

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

3 IN THE MATTER OF:

Case No: 25-14

4 **NICOLE MIRKIN, PSY.D.**

**INTERIM CONSENT AGREEMENT
AND ORDER FOR VOLUNTARY
SUSPENSION OF LICENSE**

5 Holder of License No. PSY-005081
6 for the Practice of Psychology
7 in the State of Arizona,

8 Respondent.

9
10 In the interest of a prompt and judicious settlement of this case, consistent with the public
11 interest, statutory requirements and the responsibilities of the Arizona State Board of Psychologist
12 Examiners (“Board”) under A.R.S. § 32-2061, *et seq.*, Nicole Mirkin (“Respondent”), holder of
13 license no. PSY-005081, as a Psychologist in the State of Arizona, and the Board enter into this
14 this Interim Consent Agreement and Order for Voluntary Suspension of License (“Interim
15 Consent Agreement”) as an interim resolution of this matter until such time a final order is
16 entered by the Board.

17 **JURISDICTION**

18 1. The Board is the state agency authorized pursuant to A.R.S. § 32-2061 *et seq.*, and
19 the rules promulgated thereunder in the Arizona Administrative Code (“A.A.C.” or “rules”) at
20 R4-26-101 *et seq.*, to regulate and control the licensing of psychologists in the State of Arizona.

21 2. Respondent holds psychologist license no. PSY-005081 in the State of Arizona.

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

24 **INTERIM CONSENT AGREEMENT**

25 Respondent understands and agrees that:

26 1. The Board has jurisdiction over Respondent and the subject matter pursuant to A.R.S. §
32-2061 *et seq.*

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

3 3. Respondent has a right to a public hearing concerning this case. She further
4 acknowledges that at such formal hearing she could present evidence and cross-examine
5 witnesses. Respondent irrevocably waives her right to such a hearing as it relates to matters
6 concerning the Interim Consent Agreement.

7 4. Respondent further does not relinquish Respondent's rights to an administrative
8 hearing, rehearing, review, reconsideration, judicial review or any other administrative and/or
9 judicial action, concerning the matters related to a final disposition of this matter, unless
10 Respondent affirmatively does so as part of the final resolution of this matter.

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

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

21 7. The following Interim Findings of Fact are no more and no less than allegations which
22 have not been proven. By signing this Interim Consent Agreement, Respondent has not admitted
23 to the allegations but does acknowledge that if this matter were to proceed to a formal hearing the
24 Board would offer evidence to the trier of fact in support of the allegations.

1 ACCEPTED AND AGREED BY RESPONDENT

2
3 Nicole Mirkin, Psy.D.
4 Nicole Mirkin, Psy.D.

__01/08/2025__
__ Date

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Psychologist/Respondent

INTERIM FINDINGS OF FACT

1. Respondent was issued her psychologist license by the Board in 2019. Respondent also maintains a psychologist license in California, issued in 2022.

2. On May 13, 2024, Respondent notified the Board in writing, within the timeframe required by A.R.S. § 32-3208, that she was arrested for an Extreme DUI on May 3, 2024. The following charges were filed on May 7, 2024 in Scottsdale City Court:

- DUI to the slightest degree
- DUI with a BAC above .08%
- Extreme DUI with a BAC .15% - .19%
- Extreme DUI with a BAC above .20%
- Failure to control speed to avoid collision

3. The police report obtained in this matter indicates the following:

a. Police officers responded to a 911 call regarding a collision involving Respondent's vehicle and another vehicle; Respondent was determined to be at fault for the collision.

b. The report prepared by the responding police officer states "I asked [Respondent] when the last time she had alcohol was and she responded, 'Like, twenty-one days ago.' She said she had started [a certain medication] recently and was told not to have alcohol for two to four weeks. She had clearly not followed her doctor's advice. I asked about physical disabilities, and she said recently she had had a [surgery]. She said she walked around town normally but not in her high heels which she took off."

c. Respondent refused to submit to a Preliminary Breath Test (PBT); she was

1 subsequently placed under arrest and transported to the police station.

2 d. Respondent refused to submit to a blood draw at the station. A search warrant
3 was subsequently obtained to collect a sample; it has not yet been tested.

4 e. Respondent was then required to submit to a breathalyzer test, which
5 measured her blood alcohol content (BAC) at .21%.

6 f. The police report further stated “Nicole volunteered on her own that she
7 admitted she lied to me (regarding her alcohol consumption). She said she had
8 been going to an AA meeting tonight and then had turned around to go home.
9 She said the DUI was deserved.”

10 4. At its public meeting on September 6, 2024, the Board reviewed Respondent’s
11 self-report of the pending DUI charges. Respondent was present with her attorney and answered
12 questions posed by the Board regarding the pending criminal charges and a prior DUI from 2008
13 (previously disclosed on her licensure application). The Board discussed that there appeared to
14 be many inconsistencies in Respondent’s statements regarding the incident and some of her
15 representations to the Board conflict with information contained in the police report. The Board
16 expressed concern that there may be a pattern of impaired judgment and possible substance use
17 issues. After deliberation, the Board unanimously voted to issue an Interim Order requiring
18 Respondent to undergo a fitness for duty evaluation with a substance use component.

