

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

3 In the Matter of:

4 **JARED DINEHART, Ph.D.**

5 Holder of License No. PSY-003930
6 for the Practice of Psychology
7 in the State of Arizona

) **Case No. 24-04**

) **CONSENT AGREEMENT AND**
) **ORDER FOR CONTINUING**
) **EDUCATION (DISCIPLINARY)**
)

8 On December 8, 2023, the Arizona Board of Psychologist Examiners ("Board") met
9 virtually in open session to discuss the above-referenced case. Jared Dinehart, Ph.D.,
10 ("Respondent") appeared virtually with his attorney, Sara Stark, Esq. After discussion,
11 consideration, and deliberation, the Board voted to refer the matter to an Informal Interview at a
12 future date and alternatively, requested the Board's legal counsel and Respondent's counsel to
13 enter into settlement negotiations. Respondent agrees to enter into this Consent Agreement in
14 lieu of further administrative proceedings.

15 **JURISDICTION**

16
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 and behavior analysts in the State of Arizona.

21 2. Respondent is the holder of license number PSY-003930 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 at 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 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 he
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 24-04 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
28 proceedings. The issues contained herein are resolved by settlement and not actually litigated.

1 Any allegations and findings herein may not be used for *res judicata* or collateral estoppel effect
2 in any subsequent civil proceedings for any claims of professional liability or negligence by or
3 on behalf of Complainant(s).

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

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

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

21 11. Respondent acknowledges and agrees that, upon signing this Consent Agreement
22 and returning this document to the Board's Executive Director, he may not revoke acceptance of
23 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
27 only when accepted by the Board and signed by the Executive Director. In the event that the
28 Board does not approve this Consent Agreement, it is withdrawn and shall be of no evidentiary


1 value and shall not be relied upon nor introduced in any action by any party, except that the
2 parties agree that should the Board reject this Consent Agreement and this case proceeds to
3 hearing, Respondent shall assert no claim that the Board was prejudiced by its review and
4 discussion of this document or any records relating thereto.

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

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

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

15 ACCEPTED AND AGREED BY RESPONDENT:
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19 Jared Dinehart, Ph.D.
20 Respondent
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1/10/24
Date

FINDINGS OF FACT

1. The Board issued Respondent a psychologist license in November 2007.
2. At all relevant times, Respondent, together with his wife ("Wife"), own Ironwood Counseling and Psychological Service ("Ironwood") in Gilbert, Arizona.
3. On August 1, 2023, complainant BY filed a complaint against Respondent, alleging, *inter alia*, multiple relationships, failure to provide records and violations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). At the time BY was receiving services at Ironwood, she was married to Respondent's son ("Son") and they resided in Utah. BY and son currently are in engaged in divorce proceedings and have one child, who was born in 2022.
4. In September of 2022 while visiting in Arizona, BY was experiencing mental health issues related to post-partum. Respondent referred her to a therapist in his Ironwood office. BY's final session with the therapist in was January of 2023. BY asserts that because her Therapist was part of Respondent's practice, she felt she could not be completely honest during the therapy sessions.
5. When BY completed the initial intake documentation, Wife encouraged BY to grant permission for Respondent and Wife to view her medical records so that they could help her.
6. On July 12, 2023, BY filed a "Medical Records Revocation" (*sp*) with Ironwood immediately revoking all previous medical releases that were on file with the practice and indicating that the only persons/entities authorized to receive the records were BY and her Primary Care Physician.
7. As of the date of the Board proceeding, Respondent has refused BY's requests to be provided her records or to have her records sent to her PCP. Respondent maintains that BY did not submit corrected Releases of Information that would authorize the release of the records (BY submitted an ROI using her maiden name and not her married name, the name she was using during therapy).
8. The Board rejected Respondent's argument that neither he nor his practice have any control over BY's medical records.

9. In September of 2023, Respondent completed and filed a “Declaration of Jared M. Dinehart, Ph.D.” in BY’s and Son’s dissolution proceeding in the State of Utah judicial system. In that declaration, Respondent discusses BY’s history of mental health issues, his referral of her to a therapist in his practice, his discussion with the therapist relating to the appropriateness of services to BY, what BY reported that occurred in therapy, interaction with BY and her family during attempts to obtain BY’s records from Ironwood, and BY’s complaint of him to the Board.

