

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

3
4 In the Matter of:

Case Nos. 22-30, 23-44, 24-03

5 **NEAL OLSHAN, PH.D.**

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

6 Holder of License No. PSY-000429
7 For the Practice of Psychology,
8 In the State of Arizona,
9 Respondent.

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), Neal Olshan ("Respondent"), holder of License No. PSY-000429
14 and the Board enter into this Consent Agreement for Voluntary Surrender of Psychologist License
15 ("Consent Agreement") as the final disposition of these matters.

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-000429 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
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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 these cases. 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 4. Respondent irrevocably waives any right to rehearing or review or to any judicial
9 review or any other appeal of these matters.

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 as
20 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 agency
24 or officer or political subdivision of the state relating to these matters or other matters concerning
25 Respondent.

26 8. This Consent Agreement shall be subject to the approval by the Board and shall be
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1 effective only when approved by the Board and signed by the Board's Executive Director. In the
2 event that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no
3 evidentiary value and shall not be relied upon nor introduced in any action by any party, except the
4 parties agree that should the Board reject this Consent Agreement and these cases proceed 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.

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

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

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

22 **FINDINGS OF FACT**

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24 1. Respondent is the holder of license no. PSY-000429 for the practice of psychology
25 in the State of Arizona. That license was issued by the Board in 1975.

26 2. On September 21, 2023, the Board voted to accept this Consent Agreement as a
27 final disposition of these matters.

28 **Case no. 22-30**

1 3. On April 9, 2022, Complainant D.J. ("Father"), through his current wife, M.J.
2 ("Stepmother") filed a complaint against Respondent. Complainant and his former wife J.J.
3 ("Mother") have one minor child, a son, R.J. ("Son").

4 4. Mother and Father were divorced in 2011, and subsequently, the parents were often
5 engaged in custody proceedings. Pursuant to the November 2020, Parenting Plan, the Court
6 ordered that the parents share joint legal decision making of Son, with Mother having final
7 authority relating to medical issues, including counseling.

8 5. In October 2021, Mother initiated therapy services for Son with Respondent. Son
9 was 11 years old at the time. He attended six sessions with Respondent between October 2021 and
10 April 2022. Mother was present for some of the sessions.

11 6. At Mother's request, in February of 2022, Respondent issued a 3 page report
12 entitled "Psychological Evaluation" ("Respondent's Report"). In the report, Respondent opined
13 that in his professional opinion "the current custody situation needs to be modified significantly.
14 It is my professional opinion that [Son] should be living with his mother on at least a three-quarter
15 time basis and possibly full-time with visitation by his father but possible supervised or within a
16 structured environment."

17 7. Respondent's Report was submitted to the Court as part of Mother's request to
18 modify certain terms of custody (i.e. child support, parenting time and legal decision making
19 authority). The Court issued a revised parenting plan subsequent to Mother's request.

20 8. Respondent maintains that he did not conduct a custody evaluation but Respondent's
21 Report contained a recommendation to modify the then current parenting plan. The
22 recommendation was made despite Respondent's failure to conduct a proper assessment. For
23 instance, Respondent did not interview Father as part of Respondent's Report regarding custody
24 modification.

25 9. Conducting custody evaluations was not within Respondent's area of expertise.
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28 When Mother requested Respondent to make a custody recommendation, Respondent failed to refer

1 Mother to a qualified professional who could conduct such an evaluation.

2 10. Respondent maintained that he informed Mother that his Report and professional
3 recommendation relating to the parenting plan modification should not be offered as part of any
4 court or legal proceedings. However, Respondent's Report does not contain a limitation that it was
5 not to be offered in any court or legal proceeding.

6 11. The information contained in Respondent's Report relating to Father appears to have
7 been provided only by Mother and a news article about Father that was provided by Mother. The
8 findings in Respondent's Report lack objectivity.

9 12. Respondent reported that he terminated therapy with Son after Father filed the
10 complaint against Respondent. However, the clinical record did not contain any documentation that
11 demonstrates Respondent made efforts to ensure a proper transition of care to another provider or
12 that he provided referrals to the Father and Mother.

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14 **Case no. 23-44**

15 13. On April 25, 2023, the Board received a complaint against Respondent from client
16 ("S.P.") who participated in therapy services with Respondent from 2021 – 2022. S.P. alleged, in
17 part, that Respondent canceled/did not show for several appointments often citing health reasons;
18 offered to explore obtaining financial investors for a device invented by S.P.; displayed a gun
19 during a session; and sent S.P. accusatory text messages upon receipt of the complaint.

20 14. It is Respondent's position that the clinical record demonstrates that Respondent
21 attempted to direct S.P. back to therapy on multiple occasions and that most of the cancelled or
22 no-show meetings occurred after Respondent stopped treating S.P. and were related to discussing
23 S.P.'s device.

24 15. During the Board's initial review of the matter on August 4, 2023, Respondent
25 admitted to showing S.P.'s device to family members who could possibly be financial investors
26 for S.P.'s invention. Respondent asserts that S.P. seemed to be upset that the investment did not
27 come to fruition. Respondent acknowledged that he should not have pursued investment
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1 of practice.

