

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

3 **In the Matter of:**

4 **Rachel L. Tegtmeyer, LAC-20551,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2024-0089
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), Rachel L. Tegtmeyer (“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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

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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. LAC-20551 for the practice of
15 counseling in Arizona.

16 2. From 09/22 – 04/23, Respondent provided behavioral health services to Client at
17 Agency 1.

18 3. Since 05/23, Respondent has been employed at Employer and Client had been
19 employed at Employer at the same time.

20 4. From 06/23 – 09/23, Respondent worked at Agency 2 and provided behavioral
21 health services to Client for the same timeframe.

22 5. Respondent and Client both worked at Employer simultaneously while
23 Respondent was also providing behavioral health services to Client at Agency 2 from 06/23 –
24 09/23.

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1 6. On Respondent's 04/01/23 employment application with Employer, she listed
2 Client by name as an employee referral and further indicated Client was a friend that was
3 currently working at Employer.

4 7. Respondent acknowledged only being aware of this position with Employer
5 because Client sent a link for an internal job posting.

6 8. Despite Client sending Respondent this link, Respondent subsequently accepted
7 Client's offer to apply for the internal position and accept employment at Employer.

8 9. Respondent represented that the only way to apply for this position was to use
9 Client as a professional reference within the job application, showing Respondent's intent to
10 exploit Client for Respondent's personal benefit.

11 10. Due to the concerns with a dual relationship, Board staff subpoenaed
12 Respondent's phone records from her phone carrier and the record showed the following in
13 part:

14 a. Phone contact between Respondent and Client occurred between 12/22 –
15 10/23.

16 b. The communication showed 56 picture messages, 20 phone calls, and 908
17 text messages exchanged during this time period.

18 c. 348 texts were exchanged while Client was engaged in therapy services with
19 Respondent at Agency 1.

20 d. 341 texts were exchanged while Client was engaged in therapy services with
21 Respondent at Agency 2.

22 e. Following the end of therapy services at Agency 2, there were 63 texts
23 exchanged between Respondent and Client.

24 11. Board staff subpoenaed Respondent directly for any and all electronic
25 communication she had with Client which included the following in part:

- 1 a. In a 05/01/23 text, Client states she is having a hard time because
2 Respondent started as her therapist and now they are coworkers, and Client
3 feels therapy would be strange.
- 4 b. In a 05/01/23 text, Respondent states it is Client's decision and they would
5 need to discuss boundaries since technically clients and therapists should not
6 have dual relationships.
- 7 c. 09/18/23 Teams messages show the following:
- 8 • Client is looking for an Airbnb in Sedona and tells Respondent she should
9 come and hangout.
 - 10 • Respondent responds that fun is not in her vocabulary.
 - 11 • Client responds that she has an hour for therapy and feels she is paying
12 to speak with a friend, and states she does not feel she is getting coping
13 skills or help with ways to deal with things.
- 14 d. In a 09/25/23 Teams message, Client says Respondent seems upset and
15 tells Respondent she can text Client because that is what friends are for.
- 16 e. In a 09/25/23 Teams message, Client states she knows many people who
17 are friends with their therapists and asked Respondent if she thought how
18 this can work for them.
- 19 f. In a 09/27/23 text, Client states she told Respondent there was a situation
20 and Respondent did not even ask what happened, and as a friend and not a
21 therapist, Client needed to talk.
- 22 g. In a 09/27/23 text, Client states she hopes Respondent knows what she has
23 done to Client by ignoring her texts.
- 24 h. In a 09/27/23 text, Respondent states she is not ignoring Client and will not
25 apologize for having boundaries.

1 12. Despite Respondent's phone records from her carrier showing over 900 texts
2 exchanged, she represented she only had record of 25 texts.

3 13. Prior to Respondent engaging in this dual relationship with Client, her
4 employment records with Agency 1 included conversations around boundaries and counter
5 transference.

6 14. While at Agency 1, there were numerous conversations with Respondent
7 regarding countertransference and boundaries, yet Respondent engaged in a dual relationship
8 with Client almost immediately after her departure from Agency 1.

