

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

3 **In the Matter of:**

4 **Jennifer L. Lohmeyer, LAC-19254,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0129
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. Lohmeyer (“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 and the lifting of the stay of suspension.

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. LAC-19254 for the practice of
15 counseling in Arizona.

16 2. A 01/23 Board complaint alleged Respondent denied using alcohol at work, but
17 yielded a positive breathalyzer result.

18 3. Agency's investigative records show there were two incidents of employees
19 smelling alcohol on Respondent's breath and seeing her stagger, with the second incident
20 leading to Respondent submitting to a breathalyzer test.

21 4. In 02/23, Respondent entered into an Interim Consent Agreement ("ICA") and
22 sought out substance use treatment.

23 5. In 06/23, Respondent successfully completed treatment for her substance use.

24 6. Since 02/01/23, Respondent has been sober and has adhered to treatment
25 recommendations to aid in her sobriety.

1 therapist's curriculum vitae for pre-approval by the Board Chair or designee. Also within 30 days
2 of the date of this Consent Agreement, the therapist shall submit a letter addressing why they
3 should be approved, acknowledging that they have reviewed the Consent Agreement and
4 include the results of an initial assessment and a treatment plan regarding the proposed
5 treatment of Respondent.

6 13. Upon approval, the Board will provide the therapist with copies of any required
7 evaluations completed at the request of the Board prior to this Consent Agreement and the
8 Board's investigative report.

9 **Focus and Frequency of Therapy**

10 14. The focus of the therapy shall relate to substance use recovery. Respondent
11 shall meet with the therapist twice a month.

12 **Reports**

13 15. Once approved, the therapist shall submit quarterly reports and a final summary
14 report to the Board for review and approval. The quarterly reports shall include issues presented
15 in this Consent Agreement that need to be reported and the therapist shall notify the Board if
16 more frequent therapy is needed. The reports shall address Respondent's current mental health
17 status, medications prescribed, if any, treatment recommendation, and shall report if, in their
18 professional opinion, Respondent becomes unable to practice psychotherapy safely and
19 competently. The final report shall also contain a recommendation as to whether the
20 Respondent should be released from this Consent Agreement.

21 **Medication Management**

22 16. During the period of probation, Respondent shall receive medication
23 management for 12 months as recommended by a medical practitioner with expertise in the
24 treatment of behavioral health issues. Within 30 days of the date of this Consent Agreement,
25 Respondent shall submit the name of a medical practitioner for pre-approval by Board Chair or

1 designee. Respondent may submit the name of their current medical practitioner for
2 consideration.

3 17. Also within 30 days of the date of this Consent Agreement, the medical
4 practitioner shall submit a letter addressing why they should be approved, acknowledging that
5 they have reviewed the Consent Agreement and include the results of an initial assessment
6 and a treatment plan regarding the proposed treatment of Respondent. The proposed
7 treatment plan shall address the frequency of medical treatment required.

8 18. Upon approval, the Board will provide the medical practitioner with copies of any
9 required evaluations completed at the request of the Board prior to this Consent Agreement and
10 the Board's investigative report.

11 **Focus and Frequency of Medical Treatment**

12 19. The focus of the medical treatment shall relate to the relevant concerns
13 identified in this Consent Agreement, the evaluations completed at the Board's direction, and/or
14 the Board's investigative report. Respondent shall meet in person with the medical practitioner
15 in accordance with the frequency identified in the treatment plan approved by the Board Chair
16 or designee.

17 **Medical Treatment Reports**

18 20. Once approved, the medical practitioner shall submit quarterly reports for review
19 and approval by the Board Chair or designee.

20 21. The reports shall include issues presented in this Consent Agreement and/or the
21 Board's investigative report that need to be reported. The reports shall also address
22 Respondent's current medical status, medications prescribed, if any, treatment
23 recommendations, and shall report if, in their professional opinion, Respondent is unable to
24 practice psychotherapy safely and competently.

25 ...

