

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

3 In the Matter of:

Case No. 24-22

4 **CATHERIN TARR, PSY.D.**

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

5 Holder of License No. PSY-004054
6 For the Practice of Psychology,
7 In the State of Arizona,

8 Respondent.

9 In the interest of a prompt and judicious settlement of the above-captioned matter
10 before the Arizona Board of Psychologist Examiners (“Board”) and consistent with public
11 interest, statutory requirements and responsibilities of the Board and pursuant to A.R.S. §
12 32-2061 *et seq.*, and A.R.S. § 41-1092.07(F)(5), Catherin Tarr, Psy.D. (“Respondent”),
13 holder of License No. PSY-004054 and the Board enter into this Consent Agreement for
14 Voluntary Surrender of Psychologist License (“Consent Agreement”) as the final
15 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
19 Arizona Administrative Code (“A.A.C.” or “rules”) at R4-26-101, *et seq.*, to regulate and
20 control the licensing of psychologists in the State of Arizona.

21 2. Respondent is the holder of license number PSY-004054 for the practice of
22 psychology in the State of Arizona.

23 3. The Board has personal and subject matter jurisdiction over Respondent
24

1 pursuant to A.R.S. § 32-2061, *et seq.*, and the rules of A.A.C. R4-26-101, *et seq.*

2 **RECITALS**

3 Respondent understands and agrees that:

4 1. The Board and Respondent enter into this Consent Agreement to promptly
5 and judiciously resolve this matter, consistent with the public interest and the statutory
6 requirements of the Board.

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

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

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

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

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

21 7. Furthermore, and notwithstanding any language in this Consent Agreement,
22 this Consent Agreement does not preclude in any way any other state agency or officer or
23
24

1 political subdivision of this state from instituting proceedings, investigating claims, or
2 taking legal action as may be appropriate now or in the future relating to this matter or other
3 matters concerning Respondent, including violations of the Arizona Consumer Protection
4 Act. Respondent acknowledges that, other than with respect to the Board, this Consent
5 Agreement makes no representations, implied or otherwise, about the views or intended
6 actions of any other state agency or officer or political subdivision of the state relating to
7 this matter or other matters concerning Respondent.

8
9 8. This Consent Agreement shall be subject to the approval by the Board and
10 shall be effective only when approved by the Board and signed by the Board's Executive
11 Director. In the event that the Board does not approve this Consent Agreement, it is
12 withdrawn and shall be of no evidentiary value and shall not be relied upon nor introduced
13 in any action by any party, except the parties agree that should the Board reject this Consent
14 Agreement and this case proceeds to hearing, Respondent shall assert no claim that the
15 Board was prejudiced by its review and discussion of this document or any records relating
16 thereto.

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

21
22 10. It is the Respondent's position that the evidence does not support all the
23 Findings of Fact set forth in this Consent Agreement but she acknowledges that upon the
24 conclusion of the Board's investigation into this matter, the Board could establish

1 sufficient evidence to support a conclusion that certain of Respondent's conduct
2 constituted unprofessional conduct.

3 11. Respondent voluntarily enters into this Consent Agreement for the purpose
4 of avoiding the expense, uncertainty, and prolonged time involved in further
5 administrative proceedings. The issues contained herein are resolved by settlement and
6 not actually litigated. Any allegations and findings herein may not be used for *res*
7 *judicata* or collateral estoppel effect in any subsequent civil proceedings for any claims of
8 professional liability or negligence by or on behalf of any complainant(s).
9

10 **FINDINGS OF FACT**

11 1. Respondent was issued her psychologist license by the Board in 2009.
12 Respondent also maintains a psychologist license in California, issued in 2018.

13 2. On or around December 13, 2023, the Board received a complaint against
14 Respondent, filed by another licensed psychologist. The information received may
15 demonstrate that Respondent has a health condition that, if true, could place patients and
16 the public at risk. The specifics of the allegations and assertions are contained in the
17 Board's files.

