

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

2 **In the Matter of:**

3 **Maureen R. Maxon, LPC-10172,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

CASE NO. 2017-0132

**RELEASE FROM CONSENT AGREEMENT
AND ORDER**

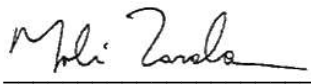
RESPONDENT

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7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated May 9th, 2018. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated May 9th, 2018.

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 May 9th, 2018.

15 By: 

Sep 14, 2020

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

Date

18 **ORIGINAL** of the foregoing filed Sep 14, 2020
19 with:

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

22 **EXECUTED COPY** of the foregoing sent electronically Sep 14, 2020
to:

23 Maureen R. Maxon
24 Address of Record
Respondent

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

**In the Matter of:
Maureen R. Maxon, LPC-10172,
Licensed Professional Counselor,
In the State of Arizona.**

**CASE NO. 2017-0132
CONSENT AGREEMENT**

RESPONDENT

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

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RECITALS

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Respondent understands and agrees that:

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

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

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

CSB 10/18/17 PML2:51

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 and may be used for purposes of determining
7 sanctions in any future disciplinary matter.

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

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

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

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

24 ...

25 ...

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

2 **FINDINGS OF FACT**

3 1. Respondent is the holder of License No. LPC-10172 for the practice of
4 counseling in Arizona.

5 2. From 03/16 – 06/17, Respondent provided behavioral health services to a minor
6 child ("Client").

7 3. In 04/17, Client's father and his attorney sent written requests to Respondent for
8 the release of Client's clinical records.

9 4. In a 04/20/17 email from Respondent to Client's father, she wrote: "As you know,
10 I am not able to disclose specific information about [Client's] sessions per Hippa [sic] privacy
11 rules."

12 5. During her investigative interview, Respondent expressed concerns about
13 providing records to Father.

14 6. Although Respondent may have had concerns releasing Client's records,
15 Respondent failed to conform to the specific statutes and regulations that govern when and how
16 a behavioral health care provider may deny records to a minor's parent.

17 7. In review of the clinical records that Respondent maintained for Client,
18 documentation deficiencies were identified.

19 8. Specifically, Respondent's Consent for Treatment and Treatment Plan were
20 missing required elements.

21 9. On at least one occasion, Respondent documented a phone conversation with
22 Client's stepmother.

23 10. The clinical record did not contain a valid and signed Release of Information
24 authorizing the disclosure of Client's confidential information to the stepmother.

25 ...

1 **CONCLUSIONS OF LAW**

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

5 2. The conduct and circumstances described in the Findings of Fact constitute a
6 violation of A.R.S. § 32-3251(16)(kk), failing to make client records in the licensee's possession
7 promptly available to the client, a minor client's parent, the client's legal guardian or the client's
8 authorized representative on receipt of proper authorization to do so from the client, a minor
9 client's parent, the client's legal guardian or the client's authorized representative.

10 3. The conduct and circumstances described in the Findings of Fact constitute a
11 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as
12 developed by the Board as it relates to:

- 13 a. A.A.C. R4-6-1101, Consent for Treatment
14 b. A.A.C. R4-6-1102, Treatment Plan
15 c. A.A.C. R4-6-1105, Confidentiality

16 **ORDER**

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

19 **Probation**

20 1. Respondent's license, LPC-10172, will be placed on probation for 24 months,
21 effective from the date of entry as signed below.

22 2. Respondent shall not practice under their license, LPC-10172, unless they are
23 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
24 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
25 shall immediately notify the Board in writing and shall not practice under their license until they

1 submit a written request to the Board to re-commence compliance with this Consent
2 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

7 Continuing Education

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

14 Clinical Supervision

15 5. While on probation, Respondent shall submit to clinical supervision for 24 months
16 by a masters or higher level behavioral health professional licensed at the independent level.
17 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a
18 clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the
19 date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing their prior
20 relationship to Respondent. In that letter, the clinical supervisor must address why they should
21 be approved, acknowledge that they have reviewed the Consent Agreement and include the
22 results of an initial assessment and a supervision plan regarding the proposed supervision of
23 Respondent. The letter from the supervisor shall be submitted to the Board.

