

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

3 In the Matter of: )  
4 **Alicia Abby Garcia, Ph.D.** ) **Case No. 22-08**  
5 Holder of License No. PSY-003552 ) **CONSENT AGREEMENT AND**  
6 for the Practice of Psychology ) **ORDER FOR PROBATION,**  
7 in the State of Arizona ) **CLINICAL CONSULTATION, AND**  
 ) **CONTINUING EDUCATION**

8 On April 8, 2022, the Arizona Board of Psychologist Examiners (“Board”) met virtually  
9 in open session to discuss the above-referenced case. Alicia Garcia, Ph.D. (“Respondent”)  
10 appeared virtually with her attorney, Sara Stark, Esq. After discussion, consideration, and  
11 deliberation, the Board voted to refer the matter to an Informal Interview at a future date and  
12 alternatively, requested the Board’s legal counsel and Respondent’s counsel to enter into  
13 settlement negotiations. The parties agree to enter into this Consent Agreement in lieu of further  
14 administrative proceedings.

15 **JURISDICTION**

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

20 2. Respondent is the holder of license number PSY-003552 for the practice of  
21 psychology in the State of Arizona.

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

24 **RECITALS**

25 Respondent understands and agrees that:

26 1. The Board and Respondent enter into this Consent Agreement to promptly and  
27 judiciously resolve these matters, consistent with the public interest and the statutory  
28

1 requirements of the Board.

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

4           3.       Respondent has a right to a formal public hearing concerning this case where she  
5 could present evidence and cross-examine witnesses. Respondent irrevocably waives any right  
6 to such a hearing, rehearing or review or to any judicial review or other appeal of this matter upon  
7 this Consent Agreement becoming effective.

8           4.       Although Respondent does not agree that all of the allegations in Complaint No.  
9 22-08 are supported by the evidence, Respondent acknowledges that it is the Board's position  
10 that if these matters proceeded to formal hearing, the Board could offer sufficient evidence to  
11 support a conclusion that certain of Respondent's conduct constituted unprofessional conduct.  
12 Therefore, Respondent has agreed to enter into this Consent Agreement as an economical and  
13 practical means of resolving the issues alleged in the Complaint.  
14

15           5.       This Consent Agreement shall be subject to the Board's approval and shall be  
16 effective only when signed by the Executive Director and accepted by the Board. In the event  
17 that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no  
18 evidentiary value and shall not be relied upon nor introduced in any action by any party, except  
19 that the parties agree that if the Board rejects this Consent Agreement and this case proceeds  
20 to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and  
21 discussion of this document or any records relating thereto.

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

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

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

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

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

21 11. Respondent acknowledges and agrees that, upon signing this Consent Agreement  
22 and returning this document to the Board's Executive Director, she may not revoke acceptance  
23 of the Consent Agreement or make any modifications to the document regardless of whether the  
24 Consent Agreement has been signed by the Executive Director. Any modification to this original  
25 document is ineffective and void unless mutually agreed by the parties in writing.

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

7 13. If a court of competent jurisdiction rules that any part of this Consent Agreement  
8 is void or otherwise unenforceable, the remainder of the Consent Agreement shall remain in full  
9 force and effect.

10 14. Respondent understands that any violation of this Consent Agreement constitutes  
11 unprofessional conduct and may result in disciplinary action, pursuant to A.R.S. §32-  
12 2061(16)(aa).

13 15. Respondent agrees that the Board will adopt the following Findings of Fact,  
14 Conclusions of Law and Order.  
15

16  
17 ACCEPTED AND AGREED BY RESPONDENT:  
18

19  
20   
21 Alicia Abby Garcia, Ph.D.  
22 Respondent

6/1/22  
\_\_\_\_\_  
Date

1 **FINDINGS OF FACT**

2 1. Respondent was issued a psychologist license by the Board in 2003. She currently  
3 maintains a private practice.

4 2. In 2011, Respondent began providing individual therapy services to an adult male  
5 client (“JT”). More recently, Respondent has provided services to JT on an infrequent basis.

6 3. Since 2014, JT has been engaged in custody proceedings with his ex-wife (“MG”)  
7 regarding their minor son (“Son”). Since that time, the court has authorized JT to have only  
8 supervised visits with Son. He has unsuccessfully petitioned the court on multiple occasions to  
9 have unsupervised visits instead.

