

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

3
4 **In the Matter of:**) **Case No. 21-18**
5 **Colleen Kowalke, Psy.D.**) **CONSENT AGREEMENT FOR**
6 **Holder of License No. PSY-004545**) **CONTINUING EDUCATION**
7 **for the Practice of Psychology**) **(Non-Disciplinary)**
8 **in the State of Arizona**)

9 On June 4, 2021, the Arizona Board of Psychologist Examiners (“Board”) met in open
10 session to discuss the above-referenced case. Colleen Kowalke, Psy.D. (“Respondent”)
11 appeared virtually with her legal counsel, Faren Akins. After discussion, consideration, and
12 deliberation, the Board voted to issue Respondent this Non-Disciplinary Consent Agreement for
13 Continuing Education (“Agreement”).
14

15 **JURISDICTION**

16 1. The Board is authorized to regulate the practice of psychology and behavior
17 analysis in Arizona pursuant to Arizona Revised Statutes (hereafter “A.R.S.”) § 32-2061, *et seq.*

18 2. Respondent is the holder of license number PSY-004545 for the practice of
19 psychology in the State of Arizona.
20

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

23 **RECITALS**

24 Respondent understands and agrees that:

25 1. The Board and Respondent enter into this Agreement to promptly and
26 judiciously resolve this matter, consistent with the public interest and the statutory requirements
27 of the Board.
28

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

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

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

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

13 6. Respondent understands that this Agreement does not constitute a dismissal or
14 resolution of any other matters currently pending before the Board, if any, and does not
15 constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction
16 regarding any other pending or future investigation, action or proceeding.
17

18 7. Furthermore, and notwithstanding any language in this Agreement, this
19 Agreement does not preclude in any way any other state agency or officer or political
20 subdivision of this state from instituting proceedings, investigating claims, or taking legal action
21 as may be appropriate now or in the future relating to this matter or other matters concerning
22 Respondent, including violations of the Arizona Consumer Protection Act. Respondent
23 acknowledges that, other than with respect to the Board, this Agreement makes no
24 representations, implied or otherwise, about the views or intended actions of any other state
25 agency or officer or political subdivision of the state relating to this matter or other matters
26 concerning Respondent.
27
28

1 8. This Agreement shall be subject to the approval by the Board and shall be
2 effective only when approved by the Board and signed by the Board’s Executive Director. In
3 the event that the Board does not approve this Agreement, it is withdrawn and shall be of no
4 evidentiary value and shall not be relied upon nor introduced in any action by any party, except
5 the parties agree that should the Board reject this Agreement and this case proceeds to hearing,
6 Respondent shall assert no claim that the Board was prejudiced by its review and discussion of
7 this document or any records relating thereto.
8

9 9. The Agreement, once approved by the Board and signed by the Respondent and
10 the Executive Director, shall constitute a public record that may be disseminated as a formal
11 action of the Board.
12

13 10. Respondent voluntarily enters into this Agreement for the purpose of avoiding
14 the expense, uncertainty, and prolonged time involved in further administrative proceedings.
15 The issues contained herein are resolved by settlement and not actually litigated. Any
16 allegations and findings herein may not be used for *res judicata* or collateral estoppel effect in
17 any subsequent civil proceedings for any claims of professional liability or negligence by or on
18 behalf of complainant(s).
19

20 **FINDINGS OF FACT**

21 1. Respondent was issued her psychologist license in Arizona on August 13, 2014.
22 She owns and operates a practice called Del Soul Psychology & Wellness, PLLC in Peoria,
23 Arizona.
24

25 2. In April of 2020, a female client (“Client”) contacted Respondent for an initial
26 assessment. Client completed the assessment with Respondent and was subsequently assigned
27 to a therapist at Respondent’s practice and participated in only one session with the therapist.
28

1 3. On or about June 9, 2020, Client sent Respondent a written request for her
2 records.

