

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

In the Matter of:

**JEANNETTE HIGGINS, Psy.D.**

Holder of License No. PSY-005386  
for the Practice of Psychology  
in the State of Arizona

Case No. 22-20

**CONSENT AGREEMENT AND  
ORDER FOR PROBATION,  
PRACTICE MONITORING, AND  
CONTINUING EDUCATION**

On May 6, 2022, the Arizona Board of Psychologist Examiners ("Board") met virtually in open session to discuss the above-referenced case. Jeannette Higgins, Psy. D. ("Respondent") appeared virtually with her attorney, Mandi Karvis, Esq. After discussion, consideration, and deliberation, the Board voted to refer the matter to an Informal Interview at a future date and alternatively, requested the Board's legal counsel and Respondent's counsel to enter into settlement negotiations. The parties agree to enter into this Consent Agreement in lieu of further administrative proceedings.

**JURISDICTION**

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

2. Respondent is the holder of license number PSY-005386 for the practice of psychology in the State of Arizona.

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

**RECITALS**

Respondent understands and agrees that:

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

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 22-20 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.  
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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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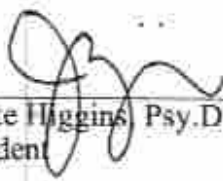
1 only when accepted by the Board and signed by the Executive Director. In the event that the  
2 Board does not approve this Consent Agreement, it is withdrawn and shall be of no evidentiary  
3 value and shall not be relied upon nor introduced in any action by any party, except that the  
4 parties 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.  
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17 ACCEPTED AND AGREED BY RESPONDENT:  
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21  \_\_\_\_\_  
22 Jeannette Higgins, Psy.D.  
23 Respondent  
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6/1/22  
\_\_\_\_\_  
Date

## FINDINGS OF FACT

1. The Board issued Respondent a psychologist license in March 2021, through Universal Recognition. She was previously licensed as a psychologist in the State of Washington from 2010 through 2021.

2. At all relevant times, Respondent maintained a contracted position with McGady & Associates Psychological Services, PLC, in Glendale, AZ where she conducts psychological evaluations.

3. The Arizona Department of Child Safety ("DCS") submitted a request to McGady & Associates for a psychological evaluation of a 7-year-old female child whose parents were involved in a contentious custody matter, and in which there was an open DCS investigation amid allegations of domestic violence and sexual abuse by the father. The child's therapeutic interventionist requested that DCS seek the evaluation.

4. Respondent conducted the evaluation on behalf of McGady & Associates in August of 2021. In January of 2022, J.L., a consulting psychologist for DCS filed a complaint with the Board against Respondent. The complainant alleged, *inter alia*, that Respondent had (1) failed to obtain consent for the evaluation from both parents; (2) failed to interview both parents about the child; (3) failed to conduct collateral interviews with others in child's life; (4) failed to obtain all documents and records necessary to conduct an appropriate evaluation; and (5) failed to provide the complete record to DCS and the custody evaluator in a timely manner.

5. During its investigation of the matter, the Board found that:

- a. Respondent interviewed only Mother and child but failed to interview Father, the child's other health providers, teachers, or the therapeutic interventionist. Nor did Respondent review the entirety of DCS records, the records of other providers or the psychiatric hospital where child had been admitted on two previous occasions in the last several months. As a result, all information provided to Respondent for the evaluation came from Mother.

- b. Respondent did not conduct the substantive portion of Mother's interview in the presence of child.
- c. While Respondent listed in her report the records she reviewed, she did not summarize them or reference them so it is unclear how/if the records contributed to the final conclusions.
- d. Respondent maintains she believed she was to conduct a psychological evaluation of minor child and not a custody evaluation, however, in conducting the evaluation for DCS, she opined on one or more of the referral questions relating to parenting time and visitation. Respondent offered this opinion without having interviewed Father or other important collaterals.
- e. Respondent acknowledged that since working as a psychologist in Arizona, she had never conducted an evaluation in which both parents had legal custody of a minor child and were involved in an ongoing custody dispute. According to Respondent, upon receiving the assignment to conduct the evaluation of the minor child, she sought consultation with Dr. M. David McGady to determine if there was anything that she should do differently in this case as it was referred by DCS. He informed Respondent that the only difference in this case would be to answer the referral questions posed by DCS.
- f. With respect to the timeliness of providing the records to DCS and the custody evaluator, Respondent asserted that requests for records go directly to McGady & Associates who is responsible for complying with such requests. Respondent was not responsible for maintaining the records or responding to the requests for records.

