

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

3
4 In the Matter of:
5 Scott Padilla, Psy.D.,
6 Holder of License No. PSY-004881
7 For the Practice of Psychology
8 In the State of Arizona.

Case Nos. 18-34, 20-41, 21-04

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

9 In the interest of a 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 seq.*,
12 and A.R.S. § 41-1092.07(F)(5), Scott Padilla, Psy.D. (“Respondent”), holder of License No.
13 PSY-004881 and the Board enter into this Consent Agreement for Voluntary Surrender of
14 Psychologist License (“Consent Agreement”) as the final disposition of these matters.

15 **JURISDICTION**

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

20 2. Respondent is the holder of license number PSY-004881 for the practice of
21 psychology in the State of Arizona.

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

24 **RECITALS**

25 Respondent understands and agrees that:

26 1. The Board and Respondent enter into this Consent Agreement to promptly and
27
28

1 judiciously resolve this matter, consistent with the public interest and the statutory requirements
2 of the Board.

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

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

8 4. Respondent irrevocably waives any right to rehearing or review or to any judicial
9 review or any other appeal to this matter.

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

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

1 1. Respondent practiced psychology in Virginia from January of 2013 through June of
2 2018.

3 2. Respondent was first licensed in Arizona on August 11, 2017. He has maintained a
4 private practice in Tucson, Arizona.

5 **Complaint No. 18-34**

6 3. On December 13, 2018, the Board received Complaint No. 18-34 from a patient's
7 ("Patient") ex-husband ("Complainant"), alleging that Respondent had an inappropriate
8 relationship with Patient, that included excessive texting and lengthy phone calls during late
9 hours.

10 4. Respondent treated Patient from July 2017 – April 2018 for multiple behavioral
11 health issues, including Borderline Personality Disorder. Respondent acknowledged that he does
12 not have experience, nor is he equipped, in treating Borderline Personality Disorder.

13 5. According to the Patient's phone log, Patient and Respondent exchanged
14 approximately 40 phone calls after therapy had been terminated. Several of the calls were longer
15 than 30 minutes and occurred late at night such as 11 p.m. or 12 a.m.

16 6. Respondent does acknowledge that he crossed boundaries with Patient after
17 services were terminated and that it was inappropriate to engage in late night communication with
18 former Patient. Respondent represents that the purpose of these calls was intended to provide
19 support to a former patient.

20 7. Respondent denied having copies of his text message correspondence with Patient.

21 8. Respondent has indicated that, since the events that gave rise to the allegations in
22 this complaint, Respondent has taken steps to implement new practices that directly address the
23 concerns raised in this matter. In addition, Respondent indicated that he will not treat patients
24 with Borderline Personality Disorder and will refer them out for treatment.

25 9. On August 9, 2019, the Board held an Informal Interview for Complaint No. 18-34
26 and voted to issue Respondent an Order for Probation (minimum of 12 months), Supervision, and
27

28

1 Continuing Education (“Order”). The effective date of the Order was September 20, 2019.

2 10. While his license was on probation, the Board received two complaints against
3 Respondent, as described below.

4 **Complaint No. 20-41**

5 11. On March 3, 2020, the Board received Complaint No. 20-41 from L.D., who was
6 Respondent’s former patient in Virginia. Respondent treated L.D. from July 2014 through May
7 of 2017. During therapy they developed a personal relationship that continued after the
8 termination of therapy until November of 2018, when L.D. ceased contact with Respondent.

9 12. Initially, L.D. saw Respondent in therapy once per week for a one hour session and
10 that quickly increased to twice per week, then three 1-hour sessions per week and then two 90-
11 minute sessions per week.

12 13. At the start of therapy, Respondent provided L.D. with an email address and his
13 personal cell phone number telling her that she could contact him at any time via email, text or
14 phone call. Further, he told her that he provides this information as “free rein” for open dialogue
15 between sessions to all of his clients free of charge.

16 14. Respondent and L.D. emailed, texted and/or spoke on the phone almost daily. The
17 record contains over 2,200 emails exchanged with Respondent and thousands of text messages.
18 Respondent also shared several selfies with L.D.

19 15. As time progressed, the boundaries of their therapeutic relationship became
20 increasingly less defined and the relationship developed into a friendship and became
21 inappropriate and unprofessional. Specific examples of boundary violations include:

- 22 a. During the sessions, there was physical contact between Respondent and L.D.
23 The contact included sitting in session with Respondent’s arm around L.D.,
24 rubbing L.D.’s back, Respondent touching L.D.’s hand and prolonged hugs;
25 Respondent also gave her a neck massage and a hand massage;
- 26 b. In the final year of therapy, Respondent would contact L.D. nearly every day and
27 let her know when he was leaving the office so she could come by and give him
28 hugs. Respondent often stopped by L.D.’s home to give her a hug;

1 c. There is no evidence that Respondent and L.D. engaged in any type of sexual
2 contact.

3 16. Respondent never suggested L.D. enter a hospital nor did he hospitalize her when
4 she made a suicide attempt.

5 17. L.D. told Respondent many times that the therapy seemed to be making her
6 increasingly more dependent on Respondent for comfort and security. She began to experience
7 intense anxiety about the possibility of coming to need and depend on Respondent and he
8 continually reassured her that we would not leave her and the intensity of her feelings was
9 normal.

10 18. Respondent failed to provide his treatment records for this patient. He maintains
11 that he kept L.D.'s treatment records in a box in a shed in his backyard and mice and other
12 rodents got into the box and destroyed the files.

