

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

3 **In the Matter of :**

4 **Gregory Novie, Ph.D.**

5 **Holder of License No. PSY-001207**
6 **for the Practice of Psychology**
7 **in the State of Arizona**

) **Case No. 21-27**

) **CONSENT AGREEMENT**
) **AND ORDER NOT TO**
) **RENEW LICENSE**
)

8 In the interest of a prompt and judicious settlement of the above-captioned matter
9 before the Arizona Board of Psychologist Examiners ("Board") and consistent with public
10 interest, statutory requirements and responsibilities of the Board and pursuant to A.R.S. § 32-
11 2061 *et seq.*, and A.R.S. § 41-1092.07(F)(5), Gregory Novie, Ph.D. ("Respondent"), holder of
12 License No. PSY-001207 and the Board enter into this Consent Agreement and Order Not to
13 Renew License ("Consent Agreement") as the final disposition of this matter.
14

15 **JURISDICTION**

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

20 2. Respondent is the holder of license number PSY-001207 for the practice of
21 psychology 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

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 this matter, consistent with the public interest and the statutory requirements

1 of the Board.

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

4 3. Respondent has a right to a public hearing concerning this case. He further
5 acknowledges that at such formal hearing he could present evidence and cross-examine
6 witnesses. Respondent irrevocably waives his right to such a hearing.

7 4. Respondent irrevocably waives any right to rehearing or review or to any judicial
8 review or any other appeal to this matter.

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

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

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

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

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

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

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
21 on behalf of Complainant(s).
22

23 **FINDINGS OF FACT**

24 1. Respondent is a licensed psychologist in the State of Arizona, license PSY-
25 001207. He has been licensed in Arizona since December 6, 1985 and maintains a private
26 practice called Diagnostic and Intervention Services, Ltd, in Tempe, Arizona.

27 2. In November of 2020, the Arizona Department of Child Safety ("DCS") referred
28 two parents ("Mother" and "Father") to complete a psychological evaluation with Respondent.

1 At the time of the referral, Mother and Father were being investigated by DCS regarding
2 allegations of child neglect.

3 3. On June 4, 2021, the Board office received a complaint (no. 21-27) from another
4 licensed psychologist ("Complainant"), who alleged that:

- 5 a. Respondent completed Father's psychological evaluation on December 10,
6 2020. Mother's evaluation was completed on January 6, 2021.
- 7 b. Complainant became aware of the evaluations through her role as a
8 psychological consultant for DCS. The reports were provided to Complainant
9 by the DCS staff to determine what, if any, additional treatment services were
10 needed for either parent.
- 11 c. After reviewing Respondent's evaluation reports, it appeared to Complainant
12 that the psychological testing was not properly administered, interpreted, and
13 described in Respondent's reports.
- 14 d. In the initial reports, the Verbal Comprehension Index and Perceptual
15 Reasoning Index were the only scores reported for the WAIS results without
16 any further interpretation of the test.
- 17 e. Respondent provided updated reports, suggesting that his final was not
18 submitted, and he included the scaled score for each subtest in addition to a
19 brief paragraph that described the clients' history of cognitive dysfunction
20 rather than a thorough interpretation of what the scores on the assessment tool
21 indicate.
- 22 f. Respondent still did not provide the scores for all indices and the full-scale IQ.
- 23 g. With regard to the administration, scoring and interpretation of the MMPI-2,
24 only the critical items were written out with the response to each item.
- 25 h. No other interpretation or scores were provided regarding this assessment tool.
- 26 i. Respondent shared with Complainant that the MMPI-2 was not administered

1 to Mother because he did not believe they would be capable of providing valid
2 results, yet Mother's responded to critical items and Respondent provided an
3 explanation of each item to Mother before she responded.

4 j. Complainant had additional concerns surrounding the response to referral
5 questions and the little data provided by Respondent to support the diagnoses
6 offered for each parent.

7
8 4. While the complaint was pending, on August 10, 2021, the Board received
9 Respondent's license renewal application.

10 5. By rule, Respondent's license PSY-001207 should expire on August 31, 2021, but
11 pursuant to A.R.S. §41-1092.11(A), his current license remains active until such time the Board
12 makes a determination on his pending application for renewal. Respondent was notified by the
13 Board staff that his renewal application would be reviewed by the Board once the complaint
14 had been adjudicated.

15 6. Complaint No. 21-27 was reviewed by the Board's Complaint Screening
16 Committee ("CSC") on September 15, 2021. Respondent did not attend despite being notified
17 in writing by mail and email. The CSC voted to forward the complaint to the Board for further
18 review based on the following concerns regarding the two psychological evaluations that
19 Respondent completed:

- 20
21 a. The overall quality for both evaluation reports was lacking.
22 b. One of the reports did not contain supporting information for the diagnosis
23 listed.
24 c. Lack of extensive assessment regarding one parent who reported previous
25 head trauma.
26 d. The psychological testing fell below the standard of practice and appeared to
27 be conducted incorrectly.
28 e. There was a lack of written informed consent for both evaluations.

1 f. Not all pertinent information was provided to DCS by Respondent.

2 7. The CSC directed Board staff to issue Respondent a subpoena for his appearance
3 when the complaint is reviewed by the Board at a future meeting date.

