

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

3 **In the Matter of:**

4 **James R. Webb, LPC-2062,**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2020-0004**  
**CONSENT AGREEMENT**

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

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

20    **FINDINGS OF FACT**

21          1.      Respondent is the holder of License No. LPC-2062 for the practice of counseling  
22 in Arizona.

23          2.      From approximately 2012 – 2015, Respondent and a female colleague, who later  
24 became his client ("Client"), were acquainted through professional networks, groups and social  
25 circles.

1           3.       Prior to engaging in therapeutic services, Respondent and Client were Facebook  
2 friends and endeavored in various social and professional activities with other friends.

3           4.       In 09/15, Respondent began providing professional therapeutic services to  
4 Client.

5           5.       Despite their previous relationship, Respondent failed to document any  
6 appropriate professional precautions such as seeking consultation or obtaining an informed  
7 consent, which would outline for Client the potential risks and benefits of their relationship and  
8 ensure that judgment is not impaired.

9           6.       In fact, there is no documentation in the clinical record that would suggest  
10 Respondent and Client had a previous relationship or that any discussion occurred regarding  
11 the potential risks and benefits, or that clearly explained the dynamics and boundaries of their  
12 newly established therapeutic relationship.

13          7.       From 09/15 – 10/18, Respondent provided approximately 95 therapeutic  
14 sessions to Client.

15          8.       Throughout that time, Respondent received a total payment of \$470.00 for 15  
16 sessions provided.

17          9.       Respondent also acknowledges receiving 4 gifts from Client.

18          10.      Although Respondent accepted these gifts, there are no entries in the clinical  
19 record that provide any information about these gifts such as what the gifts were, their monetary  
20 value, or their meaning.

21          11.      Without any documentation of these gifts, there is no information indicating that  
22 Respondent contemplated Client's motivation for giving the gifts, as outlined in the ACA Code of  
23 Ethics.

24 ...

25 ...

1           12. Such consideration would be imperative to document, especially when  
2 considering that Client routinely indicated her sexual arousal during their therapeutic sessions  
3 and stated her attraction toward Respondent.

4           13. In review of the documentation that Respondent maintained for Client, there were  
5 several deficiencies identified.

6           14. Client's Consent for Treatment failed to include all of the required elements.

7           15. The Consent for Treatment lacked any information regarding the fact that  
8 hypnotherapy would be used as a modality of treatment.

9           16. Client's clinical record, despite spanning over 3 years, failed to include a  
10 Treatment Plan.

11           17. The clinical record fails to include entries that accurately reflect the fact that  
12 hypnotherapy was being applied as a treatment modality during sessions.

13           18. Respondent's financial and billing records fail to include any indication of what  
14 the financial agreement for services was.

15           19. When asked about his billing practices, Respondent indicated that most of his  
16 sessions are provided for free.

17           20. Although Respondent may provide services free of charge, as a licensed  
18 professional counselor, Respondent is required to conform to the Board's minimum practice  
19 standards, which require documenting financial arrangements for the cost of providing  
20 behavioral health services and developing financial arrangements that are reasonably  
21 understandable.

#### **CONCLUSIONS OF LAW**

22  
23           1. The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 *et seq.*  
24 and the rules promulgated by the Board relating to Respondent's professional practice as a  
25 licensed behavioral health professional.

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

6                   **A.6.a. Previous Relationships**

7                   Counselors consider the risks and benefits of accepting as clients  
8 those with whom they have had a previous relationship. These  
9 potential clients may include individuals with whom the counselor has  
10 had a casual, distant, or past relationship. Examples include mutual or  
11 past membership in a professional association, organization, or  
12 community. When counselors accept these clients, they take  
13 appropriate professional precautions such as informed consent,  
14 consultation, supervision, and documentation to ensure that judgment  
15 is not impaired and no exploitation occurs.

16                   **A.10.f. Receiving Gifts**

17                   Counselors understand the challenges of accepting gifts from clients  
18 and recognize that in some cultures, small gifts are a token of respect  
19 and gratitude. When determining whether to accept a gift from clients,  
20 counselors take into account the therapeutic relationship, the  
21 monetary value of the gift, the client's motivation for giving the gift,  
22 and the counselor's motivation for wanting to accept to decline the  
23 gift.

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

4 A.A.C. R4-6-1101, Consent for Treatment

5 A.A.C. R4-6-1102, Treatment Plan

6 A.A.C. R4-6-1103, Client Record

7 A.A.C. R4-6-1104, Financial and Billing Records

8 **Practice Termination Plan**

9 4. Within 14 days of the effective date of the Consent Agreement, Respondent shall  
10 submit a written plan for terminating their private practice for pre-approval by the Board Chair or  
11 designee. At a minimum, the proposed termination plan must include each of the following:

12 a. A written protocol for the secure storage, transfer and access of the clinical  
13 records of Respondent’s clients and former clients.

14 b. The procedure by which Respondent shall notify each client and former client  
15 in a timely manner regarding the future location of the clinical records of  
16 Respondent’s clients and former clients and how those records can be  
17 accessed after the termination of Respondent’s practice.

18 c. A written protocol for developing an appropriate referral for continuation of  
19 care for Respondent’s current clients.

20 d. A list of Respondent’s current clients and the timeframe for terminating  
21 services to each client. The timeframe for terminating services shall not  
22 exceed 30 days.

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1 **ORDER**

2 Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to  
3 the provision and penalties imposed as follows:

4 1. Respondent's license, LPC-2062, shall be surrendered to the Board, effective  
5 from the date of entry as signed below.


6 2. The surrender shall be considered a revocation of Respondent's license.

7  
8 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

9   
10 Randy Webb (Oct 31, 2019)  
James R. Webb

Oct 31, 2019  
Date

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

12 By:   
13 TOBI ZAVALA, Executive Director  
14 Arizona Board of Behavioral Health Examiners

Nov 4, 2019  
Date

15 **ORIGINAL** of the foregoing filed Nov 4, 2019  
16 with:

17 Arizona Board of Behavioral Health Examiners  
18 1740 West Adams Street, Suite 3600  
Phoenix, AZ 85007

19 **EXECUTED COPY** of the foregoing sent electronically Nov 4, 2019  
20 to:

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

23 James R. Webb  
24 Address of Record  
Respondent