

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

3
4 In the Matter of:

5 Julio Ramirez, Ph.D.

6 Holder of License No. 3556
7 for the Practice of Psychology
8 in the State of Arizona

Case No.: 14-08

**FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
CONSENT AGREEMENT**

9
10 On November 7, 2014, the Arizona Board of Psychologist Examiners (“Board”) met in open
11 session to discuss the above-referenced case. Julio Ramirez, Ph.D. (“Licensee”) was present with his
12 legal counsel, Larry Cohen, Esq. After discussion, consideration and deliberation, the Board voted to
13 offer a Consent Agreement in lieu of commencing an Informal Interview.

14 **JURISDICTION**

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

19 2. Licensee holds a license to practice as a psychologist in the State of Arizona, License
20 number 3556, issued February 12, 2003, pursuant to A.R.S. § 32-2071 *et seq.*

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

23 **CONSENT AGREEMENT**

24 Licensee understands and agrees that:

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

1 5. The Board has jurisdiction over Licensee and the subject matter pursuant to A.R.S. §
2 32-2061, *et. seq.*

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

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

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

10 9. Although Licensee does not agree that all of the allegations in the Request for
11 Investigation are supported by the evidence, Licensee acknowledges that it is the Board's position that
12 if this matter proceeded to formal hearing the Board could establish sufficient evidence to support a
13 conclusion that certain of Licensee's conduct constituted unprofessional conduct. Licensee therefore
14 has agreed to enter into this Consent Agreement as an economical and practical means of resolving
15 the issues raised in the Request for Investigation.

16 10. The Consent Agreement shall be subject to the Board's approval and shall be effective
17 only when signed by the Executive Director and accepted by the Board. In the event that the Board
18 does not approve this Consent Agreement, it is withdrawn and shall be of no evidentiary value and
19 shall not be relied upon nor introduced in any action by any party, except that the parties agree that if
20 the Board rejects this Consent Agreement and this case proceeds to hearing, Licensee shall assert no
21 claim that the Board was prejudiced by its review and discussion of this document or any other
22 records relating thereto.

23 11. The Consent Agreement, once approved by the Board and signed by the Executive
24 Director, shall constitute a public record that may be disseminated as a formal action of the Board.

25 ...

26 ...

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1 **FINDINGS OF FACT**

2 12. On February 27, 2014, the Board received a Request for Investigation that alleged
3 multiple acts of unprofessional conduct that, if found by the Board to be factually supported, could
4 justify this Board in taking action against Licensee.

5 13. Licensee, while confident that he could demonstrate that some of the allegations are
6 not supported by the facts, concedes that other allegations are supported by the facts.

7 14. The allegations raise issues concerning the timely submission of an evaluation needed
8 for an immigration application and not obtaining informed, written consent as it relates to the release
9 of confidential information and collecting a fee then failing to deliver the services requested by the
10 client.

11 15. Licensee agrees that his failure to be fully informed of the client's needs resulted in
12 his failure to timely submit an evaluation needed for immigration.

13 16. Licensee further agrees that he allowed a third party to be present during an evaluation
14 interview based upon verbal consent, but without obtaining written consent from the client for the
15 third party to be present.

16 17. Licensee further agrees that he retained a fee for his services despite failing to deliver
17 the evaluation report requested by the client in time for the immigration action for which the report
18 was needed.

19 18. Since these events occurred Licensee has implemented new office practices that
20 directly address the concerns implicated in this case. Specifically, Licensee has revised his client
21 intake forms to include a space for documenting the deadline for any requested report. Licensee has
22 also incorporated forms to document a client's informed consent to the presence of any other person
23 during a clinical interview as well as the release of confidential information to any third party.

24 19. After reviewing the allegations in the Request for Investigation, Licensee has
25 implemented practices designed to prevent similar situations from arising in the future and has
26 completed Continuing Education ("CE") courses to address the issues raised in the complaint.

27 ...

1 the Practice Monitor, the frequency and the duration of the meetings may be decreased thereafter. The
2 Practice Monitor shall review with Licensee office practices generally and Licensee's practices in
3 particular as they relate to new client intakes, completing evaluation reports, and maintaining
4 confidentiality. The Practice Monitor shall submit to the Board quarterly reports of the meetings, to
5 include topics covered and any modifications made to Licensee's practice. The Practice Monitor shall
6 provide reports to the Board 30 days after the end of each quarter. The first quarter shall begin on the
7 effective date of this Order. Prior to the conclusion of the probationary period, the Practice Monitor is
8 to complete a final written report to the Board summarizing his interaction with Licensee, topics
9 discussed, areas of progress, matters of remaining concern and overall impressions. The final report
10 shall be submitted to the Board within 30 days of the end of the last quarter of the term of probation.
11 Licensee shall present this Order to the Board approved Practice Monitor prior to the date of the first
12 meeting. The first meeting between Licensee and his Practice Monitor shall occur within 30 days of
13 the effective date of this Order.
14

15 27. Within ten (10) business days of the effective date of this Consent Agreement,
16 Licensee shall enter into an agreement with one of the following psychologists to serve as his Practice
17 Monitor:
18

19 John Moran, Ph.D.
20 J.A. Moran, Ph.D., PLLC
21 1730 E. Northern Avenue, Suite 112
22 Phoenix, AZ 85020
23 602-795-4449

24 Lawrence Sideman, Ph.D.
25 Argosy University/Phoenix
26 2233 West Dunlap Avenue
27 Phoenix, AZ 85021
 602-216-3104

1 Bhupin Butaney, Ph.D.
2 Scottsdale Psychology Group
3 8360 E. Raintree Drive, Suite 235
4 Scottsdale, AZ 85260
5 (480) 993-3463

6 28. If, during the probation period, the Practice Monitor is unable or unwilling continue to
7 act as Licensee's Practice Monitor, within ten (10) business days of the Practice Monitor's
8 termination of the practice monitor relationship, Licensee shall contact the Board in writing and
9 request additional names of other potential Practice Monitors approved by the Board. Licensee shall
10 notify the Board of his new Practice Monitor within 10 business days after the names of additional
11 Practice Monitors are provided.

