

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 only between 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 understands that once the Board approves and signs this Consent
17 Agreement, it is a public record that may be publicly disseminated as a formal action of the
18 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

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

20 **FINDINGS OF FACT**

21 1. Respondent is the holder of License No. LCSW-15547, for the practice of social
22 work in Arizona.

23 2. From 2011 – 2015, Respondent worked for a behavioral health agency
24 ("Agency") as a therapist.

25 3. While employed at Agency, Respondent provided behavioral health services to

1 an adult male client ("Client").

2 4. Respondent acknowledges engaging in a sexual relationship with Client while
3 Client was in Respondent's care, as well as following the termination of Client's professional
4 services.

5 5. As a result of her conduct, Respondent has agreed to voluntarily surrender her
6 clinical social work license.

7 **CONCLUSIONS OF LAW**

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

11 2. The conduct and circumstances described in the Findings of Fact constitute a
12 violation of A.R.S. § 32-3251(16)(v), engaging in any sexual conduct between a licensee and a
13 client or former client.

14 **ORDER**

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

17 1. Respondent's license, LCSW-15547, shall be surrendered to the Board, effective
18 from the date of entry as signed below.

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

20 **Practice Termination Plan**

21 3. Within 14 days of the effective date of the consent agreement, Respondent shall
22 submit a written plan for terminating their private practice for pre-approval by the Board Chair or
23 designee. At a minimum, the proposed termination plan must include each of the following:

24 a. A written protocol for the secure storage, transfer and access of the clinical
25 records of Respondent's clients and former clients.

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

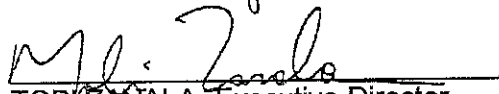
10 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

11
 12 
 Holly G. Fechtmeyer

12 12/11/18
 Date

13
 14 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

15 Dated this 15th day of January, ²⁰¹⁹~~2018~~.

16 By: 
 17 TOBY ZAVALA, Executive Director
 18 Arizona Board of Behavioral Health Examiners

19
 20
 21 **ORIGINAL** of the foregoing filed
 This 15th day of January, ²⁰¹⁹~~2018~~ with:

22 Arizona Board of Behavioral Health Examiners
 23 1740 West Adams Street, Suite 3600
 Phoenix, AZ 85007

24 **COPY** of the foregoing mailed via Interagency Mail
 25 This 15th day of January, ²⁰¹⁹~~2018~~, to:

1 Marc Harris
2 Assistant Attorney General
3 2005 North Central Avenue
4 Phoenix, AZ 85004

5 **COPY** of the foregoing mailed via

6 Certified mail no. 94890090002710044089342

7 This 15th day of January, ~~2018~~, to:
8 2019

9 Holly G. Fechtmeyer
10 Address of Record
11 Respondent
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