

1 4. Respondent acknowledges and agrees that upon signing this Consent
2 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
3 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
4 original document is ineffective and void unless mutually approved by the parties in writing.

5 5. The findings contained in the Findings of Fact portion of this Consent Agreement
6 are conclusive evidence of the facts stated herein and may be used for purposes of determining
7 sanctions in any future disciplinary matter.

8 6. This Consent Agreement is subject to the Board's approval, and will be effective
9 only when the Board accepts it. In the event the Board in its discretion does not approve this
10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
11 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
12 that Respondent agrees that should the Board reject this Consent Agreement and this case
13 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
14 review and discussion of this document or of any records relating thereto.

15 7. Respondent understands that once the Board approves and signs this Consent
16 Agreement, it is a public record that may be publicly disseminated as a formal action of the
17 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

18 8. Respondent further understands that any violation of this Consent Agreement
19 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
20 disciplinary action pursuant to A.R.S. § 32-3281.

21 9. The Board therefore retains jurisdiction over Respondent and may initiate
22 disciplinary action against Respondent if it determines that they have failed to comply with the
23 terms of this Consent Agreement or of the practice act.

24 ..
25 ...

1 The Board issues the following Findings of Fact, Conclusions of Law and Order:

2 **FINDINGS OF FACT**

3 1. Respondent is an applicant for licensure for the practice of social work in
4 Arizona.

5 2. From 07/92 – 06/12, Respondent maintained certification and licensure with the
6 Board.

7 3. In 12/11, Respondent was arrested for Extreme DUI when his BAC measured as
8 high as .198.

9 4. In lieu of self-reporting his DUI arrest to the Board as required, Respondent
10 acknowledges that he allowed his LCSW to expire in order to avoid disclosure.

11 5. When questioned about this, Respondent indicated:

12 a. "I decided not to disclose the [12/11] DUI due to a high level of shame,
13 embarrassment and denial of my alcohol addiction."

14 b. "I let my license expire because I was not ready to face my addiction, I
15 experienced professional burnout, was not coping with the stress of my
16 addiction, financial, social and occupational consequences. I was not
17 performing well and quality of service to my employer and those I served
18 was compromised."

19 6. Respondent acknowledges having a long history of serious alcohol issues with
20 various periods of sobriety and relapse.

21 7. Furthermore, Respondent acknowledges the following:

22 a. In 1992, Respondent was arrested for DUI, which he failed to disclose to
23 the Board.

24 b. In 2007, Respondent was terminated from his employment for testing
25 positive for alcohol while at work.

- 1 c. In 2011, Respondent resigned in lieu of termination from his employer to
- 2 avoid a required drug and alcohol test.
- 3 8. In 06/15, Respondent was admitted to the hospital for alcohol related issues.
- 4 9. Hospital records indicated:
- 5 a. "[Respondent] is a heavy drinker stating that he drinks greater than 7
- 6 alcoholic drinks daily."
- 7 b. He has not had a drink of alcohol for 3 days.
- 8 c. He is dehydrated most likely from his sudden lack of alcohol
- 9 consumption.
- 10 10. Respondent has maintained sobriety since 06/15/15, and his current relapse
- 11 prevention plan includes:
- 12 a. Attending AA meetings 6-9 times per week
- 13 b. Meeting with his sponsor at least every 2 weeks
- 14 c. Speaking with his sponsor daily
- 15 d. Working the 12-step program
- 16 e. Sponsoring 3 other individuals in recovery

CONCLUSIONS OF LAW

18 1. The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 *et seq.*

19 and the rules promulgated by the Board relating to Respondent's professional practice as a

20 licensed behavioral health professional.

21 2. The conduct and circumstances described in the Findings of Fact constitute a

22 violation of A.R.S. § 32-3251(15)(l), any conduct, practice or condition that impairs the ability of

23 the licensee to safely and competently practice the licensee's profession.

24 ...

25 ...

1 All required continuing education shall be pre-approved by the Board Chair or designee. Upon
2 completion, Respondent shall submit a certificate of completion of the required continuing
3 education.

4 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
5 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
6 three semester credit hour graduate level course in substance use disorders from a regionally
7 accredited college or university, pre-approved by the Board Chair or designee. Upon
8 completion, Respondent shall submit to the Board an official transcript establishing completion
9 of the required course.

10 Recovery Program

11 7. While on probation, Respondent shall attend recovery support meetings at a
12 minimum of 2 times per week for a period of 24 months. Respondent shall obtain a sponsor,
13 mentor, or group leader and that individual shall provide quarterly reports to the Board Chair or
14 designee attesting to Respondent's attendance and participation.

15 8. While on probation, Respondent shall attend a minimum of 6 Mothers Against
16 Drunk Driving ("M.A.D.D.") meetings in person or an equivalent program within 12 months.
17 Respondent shall provide a report to the Board Chair or designee substantiating their
18 attendance at M.A.D.D. meetings or an equivalent program.

19 GENERAL PROVISIONS

20 Provision of Clinical Supervision

21 9. Respondent shall not provide clinical supervision while subject to this Consent
22 Agreement.

