

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

3 In the Matter of:

Case No. 23-06

4 **PAUL NOCKELS, PH.D.**

5 Holder of License No. PSY-005040
6 For the Practice of Psychology,
7 In the State of Arizona,

8 Respondent.

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

9
10 In the interest of a prompt and judicious settlement of the above-captioned matter before
11 the Arizona Board of Psychologist Examiners ("Board") and consistent with public interest,
12 statutory requirements and responsibilities of the Board and pursuant to A.R.S. § 32-2061 *et seq.*,
13 and A.R.S. § 41-1092.07(F)(5), Paul Nockels, Ph.D. ("Respondent"), holder of License No. PSY-
14 005040 and the Board enter into this Consent Agreement for Voluntary Surrender of Psychologist
15 License ("Consent Agreement") as the final disposition of this matter.

16 **JURISDICTION**

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

21 2. Respondent is the holder of license number PSY-005040 for the practice of
22 psychology in the State of Arizona.

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

25 **RECITALS**

26 Respondent understands and agrees that:

27 1. The Board and Respondent enter into this Consent Agreement to promptly and
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 of 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 as
20 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 agency
24 or officer or political subdivision of the state relating to this matter or other matters concerning
25 Respondent.

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 In the event that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied upon nor introduced in any action by any party, except the parties agree that should the Board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

9. The Consent Agreement, once approved by the Board and signed by the Respondent and the Executive Director, shall constitute a public record, which may be disseminated as a formal action of the Board and shall be reported to the National Practitioner Data Bank.

10. It is the Respondent's position that the evidence does not support all the Findings of Fact set forth in this Consent Agreement but he does acknowledge that upon the conclusion of the Board's investigation into this matter, the Board could establish sufficient evidence to support a conclusion that certain of Respondent's conduct constituted unprofessional conduct.

11. Respondent voluntarily enters into this Consent Agreement for the purpose of avoiding the expense, uncertainty, and prolonged time involved in further administrative proceedings. The issues contained herein are resolved by settlement and not actually litigated. Any allegations and findings herein may not be used for *res judicata* or collateral estoppel effect in any subsequent civil proceedings for any claims of professional liability or negligence by or on behalf of any complainant(s).

FINDINGS OF FACT

1. Respondent is the holder of license no. PSY-005040 for the practice of psychology in the State of Arizona. The license was issued on November 8, 2018.

2. At all relevant times, Respondent maintained a private practice in Flagstaff, AZ.

3. From August 2019 through July 15, 2022, Respondent provided therapy to a female client, H.B., who at the time therapy began was 28 years old. Respondent terminated therapy in July of 2022, as she had decided to seek therapy from other professionals.

1 4. In August of 2022, the Board received an anonymous complainant that Respondent
2 was engaged in a dual relationship with H.B.

3 5. According to the complainant, H.B. had shared in late 2021, that H.B. was receiving
4 therapy from Respondent. Additionally, H.B. had shared that the therapy was going well but that
5 Respondent had asked H.B. to spend time outside of therapy. The complainant maintains that H.B.
6 declined as she was romantically involved with another individual.

7 6. Respondent noted that he had 111 sessions with H.B. that covered numerous issues.
8 Respondent denied having a dual relationship with H.B.

9 7. During the Board's investigation of this matter, Staff reviewed Respondent's cell
10 phone records.¹ Comparing those records with the cell number H.B. provided on the in-take from,
11 there were 122 text messages exchanged between Respondent and H.B. between October 1, 2021
12 and July 15, 2022.

13 8. With respect to telephone calls exchanged between Respondent and H.B., there
14 were 102 phone calls, between January 4, 2022 and July 15, 2022. The data shows that the majority
15 of the telephone calls were approximately 60 minutes in length, although some calls were several
16 hours in length.

17 9. When first requested to provide H.B.'s clinical record, Respondent declined citing
18 concern for H.B.'s mental health status. Upon Staff's insistence, he supplied the clinical records
19 (the records are in electronic format). Part of the record included a 12-page typed "chart note" by
20 Respondent which purported to be a log of his text communications with H.B. between June 2022
21 and July 2022, with a description of the exchanges that occurred. Notably, the record notes that it
22 was created on August 27, 2022, and last updated on September 22, 2022. These dates are after
23 Respondent received notification of the complaint and after the staff requested that he submit the
24 entire clinical record.