#### **CONCLUSIONS OF LAW**

The conduct and circumstances described in Complaint No. 22-20, if supported by the evidence, would constitute unprofessional conduct pursuant to:

1. A.R.S. §32-2061(16)(g), engaging or offering to engage as a psychologist in activities not congruent with the psychologist's professional education, training and experience;
2. A.R.S. § 32-2061(16)(o), engaging in activities as a psychologist that are unprofessional by current standards of practice;
3. A.R.S. § 32-2061(16)(dd), violating an ethical standard adopted by the Board as it pertains to sections 2.01 (Boundaries of Competence) and 9.01 (Bases for Assessment) of the American Psychological Association Ethical Principles of Psychologists and Code of Conduct.

#### **ORDER**

1. Pursuant to A.R.S. § 32-2081(S), the Board has determined that the Respondent's conduct in Complaint No. 22-20 warrants disciplinary action. Based on the foregoing Findings of Fact and Conclusions of Law, IT IS ORDERED THAT:

2. **PROBATION:** Respondent's license as a psychologist is placed on probation for a *minimum period of twelve (12) months* from the effective date of this Consent Agreement, unless otherwise ordered by the Board. The effective date of this Consent Agreement is the date that it is signed by the Board's Executive Director, or her designee, on behalf of the Board.

3. **CONTINUING EDUCATION:** Within six (6) months of the effective date of this Consent Agreement and, in addition to the continuing education requirements that are required by rule for license renewal, Respondent shall complete an additional seven (7) hours of continuing education in the areas of psychological assessment and forensic psychology. All continuing education courses must be pre-approved by the Board's Executive Director or designee. Within fourteen (14) days of completing this continuing education, Respondent shall submit the certificates of completion to the Executive Director or designee. The Board accepts and acknowledges the 5.5 hours of continuing education already completed in the area of improving assessment report writing and parent perspectives on the assessment process. The 12.5 hours of continuing education required/completed pursuant to this paragraph is in addition to the continuing education requirements for the renewal of Respondent's license. Should

Respondent require additional time to comply with this requirement, she shall contact Board staff prior to deadline for compliance and request an additional sixty (60) days to comply.

4. **PRACTICE MONITOR:** While on probation, Respondent shall work with a Practice Monitor pre-approved by the Board's Executive Director or designee and who will provide professional guidance and input to Respondent with respect to assessment, report writing, recordkeeping, importance of peer consultation, forensic psychology, proper utilization of collateral sources, and any other topic deemed pertinent by the Practice Monitor. The Practice Monitor shall submit to the Executive Director a detailed monitoring program outlining the monitoring goals and objectives and how achievement of them will be measured, and the activities Respondent will be required to complete. The written monitoring program shall be provided to the Executive Director within ten (10) business days of contracting with Respondent to serve as Practice Monitor. The Practice Monitor shall review all applicable meeting audio and/or minutes for Complaint no. 22-20, which will be provided by Board staff, in advance of submitting the written monitoring plan.

5. Respondent shall submit the name of the psychologist who shall serve as the Practice Monitor to the Board's Executive Director for approval within ten (10) business days of the effective date of this Consent Agreement. Within twenty (20) business days of the effective date of this Order, Respondent shall enter into the Practice Monitor agreement. The Practice Monitor shall have no familial, personal or business relationship with Respondent.

