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BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

**Roshelle A. Johnson, LISAC-15130
Licensed Independent Substance Abuse
Counselor & LPC-17747 Licensed
Professional Counselor,
In the State of Arizona.**

**CASE NO. 2021-0169

RELEASE FROM
CONSENT AGREEMENT AND ORDER**


RESPONDENT

The Board received a request from Respondent to release them from the terms and conditions of the Consent Agreement and Order dated April 8th, 2022. After consideration, the Board voted to release Respondent from the terms and conditions of the Consent Agreement and Order dated April 8th, 2022.

ORDER

GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:

Respondent is hereby released from all terms and conditions of the Consent Agreement and Order dated April 8th, 2022.

By: 

TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Nov 7, 2022

Date

ORIGINAL of the foregoing filed **Nov 7, 2022**
with:

Arizona Board of Behavioral Health Examiners
1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

EXECUTED COPY of the foregoing sent electronically **Nov 7, 2022**
to:

Roshelle A. Johnson
Address of Record
Respondent

Charles Hover

1 One North Central, Ste. 900
2 Phoenix, Az 85004
3 Attorney for Respondent

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1 **BEFORE THE ARIZONA BOARD**
2 **OF BEHAVIORAL HEALTH EXAMINERS**

3 **In the Matter of:**

4 **Roshelle A. Johnson, LISAC-15130**
5 **Licensed Independent Substance Abuse**
6 **Counselor & LPC-17747 Licensed**
7 **Professional Counselor, In the State of**
8 **Arizona.**

9 **RESPONDENT**

CASE NO. 2021-0169
CONSENT AGREEMENT

10 In the interest of a prompt and speedy settlement of the above captioned matter,
11 consistent with the public interest, statutory requirements and responsibilities of the Arizona
12 State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F)
13 and 41-1092.07(F)(5), Roshelle A. Johnson (“Respondent”) and the Board enter into this
14 Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as
15 a final disposition of this matter.
16

17 **RECITALS**

18 Respondent understands and agrees that:

19 1. Any record prepared in this matter, all investigative materials prepared or
20 received by the Board concerning the allegations, and all related materials and exhibits may be
21 retained in the Board’s file pertaining to this matter.

22 2. Respondent has the right to a formal administrative hearing at which Respondent
23 can present evidence and cross examine the State’s witnesses. Respondent hereby irrevocably
24 waives their right to such formal hearing concerning these allegations and irrevocably waives
25 their right to any rehearing or judicial review relating to the allegations contained in this Consent
Agreement.

1 3. Respondent has the right to consult with an attorney prior to entering into this
2 Consent Agreement.

3 4. Respondent acknowledges and agrees that upon signing this Consent
4 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
5 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
6 original document is ineffective and void unless mutually approved by the parties in writing.
7

8 5. The findings contained in the Findings of Fact portion of this Consent Agreement
9 are conclusive evidence of the facts stated herein between only Respondent and the Board for
10 the final disposition of this matter and may be used for purposes of determining sanctions in any
11 future disciplinary matter.

12 6. This Consent Agreement is subject to the Board's approval, and will be effective
13 only when the Board accepts it. In the event the Board in its discretion does not approve this
14 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
15 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
16 that Respondent agrees that should the Board reject this Consent Agreement and this case
17 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
18 review and discussion of this document or of any records relating thereto.
19

20 7. Respondent acknowledges and agrees that the acceptance of this Consent
21 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
22 other proceedings as may be appropriate now or in the future. Furthermore, and
23 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
24 preclude in any way any other state agency or officer or political subdivision of this state from
25 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
in the future relating to this matter or other matters concerning Respondent, including but not

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1 limited to violations of Arizona’s Consumer Fraud Act. Respondent acknowledges that, other
2 than with respect to the Board, this Consent Agreement makes no representations, implied or
3 otherwise, about the views or intended actions of any other state agency or officer or political
4 subdivision of the state relating to this matter or other matters concerning Respondent.

5 8. Respondent understands that once the Board approves and signs this Consent
6 Agreement, it is a public record that may be publicly disseminated as a formal action of the
7 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.
8

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

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

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

16 **FINDINGS OF FACT**

17 1. Respondent is the holder of License Nos. LISAC-15130 and LPC-17747 for the
18 practice of substance abuse counseling and counseling in the State of Arizona.

19 2. From 4/21 – 06/21, Respondent provided behavioral health services to a 15 year
20 old female client (“Client”).

21 3 On 04/14/21, Respondent received an email from Client’s mother’s (“Mother”)
22 EAP with a referral for Client due to being molested at school by another child.