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26
27 ¹ Board staff sent a subpoena to Respondent's cell phone carrier on October 3, 2022, requesting data from
28 Respondent's cell phone. The carrier explained that it only retains data for correspondences for one year and that they
are unable to supply the content of the messages.

1 10. On January 24, 2023, Respondent contacted Board staff and expressed interest in
2 surrendering his license as he had decided to pursue other professional endeavors.

3 CONCLUSIONS OF LAW

4 1. The conduct set forth in the above Findings of Fact constitutes unprofessional
5 conduct as defined by A.R.S. § 32-2061(16)(h), failing or refusing to maintain and retain adequate
6 business, financial or professional records pertaining to the psychological services provided to a
7 client or patient.

8 2. A.R.S. §32-2061(16)(o), providing services that are unnecessary or unsafe or
9 otherwise engaging in activities as a psychologist that are unprofessional by current standards of
10 practice.

11 3. A.R.S. § 32-2061(16)(dd), violating an ethical standard adopted by the Board as it
12 pertains to section 3.05 (Multiple Relationships) of the American Psychological Association's
13 Ethical Principles of Psychologists and Code of Conduct.

14 ORDER

15 Pursuant to A.R.S. §32-2081(S), the Board has determined that the Respondent's conduct
16 in Complaint No. 23-06 warrants disciplinary action. Based upon the foregoing Findings of Fact
17 and Conclusions of Law, the parties agree to the provisions and penalties imposed as follows:

18 1. Upon the effective date of this Consent Agreement, Respondent's license number
19 PSY-005040 for the practice of psychology in the State of Arizona shall be surrendered. Once the
20 surrender is effectuated, **Respondent shall not practice psychology in the State of Arizona or**
21 **hold himself out as a licensed psychologist in the State of Arizona. Respondent shall take all**
22 **necessary action to delete any references in any business cards, stationary, or other**
23 **publications to his being a psychologist in the State of Arizona.** The effective date of this
24 Consent Agreement is the date the Consent Agreement is accepted by the Board as evidenced by
25 the signature of the Board's Executive Director or her designee.

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

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

11
12 4. Respondent understands that this Consent Agreement, or any part thereof, may be
13 considered in any future disciplinary action against him or in any future decision regarding re-
14 licensure.

15 5. The parties agree that this Consent Agreement does not constitute a dismissal or
16 resolution of other matters currently pending before the Board, if any, and does not constitute any
17 waiver, expressed or implied, of the Board's statutory authority or jurisdiction regarding any other
18 pending or future investigation, action or proceeding. Respondent also understands that acceptance
19 of the Consent Agreement does not preclude any other agency, subdivision or officer of this state
20 from instituting other civil or criminal proceedings with respect to the conduct that is subject of
21 this Consent Agreement. The parties agree that this Consent Agreement is a final adjudication of
22 Complaint No. 23-06.

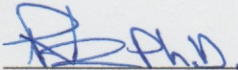
23
24 6. Respondent understands that the foregoing Consent Agreement shall not become
25 effective unless and until adopted by the Board and executed on behalf of the Board. Any
26 modification to this original document is ineffective and void unless mutually approved by both
27 parties in writing.

28 7. Respondent understands that this Consent Agreement is a public record and may

1 be publicly disseminated as a formal action of the Board and shall be reported to the National
2 Practitioner Data Bank.

3
4 DATED this 10 day of February, 2023.

5 Arizona Board of
6 Psychologist Examiners

7 

8 Paul Nockels, Ph.D.
9 Respondent



Heidi Herbst Paakkonen
Executive Director

10
11 **ORIGINAL** filed electronically
12 This 10 day of February, 2023 with:

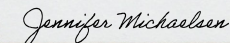
13 Arizona State Board of Psychologist Examiners
14 1740 W. Adams St., Suite 3403
15 Phoenix, Arizona 85007

16 **COPY** of the foregoing mailed by Certified Mail No. 70212720000061790523
17 And electronic mail this 10 day of February, 2023 to:

18 Paul Nockels, Ph.D.
19 Address on Record / Email Address on Record
20 Respondent

21 **COPY** of the foregoing via email (jeanne.galvin@azag.gov)
22 This 10 day of February, 2023 to:

23 Jeanne M. Galvin
24 Assistant Attorney General
25 2005 North Central Ave. SGD/LES
26 Phoenix, Arizona 85004
27 Jeanne.galvin@azag.gov
28 Attorney for the State of Arizona

By: 
#10980546