6. Respondent shall meet with the Practice Monitor in-person at least twice per month for a minimum of two hours each session during the probationary period. The Practice Monitor shall review a minimum of five of Respondent's recent patient records each quarter and discuss with Respondent the Monitor's findings, conclusions, and recommendations for improvement. The Practice Monitor shall submit to the Board quarterly written reports of the meetings, to include topics covered, any concerns, any modifications made to Respondent's practice, and any other pertinent information. The Practice Monitor shall provide written reports

1 to the Board within 30 days after the end of each quarter. The first quarter shall begin on the  
2 date of the first session between the Respondent and the Practice Monitor. Before the conclusion  
3 of the probationary period, the Practice Monitor shall complete a final written report to the Board  
4 summarizing their interaction with Respondent, topics discussed, areas of progress, matters of  
5 remaining concern, and overall impressions. The final report shall be submitted to the Board  
6 within 30 days prior to the date of the meeting at which the Board considers Respondent's  
7 written request to terminate probation as set forth in paragraph 10. Respondent shall present this  
8 Consent Agreement to the Board-approved Practice Monitor before the first meeting. The first  
9 meeting between Respondent and the Practice Monitor shall occur within 30 days of the  
10 effective date of this Consent Agreement.

11 7. While under the terms and conditions of the Consent Agreement, Respondent  
12 shall inform the Board staff of her (a) employment status and (b) and the name and address of  
13 her current employer. Respondent shall notify Board staff within (5) days of any changes to her  
14 employment status or employer.

15 8. With respect to the provisions relating to the Practice Monitor, if Respondent's  
16 employment status prohibits her timely compliance with the deadlines imposed by the Consent  
17 Agreement, the deadlines shall be tolled until such time Respondent obtains employment as a  
18 psychologist. Respondent acknowledges and agrees that the tolling of deadlines related to  
19 practice monitoring shall most likely extend the probationary period. Respondent or  
20 Respondent's attorney shall timely and completely communicate with Board staff relating to  
21 Respondent's employment status and her compliance with the Consent Agreement.

22 9. If, during the probationary period, the Practice Monitor is unable or unwilling to  
23 continue to act as Respondent's Practice Monitor, within 10 business days of the Practice  
24 Monitor's termination of the practice monitor relationship, Respondent shall contact the  
25 Executive Director in writing and present another potential Practice Monitor for approval.  
26 Respondent shall notify the Board of her new Practice Monitor within 20 business days of  
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1 receiving approval. Any supervision sessions between Respondent and Dr. McGrady &  
2 Associates that occurred prior to the effective date of this Consent Agreement shall not count  
3 toward those sessions required under this Order.

4 10. **TERMINATION OF PROBATION:** At the end of six (6) months and upon the  
5 Practice Monitor's recommendation, Respondent may petition the Board, in writing, and request  
6 termination from probation. If the Board determines that Respondent has not complied with the  
7 requirements of this Consent Agreement, the Board may either (a) continue the probation, or (b)  
8 institute proceedings for noncompliance with this Consent Agreement, which may result in the  
9 suspension, revocation, or other disciplinary or remedial action.

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

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

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

24 14. **TIME:** Time is of the essence with regard to this Consent Agreement.

25 15. **COSTS:** Respondent shall be responsible for all costs incurred as a result of her  
26 compliance with this Consent Agreement.  
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16. **NON-COMPLIANCE:** If Respondent fails to comply with the terms of this Consent Agreement, the Board may properly institute proceedings for noncompliance, which may result in suspension, revocation, or other disciplinary or remedial actions. Violation of this Consent Agreement is a violation of A.R.S. § 32-2061(16)(aa) ("violating a formal board order, consent agreement, term of probation or stipulated agreement").


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

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

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

DATED this 7 day of June 2022.

ARIZONA BOARD OF  
PSYCHOLOGIST EXAMINERS

By:   
Heidi Herbst Paakkonen  
Executive Director

1 **ORIGINAL** filed electronically  
2 this 7 day of June 2022, with:

3 Arizona State Board of Psychologist Examiners  
4 1740 W. Adams St., Suite 3403  
5 Phoenix, AZ 85007

6 **COPY** mailed by regular and certified mail #9489009000276379774616  
7 this 7 day of June 2022, to:

8 Jeannette Higgins, Psy.D.  
9 Address on Record

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

12 Mandi J. Karvis, Esq.  
13 Wicker Smith  
14 One N. Central Avenue, Suite 885  
15 Phoenix, AZ 85004  
16 mkarvis@wickersmith.com  
17 Attorney for Respondent

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

20 Jeanne M. Galvin  
21 Assistant Attorney General  
22 2005 North Central Ave. SGD/LES  
23 Phoenix, Arizona 85004  
24 Attorney for the State of Arizona

25 By: Jennifer Michaelson  
26  
27  
28