23 Civil Penalty

24 10. Subject to the provisions set forth in paragraph 11, the Board imposes a civil
25 penalty against the Respondent in the amount of \$1,000.00.

1 11. Respondent's payment of the civil penalty shall be stayed so long as Respondent
2 remains compliant with the terms of this Consent Agreement. If Board staff determines that
3 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
4 exception of the tolling provision under paragraph 4, the stay of the civil penalty payment shall
5 be automatically lifted and payment of the civil penalty shall be made by certified check or
6 money order payable to the Board within 30 days after being notified in writing of the lifting of
7 the stay.

8 12. Within 10 days of being notified of the lifting of the stay, Respondent may request
9 that the matter be reviewed by the Board for the limited purpose of determining whether the
10 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
11 receives the written request within 10 days or less of the next regularly scheduled Board
12 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
13 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
14 review.

15 13. The Board reserves the right to take further disciplinary action against
16 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
17 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
18 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
19 and the period of probation shall be extended until the matter is final.

20 14. If Respondent currently sees clients in their own private practice, and obtains any
21 other type of behavioral health position, either as an employee or independent contractor, where
22 they provide behavioral health services to clients of another individual or agency, they shall
23 comply with requirements set forth in paragraphs 15 through 17 below.

24 15. Within 10 days of the effective date of this Order, if Respondent is working in a
25 position where Respondent provides any type of behavioral health related services or works in a

1 setting where any type of behavioral health, health care, or social services are provided,
2 Respondent shall provide the Board Chair or designee with a signed statement from
3 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
4 Consent Agreement. If Respondent does not provide the employer's statement to the Board
5 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
6 copy of the Consent Agreement.

7 16. If Respondent is not employed as of the effective date of this Order, within 10
8 days of accepting employment in a position where Respondent provides any type of behavioral
9 health related services or in a setting where any type of behavioral health, health care, or social
10 services are provided, Respondent shall provide the Board Chair or designee with a written
11 statement providing the contact information of their new employer and a signed statement from
12 Respondent's new employer confirming Respondent provided the employer with a copy of this
13 Consent Agreement. If Respondent does not provide the employer's statement to the Board
14 within 10 days, as required, Respondent's failure to provide the required statement to the Board
15 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
16 employer(s) with a copy of the Consent Agreement.

17 17. If, during the period of Respondent's probation, Respondent changes
18 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
19 extended leave of absence for whatever reason that may impact their ability to timely comply
20 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
21 the Board of their change of employment status. After the change and within 10 days of
22 accepting employment in a position where Respondent provides any type of behavioral health
23 related services or in a setting where any type of behavioral health, health care, or social
24 services are provided, Respondent shall provide the Board Chair or designee a written
25 statement providing the contact information of their new employer(s) and a signed statement

1 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
2 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
3 the Board within 10 days, as required, Respondent's failure to provide the required statement to
4 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
5 Respondent's employer(s) with a copy of the Consent Agreement.

6 18. Respondent shall practice behavioral health using the name under which they
7 are licensed. If Respondent changes their name, they shall advise the Board of the name
8 change as prescribed under the Board's regulations and rules.

9 19. Prior to the release of Respondent from probation, Respondent must submit a
10 written request to the Board for release from the terms of this Consent Agreement at least 30
11 days prior to the date they would like to have this matter appear before the Board. Respondent
12 may appear before the Board, either in person or telephonically. Respondent must provide
13 evidence that they have successfully satisfied all terms and conditions in this Consent
14 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
15 this Consent Agreement have been met and whether Respondent has adequately demonstrated
16 that they have addressed the issues contained in this Consent Agreement. In the event that the
17 Board determines that any or all terms and conditions of this Consent Agreement have not been
18 met, the Board may conduct such further proceedings as it determines are appropriate to
19 address those matters.

20 20. Respondent shall bear all costs relating to probation terms required in this
21 Consent Agreement.

22 21. Respondent shall be responsible for ensuring that all documentation required in
23 this Consent Agreement is provided to the Board in a timely manner.

24 22. This Consent Agreement shall be effective on the date of entry below.
25

1 23. This Consent Agreement is conclusive evidence of the matters described herein
2 and may be considered by the Board in determining appropriate sanctions in the event a
3 subsequent violation occurs.

4 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

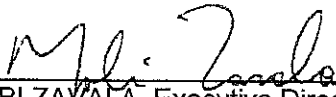
5 
6 David G. Johnson

3/21/17
Date

7 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

8
9 Dated this 7th day of November, 2017.

10 By:


11 TOBI ZAVALA, Executive Director
12 Arizona Board of Behavioral Health Examiners
13

14 **ORIGINAL** of the foregoing filed

This 7th day of November, 2017 with:

15 Arizona Board of Behavioral Health Examiners
16 3443 N. Central Ave., Suite 1700
17 Phoenix, AZ 85012

18 **COPY** of the foregoing mailed via Interagency Mail

This 7th day of November, 2017, to:

19 Marc Harris
20 Assistant Attorney General
1275 West Washington
Phoenix, Arizona 85007

21 **COPY** of the foregoing mailed via

22 Certified mail no. 701714500000 8689 0141
This 7th day of November, 2017, to:

23 David G. Johnson
24 Address of Record
Respondent
25