

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

2 **In the Matter of:**

3 **Morgan E. Fechtel, LPC-19210,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2021-0039


**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated September 27th, 2021. After
9 consideration, the Board voted to release Respondent from the terms and conditions of the
10 Consent Agreement and Order dated September 27th, 2021.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated September 27th, 2021.

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

Nov 13, 2023

Date

17
18 **ORIGINAL** of the foregoing filed Nov 13, 2023
19 with:

20 Arizona Board of Behavioral Health Examiners
21 1740 West Adams Street, Suite 3600
22 Phoenix, AZ 85007

23 **EXECUTED COPY** of the foregoing sent electronically Nov 13, 2023
24 to:

25 Morgan E. Fechtel
Address of Record
Respondent

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

3 **In the Matter of:**

4 **Morgan E. Fechtel, LPC-19210],**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2021-0039
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), Morgan E. Fechtel (“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

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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. LPC-19210 for the practice of
15 counseling in the state of Arizona.

16 2. On 09/10/20, Respondent was involuntarily terminated from a behavioral health
17 agency (“Agency”) for falsifying behavioral health documents.

18 3. Agency concluded that over a period of approximately five and a half months,
19 from 03/15/20 – 08/29/20, Respondent overbilled for behavioral health services by nearly 295
20 hours.

21 4. Based on Respondent’s commission-based salary structure, Agency concluded
22 Respondent was overpaid by \$16,217.25 from 03/15/20 – 08/29/20.

23 5. Additionally, Agency owner (“Owner”) advised Board staff that Agency had to
24 send back \$35,584.60 in behavioral health service fees due to Respondent’s overbilling.

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1 6. Respondent represented the following in her initial written response to the
2 Complaint:

3 a. Respondent has difficulty with mathematical calculations and short-term
4 working memory.

5 b. Upon her hire and in the years afterward, Respondent repeatedly
6 disclosed her issues with memory and numbers to her former clinical
7 supervisor at Agency (“Supervisor”) who is now retired.

8 c. Upon being terminated, Respondent contacted Supervisor who verbally
9 acknowledged that they had discussed Respondent’s deficits on multiple
10 occasions.

11 d. However, when Respondent reached out repeatedly to request a written
12 statement, Supervisor did not answer or respond to Respondent.

13 e. The transition to telemedicine happened overnight and Respondent was
14 not properly trained or prepared for the abrupt transition.

15 f. Respondent was not trained to check call records to ensure accuracy in
16 time reporting.

17 g. Respondent uncovered anomalies in Agency’s spreadsheet.

18 h. Respondent does not deny making mistakes, but they were honest
19 mistakes.

20 7. Along with her written response, Respondent submitted a letter from her
21 physician (“Physician”), dated 10/09/20, which indicated the following:

22 a. Respondent has been a patient of Physician since 2005.

23 b. Respondent reports experiencing the following since 2011:

- 24 ▪ Significantly increased difficulty with focus, concentration and short-
25 term memory.

- 1 ▪ Developing various functional adaptations to compensate for these
- 2 deficits.

3 8. Respondent sent a 07/14/21 email to Board staff indicating the following:

- 4 a. Respondent was emailed a spreadsheet allegedly containing Verizon call
- 5 logs and Google meeting records.
- 6 b. Respondent was not provided with the actual records and someone must
- 7 have imported them into a spreadsheet.
- 8 c. The records are clearly not accurate.
- 9 d. In hindsight, Respondent finds the timeline fishy.

10 9. Based on Respondent's assertions regarding her cognitive deficits and the

11 accuracy of Agency's spreadsheet, Board staff obtained the following records:

- 12 a. The last five (5) years of Respondent's medical records from Physician
- 13 b. The actual Verizon and Google records.
- 14 c. Respondent's clinical supervision notes from 04/18 – 06/20.

15 10. Despite representing that she had cognitive deficits since 2011, there was no

16 corroborating evidence in Respondent's medical record that she had or reported any such

17 deficits prior to the overbilling incident at Agency.

18 11. Despite Respondent's concerns regarding the veracity of Agency's spreadsheet,

19 Board staff's review of the actual Verizon and Google records did not reveal any substantive

20 deviations when compared to Agency's spreadsheet.

