

BEFORE THE BOARD OF PSYCHOLOGIST EXAMINERS
FOR THE STATE OF ARIZONA

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In the Matter of)
Margaret St. John, Ph.D.)
Holder of License No. 1116)
for the Practice of Psychology)
in the State of Arizona)

Case No. 2012-01

AZ PSYCHOLOGY BOARD

FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
CONSENT AGREEMENT

On August 17, 2012, the Arizona Board of Psychologist Examiners ("Board") met in open session to discuss the above-referenced case. Margaret St. John, Ph.D. ("Licensee") was present, with her legal counsel, Faren Akins, Esq. After discussion, consideration and deliberation, the Board voted to offer a Consent Agreement in lieu of commencing an Informal Interview

JURISDICTION

1. The Arizona State Board of Psychologist Examiners is the state agency authorized pursuant to A.R.S. §32-2061 *et seq.*, and the rules promulgated thereunder, found in the 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. Licensee holds a license to practice as a psychologist in the State of Arizona, License number 1116, issued December 14, 1984, pursuant to A.R.S. §32-2071 *et seq.*

3. Pursuant to A.R.S. § 41-1092.07(F)(5), the Board adopts the Findings of Fact and Conclusions of Law for the Consent Agreement as set forth below.

4. The Licensee and the Board enter into this Consent Agreement in order to promptly and judiciously resolve these matters, consistent with the public interest and statutory requirements of this Board. The Consent Agreement shall be effective when signed by the Board's Executive Director. The Consent Agreement constitutes a public record and shall be maintained as part of Licensee's file with the Board.

CONSENT AGREEMENT

Licensee understands and agrees that:

5. The Board has jurisdiction over Licensee and the subject matter pursuant to

1 A.R.S. § 32-2061 *et seq.*

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

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

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

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

16 10. The Consent Agreement, once approved by the Board and signed by the
17 Licensee, shall constitute a public record which may be disseminated as a formal action of the
18 Board.

19 FINDINGS OF FACT

20 11. W.K. and the Complainant, N.C.A., were in an extra-marital relationship in
21 1998, which lead, in part, to W.K. getting divorced from his wife at the time.

22 12. Dr. St. John first became involved with W.K. through a referral from a physician
23 for assisting the children of the marriage during the divorce process.

24 13. Dr. St. John first met with Complainant, N.C.A. during W.K.'s divorce, when
25 she met with N.C.A, and performed an evaluation.

26 14. After the divorce, N.C.A and W.K. married, and beginning in 2000, Dr. St. John
27 treated N.C.A. and W.K., both individually and together. Most often the treatment was
28 individual in nature, but Dr. St. John did treat W.K. and N.C.A. together for consultation,
which was agreed to by the spouses.

15. Dr. St. John continued to treat both spouses individually when the couple
separated in 2007, and divorced in 2008.

16 Dr. St. John attempted to refer N.C.A. and W.K. to other psychologists, but N.C.A. declined referrals.

17 Dr. St. John's treatment of N.C.A. ended in 2010 when N.C.A. informed Dr. St. John she was seeking treatment from a new psychologist.

18 Dr. St. John does not generally engage in simultaneous treatment of spouses or family members.

19 Dr. St. John failed to retain all of her records relating to her treatment of N.C.A., including documentation of informed consent, for the required time period.

20 Dr. St. John wrote a statement for W.K. regarding the treatment of N.C.A., which was used in Family Court without first obtaining consent from N.C.A.

CONCLUSIONS OF LAW

21 The conduct and circumstances described above constitute unprofessional conduct pursuant to A.R.S. § 32-2061(13)(h) for failing or refusing to maintain and retain adequate business, financial or professional records pertaining to the psychological services provided to a client by failing to maintain patient records for the required period of time as set forth in A.A.C. R4-16-106(C).

22 The conduct and circumstances described above constitute unprofessional conduct pursuant to A.R.S. § 32-2061(A)(13)(o) - Providing services that are unnecessary or unsafe or otherwise engaging in activities as a psychologist that are unprofessional by current standards of practice for the manner in which Licensee continued to treat N.C.A. and made a statement to Family Court without having forensic training.

23 The conduct and circumstances described above constitute unprofessional conduct pursuant to A.R.S. § 32-2061(f) for failing to obtain a client's informed and written consent to release personal or otherwise confidential information to another party unless the release is otherwise authorized by law by not maintaining informed consent forms for the required period of time, and by providing information to the Family Court without first obtaining N.C.A.'s informed consent.