10 4. On September 25, 2021, the Board received Complaint No. 22-08 from MG alleging  
11 that in connection with the parties' custody proceeding, Respondent provided a letter and  
12 testimony which opined on the appropriateness of supervised visitation between JT and his minor  
13 son. MG alleged that Respondent was not qualified and did not have the information necessary  
14 to make such an opinion.  
15

16 5. On April 8, 2022, the Board conducted an initial review for Complaint no. 22-08.  
17 The Board found that Respondent practiced out of her scope of expertise by providing an opinion  
18 in the 2020 letter regarding Father’s parenting time and subsequent testimony. The Board also  
19 concluded that Respondent does not possess the education and training necessary to provide a  
20 custody opinion.

21 6. Respondent represented that she does not typically provide forensic services in her  
22 practice. Respondent acknowledged to the Board that it was inappropriate for her to offer any  
23 opinions regarding custody or visitation, as she had only ever spoken to JT and therefore, did not  
24 have the necessary information to provide such an opinion. She further acknowledged that she  
25 should have sought consultation with colleagues before agreeing to write the letter and offer the  
26 opinion on behalf of JT.

27 7. The Board noted that Respondent completed six hours of continuing education in  
28 the area of risk management and updated her informed consent form, which specifies that

1 Respondent does not provide forensic services nor will provide legal testimony.

2 **CONCLUSIONS OF LAW**

3 1. The conduct and circumstances described in Complaint No. 22-08, if supported by  
4 the evidence, would constitute unprofessional conduct pursuant to:

5 a. A.R.S. §32-2061(16)(g), engaging or offering to engage as a psychologist in  
6 activities not congruent with the psychologist's professional education, training and experience;

7 b. A.R.S. § 32-2061(16)(o), engaging in activities as a psychologist that are  
8 unprofessional by current standards of practice;

9 c. A.R.S. § 32-2061(16)(dd), violating an ethical standard adopted by the Board  
10 as it pertains to sections 2.01 (Boundaries of Competence) and 9.01 (Bases for Assessment) of  
11 the American Psychological Association Ethical Principles of Psychologists and Code of  
12 Conduct.

13 **ORDER**

14 1. Pursuant to A.R.S. § 32-2081(S), the Board has determined that the Respondent's  
15 conduct in Complaint No. 22-08 warrants disciplinary action. Based on the foregoing Findings of  
16 Fact and Conclusions of Law, IT IS ORDERED THAT:

17 2. **PROBATION:** Respondent's license as a psychologist is placed on probation for  
18 a minimum period of three (3) months from the effective date of this Consent Agreement, unless  
19 otherwise ordered by the Board. The effective date of this Consent Agreement is the date that it  
20 is signed by the Board's Executive Director, or her designee, on behalf of the Board.

21 3. **CONTINUING EDUCATION:** Within sixty (60) days of the effective date of this  
22 Consent Agreement and, in addition to the continuing education requirements that are required  
23 by rule for license renewal, Respondent shall complete an additional six (6) hours of continuing  
24 education in the areas of psychological assessment and diagnosis. All continuing education  
25 courses must be pre-approved by the Board's Executive Director or designee. Within fourteen  
26 (14) days of completing this continuing education, Respondent shall submit the certificates of  
27 completion to the Executive Director or designee.  
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1           4.       **CLINICAL CONSULTATION:** While on probation, Respondent shall consult  
2 with a Board-approved forensic psychologist who will provide professional guidance and input  
3 to Respondent with respect to ethics, clinical documentation/recordkeeping, importance of  
4 professional consultation, testifying in legal proceedings, and any other topic deemed pertinent  
5 by the forensic psychologist. The professional consultation shall be for a total period of four (4)  
6 clock hours and may be at a frequency and duration determined by Respondent and consultant.

7           5.       Respondent shall submit the name of the forensic psychologist who shall serve as  
8 the professional consultant for approval within ten (10) business days of the effective date of this  
9 Consent Agreement. Within twenty (20) business days of the effective date of this Order,  
10 Respondent shall enter into the consultation agreement. The professional consultant shall have no  
11 familial, personal or business relationship with Respondent.

12           6.       Before the conclusion of the probationary period, the professional consultant shall  
13 complete a detailed written report to the Board summarizing their interaction with Respondent,  
14 topics discussed, areas of progress, matters of remaining concern, and overall impressions. The  
15 report shall be submitted to the Board within 30 days prior to the date of the meeting at which  
16 the Board considers Respondent's written request to terminate probation as set forth in  
17 paragraph. Respondent shall present this Consent Agreement to the Board-approved professional  
18 consultant prior to beginning consultation. The professional consultant shall review all applicable  
19 Board meeting audio and/or minutes for Complaint no. 22-08, which will be provided by Board  
20 staff upon approval of the selected professional consultant.

