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

In the Matter of:

**James K. Bissell, LPC-16722 & LASAC-13078,
Licensed Professional Counselor,
Licensed Associate Substance Abuse
Counselor,
In the State of Arizona.**

RESPONDENT

**CASE NO. 2019-0042
CONSENT AGREEMENT**

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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), James K. Bissell ("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.

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

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

24 9. The Board therefore retains jurisdiction over Respondent and may initiate
25 disciplinary action against Respondent if it determines that they have failed to comply with the

1 terms of this Consent Agreement or of the practice act.

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

3 **FINDINGS OF FACT**

4 1. Respondent is the holder of License Nos. LPC-16722 and LISAC-13078 for the
5 practice of professional counseling and substance abuse counseling in Arizona.

6 2. From 08/16 – 10/18, Respondent worked at a behavioral health agency
7 (“Agency”) as a therapist.

8 3. Upon hire, Respondent signed and acknowledged Agency policies, which strictly
9 prohibited the introduction of personal cell phones, laptops, software, or hardware into the
10 workplace.

11 4. In 09/18, Agency discovered that Respondent had a personal flash drive in his
12 possession, which contained clients’ protected health information on it.

13 5. The flash drive contained over 4,500 files consisting of various items including
14 client-related documents.

15 6. The client related documents included information such as client names, dates of
16 birth, addresses, and social security numbers.

17 7. The files included information from Agency clients, as well as from multiple past
18 employers where Respondent provided treatment to clients.

19 8. In addition, while employed by Agency, Respondent’s colleague (“Colleague”)
20 reported to Agency that Respondent had been viewing pornographic information on his Agency
21 computer.

22 9. Agency discovered that Respondent’s personal flash drive also contained nude
23 pictures and pornographic website addresses.

24 10. Without knowledge that Board staff had obtained the data from Respondent’s
25 flash drive, Respondent indicated that he had never viewed pornography at Agency.

1 11. Once informed that Board staff had obtained and viewed the contents of his
2 personal flash drive which he accessed at work, Respondent then acknowledged that he would
3 occasionally look at the pictures by plugging the flash drive into his work computer.

4 **CONCLUSIONS OF LAW**

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

8 2. The conduct and circumstances described in the Findings of Fact constitute a
9 violation of A.R.S. § 32-3251(16)(l), engaging in any conduct, practice or condition that impairs
10 the ability of the licensee to safely and competently practice the licensee's profession.

11 3. The conduct and circumstances described in the Findings of Fact constitute a
12 violation of A.R.S. § 32-3251(16)(c)(ii), making any oral or written misrepresentation of a fact in
13 any statements provided during an investigation or disciplinary proceeding by the board.

14 4. The conduct and circumstances described in the Findings of Fact constitute a
15 violation of A.R.S. § 32-3251(16)(k), any conduct or practice that is contrary to recognized
16 standards of ethics in the behavioral health profession or that constitutes a danger to the health,
17 welfare or safety of a client, as it relates to the following sections of the ACA Code of Ethics:

18 **B.6.b. Confidentiality of Records and Documentation:**

19 Counselors ensure that records and documentation kept in any medium are
20 secure and that only authorized persons have access to them.

21 **D.1.g. Employer Policies:**

22 The acceptance of employment in an agency or institution implies that
23 counselors are in agreement with its general policies and principles. Counselors
24 strive to reach agreement with employers regarding acceptable standards of
25 client care and professional conduct that allow for changes in institutional policy

1 three semester credit hour graduate level behavioral health ethics course from a regionally
2 accredited college or university, pre-approved by the Board Chair or designee. Upon
3 completion, Respondent shall submit to the Board an official transcript establishing completion
4 of the required course.

5 Therapy

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

15 7. Upon approval, the Board will provide the therapist with copies of any required
16 evaluations completed at the request of the Board prior to this Consent Agreement and the
17 Board's investigative report.

18 Focus and Frequency of Therapy

19 8. The focus of the therapy shall relate to empathy, social boundaries, honest
20 introspection, concerns identified in the investigative report, and the results of the psychosexual
21 evaluation. Respondent shall meet in person with the therapist once weekly for the first 6
22 months of probation and twice monthly for the next 6 months. Following the initial 12 months of
23 probation, the frequency may be at the recommendation of the therapist, but not less than once
24 monthly.

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1 Reports

2 9. 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 10. 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 GENERAL PROVISIONS

19 Provision of Clinical Supervision

20 11. Respondent shall not provide clinical supervision while subject to this Consent
21 Agreement.

22 Civil Penalty

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

25 13. Respondent's payment of the civil penalty shall be stayed so long as Respondent

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

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

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

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

23 17. Within 10 days of the effective date of this Order, if Respondent is working in a
24 position where Respondent provides any type of behavioral health related services or works in a
25 setting where any type of behavioral health, health care, or social services are provided,

1 Respondent shall provide the Board Chair or designee with a signed statement from
2 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
3 Consent Agreement. If Respondent does not provide the employer's statement to the Board
4 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
5 copy of the Consent Agreement.

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

16 19. If, during the period of Respondent's probation, Respondent changes
17 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
18 extended leave of absence for whatever reason that may impact their ability to timely comply
19 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
20 the Board of their change of employment status. After the change and within 10 days of
21 accepting employment in a position where Respondent provides any type of behavioral health
22 related services or in a setting where any type of behavioral health, health care, or social
23 services are provided, Respondent shall provide the Board Chair or designee a written
24 statement providing the contact information of their new employer(s) and a signed statement
25 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a

1 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
2 the Board within 10 days, as required, Respondent's failure to provide the required statement to
3 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
4 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

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

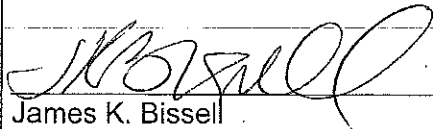
21 23. Respondent shall be responsible for ensuring that all documentation required in
22 this Consent Agreement is provided to the Board in a timely manner.

23 24. This Consent Agreement shall be effective on the date of entry below.

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

1 subsequent violation occurs.


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

4 
5 James K. Bissell

6 6/4/2019
7 Date

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

9 Dated this 7 day of June, 2019.

10 By: 
11 TOBI ZAVALA, Executive Director
12 Arizona Board of Behavioral Health Examiners

13 **ORIGINAL** of the foregoing filed

14 This 7 day of June, 2019 with:

15 Arizona Board of Behavioral Health Examiners
16 1740 West Adams Street, Suite 3600
17 Phoenix, AZ 85007

18 **COPY** of the foregoing mailed via Interagency Mail

19 This 7 day of June, 2019, to:

20 Marc Harris
21 Assistant Attorney General
22 2005 North Central Avenue
23 Phoenix, AZ 85004

24 **COPY** of the foregoing mailed via

25 Certified mail no. 948400900027643640582

This 7 day of June, 2019, to:

James K. Bissell
Address of Record
Respondent