

1 **BEFORE THE BOARD OF PSYCHOLOGIST EXAMINERS**

2 **FOR THE STATE OF ARIZONA**

3 In the Matter of

4 John W. DenBoer, Ph.D.

5 Holder of License No. PSY-004026
6 For the Practice of Psychology
7 in the State of Arizona.

Case Nos.: 16-22, 16-39, 16-53, 17-23, 18-25,
18-26, 19-02, 19-04, 20-11, 20-17, 20-42

**CONSENT AGREEMENT AND ORDER FOR
VOLUNTARY SURRENDER OF
PSYCHOLOGIST LICENSE**

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9 The Arizona Board of Psychologist Examiners ("Board") has met in open session on multiple occasions
10 to discuss the above-referenced cases. John W. DenBoer, Ph.D. ("Respondent") was present with his legal
11 counsel, J. Arthur Eaves on some occasions and Jeffrey S. Hunter on other occasions. After discussion,
12 consideration, and deliberation, the Board voted to enter into a Consent Agreement in lieu of commencing further
13 informal interviews and formal Board hearings regarding Complaint Nos. 16-22, 18-25, 18-26, 19-02, 19-04, 20-
14 11, 20-17, and 20-42.

15 **JURISDICTION**

16 1. The Board is a state agency authorized pursuant to Arizona Revised Statute ("A.R.S.") 32-2061
17 *et. seq.* and the rules promulgated thereunder in the Arizona Administrative Code ("A.A.C." or "Rules") at R4-26-
18 101 *et. seq.*, to regulate and control the licensing of psychologists in the State of Arizona.

19 2. Respondent is a holder of License No. PSY-004026 for the practice of psychology in the State of
20 Arizona.

21 3. The Board has personal and subject matter jurisdiction over Respondent pursuant to A.R.S. & 32-
22 2061 *et. seq.*, and the Rules A.A.C. R4-26-101, *et. seq.*

23 **RECITALS**

24 Respondent understands and agrees that:

25 1. The Board and Respondent enter into this Consent Agreement to promptly and judicially resolve
26 these matters, consistent with the public interest and the statutory requirements of the Board.

1 2. Respondent has the right to consult with an attorney before entering into this Consent Agreement.

2 3. Respondent has a right to a formal public hearing concerning these cases where he could present
3 evidence and cross examine witnesses. Respondent irrevocably waives any right to such hearing upon this
4 Consent Agreement becoming effective.

5 4. Respondent irrevocably waives any right to rehearing or review or to any judicial review or any
6 other appeal these matters upon this Consent Agreement becoming effective.

7 5. Although Respondent does not agree that the allegations in Complaint Nos. 16-22, 18-25, 18-26,
8 19-02, 19-04, 20-11, 20-17, and 20-42 are supported by the evidence, Respondent acknowledges that it is the
9 Board's position that if these matters proceed to formal hearing, the Board could offer sufficient evidence to
10 support a conclusion that certain of Respondent's conduct constituted unprofessional conduct. Therefore,
11 Respondent has agreed to enter into this Consent Agreement as an economical and practical means of resolving
12 the issues alleged in the complaints.

13 6. Respondent further agrees to enter into this Consent Agreement as he has relocated from the State
14 of Arizona and has no further intent to practice psychology in the State of Arizona for at least the next five (5)
15 years.

16 7. This Consent Agreement shall be subject to the Board's approval and shall be effective only when
17 signed by the Executive Director and accepted by the Board. In the event that the Board does not approve this
18 Consent Agreement, it is withdrawn and shall be of no evidentiary value and should not be relied upon or
19 introduced in any action by any party, except that the parties agree that if the Board rejects this Consent
20 Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by
21 its review and discussion of this document or any records relating thereto.

22 8. The Consent Agreement, once approved by the Board, evidenced by the signature of the
23 Executive Director or her designee and signed by the Respondent, shall constitute a public record that may be
24 disseminated as a formal action of the Board and shall be reported to the National Practitioner Data Bank.

25 9. Respondent voluntarily enters into this Consent Agreement for the purposes of avoiding the
26 expense, uncertainty, and prolonged time involved in further administrative proceedings. Respondent further

1 voluntarily enters into this Consent Agreement for the purpose that he has relocated from the State of Arizona and
2 has no plans to practice or maintain a license in Arizona for at least the next five (5) years. The issues contained
3 herein are resolved by settlement and not actually litigated. Any allegations or finding herein may not be used for
4 *res judicata* or *collateral estoppel* effect in any subsequent civil proceeding for any claims of professional liability
5 of negligence by or on behalf of Complainant(s).

