

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

3  
4 In the Matter of:

5 Wayne H. Holtzman, Ph.D.

6 Holder of License No. 1870  
7 for the Practice of Psychology  
8 in the State of Arizona

Case No.: 14-20

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

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10 On June 30, 2014, Wayne H. Holtzman, Ph.D. ("Respondent"), was notified by the Arizona  
11 Board of Psychologist Examiners ("Board") of a Request for Investigation received by the Board on  
12 June 17, 2014, making various allegations concerning the professional practice of Respondent.  
13 Having reviewed the allegations in the Request for Investigation and considering the time and  
14 expense he would incur addressing the allegations made therein, and further considering his years  
15 already in practice and previously existing plans for his future, Respondent concluded that he would  
16 offer to surrender his license effective immediately and cease the practice of psychology in the State  
17 of Arizona.

18 In the interest of prompt and judicious settlement of the above-captioned matter before the  
19 Board and consistent with public interest, statutory requirements and responsibilities of the Board,  
20 and pursuant to A.R.S. § 32-2061 *et seq.* and A.R.S. § 41-1092.07(F)(5), Respondent, holder of  
21 License No. 1870 for the practice of psychology in the State of Arizona and the Board to enter into  
22 this Consent Agreement for Voluntary Surrender ("Consent Agreement") as the final disposition of  
23 this matter.

24 ...

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1 **JURISDICTION**

2 1. The Board is authorized to regulate the practice of psychology in Arizona pursuant to  
3 A.R.S. §32-2061, *et seq.*, and the rules promulgated thereunder, found in Arizona Administrative  
4 Code (“A.A.C.” or “rules) at R4-26-101 *et seq.*

5  
6 2. Respondent is the holder of License No. 1870 for the practice of psychology in the State  
7 of Arizona.

8 3. The Board has personal and subject matter jurisdiction over Licensee pursuant to A.R.S.  
9 §32-2061, *et seq.*

10 **RECITALS**

11 Respondent understands and agrees that:

12  
13 4. The Board and Respondent enter into this Consent Agreement to promptly and  
14 judiciously resolve this matter, consistent with the public interest and the statutory requirements of  
15 the Board.

16 5. The Board has jurisdiction over Respondent and the subject matter pursuant to A.R.S.  
17 §32-2061, *et seq.*

18 6. Respondent has the right to consult with an attorney prior to entering into this Consent  
19 Agreement.

20  
21 7. Respondent has a right to a public hearing concerning this case. He further  
22 acknowledges that at such formal hearing he could present evidence and cross-examine witnesses.  
23 Respondent irrevocably waives any right to such a hearing.

24 8. Respondent irrevocably waives any right to rehearing or review or to any judicial  
25 review or any other appeal of this matter.

26 ...  
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1           9.       Although Respondent does not agree that all of the allegations in the Request for  
2 Investigation are supported by the evidence, and takes the position that many are not true, Respondent  
3 acknowledges that it is the Board's position that if this matter proceeded to formal hearing the Board  
4 could establish sufficient evidence to support a conclusion that certain of Respondent's conduct  
5 constituted unprofessional conduct. Therefore, Respondent has agreed to enter into this Consent  
6 Agreement as an economical and practical means of resolving the issues associated with the Request  
7 for Investigation.  
8

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

17           11.       The Consent Agreement, once approved by the Board and signed by the Executive  
18 Director, shall constitute a public record which may be disseminated as a formal action of the Board.  
19

### FINDINGS OF FACT

20           12.       On June 17, 2014, the Board received a Request for Investigation that alleged multiple  
21 acts of unprofessional conduct, which if found by the Board to be factually supported could justify this  
22 Board in taking action against the Respondent, to include such action as suspending or revoking the  
23 Respondent's license.  
24

25           13.       Respondent, while confident that he could demonstrate that many of the allegations are  
26 not supported by the facts, concedes that others of the allegations are supported by the facts and further  
27 concedes that the Board may find that still other allegations are supported by the facts.



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 that  
3 the parties agree that should the Board reject this Consent Agreement and this case proceeds to  
4 hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion  
5 of this document or any records thereto.

