

1 BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS

2 In the Matter of:

CASE NO. 2011-0079

3 Jennifer Slothower, LPC-1899,
4 Licensed Professional Counselor,
5 In the State of Arizona.

RELEASE FROM
6 CONSENT AGREEMENT AND ORDER

7 RESPONDENT

8 The Board received a request from Respondent to release her from the terms and
9 conditions of the Consent Agreement and Order dated January 26, 2015. After consideration,
10 the Board voted to release Respondent from the terms and conditions of the Consent
11 Agreement and Order dated January 26, 2015.

12 ORDER

13 GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:

14 Respondent is hereby released from all terms and conditions of the Consent Agreement
15 and Order dated January 26, 2015.

16 Dated this 10th day of March, 2016.

17 By:

Tobi Zavala
18 TOBI ZAVALA, Executive Director
19 Arizona Board of Behavioral Health Examiners

20 **ORIGINAL** of the foregoing filed
21 This 10th day of March, 2016, with:

22 Arizona Board of Behavioral Health Examiners
23 3443 N. Central Ave., Suite 1700
24 Phoenix, AZ 85012

25 **COPY** of the foregoing mailed via
26 Certified mail no. 70142870000189575563
27 This 10th day of March, 2016, to:

Jennifer Slothower
Address of Record
Respondent

1 COPY of the foregoing mailed via Mail
This 10th day of March, 2016 to:

2
3 David M. Morrison
4 5225 N Central Ave, Ste 109
5 Phoenix, AZ 85012
6 Attorney for Respondent
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**BEFORE THE ARIZONA BOARD
OF BEHAVIORAL HEALTH EXAMINERS**

**In the Matter of:
Jennifer Slothower, LPC-1899
Licensed Professional Counselor
In the State of Arizona.**

**CASE NO. 2011-0079
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(H) and 41-1092.07(F)(5), Jennifer Slothower ("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 her right to such formal hearing concerning these allegations and irrevocably waives her 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 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 her
3 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
4 original document is ineffective and void unless mutually approved by the parties in writing.

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

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

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

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2 1. Respondent is the holder of License No. LPC-1899 for the practice of counseling
3 in Arizona.

4 2. Respondent is in private practice.

5 3. Respondent provided individual and group therapy to a family as follows:

- 6 • Son 1 was treated from 10/03 – 05/07
- 7 • Son 2 was treated from 05/06 – 11/10
- 8 • Father was treated from 08/06 – 12/07, and 06/08 – 11/10
- 9 • Mother attended as a collateral participant occasionally

10 4. Mother and Father were in a custody dispute.

11 5. Despite Respondent's knowledge of the custody issues, she "assisted" Son 1
12 and Son 2 in writing letters to the court regarding their custody arrangement.

13 6. Following the creation of the letters, Respondent sealed the letters and provided
14 them to Father who submitted them to the Court.

15 7. Respondent wrote a cover letter to the court attesting that the content of the
16 attached letters from Son 1 and Son 2 were the product of individual therapy sessions on
17 05/21/10 and 06/03/10.

18 8. Respondent's progress notes reflect that Son 1 stopped receiving treatment in
19 05/07.

20 9. Mother was not aware of the letters.

21 10. In Board's review of the clients' files, deficiencies were found in the consents for
22 treatment, treatment plans, and progress notes.

23 11. Respondent indicated that Father's client records from 08/06 – 12/07 were
24 shredded and not transferred to his new record which began in 06/08.

25 12. Respondent failed to maintain Father's clinical records for a minimum of 6 years,

1 as required.

2 **CONCLUSIONS OF LAW**

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

6 2. The conduct and circumstances described in the Findings of Fact constitute a
7 violation of A.R.S. § 32-3251(12)(hh), failing to retain records pursuant to A.R.S. § 12-2297.

8 3. The conduct and circumstances described in the Findings of Fact constitute a
9 violation of A.R.S. § 32-3251(12)(l), any conduct, practice or condition that impairs the ability of
10 the licensee to safely and competently practice the licensee's profession.

