

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

3 **In the Matter of:**

4 **James R Webb, LPC Applicant,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

CASE NO. 2023-0086

7 **RESPONDENT**

**CONSENT AGREEMENT
FOR ISSUANCE OF LICENSE**

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), James R Webb ("Respondent") and the Board enter into this Consent
12 Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final
13 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 an applicant for licensure for the practice of counseling in the
15 State of Arizona.

16 2. From 07/04 – 11/19, Respondent was licensed as an LPC with the Board.

17 3. In 07/19, a complaint was filed with the Board against Respondent alleging
18 unprofessional conduct in which Respondent was subsequently offered a consent agreement
19 for the voluntary surrender of his license.

20 4. On 11/04/19, Respondent's license was revoked pursuant to a consent
21 agreement for voluntary surrender and at that time, Respondent held a professional license in
22 Washington.

23 5. On 06/23/22, the Board received Respondent's LPC application in which he
24 indicated the following regarding yes answers to various background questions on the
25 questionnaire:

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- a. In 10/19, Respondent applied for licensure in Oregon and informed them of the Board action pertaining to complaint 2020-0004 with the Board.
- b. Oregon initially granted Respondent licensure but in 02/20 had his license revoked in Oregon due to an investigation regarding his disclosure of the Board's complaint and final action.
- c. In 11/19, Respondent notified the Washington State Department of Health of the Board's resolution to the complaint.
- d. In 01/20, the Washington State Department of Health opened an investigation regarding Respondent's disclosure of the Board's resolution to the Board complaint.
- e. In 06/21, Washington summarily suspended Respondent's professional license while they conducted an investigation.
- f. On 06/16/22, Respondent's Washington license was reinstated.

6. Respondent provided the following documents and information with his LPC application:

- a. The Washington Department of Health stipulated order showing Respondent informed them of the Board's prior complaint and outcome, as well as the requirements and stipulations in order to have his Washington license reinstated.
- b. A list of numerous courses and continuing education units Respondent has taken since the revocation of his license including the PROBE course with an unconditional pass, which was required for his Washington license reinstatement.
- ...
- ...

- 1 c. Of these additional courses he took, a majority were used for Respondent's
2 recent license renewal and it appears the remaining 12 will be used in his
3 next license renewal.
- 4 d. Updated practice forms that meet Board requirements that Respondent plans
5 to use in his own practice if licensed by the Board.

6 7. During an investigative interview, Respondent represented the following:

- 7 a. In order to have his Washington license reinstated, Respondent had to pay a
8 fine and complete the PROBE course and submit quarterly reports of his
9 clinical activities.
- 10 b. Respondent currently does not see any clients or provide clinical services.
- 11 c. Respondent is currently involved in various consultation groups.
- 12 d. Respondent hopes to obtain licensure in Arizona so he can work with the
13 EMDR International Association.
- 14 e. Prior to the 2019 Board complaint, Respondent was complacent with his
15 boundaries and documentation.
- 16 f. Respondent has learned to put his ego aside and set firm boundaries moving
17 forward.
- 18 g. Respondent now understands the potential for harm towards clients and is
19 more aware.

20 8. Since the revocation of Respondent's previous license with the Board, he has
21 taken the intensive PROBE course regarding ethics and a number of other trainings and
22 courses around various behavioral health topics.

23 9. Despite Respondent taking all of these courses, they appear to be courses
24 required by Washington or for his license renewal, meaning Respondent has not taken any
25 extra courses on his own.

1 be approved, acknowledge that they have reviewed the Consent Agreement and include the
2 results of an initial assessment and a supervision plan regarding the proposed supervision
3 of Respondent. The letter from the supervisor shall be submitted to the Board. If Respondent
4 does not go into a direct client care position during the probation period, Respondent may
5 request release from the consent agreement after completion of all other stipulations.

6 **Focus and Frequency of Clinical Supervision**

7 8. The focus of the supervision shall relate to therapeutic boundaries, dual
8 relationships, and Board statutes and rules. Respondent shall meet individually in person with
9 the supervisor twice monthly for the first 6 months and for the next 6 months frequency will be at
10 the recommendation of the clinical supervisor, but not less than monthly.

11 **Reports**

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

- 16 a. Dates of each clinical supervision session.
- 17 b. A comprehensive description of issues discussed during supervision
18 sessions.

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

22 11. After Respondent's probationary period, the supervisor shall submit a final
23 summary report for review and approval by the Board Chair or designee. The final report shall
24 also contain a recommendation as to whether the Respondent should be released from this
25 Consent Agreement.