6 FINDINGS OF FACT

7 1. On December 20, 2015 the Board received a Claim against Respondent regarding court-ordered
8 therapy services, which was subsequently opened as a complaint, no. 16-22, which alleged acts of unprofessional
9 conduct that, if found by the Board to be valid, could justify the Board taking action against the Respondent. The
10 complaint was filed by the minor client's father, MY, which contained allegations regarding Respondent's
11 professionalism in his role as counselor, boundary violations, Respondent creating a dual role by serving as an
12 evaluator and counselor at the same time, and failure to maintain and produce clinical records for the client.
13 Respondent denies these allegations.

14 2. On August 30, 2018, the Board received Complaint No. 18-25 that alleged acts of unprofessional
15 conduct that, if found by the Board to be valid, could justify the Board taking action against the Respondent. The
16 complaint was filed a patient, KC, who was referred to Respondent for a neurological evaluation and alleged that
17 Respondent did not act with professionalism throughout the treatment or evaluation process, that his report and
18 assessment was not accurate, and that the reports had numerous errors. Respondent denies these allegations.

19 3. On September 28, 2018, the Board received Complaint No. 18-26 that alleged acts of
20 unprofessional conduct that, if found by the Board to be valid, could justify the Board taking action against the
21 Respondent. The complaint was filed by Blue Cross Blue Shield of Arizona, which contained allegations
22 regarding Respondent's improper billing practices that were reviewed as part of an audit. Respondent denies
23 these allegations.

24 4 On March 11, 2019, the Board received Complaint No. 19-02 that alleged acts of unprofessional
25 conduct that, if found by the Board to be valid, could justify the Board taking action against the Respondent. The
26 complaint was filed by a patient, LM, which contained allegations that the neurological evaluation performed by

1 Respondent did not meet the standard of care, that Respondent's report was inaccurate and did not support the
2 diagnosis, and that Respondent was not present for the evaluation nor conducted any of the testing himself.
3 Respondent denies these allegations.

4 5. On April 1, 2019, the Board received Complaint No. 19-04 that alleged acts of unprofessional
5 conduct that, if found by the Board to be valid, could justify the Board taking action against the Respondent. The
6 complaint was filed by SS, a former employee of Respondent's practice from September 2018 – March 2019,
7 which alleged that SS witnessed various unethical conduct by Respondent and his staff during her employment.
8 Respondent denies these allegations.

9 6. On October 10, 2019, the Board received Complaint No. 20-11 that alleged acts of unprofessional
10 conduct that, if found by the Board to be valid, could justify the Board taking action against the Respondent. The
11 complaint was filed by TM, a licensed psychologist who was hired on at the practice following Respondent's
12 departure, which included allegations of copyright infringement, psychological testing improperly administered
13 and analyzed incorrectly, staff failing to follow the appropriate treatment guidelines, treatments used were not
14 supported by the patients' testing data, copyright laws violations as materials were photocopied rather than
15 ordered from the publisher, and improper delegation of tasks to staff and not providing the required supervision.
16 Respondent denies these allegations.

17 7. On November 4, 2019, the Board received Complaint No. 20-17 that alleged acts of
18 unprofessional conduct that, if found by the Board to be valid, could justify the Board taking action against the
19 Respondent. The complaint was filed by GF, who purchased Respondent's company in 2019, which included
20 allegations of waiver of required insurance copayments, copyright laws violations, scoring of test results not
21 following established guidelines, Respondent misrepresenting he was no longer on probation, and improper
22 billing practices. Respondent denies these allegations.

23 8. On March 24, 2020, the Board received Complaint No. 20-42 that alleged acts of unprofessional
24 conduct that, if found by the Board to be valid, could justify the Board taking action against the Respondent. The
25 complaint was filed by LB, who was a patient of Respondent's from 2017 – 2018 and was subsequently hired by
26 Respondent in 2018 as a part-time customer advocate for approximately eight months. LB alleged ethical issues

1 regarding her prior treatment, as well as various ethical concerns that were raised during her employment.

2 Respondent denies these allegations.

3 9. With respect to complaint nos. 16-39, 16-53, and 17-23, the Board and Respondent entered into a
4 Consent Agreement and Order dated October 9, 2018. Under that Consent Agreement Respondent worked with a
5 Board-approved Practice Monitor to address issues that were the subject of the Board's findings. The October 9,
6 2018 Consent Agreement and Order is incorporated herein by reference and adjudicated with the Board and
7 Respondent entering into the current Consent Agreement and Order.

8 10. Respondent's confident that it could demonstrate that some or all of the allegations in these
9 complaints are not supported by the facts, but the Respondent concedes that the Board could find other allegations
10 that are supported by the facts.