1 Board or its designee within 7 days regarding any issue of noncompliance by Respondent.
2 Respondent shall notify the biological fluid testing laboratory and the Board, in writing, of
3 unavailability to test prior to an anticipated absence or if unable to provide a sample due to
4 illness. Respondent must submit in writing within 7 days of the missed specimen,
5 documentation from a treating physician who has personally evaluated Respondent on the day
6 of the requested screen that Respondent was not physically able to report to the laboratory for
7 biological fluid testing.

8 ***Failure to show for a random biological fluid test or failure to provide a random***
9 ***biological fluid sample on a day when a sample is requested by the Board, its designee***
10 ***or the laboratory will be considered an admission of a positive urine screening.*** The
11 following situations will also constitute ***an admission of a positive urine screen***: submission of
12 a specimen where the integrity has been compromised as indicated by the presence of
13 adulterants, with determination made by laboratory personnel; submission of a sample that is
14 below acceptable volume or temperature to be tested; failure to provide written advance notice
15 of anticipated absence; and failure to provide written verification of illness from a physician
16 within 7 days of the missed specimen.

17 ***Failure to show for the random biological fluid test, failure to provide a random***
18 ***biological fluid sample*** or a positive drug screen showing evidence of any drug other than an
19 authorized medication ***will constitute a violation of this Order. A violation of this Order for***
20 ***those reasons will be deemed to be a threat to the public's health, safety and welfare.***
21 ***The Board may then summarily suspend Respondent's license and may impose***
22 ***disciplinary action including but not limited to suspension or revocation of Respondent's***
23 ***license, after notice and opportunity for a hearing. The issue at such hearing will be***
24 ***limited to whether Respondent violated this Order by failing to show for a random***

1 **biological fluid test, failing to provide a random biological fluid sample or for having**
2 **tested positive for any drug other than an authorized medication.**

3 26. Respondent shall abstain completely from the personal use of the following
4 substances: opiates, foodstuffs containing poppy seeds, foodstuffs containing hemp products,
5 and herbal or health preparations containing derivatives of controlled substances. Respondent
6 is fully responsible for any and all ingested materials and their contents.

7 27. Respondent shall abstain completely from the personal use of alcohol or
8 controlled substances or possession of controlled substances, as defined in the State Controlled
9 Substances Act and Dangerous Drugs and Narcotics as defined by law or any drugs requiring a
10 prescription. Respondent shall abstain from the use of alcohol and all over-the-counter
11 medications except plain aspirin, acetaminophen, or ibuprofen.

12 28. Orders prohibiting Respondent from personal use or possession of controlled
13 substances, dangerous drugs, narcotics, or medications do not apply to medications lawfully
14 prescribed to Respondent for a bona fide illness or condition by a medical care provider. During
15 the duration of this Consent Agreement, Respondent shall select one (1) medical care provider
16 to coordinate their health care needs and to be aware of all prescriptions utilized by
17 Respondent. Respondent shall immediately submit to that provider a copy of this Consent
18 Agreement and shall execute all release of information forms as required by the Board or its
19 designee. The medical care provider shall, within 14 days of the effective date of this Consent
20 Agreement, inform the Board, in writing, of knowledge of Respondent's Consent Agreement and
21 provide a list of medications prescribed for Respondent. During the duration of this Consent
22 Agreement, Respondent shall cause all providers to notify the Board of any additional
23 medications ordered by the provider. The notification shall be made in writing within 7 days of
24 the provider's issuance of the prescription.

25 ...

1 receives the written request within 10 days or less of the next regularly scheduled Board
2 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
3 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
4 review.

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

10 35. If Respondent currently sees clients in their own private practice, and obtains any
11 other type of behavioral health position, either as an employee or independent contractor, where
12 they provide behavioral health services to clients of another individual or agency, they shall
13 comply with requirements set forth in paragraphs 36 through 38 below.

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

22 37. If Respondent is not employed as of the effective date of this Order, within 10
23 days of accepting employment in a position where Respondent provides any type of behavioral
24 health related services or in a setting where any type of behavioral health, health care, or social
25 services are provided, Respondent shall provide the Board Chair or designee with a written

1 statement providing the contact information of their new employer and a signed statement from
2 Respondent's new employer confirming Respondent provided the employer with a copy of this
3 Consent Agreement. If Respondent does not provide the employer's statement to the Board
4 within 10 days, as required, Respondent's failure to provide the required statement to the Board
5 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
6 employer(s) with a copy of the Consent Agreement.