24 The conduct and circumstances described above constitute unprofessional conduct pursuant to A.R.S. § 32-2061(A)(13)(dd) - Violating an ethical standard adopted by the Board, American Psychological Association, Ethical Principles of Psychologists and Code of Conduct: 3.05 Multiple Relationships (a) A multiple relationship occurs when a psychologist

1 is in a professional role with a person and (1) at the same time is in another role with the same
2 person, (2) at the same time is in a relationship with a person closely associated with or related
3 to the person with whom the psychologist has the professional relationship, or (3) promises to
4 enter into another relationship in the future with the person or a person closely associated with
5 or related to the person. A psychologist refrains from entering into a multiple relationship if the
6 multiple relationships could reasonably be expected to impair the psychologist's objectivity,
7 competence, or effectiveness in performing his or her functions as a psychologist, or otherwise
8 risks exploitation or harm to the person with whom the professional relationship exists.
9 Licensee entered into a multiple relationship by counseling N.C.A. individually, at the same
10 time and after Licensee had provided individual and joint counseling to her husband W.K.

11 ORDER

12 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree as
13 follows:

14 25. **Continuing Education and Practice Advisor:** Pursuant to A.R.S. §32-2081(Q)
15 the Board has determined that the Licensee's conduct in RFI No. 2012-01 warrants disciplinary
16 action. After the complaint was referred to the full Board by the Complaint Screening
17 Committee, Licensee has obtained six hours of Continuing Education in Ethics in the practice
18 of psychology in the field of multiple relationships, situations requiring specialized training in
19 forensic psychology, as well as proper retention and documentation of patient files. In
20 addition, Licensee received practice advice through one-on-one consultation with David
21 McPhee, Ph.D., ABPP. Dr. St. John met with Dr. McPhee on three occasions for consultation.
22 These consultations included in-person meetings and homework assignments, which consisted
23 of Dr. St. John preparing five essays on relevant topics. Dr. McPhee indicated, in a report to the
24 Board, that Dr. St. John received extensive consultation and took the opportunity to update her
25 knowledge of best practices for psychotherapy, both in general and as it relates to this matter.
26 Therefore, the Board acknowledges that Dr. St. John has successfully completed the
27 requirements outlined in this Consent Agreement.

28 26. **Compliance:** The Board accepts the actions already completed by Dr. St. John
to satisfy remedial measures required. No further actions are required.

27 27. **Costs:** All costs associated with the compliance with this Consent Agreement
are the responsibility of Licensee.

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2 28. **Voluntary Entry:** Licensee has read and understands this Consent Agreement,
3 as set forth herein, and has had the opportunity to discuss this Consent Agreement, with an
4 attorney or has waived the opportunity to discuss this Consent Agreement, with an attorney.
5 Licensee voluntarily enters into this Consent Agreement, for the purpose of avoiding the
6 expense and uncertainty of an administrative hearing.

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

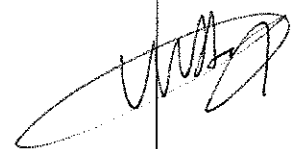
14 30. **Future Consideration:** Licensee understands that this Consent Agreement, or
15 any part thereof, may be considered in any future disciplinary action against her.

16 31. **Final Resolution:** The parties agree that this Consent Agreement constitutes
17 final resolution of this matter.

18 32. **Other Matters:** Licensee understands that this Consent Agreement does not
19 constitute a dismissal or resolution of other matters currently pending before the Board, if any,
20 and does not constitute any waiver, express or implied, of the Board's statutory authority or
21 jurisdiction regard any other pending or future investigation, action or proceeding. Licensee
22 also understands that acceptance of this Consent Agreement does not preclude any other
23 agency, subdivision or officer of this state from instituting other civil or criminal proceedings
24 with respect to the conduct that is the subject of this Consent Agreement.

25 33. **Effective Date:** Licensee understands that the foregoing Consent Agreement
26 shall not become effective unless and until adopted by the Board of Psychologist Examiners
27 and executed on behalf of the Board. Any modification to this original document is ineffective
28 and void unless mutually approved by the parties in writing.

 34. **Public Record:** Licensee understands that this Consent Agreement is a public
record that may be publicly disseminated as a formal action of the Board.



1 DATED this 15th day of October, 2012.

2 ARIZONA BOARD OF
3 PSYCHOLOGIST EXAMINERS

4
5 Margaret St. John Ph.D.
6 Margaret St. John, Ph.D.
7 Licensee

By: Cindy Olvey, Psy.D.
Cindy Olvey, Psy.D.
Executive Director

8 ORIGINAL of the foregoing filed this
9 20th day of September, 2012, with:

10 The Arizona State Board of Psychologist Examiners
11 1400 West Washington, Suite 235
12 Phoenix, Arizona 85007

13 COPY mailed by Certified Mail, No. 700922500002 7170 7261
14 this 20th day of September, 2012, to:

15 Margaret St. John, Ph.D.
16 Address on Record

17 COPY mailed
18 this 20th day of September, 2012, to:

19 Faren Akins
20 Renaud Cook Drury Mesaros, P.A.
21 One North Central, Ste. 900
22 Phoenix, AZ 85004

23 COPY of the foregoing mailed by interagency
24 this 20th day of September, 2012, to:

25 Jeanne M. Galvin, AAG
26 Office of the Attorney General
27 CIV/LES
28 1275 West Washington
Phoenix, Arizona 85007

By: Megan Martin