1 **Change of Clinical Supervisor During Probation**

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

9 **Therapy**

10 13. During the period of probation, Respondent shall attend therapy for 24 months
11 with a masters or higher-level behavioral health professional licensed at the independent level.
12 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of
13 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or
14 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit
15 a letter addressing why they should be approved, acknowledging that they have reviewed the
16 Consent Agreement and include the results of an initial assessment and a treatment plan
17 regarding the proposed treatment of Respondent.

18 14. Upon approval, the Board will provide the therapist with copies of any required
19 evaluations completed at the request of the Board prior to this Consent Agreement and the
20 Board's investigative report.

21 **Focus and Frequency of Therapy**

22 15. The focus of the therapy shall relate to the concerns listed in the investigative
23 report. Respondent shall meet in person with the therapist twice monthly for the first 6 months,
24 and after that at the recommendation of the therapist, but not less than monthly.

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1 **Reports**

2 16. Once approved, the therapist shall submit quarterly reports and a final summary
3 report to the Board for review and approval. The quarterly reports shall include issues presented
4 in this Consent Agreement that need to be reported and the therapist shall notify the Board if
5 more frequent therapy is needed. The reports shall address Respondent's current mental health
6 status, medications prescribed, if any, treatment recommendation, and shall report if, in their
7 professional opinion, Respondent becomes unable to practice psychotherapy safely and
8 competently. The final report shall also contain a recommendation as to whether the
9 Respondent should be released from this Consent Agreement.

10 **Change of Therapist**

11 17. In the event that, during the period of Respondent's probation, Respondent's
12 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new
13 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee
14 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued
15 treatment, the proposed therapist shall submit a letter addressing why they should be approved,
16 acknowledging that they have reviewed the Consent Agreement, and include the results of an
17 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

18 **Practice Restriction**

19 18. While on probation, Respondent will not own or operate their own private
20 practice.

21 **GENERAL PROVISIONS**

22 **Provision of Clinical Supervision**

23 19. Respondent shall not provide clinical supervision while subject to this Consent
24 Agreement.

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1 **Civil Penalty**

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

4 21. Respondent's payment of the civil penalty shall be stayed so long as Respondent
5 remains compliant with the terms of this Consent Agreement. If Board staff determines that
6 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
7 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
8 be automatically lifted and payment of the civil penalty shall be made by certified check or
9 money order payable to the Board within 30 days after being notified in writing of the lifting of
10 the stay.

11 22. Within 10 days of being notified of the lifting of the stay, Respondent may request
12 that the matter be reviewed by the Board for the limited purpose of determining whether the
13 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
14 receives the written request within 10 days or less of the next regularly scheduled Board
15 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
16 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
17 review.

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

23 24. If Respondent currently sees clients in their own private practice, and obtains any
24 other type of behavioral health position, either as an employee or independent contractor, where
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1 they provide behavioral health services to clients of another individual or agency, they shall
2 comply with requirements set forth in paragraphs 25 through 27 below.

3 25. Within 10 days of the effective date of this Order, if Respondent is working in a
4 position where Respondent provides any type of behavioral health related services or works in a
5 setting where any type of behavioral health, health care, or social services are provided,
6 Respondent shall provide the Board Chair or designee with a signed statement from
7 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
8 Consent Agreement. If Respondent does not provide the employer's statement to the Board
9 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
10 copy of the Consent Agreement.

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

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

11 28. Respondent shall practice behavioral health using the name under which they
12 are licensed. If Respondent changes their name, they shall advise the Board of the name
13 change as prescribed under the Board's regulations and rules.

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

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1 30. Respondent shall bear all costs relating to probation terms required in this
2 Consent Agreement.

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

5 32. This Consent Agreement shall be effective on the date of entry below.

6 33. This Consent Agreement is conclusive evidence of the matters described herein
7 and may be considered by the Board in determining appropriate sanctions in the event a
8 subsequent violation occurs.

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

11 
James R Webb (Nov 23, 2022 14:08 PST)
12 James R. Webb

Nov 23, 2022
Date

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

14 By: 
15 TOBI ZAVALA, Executive Director
16 Arizona Board of Behavioral Health Examiners

Dec 1, 2022
Date

17 **ORIGINAL** of the foregoing filed Dec 1, 2022
18 with:

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

21 **EXECUTED COPY** of the foregoing sent electronically Dec 1, 2022
22 to:

23 Mona Baskin
Assistant Attorney General
2005 North Central Avenue
24 Phoenix, AZ 85004

25 ...

1 James R Webb
Address of Record
2 Respondent

3 Sara Stark
5425 E Bell Rd. Ste 107
4 Scottsdale, AZ 85254
Attorney for Respondent

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