11 4. The conduct and circumstances described in the Findings of Fact constitute a
12 violation of A.R.S. § 32-3251(12)(p), failure to comply with minimum practice standards as
13 developed by the Board as it relates to the following:

- 14 a. A.A.C. R4-6-1101, Consent for Treatment.
15 b. A.A.C. R4-6-1102, Treatment plan.
16 c. A.A.C. R4-6-1103, Client Record.

17 **ORDER**

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

20 1. Respondent's license, LPC-1899, will be placed on probation for 12 months,
21 effective from the date of entry as signed below.

22 2. Respondent shall not practice under her license, LPC-1899, unless she is fully
23 compliant with all terms and conditions in this Consent Agreement. If, for any reason,
24 Respondent is unable to comply with the terms and conditions of this Consent Agreement, she
25 shall immediately notify the Board in writing and shall not practice under her license until she

1 submits 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 3. 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 she is granted approval to re-commence compliance with the Consent
6 Agreement.

7 Continuing Education

8 4. 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 course in marriage and family ethics and family law
11 from an accredited college or university, pre-approved by the Board Chair or designee. Upon
12 completion, Respondent shall submit to the Board an official transcript establishing completion
13 of the required course.

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

19 6. Respondent may submit continuing education completed since the complaint
20 was filed for consideration by the Board Chair or designee.

21 Early Release

22 7. After completion of the required continuing education, Respondent may request
23 early release from this Consent Agreement if all other terms of the Consent Agreement have
24 been met.
25 ...

GENERAL PROVISIONS

Civil Penalty

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

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

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

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

23 12. Respondent currently sees clients in her own private practice. If Respondent
24 obtains any other type of behavioral health position, either as an employee or independent
25 contractor, where she provides behavioral health services to clients of another individual or

agency, she shall comply with requirements set forth in Paragraphs 13 through 15 below.

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

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

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

1 services or in a setting where any type of behavioral health, health care, or social services are
2 provided, Respondent shall provide the Board Chair or designee a written statement providing
3 the contact information of her new employer(s) and a signed statement from Respondent's new
4 employer(s) confirming Respondent provided the employer(s) with a copy of this Consent
5 Agreement. If Respondent does not provide the employer's statement to the Board within 10
6 days, as required, Respondent's failure to provide the required statement to the Board shall be
7 deemed a violation of A.R.S. § 32-3251(15)(n) and the Board will provide Respondent's
8 employer(s) with a copy of the Consent Agreement.

9 16. Respondent shall practice counseling using the name under which she is
10 licensed. If Respondent changes her name, she shall advise the Board of the name change as
11 prescribed under the Board's regulations and rules.

12 17. 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 she 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 she has successfully satisfied all terms and conditions in this Consent Agreement.
17 The Board has the sole discretion to determine whether all terms and conditions of this Consent
18 Agreement have been met and whether Respondent has adequately demonstrated that she has
19 addressed the issues contained in this Consent Agreement. In the event that the Board
20 determines that any or all terms and conditions of this Consent Agreement have not been met,
21 the Board may conduct such further proceedings as it determines are appropriate to address
22 those matters.

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


25 19. Respondent shall be responsible for ensuring that all documentation required in

this Consent Agreement is provided to the Board in a timely manner.

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

21. 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.

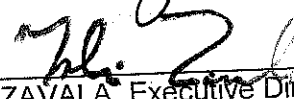
PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT


Jennifer Slothower MS, LPC

Date 1/15/15

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Dated this 26th day of January, 2015

By: 
TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed
This 26th day of January, 2015 with:

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

COPY of the foregoing mailed via Interagency Mail
This 26th day of January, 2015, to:

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

COPY of the foregoing mailed via
Certified mail no. 7014120000006336188 15
This 26th day of January, 2015, to:

Jennifer Slothower
Address of Record
Respondent

...

1 COPY of the foregoing mailed via Mail
This 26th day of January, 2014 ¹⁵ to:

2 David M. Morrison
3 5225 N. Central Ave, Suite 109
4 Phoenix, AZ 85012
5 Attorney for Respondent

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