

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

2 **In the Matter of:**

3 **Meagan R. Foxx, LPC-13589 & LISAC-11604,**
4 **Licensed Professional Counselor &**
5 **Licensed Independent Substance Abuse**
6 **Counselor,**
7 **In the State of Arizona.**

CASE NO. 2022-0041

RELEASE FROM
CONSENT AGREEMENT AND ORDER


RESPONDENT

8 The Board received a request from Respondent to release them from the terms and
9 conditions of the Consent Agreement and Order dated January 25th, 2022. After consideration,
10 the Board voted to release Respondent from the terms and conditions of the Consent
11 Agreement and Order dated January 25th, 2022.

12 **ORDER**

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

14 Respondent is hereby released from all terms and conditions of the Consent Agreement
15 and Order dated January 25th, 2022.

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

Mar 14, 2022
Date

18
19 **ORIGINAL** of the foregoing filed **Mar 14, 2022**
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 **Mar 14, 2022**
to:

24 Meagan R. Foxx
25 Address of Record
Respondent

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

3 **In the Matter of:**

4 **Meagan R. Foxx, LPC-13589 & LISAC-**
5 **11604,**
6 **Licensed Professional Counselor &**
7 **Licensed Independent Substance Abuse**
8 **Counselor,**
9 **In the State of Arizona.**

RESPONDENT

CASE NO. 2022-0041
CONSENT AGREEMENT

10 In the interest of a prompt and speedy settlement of the above captioned matter,
11 consistent with the public interest, statutory requirements and responsibilities of the Arizona
12 State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F)
13 and 41-1092.07(F)(5), Meagan R. Foxx (“Respondent”) and the Board enter into this Consent
14 Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final
15 disposition of this matter.

16 **RECITALS**

17 Respondent understands and agrees that:

18 1. Any record prepared in this matter, all investigative materials prepared or
19 received by the Board concerning the allegations, and all related materials and exhibits may be
20 retained in the Board’s file pertaining to this matter.

21 2. Respondent has the right to a formal administrative hearing at which Respondent
22 can present evidence and cross examine the State’s witnesses. Respondent hereby irrevocably
23 waives their right to such formal hearing concerning these allegations and irrevocably waives
24 their right to any rehearing or judicial review relating to the allegations contained in this Consent
25 Agreement.

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

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

7 5. The findings contained in the Findings of Fact portion of this Consent Agreement
8 are conclusive evidence of the facts stated herein between only Respondent and the Board for
9 the final disposition of this matter and may be used for purposes of determining sanctions in any
10 future disciplinary matter.

11 6. This Consent Agreement is subject to the Board's approval, and will be effective
12 only when the Board accepts it. In the event the Board in its discretion does not approve this
13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
14 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
15 that Respondent agrees that should the Board reject this Consent Agreement and this case
16 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
17 review and discussion of this document or of any records relating thereto.

18 7. Respondent acknowledges and agrees that the acceptance of this Consent
19 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
20 other proceedings as may be appropriate now or in the future. Furthermore, and
21 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
22 preclude in any way any other state agency or officer or political subdivision of this state from
23 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
24 in the future relating to this matter or other matters concerning Respondent, including but not

25 ...

1 limited to violations of Arizona’s Consumer Fraud Act. Respondent acknowledges that, other
2 than with respect to the Board, this Consent Agreement makes no representations, implied or
3 otherwise, about the views or intended actions of any other state agency or officer or political
4 subdivision of the state relating to this matter or other matters concerning Respondent.

5 8. Respondent understands that once the Board approves and signs this Consent
6 Agreement, it is a public record that may be publicly disseminated as a formal action of the
7 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

8 9. Respondent further understands that any violation of this Consent Agreement
9 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
10 disciplinary action pursuant to A.R.S. § 32-3281.

11 10. The Board therefore retains jurisdiction over Respondent and may initiate
12 disciplinary action against Respondent if it determines that they have failed to comply with the
13 terms of this Consent Agreement or of the practice act.

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

15 **FINDINGS OF FACT**

16 1. Respondent is the holder of License Nos. LPC-13589 and LISAC-11604 for the
17 practice of counseling and substance abuse counseling in the State of Arizona.

