

1 **BEFORE THE BOARD OF PSYCHOLOGIST EXAMINERS**
2 **FOR THE STATE OF ARIZONA**

3 In the Matter of:

Case No. 22-02

4 Robert A. Briggs, Ph.D.,

5 Holder of License No. PSY-003262
6 For the Practice of Psychology
7 In the State of Arizona.

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND CONSENT
AGREEMENT FOR SURRENDER OF
PSYCHOLOGIST LICENSE (STAYED)
AND PRACTICE RESTRICTION**

8
9 In the interest of a prompt and judicious settlement of the above-captioned matter before the
10 Arizona Board of Psychologist Examiners ("Board") and consistent with public interest, statutory
11 requirements and responsibilities of the Board and pursuant to A.R.S. § 32-2061 *et seq.*, and A.R.S.
12 § 41-1092.07(F)(5), Robert A. Briggs, Ph.D. ("Respondent"), holder of License No. PSY-003262
13 and the Board enter into this Consent Agreement for Voluntary Surrender of Psychologist License
14 (Stayed) and Practice Restriction ("Consent Agreement") as the final disposition of this matter.
15

16 **JURISDICTION**

17 1. The Board is authorized to regulate the practice of psychology in Arizona pursuant
18 to A.R.S. § 32-2061, *et seq.*, and the rules promulgated thereunder, found in Arizona
19 Administrative Code ("A.A.C." or "rules") at R4-26-101, *et seq.*, to regulate and control the
20 licensing of psychologists in the State of Arizona.

21 2. Respondent is the holder of license number PSY-003262 for the practice of
22 psychology in the State of Arizona.

23 3. The Board has personal and subject matter jurisdiction over Respondent pursuant to
24 A.R.S. § 32-2061, *et seq.*, and the rules of A.A.C. R4-26-101, *et seq.*
25

26 **RECITALS**

27 Respondent understands and agrees that:

28 4. The Board and Respondent enter into this Consent Agreement to promptly and

1 judiciously resolve this matter, consistent with the public interest and the statutory requirements of
2 the Board.

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

5 6. Respondent has a right to a public hearing concerning this case. He further
6 acknowledges that at such formal hearing he could present evidence and cross-examine witnesses.
7 Respondent irrevocably waives his right to such a hearing.

8 7. Respondent irrevocably waives any right to rehearing or review or to any judicial
9 review or any other appeal to this matter.

10 8. Respondent acknowledges and agrees that the acceptance of this Consent Agreement
11 is solely to settle this Board matter and does not preclude the Board from instituting other
12 proceedings as may be appropriate now or in the future.

13 9. Respondent understands that this Consent Agreement does not constitute a dismissal
14 or resolution of any other matters currently pending before the Board, if any, and does not constitute
15 any waiver, express or implied, of the Board's statutory authority or jurisdiction regarding any other
16 pending or future investigation, action or proceeding.

17 10. Furthermore, and notwithstanding any language in this Consent Agreement, this
18 Consent Agreement does not preclude in any way any other state agency or officer or political
19 subdivision of this state from instituting proceedings, investigating claims, or taking legal action as
20 may be appropriate now or in the future relating to this matter other matters concerning Respondent,
21 including violations of the Arizona's Consumer Fraud Act. Respondent acknowledges that, other
22 than with respect to the Board, this Consent Agreement makes no representations, implied or
23 otherwise, about the views or intended actions of any other state agency or officer or political
24 subdivision of the state relating to this matter or other matters concerning Respondent.

25 11. This Consent Agreement shall be subject to the approval by the Board and shall be
26 effective only when approved by the Board and signed by the Board's Executive Director. In the
27
28

1 event that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no
2 evidentiary value and shall not be relied upon nor introduced in any action by any party, except the
3 parties agree that should the Board reject this Consent Agreement and this case proceeds to hearing,
4 Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this
5 document or any records relating thereto.

6 12. The Consent Agreement, once approved by the Board and signed by the Respondent
7 and the Executive Director, shall constitute a public record, which may be disseminated as a formal
8 action of the Board and shall be reported to the National Practitioner Data Bank.

9 13. Respondent voluntarily enters into this Consent Agreement for the purpose of
10 avoiding the expense, uncertainty, and prolonged time involved in further administrative
11 proceedings. The issues contained herein are resolved by settlement and not actually litigated.
12 Any allegations and findings herein may not be used for *res judicata* or collateral estoppel effect
13 in any subsequent civil proceedings for any claims of professional liability or negligence by or on
14 behalf of Complainant(s).
15

16 **FINDINGS OF FACT**

17 1. Respondent is the holder of an Arizona license to practice psychology (PSY-003262).
18 He has maintained a private practice called Neuropsychology Consulting Services in Scottsdale,
19 Arizona.

20 2. On August 11, 2021, the Board received a complaint from M.M. ("Complainant"), a
21 psychology doctoral program student and practicum student placed at Respondent's practice for the
22 2020-2021 training year.

23 3. Complainant alleged that on April 21, 2021, she and a colleague were admitted to Dr.
24 Briggs' office after knocking on the door and hearing permission from Respondent to enter. Upon
25 being invited in, Complainant observed Respondent's clearly visible computer monitor displayed a
26 still image of a pornographic video featuring two individuals engaged in sexual activity.
27

28 4. Following several days during which Complainant consulted with her academic

1 advisor and program director, the program's director of clinical training, and her behavior health
2 therapist, on April 27, 2021 Complainant requested to be removed from Respondent's training site
3 as she considered it to be an unsafe environment.

