

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

2 **In the Matter of:**

3 **Janine R. Button, LMSW-17030,**
4 **Licensed Master Social Worker,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2018-0031

**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated January 22, 2018. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated January 22, 2018.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated January 22, 2018.

15 Dated this 09 day of April, 2019.

16
17 By: 

18 **TOBI ZAVALA, Executive Director**
Arizona Board of Behavioral Health Examiners

19 **ORIGINAL** of the foregoing filed

20 This 09 day of April, 2019, with:

21 Arizona Board of Behavioral Health Examiners
22 1740 W. Adams St., Suite 3600
Phoenix, AZ 85007

23 **COPY** of the foregoing mailed via

24 Certified mail no. 9489 00000276049426586,

This 09 day of April, 2019, to:

25 Janine R. Button
Address of Record
Respondent

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

In the Matter of:

**Janine R. Button, LMSW Applicant,
Licensed Master Social Worker
Applicant,
In the State of Arizona.**

**CASE NO. 2018-0031
CONSENT AGREEMENT**

RESPONDENT

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Janine R. Button ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.
2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives their right to such formal hearing concerning these allegations and irrevocably waives their right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.
3. Respondent has the right to consult with an attorney prior to entering into this

1 Consent Agreement.

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

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

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

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

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

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

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

FINDINGS OF FACT

1
2 1. Respondent is an applicant for licensure as a social worker in the state of
3 Arizona.

4 2. In 2003, Respondent was arrested for DUI when her BAC measured .186.

5 3. In 2010, Respondent was referred by a probation officer to complete a mental
6 health and substance abuse assessment.

7 4. Respondent's 02/10 mental health and substance abuse assessment indicated:

8 a. Based on the SASSI-3, Respondent is profiled as a high probability of having
9 a substance dependency order.

10 b. Based on the MAST, Respondent is profiled as definite alcoholic.

11 c. Per the Alcohol Level Determination Tool, Respondent was classified as a
12 Level I Alcohol/Drug Abuser, which clinically indicates the need for substance
13 abuse treatment.

14 5. In 09/14, Respondent was arrested for Extreme DUI when her BAC measured as
15 high as .285.

16 6. According to the police report for Respondent's Extreme DUI arrest:

17 a. Two hydrocodone pills were found inside Respondent's wallet.

18 b. One small bottle of Absolute Vodka was found in Respondent's purse.

19 c. One open bottle of Smirnoff Vodka located in the passenger seat.

20 7. As a result of her Extreme DUI conviction, Respondent completed a 09/14
21 substance abuse evaluation, which indicated the following:

22 a. On the SASSI, Respondent scored a high probability of having a substance
23 use disorder.

24 b. On the MAST, Respondent scored as definite alcoholic.

25 8. Respondent subsequently completed 48 hours of DUI education and treatment.

1 9. In 01/17, Respondent voluntarily returned to counseling services with a therapist.

2 10. Respondent represents that her sobriety date is 01/01/16.

3 11. Respondent's relapse prevention plan consists of the following:

4 a. Continue participating in therapy.

5 b. Only interact with sober friends.

6 c. Staying away from people and places with drugs and alcohol.

7 d. Be of service to others that have gone through similar situations.

8 CONCLUSIONS OF LAW

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

12 2. The conduct and circumstances described in the Findings of Fact constitute a
13 violation of A.R.S. § 32-3251(16)(i), any conduct, practice or condition that impairs the ability of
14 the licensee to safely and competently practice the licensee's profession.

15 ORDER

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

18 1. Respondent's application to be a licensed master social worker is approved
19 pending Respondent's passage of the required examination.

20 2. The license issued to Respondent will be immediately placed on probation for 24
21 months.

22 3. Respondent shall not practice under their license, unless they are fully compliant
23 with all terms and conditions in this Consent Agreement. If, for any reason, Respondent is
24 unable to comply with the terms and conditions of this Consent Agreement, they shall
25 immediately notify the Board in writing and shall not practice under their license until they

1 submit a written request to the Board to re-commence compliance with this Consent
2 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

7 **Continuing Education**

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

13 **Therapy**

14 6. During the period of probation, Respondent shall attend therapy with a masters
15 or higher level behavioral health professional licensed at the independent level. Within 30 days
16 of the date of this Consent Agreement, Respondent shall submit the name of their therapist and
17 the therapist's curriculum vitae for pre-approval by the Board Chair or designee. Also within 30
18 days of the date of this Consent Agreement, the therapist shall submit a letter addressing why
19 they should be approved, acknowledging that they have reviewed the Consent Agreement and
20 include the results of an initial assessment and a treatment plan regarding the proposed
21 treatment of Respondent. Respondent may submit the name and qualifications of her current
22 therapist for pre-approval by the Board Chair or designee.

23 7. Upon approval, the Board will provide the therapist with copies of any required
24 evaluations completed at the request of the Board prior to this Consent Agreement and the
25 Board's investigative report.

1 12. Respondent shall not provide clinical supervision while subject to this Consent
2 Agreement.

3 **Civil Penalty**

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

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

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

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

25 17. If Respondent currently sees clients in their own private practice, and obtains any

1 other type of behavioral health position, either as an employee or independent contractor, where
2 they provide behavioral health services to clients of another individual or agency, they shall
3 comply with requirements set forth in paragraphs 18 through 20 below.

4 18. Within 10 days of the effective date of this Order, if Respondent is working in a
5 position where Respondent provides any type of behavioral health related services or works in a
6 setting where any type of behavioral health, health care, or social services are provided,
7 Respondent shall provide the Board Chair or designee with a signed statement from
8 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
9 Consent Agreement. If Respondent does not provide the employer's statement to the Board
10 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
11 copy of the Consent Agreement.

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

22 20. If, during the period of Respondent's probation, Respondent changes
23 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
24 extended leave of absence for whatever reason that may impact their ability to timely comply
25 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform

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

11 21. Respondent shall practice behavioral health using the name under which they
12 are licensed. If Respondent changes their name, they shall advise the Board of the name
13 change as prescribed under the Board's regulations and rules.

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

25 23. Respondent shall bear all costs relating to probation terms required in this

1 Consent Agreement.

2 24. Respondent shall be responsible for ensuring that all documentation required in
3 this Consent Agreement is provided to the Board in a timely manner.

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

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

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

9 Janine R. Button

10/20/17

10 Janine R. Button

Date

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

12
13 Dated this 22nd day of January, 2018

14
15 By: Tobi Zavala
16 TOBI ZAVALA, Executive Director
17 Arizona Board of Behavioral Health Examiners

18 **ORIGINAL** of the foregoing filed
19 This 22nd day of January, 2018 with:

20 Arizona Board of Behavioral Health Examiners
21 3443 N. Central Ave., Suite 1700
Phoenix, AZ 85012

22 **COPY** of the foregoing mailed via Interagency Mail
23 This 22nd day of January, 2018, to:

24 Marc Harris
25 Assistant Attorney General
1275 West Washington
Phoenix, Arizona 85007

1 **COPY** of the foregoing mailed via
Certified mail no. 9489009000276039163927,

2 This 20th day of January, 2018, to:

3 Janine R. Button
4 Address of Record
5 Respondent

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