

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

3
4 **In the Matter of:**

5 **JERI GENTRY, Psy.D.,**
6 **Holder of License No. PSY-005288**
7 **For the Practice of Psychology**
8 **In the State of Arizona.**

Case No. 22-07

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND CONSENT
AGREEMENT FOR SURRENDER OF
PSYCHOLOGIST LICENSE AND
DENIAL OF RENEWAL
APPLICATION**

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10 In the interest of a prompt and judicious settlement of the above-captioned matter before
11 the Arizona Board of Psychologist Examiners (“Board”) and consistent with public interest,
12 statutory requirements and responsibilities of the Board and pursuant to A.R.S. § 32-2061 *et seq.*,
13 and A.R.S. § 41-1092.07(F)(5), Jeri Gentry, Psy.D. (“Respondent”), holder of License No. PSY-
14 005288 and the Board enter into this Consent Agreement for Voluntary Surrender of
15 Psychologist License (“Consent Agreement”) as the final disposition of this matter.

16 **JURISDICTION**

17 1. The Board is authorized to regulate the practice of psychology in Arizona
18 pursuant 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-005288 for the practice of
22 psychology in the State of Arizona.

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

25 **RECITALS**

26 Respondent understands and agrees that:

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

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

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

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

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

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

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

17 7. 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
20 as may be appropriate now or in the future relating to this matter or other matters concerning
21 Respondent, including violations of the Arizona Consumer Protection Act. Respondent
22 acknowledges that, other than with respect to the Board, this Consent Agreement makes no
23 representations, implied or otherwise, about the views or intended actions of any other state
24 agency or officer or political subdivision of the state relating to this matter or other matters
25 concerning Respondent.
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1 8. This Consent Agreement shall be subject to the approval by the Board and shall be
2 effective only when approved by the Board and signed by the Board's Executive Director. In the
3 event that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no
4 evidentiary value and shall not be relied upon nor introduced in any action by any party, except
5 the parties agree that should the Board reject this Consent Agreement and this case proceeds to
6 hearing, Respondent shall assert no claim that the Board was prejudiced by its review and
7 discussion of this document or any records relating thereto.

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

12 10. Although Respondent does not agree that all the Findings of Fact set forth in this
13 Consent Agreement are supported by the evidence, Respondent acknowledges that it is the
14 Board's position that, if this matter proceeded to formal hearing, the Board could establish
15 sufficient evidence to support a conclusion that certain of Respondent's conduct constituted
16 unprofessional conduct.

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

23 12. Nothing stated herein shall or can be construed as an admission of any fact or
24 allegation by Respondent.

1 **FINDINGS OF FACT**

2 1. The Board issued Respondent her license to practice psychology in August of 2020.

3 2. Upon information and belief, in January of 2021, Respondent began working for
4 Centurion, a private company that contracts with state and local governments nationwide to
5 provide healthcare services to correctional facilities. Respondent provided services to inmates at
6 the Arizona State Prison Complex—Lewis, which is located in Buckeye, AZ. Respondent was a
7 treating clinician for inmates housed on the maximum security custody yard.

8 3. On September 27, 2021, Respondent’s supervisor at Centurion filed a complaint
9 with the Board stating that Respondent had been terminated on August 31, 2021, as a result of her
10 losing her security clearance with the Arizona Department of Corrections (“ADOC”). According
11 to records contained in the Board’s investigative files, the basis for the revocation of
12 Respondent’s security clearance was her unprofessional fraternization with SD, an inmate at the
13 Lewis Prison Complex. Respondent denied a sexual relationship with SD or any other inmate.

14 4. According to Centurion personnel, Respondent’s employment was contingent upon
15 her maintaining her security clearance through ADOC.

16 5. On August 17, 2021, Respondent reported to her supervisor that SD had asked
17 Respondent to bring him contraband, specifically drugs and alcohol. Subsequently, ADOC
18 initiated an investigation and during the pendency of that investigation, prohibited Respondent
19 from providing psychological services to inmates due to security concerns.

20 6. During ADOC’s investigation, Respondent offered that she had been in possession
21 of photographs of herself that she had taken and printed that were intended for her husband. The
22 photographs were sexual in nature. She further acknowledged that she misplaced the photographs
23 and that they could have ended up with the possessions that she transported to/from her work site.

24 7. Additionally, ADOC’s investigation revealed that some inmates claimed to have
25 Respondent’s sexually suggestive photographs in their possession. When viewing portions of the
26 photographs found in possession of some of the inmates, Respondent acknowledged that the
27 photographs were hers but she denied intentionally bringing the photographs to the prison or
28 providing them to the inmates. Respondent testified that she thought she had misplaced or

1 accidentally thrown away the photographs. She did not, however, notify her employer when she
2 discovered the photographs were missing.

3 8. On August 31, 2021, ADOC concluded its investigation and based upon the findings
4 revoked Respondent's security clearance.

