

1 do it or anything. It's always an option though."

2 13. Respondent's records contain no mention of this exchange or that Respondent
3 conducted a suicide risk evaluation during the session.

4 14. Client stopped treating with Respondent after this session. It is Respondent's
5 contention that client stopped treating with him AMA.

6 15. Client committed suicide on July 18, 2015.

7 **CONCLUSIONS OF LAW**

8 16. The conduct and circumstances described above constitute unprofessional
9 conduct pursuant to:

10 a. A.R.S. § 32-2061(16) (h)—Failing or refusing to maintain and retain
11 adequate business, financial or professional records pertaining to the psychological services
12 provided to a client or patient.

13 b. A.R.S. § 32-2061(16)(u)—Failing to take reasonable steps to protect a
14 client or patient in circumstances in which the psychologist becomes aware during the course of
15 providing or supervising psychological services that a client or patient intends or plans to inflict
16 serious bodily harm on self.

17 **ORDER**

18 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree to
19 the provision and penalties imposed as follows:

20 1. Respondent's license is immediately placed on probation (subject to the
21 termination requirements set forth below) and shall be deemed suspended 45 days from the date
22 of entry as signed below.

23 2. Once suspended, Respondent's license shall remain suspended until his license
24 expires on June 30, 2018. Further, Respondent agrees not to renew his license nor submit any
25 type of new license application to the Board for a minimum of five (5) years from the date his
26 license expires.

27 3. Within 14 calendar days of the effective date of the Consent Agreement,
28 Respondent shall submit a written plan for terminating his practice for pre-approval by the

1 Board Chair or designee. At a minimum, the proposed termination plan must include each of
2 the following:

3 a. A written protocol for the secure storage, transfer and access of
4 Respondent's clinical records for his clients and former clients.

5 b. The procedure by which Respondent shall notify each client and former
6 client in a timely manner regarding the future location of Respondent's clinical records for
7 clients and former clients and how those records can be accessed after the termination of
8 Respondent's practice.

9 c. A written protocol for developing an appropriate referral for continuation
10 of care for Respondent's current clients.

11 d. A list of Respondent's current clients and the timeframe for terminating
12 services to each client. The timeframe for terminating services shall not exceed 45 days from
13 the effective date of the Consent Agreement.

14 4. **EFFECTIVE DATE:** Respondent understands that the foregoing Consent
15 Agreement shall not become effective unless and until adopted by the Board of Psychologist
16 Examiners and executed on behalf of the Board. The effective date of the Consent Agreement
17 is the date it is signed by the Executive Director. Any modification to this original document is
18 ineffective and void unless mutually approved by the parties in writing.

19 5. **CONSIDERATION IN FUTURE ACTIONS:** Respondent understands that
20 this Consent Agreement or any part thereof, may be considered in any future disciplinary action
21 against him.

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

1 7. **TIME:** Time is of the essence with regard to this Consent Agreement.
2 8. **COSTS:** The Respondent shall be responsible for all costs incurred as a result of
3 his compliance with this Consent Agreement.
4 9. **NON-COMPLIANCE:** If Respondent fails to comply with the terms of this
5 Consent Agreement, the Board shall properly institute proceedings for noncompliance with this
6 Consent Agreement, which may result in suspension, revocation, or other disciplinary and/or
7 remedial actions. Violation of this Order is a violation of A.R.S. § 32-2061(15)(aa), which is
8 "violating a formal board order, consent agreement, term of probation or stipulated agreement."

9 10. **PUBLIC RECORD:** This Consent Agreement and Order is a public record that
10 may be publicly disseminated as a formal action of the Board and shall be reported to the
11 National Practitioner Data Bank.

12 DATED this 27th day of February, 2018. *7th day of March*

13 ARIZONA BOARD OF
14 PSYCHOLOGIST EXAMINERS

15
16 *Nelson de Jesus*
17 Nelson de Jesus, Ph.D.
18 Respondent

19
20
21 By: *Jenna Jones*
22 Jenna Jones.
23 Executive Director

24 ORIGINAL of the foregoing filed this
25 7th day of March, 2018 with:

26 The Arizona State Board of Psychologist Examiners
27 1740 West Adams Street, Suite 3403
28 Phoenix, Arizona 85007

COPY mailed by Certified Mail, No. 7016 2140 0000 6959 5142
this 7th day of March, 2018, to:

Nelson de Jesus, Ph.D.

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Address on Record

COPY mailed
this 7th day of March, 2018, to:

Charles Hover, III, Esq.
Renaud Cook Drury Mesaros, PA
One North Central, Ste. 900
Phoenix, AZ 85004-4417
Attorneys for Nelson de Jesus, Ph.D.

COPY of the foregoing mailed by interagency
this 7th day of March, 2018,

Jeanne M. Galvin
Assistant Attorney General
Office of the Attorney General
15 South 15th Ave., SGD/LES
Phoenix, Arizona 85007
Attorneys for the Board

By:  _____
DOC#6837241