

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

2 **In the Matter of:**

3 **Stacy L. Foglesong, LAC-19578,**
4 **Licensed Associate Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2021-0136


**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 March 28th, 2022. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated March 28th, 2022.

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 March 28th, 2022.

15 By:  Jul 25, 2023
16 **TOBI ZAVALA, Executive Director** **Date**
Arizona Board of Behavioral Health Examiners

17
18 **ORIGINAL** of the foregoing filed Jul 25, 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 Jul 25, 2023
24 to:

25 Stacy L. Foglesong
Address of Record
Respondent

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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
25

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-19578 for the practice of
15 counseling in Arizona.

16 2. On 03/21/12, Respondent earned her Master's degree in Counseling.

17 3. From 06/11/19 – 08/17/20, Respondent worked at an agency ("Agency 1") which
18 was not licensed by DHS as this time.

19 4. Around 05/20, an intern, at the time, at Agency 1 realized that Respondent, who
20 was filling the Trauma Therapist role, was not licensed to practice psychotherapy.

21 5. On 12/15/20, Respondent's LAC application with the Board was received, and on
22 01/01/21 she was issued her LAC license.

23 6. Respondent represented the following:

- 24 a. Respondent started out as Victim Advocate at Agency 1 and was promoted to
25 Trauma Therapist.

- b. Respondent began working at Agency 1 with the understanding she would be promoted within approximately four months.
- c. Once Respondent moved into the Trauma Therapist position, any victims that wanted to process trauma would be assigned to her.
- d. Respondent does not remember when she started the Trauma Therapist role, but during her 90-day review, she was notified that funding was approved for the position.
- e. Respondent never specifically asked if Agency 1 was licensed by DHS, and assumed it was.

7. Agency 1 notes show that Respondent was performing therapy sessions with clients as early as 06/17/19.

8. Respondent represented she was terminated from Agency 1 due to Covid-19, but a DES Unemployment Insurance Program Notice to Employer indicated Respondent was not laid off, but was providing services outside of her scope of practice which was grounds for immediate termination.

9. Respondent represented that she has worked as a Master's level therapist at various agencies ("Agency 3", "Agency 4", "Agency 5") licensed by the Arizona Department of Health Services.

10. From 07/15 – 01/18, Respondent worked at Agency 4 as a Family Preservation In Home and Parent Aide, during which time Respondent represented she provided psychotherapy services.

11. According to a DHS Medical Licensing employee, Agency 4's DHS license was closed in 05/08.

...

...

1 12. From 04/11 – 06/13, Respondent worked at an agency (“Agency 6”) as a Family
2 Support Specialist Team Lead, during which time Respondent represented she was responsible
3 for providing therapy.

4 13. According to a DHS Medical Licensing employee, the address for Agency 6
5 where Respondent was employed at is not shown as licensed.

6 14. Since receiving her Master’s degree in 2012, Respondent worked at Agency 1
7 and at least two other agencies whose locations were not licensed by DHS at the time of her
8 employment and provided psychotherapy services.

9 15. In a 01/31/20 Agency 1 letter, Respondent included the following:

10 a. Respondent is requesting a client be allowed to move into the apartment with
11 her emotional support dog due to experiencing trauma.

12 16. In a 05/28/20 Agency 1 letter, Respondent included the following information:

13 a. Both parents are to understand the important of family integrity and
14 preference.

15 b. The client needs to live in safe environments that demonstrate a level of
16 greater family connectedness.

17 c. A timely custody agreement in order to enable the client to make a health
18 adjustment.

19 d. It is essential to alleviate any fear of losing a parent.

20 e. Peer or group therapy with other adolescents experiencing similar feelings.

21 17. In a 06/29/20 Agency 1 letter, Respondent included the following:

22 a. It is Respondents opinion that if the client moves, she will adjust appropriately
23 with support from family.

24 18. Respondent went beyond providing factual information by including
25 recommendations and opinions in her letters for multiple clients.

1 19. Licensee made the following representations during her investigative interview:

2 a. Respondent believes it was within her scope to provide recommendations
3 because in all of her positions as a mater's level therapist it is what she would
4 do.

