

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

3 **In the Matter of:**

4 **Tina J. Adams, LCSW-17130,**
5 **Licensed Clinical Social Worker,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2024-0080
CONSENT AGREEMENT

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

14 **RECITALS**

15 Respondent understands and agrees that:

16 1. Any record prepared in this matter, all investigative materials prepared or
17 received by the Board concerning the allegations, and all related materials and exhibits may be
18 retained in the Board's file pertaining to this matter.

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

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

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 between only Respondent and the Board for
7 the final disposition of this matter and may be used for purposes of determining sanctions in any
8 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 acknowledges and agrees that the acceptance of this Consent
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
18 other proceedings as may be appropriate now or in the future. Furthermore, and
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
20 preclude in any way any other state agency or officer or political subdivision of this state from
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
22 in the future relating to this matter or other matters concerning Respondent, including but not
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
24 than with respect to the Board, this Consent Agreement makes no representations, implied or

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1 otherwise, about the views or intended actions of any other state agency or officer or political
2 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LCSW-17130 for the practice of social
15 work in Arizona.

16 2. Since 03/23, Respondent has been providing behavioral health services to Client
17 at Private Practice.

18 3. Client's 04/09/23 treatment plan indicated DCS involvement and goals around
19 Client learning appropriate ways to express needs, learning to manage emotions, and
20 identifying safe adults and others.

21 4. Despite Respondent representing that DCS requested her to write a letter in
22 behalf of Client, there is no documentation within the clinical records of this conversation
23 occurring.

24 5. A 05/01/23 letter addressed to DCS Case Manager included the following in part:

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- a. Respondent is writing to report observations she has made with providing therapeutic care for Client.
- b. Over the last three weeks, Client has displayed markedly increased behaviors and symptoms of trauma, including mood fluctuations.
- c. Some of the examples are from therapy sessions, some are from third parties.
- d. Respondent was informed by DCS that visitation will be taking place in Complainant's new residence.
- e. Respondent expects Client's anxiety to essentially go through the roof.
- f. The operant conditioning of Client exhibited in visit reports will likely increase and Complainant will continue not to follow DCS visitation rules.

6. Respondent represents when DCS Case Manager asked her to write this letter, they told her it would not be shared with anyone, but DCS Case Manager subsequently shared the letter with several others.

7. Even though Respondent was involved with DCS regarding Client, Respondent extended her boundaries of competence by writing this letter offering personal opinions such as expecting Client's anxiety to increase with the upcoming visit with Complainant.

8. Respondent further opines that Complainant will continue to not follow the DCS visitation rules.

9. Respondent acknowledged that her opinion was based on behaviors she observed from Client.

10. Respondent represents she invited Complainant to join the therapy numerous times but Complainant ignored her offers.

11. Respondent further acknowledged that Complainant was not involved in Client's therapy and Respondent only met Complainant once during court.

1 12. Respondent represents she was subpoenaed to appear in court and testify yet
2 failed to document her court testimony anywhere within the clinical record.

3 13. Respondent acknowledged receiving minimal training on how to respond to
4 subpoenas.

5 14. Respondent also acknowledged providing a recommendation during her
6 testimony in regards to maintaining more restrictive visitations until Complainant was able to
7 parent Client safely, without ever having direct observations of Complainant's parenting of
8 Client, yet represents her conclusion was based on conclusions from other psychiatric providers
9 within their prior evaluations.

10 15. Respondent now realizes providing opinions and recommendations is not within
11 her scope of practice and represents she would not write letters or provide opinions and
12 recommendations in the future.

13 16. 03/17/23 informed consent documents signed by Aunt failed to include the
14 following minimum requirements:

- 15 a. Purpose of treatment.
- 16 b. General procedures to be used in treatment.
- 17 c. The client's right to participate in treatment decisions and in the development
18 and periodic review and revisions of the client's treatment plan.
- 19 d. The client's right to refuse any recommended treatment or to withdraw
20 consent to treatment and to be advised of the consequences of refusal or
21 withdrawal.
- 22 e. The licensee's refund and collection policies and procedures.
- 23 f. Dated signature from an authorized representative of the behavioral health
24 entity.

1 17. Respondent acknowledged Aunt was no longer Client’s legal guardian and failed
2 to obtain a signed informed consent from Client’s new legal guardian until 05/01/24 and
3 represents there was a disruption in Client’s placement for a period of time causing the delay in
4 obtaining the new signed informed consent.

5 18. A 04/09/23 treatment plan failed to include the date when the treatment plan will
6 be reviewed, but Respondent represents that she has a review date but once finalized the
7 treatment plan fails to show the review date.

8 19. Respondent has been independently licensed since 2018 and fails to ensure her
9 clinical documentation in Private Practice meets all minimum Board requirements, yet
10 represents that prior to this complaint and transition to a new electronic health records system,
11 her documentation did meet Board requirements.

12 20. Since being notified of the deficiencies in her clinical documentation, Respondent
13 provided Board staff updated templates for Private Practice that meet all minimum Board
14 requirements.