19 5. On November 14, 2024, Respondent entered into a Plea Agreement in which she
20 pleaded guilty to one count of A.R.S. §28-1381(A)(1), which is DUI to the slightest degree, a
21 class one misdemeanor; all other charges were dismissed. The Plea Agreement indicates the
22 parties further stipulate to the incorporation by reference of the police report for use in
23 determining a factual basis for a BAC at .217%.

24 6. At its public meeting on December 13, 2024, the Board reviewed the results of the
25 evaluation, which Respondent completed within the timeframe required by the Interim Order.
26 Respondent was present with her attorney and answered questions posed by the Board regarding

1 the evaluation and the criminal case.

2 7. Prior to the final adjudication of case no. 25-14 (the May, 2023 Extreme DUI
3 charge), Respondent, through her attorney, notified the Board that she was cited on December
4 16, 2024, by the Avondale Police Department, for the following: (a) Speed Greater than
5 Reasonable and Prudent; (b) DUI Liquor/Drugs/Vapors 1st; (c) DUI Extreme BAC .20 Or More
6 1st; (d) DUI Liquor BAC .08 Or More 1st; and (e) Dui Extreme BAC .15-.19 1st. Charges (b) –
7 (e) are criminal citations. The citation also noted that Respondent was involved in a collision at
8 the time. These charges are currently pending.

9 8. Since these charges were filed, Respondent has taken certain steps to address her
10 sobriety, the specifics of which are contained in the Board’s files.

11 9. The Board’s investigation into these matters continues.

12 **INTERIM CONCLUSIONS OF LAW**

13 The Board has personal and subject matter jurisdiction in this case under A.R.S. § 32-
14 2061 *et seq.*, and is authorized to rehabilitate or discipline licensees who engage in
15 unprofessional conduct (A.R.S. §§32-2063-2081) and to require a licensee to undergo any
16 combination of mental, physical or psychological competence examinations at the licensee’s
17 expense and shall conduct investigations necessary to determine the competence and conduct of
18 the licensee pursuant to A.R.S. §32-2081(G).

19 Pursuant to A.R.S. § 32-2081(K)(5) the Board has the authority to “[e]nter into an
20 agreement with the licensee to restrict or limit the licensee’s practice or activities in order to
21 rehabilitate the psychologist, protect the public and ensure the psychologist’s ability to safely
22 engage in the practice of psychology.”

23 **INTERIM ORDER**

24 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree to
25 the following Order:

26 1. During the pendency of this Interim Consent Agreement, Respondent’s License to

1 practice psychology, license no. 005081, **IS SUSPENDED**. Because this is an Interim Consent
2 Agreement and not a final decision by the Board regarding the pending investigation, it is subject
3 to further consideration by the Board. Once the investigation is complete, it will be promptly
4 provided to the Board for its review and appropriate action.

5 2. During the period of suspension, Respondent shall not practice psychology as defined
6 in A.R.S. §32-2061(9) or hold herself out as a practicing psychologist or in any way convey to
7 the public that she holds an active license to practice psychology in the State of Arizona.

8 3. The suspension of Respondent's license shall continue until such time the Board enters
9 a final order with respect to this matter after a formal hearing or acceptance of a Consent
10 Agreement and Order as a final resolution of the matter. Whether to lift the suspension is within
11 the sole discretion of the Board and only after it determines that Respondent is safe to practice
12 psychology, with or without restrictions/limitations. **It is the intention of the parties that this
13 matter shall be reviewed by the Board at its March 7, 2025, monthly meeting.¹ The
14 articulation of this intention in no way binds the Board to hold a March 2025, meeting or to
15 issue a final decision in this matter in March of 2025. If the Board is unable to hold a
16 regular meeting on March 7, 2025, this matter shall appear on the next agenda.**

17 4. Prior to the lifting of the suspension, the Board shall receive professional written
18 opinions from Respondent's recent treatment providers, including any inpatient treatment
19 providers, relating to her ability to safely practice psychology, with or without
20 restrictions/limitations. **It is possible that prior to lifting the suspension, the Board may
21 require Respondent to undergo a fitness for duty evaluation (with a substance use
22 component) to aid in the determination of whether Respondent is safe to return to the
23 practice of psychology.**

24 8. COSTS: All costs associated with the compliance with this Interim Consent

25 ¹ The Board's March meeting is currently scheduled for March 7, 2025. The Board sets the dates of its monthly
26 meetings months in advance and while it has every intention of holding the meeting on the date scheduled, at times,
a meeting may have to be canceled due to a lack of quorum. The Board is prohibited by law from holding a meeting
unless a quorum of its members is present.

