

BEFORE THE BOARD OF PSYCHOLOGIST EXAMINERS
FOR THE STATE OF ARIZONA

In the Matter of:

Case No. 21-25

Connie Pyburn, Ph.D.,

Holder of License No. PSY-003631
 For the Practice of Psychology
 In the State of Arizona.

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

In the interest of a prompt and judicious settlement of the above-captioned matter before the Arizona Board of Psychologist Examiners ("Board") and consistent with public interest, statutory requirements and responsibilities of the Board and pursuant to A.R.S. § 32-2061 *et seq.*, and A.R.S. § 41-1092.07(F)(5), Connie Pyburn, Ph.D. ("Respondent"), holder of License No. PSY-003631 and the Board enter into this Consent Agreement for Voluntary Surrender of Psychologist License ("Consent Agreement") as the final disposition of this matter.

JURISDICTION

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

2. Respondent is the holder of license number PSY-003631 for the practice of psychology in the State of Arizona.

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

RECITALS

Respondent understands and agrees that:

4. The Board and Respondent enter into this Consent Agreement to promptly and

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

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

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

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

10 8. Respondent acknowledges and agrees that the acceptance of this Consent Agreement
11 is 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 9. Respondent understands that this Consent Agreement does not constitute a dismissal
14 or resolution of any other matters currently pending before the Board, if any, and does not constitute
15 any waiver, express or implied, of the Board's statutory authority or jurisdiction regarding any other
16 pending or future investigation, action or proceeding.

17 10. 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 as
20 may be appropriate now or in the future relating to this matter other matters concerning Respondent,
21 including violations of the Arizona's Consumer Fraud Act. Respondent acknowledges that, other
22 than with respect to the Board, this Consent Agreement makes no representations, implied or
23 otherwise, about the views or intended actions of any other state agency or officer or political
24 subdivision of the state relating to this matter or other matters concerning Respondent.

25 11. This Consent Agreement shall be subject to the approval by the Board and shall be
26 effective only when approved by the Board and signed by the Board's Executive Director. In the
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1 In his complaint and supplemental statement dated August 4, 2021, Complainant alleged the
2 following, in part:

- 3 a. During -the time that Complainant was working at Respondent's practice,
4 Respondent insisted that her grandson/Complainant's son ("Son") be evaluated for
5 Autism by a "neutral" professional ("DR"), to which Complainant ultimately
6 agreed.
- 7 b. Respondent- failed to inform Complainant that DR, a psychologist resident
8 (unlicensed) who would be performing the evaluation, was working under
9 Respondent's supervision.
- 10 c. There are several pieces of information in DR's evaluation report that came from
11 Respondent, as Complainant did not supply the information to DR during the
12 evaluation process.
- 13 d. Complainant discovered an email from DR to Respondent dated August 10, 2019,
14 in which DR asked for Respondent's input regarding her draft report and noted
15 that she wanted Respondent's feedback prior to reporting the results.
- 16 e. Respondent denied to Complainant that she gave DR any information but
17 Complainant found Respondent's handwritten notes in the file.
- 18 f. Respondent maintained a "dirty" "unorganized" and "HIPAA noncompliant"
19 practice, in which confidential files were stored in an unsecure, open space
20 underneath Respondent's desk at her practice;
- 21 g. Complainant was the victim of a violent crime in 2017 and received notification
22 from the Maricopa County Crime Victim Compensation Program ("Victims
23 Services") that they would pay for up to \$5,000 in mental health services for
24 Complainant.
- 25 h. Complainant's mental health issues became exasperated in 2018 as a result of the
26 crime and Respondent reminded Complainant that she was an approved provider
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- 1 for Victims Services and could provide the trauma counseling to Complainant,
2 which he agreed to.
- 3 i. Respondent provided individual therapy to Complainant in 2019 during the time
4 he was working at her practice.
- 5 j. Respondent told Complainant that she would give him the money that she received
6 from Victims Services for the services provided so he could use it for tuition.
- 7 k. Complainant participated in six therapy sessions with Respondent where EMDR
8 was provided but then the sessions just stopped.
- 9 l. Respondent required Complainant bill Victims Services for \$4,500 despite only
10 providing six therapy sessions.
- 11 m. During Respondent's testimony at a family court hearing concerning Complainant
12 and Respondent's daughter, Respondent disclosed confidential information that
13 was discussed during Complainant's therapy sessions.
- 14 n. Respondent forged documentation and added information to session notes for a
15 previous Board complaint "to make it look like she covered all her bases".
- 16
- 17 4. With his complaint, Complainant supplied DR's August 10, 2019 email to Respondent
18 and DR's August 3, 2019 evaluation report for Son, which was signed by both DR and Respondent.
19 The report provides a mental health diagnosis for Son and recommendations related to schooling.
- 20
- 21 5. In Respondent's July 20, 2021 initial complaint response and September 2, 2021
22 supplemental response, she represented the following in response to the allegations, in part:
- 23 a. There are no scope or practice issues with Respondent being involved in Son's
24 evaluation. She has a deep background in juvenile psychology, including all
25 aspects of treating juveniles with autism/ASD.
- 26 b. Complainant was a willing participant in Son's evaluation and had typed the
27 Informed Consent Addendum that he signed, which indicated that he authorized
28 DR to conduct the evaluation and that Respondent would review any work DR