4 5. Upon learning Complainant would no longer be his trainee, Respondent apologized to
5 Complainant's director of clinical training for the "oversight".

6 6. Respondent maintains that it was not his intention to display pornography to
7 Complainant or anyone else, but does not refute that his conduct as described in Findings of Fact
8 #3 occurred.

9 7. In lieu of further administrative proceedings Respondent has agreed to the voluntary
10 surrender of his psychologist license (stayed) and the imposition of a practice restriction. Through
11 his legal counsel, Respondent has represented that he has approximately 100 final reports of
12 evaluations to complete.
13

14 CONCLUSIONS OF LAW

15 1. The conduct and circumstances alleged above constitute unprofessional conduct
16 pursuant to: A.R.S. § 32-2061(16)(dd), violating an ethical standard adopted by the Board as it
17 pertains to sections 3.02 (Sexual Harassment) and 3.04 (Avoiding Harm) of the 2002 American
18 Psychological Association Ethical Principles of Psychologist and Code of Conduct.

19 ORDER

20 Pursuant to A.R.S. §32-2081(S), the Board has determined that the Respondent's conduct
21 in Complaint No. 22-02 warrants disciplinary action. Based upon the foregoing Findings of Fact
22 and Conclusions of Law, the parties agree to the provisions and penalties imposed as follows:

23 1. Respondent's license number PSY-003262 for the practice of psychology in the
24 State of Arizona **shall be surrendered. The surrender is stayed but becomes**
25 **effective Monday, August 1, 2022 at 5:00 p.m.**, so to allow Respondent sufficient
26 time to complete outstanding reports.
27

28 2. Between the effective date of the Consent Agreement and the date of the surrender,

1 Respondent's psychology practice is **restricted** in that he is prohibited from
2 accepting any new patients or completing any new evaluations. During this time
3 period Respondent may only complete the final written reports of evaluations
4 already conducted. Any patients currently waiting or scheduled to be seen shall be
5 referred to other psychologists. In addition, beginning the effective date of this
6 Consent Agreement to the effective date of the surrender, Respondent shall not
7 supervise any pre-internship, internship or post-doctoral students.
8

9 3. Once the surrender is effectuated on August 1, 2022, at 5:00 p.m., **Respondent shall**
10 **not practice psychology in the State of Arizona or hold himself out as a licensed**
11 **psychologist in the State of Arizona. Respondent shall take all necessary action**
12 **to delete any references to him being a psychologist in any business cards,**
13 **stationary, publications or on-line.** The effective date of this Consent Agreement
14 is the date the Consent Agreement is accepted by the Board as evidenced by the
15 signature of the Board's Executive Director.

16 4. On or before December 17, 2021, Respondent shall submit to Board staff a log
17 listing the name of each patient for whom a report is outstanding. The log shall also
18 indicate the date the evaluation was conducted, and provide a space indicating the
19 date the report was completed. Respondent shall submit an updated log to Board
20 staff on the first day of each month through August 1, 2022.

21 5. Failure to comply with the Consent Agreement shall result in the immediate lifting
22 of the Stay and result in the automatic revocation of Respondent's license.

23 6. Respondent has read and understands this Consent Agreement as set forth herein,
24 and has had the opportunity to discuss this Consent Agreement with an attorney or
25 has waived the opportunity to discuss this Consent Agreement for the purpose of
26 avoiding the expense and uncertainty of an administrative hearing.
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1 7. Respondent understands that this Consent Agreement, or any part thereof, may be
2 considered in any future disciplinary action against him or in any future decision
3 regarding licensure. Respondent understands that this is a disciplinary action that is
4 required to be reported to the National Practitioners' Data Bank.

5 8. Respondent understands that the foregoing Consent Agreement shall not become
6 effective unless and until adopted by the Board and executed on behalf of the Board.
7 Any modification to this original document is ineffective and void unless mutually
8 approved by both parties in writing.
9

10 DATED this 13 day of December, 2021.

12 Arizona Board of
13 Psychologist Examiners

14
15 Robert A. Briggs Ph.D.
16 Robert A. Briggs, Ph.D.
17 Respondent

Heidi Herbst Paakkonen
Heidi Herbst Paakkonen
Executive Director

18 **ORIGINAL** electronically filed
19 this 13 day of December, 2021 with:

20 Arizona State Board of Psychologist Examiners
21 1740 W. Adams St., Suite 3403
22 Phoenix, Arizona 85007

23 **COPY** of the foregoing mailed by USPS Certified Mail No. 9489009000276155201701
24 this 13 day of December, 2021 to:

25 Robert A. Briggs, Ph.D.
26 Address on Record
27 Respondent

28 **COPY** of the foregoing mailed by USPS regular mail of 13 day of December, 2021 to:

1 J. Arthur Eaves, Esq.
2 3030 N 3rd St #1300
3 Phoenix, AZ 85012
4 Attorney for Respondent

5 **COPY** of the foregoing via email (jeanne.galvin@azag.gov)
6 this **13** day of **December**, 2021 to:

7 Jeanne M. Galvin
8 Assistant Attorney General
9 2005 North Central Ave. SGD/LES
10 Phoenix, Arizona 85004
11 Jeanne.galvin@azag.gov
12 Attorney for the State of Arizona

13 By: Jennifer Michaelson
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