

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

3
4 In the Matter of:

Case No. 21-15

5 Janice Blair, Ph.D.,

6 Holder of License No. PSY-003430
7 For the Practice of Psychology
8 In the State of Arizona.

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

9
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), Janice Blair, Ph.D. ("Respondent"), holder of License No. PSY-
14 003430 and the Board enter into this Consent Agreement for Voluntary Surrender of Psychologist
15 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 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-003430 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 of
2 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 witnesses.
7 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 to 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 dismissal
14 or resolution of any other matters currently pending before the Board, if any, and does not constitute
15 any waiver, express or implied, of the Board's statutory authority or jurisdiction regarding any other
16 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 Consumer Fraud Act. Respondent acknowledges that, other
22 than with respect to the Board, this Consent Agreement makes no representations, implied or
23 otherwise, about the views or intended actions of any other state agency or officer or political
24 subdivision of the state relating to this matter or other matters concerning Respondent.

25 8. This Consent Agreement shall be subject to the approval by the Board and shall be
26 effective only when approved by the Board and signed by the Board's Executive Director. In the
27
28

1 event that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no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

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

9 10. Respondent voluntarily enters into this Consent Agreement for the purpose of
10 avoiding the expense, uncertainty, and prolonged time involved in further administrative
11 proceedings. The issues contained herein are resolved by settlement and not actually litigated.
12 Any allegations and findings herein may not be used *for res judicata* or collateral estoppel effect
13 in any subsequent civil proceedings for any claims of professional liability or negligence by or on
14 behalf of Complainant(s).
15

16 **FINDINGS OF FACT**

17 1. Respondent was first licensed in Arizona on February 14, 2001. She has maintained a
18 private practice in Scottsdale, Arizona.

19 2. On or about March 13, 2021, the Board received Complaint No. 21-15 from a licensed
20 clinical social worker in Arizona, alleging that his current adult male client ("Client") disclosed on
21 February 27, 2021 during a crisis phone call and a subsequent therapy session that he had an
22 inappropriate relationship with Respondent, his former psychologist. Client reported that
23 Respondent came to Client's home in 2004 after the death of his father to console him, at which
24 time an intimate relationship began and that Respondent later admitted her actions were wrong and
25 ended the relationship.
26

27 3. Respondent acknowledges that the conduct as alleged by Client occurred. Respondent
28 represents that the incident was a one-time occurrence that occurred approximately one year after

1 the professional relationship ended.

2 4. After receiving the complaint, Respondent contacted the Board and indicated her
3 desire to voluntarily surrender her license in lieu of additional administrative proceedings.

4 **CONCLUSIONS OF LAW**

5 The conduct and circumstances alleged above constitute unprofessional conduct pursuant
6 to A.R.S. § 32-2061(16)(f), Sexual intimacies or sexual intercourse with a current client or patient
7 or a supervisee or with a former client or patient within two years after the cessation or termination
8 of treatment.

9 **ORDER**

10 Pursuant to A.R.S. §32-2081(S), the Board has determined that the Respondent's conduct
11 in Complaint No. 21-15 warrants disciplinary action. Based upon the foregoing Findings of Fact
12 and Conclusions of Law, the parties agree to the provisions and penalties imposed as follows:


13 1. Upon the effective date of this Consent Agreement, Respondent's license number
14 PSY-003430 for the practice of psychology in the State of Arizona **shall be surrendered, effective**
15 **Friday, May 21, 2021, so to allow Respondent sufficient time to transition her clients. Once**
16 **the surrender is effectuated, Respondent shall not practice psychology in the State of Arizona**
17 **or hold herself out as a licensed psychologist in the State of Arizona.** The effective date of this
18 Consent Agreement is the date the Consent Agreement is accepted by the Board as evidenced by
19 the signature of the Board's Executive Director.

20 2. Respondent has read and understands this Consent Agreement as set forth herein,
21 and has had the opportunity to discuss this Consent Agreement with an attorney or has waived the
22 opportunity to discuss this Consent Agreement with an attorney for the purpose of avoiding the
23 expense and uncertainty of an administrative hearing.


24 3. Respondent understands that this Consent Agreement, or any part thereof, may be
25 considered in any future disciplinary action against her or in any future decision regarding re-
26 licensure.
27
28

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

5
6 DATED this 7 day of May, 2021.

7
8 
9 _____
10 Janice Blair, Ph.D.
11 Respondent

Arizona Board of
Psychologist Examiners



Heidi Herbst Paakkonen
Executive Director

12 **ORIGINAL** filed
13 This 7 day of May, 2021 to:

14 Arizona State Board of Psychologist Examiners
15 1740 W. Adams St., Suite 3403
16 Phoenix, Arizona 85007

17 **COPY** of the foregoing mailed by Certified Mail No. 9489009000276155081372
18 This 7 day of May, 2021 to:

19 Janice Blair, Ph.D.
20 Address on Record
21 Respondent

22 **COPY** of the foregoing mailed by USPS regular mail
23 This 7 day of May, 2021 to:

24 Charles S. Hover III, Esq.
25 RENAUD COOK DRURY MESAROS, PA
26 One North Central, Ste. 900
27 Phoenix, AZ 85004-4117

28 **COPY** of the foregoing via email (jeanne.galvin@azag.gov)
This 7 day of May, 2021 to:

Jeanne M. Galvin
Assistant Attorney General

1 2005 North Central Ave. SGD/LES
2 Phoenix, Arizona 85004
3 Jeanne.galvin@azag.gov
4 Attorney for the State of Arizona

5 By: Jennifer Michaelson
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28