

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

3 In the Matter of:) **Case No. 20-26**
4 **Alexia Kevonian, Psy.D.**) **FINDINGS OF FACT, CONCLUSIONS**
5 Holder of License No. PSY-004843) **OF LAW, AND CONSENT**
6 for the Practice of Psychology) **AGREEMENT FOR SURRENDER OF**
7 in the State of Arizona) **PSYCHOLOGIST LICENSE**

8
9 In the interest of prompt and judicious settlement of the above-captioned matter before
10 the Arizona Board of Psychologist Examiners ("Board") and consistent with public interest,
11 statutory requirements and responsibilities of the Board, and pursuant to A.R.S. § 32-2061 *et*
12 *seq.* and A.R.S. § 41-1092.07(F)(5), Alexia Kevonian, Psy.D. ("Respondent") holder of
13 License No. PSY-004843 for the practice of psychology in the State of Arizona, and the
14 Board agree to enter into this Consent Agreement for Voluntary Surrender ("Consent
15 Agreement") as the final disposition of this matter.

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17 **JURISDICTION**

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

22
23 2. Respondent is the holder of license number PSY-004843 for the practice of
24 psychology in the State of Arizona.

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

27 **RECITALS**

28 Respondent understands and agrees that:

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

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

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

9 7. Respondent irrevocably waives any right to rehearing or review or to any
10 judicial review or any other appeal of this matter.

11 8. Respondent has agreed to enter into this Consent Agreement as an economical
12 and practical means of resolving the issues alleged in the complaint. By entering into this
13 Consent Agreement, Respondent is not admitting the truth or accuracy of any of the statements
14 that are alleged against her.

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

22 10. The Consent Agreement, once approved by the Board, evidenced by the
23 signature of the Executive Director or her designee and signed by the Respondent, shall
24 constitute a public record that may be disseminated as a formal action of the Board and shall be
25 reported to the National Practitioner Data Bank.

26 11. Although Respondent does not agree that all the Findings of Fact set forth in this
27 Consent Agreement are supported by the evidence, are truthful or accurate, Respondent
28 acknowledges that it is the Board's position that, if this matter proceeded to formal hearing, the

1 Board could establish sufficient evidence to support a conclusion that certain of Respondent's
2 conduct constituted unprofessional conduct. Conversely, Respondent asserts that she also
3 could prove, and that there is substantial evidence to support, that her conduct was not a gross
4 deviation in the standard of care.

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

12 FINDINGS OF FACT

13 1. On December 16, 2019, the Board received complaint No. 20-26 that alleged acts
14 of unprofessional conduct that, if found by the Board to be factually supported, could justify
15 the Board taking action against Respondent.

16 2. Respondent did not renew her license by the 12/31/2019 expiration date. Pursuant
17 to A.R.S. §32-3202, Respondent's license remained in suspension status by operation of law
18 while the investigation was pending.

19 3. The allegations in Complaint No. 20-26 raise issues concerning Respondent's
20 treatment of an adult male client ("Client"), who Respondent treated from 2017 – 2018 via tele-
21 psychotherapy through Doctor On Demand, Respondent's employer. Respondent provided
22 individual counseling to Client in addition to marriage counseling to Client and his wife
23 ("Wife") through Doctor on Demand.

24 4. Client alleges that Respondent instigated and engaged in a dual relationship with
25 him by becoming his friend during treatment, failed to maintain appropriate boundaries,
26 disparaged Wife, and inappropriately terminated services.

27 5. With his complaint, Client submitted screenshots of his text message
28 correspondence with Respondent, totaling more than 2,000 messages, many of which are of a

1 personal nature and exchanged at late hours of the evening. Client also submitted his cell
2 phone call log for December 2018, which reflected multiple calls with Respondent that lasted
3 more than 60 minutes and were at late hours of the evening. Respondent did not bill Client for
4 these text message or phone call correspondence.

5 6. In October of 2019, Client and Wife entered into a confidential settlement
6 agreement with Doctor on Demand and Respondent.

7 7. On March 18, 2020, the Board's Complaint Screening Committee ("Committee")
8 reviewed Complaint No. 20-26 and voted to refer the matter to the Board for further review.

9 8. The Committee expressed concern that Respondent engaged in a dual relationship
10 with Client, failed to maintain appropriate boundaries, and inappropriately terminated Client's
11 treatment without providing him any treatment referrals or recommendations.