- 1 performed and would co-sign the report.
- 2 c. Respondent's input into RD's evaluation report was minimal, did not alter any of
- 3 DR's ultimate conclusions, and was professionally appropriate.
- 4 d. There is no statute, regulation or standard that would make it a "per se violation"
- 5 for Respondent to participate in Son's evaluation even though she is his
- 6 grandmother.
- 7 e. There is no evidence that the multiple relationship was improper, as required for
- 8 an ethical violation. Nor is there any evidence that her role as the grandmother
- 9 would ever lead to the expectation that her objectivity, competence or
- 10 effectiveness as a psychologist could be impaired.
- 11 f. Respondent vehemently denies the allegation that she ever lied to the Board, court
- 12 or any other tribunal.
- 13 g. There is zero evidence to support Complainant's allegations surrounding
- 14 Respondent's "unethical and reckless" practice.
- 15 h. Respondent appropriately protected her clients' confidentiality and kept client files
- 16 in a locked cabinet. Furthermore, during the time that Complainant worked for
- 17 Respondent, she had him sign a "Statement of Confidentiality" form in which he
- 18 agreed to keep all documents confidential and to not be shared with anyone else.
- 19 i. Respondent never provided mental health services to Complainant nor invoiced
- 20 Victims Services for such services.
- 21 j. Until receiving notice of this allegation, Respondent was unaware that
- 22 Complainant fraudulently billed Victims Services for \$2,250 and in no way
- 23 participated in the fraud.
- 24 k. Any submission of invoices for such services was done by Complainant and not
- 25 by Respondent or anyone else working at her office.
- 26 l. Respondent is currently working with Victims Services to investigate and cure any
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1 issues.

2 m. During the time that Complainant was working for Respondent, she developed an
3 interest in Somatic Experience. As part of her studies, Respondent twice asked
4 Complainant if she could practice this modality on him, which he agreed to.

5 n. During these practice sessions, Respondent did not act in a clinical or diagnostic
6 fashion nor did she ask Complainant questions about behavioral health issues he
7 might have been experiencing.

8 o. Respondent ran through a script of how to conduct the Somatic Experience
9 modality with Complainant for practice so that she could be more comfortable
10 with the phrases and language used for the modality.
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12 6. On September 14, 2021, Respondent provided documentation to reflect that she had
13 submitted reimbursement checks to Victims Services in the amount of \$2,250.

14 7. On September 29, 2021, in response to Board staff's request for supporting
15 documentation, Complainant submitted the following documents:

16 a. Four handwritten progress notes and one handwritten treatment plan for
17 Complainant's therapy sessions occurring in 2019. All notes were signed and dated
18 by Respondent.

19 b. A completed "Crime-Related Counseling Need Assessment" form (typed and
20 handwritten) with Respondent's signature (not dated), which includes a request for
21 reimbursement of \$1,575.00 from Victims Services for Complainant's sessions
22 occurring between March – June 2019. The form contained handwritten
23 information regarding Complainant's areas of impairment, treatment goals, and
24 methods to accomplish the goals.
25

26 c. A completed "Crime-Related Counseling Need Assessment – Extension" form
27 (typed and handwritten) with Respondent's signature and dated on November 5,
28 2019 regarding a request for reimbursement for sessions occurring between July –

1 November 2019. The form contained handwritten information regarding
2 Complainant's areas of impairment, treatment goals, and methods to accomplish
3 the goals.

