

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

3 **In the Matter of:**

4 **Jennifer L. Wagner, LMFT-16136,**  
5 **Licensed Marriage and Family Therapist,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2024-0277**  
**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), Jennifer L. Wagner (“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

25 ...

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. LMFT-16136 for the practice of  
15 marriage and family therapy in the State of Arizona.

16 2. Since 10/18, Respondent has been working at Agency, where she received  
17 clinical supervision from Supervisor.

18 3. In 07/23, Respondent began providing therapy services to Client 1.

19 4. In 01/24, Respondent began providing therapy services to Client 4.

20 5. In 02/24, Respondent began providing therapy services to Client 3.

21 6. In 03/24, Respondent began providing therapy services to Client 2.

22 7. Respondent represented the following during her investigative interview:

23 a. Sometime back in 2018, Complainant, the mother of Client 1, Client 2, Client  
24 3, and Client 4, previously worked at Agency and worked under Supervisor's  
25 supervision as well.

1 b. Although they did not have supervision together, there was a previous  
2 relationship with Complainant.

3 c. Supervisor had discussed with Respondent that Complainant was once a  
4 supervisee of hers.

5 d. Respondent did discuss the possible conflict of interest with Supervisor.

6 e. The therapy was just for the children, and it was not meant to involve  
7 Complainant originally.

8 8. Despite knowing that her supervisor, who she would be discussing details of the  
9 therapy with, previously supervised Complainant, Respondent moved forward with providing the  
10 services to Complainant's children.

11 9. Respondent provided therapeutic services to the children of a former co-worker.

12 10. Respondent appears to lack insight into how, even if Complainant was not meant  
13 to be involved in the therapy, it could be a conflict of interest to treat her children.

14 11. Throughout the course of the children's therapy, the siblings were also involved  
15 in each other's sessions.

16 12. A 12/20/23 progress note for Client 1 noted that the younger brother and Father  
17 were involved in the session.

18 13. A 03/13/24 progress note for Client 4 indicates they met with oldest brother in  
19 support of cohesion in the sibling group.

20 14. A 11/17/23 clinical supervision note indicated that Supervisor supported  
21 Respondent's plan to invite siblings and promote cohesion with family therapy, and the noted the  
22 need for appropriate consents.

23 15. Respondent represented the following during her investigative interview:

24 a. The parents did attend some sessions.

25 ...

1           b. Respondent would say she was providing family therapy, but only to the  
2           siblings.

3           16. Respondent provided therapy to all of the siblings and involved them in each  
4 other's therapy sessions, despite therapy initially starting as individual treatment, and  
5 Respondent not documenting any changes in treatment.

6           17. Despite her representation that she was providing family therapy to the siblings  
7 only, both parents were involved in the children's therapy sessions.

8           18. Additionally, 03/27/24 chart notes for Client 3 indicate the following:

9           a. Client 3 and Father informed Respondent that Complainant attempted suicide.

10          b. Respondent placed a crisis call to Complainant.

11          c. Respondent scheduled to meet with Complainant the following day.

12          19. Respondent represented the following in her written response and during her  
13 investigative interview:

14          a. Respondent did not establish a patient relationship with Complainant.

15          b. The purpose of the crisis meeting was to attempt to ensure Complainant's  
16 safety after a confirmed suicide attempt.

17          c. Respondent and Complainant created a verbal safety plan.

18          d. Respondent does not consider a safety plan an assessment, the assessment  
19 comes before the safety plan.

20          e. Safety planning can be a part of psychotherapy.

21          f. Respondent wanted to ensure Complainant was following through with a plan  
22 of action to keep herself safe.

23          g. Respondent attempted to have Complainant sign an ROI with her individual  
24 therapist because Respondent wanted to speak to her provider as another  
25 professional.

1           20.    In a 04/11/24 chart note, Respondent documented the following:

2                   a.   Respondent is unable to provide the services that were originally requested as  
3                   it is unethical for Respondent to conduct joint family therapy with Complainant  
4                   and them, therefore other arrangements have been made.

5           21.    Despite her own acknowledgement in the client records that providing services to  
6 Complainant would be unethical, Respondent requested to have a session with Complainant to  
7 assess her safety.

8           22.    By Respondent doing so, she acted in a therapist role for Complainant when  
9 Complainant was in fact not her therapy client.

10          23.    Respondent wanted and attempted to be able to communicate with Complainant's  
11 therapist as another professional.