24 Focus and Frequency of Clinical Supervision

25 6. The focus of the supervision shall relate to current behavioral health

1 documentation standards in Arizona, ethics, and high-conflict cases. Respondent shall meet
2 individually in person with the supervisor for a minimum of one hour monthly.

3 7. Within 60 days of the effective date of this Consent Agreement, the clinical
4 supervisor shall provide an audit of Respondent's private practice records. Also within 60 days
5 of the effective date of this Consent Agreement, the clinical supervisor shall provide an audit
6 report and proposed audit plan addressing any deficiencies found during the audit to the Board
7 Chair or designee for review and approval.

8 Reports

9 8. 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 9. 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 10. 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 11. 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 12. Respondent shall not provide clinical supervision while subject to this Consent
9 Agreement.

10 Civil Penalty

11 13. Subject to the provisions set forth in paragraph 14, the Board imposes a civil
12 penalty against the Respondent in the amount of \$1,000.00.

13 14. 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 15. 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
25 scheduled Board meeting. The Board's decision on this matter shall not be subject to further

1 review.

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

7 17. If Respondent currently sees clients in their own private practice, and obtains any
8 other type of behavioral health position, either as an employee or independent contractor, where
9 they provide behavioral health services to clients of another individual or agency, they shall
10 comply with requirements set forth in paragraphs 18 through 20 below.

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

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

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

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

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

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

1 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
2 this Consent Agreement have been met and whether Respondent has adequately demonstrated
3 that they have addressed the issues contained in this Consent Agreement. In the event that the
4 Board determines that any or all terms and conditions of this Consent Agreement have not been
5 met, the Board may conduct such further proceedings as it determines are appropriate to
6 address those matters.

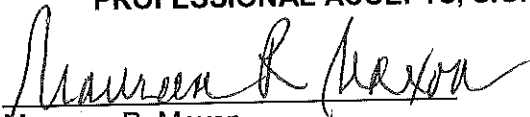
7 23. Respondent shall bear all costs relating to probation terms required in this
8 Consent Agreement.

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

11 25. This Consent Agreement shall be effective on the date of entry below.

12 26. This Consent Agreement is conclusive evidence of the matters described herein
13 and may be considered by the Board in determining appropriate sanctions in the event a
14 subsequent violation occurs.

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

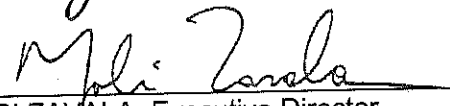
16 
17 Maureen R. Maxon

16 5-4-2018
17 Date

18 MAUREEN R MAXON

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

20 Dated this 9th day of May, 2018.

21 By: 
22 TOBÍ ZAVALA, Executive Director
23 Arizona Board of Behavioral Health Examiners

24 ORIGINAL of the foregoing filed
25 This 9th day of May, 2018 with:

Arizona Board of Behavioral Health Examiners

1 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

2
3 **COPY** of the foregoing mailed via Interagency Mail
This 9th day of May, 2018, to:

4 Marc Harris
5 Assistant Attorney General
6 2005 North Central Avenue
7 Phoenix, AZ 85004

8 **COPY** of the foregoing mailed via
9 Certified mail no. 9489009000276060244589
10 This 9th day of May, 2018, to:

11 Maureen R. Maxon
12 Address of Record
13 Respondent

14 **COPY** of the foregoing mailed via Mail
15 This 9th day of May, 2018 to:

16 Flynn P. Carey
17 Mitchell Stein Carey
18 One Renaissance Square
19 2 North Central Avenue, #1450
20 Phoenix, AZ 85004
21 Attorney for Respondent
22
23
24
25