1 Agreement is the sole responsibility of Respondent, pursuant to A.R.S. §32-2081(G).

2 9. RELEASES: Respondent shall sign, authorize and complete any and all releases
3 necessary as requested by the Board's staff to help ensure complete and thorough transparency
4 into Respondent's treatment and recovery.

5 11. FAILURE TO COMPLY: Failure to timely comply with this Interim Consent
6 Agreement constitutes unprofessional conduct and may result in disciplinary action against
7 Respondent by the Board.

8 12. Respondent's license to practice psychology shall not be fully restored unless and
9 until the Board determines in its sole discretion that Respondent may safely engage in the
10 practice of psychology. Respondent understands that should the Board lift the suspension of her
11 license, the Board may order that she return to practice on a limited basis and/or under certain
12 terms and conditions.

13 13. Respondent may request, in writing, release and/or modification of this Interim
14 Consent Agreement. Respondent's request must be accompanied by information demonstrating
15 that Respondent is safe to practice psychology. All reasonable efforts shall be made to place
16 Respondent's request for release on the next regular Board agenda provided that the agenda can
17 accommodate the request and provided a **complete submission** is received by Board staff no less
18 than twenty-one (21) days prior to the Board meeting. Whether the submission is complete is
19 within the discretion of the Board staff. The Board has the discretion to determine whether it is
20 appropriate to modify or release Respondent from this Interim Consent Agreement, and may
21 require any combination of examinations, continuing education, and/or evaluations in order to
22 determine whether Respondent is safe to resume the practice of psychology.

23 14. Respondent's license to practice psychology expires on December 31, 2025.
24 Pursuant to the terms of this Interim Consent Agreement, Respondent's license remains
25 indefinitely suspended unless and until otherwise ordered by this Board. In the unlikely event
26 there is no final order entered in this matter at the time Respondent's license expires and

1 Respondent fails to timely submit an application for renewal, her license remains suspended
2 pursuant to the terms of this Interim Consent Agreement. If Respondent seeks timely renewal of
3 her license and the Board grants her application for renewal, the license shall automatically be
4 placed on indefinite suspension or other restrictions until such time the Board orders otherwise.
5 The Board reserves the right to take other administrative action against Respondent's application
6 for renewal, including denial of the same, in the event circumstances arise that justify such
7 denial.

8 15. Respondent has read and understands this Interim Consent Agreement as set forth
9 herein, and has had the opportunity to discuss this Interim Consent Agreement with an attorney.

10 16. Respondent understands that this Interim Consent Agreement or any part thereof,
11 may be considered in any future disciplinary action against her.

12 17. Time is of the essence with regard to this Interim Consent Agreement.

13 18. If Respondent fails to comply with the terms of this Interim Consent Agreement,
14 the Board shall properly institute proceedings for noncompliance with this Interim Consent
15 Agreement, which may result in suspension, revocation, or other disciplinary and/or remedial
16 actions. Respondent agrees that any violation of this Interim Consent Agreement is a violation
17 of A.R.S. § 32-2061(16)(aa), which is violating a formal board order or consent agreement.

18 19. Respondent understands that this Interim Consent Agreement does not constitute a
19 final resolution of this or other matters currently pending before the Board, if any, and does not
20 constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction
21 regarding any other pending or future investigation, action or proceeding. Respondent also
22 understands that acceptance of this Interim Consent Agreement does not preclude any other
23 agency, subdivision or officer of this state from instituting other civil or criminal proceedings
24 with respect to the conduct that is the subject of this Interim Consent Agreement.

25 20. Respondent understands that the foregoing Interim Consent Agreement becomes
26 effective upon signature of the Executive Director on behalf of the Board. Any modification to

1 this original document is ineffective and void unless mutually approved by the parties in
2 writing.

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

6 DATED THIS 10 day of January, 2025.

7 ARIZONA BOARD OF
8 PSYCHOLOGIST EXAMINERS

9 

10 Heidi Herbst Paakkonen
11 Executive Director

12 **ORIGINAL** filed electronically
13 this 10 day of January, 2025 with:

14 Arizona State Board of Psychologist Examiners
15 1740 W. Adams St., Suite 2430
16 Phoenix, Arizona 85007

17 **COPY** of the foregoing sent by electronic mail
18 this 10 day of January, 2025 to:

19 Nicole Mirkin Psy.D.
20 Email Address on Record
21 Respondent

22 **COPY** of the foregoing sent by electronic mail
23 this 10 day of January, 2025, to:

24 Andrew Turk, Esq.
25 Rose Law Group PC
26 7144 E Stetson Drive, Suite 300
Scottsdale, AZ 85251
aturk@roselawgroup.com
Attorney for Respondent

COPY of the foregoing sent by electronic mail (jeanne.galvin@azag.gov)
this 10 day of January, 2025 to:

Jeanne M. Galvin
Assistant Attorney General
2005 North Central Ave. SGD/LES

1 Phoenix, Arizona 85004
2 Jeanne.galvin@azag.gov
3 Attorney for the State of Arizona

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By: Jennifer Michaelson