9 15. Respondent texted Client on 05/05/23 that clients and therapists should not have
10 a dual relationship, showing that Respondent knew a dual relationship was not appropriate.

11 16. In 09/23, Respondent texted Client that she would not apologize for setting
12 boundaries, yet Respondent had failed to set boundaries for the past 9 months based on the
13 high volume of texts exchanged between Respondent and Client, and Respondent becoming
14 Client's coworker and acting as her therapist.

15 17. Respondent acknowledged that she only knew about this position with Employer
16 because of Client since it was an internal position at Employer.

17 18. While Respondent was actively Client's coworker at Employer, she began
18 providing psychotherapy services simultaneously and failed to address this with Complainant
19 and any other professional.

20 19. Respondent was engaging in voluminous texting with Client while they were
21 actively engaged in a therapeutic relationship.

22 20. Client's therapy included a major focus on her employment at Employer and
23 various work stressors, and Respondent subsequently became Client's coworker at this same
24 employment, causing areas for a conflict of interest based on the blurred boundaries.

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1 21. The text messages Client sent Respondent clearly show the negative impact
2 Respondent's actions had on Client as evidenced by Client calling Respondent a friend and
3 telling Respondent that she hopes Respondent understands what she did to Client by ignoring
4 her.

5 22. Respondent and Client both worked at Employer simultaneously while
6 Respondent was also providing behavioral services to Client at Agency 2 from 06/23 – 09/23.

7 23. Respondent represented that she did not put Client as a reference or friend on
8 her employment application with Employer, and provided only select pages of the employment
9 application with her complaint response.

10 24. Upon Board staff obtaining Respondent's personnel records with Employer, her
11 job application indicated Respondent listed Client as a friend of hers that worked at Employer.

12 25. Even though Respondent represented that she did not consider Client a friend,
13 Respondent listed Client as a friend on her employment application.

14 26. Respondent represented that Client was not Respondent's client at the time she
15 applied yet clinical records from Agency 1 show Respondent held a therapeutic session with
16 Client on 04/09/23 and Respondent's employment application was dated 04/01/23.

17 27. Despite Respondent representing that Client did not have Respondent's phone
18 number while she was in services at Agency 1 and did not start communicating via text with
19 Client until 05/23, her phone records that Board staff subpoenaed showed a high volume of
20 texts from 12/22 – 05/23.

21 28. Respondent represented that she often deletes text messages from her phone as
22 she receives them.

23 29. It appears Respondent misrepresented information regarding deletion of texts
24 based on the following:

- 1 a. Board staff subpoenaed Respondent for screenshots of texts and other
2 electronic communications between herself and Client.
- 3 b. Respondent was able to provide Board staff with 25 text messages from
4 05/23 10/23 between herself and Client.
- 5 c. According to Respondent's phone records, from 05/23 – 10/23, there were
6 over 400 text messages exchanged between Respondent and Complainant,
7 yet Respondent only furnished 25 text messages to Board staff.
- 8 d. It appears Respondent deleted texts, because if Respondent deleted text
9 messages as she received them, then there would be no way of having
10 access to text messages from several months prior.

11 30. Upon receipt of this Board complaint, Respondent informed Employer that there
12 was a complaint filed against her regarding a possible conflict of interest with Client.

13 31. Respondent acknowledged not informing Employer of any further details such as
14 allegations of a dual relationship as Client was a former and current therapy client for a period of
15 time.

16 32. Client's 10/11/22 treatment plan failed to include the date when the treatment
17 plan would be reviewed.

18 33. The release of information for Client at Agency 1 indicated the ROI would expire
19 two years from the date signed, yet Board rules indicate ROI expiration dates cannot exceed 12
20 months.

21 34. 06/01/23 consents at Agency 2 failed to include the following minimum Board
22 requirements:

- 23 a. The client's right to refuse any recommended treatment or to withdraw
24 consent to treatment and to be advised of the consequences of refusal or
25 withdrawal.

1 b. The dated signature from an authorized representative of the behavioral
2 health entity.