12          24.    On 04/04/24, Complainant revoked her consent for Respondent to treat the  
13 children.

14          25.    Respondent subsequently terminated therapy services with the children.

15          26.    Upon review of the children's clinical records, it does not appear that Respondent  
16 provided referrals to other providers.

17          27.    As the treatment was terminated by a parent, referrals were not provided as it  
18 would appear behavioral health services were still recommended and Respondent was now  
19 unable to provide them.

20          28.    In review of the clinical records for Client 1, Client 2, Client 3, and Client 4 it was  
21 found that the documentation contained deficiencies.

22          29.    The consent for treatment forms were missing the following required elements:

23                   a.   The client's right to participate in treatment decisions and in the development  
24                   and periodic review of the client's treatment plan.

25          ...

- b. The client's right to refuse any recommended treatment or to withdraw consent to treatment and to be advised of the consequences of refusal or withdrawal.
- c. Emergency procedures when the Respondent is unavailable.
- d. The manner of identifying the client when using electronic communication that does not involve video.

30. Respondent represented the following during her investigative interview:

- a. Supervisor provided Respondent with the intake forms.
- b. She was unaware that Agency's informed consent is missing multiple Board requirements and that it was supposed to be signed by an authorized representative of the behavioral health entity.

31. Of further concern, Respondent began seeing Client 2 as early as 03/13/24, but there were no consent forms signed for Client 2 until 03/27/24.

32. Respondent began treating Client 2 before there was written consent from a guardian.

33. The treatment plan for Client 1 was missing the date the client's treatment plan will be reviewed.

34. The treatment plans for Client 2 and Client 4 were missing the following required elements:

- a. The date when the client's treatment plan will be reviewed.
- b. The dated signature of the client or the client's legal guardian.

35. A 02/05/24 treatment plans for Client 3 was missing the following required elements:

- a. The date when the client's treatment plan will be reviewed.
- b. The dated signature of the client or the client's legal guardian.

1 c. The dated signature of the license.

2 36. A 02/27/24 treatment plans for Client 3 was missing the following required  
3 elements:

4 a. The date when the client's treatment plan will be reviewed.

5 b. The dated signature of the client or the client's legal guardian.

6 37. Respondent represented the following during her investigative interview:

7 a. Client 2's treatment plan was not sent to Complainant because she rescinded  
8 her consent.

9 b. This treatment plan was also completed prior to Complainant signing intake  
10 forms.

11 38. Respondent's documentation is deficient despite being licensed from 10/24/18 –  
12 04/11/19 as a temporary LAMFT, from 07/19 – 04/24 as an LAMFT, and then since 05/24 as an  
13 LMFT.

14 39. Respondent did not ensure the forms she was utilizing for her clients met the  
15 Board's requirements.

16 **CONCLUSIONS OF LAW**

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

20 2. The conduct and circumstances described in the Findings of Fact constitute a  
21 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to  
22 recognized standards of ethics in the behavioral health profession or that constitutes a danger  
23 to the health, welfare or safety of a client, as it relates to the following section of the AAMFT  
24 Code of Ethics:

25 ...



1                   **3.4 Conflicts of Interest**

2                   Marriage and family therapists do not provide services that create a conflict of  
3                   interest that may impair work performance or clinical judgement.

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

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

8                               A.A.C. R4-6-1102. Treatment Plan

9   **ORDER**

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

12                               1.       Respondent's license, LMFT-16136, will be placed on probation for 12 months,  
13                   effective from the date of entry as signed below.

14                               2.       Respondent shall not practice under their license, LMFT-16136, unless they are  
15                   fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
16                   Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
17                   shall immediately notify the Board in writing and shall not practice under their license until they  
18                   submit a written request to the Board to re-commence compliance with this Consent  
19                   Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

24                   ...

25                   ...

1 **Continuing Education**

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

7 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
8 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
9 hours of continuing education addressing in working with highly contested court cases. All  
10 required continuing education shall be pre-approved by the Board Chair or designee. Upon  
11 completion, Respondent shall submit a certificate of completion of the required continuing  
12 education.

13 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
14 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
15 hours of continuing education addressing current Arizona documentation standards. All required  
16 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
17 Respondent shall submit a certificate of completion of the required continuing education.

18 **Early Release**

19 7. After completion of the continuing education requirements set forth in this  
20 Consent Agreement, Respondent may request early release from the Consent Agreement if all  
21 other terms of the Consent Agreement have been met.

