

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

3 **In the Matter of:**

4 **Jessica A. Hedgepeth, LAC-17196,**  
5 **Licensed Associate Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2024-0010**  
**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), Jessica A. Hedgepeth (“Respondent”) and the Board enter into this  
12 Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as  
13 a final 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 The Board issues the following Findings of Fact, Conclusions of Law and Order:

7 **FINDINGS OF FACT**

8 1. Respondent is the holder of License No. LAC-17196 for the practice of  
9 counseling in Arizona.

10 2. In 11/22, Respondent applied and was subsequently approved for supervised  
11 private practice.

12 3. In 06/23, background information was received regarding Respondent's social  
13 media presence.

14 4. On 07/21/23, this matter was reviewed by the Board due to the above noted  
15 concerns, a complaint was opened and approval for Respondent's supervised private practice  
16 ("Private Practice") was withdrawn.

17 5. However, Respondent's social media continued to advertise using the word  
18 "therapy."

19 6. A 09/27/23 Instagram post indicated that Private Practice no longer bills  
20 insurance, but accepts HSA/FSA cards and is offering reduced-fee therapy packages.

21 7. A 11/23 client list showed at least 11 clients had transitioned to life coaching and  
22 other clients received referrals for other therapists.

23 8. A review of Respondent's clinical records for client C.B. showed the following:

24 ...

25 ...

- 1 a. An 08/29/23 progress note, last updated on 12/14/23, indicating they  
2 discussed the difference between coaching and therapy, and C.B.'s transition  
3 to coaching services.
- 4 b. The 08/29/23 note and a 09/19/23 note have a billing code of 90837.

5 9. Client F.M. commenced therapy with Respondent on 07/06/23, however, F.M.'s  
6 clinical records contained the following:

- 7 a. An 08/16/23 progress note, last updated on 12/04/23, addressing  
8 Respondent's transition to coaching services and F.M. agreeing to start  
9 coaching sessions.
- 10 b. An 08/24/23 progress note discussing brain spotting and childhood trauma.
- 11 c. A 09/06/23 progress note contained a billing code of 90834 for a 3-session  
12 package which, once again, is a psychotherapy billing code.

13 10. Despite documenting that there was a transition to coaching services, the  
14 documented topics remained the same, including discussions of past trauma.

15 11. On 10/09/23, F.M. signed a Wilderness Therapy Consent for Services and  
16 Waiver of Liability and Psychotherapy Consent for Services and Policies, which notes that  
17 Wilderness therapy is an experimental form of therapeutic work.

18 12. Respondent represented the following:

- 19 a. Respondent would have changed the title of the consent to read "wilderness  
20 coaching group."
- 21 b. The group would not really have changed because they meditate, hike, and  
22 do yoga.

23 13. Client D.G.'s clinical records contained the following:

- 24 a. An 08/22/23 progress note, last updated on 12/14/23, discussing a treatment  
25 plan and transition to coaching services.

1 b. A 08/30/23 progress note listed a 90837-billing code, which is a  
2 psychotherapy billing code.

3 14. Despite documenting transitions to coaching services, the billing codes used for  
4 coaching sessions were psychotherapy billing codes.

5 15. Progress notes for clients discussing the transition to coaching services were last  
6 updated on 12/14/23, after the records were requested by Board staff.

7 16. Furthermore, a 02/21/24 Instagram post outlines a client testimonial noting the  
8 client started seeing Respondent 6 months ago while dealing with a crisis in her marriage, and  
9 they discussed old emotional wounds, boundaries, tools for mindfulness, and self-care.

10 17. Respondent represented the following:

11 a. Respondent transferred a few therapy clients to coaching services that were  
12 appropriate to do so.

13 b. Respondent felt it was more beneficial to keep the relationship instead of  
14 forcing clients to terminate and find another provider, when they were not  
15 wanting to do that.

16 c. With coaching, they are not looking at all of the past trauma history and  
17 psychoanalyzing them or discussing their backgrounds.

18 d. Respondent is doing CBT with them, but Board staff should not take that out  
19 of context.

20 18. Based on Respondent's own representations and her documentation, it would  
21 appear the work she was doing with coaching clients could be categorized as therapy.

22 19. Respondent also, in transitioning clients from therapy services to life coaching  
23 services, provided non-therapeutic services to former clients.

24 20. Respondent represented the following:

25 ...

1 a. Billing codes do not matter and she has no control over what billing codes her  
2 supervisor ("Supervisor") uses.

3 b. Supervisor has a separate insurance biller who does not view her EMR  
4 system.

5 21. Respondent represents billing codes have no importance, despite some of her  
6 therapy services having been billed to insurance companies through Supervisor.

7 22. Respondent's Instagram account was also linked to Private Practice's website.

8 23. Respondent's Instagram account contained her title as a therapist and license  
9 credentials.

10 24. Respondent's Instagram contained various posts, starting as early as 07/22,  
11 discussing services for private therapy clients, requests for individuals to set up custom therapy  
12 packages, and a 08/22 picture with mention of "another sunrise therapy session in the books."

13 25. Licensee represented it was not real and it was for advertisement.

14 26. Respondent's Instagram also contained mention of her dating life and various  
15 personal pictures, including Respondent in a bathing suit, Respondent with her children, and  
16 Respondent's back while topless.

17 27. Additionally, Respondent signed a Requirements Acknowledgement as part of  
18 her supervised private practice application, part of which noted: all advertising, marketing, and  
19 practice material must contain a notice that it is a supervised private practice, under supervision,  
20 and the supervisor's contact information.

21 28. This information was missing from both Private Practice's website and Instagram,  
22 despite Respondent acknowledging it was used for marketing and advertising purposes.