11 11. Respondent has indicated that, since the events that gave rise to the allegations in these
12 complaints, Respondent took steps to implement new practices that directly addressed concerns implicated in
13 these matters. Respondent revised his informed consent forms for neuropsychological evaluations, instituted
14 additional safeguards to receive consent for services from clients presenting to Respondent following
15 presentations at facilities, consent allowing Respondent communication to ensure that the client has authority to
16 make treatment decisions. With respect to issues of recordkeeping, Respondent instituted changes in
17 recordkeeping practices. Further, Respondent maintained a practice monitor as required by the Consent
18 Agreement executed by Respondent and the Board on October 9, 2018. The practice monitor, Dr. Toma, reported
19 at the end of the time period for the mandated practice monitor, that Respondent's practice was compliant with the
20 standard of care.

21 12. The Board and Respondent acknowledge that Respondent, for a substantial time period, has not
22 been in care, custody or control of patient records. The Board and Respondent acknowledge that the care, custody
23 and control and mandated maintenance of all records of Respondent's former patients have been in care, custody
24 and control of a third party despite Respondent's statutory responsibility to maintain control over his patients'
25 records.

26 13. Certain of the complaints have raised allegations of fraudulent billing practices. Respondent and

1 the Board acknowledge that Respondent retained expert witnesses in the field of medical billing who concluded
2 the billing practices for Respondent were not fraudulent. Respondent and Board acknowledge that the Board at
3 no time retained or provided an opinion of an expert in the area of billing for psychological services.

4 CONCLUSIONS OF LAW

5 1. The conduct and circumstances described in Complaints 16-22, 18-25, 18-26, 19-02, 19-04, 20-
6 11, 20-17, 20-42 may constitute unprofessional conduct pursuant to 1) A.R.S. § 32-2061(16)(o), for possibly
7 providing services that are unnecessary, unsafe or otherwise engaging in activities as a psychologist that are
8 unprofessional by current standards of practice; 2) A.R.S. § 32-2061(16)(x) for possibly engaging in false,
9 deceptive or misleading advertising; and 3) A.R.S. § 32-2061(16)(dd) for possibly violating ethical standard
10 adopted by the Board, as it pertains to the American Psychological Association's 2002 Ethical Standards of
11 Psychologists and Code of Conduct, Standards 3.06 (Conflict of Interest); 3.08 (Exploitative Relationships), 3.10
12 (Informed Consent), 4.01 (Maintaining Confidentiality); 5.01 (Avoidance of False or Deceptive Statements), 5.06
13 (In-Person Solicitation), 9.02(b) and (c) (Use of Assessments), and 9.06 (Interpreting Assessment Results).

14 2. The Board and Respondent acknowledge that Complaints Nos. 16-22, 18-25, 18-26, 19-02, and
15 19-04 contain allegations that preexist the date that Respondent's Consent Agreement was entered into on
16 October 9, 2018. The Board and Respondent acknowledge that the allegations in the aforementioned complaints
17 are same or similar to the allegations in the complaints that were the basis of the Consent Agreement signed by
18 the Board and Respondent on October 9, 2018. The Board and Respondent agree that the practice monitor,
19 Dr. Toma, determined at the end of the practice monitoring time period, Respondent's practice was compliant with
20 the standard of care. Accordingly, Board and Respondent hereby agree and stipulate that Complaint Nos. 16-22,
21 18-25, 18-26, 19-02, and 19-04 are hereby dismissed with prejudice.

22 3. Complaint Nos. 20-11 and 20-17 arguably concern allegations subsequent to determination of the
23 practice monitor. The Board and Respondent agree, however, that many of the allegations pertain to issues
24 preexisting the entry of the Consent Agreement executed on October 9, 2018. Respondent and the Board agree
25 that the Board could present evidence to support failure to adequately retain patient records and adequately
26 document patient care and treatment. However, Respondent has and does deny allegations.

1 **VOLUNTARY SURRENDER OF LICENSE**

2 1. Respondent hereby agrees, stipulates, and voluntarily surrenders his license to practice
3 psychology in the State of Arizona.

4 **ORDER**

5 2. Based on the foregoing findings of facts and conclusions of law, It Is Ordered That:

6 3. Case Nos. 16-39, 16-53, and 17-23, which are the subject of the October 9, 2018 Consent
7 Agreement and Order, are adjudicated with the entry of this Order.

8 4. **VOLUNTARY SURRENDER OF LICENSE:** Respondent's license, no. PSY-004026, is
9 voluntarily surrendered.

10 5. **APPLICATION FOR LICENSURE:** Upon application for licensure, the Board shall reserve
11 the right to review all pending complaints and licensing history in determining Respondent's qualification for
12 licensure, as well as any terms of probation that the Board may wish to order. Whether to grant Respondent's
13 application for licensure shall be within the sole discretion of the Board.