12 29. **RESTITUTION:** Licensee shall within thirty days deliver to the client who
13 submitted Request for Investigation No. 14-08 the sum of \$450, the principal amount paid, plus an
14 additional \$100, representing the time value of the fee that has been retained. Licensee shall notify the
15 Board in writing when such restitution has been made. If, after thirty days, Licensee has been unable
16 to locate the client in order to make restitution, Licensee will inform the Board in writing and submit
17 documentation of the efforts that Licensee has made to locate the client.

18 30. **TERMINATION OF PROBATION:** At the end of twelve months, unless otherwise
19 ordered by the Board, Licensee may petition the Board, in writing, and request termination from
20 probation and monitoring. If the Board determines that Licensee has not complied with all the
21 requirements of this Consent Agreement, the Board may either (a) continue the probation, including
22 the Practice Monitor, or (b) institute proceedings for noncompliance with this Consent Agreement,
23 which may result in the suspension, revocation or other disciplinary and/or remedial action.

24 31. **CONTINUED APPLICATION OF TERMS:** If, between the effective date of this
25 Consent Agreement and the termination of Licensee's probation by the Board, Licensee fails to renew
26 his license while under this Consent Agreement and subsequently applies for a license, the remaining
27

1 terms of this Consent Agreement, including probation and monitoring, shall be imposed if the
2 application for licensure is granted.

3 32. **EFFECTIVE DATE:** Licensee understands that the foregoing Consent Agreement
4 and Order shall not become effective unless and until adopted by the Board of Psychologist
5 Examiners and executed on behalf of the Board. Any modification to this original document is
6 ineffective and void unless mutually approved by the parties in writing.

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8 33. **CONSIDERATION IN FUTURE ACTIONS:** Licensee understands that this
9 Consent Agreement and Order, or any part thereof, may be considered in any future disciplinary
10 action against him.

11 34. **FINAL RESOLUTION:** This Consent Agreement and Order constitute a final
12 resolution of this disciplinary matter but does not constitute a dismissal or resolution of other matters
13 currently pending before the Board, if any, and does not constitute any waiver, expressed or implied,
14 of the Board's statutory authority or jurisdiction regarding any other pending or future investigations,
15 actions or proceedings. Further, this Consent Agreement and Order does not preclude any other
16 agency, subdivision or officer of this State from instituting other civil or criminal proceedings with
17 respect to the conduct that is the subject of this Consent Agreement and Order.

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19 35. **TIME:** Time is of the essence with regard to this Consent Agreement and Order.

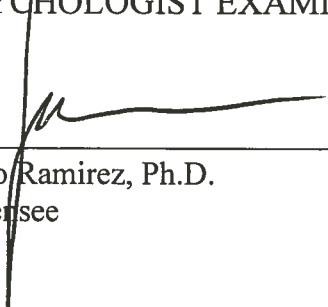
20 36. **COSTS:** The Licensee shall be responsible for all costs incurred as a result of his
21 compliance with this Consent Agreement and Order.

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23 37. **NON-COMPLIANCE:** If Licensee fails to comply with the terms of this Consent
24 Agreement and Order the Board shall properly institute proceedings for noncompliance with this
25 Order, which may result in suspension, revocation, or other disciplinary and/or remedial actions.
26 Violation of this Order is a violation of A.R.S. § 32-2061(15)(aa), which is "violating a formal board
27 order, consent agreement, term of probation or stipulated agreement."

1 38. **PUBLIC RECORD:** This Consent Agreement and Order are a public record that may
2 be publicly disseminated as a formal action of the Board.

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4 DATED THIS 26th day of January, 2015.

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6 ARIZONA BOARD OF
7 PSYCHOLOGIST EXAMINERS

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10 _____
11 Julio Ramirez, Ph.D.
12 Licensee

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

13 ORIGINAL of the foregoing filed

14 this 26th day of January 2015, with:
15 The Arizona State Board of Psychologist Examiners
16 1400 West Washington, Suite 240
17 Phoenix, Arizona 85007

18 COPY mailed by Certified Mail, No. 7009 2250 0001 7372 7800

19 this 26th day of January 2015, to:

20 Julio Ramirez, Ph.D.
21 Address on Record

22 COPY mailed

23 this 26th day of January 2015, to:

24
25 Larry Cohen
26 The Cohen Law Firm
27 P.O.Box 10056
Phoenix, AZ 85064

1 COPY of the foregoing mailed by interagency

2 this 26th day of January 2015, to:

3

4 Jeanne M. Galvin, AAG
5 Office of the Attorney General

6 CIV/LES
7 1275 West Washington
8 Phoenix, Arizona 85007

9

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By: 

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