23 4. During Client’s 04/27/21 initial session with Respondent, it was reported Client
24 was seeking counseling services for a physical sexual assault.

25 5. On 06/22/21, Client reported having a hard time concentrating since the assault.

1 6. Neither of these progress notes by Respondent include any sort of follow up or
2 indication Respondent reported the assault to the appropriate persons or verified an appropriate
3 report was made.

4 7. During an investigative interview, Respondent represented that Mother reported
5 to Respondent the school was aware of the sexual assault, trusted Mother that the allegations
6 were already reported, and Respondent failed to document her conversation with Mother or file
7 a report herself.

8 8. Respondent also failed to confirm or verify a report was filed regarding the
9 allegations of the sexual assault.

10 9. On 06/22/21, Complainant emailed Respondent a parent order from the courts
11 indicating both parents must agree to treatment for Client, and refused to consent to treatment
12 by stating he had no intention of completing informed consent documents for Respondent to
13 treat Client.

14 10. On 06/23/21, Respondent emailed Mother and Complainant that she will no
15 longer be providing services to Client due to Complainant's refusal to sign informed consent
16 forms.

17 11. Respondent failed to provide any referrals or resources for Client's continuity of
18 care.

19 12. On 07/12/21, Complainant emailed Respondent asking her to resume services
20 with Client and Respondent responded that the timeslot is not available for Client and that
21 Mother found Respondent through her EAP, and recommended they use Mother's EAP to find
22 another therapist.

23 13. Respondent did not provide any sort of referral or resource until three weeks
24 after terminating services with Client.

1 **CONCLUSIONS OF LAW**

2 1. The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 *et seq.*
3 and the rules promulgated by the Board relating to Respondent's professional practice as a
4 licensed behavioral health professional.

5 2. The conduct and circumstances described in the Findings of Fact constitute a
6 violation of A.R.S. § 32-3251(16)(s), terminating behavioral health services to a client without
7 making an appropriate referral for continuation of care for the client if continuing behavioral
8 health services are indicated.

9 3. The conduct and circumstances described in the Findings of Fact constitute a
10 violation of: A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation
11 applicable to the practice of behavioral health, as it relates to:
12

13 A.R.S. § 13-3620, Duty to report abuse.

14 **ORDER**

15 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree to
16 the provisions and penalties imposed as follows

17 1. Respondent's licenses, LISAC-15130 & LPC 17747, will be placed on probation
18 for 12 months, effective from the date of entry as signed below.

19 2. Respondent shall not practice under their licenses, LISAC-15130 or LPC 17747,
20 unless they are fully compliant with all terms and conditions in this Consent Agreement. If, for
21 any reason, Respondent is unable to comply with the terms and conditions of this Consent
22 Agreement, they shall immediately notify the Board in writing and shall not practice under their
23 license until they submit a written request to the Board to re-commence compliance with this
24 Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.
25

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...

1 3. In the event that Respondent is unable to comply with the terms and conditions
2 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
3 such time as they are granted approval to re-commence compliance with the Consent
4 Agreement.

5 **Continuing Education**

6 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
7 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
8 hours of pre-approved continuing education in high conflict families. All required continuing
9 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
10 shall submit a certificate of completion of the required continuing education.
11

12 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
13 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
14 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course.
15 All required continuing education shall be pre-approved by the Board Chair or designee. Upon
16 completion, Respondent shall submit a certificate of completion of the required continuing
17 education.
18

19 **Clinical Supervision**

20 6. While on probation, Respondent shall submit to clinical supervision for 6 months
21 by a masters or higher-level behavioral health professional licensed by the Arizona Board of
22 Behavioral Health Examiners at the independent level with systemic experience. Within 30 days
23 of the date of this Consent Agreement, Respondent shall submit the name of a clinical
24 supervisor for pre-approval by the Board Chair or designee. Also, within 30 days of the date of
25 this Consent Agreement, the clinical supervisor shall submit a letter disclosing their prior
relationship to Respondent. In that letter, the clinical supervisor must address why they should

...

1 be approved, acknowledge that they have reviewed the Consent Agreement and include the
2 results of an initial assessment and a supervision plan regarding the proposed supervision of
3 Respondent. The letter from the supervisor shall be submitted to the Board.