18 2. In 02/21, Respondent’s supervisee (“Supervisee”) submitted her LISAC
19 application to the Board indicating that since approximately 07/13, Supervisee was the
20 owner/CEO of the behavioral health agency (“Agency”) where the clinical supervision was
21 taking place.

22 3. Respondent provided clinical supervision to Supervisee from 06/13 – 04/14,
23 while Supervisee was the owner of Agency for a period of time during this timeframe.

24 4. From 12/08 – 11/15, A.A.C. R4-6-210 indicated the following in relevant part:

25 ...

- 1 a. An individual whose objective assessment of the supervisee's performance
2 may be limited by a relationship with the supervisee shall not provide direct or
3 clinical supervision.
- 4 b. A supervisee may not acquire supervised work experience in a professional
5 setting which the supervisee operates or manages or in which the supervisee
6 has an ownership interest.

7 5. Respondent represented the following regarding her relationship with
8 Supervisee:

- 9 a. On 11/18/13, Supervisee became partial owner of Agency.
10 b. Respondent was always an owner of Agency.
11 c. Respondent was not an employee of Agency.
12 d. Respondent did not work for Supervisee and was not her subordinate.
13 e. Respondent's relationship to Supervisee was as part-owner of Agency.

14 6. Respondent also acknowledged the following:

- 15 a. Respondent sees how providing supervision to a co-owner could limit
16 objective assessment.
17 b. Respondent understands supervising Supervisee could have been a conflict
18 of interest.
19 c. When Respondent was supervising Supervisee, she was not aware of the
20 Board rules around clinical supervision.

21 7. Respondent represented the following regarding her supervision of Supervisee
22 while they were co-owners:

- 23 a. At the time, Respondent was newly licensed as a clinician and supervisor.
24 b. **NOTE:** Respondent received her LISAC in 2004, LAC in 2008 and LPC in
25 2010.

- 1 c. Since that time, Respondent has learned and grown a tremendous amount.
- 2 d. Respondent was not thinking whether it was ethical or not to supervise
- 3 Supervisee while Supervisee had and ownership interest in Agency.
- 4 e. While Respondent was supervising Supervisee, she was not aware of the
- 5 Board rules cited in the Board complaint, but agrees she should have been
- 6 aware of the Board rules.
- 7 f. If Respondent were approached with the same situation today, she would not
- 8 enter into this agreement.

9 8. Although Respondent was an approved clinical supervisor with the Board and

10 independently licensed for nearly a decade, she was not aware of basic clinical supervision

11 rules.

12 9. While Respondent provided clinical supervision to Supervisee at Agency,

13 Respondent was signing off and approving all clinical documentation as the clinical supervisor.

14 10. As a LASAC, Supervisee's scope of practice is codified by A.R.S. § 32-3251(12),

15 which includes the following:

16 *Practice of substance abuse counseling means the professional application of general*

17 *counseling theories, principles and techniques as specifically adapted, based on*

18 *research and clinical experience, to the specialized needs and characteristics of*

19 *persons who are experiencing substance abuse, chemical dependency and related*

20 *problems and to the families of those persons. The practice of substance abuse*

21 *counseling includes the following as they relate to substance abuse and chemical*

22 *dependency issues:*

23 (a) *Assessment, appraisal and diagnosis.*

24 (b) *The use of psychotherapy for the purpose of evaluation, diagnosis and treatment*

25 *of individuals, couples, families and groups.*

1 11. Board staff randomly reviewed clinical records for clients of Supervisee which
2 indicated Supervisee was practicing outside the scope of her LASAC license from at least 2018
3 – 2020.

4 12. Although Respondent represented that if Board staff were to review records from
5 2013 – 2014 it would show Supervisee was within the scope of her license, Respondent made
6 the following contradicting representations:

7 a. A majority of Supervisee's caseload while Respondent was supervising her
8 was substance abuse clients.

9 b. Supervisee primarily treated substance abuse clients.

10 c. Respondent felt Supervisee could treat any areas but specialized in
11 substance abuse.

12 13. Respondent's statements that a majority of Supervisee's cases were substance
13 abuse cases and Supervisee primarily treated substance abuse clients necessarily indicate that
14 Supervisee had at least some cases and clients that were not within her scope.

