

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

3 In the Matter of )  
4 **Frances M. Robbins, Ph.D.** )  
5 Holder of License No. 3358 )  
6 for the Practice of Psychology )  
7 in the State of Arizona )

Case No. 2013-22

**FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND  
CONSENT AGREEMENT**

8 On May 2, 2014, the Arizona Board of Psychologist Examiners ("Board") met in  
9 open session to discuss the above-referenced case. Frances Robbins, Ph.D. ("Licensee") was  
10 present with her legal counsel, Larry Cohen, Esq. After discussion, consideration and  
11 deliberation, the Board voted to offer a Consent Agreement in lieu of further administrative  
12 proceedings.

13 **JURISDICTION**

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

18 2. Licensee holds a license to practice as a psychologist in the State of Arizona,  
19 License number 3358, issued December 28, 1999, pursuant to A.R.S. §32-2071 *et seq.*

20 3. Pursuant to A.R.S. § 41-1092.07(F)(5), the Board adopts the Findings of Fact and  
21 Conclusions of Law for the Consent Agreement as set forth below.

22 4. The Licensee and the Board enter into this Consent Agreement in order to promptly  
23 and judiciously resolve these matters, consistent with the public interest and statutory

24 ...

1 requirements of this Board. The Consent Agreement shall be effective when signed by the  
2 Board's Executive Director. The Consent Agreement constitutes a public record and shall be  
3 maintained as part of Licensee's file with the Board.

4 **CONSENT AGREEMENT**

5 Licensee understands and agrees that:

6 5. The Board has jurisdiction over Licensee and the subject matter pursuant to  
7 A.R.S. § 32-2061 *et seq.*

8 6. Licensee has the right to consult with an attorney prior to entering into this  
9 Consent Agreement.

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

13 8. Licensee irrevocably waives any right to rehearing or review or to any judicial  
14 review or any other appeal of this matter.

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

22 10. The Consent Agreement, once approved by the Board and signed by the  
23 Licensee, shall constitute a public record which may be disseminated as a formal action of the  
24 Board.

**FINDINGS OF FACT**

1  
2           11. Patient W.S. was referred to Licensee by his neurologist for a  
3 neuropsychological evaluation. Licensee completed the evaluation over two days in February  
4 2013 and March 2013.

5           12. In March 2013, Licensee issued her neuropsychological evaluation report to the  
6 referring neurologist, W.S.' primary care practitioner ("PCP"), and W.S.

7           13. The report Licensee issued in March 2013 contained several clerical and content  
8 errors. For example:

- 9                   a. There were punctuation and grammatical errors throughout the report.  
10                   b. The first testing date was not identified in the "Date of Testing" section.  
11                   c. The date of the "Neurobehavioral Status Exam" and the first date of  
12                    "Neuropsychological Evaluation" were incorrect.  
13                   d. The list of tests identified as having been administered by Licensee was  
14                   inaccurate. Specifically, the list identified tests that had not been  
15                   administered.  
16                   e. A sentence in the "Personality Data Summary" section erroneously omitted  
17                   the word "without". This resulted in the sentence reading as though W.S.'  
18                   had reported psychological symptoms that he had not actually reported.

19           14. In September 2013, N.S. filed a Request for Investigation ("RFI") with the  
20 Board, indicating, in part, that Licensee's report did not meet the required standards and should  
21 be scrutinized.

22           15. Upon receipt of a copy of the RFI from the Board, Licensee reviewed her  
23 March 2013 evaluation report and "recognized . . . both typographical and substantive errors in  
24 the text of the report."

1 16. Licensee subsequently revised the report, sent copies of the revised report to  
2 W.S.' neurologist and PCP, and followed-up with both healthcare providers to ensure that they  
3 had received the revised report. Licensee also complied with a request from W.S.' insurance  
4 company for copies of W.S.' records, including the revised report, and notified W.S. of the  
5 same.

6 17. Licensee indicated that, after receiving the RFI, she took remediative actions  
7 including reviewing her reports from the previous two months, reviewing office practices with  
8 respect to report preparation and review, changing transcriptionists, and resolving a software  
9 issue that may have contributed to errors in W.S.' evaluation report.