4 d. Two letters from the Maricopa County Attorney's Office addressed to Respondent,
5 dated November 12, 2019 and January 9, 2020, which indicate that checks are
6 enclosed in the amounts of \$787.50 and \$1,462.50, for a total of twenty service
7 dates for Complainant.

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9 8. During the investigation, Board staff inquired of Respondent if she possessed
10 documentation of the "practice sessions" with Complainant. A September 14, 2021 correspondence
11 from Respondent's attorney responded that Respondent did not document these sessions.

12 9. On October 26, 2021, Respondent submitted a written statement that addressed the
13 documentation supplied by Complainant on September 29, 2021, which indicated the following:

- 14 a. As noted in previous responses, Respondent recalled practicing Somatic
15 Experience on Complainant a couple of times while she was learning that
16 modality and include notes commonly seen in Somatic Experience sessions.
- 17 b. The progress notes provided by Complainant support this, and reference the
18 modality.
- 19 c. The Board was previously informed that Respondent did not recall taking any
20 notes during those sessions.
- 21 d. The progress notes submitted by Complainant demonstrate that Respondent may
22 have misremembered.
- 23 e. Respondent is not in possession of any copies of any of these progress notes, and
24 she does not have a clinical file for Complainant. Respondent assumes
25 Complainant removed his clinical file from her office.
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- 1 f. Respondent acknowledges the handwriting on the treatment plan provided by
2 Complainant appears to be hers, but she does not recall the circumstances
3 behind the execution of the document.
- 4 g. Respondent does not possess of any the documentation submitted by
5 Complainant related to the Crime Victim Compensation program. She
6 previously disclosed to the Board everything in her possession related to
7 Complainant billing Victims Services.
- 8 h. She acknowledges that these documents appear to contain her signature and
9 handwriting in places, however, she does not recall the circumstances behind
10 the conception and execution of these documents.
- 11 i. Respondent reiterates that she never conspired with Complainant to
12 fraudulently bill Victims Services for therapy sessions that he never received
13 nor was she aware that he had billed Victims Services for services he never
14 received.
- 15 j. Respondent was also not aware that Complainant received compensation from
16 Victims Services nor that her practice might have received compensation for
17 services she never provided. Once it was brought to her attention, she took
18 measures to ensure Victims Services was refunded.

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21 10. Respondent has elected to voluntarily surrender her psychologist license in lieu of
22 further administrative proceedings.

23 CONCLUSIONS OF LAW

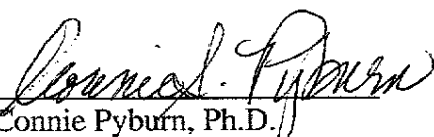
- 24 1. The conduct and circumstances alleged above constitute unprofessional conduct
25 pursuant to:
- 26 a. A.R.S. § 32-2061(16)(o), engaging in activities as a psychologist that are
27 unprofessional by current standards of practice;

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1 4. 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
 6 DATED this 13 day of December, 2021.

7
 8 Arizona Board of
 9 Psychologist Examiners

10 

11 Connie Pyburn, Ph.D.
 12 Respondent

13 

14 Heidi Herbst Paakkonen
 15 Executive Director

16 **ORIGINAL** electronically filed
 17 this 13 day of December, 2021 with:

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 USPS Certified Mail No. 9489009000276155201718
 22 this 13 day of December, 2021 to:

23 Connie Pyburn, Ph.D.
 24 Address on Record
 25 Respondent

26 **COPY** of the foregoing mailed by USPS regular mail
 27 this 13 day of December, 2021 to:

28 Flynn Carey, Esq.
 One Renaissance Square
 2 North Central Avenue, Suite 1450
 Phoenix, AZ 85004
 Attorney for Respondent

COPY of the foregoing via email (jeanne.galvin@azag.gov)
 this 13 day of December, 2021 to:

 Jeanne M. Galvin

1 Assistant Attorney General
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3 Phoenix, Arizona 85004
4 Jeanne.galvin@azag.gov
5 Attorney for the State of Arizona
6 By: Jennifer Michaelson
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