21           7.       If, during the probationary period, the forensic psychologist is unable or unwilling  
22 to continue to act as Respondent's professional consultant, within 10 business days of the  
23 forensic psychologist's termination of the professional consultant relationship, Respondent shall  
24 contact the Executive Director in writing and present another potential forensic psychologist for  
25 approval. Respondent shall notify the Board of her new professional consultant within 20  
26 business days of receiving approval.  
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1           8.       **TERMINATION OF PROBATION:** Upon the passage of three months and the  
2 completion of the terms of probation, and upon the professional consultant’s recommendation,  
3 Respondent may petition the Board, in writing, and request termination from probation. If the  
4 Board determines that Respondent has not complied with the requirements of this Consent  
5 Agreement, the Board may either (a) continue the probation, or (b) institute proceedings for  
6 noncompliance with this Consent Agreement, which may result in the suspension, revocation, or  
7 other disciplinary or remedial action.

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

12           10.       **CONSIDERATION IN FUTURE ACTIONS:** Respondent understands that this  
13 Consent Agreement, or any part thereof, may be considered in any future disciplinary action  
14 against her.

15           11.       **FINAL RESOLUTION:** This Consent Agreement constitutes a final resolution  
16 of these disciplinary matters but does not constitute a dismissal or resolution of other matters  
17 currently pending before the Board, if any, and does not constitute any waiver, expressed or  
18 implied, of the Board’s statutory authority or jurisdiction regarding any other pending or future  
19 investigations, actions, or proceedings. Further, this Consent Agreement does not preclude any  
20 other agency, subdivision, or officer of this State from instituting other civil or criminal  
21 proceedings with respect to the conduct that is the subject of this Consent Agreement.

22           12.       **TIME:** Time is of the essence with regard to this Consent Agreement.

23           13.       **COSTS:** Respondent shall be responsible for all costs incurred as a result of her  
24 compliance with this Consent Agreement.

25           14.       **NON-COMPLIANCE:** If Respondent fails to comply with the terms of this  
26 Consent Agreement, the Board may properly institute proceedings for noncompliance, which may  
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1 result in suspension, revocation, or other disciplinary or remedial actions. Violation of this  
2 Consent Agreement is a violation of A.R.S. § 32-2061(16)(aa) (“violating a formal board order,  
3 consent agreement, term of probation or stipulated agreement”).


4 15. **NON-RENEWAL OR LATE RENEWAL:** If Respondent fails to renew her  
5 license while under the terms of this Consent Agreement and subsequently applies for late renewal  
6 of license or a new license, the remaining terms of this Consent Agreement shall be imposed if  
7 the late renewal or reapplication for license is granted.

8 16. **TOLLING:** If Respondent for any reason stops practicing psychology in Arizona  
9 for more than 30 consecutive days or leaves Arizona to reside or practice psychology outside of  
10 Arizona, the periods of temporary or permanent residency or practice outside Arizona or the non-  
11 practice within Arizona do not reduce the duration of the terms under this Order. Respondent  
12 shall notify the Board in writing within five (5) business days of the dates of departure or the  
13 dates of non-practice in Arizona.

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

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18  
19 DATED this 7 day of June 2022.

20  
21 ARIZONA BOARD OF  
22 PSYCHOLOGIST EXAMINERS

23  
24 By:   
25 Heidi Herbst Paakkonen  
26 Executive Director

27 **ORIGINAL** filed electronically  
28 this 7 day of June 2022, to:

1 **COPY** mailed by regular and certified mail #**9489009000276155201763**  
2 this 7 day of June 2022, to:

3 Alicia Garcia, Ph.D.  
4 Respondent  
5 Address on Record

6 **COPY** of the foregoing mailed by USPS regular mail  
7 this 7 day of June 2022, with:

8 Sara Stark, Esq.  
9 Chelle Law, PLC  
10 5425 East Bell Road, Suite 107  
11 Phoenix, AZ 85254  
12 Attorney for Respondent

13 **COPY** of the foregoing via email ([jeanne.galvin@azag.gov](mailto:jeanne.galvin@azag.gov))  
14 This 7 day of June 2022, with:

15 Jeanne M. Galvin  
16 Assistant Attorney General  
17 2005 North Central Ave. SGD/LES  
18 Phoenix, Arizona 85004  
19 Attorney for the State of Arizona

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By: Jennifer Michaelson