10 18. In November 2013, Licensee hired neuropsychologist Dr. H. Daniel Blackwood  
11 to audit her practice in order to help identify and resolve report preparation and accuracy issues.  
12 Following this initial audit, Dr. Blackwood reported minimal issues or concerns with  
13 Licensee's recordkeeping or report preparation and accuracy.

14 19. Licensee also took the following additional steps:

- 15 a. Completed four hours of on-line continuing education in Applied Ethics  
16 in Clinical Neuropsychology;
- 17 b. Retained computer diagnostic services to ensure that Licensee's  
18 computer hardware and software systems do not allow editing changes to be  
19 lost;
- 20 c. Developed a new Patient Disclosure Form for use with clients;
- 21 d. Developed and implemented a new Report Writing Procedure to  
22 minimize the potential for errors in her reports.

23 **CONCLUSIONS OF LAW**

24 20. The conduct and circumstances described above constitute unprofessional

1 conduct pursuant to A.R.S. §32-2061(13)(h), for failing or refusing to maintain and retain  
2 adequate business, financial or professional records pertaining to the psychological services  
3 provided to client W.S., by releasing an evaluation report that contained numerous errors, both  
4 typographical and substantive.

5 21. The conduct and circumstances described above constitute unprofessional  
6 conduct pursuant to A.R.S. § 32-2061(A)(13)(o), for engaging in activities as a psychologist  
7 that are unprofessional by current standards of practice for Licensee's failure to review and  
8 make any necessary corrections to her evaluation report for W.S., prior to releasing it as a final  
9 report to W.S' healthcare providers and W.S.

10 **ORDER**

11 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree as  
12 follows: Pursuant to A.R.S. §32-2081(Q) the Board has determined that the Licensee's conduct  
13 in RFI No. 2013-22 warrants disciplinary action. Based upon the foregoing Findings of Fact  
14 and Conclusions of Law, IT IS ORDERED THAT:

15 22. **PROBATION:** Licensee's license as a Psychologist is placed on probation for  
16 a period of twelve months from the effective date of this Consent Agreement. The effective  
17 date of this Consent Agreement is the date that it is signed by the Board's Executive Director,  
18 or her designee, on behalf of the Board.

19 23. **PRACTICE MONITOR:** During the period of probation, Licensee shall  
20 obtain a Practice Monitor to provide professional oversight of Licensee's practices in  
21 preparing, editing, and releasing evaluation reports. The professional oversight shall include the  
22 Practice Monitor's audit of the case files of clients for which Licensee has provided services  
23 during and after March 2013. In conducting the audit of case files, the Practice Monitor shall  
24 review a sufficient number of files to the extent necessary and appropriate to assess the

1 Licensee's compliance with practice standards.

2           24.     The Licensee shall meet with the Practice Monitor at least twice each month for  
3 a minimum of two hours each session the first two months of the probationary period. At the  
4 discretion of the Practice Monitor, the meetings may be decreased thereafter. The Practice  
5 Monitor shall review with the Licensee appropriate testing and evaluation protocols; and proper  
6 report preparation, finalization, review and distribution. The Practice Monitor shall submit to  
7 the Board quarterly reports of the meetings to include topics covered, results of case file audits  
8 conducted during the quarter, and any modifications made to the Licensee's practice. The  
9 Practice Monitor shall provide reports to the Board 30 days after the end of each quarter. The  
10 first quarter shall begin on the effective date of this Order. Prior to the conclusion of the  
11 probationary period, the Practice Monitor is to complete a final written report to the Board  
12 summarizing his interaction with Licensee, topics discussed, areas of progress, results of case  
13 file audits conducted, matters of remaining concern and overall impressions. The final report  
14 shall be submitted to the Board within 30 days of the end of the last quarter of the term of  
15 probation. Licensee shall present this Order to the Board approved Practice Monitor prior to  
16 the date of the first meeting. The first meeting between Licensee and her Practice Monitor shall  
17 occur within 30 days of the effective date of this Order.

18           25.     The Practice Monitor shall be Dr. H. Daniel Blackwood, Arizona psychologist  
19 license number 689. If Dr. Blackwood is unavailable or unwilling to serve as Practice Monitor,  
20 the Licensee shall inform the Board's Executive Director within 10 business days.