14 6. **PROBATION:** Upon application for licensure and the Board's granting of same, Respondent's
15 license as psychologist may be placed on probation for a period of time to be determined by the Board.

16 7. **CONTINUING EDUCATION:** Within twelve (12) months prior to application for licensure,
17 and in addition to continuing education requirement required by rule for license application and/or renewal,
18 Respondent shall complete an additional eighteen (18) hours of continuing education to address the issues raised
19 in the complaints. Six (6) hours of continuing education shall be recordkeeping and/or maintaining business
20 records; six (6) hour of continuing education shall be in informed consent; and six (6) hours of continuing
21 education shall be in the areas of ethics/billing practices.

22 8. **PRACTICE MONITOR:** While on probation, Respondent shall work with a practice monitor
23 preapproved by the Board's Executive Director who will provide professional guidance and input with
24 Respondent with respect to his practice in performing evaluations, informed consent, recordkeeping and billing
25 practices. The terms of the appointment of a practice monitor shall be determined by the Board at the time of
26 licensure.

1 9. **TERMINATION OF PROBATION**: At the end of one year, unless otherwise ordered by the
2 Board, Respondent may petition by the Board, in writing, and request termination from probation. If the Board
3 determines that the respondent has not complied with the requirements of this Consent Agreement, the Board may
4 either (a) continue the probation, or (b) institute proceedings for non-compliance of this Consent Agreement,
5 which may result in suspension, revocation or other disciplinary remedial action.

6 10. **EFFECTIVE DATE**: Respondent understands that this Consent Agreement shall not become
7 effective unless and until adopted by the Arizona Board of Psychologist Examiners and executed on behalf of the
8 Board. Any modification to this original document is ineffective and void unless mutually approved by the
9 parties in writing.

10 11. **CONSIDERATION OF FUTURE ACTIONS**: Respondent understands that this Consent
11 Agreement, or any part thereof, may be considered any future disciplinary action against Respondent.

12 12. **FINAL RESOLUTION**: This Consent Agreement constitutes a final resolution of these
13 disciplinary matters but does not constitute a dismissal resolution of the matters currently pending before the
14 Board, if any, and does not constitute any waiver, express or implied, the Board's statutory authority of
15 jurisdiction regarding any other pending or future investigations, actions, or proceeds. Further, this Consent
16 Agreement does not preclude any other agency, subdivision, or officer of this state from institute other civil or
17 criminal proceedings with respect to the conduct that is subject of this Consent Agreement.

18 13. **TIME**: Time is of the essence with regard to this Consent Agreement.


19 14. **COSTS**: The Respondent shall be responsible for all costs incurred as a result of his compliance
20 with this Consent Agreement.

21 15. **NONCOMPLIANCE**: If Respondent fails to comply with the terms of this Consent Agreement,
22 the Board may promptly institute proceedings for noncompliance, which may result in suspension, revocation or
23 other disciplinary or remedial actions. Violation of this Consent Agreement is a violation of A.R.S. § 32-
24 2061(15)(aa) ("Violating a formal board order, consent agreement, or term of probation or stipulated agreement").

25 16. **PUBLIC RECORD**: This Consent Agreement is a public record that may be publicly
26 disseminated as a formal action of the Board and reported to the National Practitioner Data Bank.

1 DATED THIS 10 day of December, 2020.

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3 ARIZONA BOARD OF
4 PSYCHOLOGIST EXAMINERS

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6
7 
8 John W. DenBoer, Ph.D.
9 Respondent

6 Heidi Herbst Paakkonen
7
8 Heidi Herbst Paakkonen
9 Executive Director

10 ORIGINAL filed electronically
11 this 10 day of December, 2020 to:

12 Arizona State Board of Psychologist Examiners
13 1740 W. Adams St., Suite 3403
14 Phoenix, Arizona 85007

15 COPY of the foregoing mailed by Certified Mail No. 9489009000276155081426
16 this 10 day of December, 2020 to:

17 John DenBoer, Ph.D.
18 Address on Record
19 Respondent

20 COPY of the foregoing mailed by USPS regular mail
21 this 10 day of December, 2020 to:

22 Jeffrey Hunter, Esq.
23 RENAUD COOK DRURY MESAROS, PA
24 One North Central, Ste. 900
25 Phoenix, AZ 85004-4117

26 COPY of the foregoing sent via email
this 10 day of December, 2020 to:

Jeanne M. Galvin
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2005 North Central Ave. SGD/LES
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1 Jeanne.galvin@azag.gov

Attorney for the State of Arizona

2
3 By: _____

Jeanne Galvin

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