13 19. In his written response to the Board Respondent stated that "I take full
14 responsibility for, and deny nothing that the client has reported to you about my interactions with
15 her during and following her treatment which occurred at my private practice in Virginia
16 between 2014 and 2017."

17 **Complaint No. 21-04**

18 20. On October 16, 2020, the Board received Complaint No. 21-04 from Patient
19 referenced in Complaint no. 18-34. Patient participated in individual therapy with Respondent
20 from July 2018 – August 2019. Patient in this case was the same patient at the center of case no.
21 18-34 filed against Respondent by Patient's ex-husband. She previously denied the inappropriate
22 relationship with Respondent when Ex-Husband filed his complaint against Respondent (no. 18-
23 34) because she felt the need to protect Respondent.

24 21. Patient alleges that her relationship with Respondent included a consensual sexual
25 act and the mutual exchange of explicit photos.

26 22. Communication between the two continued after Complaint no. 18-34 was
27 adjudicated and Respondent was placed on probation. Patient alleges Respondent told her to
28

1 destroy text messages between the two of them.

2 **CONCLUSIONS OF LAW**

3 1. The conduct and circumstances alleged above constitute unprofessional conduct
4 pursuant to:

5 a. A.R.S. § 32-2061(e), gross negligence in the practice of a psychologist;

6 b. A.R.S. § 32-2061(16)(f), sexual intimacies or sexual intercourse with a current
7 client or patient or a supervisee or with a former client or patient within two years after the
8 cessation or termination of treatment.

9 c. A.R.S. § 32-2061(16)(g), engaging or offering to engage as a psychologist in
10 activities not congruent with the psychologist's professional education, training and experience.

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

14 e. A.R.S. § 32-2061(16)(o), engaging in activities as a psychologist that are
15 unprofessional by current standards of practice;

16 f. A.R.S. § 32-2061(16)(dd), violating an ethical standard adopted by the Board as it
17 pertains to sections 3.04 (Avoiding Harm) and 3.05 (Multiple Relationships) of the American
18 Psychological Association Ethical Principles of Psychologist and Code of Conduct.
19

20 **ORDER**

21 Pursuant to A.R.S. §32-2081(S), the Board has determined that the Respondent's conduct
22 in Complaint Nos. 18-34, 20-41, and 21-04 warrants disciplinary action. Based upon the
23 foregoing Findings of Fact and Conclusions of Law, the parties agree to the provisions and
24 penalties imposed as follows:

25
26 1. Upon the effective date of this Consent Agreement, Respondent's license number
27 PSY-004881 for the practice of psychology in the State of Arizona shall be surrendered. Once the
28

1 surrender is effectuated, **Respondent shall not practice psychology in the State of Arizona or**
2 **hold himself out as a licensed psychologist in the State of Arizona.** The effective date of this
3 Consent Agreement is the date the Consent Agreement is accepted by the Board as evidenced by
4 the signature of the Board's Executive Director.

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

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

16 4. Respondent understands that this Consent Agreement, or any part thereof, may be
17 considered in any future disciplinary action against him or in any future decision regarding re-
18 licensure.

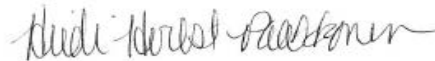
19 5. The parties agree that this Consent Agreement does not constitute a dismissal or
20 resolution of other matters currently pending before the Board, if any, and does not constitute any
21 waiver, expressed or implied, of the Board's statutory authority or jurisdiction regarding any other
22 pending or future investigation, action or proceeding. Respondent also understands that
23 acceptance of the Consent Agreement does not preclude any other agency, subdivision or officer
24 of this state from instituting other civil or criminal proceedings with respect to the conduct that is
25 subject of this Consent Agreement. The parties agree that this Consent Agreement is a final
26 adjudication of Complaint Nos. 18-34, 20-41, and 21-04.
27
28

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

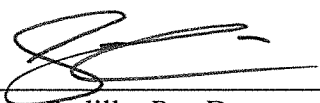
5 7. Respondent understands that this Consent Agreement is a public record and may
6 be publicly disseminated as a formal action of the Board and shall be reported to the National
7 Practitioner Data Bank.

8
9 DATED this 6 day of November, 2020.

10
11 Arizona Board of
12 Psychologist Examiners

12 

13
14 Heidi Herbst Paakkonen
15 Executive Director

12 
13
14 Scott Padilla, Psy.D.
15 Respondent

16 **ORIGINAL** filed

17 This 6 day of November, 2020 to:

18 Arizona State Board of Psychologist Examiners
19 1740 W. Adams St., Suite 3403
20 Phoenix, Arizona 85007

21 **COPY** of the foregoing mailed by Certified Mail No. 9489009000276155201893

22 This 6 day of November, 2020 to:

23 Scott Padilla, Psy.D.
24 Address on Record
25 Respondent

26 **COPY** of the foregoing mailed by USPS regular mail

27 This 6 day of November, 2020 to:

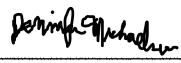
28 Dan Cavett, Esq.
Cavett & Fulton, P.C.
6035 E. Grant Road

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Tucson, AZ 85712
Attorney for Respondent

COPY of the foregoing via email (jeanne.galvin@azag.gov)
This 6 day of November, 2020 to:

Jeanne M. Galvin
Assistant Attorney General
2005 North Central Ave. SGD/LES
Phoenix, Arizona 85004
jeanne.galvin@azag.gov
Attorney for the State of Arizona

By: 
9059921