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

21 39. Respondent shall practice behavioral health using the name under which they
22 are licensed. If Respondent changes their name, they shall advise the Board of the name
23 change as prescribed under the Board's regulations and rules.

24 40. Prior to the release of Respondent from probation, Respondent must submit a
25 written request to the Board for release from the terms of this Consent Agreement at least 30

1 days prior to the date they would like to have this matter appear before the Board. Respondent
2 may appear before the Board, either in person or telephonically. Respondent must provide
3 evidence that they have successfully satisfied all terms and conditions in this Consent
4 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
5 this Consent Agreement have been met and whether Respondent has adequately demonstrated
6 that they have addressed the issues contained in this Consent Agreement. In the event that the
7 Board determines that any or all terms and conditions of this Consent Agreement have not been
8 met, the Board may conduct such further proceedings as it determines are appropriate to
9 address those matters.

10 41. Respondent shall bear all costs relating to probation terms required in this
11 Consent Agreement.

12 42. Respondent shall be responsible for ensuring that all documentation required in
13 this Consent Agreement is provided to the Board in a timely manner.

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

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

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

19 *Jennifer Lohmeyer*
Jennifer Lohmeyer (Apr 17, 2024 09:41 PDT)

20 Jennifer L. Lohmeyer

Apr 17, 2024

Date

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

22 By: *Mpli Zavala*

23 TOBI ZAVALA, Executive Director
24 Arizona Board of Behavioral Health Examiners

Apr 17, 2024

Date

1 **ORIGINAL** of the foregoing filed Apr 17, 2024
with:

2
3 Arizona Board of Behavioral Health Examiners
4 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

5 **EXECUTED COPY** of the foregoing sent electronically Apr 17, 2024
to:

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

9 Jennifer L. Lohmeyer
10 Address of Record
Respondent

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1 4. Respondent understands that this Interim Consent Agreement does not
2 constitute a dismissal or resolution of this matter or any matters that may be currently pending
3 before the Board and does not constitute any waiver, express or implied, of the Board's
4 statutory authority or jurisdiction regarding any other pending or future investigations, actions,
5 or proceedings. Respondent also understands that acceptance of this Interim Consent
6 Agreement does not preclude any other agency, subdivision, or officer of this State from
7 instituting civil or criminal proceedings with respect to the conduct that is the subject of this
8 Interim Consent Agreement. Respondent does not intend their acceptance of this Interim
9 Consent Agreement to constitute an admission of any fact or facts and they enter into this
10 agreement as an interim compromise of a pending matter. Respondent further does not
11 relinquish their rights to an administrative hearing, rehearing, review, reconsideration, judicial
12 review or any other administrative and/or judicial action, concerning the matters related to a
13 final disposition of this matter, unless they affirmatively does so as part of the final resolution of
14 this matter.

15 5. Respondent acknowledges and agrees that upon signing this Interim Consent
16 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
17 acceptance of this Interim Consent Agreement or make any modifications to it. Any
18 modification of this original document is ineffective and void unless mutually approved by the
19 parties in writing.

20 6. Respondent understands that this Interim Consent Agreement shall not become
21 effective unless and until it is adopted by the Board and signed by its Executive Director.

22 7. Respondent understands and agrees that if the Board does not adopt this
23 Interim Consent Agreement, they will not assert in any future proceedings that the Board's
24 consideration of this Interim Consent Agreement constitutes bias, prejudice, prejudgment, or
25 other similar defense.

1 8. Respondent acknowledges and agrees that the acceptance of this Consent
2 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
3 other proceedings as may be appropriate now or in the future. Furthermore, and
4 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
5 preclude in any way any other state agency or officer or political subdivision of this state from
6 instituting proceedings, investigating claims, or taking legal action as may be appropriate now
7 or in the future relating to this matter or other matters concerning Respondent, including but not
8 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
9 than with respect to the Board, this Consent Agreement makes no representations, implied or
10 otherwise, about the views or intended actions of any other state agency or officer or political
11 subdivision of the state relating to this matter or other matters concerning Respondent.