21 12. Additionally, Board staff's random review of the actual logs revealed that during a

22 10-day period from 08/14/20 – 08/24/20, Respondent overbilled sessions by more than 30

23 minutes on 14 separate occasions.

24 ...

25 ...

1 13. Despite Respondent’s assertion that she repeatedly disclosed her cognitive
2 deficits to Supervisor, Board staff’s review of over two (2) years of supervision records found no
3 evidence of any such disclosures.

4 14. Respondent represented the following regarding the overbilling issues during her
5 08/21 investigative interview:

6 a. When switching to telecommuting sessions, Respondent did not use
7 Agency’s laptop and was not great about looking at the clock and
8 documenting her start and end times.

9 b. Respondent would do rough calculations ahead of time and, “The issue
10 with that was then I forgot to go back and correct.”

11 c. Respondent was working from her bed with her laptop and did not even
12 have a desk or room to use scrap paper.

13 d. Respondent had never used an iPhone and did not know how to check
14 the call records or Google records.

15 e. Respondent missed the 1-hour training Agency provided.

16 f. **NOTE:** Respondent acknowledged having a personal training session
17 with Supervisor after missing the scheduled training.

18 g. The times Respondent documented were “the best estimate I could come
19 up with not knowing how to actually access the records.”

20 h. It did not previously occur to Respondent to ask anyone how to access
21 the call log records as she was unaware that there were any issues.

22 i. Respondent did not need sixteen thousand extra dollars.

23 15. Respondent represented the following regarding her cognitive issues during her
24 08/21 investigative interview:

25 ...

- 1 a. Respondent did repeatedly verbally inform Supervisor about her memory
2 deficits during their supervision meetings.
- 3 b. After Respondent was terminated from Agency, Supervisor confirmed that
4 they had spoken frequently about Respondent's memory issues.
- 5 c. Respondent attempted to get a letter from Supervisor confirming these
6 discussions, but Supervisor became unresponsive.
- 7 d. Respondent thinks Supervisor stopped responding to her because
8 Supervisor is "buddy, buddy" with Owner and Respondent thinks Owner
9 got to her.
- 10 e. When Board staff asked why there is no documentation in Respondent's
11 medical records regarding her alleged cognitive deficits, Respondent
12 responded, "It's not that I never mentioned it, if it was never
13 documented...I don't know his process for documentation."
- 14 f. Once Respondent was fired, she did not follow through with an
15 appointment for the neurologist.

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)(b), using fraud or deceit in connection with rendering services
22 as a Respondent or in establishing qualifications pursuant to this chapter.

23 3. 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 **ORDER**

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

4 1. Respondent's license, LPC-19210, will be placed on probation for 24 months,
5 effective from the date of entry as signed below.

6 2. Respondent shall not practice under their license, LPC-19210, unless they are
7 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
8 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
9 shall immediately notify the Board in writing and shall not practice under their license until they
10 submit a written request to the Board to re-commence compliance with this Consent Agreement.
11 All such requests shall be pre-approved by the Board Chair or designee.

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

16 **Continuing Education**

17 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
18 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
19 hours of continuing education addressing self-care and burn out. All required continuing
20 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
21 shall submit a certificate of completion of the required continuing education.

22 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
23 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
24 hours of continuing education addressing telehealth. All required continuing education shall be

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1 pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a
2 certificate of completion of the required continuing education.

3 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
4 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
5 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course
6 addressing current behavioral health documentation standards in Arizona. All required
7 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
8 Respondent shall submit a certificate of completion of the required continuing education.

9 7. In addition to the continuing education requirements of A.R.S. § 32-3273, within
10 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
11 three semester credit hour graduate level behavioral health ethics course from a regionally
12 accredited college or university, pre-approved by the Board Chair or designee. Upon
13 completion, Respondent shall submit to the Board an official transcript establishing completion
14 of the required course.