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1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

3 8. Respondent shall not provide clinical supervision to associate level licensees  
4 accruing and submitting hours towards independent licensure while subject to this Consent  
5 Agreement.

6 **Civil Penalty**

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

9 10. Respondent's payment of the civil penalty shall be stayed so long as Respondent  
10 remains compliant with the terms of this Consent Agreement. If Board staff determines that  
11 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
12 ...

13 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall  
14 be automatically lifted and payment of the civil penalty shall be made by certified check or  
15 money order payable to the Board within 30 days after being notified in writing of the lifting of  
16 the stay.

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

24 ...

25 ...

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

6           13. If Respondent currently sees clients in their own private practice, and obtains any  
7 other type of behavioral health position, either as an employee or independent contractor, where  
8 they provide behavioral health services to clients of another individual or agency, they shall  
9 comply with requirements set forth in paragraphs 14 through 16 below.

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

18           15. If Respondent is not employed as of the effective date of this Order, within 10  
19 days of accepting employment in a position where Respondent provides any type of behavioral  
20 health related services or in a setting where any type of behavioral health, health care, or social  
21 services are provided, Respondent shall provide the Board Chair or designee with a written  
22 statement providing the contact information of their new employer and a signed statement from  
23 Respondent's new employer confirming Respondent provided the employer with a copy of this  
24 Consent Agreement. If Respondent does not provide the employer's statement to the Board

25 ...

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

4 16. If, during the period of Respondent's probation, Respondent changes  
5 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
6 extended leave of absence for whatever reason that may impact their ability to timely comply  
7 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform  
8 the Board of their change of employment status. After the change and within 10 days of  
9 accepting employment in a position where Respondent provides any type of behavioral health  
10 related services or in a setting where any type of behavioral health, health care, or social  
11 services are provided, Respondent shall provide the Board Chair or designee a written  
12 statement providing the contact information of their new employer(s) and a signed statement  
13 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a  
14 copy of this Consent Agreement. If Respondent does not provide the employer's statement to  
15 the Board within 10 days, as required, Respondent's failure to provide the required statement to  
16 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide  
17 Respondent's employer(s) with a copy of the Consent Agreement.

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

21 18. Prior to the release of Respondent from probation, Respondent must submit a  
22 written request to the Board for release from the terms of this Consent Agreement at least 30  
23 days prior to the date they would like to have this matter appear before the Board. Respondent  
24 may appear before the Board, either in person or telephonically. Respondent must provide

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1 evidence that they have successfully satisfied all terms and conditions in this Consent  
2 Agreement. The Board has the sole discretion to determine whether all terms and conditions of  
3 this Consent Agreement have been met and whether Respondent has adequately demonstrated  
4 that they have addressed the issues contained in this Consent Agreement. In the event that the  
5 Board determines that any or all terms and conditions of this Consent Agreement have not been  
6 met, the Board may conduct such further proceedings as it determines are appropriate to  
7 address those matters.

8 19. Respondent shall bear all costs relating to probation terms required in this  
9 Consent Agreement.

10 20. Respondent shall be responsible for ensuring that all documentation required in  
11 this Consent Agreement is provided to the Board in a timely manner.

12 21. This Consent Agreement shall be effective on the date of entry below.


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

16  
17 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

18   
[Jennifer L. Wagner \(Oct 24, 2024 11:38 PDT\)](#)  
19 Jennifer L. Wagner

Oct 24, 2024  
Date

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

21 By:   
[Tobi Zavala \(Nov 3, 2024 09:47 MST\)](#)  
22 TOBI ZAVALA, Executive Director  
23 Arizona Board of Behavioral Health Examiners

Nov 3, 2024  
Date

24 **ORIGINAL** of the foregoing filed Nov 3, 2024  
25 with:

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

3 **EXECUTED COPY** of the foregoing sent electronically Nov 3, 2024  
to:

4 Mona Baskin  
5 Assistant Attorney General  
2005 North Central Avenue  
6 Phoenix, AZ 85004

7 Jennifer L. Wagner  
Address of Record  
8 Respondent

9 Mandi J. Karvis  
Wicker Smith O'Hara McCoy & Ford, P.A.  
10 One N. Central Ave., Suite 860  
Phoenix, AZ 85004  
11 Attorney for Respondent

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