6 21. The Consent Agreement, once approved by the Board and signed by the Respondent,  
7 shall constitute a public record which may be disseminated as a formal action of the Board and shall  
8 be reported to the National Practitioner's Databank.

9 **ORDER**

10 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree to the  
11 provisions and penalties imposed as follows:  
12

13 22. **Upon the tenth calendar day after the effective date of this Consent Agreement**  
14 **for Voluntary Surrender, the Respondent's license (#1870) for the practice of psychology in the**  
15 **State of Arizona shall be surrendered. The ten days between the effective date of this Consent**  
16 **Agreement for Voluntary Surrender and Respondent's actual surrender of his license is to**  
17 **allow Respondent to provide for the transfer of clients. Once the surrender is effectuated,**  
18 **Respondent shall not practice psychology in the State of Arizona or hold himself out as a**  
19 **licensed psychologist in the State of Arizona. The effective date of this Consent Agreement for**  
20 **Voluntary Surrender is the date the Consent Agreement for Voluntary Surrender is accepted by the**  
21 **Board as evidenced by the signature of the Board's Executive Director.**

22  
23 23. Respondent has read and understands this Consent Agreement for Voluntary Surrender  
24 as set forth herein, and has had the opportunity to discuss this Consent Agreement for Voluntary  
25 Surrender with an attorney or has waived the opportunity to discuss this Consent Agreement for  
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27 ...

1 Voluntary Surrender for the purpose of avoiding the expense and uncertainty of an administrative  
2 hearing.

3 24. Respondent understands that he has the right to a public administrative hearing  
4 concerning each and every allegation set forth in the above-captioned matter, at which administrative  
5 hearing he could present evidence and cross-examine witnesses. By entering into this Consent  
6 Agreement for Voluntary Surrender, Respondent freely and voluntarily relinquishes all rights to such  
7 administrative hearing, as well as all rights of rehearing, review, reconsideration, appeal, judicial  
8 review or any other administrative and/or judicial action, concerning the matters set forth herein.  
9 Respondent affirmatively agrees that this Consent Agreement for Voluntary Surrender shall be  
10 irrevocable.  
11

12 25. Respondent understands that this Consent Agreement for Voluntary Surrender, or any  
13 part thereof, may be considered in any future disciplinary action against him or in any future decision  
14 regarding re-licensure.  
15

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

24 27. Respondent understands that the foregoing Consent Agreement for Voluntary  
25 Surrender shall not become effective unless and until adopted by the Board and executed on behalf of  
26 the Board. Any modification to this original document is ineffective and void unless mutually  
27 approved by both parties in writing.

1 28. Respondent understands that this Consent Agreement for Voluntary Surrender is a  
2 public record and may be publicly disseminated as a formal action of the Board.

3 DATED THIS 9<sup>th</sup> day of October, 2014.

4  
5 ARIZONA BOARD OF  
6 PSYCHOLOGIST EXAMINERS

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9 Wayne H. Holtzman, Ph.D.  
Respondent



Cindy Olvey, Psy.D.  
Executive Director

10  
11 **ORIGINAL** of the foregoing filed this  
12 9<sup>th</sup> day of October, 2014, with:

13 The Arizona State Board of Psychologist Examiners  
14 1400 West Washington, Suite 235  
Phoenix, Arizona 85007

15 **COPY** of the foregoing mailed by Certified mail  
16 No. 7009 2250 0001 7372 7725  
this 10<sup>th</sup> day of October 2014 to:

17 Wayne H. Holtzman, Ph.D..  
18 Address of record

19 **COPY** of the foregoing sent by regular mail  
20 this 10<sup>th</sup> day of October, 2014 to:

21 Larry Cohen  
22 The Cohen Law Firm  
P.O.Box 10056  
Phoenix, AZ 85064

23  
24 **COPY** of the foregoing sent by interagency/regular mail  
this 10<sup>th</sup> day of October, 2014 to:

25 Jeanne M. Galvin, Assistant Attorney General  
26 Office of the Attorney General, Civil/LES  
1275 West Washington  
Phoenix, Arizona 85007

27 By: 