15 **Clinical Supervision**

16 8. While on probation, Respondent shall submit to clinical supervision for 24 months
17 by a masters or higher level behavioral health professional licensed by the Arizona Board of
18 Behavioral Health Examiners at the independent level and who is on the Board's clinical
19 supervision registry. Within 30 days of the date of this Consent Agreement, Respondent shall
20 submit the name of a clinical supervisor for pre-approval by the Board Chair or designee. Also
21 within 30 days of the date of this Consent Agreement, the clinical supervisor shall submit a letter
22 disclosing their prior relationship to Respondent. In that letter, the clinical supervisor must
23 address why they should be approved, acknowledge that they have reviewed the Consent
24 Agreement and Investigative Report and include the results of an initial assessment and a
25 ...

1 supervision plan regarding the proposed supervision of Respondent. The letter from the
2 supervisor shall be submitted to the Board.

3 **Focus and Frequency of Clinical Supervision**

4 9. The focus of the supervision shall relate to Board statutes and rules, issues
5 addressed in the Investigative Report, insight and documentation. Respondent shall meet
6 individually in person with the supervisor for a minimum of one hour twice per month if working
7 fulltime.

8 **Reports**

9 10. Once approved, the supervisor shall submit quarterly reports for review and
10 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
11 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
12 more frequent supervision is needed. Quarterly reports shall include the following:

13 a. Dates of each clinical supervision session.

14 b. A comprehensive description of issues discussed during supervision
15 sessions.

16 11. All quarterly supervision reports shall include a copy of clinical supervision
17 documentation maintained for that quarter. All clinical supervision documentation maintained by
18 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

19 12. After Respondent's probationary period, the supervisor shall submit a final
20 summary report for review and approval by the Board Chair or designee. The final report shall
21 also contain a recommendation as to whether the Respondent should be released from this
22 Consent Agreement.

23 **Change of Clinical Supervisor During Probation**

24 13. If, during the period of Respondent's probation, the clinical supervisor determines
25 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of

1 the end of supervision and provide the Board with an interim final report. Respondent shall
2 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
3 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
4 proposed clinical supervisor shall provide the same documentation to the Board as was required
5 of the initial clinical supervisor.

6 **GENERAL PROVISIONS**

7 **Provision of Clinical Supervision**

8 14. Respondent shall not provide clinical supervision while subject to this Consent
9 Agreement.

10 **Civil Penalty**

11 15. Subject to the provisions set forth in paragraph 16, the Board imposes a civil
12 penalty against the Respondent in the amount of \$1,000.00.

13 16. Respondent's payment of the civil penalty shall be stayed so long as Respondent
14 remains compliant with the terms of this Consent Agreement. If Board staff determines that
15 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
16 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
17 be automatically lifted and payment of the civil penalty shall be made by certified check or
18 money order payable to the Board within 30 days after being notified in writing of the lifting of
19 the stay.

20 17. Within 10 days of being notified of the lifting of the stay, Respondent may request
21 that the matter be reviewed by the Board for the limited purpose of determining whether the
22 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
23 receives the written request within 10 days or less of the next regularly scheduled Board
24 meeting, the request will not be heard at that meeting, but will be heard at the next regularly

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1 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
2 review.

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

8 19. If Respondent currently sees clients in their own private practice, and obtains any
9 other type of behavioral health position, either as an employee or independent contractor, where
10 they provide behavioral health services to clients of another individual or agency, they shall
11 comply with requirements set forth in paragraphs 20 through 22 below.

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

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

1 Consent Agreement. If Respondent does not provide the employer's statement to the Board
2 within 10 days, as required, Respondent's failure to provide the required statement to the Board
3 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
4 employer(s) with a copy of the Consent Agreement.

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

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

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

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

10 26. 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 27. This Consent Agreement shall be effective on the date of entry below.

13 28. 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 *Morgan Fechtel*
19 Morgan Fechtel (Sep 27, 2021 07:26 PDT)
Morgan E. Fechtel

Sep 27, 2021
Date

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

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

Sep 27, 2021
Date

24 **ORIGINAL** of the foregoing filed Sep 27, 2021
25 with:

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

Sep 27, 2021

4 **EXECUTED COPY** of the foregoing sent electronically
5 to:

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

10 Morgan E. Fechtel
11 Address of Record
12 Respondent

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