15 **CONCLUSIONS OF LAW**

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

19 2. The conduct and circumstances described in the Findings of Fact constitute a
20 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities
21 that are not congruent with the licensee's professional education, training or experience.

22 3. The conduct and circumstances described in the Findings of Fact constitute a
23 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as
24 developed by the board, as it relates to the following:

25 A.A.C. R4-6-1101. Consent for Treatment

2 **ORDER**

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

5 1. Respondent’s license, LCSW-17130, will be placed on probation for 24 months,
6 effective from the date of entry as signed below.

7 2. Respondent shall not practice under their license, LCSW-17130, unless they are
8 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
9 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
10 shall immediately notify the Board in writing and shall not practice under their license until they
11 submit a written request to the Board to re-commence compliance with this Consent
12 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

17 **Continuing Education**

18 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
19 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
20 hours of continuing education addressing highly contested court cases including handling
21 subpoenas. All required continuing education shall be pre-approved by the Board Chair or
22 designee. Upon completion, Respondent shall submit a certificate of completion of the required
23 continuing education.

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1 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
2 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
3 hours of continuing education addressing Arizona Documentation. All required continuing
4 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
5 shall submit a certificate of completion of the required continuing education.

6 6. 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 3 clock
8 hours of continuing education addressing behavioral health ethics. 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 7. In addition to the continuing education requirements of A.R.S. § 32-3273, within
12 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
13 hours of continuing education addressing the 12 Guiding Principles and CFT practice training.
14 All required continuing education shall be pre-approved by the Board Chair or designee. Upon
15 completion, Respondent shall submit a certificate of completion of the required continuing
16 education.

17 8. In addition to the continuing education requirements of A.R.S. § 32-3273, within
18 12 months of the effective date of this Consent Agreement, Respondent shall complete 5 clock
19 hours of continuing education in attendance of a Board meeting. All required continuing
20 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
21 shall submit a certificate of completion of the required continuing education.

22 **Clinical Supervision**

23 9. While on probation, Respondent shall submit to clinical supervision for 24 months
24 by a masters or higher level behavioral health professional licensed by the Arizona Board of
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1 Behavioral Health Examiners at the independent level that must have expertise in treating
2 children and persons involved with the justice system. Within 30 days of the date of this
3 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
4 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
5 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
6 letter, the clinical supervisor must address why they should be approved, acknowledge that they
7 have reviewed the Consent Agreement and include the results of an initial assessment and a
8 supervision plan regarding the proposed supervision of Respondent. The letter from the
9 supervisor shall be submitted to the Board.

10 **Focus and Frequency of Clinical Supervision**

11 10. The focus of the supervision shall relate to treatment of children, highly contested
12 court cases, and Arizona Board Statutes and Rules. Respondent shall meet individually with the
13 supervisor for a minimum of one hour weekly for the first 6 months. After the first 6 months, the
14 time and the frequency of the supervision will be at the discretion of the clinical supervisor but
15 shall occur no less than once monthly.

16 **Reports**

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

- 21 a. Dates of each clinical supervision session.
- 22 b. A comprehensive description of issues discussed during supervision
23 sessions.

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1 12. All quarterly supervision reports shall include a copy of clinical supervision
2 documentation maintained for that quarter. All clinical supervision documentation maintained by
3 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

4 13. After Respondent's probationary period, the supervisor shall submit a final
5 summary report for review and approval by the Board Chair or designee. The final report shall
6 also contain a recommendation as to whether the Respondent should be released from this
7 Consent Agreement.

8 **Change of Clinical Supervisor During Probation**

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

16 **GENERAL PROVISIONS**

17 **Provision of Clinical Supervision**

18 15. Respondent shall not provide clinical supervision to associate level licensees
19 accruing and submitting hours towards independent licensure while subject to this Consent
20 Agreement.

21 **Civil Penalty**

22 16. Subject to the provisions set forth in paragraph 17, the Board imposes a civil
23 penalty against the Respondent in the amount of \$1,000.00.

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1 17. 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 3, 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 18. 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 19. 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 20. 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 21 through 23 below.

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

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

19 23. If, during the period of Respondent's probation, Respondent changes
20 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
21 extended leave of absence for whatever reason that may impact their ability to timely comply
22 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
23 the Board of their change of employment status. After the change and within 10 days of
24 accepting employment in a position where Respondent provides any type of behavioral health

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

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

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

23 26. Respondent shall bear all costs relating to probation terms required in this
24 Consent Agreement.


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

3 28. This Consent Agreement shall be effective on the date of entry below.

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

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

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10 Tina J. Adams

May 31, 2024

Date

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

12 By:



13 TOBÍ ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

May 31, 2024

Date

14
15 **ORIGINAL** of the foregoing filed May 31, 2024
with:

16 Arizona Board of Behavioral Health Examiners
17 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

18 **EXECUTED COPY** of the foregoing sent electronically May 31, 2024
19 to:

20 Mona Baskin
Assistant Attorney General
21 2005 North Central Avenue
Phoenix, AZ 85004

22 Tina J. Adams
23 Address of Record
Respondent