4 8. On November 5, 2021, the Board conducted an initial review for Complaint No.
5 21-27. Respondent was present and answered the Board's questions. After conducting the
6 initial case review, the Board voted to offer Respondent this Consent Agreement based on
7 Respondent's indication that he is not practicing psychology currently and plans to retire.

8 CONCLUSIONS OF LAW

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10 1. The conduct and circumstances alleged above constitute unprofessional conduct
11 pursuant to:

- 12 a. A.R.S. § 32-2061(16)(h), failing or refusing to maintain and retain adequate
13 business, financial or professional records pertaining to the psychological
14 services provided to a client or patient;
- 15 b. A.R.S. §32-2061(16)(o), providing services that are unnecessary or unsafe or
16 otherwise engaging in activities as a psychologist that are unprofessional by
17 current standards of practice;
- 18 c. A.R.S. § 32-2061(16)(dd), violating an ethical standard adopted by the Board
19 as it pertains to sections 3.10 (Informed Consent) and 9.01 (Bases for
20 Assessment) of the American Psychological Association's Ethical Principles
21 of Psychologists and Code of Conduct.
22

23 ORDER

24 Pursuant to A.R.S. §32-2081(S), the Board has determined that the Respondent's
25 conduct in Complaint No. 21-27 warrants disciplinary action. Based upon the foregoing
26 Findings of Fact and Conclusions of Law, the parties agree that the Board may enter the
27 following Order in lieu of further administrative proceedings:
28

1 IT IS THEREFORE ORDERED THAT:

2 1. Respondent's current license shall remain active up through and including
3 November 30, 2021. On December 1, 2021, Respondent's psychologist license shall expire and
4 Respondent shall no longer practice psychology in the State of Arizona or hold himself out as a
5 licensed psychologist in the State of Arizona. **Respondent shall take all necessary action to**
6 **delete any references to him being a psychologist in any business cards, stationary,**
7 **publications or on-line.**

8
9 2. On or about December 1, 2021, Board staff shall either return Respondent's
10 check for the unprocessed renewal application or refund his application fee in full as soon as is
11 practicable.

12 3. Respondent understands that this Consent Agreement shall not become effective
13 unless and until adopted by the Board of Psychologist Examiners and executed on behalf of the
14 Board. Any modification to this original document is ineffective and void unless mutually
15 approved by the parties in writing.

16 4. Respondent has read and understands this Consent Agreement as set forth herein,
17 and has had the opportunity to discuss this Consent Agreement with an attorney or has waived
18 the opportunity to discuss this Consent Agreement for the purpose of avoiding the expense and
19 uncertainty of an administrative hearing.
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21 5. Respondent understands that he has the right to a public administrative hearing
22 concerning each and every allegation set forth in the above-captioned matter, at which
23 administrative hearing he could present evidence and cross-examine witnesses. By entering
24 into this Consent Agreement, Respondent freely and voluntarily relinquishes all rights to such
25 administrative hearing, as well as all rights of rehearing, review, reconsideration, appeal,
26 judicial review or any other administrative and/or judicial action, concerning the matters set
27 forth herein. Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.
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6. Respondent understands that this Consent Agreement, or any part thereof, may

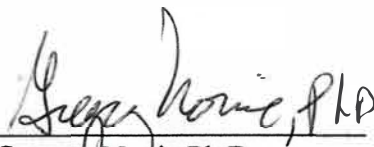
1 be considered in any future disciplinary action against him or in any future decision regarding
2 re-licensure.

3 7. The parties agree that this Consent Agreement does not constitute a dismissal or
4 resolution of other matters currently pending before the Board, if any, and does not constitute
5 any waiver, expressed or implied, of the Board's statutory authority or jurisdiction regarding
6 any other pending or future investigation, action or proceeding. Respondent also understands
7 that acceptance of the Consent Agreement does not preclude any other agency, subdivision or
8 officer of this state from instituting other civil or criminal proceedings with respect to the
9 conduct that is subject of this Consent Agreement. The parties agree that this Consent
10 Agreement is a final adjudication of complaint no. 21-27.
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12 8. This Consent Agreement and Order is a public record that may be publicly
13 disseminated as a formal action of the Board and shall be reported to the National Practitioner
14 Data Bank.
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16 DATED this 24 day of November, 2021.
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18 Arizona Board of
19 Psychologist Examiners

20 
21 Gregory Novie Ph.D.
22 Respondent


Heidi Herbst Paakkonen
Executive Director

23 **ORIGINAL** electronically filed
24 this 24 day of November, 2021 with:

25 Arizona State Board of Psychologist Examiners
26 1740 W. Adams St., Suite 3403
27 Phoenix, Arizona 85007

28 **COPY** of the foregoing mailed by USPS Certified Mail No. 9489009000276379774517
this 24 day of November, 2021 to:

1 Gregory Novie, Ph.D.

2 Address on Record

3 Respondent

4 **COPY** of the foregoing via email (jeanne.galvin@azag.gov)

5 this 24 day of November, 2021 to:

6 Jeanne M. Galvin

7 Assistant Attorney General

8 2005 North Central Ave. SGD/LES

9 Phoenix, Arizona 85004

10 Jeanne.galvin@azag.gov

11 Attorney for the State of Arizona

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By: Jennifer Michaelson