3 4. In April of 2021, Client filed a complaint against Respondent alleging that she
4 failed to provide Client with her medical record despite three written requests.
5

6 5. Respondent acknowledges that she received Client's letter dated June 9, 2020 but
7 reported that the request was inadvertently put aside and forgotten.

8 6. It was not until Respondent received the complaint did she mail the records to
9 Client, who confirmed with Board staff that she received her records.
10

11 7. On May 19, 2021, the Board's Complaint Screening Committee ("Committee")
12 reviewed Complaint 21-18 and concluded that Respondent did not provide the records to Client
13 in a timely manner. The Committee voted to forward the case to the Board for consideration but
14 noted that Respondent, through her attorney, may wish to work with Board staff to negotiate a
15 resolution of this matter in lieu of further administrative proceedings.
16

17 8. On June 4, 2021, the Board met in open session to discuss Complaint 21-18 and
18 accepted the Consent Agreement as a final disposition in this matter.
19

ORDER

20 Pursuant to A.R.S. §32-2081(J)(3), the Board considers that while the Respondent's
21 conduct in Complaint No. 21-18 does not warrant disciplinary action, it is nonetheless cause for
22 concern on the part of the Board and that continuation of such actions may result in disciplinary
23 action therefore, IT IS ORDERED THAT:
24

25 1. **CONTINUING EDUCATION:** In addition to the continuing education
26 requirements that are required by A.A.C. R4-26-207 for license renewal, within six (6) months
27 of the effective date of this Order, Respondent shall complete four (4) additional hours of
28

1 continuing education. The Board recognized that Respondent completed the following
2 continuing education during the course of Complaint No. 21-18 as follows:

- 3 a. Record keeping for practitioners (1.0 hour)
- 4 b. HIPAA's Patient Access Rights: What Patients & Providers Need to Know
5 (3.0 hours)

6
7 The continuing education Respondent completed address the concerns in
8 Complaint No. 21-18 and no further continuing education is required to satisfy the terms of this
9 Agreement. The continuing education may not be used towards the requirement for future
10 license renewal applications.

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12 2. **EFFECTIVE DATE:** The effective date of this Agreement is the date the
13 Agreement is accepted by the Board as evidence by the signature of the Board's Executive
14 Director.

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16 3. **CONSIDERATION IN FUTURE ACTIONS:** Respondent understands that
17 this Agreement, or any part thereof, may be considered in any future disciplinary action against
18 her.


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

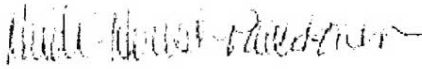
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28 5. **TIME:** Time is of the essence with regard to this Agreement.

1 6. **PUBLIC RECORD**: This Order constitutes a public record that may be publicly
2 disseminated as a formal action of the Board.

3
4
5 DATED this 4 day of June, 2021.

6
7 ARIZONA BOARD OF
8 PSYCHOLOGIST EXAMINERS

9
10 
11 Colleen Kowalke, Psy.D.
12 Respondent

8
9 
10
11 Heidi Herbst Paakkonen
12 Executive Director

13 **ORIGINAL** filed electronically
14 this 4 day of June, 2021 with:

15 The Arizona State Board of Psychologist Examiners
16 1740 West Adams St., Suite 3403
17 Phoenix, Arizona 85007

18 **COPY** mailed by regular and certified mail #**9489009000276155081303**
19 this 4 day of June, 2021 to:

20 Colleen Kowalke, Psy.D.
21 Address on Record
22 Respondent

23 **COPY** mailed by regular mail
24 this 4 day of June, 2021 to:

25 Faren Akins, Esq., Ph.D.
26 Akins Law Firm
27 7702 E Doubletree Ranch Rd
28 Suite #300
Scottsdale, AZ 85258

COPY of the foregoing via email (jeanne.galvin@azag.gov)
This 4 day of June, 2021 to:

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

7 By: Jennifer Michaelson

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