2 3. The conduct set forth in the above Findings of Fact constitutes unprofessional
3 conduct as defined by A.R.S. §32-2061(16)(v), abandoning or neglecting a client or patient in
4 need of immediate care without making suitable arrangements for continuation of the care.

5 4. The conduct set forth in the above Findings of Fact constitutes unprofessional conduct
6 as defined by A.R.S. § 32-2061(16)(dd), violating an ethical standard adopted by the Board as it
7 pertains to sections 2.04 (Bases for Scientific and Professional Judgments) and 3.05 (Multiple
8 Relationships) of the 2002 American Psychological Association's Ethical Principles of
9 Psychologists and Code of Conduct.

10 **ORDER**

11 Pursuant to A.R.S. §32-2081(S), the Board has determined that the Respondent's conduct
12 in Complaint Nos. 22-30, 23-44, and 24-03 warrants disciplinary action. Based upon the foregoing
13 Findings of Fact and Conclusions of Law, the parties agree to the provisions and penalties imposed
14 as follows:

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16 1. Respondent's license number PSY-000429 for the practice of psychology in the
17 State of Arizona shall be surrendered, effective **Wednesday, December 20, 2023 at 5:00 p.m.**,
18 so to allow Respondent sufficient time to transition his clients and complete outstanding
19 evaluations and corresponding reports. **The effective date of the surrender is non-negotiable.**

20 Between the effective date of the Consent Agreement and the date of the surrender, Respondent shall
21 not accept any new clients. Once the surrender is effectuated, **Respondent shall not practice**
22 **psychology in the State of Arizona or hold himself out as a licensed psychologist in**
23 **the State of Arizona. Respondent shall take all necessary action to delete any references to**
24 **being a psychologist on any business cards, stationary, or other publications, including**
25 **social media and the internet.** The effective date of this Consent Agreement is the date the
26 Consent Agreement is accepted by the Board as evidenced by the signature of the Board's Executive
27 Director.

28 2. On or before Friday October 27, 2023, Respondent shall submit to the Executive

1 Director a draft of the termination/referral notice that Respondent will provide to his clients as
2 well as the notification letter/correspondence that Respondent has sent to the Court(s) notifying
3 the Court of his unavailability for future evaluations.

4 3. Respondent has read and understands this Consent Agreement as set forth herein,
5 and has had the opportunity to discuss this Consent Agreement with an attorney or has waived the
6 opportunity to discuss this Consent Agreement for the purpose of avoiding the expense and
7 uncertainty of an administrative hearing.

8 4. Respondent understands that he has the right to a public administrative hearing
9 concerning each and every allegation set forth in the above-captioned matter, at which
10 administrative hearing he could present evidence and cross-examine witnesses. By entering into
11 this Consent Agreement, Respondent freely and voluntarily relinquishes all rights to such
12 administrative hearing, as well as all rights of rehearing, review, reconsideration, appeal, judicial
13 review or any other administrative and/or judicial action, concerning the matters set forth herein.
14 Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.

15 5. Respondent understands that this Consent Agreement, or any part thereof, may be
16 considered in any future disciplinary action against him or in any future decision regarding re-
17 licensure.

18 6. The parties agree that this Consent Agreement does not constitute a dismissal or
19 resolution of other matters currently pending before the Board, if any, and does not constitute any
20 waiver, expressed or implied, of the Board's statutory authority or jurisdiction regarding any other
21 pending or future investigation, action or proceeding. Respondent also understands that acceptance
22 of the Consent Agreement does not preclude any other agency, subdivision or officer of this state
23 from instituting other civil or criminal proceedings with respect to the conduct that is subject of
24 this Consent Agreement. The parties agree that this Consent Agreement is a final adjudication of
25 Complaint Nos. 22-30, 23-44, and 24-03.

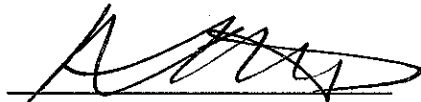
26 7. Respondent understands that the foregoing Consent Agreement shall not become
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1 effective unless and until adopted by the Board and executed on behalf of the Board. Any
2 modification to this original document is ineffective and void unless mutually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

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

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8 DATED this 21 day of September, 2023.

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10 Arizona Board of
11 Psychologist Examiners

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13 Neal Olshan, Ph.D.
14 Respondent

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13 Heidi Herbst Paakkonen
14 Executive Director

15 **ORIGINAL** filed electronically
16 This 21 day of September, 2023 with:

17 Arizona State Board of Psychologist Examiners
18 1740 W. Adams St., Suite 3403
19 Phoenix, Arizona 85007

20 **COPY** of the foregoing mailed by regular USPS mail and electronic mail
21 And electronic mail this 21 day of September, 2023 to:

22 Neal Olshan, Ph.D.
23 Address on Record / Email Address on Record
24 Respondent

25 **COPY** of the foregoing mailed by regular USPS and electronic mail
26 this 21 day of September, 2023 to:

27 Andrew Breavington, Esq.
28 Mitchell Stein Carey Chapman
Attorneys at Law
2600 North Central Avenue, Suite 1000
Phoenix, AZ 85004

1 andrew@mscclaw.com
2 Attorney for Respondent

3 **COPY** of the foregoing via email (jeanne.galvin@azag.gov)
4 this 21 day of September, 2023 to:

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

11 By: Jennifer Michaelson
12 #11530663

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