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BEFORE THE ARIZONA BOARD OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

William C. Wennerholm, LCSW-1943, Licensed Clinical Social Worker, In the State of Arizona. CASE NO. 2025-0177
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), William C. Wennerholm ("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:

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

- 4. Respondent acknowledges and agrees that upon signing this Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke their acceptance of this Consent Agreement or make any modifications to it. Any modification of this original document is ineffective and void unless mutually approved by the parties in writing.
- 5. The findings contained in the Findings of Fact portion of this Consent Agreement are conclusive evidence of the facts stated herein between only Respondent and the Board for the final disposition of this matter and may be used for purposes of determining sanctions in any future disciplinary matter.
- 6. This Consent Agreement is subject to the Board's approval, and will be effective only when the Board accepts it. In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this document or of any records relating thereto.
- Agreement is solely to settle this Board matter and does not preclude the Board from instituting other proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding any language in this Consent Agreement, this Consent Agreement does not preclude in any way any other state agency or officer or political subdivision of this state from instituting proceedings, investigating claims, or taking legal action as may be appropriate now or in the future relating to this matter or other matters concerning Respondent, including but not limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board, this Consent Agreement makes no representations, implied or

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

- 8. Respondent understands that once the Board approves and signs this Consent Agreement, it is a public record that may be publicly disseminated as a formal action of the Board, and that it shall be reported as required by law to the National Practitioner Data Bank.
- 9. Respondent further understands that any violation of this Consent Agreement constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in disciplinary action pursuant to A.R.S. § 32-3281.
- 10. The Board therefore retains jurisdiction over Respondent and may initiate disciplinary action against Respondent if it determines that they have failed to comply with the terms of this Consent Agreement or of the practice act.

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

FINDINGS OF FACT

- Respondent is the holder of License No. LCSW-1943 for the practice of social work in Arizona.
 - 2. Since 2004, Respondent has been licensed as an LCSW.
 - 3. Around 09/24, Respondent began providing Complainant therapy services.
- 4. Complainant outlines, in the complaint, that she was never offered intake paperwork, consent forms, or anything else to review and sign.
 - 5. Respondent represents the following in his written response:
 - Respondent acknowledges that his charting practices in this case do not meet the standards of practice in the community.
 - Respondent admits that most of his records would have charting deficiencies similar to those seen in this chart.
 - 6. Despite being licensed for approximately 21 years, Respondent's documentation

and documentation practices do not meet the Board's requirements.

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CONCLUSIONS OF LAW

- The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 et seg. 1. and the rules promulgated by the Board relating to Respondent's professional practice as a licensed behavioral health professional.
- 2. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(p), failure to conform to minimum practice standards as developed by the board, as it relates to:

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

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

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

ORDER NOT TO RENEW

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

- 1. As of the effective date of the Consent Agreement, Respondent shall not practice under their license.
 - 2. Respondent's license, LCSW-1943 shall by rule, expire on 03/31/25.
 - 3. Respondent agrees not to renew their license.
- 4. Respondent agrees not to submit any type of new license application to the Board for a minimum of five (5) years.
- 5. 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.

Practice Termination Plan

Within 14 days of the effective date of the Consent Agreement, Respondent shall submit a written plan for terminating their private practice for pre-approval by the Board Chair of designed. At a minimum, the proposed termination plan must include each of the following:

- a. A written protocol for the secure storage, transfer and access of the clinical records of Respondent's clients and former clients.
- b. The procedure by which Respondent shall notify each client and former client in a timely manner regarding the future location of the clinical records of Respondent's clients and former clients and how those records can be accessed after the termination of Respondent's practice.
- c. A written protocol for developing an appropriate referral for continuation of care for Respondent's current clients.
- d. A list of Respondent's current clients and the timeframe for terminating services to each client. The timeframe for terminating services shall not exceed 30 days.

PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

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Villiam Ç	. Wennerholm	Date	

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

TOBI ZAVALA, Executive Director

Adizona Board of Behavioral Health Examiners

3-20-25 Date

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1	original of the foregoing filed 5-20-25 with:		
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3	Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600 Phoenix, AZ 85007		
4	EXECUTED COPY of the foregoing sent electronically 3-20-25		
5	to:		
6	Mona Baskin Assistant Attorney General		
7	2005 North Central Avenue Phoenix, AZ 85004		
8	William C. Wennerholm		
9	Address of Record Respondent		
10	J. Arthur Eaves		
11	Sanders Parks Attorneys at Law		
12	3030 North Third Street, Suite 1300 Phoenix, AZ 85012		
13	Attorney for Respondent		
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