CONCLUSIONS OF LAW

The conduct and circumstances described in Complaint No. 24-04, if supported by the evidence, would constitute unprofessional conduct pursuant to:

1. A.R.S. §32-2061(16)(cc), failing to make available to a client or patient or to the client's or patient's designated representative, on written request, a copy of the client's or patient's record.

2. A.R.S. § 32-2061(16)(dd), violating an ethical standard adopted by the board as it pertains to sections 3.05 (Multiple Relationships) and 3.06 (Conflicts of Interest) 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. 24-04 warrants disciplinary action. Based on the foregoing Findings of Fact and Conclusions of Law, IT IS ORDERED THAT:

2. **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 nine (9) hours of continuing education in the areas of HIPAA compliance and multiple-relationships/ethical boundaries. The Board accepts and acknowledges the 9.0 hours of continuing education already completed in the area of HIPAA compliance and multiple-relationships/ethical boundaries. The 9.0 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.

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

5 4. **CONSIDERATION IN FUTURE ACTIONS:** Respondent understands that this
6 Consent Agreement, or any part thereof, may be considered in any future disciplinary action
7 against her.

8 5. **FINAL RESOLUTION:** This Consent Agreement constitutes a final resolution
9 of these disciplinary matters but does not constitute a dismissal or resolution of other matters
10 currently pending before the Board, if any, and does not constitute any waiver, expressed or
11 implied, of the Board's statutory authority or jurisdiction over any other pending or future
12 investigations, actions, or proceedings. Further, this Consent Agreement does not preclude any
13 other agency, subdivision, or officer of this State from instituting other civil or criminal
14 proceedings concerning the conduct that is the subject of this Consent Agreement.
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16 6. **TIME:** Time is of the essence with regard to this Consent Agreement.

17 7. **COSTS:** Respondent shall be responsible for all costs incurred as a result of his
18 compliance with this Consent Agreement.

19 8. **NON-COMPLIANCE:** If Respondent fails to comply with the terms of this
20 Consent Agreement, the Board may properly institute proceedings for noncompliance, which
21 may result in suspension, revocation, or other disciplinary or remedial actions. Violation of this
22 Consent Agreement is a violation of A.R.S. § 32-2061(16)(aa) ("violating a formal board order,
23 consent agreement, term of probation or stipulated agreement").


24 9. **NON-RENEWAL OR LATE RENEWAL:** If Respondent fails to renew his
25 license while under the terms of this Consent Agreement and subsequently applies for late
26 renewal of license or a new license, the remaining terms of this Consent Agreement shall be
27 imposed if the late renewal or reapplication for license is granted.
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1 10. **TOLLING:** If Respondent for any reason stops practicing psychology in
2 Arizona for more than 30 consecutive days or leaves Arizona to reside or practice psychology
3 outside of Arizona, the periods of temporary or permanent residency or practice outside Arizona
4 or the non-practice within Arizona do not reduce the duration of the terms under this Order.
5 Respondent shall notify the Board in writing within five (5) business days of the dates of
6 departure or the dates of non-practice in Arizona.

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

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11 DATED this 12 day of February, 2024.

12
13 ARIZONA BOARD OF
14 PSYCHOLOGIST EXAMINERS

15
16 By: 
17 Heidi Herbst Paakkonen
18 Executive Director

19 **ORIGINAL** filed electronically
20 this 12 day of February, 2024, with:

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

23 **COPY** sent by electronic mail
24 this 12 day of February, 2024, to:

25 Jared Dinehart, Ph.D.
26 Email Address on Record
Respondent

27 **COPY** sent by electronic mail
28 this 12 day of February, 2024, to:

1 Sara Stark
2 CHELLE LAW, PLC
3 5425 E. Bell Road, Ste. 107
4 Scottsdale, AZ 85254
5 Sara.Stark@Chellelaw.com
6 Attorney For Respondent

7 **COPY** of the foregoing via email (jeanne.galvin@azag.gov)
8 this 12 day of February, 2024, to:

9 Jeanne M. Galvin
10 Assistant Attorney General
11 2005 North Central Ave. SGD/LES
12 Phoenix, Arizona 85004
13 Attorney for the State of Arizona

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By: Jennifer Michaelson