

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

3   In the Matter of:

4   **SUE MOLER, Psy.D.**

5   Holder of License No. PSY-005408  
6   for the Practice of Psychology  
7   in the State of Arizona

}   **Case No. 23-09**

}   **CONSENT AGREEMENT AND**  
}   **ORDER FOR CONTINUING**  
}   **EDUCATION**

8           On February 10, 2023, the Arizona Board of Psychologist Examiners ("Board") met  
9   virtually in open session to discuss the above-referenced case. Sue Moler, Psy.D. ("Respondent")  
10   appeared virtually with her attorney, Joseph Schenk, Esq. After discussion, consideration, and  
11   deliberation, the Board voted to offer Respondent this Consent Agreement and Order for  
12   Continuing Education in lieu of further administrative proceedings.

13                   **JURISDICTION**

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

17           2.   Respondent is the holder of license number PSY-005408 for the practice of  
18   psychology in the State of Arizona.

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

21                   **RECITALS**

22           Respondent understands and agrees that:

23           1.   The Board and Respondent enter into this Consent Agreement to promptly and  
24   judiciously resolve these matters, consistent with the public interest and the statutory  
25   requirements of the Board.

26           2.   Respondent has the right to consult with an attorney before entering into this  
27   Consent Agreement.  
28

1           3.     Respondent has a right to a formal public hearing concerning this case where she  
2 could present evidence and cross-examine witnesses. Respondent irrevocably waives any right  
3 to such a hearing, rehearing or review or to any judicial review or other appeal of this matter upon  
4 this Consent Agreement becoming effective.

5           4.     Although Respondent does not agree that all of the allegations in Complaint No.  
6 23-09 are supported by the evidence, Respondent acknowledges that it is the Board's position  
7 that if these matters proceeded to formal hearing, the Board could offer sufficient evidence to  
8 support a conclusion that certain of Respondent's conduct constituted unprofessional conduct.  
9 Therefore, Respondent has agreed to enter into this Consent Agreement as an economical and  
10 practical means of resolving the issues alleged in the Complaint.

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

18           6.     The Consent Agreement, once approved by the Board, evidenced by the signature  
19 of the Executive Director or her designee and signed by the Respondent, shall constitute a public  
20 record that may be disseminated as a formal action of the Board and shall be reported to the  
21 National Practitioner Data Bank.

22           7.     Respondent voluntarily enters into this Consent Agreement for the purpose of  
23 avoiding the expense, uncertainty, and prolonged time involved in further administrative  
24 proceedings. The issues contained herein are resolved by settlement and not actually litigated.  
25 Any allegations and findings herein may not be used for *res judicata* or collateral estoppel effect  
26 in any subsequent civil proceedings for any claims of professional liability or negligence by or  
27 on behalf of Complainant(s).  
28

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

4           9.     Respondent understands that this Consent Agreement does not constitute a  
5 dismissal or resolution of any other matters currently pending before the Board, if any, and does  
6 not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction  
7 regarding any other pending or future investigation, action or proceeding.

8           10.    Furthermore, and notwithstanding any language in this Consent Agreement, this  
9 Consent Agreement does not preclude in any way any other state agency or officer or political  
10 subdivision of this state from instituting proceedings, investigating claims, or taking legal action  
11 as may be appropriate now or in the future relating to this matter other matters concerning  
12 Respondent, including but not limited to, violations of Arizona's Consumer Fraud Act.  
13 Respondent acknowledges that, other than with respect to the Board, this Consent Agreement  
14 makes no representations, implied or otherwise, about the views or intended actions of any other  
15 state agency or officer or political subdivision of the state relating to this matter or other matters  
16 concerning Respondent.  
17

18           11.    Respondent acknowledges and agrees that, upon signing this Consent Agreement  
19 and returning this document to the Board's Executive Director, she may not revoke acceptance  
20 of the Consent Agreement or make any modifications to the document regardless of whether the  
21 Consent Agreement has been signed by the Executive Director. Any modification to this original  
22 document is ineffective and void unless mutually agreed by the parties in writing.

23           12.    This Consent Agreement is subject to the approval of the Board and is effective  
24 only when accepted by the Board and signed by the Executive Director. In the event that the  
25 Board does not approve this Consent Agreement, it is withdrawn and shall be of no evidentiary  
26 value and shall not be relied upon nor introduced in any action by any party, except that the  
27 parties agree that should the Board reject this Consent Agreement and this case proceeds to  
28 hearing, Respondent shall assert no claim that the Board was prejudiced by its review and


1 discussion of this document or any records relating thereto.