3 c. Manner of identifying the client when using electronic communication that
4 does not involve video.

5 35. The progress notes at Agency 2 were missing the telehealth requirement
6 regarding verification of the client's local emergency contacts.

7 36. Client's 06/05/23 treatment plan failed to include the date when the treatment
8 plan would be reviewed.

9 37. A 09/28/23 Authorization to Release Information to missing the date or
10 circumstance when the authorization expires, not to exceed 12 months.

11 **CONCLUSIONS OF LAW**

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

15 2. The conduct and circumstances described in the Findings of Fact constitute a
16 violation of A.R.S. § 32-3251(16)(y), engaging in a dual relationship with a client that could
17 impair the licensee's objectivity or professional judgment or create a risk of harm to the client.
18 For the purposes of this subdivision, "dual relationship" means a licensee simultaneously
19 engages in both a professional and nonprofessional relationship with a client that is avoidable
20 and not incidental.

21 3. The conduct and circumstances described in the Findings of Fact constitute a
22 violation of A.R.S. § 32-3251(16)(x), exploiting a client, former client or supervisee. For the
23 purposes of this subdivision, "exploiting" means take advantage of a professional relationship
24 with a client, former client or supervisee for the benefit or profit of the licensee.

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1 **Practice Restriction**

2 4. While on probation, if Respondent engages in the practice of behavioral health, a
3 practice restriction shall be in place for no participation in supervised private practice or private
4 practice.

5 **Continuing Education**

6 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
7 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
8 hours of continuing education addressing Arizona documentation standards. All required
9 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
10 Respondent shall submit a certificate of completion of the required continuing education.

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

17 7. 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 18 clock
19 hours of continuing education addressing behavioral health ethics to include boundaries, dual
20 relationships, and exploitation of clients. All required continuing education shall be pre-approved
21 by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of
22 completion of the required continuing education.

23 8. In addition to the continuing education requirements of A.R.S. § 32-3273, within
24 12 months of the effective date of this Consent Agreement, Respondent shall complete the

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1 Arizona Statutes/Regulation tutorial. All required continuing education shall be pre-approved by
2 the Board Chair or designee. Upon completion, Respondent shall submit a certificate of
3 completion of the required continuing education.

4 9. In addition to the continuing education requirements of A.R.S. § 32-3273, within
5 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
6 hours of continuing education addressing behavioral health services in rural settings. All
7 required continuing education shall be pre-approved by the Board Chair or designee. Upon
8 completion, Respondent shall submit a certificate of completion of the required continuing
9 education.

10 10. In addition to the continuing education requirements of A.R.S. § 32-3273, within
11 the first 12 months of the effective date of this Consent Agreement, Respondent shall complete
12 5 clock hours in attendance of a Board meeting and after the first 12 months, shall complete 5
13 clock hours in attendance of a Board meeting. Upon completion, Respondent shall submit a
14 certificate of attendance at the Board meetings.

15 **Clinical Supervision**

16 11. 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. Within 30 days of the date of this
19 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
20 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
21 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
22 letter, the clinical supervisor must address why they should be approved, acknowledge that they
23 have reviewed the Consent Agreement and include the results of an initial assessment and a
24 supervision plan regarding the proposed supervision of Respondent. The letter from the
25 supervisor shall be submitted to the Board.

1 **Focus and Frequency of Clinical Supervision**

2 12. The focus of the supervision shall relate to boundaries, Board statutes and rules,
3 Arizona documentation, dual relationships, exploitation of clients, communication with clients
4 outside of the behavioral health setting, effective therapy models, and decision-making model.
5 During each supervision session, the supervisor shall review a minimum of 3 client records
6 chosen at random by the supervisor to ensure Respondent's compliance with current behavioral
7 health documentation standards in Arizona. Respondent shall meet individually with the
8 supervisor for a minimum of one hour weekly for the first year. The frequency for the remaining
9 12 months will be twice monthly. The clinical supervision in the first year shall not count
10 towards independent licensure. The clinical supervision in the second may be considered
11 towards independent licensure.