12 9. Respondent understands that this Interim Consent Agreement is a public record
13 that may be publicly disseminated as a formal action of the Board, and that it shall be reported
14 as required by law to the National Practitioner Data Bank.

15 10. Respondent understands that this Interim Consent Agreement does not alleviate
16 their responsibility to comply with the applicable license-renewal statutes and rules. If this
17 Interim Consent Agreement remains in effect at the time Respondent's behavioral health
18 licenses come up for renewal, they must renew their license(s) if Respondent wishes to retain
19 their license(s). If Respondent elects not to renew their license(s) as prescribed by statute and
20 rule, Respondent's license(s) will not expire but rather, by operation of law (A.R.S. § 32-3202),
21 become suspended until the Board takes final action in this matter. Once the Board takes final
22 action, in order for Respondent to be licensed in the future, they must submit a new application
23 for licensure and meet all of the requirements set forth in the statutes and rules at that time.

24 11. Respondent understands that any violation of this Interim Consent Agreement
25 constitutes unprofessional conduct under A.R.S. § 32-3251(16)(n), violating a formal order,

1 consent agreement, term of probation or stipulated agreement, and may result in disciplinary
2 action under A.R.S. § 32-3281.

3 Respondent understands and agrees that:

4 **INTERIM FINDINGS OF FACT**

5 1. The Board is the duly constituted authority for licensing and regulating the
6 practice of counseling in the State of Arizona.

7 2. Respondent is the holder of License No. LAC-19254.

8 3. Respondent agrees to voluntarily enter into this interim consent agreement while
9 she tends to her substance use recovery efforts.

10 **INTERIM CONCLUSIONS OF LAW**

11 1. The Board possesses subject matter and personal jurisdiction over Respondent
12 pursuant to A.R.S. § 32-3251 *et seq.*

13 2. The Board is authorized to enter into an interim consent agreement with a
14 licensed associate counselor to limit or restrict the professional's practice in order to protect the
15 public and ensure that the professional is able to safely engage in the practice of counseling
16 pursuant to A.R.S. § 32-3281.

17 **INTERIM ORDER**

18 Based on the Interim Findings of Fact and Interim Conclusions of Law, and pursuant to
19 the authority granted to the Board under A.R.S. § 32-3281:

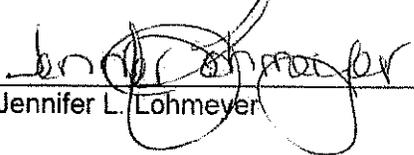
20 **IT IS HEREBY ORDERED** that Respondent shall not practice under their license until
21 such time as they submit a written request for the reinstatement of their license to the Board and
22 the Board affirmatively approves Respondent's request for reinstatement. The Board may, in its
23 discretion, require any combination of staff-approved physical, psychiatric, or psychological
24 examinations, or other types of examinations, evaluations or interviews it believes are

25 ...

1 necessary to assist the Board in determining whether Respondent is able to safely and
2 competently return to the practice of counseling. The Board's affirmative approval to permit
3 Respondent to return to practicing under their license shall not preclude the Board from taking
4 any other action it deems appropriate based upon the conduct set forth in the Interim Findings
5 of Fact.

6 Respondent's agreement not to practice under License No. LAC-19254 will be
7 considered an interim suspension of their license.

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

10 
11 Jennifer L. Lohmeyer

2/21/23
Date

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

13 By: 
14 TOBÍ ZAVALA, Executive Director
15 Arizona Board of Behavioral Health Examiners

2-21-23
Date

16 **ORIGINAL** of the foregoing filed 02/21/23
17 with:

18 Arizona Board of Behavioral Health Examiners
19 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

20 **EXECUTED COPY** of the foregoing sent electronically 02/21/23
21 to:

22 Mona Baskin
23 Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

24 Jennifer L. Lohmeyer
25 Address of Record
Respondent