5 **CONCLUSIONS OF LAW**

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

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

12 A.R.S. § 32-3286, Unlawful Practice

13 **ORDER**

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

16 1. Respondent's license, LAC-19578, will be placed on probation for 24 months,
17 effective from the date of entry as signed below.

18 2. Respondent shall not practice under their license, LAC-19578, unless they are
19 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
20 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
21 shall immediately notify the Board in writing and shall not practice under their license until they
22 submit a written request to the Board to re-commence compliance with this Consent
23 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

24 3. In the event that Respondent is unable to comply with the terms and conditions
25 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until

1 such time as they are granted approval to re-commence compliance with the Consent
2 Agreement.

3 Continuing Education

4 4. 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 addressing family systems. All required continuing education shall
7 be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a
8 certificate of completion of the required continuing education.

9 5. 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 complete 6 clock
11 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course.
12 All required continuing education shall be pre-approved by the Board Chair or designee. Upon
13 completion, Respondent shall submit a certificate of completion of the required continuing
14 education.

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

21 Clinical Supervision

22 7. While on probation, Respondent shall submit to clinical supervision for 24 months
23 by a masters or higher level behavioral health professional licensed by the Arizona Board of
24 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
25 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval

1 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
2 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
3 letter, the clinical supervisor must address why they should be approved, acknowledge that they
4 have reviewed the Consent Agreement and include the results of an initial assessment and a
5 supervision plan regarding the proposed supervision of Respondent. The letter from the
6 supervisor shall be submitted to the Board.

7 **Focus and Frequency of Clinical Supervision**

8 8. The focus of the supervision shall relate to scope of practice, boundaries, ethics,
9 writing letters, and the Board's rules and statutes. Respondent shall meet individually in person
10 with the supervisor for a minimum of one hour weekly for the first six months and after six
11 months, and at the recommendation of the supervisor, twice monthly.

12 **Reports**

13 9. 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 10. All quarterly supervision reports shall include a copy of clinical supervision
21 documentation maintained for that quarter. All clinical supervision documentation maintained by
22 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

23 11. After Respondent's probationary period, the supervisor shall submit a final
24 summary report for review and approval by the Board Chair or designee. The final report shall

25

1 also contain a recommendation as to whether the Respondent should be released from this
2 Consent Agreement.

3 **Change of Clinical Supervisor During Probation**

4 12. If, during the period of Respondent's probation, the clinical supervisor determines
5 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
6 the end of supervision and provide the Board with an interim final report. Respondent shall
7 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
8 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
9 proposed clinical supervisor shall provide the same documentation to the Board as was required
10 of the initial clinical supervisor.

11 **Early Release**

12 13. After completion of the stipulations set forth in this consent agreement, and upon
13 the supervisor's recommendation, Respondent may request early release from the consent
14 agreement after 12 months.

15 **GENERAL PROVISIONS**

16 **Provision of Clinical Supervision**

17 14. Respondent shall not provide clinical supervision while subject to this Consent
18 Agreement.

19 **Civil Penalty**

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

22 16. Respondent's payment of the civil penalty shall be stayed so long as Respondent
23 remains compliant with the terms of this Consent Agreement. If Board staff determines that
24 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
25 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall

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 17. 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 18. 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 19. 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 20 through 22 below.

20 20. 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
25 Consent Agreement. If Respondent does not provide the employer's statement to the Board

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 21. 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 22. 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

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 23. 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 24. 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 25. Respondent shall bear all costs relating to probation terms required in this
18 Consent Agreement.

19 26. 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 27. This Consent Agreement shall be effective on the date of entry below.

22 28. 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 Stacy Foglesong

Stacy Foglesong (Mar 28, 2022 12:40 PDT)

Mar 28, 2022

3 Stacy L. Foglesong

Date

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

5 By:

M. Zavalala

Mar 28, 2022

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

Date

8
9 **ORIGINAL** of the foregoing filed
with:

Mar 28, 2022

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

12 **EXECUTED COPY** of the foregoing sent electronically
to:

Mar 28, 2022

13
14 Mona Baskin
15 Assistant Attorney General
16 2005 North Central Avenue
17 Phoenix, AZ 85004

18
19
20
21 Stacy L. Foglesong
22 Address of Record
23 Respondent
24
25