23 29. Furthermore, a review of Respondent's social media showed a 09/23 Instagram  
24 story with a caption asking if clients could leave a Google review and that if a recommended  
25 friend becomes a client, there could be a free session.

1           30.     Respondent offered a free session in return for a referral.

2           31.     A review of clinical records showed a 12/23 message from Respondent to a  
3 client asking if the client would write a review that Respondent could share.

4           32.     Respondent not only requested client testimonials from all clients via her social  
5 media, but also directly asked a client for their testimonial.

6           33.     A 03/23 post on Private Practice's Instagram showed a five-star client review,  
7 and various other posts, contain videos of clients sharing their experiences with wilderness  
8 group therapy.

9           34.     Licensee represented she felt it was appropriate to ask clients for reviews  
10 because when running a business, you need people to speak to what your services are and if  
11 you are a good therapist or not.

12          35.     From 01/25/23 – 06/22/23, Respondent provided therapy services to a client  
13 ("Friend").

14          36.     Respondent's Instagram shows a 11/22 post containing a video of Respondent  
15 and a caption noting Friend's Instagram account name.

16          37.     In 04/23, Respondent posted a photo with Friend, noting she visited one of her  
17 favorite providers.

18          38.     A 06/22/23 Instagram post contained a picture of Respondent and Friend, with a  
19 caption stating "one of my favorite friends and clients came in today."

20          39.     Responses to this photo between Respondent and Friend express feelings of  
21 friendship.

22          40.     Clinical records show a 06/22/23 progress note for Friend, showing the post was  
23 made the same day a therapy session took place.

24          41.     Despite Respondent denying a friendship with Friend, she is labeled as such via  
25 social media posts.

1 42. A review of Respondent's social media showed various posts of individuals  
2 appearing to be clients of Respondent.

3 43. A 01/23 and a 04/23 post included video reels of clients sharing their experience  
4 with therapy services, and Respondent tagged the clients' Instagram account.

5 44. On various posts, Respondent had pictures of multiple clients during a  
6 wilderness therapy group outing.

7 45. Respondent represented she posted the pictures after receiving verbal  
8 permission from the clients.

9 46. Lastly, a review of Respondent's clinical records showed various documentation  
10 deficiencies, including the following:

- 11 a. Consent and telehealth forms were missing 7 required elements.
- 12 b. Clinical records for D.G. did not contain a consent for treatment form.
- 13 c. Two of four reviewed client records were missing treatment plans.
- 14 d. Treatment plans were missing three required elements.
- 15 e. Progress notes were missing three required elements.

16 47. Despite being licensed for approximately 6 years and having participated in  
17 supervised private practice as an associate level clinician, Respondent's records contained  
18 deficiencies.

### 19 **CONCLUSIONS OF LAW**

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

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



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

4                               A.R.S. §32-3286, Unlawful Practice

5           4.       The conduct and circumstances described in the Findings of Fact constitute a  
6 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to  
7 recognized standards of ethics in the behavioral health profession or that constitutes a danger  
8 to the health, welfare or safety of a client as it relates to:

9                               **C.3.b. Testimonials**

10           Counselors who use testimonials do not solicit them from current clients, former  
11 clients, or any other persons who may be vulnerable to undue influence.

12           Counselors discuss with clients the implications of and obtain permission for the  
13 use of any testimonial.

14                               **A.5.e. Personal Virtual Relationships with Current Clients**

15           Counselors are prohibited from engaging in any personal virtual relationship with  
16 individuals with whom they have a current counseling relationship (e.g. through  
17 social and other media).

18           5.       The conduct and circumstances described in the Findings of Fact constitute a  
19 violation of A.R.S. § 32-3251(16)(gg), failing to follow federal and state laws regarding the  
20 storage, use and release of confidential information regarding a client’s personal identifiable  
21 information or care.

22           6.       The conduct and circumstances described in the Findings of Fact constitute a  
23 violation of A.R.S. § 32-3251(16)(y), engaging in a dual relationship with a client that could  
24 impair the licensee’s objectivity or professional judgement or create a risk of harm to the client.  
25 For the purposes of this subdivision, “dual relationship” means a licensee simultaneously

1 engages in both a professional and nonprofessional relationship with a client that is avoidable  
2 and not incidental.

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

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

7 A.A.C. R4-6-1102, Treatment Plan

8 A.A.C. R4-6-1103, Client Record

9 A.A.C. R4-6-1106, Telepractice

10 **ORDER**

11 Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to  
12 the provision and penalties imposed as follows:

13 1. Respondent's license, LAC-17196, shall be surrendered to the Board, effective  
14 from the date of entry as signed below.

15 2. The surrender shall be considered a revocation of Respondent's license.

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

17 *Jessica Hedgepeth*  
18 Jessica Hedgepeth (Aug 1, 2024 14:19 PDT)  
19 Jessica A. Hedgepeth

Aug 1, 2024  
Date

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

21 By: *Moli Zavala*  
22 TOBI ZAVALA, Executive Director  
23 Arizona Board of Behavioral Health Examiners

Aug 2, 2024  
Date

24 **ORIGINAL** of the foregoing filed Aug 2, 2024  
with:

25 Arizona Board of Behavioral Health Examiners

1 1740 West Adams Street, Suite 3600  
2 Phoenix, AZ 85007

3 **EXECUTED COPY** of the foregoing sent electronically Aug 2, 2024

4 to:

5 Mona Baskin  
6 Assistant Attorney General  
7 2005 North Central Avenue  
8 Phoenix, AZ 85004

9 Jessica A. Hedgepeth  
10 Address of Record  
11 Respondent

12 Mandi Karvis  
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14 One N. Central Ave., Ste. 860  
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