21           26.     **TERMINATION OF PROBATION:** At the end of twelve months, unless  
22 otherwise ordered by the Board, Licensee may petition the Board, in writing, and request  
23 termination from probation and monitoring. If the Board determines that Licensee has not  
24 complied with all the requirements of this Consent Agreement, the Board may either (a)

1 continue the probation, including the Practice Monitor, or (b) institute proceedings for  
2 noncompliance with this Consent Agreement, which may result in the suspension, revocation or  
3 other disciplinary and/or remedial action.

4 ...

5 27. **CONTINUED APPLICATION OF TERMS:** If, between the effective date of  
6 this Consent Agreement and the termination of Licensee's probation by the Board, Licensee  
7 fails to renew her license while under this Consent Agreement and subsequently applies for a  
8 license, the remaining terms of this Consent Agreement, including probation and monitoring,  
9 shall be imposed if the application for licensure is granted.

10 28. **EFFECTIVE DATE:** Licensee understands that the foregoing Consent  
11 Agreement and Order shall not become effective unless and until adopted by the Board of  
12 Psychologist Examiners and executed on behalf of the Board. Any modification to this original  
13 document is ineffective and void unless mutually approved by the parties in writing.

14 29. **CONSIDERATION IN FUTURE ACTIONS:** Licensee understands that this  
15 Order, or any part thereof, may be considered in any future disciplinary action against her.

16 30. **FINAL RESOLUTION:** This Order constitutes a final resolution of this  
17 disciplinary matter but does not constitute a dismissal or resolution of other matters currently  
18 pending before the Board, if any, and does not constitute any waiver, expressed or implied, of  
19 the Board's statutory authority or jurisdiction regarding any other pending or future  
20 investigations, actions or proceedings. Further, this Order does not preclude any other agency,  
21 subdivision or officer of this State from instituting other civil or criminal proceedings with  
22 respect to the conduct that is the subject of this Order.

23 31. **TIME:** Time is of the essence with regard to this Order.

24

1           32.    **COSTS:** The Licensee shall be responsible for all costs incurred as a result of  
2 her compliance with this Order.

3           33.    **NON-COMPLIANCE:** If Licensee fails to comply with the terms of this  
4 Order, the Board shall properly institute proceedings for noncompliance with this Order, which  
5 may result in suspension, revocation, or other disciplinary and/or remedial actions. Violation  
6 of this Order is a violation of A.R.S. § 32-2061(13)(aa), which is "violating a formal board  
7 order, consent agreement, term of probation or stipulated agreement."

8           34.    **PUBLIC RECORD:** This Consent Agreement and Order is a public record that  
9 may be publicly disseminated as a formal action of the Board.

10  
11 DATED this 24<sup>th</sup> day of July, 2014.

12 ARIZONA BOARD OF  
13 PSYCHOLOGIST EXAMINERS

14 

15 Francis M. Robbins, Ph.D.  
16 Licensee

By: Cindy Olvey  
Cindy Olvey, Psy.D.  
Executive Director

17  
18 ORIGINAL of the foregoing filed this  
19 24<sup>th</sup> day of July 2014, with:

20 The Arizona State Board of Psychologist Examiners  
21 1400 West Washington, Suite 240  
22 Phoenix, Arizona 85007

23 COPY mailed by Certified Mail, No. 7009 2250 0002 7170 7421  
this 24<sup>th</sup> day of July 2014, to:

24 Francis M. Robbins, Ph.D.



1 Address on Record

2

3 COPY mailed  
this 24<sup>th</sup> day of July 2014, to:

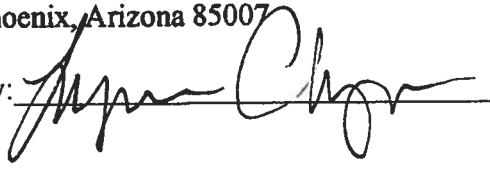
4 Larry Cohen  
The Cohen Law Firm  
5 P.O.Box 10056  
Phoenix, AZ 85064

6 COPY of the foregoing mailed by interagency  
this 24<sup>th</sup> day of July 2014, to:

7

8 Jeanne M. Galvin, AAG  
Office of the Attorney General  
CIV/LES  
9 1275 West Washington  
Phoenix, Arizona 85007

10

By: 

11

12

13

14

15

16

17

18

19

20

21

22

23

24