4 **Focus and Frequency of Clinical Supervision**

5 7. The focus of the supervision shall relate to high conflict families, documentation,
6 Arizona Statutes/Rules, behavioral health ethics, and duty to report. Respondent shall meet
7 individually in person with the supervisor for a minimum of one hour monthly if working fulltime.
8

9 **Reports**

10 8. Once approved, the supervisor shall submit quarterly reports for review and
11 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
12 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
13 more frequent supervision is needed. Quarterly reports shall include the following:

- 14 a. Dates of each clinical supervision session.
15 b. A comprehensive description of issues discussed during supervision
16 sessions.

17 9. All quarterly supervision reports shall include a copy of clinical supervision
18 documentation maintained for that quarter. All clinical supervision documentation maintained by
19 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).
20

21 10. After Respondent's probationary period, the supervisor shall submit a final
22 summary report for review and approval by the Board Chair or designee. The final report shall
23 also contain a recommendation as to whether the Respondent should be released from this
24 Consent Agreement.

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1 **Change of Clinical Supervisor During Probation**

2 11. If, during the period of Respondent's probation, the clinical supervisor determines
3 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
4 the end of supervision and provide the Board with an interim final report. Respondent shall
5 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
6 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
7 proposed clinical supervisor shall provide the same documentation to the Board as was required
8 of the initial clinical supervisor.
9

10 **Early Release**

11 12. After completion of the continuing education requirements set forth in this
12 consent agreement, Respondent may request early release from the Consent Agreement if all
13 other terms of the Consent Agreement have been met.

14 **GENERAL PROVISIONS**

15 **Provision of Clinical Supervision**

16 13. Respondent shall not provide clinical supervision for the purposes of probation or
17 to associate level licensees applying towards independent licensure while subject to this
18 Consent Agreement.
19

20 **Civil Penalty**

21 14. Subject to the provisions set forth in paragraph 15, the Board imposes a civil
22 penalty against the Respondent in the amount of \$1,000.00.

23 15. Respondent's payment of the civil penalty shall be stayed so long as Respondent
24 remains compliant with the terms of this Consent Agreement. If Board staff determines that
25 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall

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1 be automatically lifted and payment of the civil penalty shall be made by certified check or
2 money order payable to the Board within 30 days after being notified in writing of the lifting of
3 the stay.

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

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

18 18. If Respondent currently sees clients in their own private practice, and obtains any
19 other type of behavioral health position, either as an employee or independent contractor, where
20 they provide behavioral health services to clients of another individual or agency, they shall
21 comply with requirements set forth in paragraphs 19 through 21 below.

22 19. Within 10 days of the effective date of this Order, if Respondent is working in a
23 position where Respondent provides any type of behavioral health related services or works in a
24 setting where any type of behavioral health, health care, or social services are provided,
25 Respondent shall provide the Board Chair or designee with a signed statement from
Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this

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1 Consent Agreement. If Respondent does not provide the employer's statement to the Board
2 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
3 copy of the Consent Agreement.

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

15 21. If, during the period of Respondent's probation, Respondent changes
16 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
17 extended leave of absence for whatever reason that may impact their ability to timely comply
18 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
19 the Board of their change of employment status. After the change and within 10 days of
20 accepting employment in a position where Respondent provides any type of behavioral health
21 related services or in a setting where any type of behavioral health, health care, or social
22 services are provided, Respondent shall provide the Board Chair or designee a written
23 statement providing the contact information of their new employer(s) and a signed statement
24 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
25 copy of this Consent Agreement. If Respondent does not provide the employer's statement to

...

1 the Board within 10 days, as required, Respondent's failure to provide the required statement to
2 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
3 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

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

22 25. 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 26. This Consent Agreement shall be effective on the date of entry below.

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

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

2 Roshelle Johnson
Roshelle Johnson (Apr 1, 2022 16:55 PDT)

Apr 1, 2022

3 Roshelle A. Johnson

Date

4
5 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

6 By: Meli Zavala

Apr 8, 2022

7 TOBI ZAVALA, Executive Director
8 Arizona Board of Behavioral Health Examiners

Date

9
10 **ORIGINAL** of the foregoing filed Apr 8, 2022
with:

11 Arizona Board of Behavioral Health Examiners
12 1740 West Adams Street, Suite 3600
13 Phoenix, AZ 85007

14 **EXECUTED COPY** of the foregoing sent electronically Apr 8, 2022
to:

15 Mona Baskin
16 Assistant Attorney General
2005 North Central Avenue
17 Phoenix, AZ 85004

18 Roshelle A. Johnson
19 Address of Record
Respondent

20 Charles Hover
21 One North Central, Ste. 900
22 Phoenix AZ 85004
Attorney for Respondent

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