5 9. In her written response to the Board, Respondent suggested that she may have
6 accidently brought the photographs onto the prison complex with her personal belongings. She
7 stated that inmates and detention officers had access to the clinicians' offices and could have
8 accessed and distributed the photographs. However, Centurion supervisors testified before the
9 Board that only the clinicians had access to the clinicians' offices. No inmates or detention
10 officers had such access.

11 10. The Board found the Respondent exercised extremely poor judgment by failing to
12 ensure that the photographs were not brought into the prison complex.

13 11. During the Board's investigation of this matter, staff reviewed Respondent's 2020
14 application for licensure. Respondent filed her application for initial licensure with the Board on
15 January 21, 2020. Respondent disclosed her previous employment with Sharper Future in
16 California where she worked as a Pre-Doctoral Intern and a Post-Doctoral Fellow. However, she
17 answered "no" to the background question that asks about previous employment terminations.

18 12. Question no. 19 of the application asks "Have you ever been involuntarily
19 terminated or have you resigned in lieu of termination from any psychological or behavioral
20 health position or related employment?" Respondent answered "no" to this question. Based upon
21 the Board's investigation, Respondent answered that question falsely and misrepresented the facts
22 surrounding her termination from Sharper Future. Records indicate that she was terminated from
23 Sharper Future on June 13, 2019, six months before she filed her application for licensure.

24 13. According to records provided by Sharper Future, Respondent was terminated on
25 June 13, 2019 for "Overfamiliarity/Boundary Violations." Generally, the facts that lead to
26 Respondent's termination was her relationship with CB, a man who was on parole and also on
27 Respondent's caseload. According to a colleague who Respondent supervised, Respondent invited
28 the colleague for drinks after work on May 30, 2019, and when the colleague arrived, she saw

1 Respondent and CB together at the restaurant.

2 14. Respondent maintains that she was at the restaurant when CB appeared. Respondent
3 acknowledges that she allowed CB to join her for dinner and drinks. At the end of the evening,
4 Respondent and CB left together according to the colleague. Respondent maintains that everyone
5 went their separate ways and that she cannot explain why her colleague would assert that
6 Respondent left with CB.

7 15. The Board also found that Respondent was untruthful on her application for renewal.
8 Respondent filed her application for renewal on February 24, 2022. On that application she also
9 answered “no” to the question of whether she has been terminated or resigned in lieu of
10 termination. The Board found that this was a false and/or misleading statement given that
11 Respondent had been terminated by both Sharper Future and Centurion at the time she filed her
12 application for renewal.

13 16. In addition, during an interview with Board staff, Respondent further made false
14 statements to Board staff when she stated that her responses to questions on the applications
15 regarding previous terminations were truthful.

16 17. During the Board’s July 8, 2022, Board meeting, Respondent admitted that she knew
17 that she was being untruthful when completing the applications by attesting that she had never
18 been terminated from positions.

19 18. The Board also concluded that Respondent was not truthful on her Centurion
20 employment application. Respondent was asked to provide her employment history for the
21 previous ten years and she failed to disclose any work history. She also answered “no” to the
22 question that asked if she have ever been terminated or asked to resign from a position. The Board
23 found that these statements were untruthful and misrepresented the facts.

24 **CONCLUSIONS OF LAW**

25 1. The conduct and circumstances alleged above constitute unprofessional conduct
26 pursuant to A.R.S. § 32-2061(c), making or using statements of a character tending to
27 deceive or mislead;

1 license to practice psychology **SHALL BE DENIED.**

2 3. Respondent understands that this Consent Agreement, or any part thereof, may be
3 considered in any future disciplinary action against her or in any future decision regarding re-
4 licensure.

5 4. The parties agree that this Consent Agreement is a final adjudication of Complaint
6 No. 22-07.

7 5. Respondent understands that this Consent Agreement is a public record and may
8 be publicly disseminated as a formal action of the Board and shall be reported to the National
9 Practitioner Data Bank.

10
11 DATED this **29** day of **July**, 2022.

12
13 Arizona Board of
14 Psychologist Examiners

15 

16 Jeri Gentry, Psy.D.
17 Respondent



18 Heidi Herbst Paakkonen
19 Executive Director

20 **ORIGINAL** filed
21 This **29** day of **July**, 2022 to:

22 Arizona State Board of Psychologist Examiners
23 1740 W. Adams St., Suite 3403
24 Phoenix, Arizona 85007

25 **COPY** of the foregoing mailed by Certified Mail No. **9489009000276379774630**

26 This **29** day of **July**, 2022 to:

27 Jeri Gentry, Psy.D.
28 Address on Record
Respondent

COPY of the foregoing mailed by USPS regular mail

This **29** day of **July**, 2022 to:

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Bretton Barber, Esq.
Barber law Group, PLLC
2 North Central Ave.
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Phoenix, AZ 85004
Bretton@barberlawgroup.com
Attorney for Respondent

COPY of the foregoing via email (jeanne.galvin@azag.gov)
This **29** day of **July**, 2022 to:

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

By: *Jennifer Michaelson*
#10510203