12 **Reports**

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

- 17 a. Dates of each clinical supervision session.
- 18 b. A comprehensive description of issues discussed during supervision
19 sessions.
- 20 c. The results of each clinical documentation review by the supervisor.

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

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1 be automatically lifted and payment of the civil penalty shall be made by certified check or
2 money order payable to the Board within 30 days after being notified in writing of the lifting of
3 the stay.

4 20. Within 10 days of being notified of the lifting of the stay, Respondent may request
5 that the matter be reviewed by the Board for the limited purpose of determining whether the
6 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
7 receives the written request within 10 days or less of the next regularly scheduled Board
8 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
9 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
10 review.

11 21. The Board reserves the right to take further disciplinary action against
12 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
13 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
14 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
15 and the period of probation shall be extended until the matter is final.

16 22. If Respondent currently sees clients in their own private practice, and obtains any
17 other type of behavioral health position, either as an employee or independent contractor, where
18 they provide behavioral health services to clients of another individual or agency, they shall
19 comply with requirements set forth in paragraphs 23 through 25 below.

20 23. Within 10 days of the effective date of this Order, if Respondent is working in a
21 position where Respondent provides any type of behavioral health related services or works in a
22 setting where any type of behavioral health, health care, or social services are provided,
23 Respondent shall provide the Board Chair or designee with a signed statement from
24 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this

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1 Consent Agreement. If Respondent does not provide the employer's statement to the Board
2 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
3 copy of the Consent Agreement.

4 24. If Respondent is not employed as of the effective date of this Order, within 10
5 days of accepting employment in a position where Respondent provides any type of behavioral
6 health related services or in a setting where any type of behavioral health, health care, or social
7 services are provided, Respondent shall provide the Board Chair or designee with a written
8 statement providing the contact information of their new employer and a signed statement from
9 Respondent's new employer confirming Respondent provided the employer with a copy of this
10 Consent Agreement. If Respondent does not provide the employer's statement to the Board
11 within 10 days, as required, Respondent's failure to provide the required statement to the Board
12 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
13 employer(s) with a copy of the Consent Agreement.

14 25. If, during the period of Respondent's probation, Respondent changes
15 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
16 extended leave of absence for whatever reason that may impact their ability to timely comply
17 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
18 the Board of their change of employment status. After the change and within 10 days of
19 accepting employment in a position where Respondent provides any type of behavioral health
20 related services or in a setting where any type of behavioral health, health care, or social
21 services are provided, Respondent shall provide the Board Chair or designee a written
22 statement providing the contact information of their new employer(s) and a signed statement
23 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
24 copy of this Consent Agreement. If Respondent does not provide the employer's statement to

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1 the Board within 10 days, as required, Respondent's failure to provide the required statement to
2 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
3 Respondent's employer(s) with a copy of the Consent Agreement.

4 26. Respondent shall practice behavioral health using the name under which they
5 are licensed. If Respondent changes their name, they shall advise the Board of the name
6 change as prescribed under the Board's regulations and rules.

7 27. Prior to the release of Respondent from probation, Respondent must submit a
8 written request to the Board for release from the terms of this Consent Agreement at least 30
9 days prior to the date they would like to have this matter appear before the Board. Respondent
10 may appear before the Board, either in person or telephonically. Respondent must provide
11 evidence that they have successfully satisfied all terms and conditions in this Consent
12 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
13 this Consent Agreement have been met and whether Respondent has adequately demonstrated
14 that they have addressed the issues contained in this Consent Agreement. In the event that the
15 Board determines that any or all terms and conditions of this Consent Agreement have not been
16 met, the Board may conduct such further proceedings as it determines are appropriate to
17 address those matters.

18 28. Respondent shall bear all costs relating to probation terms required in this
19 Consent Agreement.

20 29. Respondent shall be responsible for ensuring that all documentation required in
21 this Consent Agreement is provided to the Board in a timely manner.

22 30. This Consent Agreement shall be effective on the date of entry below.

23 31. This Consent Agreement is conclusive evidence of the matters described herein
24 and may be considered by the Board in determining appropriate sanctions in the event a
25 subsequent violation occurs.