15 14. Although Supervisee was statutorily limited by A.R.S. § 32-3251(12), Supervisee
16 was practicing outside of her scope as a LASAC while Respondent was providing her with
17 clinical supervision.

18 **CONCLUSIONS OF LAW**

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

22 2. The conduct and circumstances described in the Findings of Fact constitute a
23 violation of A.R.S. § 32-3251(16)(n), failing to comply with or violating, attempting to violate or
24 assisting in abetting the violation of any provision of this chapter, any rule adopted pursuant to

25 ...

1 this chapter, any lawful order of the board, or any formal order, consent agreement, term of
2 probation or stipulated agreement issued under this chapter.

3 3. The conduct and circumstances described in the Findings of Fact constitute a
4 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation
5 applicable to the practice of behavioral health, as it relates to:

6 A.A.C. R4-6-210. Practice Limitations

7 **ORDER**

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

10 1. Respondent's licenses, LPC-13589 and LISAC-11604, will be placed on
11 probation for 12 months, effective from the date of entry as signed below.

12 2. Respondent shall not practice under their licenses, LPC-13589 and LISAC-
13 11604, unless they are fully compliant with all terms and conditions in this Consent Agreement.
14 If, for any reason, Respondent is unable to comply with the terms and conditions of this Consent
15 Agreement, they shall immediately notify the Board in writing and shall not practice under their
16 license until they submit a written request to the Board to re-commence compliance with this
17 Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

22 **Continuing Education**

23 4. In addition to the continuing education requirements of A.R.S. § 32-3273 and
24 A.A.C. R4-6-214, within 12 months of the effective date of this Consent Agreement, Respondent
25 shall complete 12 clock hours of continuing education in Arizona clinical supervision. All

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

4 5. 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 6 clock
6 hours of continuing education in scope of practice and conflict of interest. All required continuing
7 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
8 shall submit a certificate of completion of the required continuing education.

9 **Early Release**

10 6. After completion of the continuing education requirements set forth in this
11 Consent Agreement, Respondent may request early release from the Consent Agreement if all
12 other terms of the Consent Agreement have been met.

13 **GENERAL PROVISIONS**

14 **Provision of Clinical Supervision**

15 7. Respondent shall not provide clinical supervision while subject to this Consent
16 Agreement.

17 **Civil Penalty**

18 8. Subject to the provisions set forth in paragraph 9, the Board imposes a civil
19 penalty against the Respondent in the amount of \$1,000.00.

20 9. Respondent's payment of the civil penalty shall be stayed so long as Respondent
21 remains compliant with the terms of this Consent Agreement. If Board staff determines that
22 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
23 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
24 be automatically lifted and payment of the civil penalty shall be made by certified check or
25 ...

1 money order payable to the Board within 30 days after being notified in writing of the lifting of
2 the stay.

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

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

15 12. If Respondent currently sees clients in their own private practice, and obtains any
16 other type of behavioral health position, either as an employee or independent contractor, where
17 they provide behavioral health services to clients of another individual or agency, they shall
18 comply with requirements set forth in paragraphs 13 through 15 below.

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

25 ...

1 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
2 copy of the Consent Agreement.

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

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

25 ...

1 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
2 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

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

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

21 20. This Consent Agreement shall be effective on the date of entry below.

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

25 ...

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

2 *Meagan Foxx*
3 Meagan Foxx (Jan 24, 2022 13:45 EST)

Jan 24, 2022

4 Meagan R. Foxx

Date

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

6 By: *Tobi Zavala*

Jan 25, 2022

7 TOBI ZAVALA, Executive Director
8 Arizona Board of Behavioral Health Examiners

Date

9 **ORIGINAL** of the foregoing filed Jan 25, 2022
10 with:

11 Arizona Board of Behavioral Health Examiners
12 1740 West Adams Street, Suite 3600
13 Phoenix, AZ 85007

14 **EXECUTED COPY** of the foregoing sent electronically Jan 25, 2022
15 to:

16 Mona Baskin
17 Assistant Attorney General
18 2005 North Central Avenue
19 Phoenix, AZ 85004

20 Meagan R. Foxx
21 Address of Record
22 Respondent
23
24
25