18 3. On January 24, 2024, the Board's Complaint Screening Committee ("CSC")
19 reviewed this complaint. The CSC noted that Respondent did not supply discernable
20 answers to many of the questions. Furthermore, at times, she supplied information that was
21 either beyond the intended scope of the question or not relevant. After deliberation, the
22 CSC unanimously voted to forward the complaint to the Board for further review with a
23 recommendation that Respondent be required to undergo a psychological evaluation with
24

1 a fitness for duty evaluation and with a substance use components.

2 4. At its public meeting on February 9, 2024, the Board reviewed this matter;
3 Respondent appeared virtually and on her own behalf. Respondent's request for a
4 continuance was denied. Respondent described in detail various personal challenges that
5 she is currently experiencing. After deliberation, the Board unanimously voted to accept
6 the CSC's recommendation and to offer Respondent the opportunity to enter into an Interim
7 Consent Agreement and Order for Psychological Evaluation With Fitness for Duty and
8 Substance Use Components and Practice Restriction (license suspension).

9 5. Respondent elected not to renew her license by the February 29, 2024 license
10 expiration date and to voluntarily surrender her psychologist license in lieu of entering into
11 the Interim Consent Agreement and further administrative proceedings.
12

13 **CONCLUSIONS OF LAW**

14 1. The conduct set forth in the above Findings of Fact constitutes unprofessional
15 conduct as defined by A.R.S. § 32-2061(16)(dd), for possibly violating an ethical standard
16 adopted by the Board as it pertains to section 2.06 (Personal Problems and Conflicts) of
17 the American Psychological Association Ethical Principles of Psychologists and Code of
18 Conduct.

19 **ORDER**

20 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties
21 agree to the provisions and penalties imposed as follows:
22

23 1. Upon the effective date of this Consent Agreement, Respondent's license
24 number PSY-004054 for the practice of psychology in the State of Arizona shall be

1 surrendered. Once the surrender is effectuated, **Respondent shall not practice psychology**
2 **in the State of Arizona or hold herself out as a licensed psychologist in the State of**
3 **Arizona. Respondent shall take all necessary action to remove all references in any**
4 **business cards, stationary, other publications and internet references to her being a**
5 **psychologist in the State of Arizona.** The effective date of this Consent Agreement is the
6 date the Consent Agreement is accepted by the Board as evidenced by the signature of the
7 Board's Executive Director or her designee.

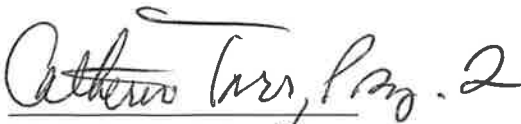
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9 2. Respondent understands that this Consent Agreement, or any part thereof,
10 may be considered in any future disciplinary action against her or in any future decision
11 regarding re-licensure.

12 3. The parties agree that this Consent Agreement is a final adjudication of this
13 matter.

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

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18 DATED THIS 5th day of March, 2024.

19 ARIZONA BOARD OF
20 PSYCHOLOGIST EXAMINERS

21 

22 Catherin Tarr, Psy.D.
Respondent

21 

22 Heidi Herbst Paakkonen
Executive Director

23 **ORIGINAL** filed electronically
24 this 11 day of March, 2024 with:

1 Arizona State Board of Psychologist Examiners
1740 W. Adams St., Suite 3403
2 Phoenix, Arizona 85007

3 **COPY** of the foregoing sent by email
this 11 day of March, 2024 to:

4
5 Catherin Tarr, Psy.D.
6 Email Address on Record
7 Respondent

8 **COPY** of the foregoing sent by email (jeanne.galvin@azag.gov)
9 this 11 day of March, 2024 to:

10
11 Jeanne M. Galvin
12 Assistant Attorney General
13 2005 North Central Ave. SGD/LES
14 Phoenix, Arizona 85004
15 Jeanne.galvin@azag.gov
16 Attorney for the State of Arizona

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By: Jennifer Michaelson