12 CONCLUSIONS OF LAW

13 1. The conduct and circumstances described in Complaint No. 20-26, if supported by
14 the facts alleged, would constitute unprofessional conduct pursuant to:

- 15 a. A.R.S. § 32-2061(16)(g), engaging or offering to engage as a psychologist in
16 activities not congruent with the psychologist's professional education, training
17 and experience;
- 18 b. A.R.S. §32-2061(16)(o), providing services that are unnecessary or unsafe or
19 otherwise engaging in activities as a psychologist that are unprofessional by
20 current standards of practice;
- 21 c. A.R.S. §32-2061(16)(v), abandoning or neglecting a client or patient in need of
22 immediate care without making suitable arrangements for continuation of the
23 care; and
- 24 d. A.R.S. §32-2061(16)(dd), violating an ethical standard adopted by the board as
25 it pertains to section 3.05 (Multiple Relationships) of the American
26 Psychological Association's Ethical Principles of Psychologist and Code of
27 Conduct.
- 28

1 ORDER

2 Pursuant to A.R.S. § 32-2081(S), the Board "...can take rehabilitative or disciplinary
3 action at any time during the investigative or disciplinary process, [and can] enter into a
4 consent agreement with the psychologist...". Based upon the foregoing Findings of Fact and
5 Conclusions of Law, the parties agree to the provisions and penalties imposed as follows:

6 1. Upon the effective date of this Consent Agreement, Respondent's license
7 number PSY-004843 for the practice of psychology in the State of Arizona shall be
8 surrendered. Once the surrender is effectuated, **Respondent shall not practice psychology in
9 the State of Arizona or hold herself out as a licensed psychologist in the State of Arizona.**

10 The effective date of this Consent Agreement is the date the Consent Agreement is accepted by
11 the Board as evidenced by the signature of the Board's Executive Director.

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

16 3. Respondent understands that she has the right to a public administrative hearing
17 concerning each and every allegation set forth in the above-captioned matter, at which
18 administrative hearing she could present evidence and cross-examine witnesses. By entering
19 into this Consent Agreement, Respondent freely and voluntarily relinquishes all rights to such
20 administrative hearing, as well as all rights of rehearing, review, reconsideration, appeal,
21 judicial review or any other administrative and/or judicial action, concerning the matters set
22 forth herein. Respondent affirmatively agrees that this Consent Agreement shall be
23 irrevocable.

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

27 5. The parties agree that this Consent Agreement does not constitute a dismissal or
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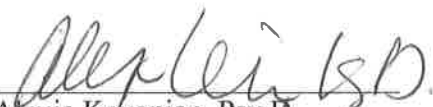
1 resolution of other matters currently pending before the Board, if any, and does not constitute
2 any waiver, expressed or implied, of the Board's statutory authority or jurisdiction regarding
3 any other pending or future investigation, action or proceeding. Respondent also understands
4 that acceptance of the Consent Agreement does not preclude any other agency, subdivision or
5 officer of this state from instituting other civil or criminal proceedings with respect to the
6 conduct that is subject of this Consent Agreement.


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

11 7. Respondent understands that this Consent Agreement is a public record and may
12 be publicly disseminated as a formal action of the Board and shall be reported to the National
13 Practitioner Data Bank.

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16 DATED this 6 day of April, 2020.

17
18 ARIZONA BOARD OF
19 PSYCHOLOGIST EXAMINERS

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21 
22 Alexia Kevonian, Psy.D.
23 Respondent

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25 
26 Heidi Herbst Paakkonen
27 Executive Director

28
ORIGINAL of the foregoing filed
This 6 day of April, 2020, with:

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

1 COPY mailed by US and certified postal service no. 9489009000276155081082
2 This 6 day of April, 2020, to:

3 Alexia Kevonian, Psy.D.
4 Address on Record
5 Respondent

6 COPY mailed by US postal service
7 This 6 day of April, 2020 to:

8 Jodi Mullis, Esq.
9 Wood, Smith, Henning & Berman LLP
10 2525 E. Camelback Road, Suite 450
11 Phoenix, AZ 85016
12 Attorney for Respondent

13 COPY of the foregoing emailed
14 This 6 day of April, 2020, to:

15 Jeanne M. Galvin, AAG
16 Arizona Attorney General's Office
17 SGD/LES
18 2005 North Central Ave.
19 Phoenix, Arizona 85004

20 By: 
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