2 13. If a court of competent jurisdiction rules that any part of this Consent Agreement  
3 is void or otherwise unenforceable, the remainder of the Consent Agreement shall remain in full  
4 force and effect.

5 14. Respondent understands that any violation of this Consent Agreement constitutes  
6 unprofessional conduct and may result in disciplinary action, pursuant to A.R.S. §32-  
7 2061(16)(aa).  
8

9 15. Respondent agrees that the Board will adopt the following Findings of Fact,  
10 Conclusions of Law and Order.  
11

12 ACCEPTED AND AGREED BY RESPONDENT:  
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15 Sue Moler, Psy.D.  
16 Respondent  
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2/27/2023  
Date

### FINDINGS OF FACT

1. Respondent was issued her psychologist license by the Board on April 15, 2021.

2. Since obtaining licensure, Respondent has been employed as a licensed psychologist with LifeStance Health, Inc. ("Agency").

3. In July 2021, a 15 year old female ("Client") began individual therapy services with a licensed psychologist at Agency. Client's parents divorced in 2010, and they have shared joint legal custody of Client since that time. Custody proceedings were ongoing in family court.

4. Only Mother signed Agency's intake paperwork for Client's treatment.

5. Client was subsequently transferred to Respondent's caseload, as the prior therapist was only able to provide sessions in a virtual capacity whereas Respondent was able to meet in person for sessions at one of Agency's offices, which the parents preferred.

6. Client's first session with Respondent took place on September 16, 2021.

7. Respondent had a virtual meeting with Mother and Father on September 22, 2021, to obtain background information and to discuss treatment goals. This appointment occurred before Client's second session.

8. During the course of therapy, in March of 2022, Client submitted a petition for emancipation with the Maricopa Superior Court. She was 16 years old at the time. These proceedings were separate from the parent's custody case in family court.

9. The Court subsequently appointed a Guardian Ad Litem ("GAL") for Client regarding her pending emancipation case.

10. The GAL contacted Respondent regarding Client's treatment. Respondent obtained Mother's written consent to release information to the GAL but did not obtain Father's written consent.

11. At the GAL's request, Respondent authored a two paragraph letter, dated July 18, 2022, in which she stated that she was in support of Client's emancipation. The letter contained information from Respondent's perspective that justified her support of Client's emancipation. Respondent submitted the letter to the GAL but she did not provide the parents with a copy. The

1 letter was not addressed to anyone.

2 12. The GAL submitted the letter to the Court in anticipation of an upcoming  
3 evidentiary hearing that was scheduled for August 23, 2022, regarding the emancipation petition.

4 13. The GAL, acting in her capacity as the legal representative of Client, then had a  
5 Superior Court Subpoena served on Respondent, requiring her to appear at the scheduled hearing  
6 and provide testimony. While Respondent did obtain Mother's consent on June 24, 2022, to speak  
7 with the GAL, she did not obtain Father's written consent to speak with the GAL. Additionally,  
8 Respondent did not formally object to the subpoena, and she did not obtain written consent from  
9 either prior to her testimony.

10 14. Respondent testified at the August 23, 2022, hearing regarding Client's treatment.

11 15. Client's next and last session with Respondent occurred on August 31, 2022. At that  
12 time, Respondent notified Client that treatment was being terminated as Respondent believed the  
13 therapeutic relationship had deteriorated as a result of Father's interference. Respondent provided  
14 names of other licensed professionals during this session. Respondent's "Termination  
15 Summary" indicates that, "Her father had some therapeutic interfering behaviors, leading the  
16 therapist to not feel safe and damage the therapeutic alliance between client and therapist." This  
17 was Client's last session with Respondent.

18 16. Agency issued a letter addressed to the parents on September 1, 2022, indicating  
19 that Client's treatment has been terminated "as it appears that [Agency] is not an appropriate  
20 provider of care for you at this time." The names of three licensed professionals at other agencies  
21 were listed in the letter along with the information for a behavioral health hospital.

22 17. On September 9, 2022, Father filed a complaint with the Board against Respondent.  
23 The complainant alleged, *inter alia*, that Respondent:  
24

- 25 a. Has done irreparable harm to Client by failing to properly treat her trauma.
- 26 b. Failed to include the parents in the counseling and provided them with very little
- 27 information about Client's treatment.
- 28 c. Inserted herself in the court case by writing a letter to the Court and only



1 provided the letter to the GAL, not the parents, which they only received after  
2 the court hearing.

3 d. Made an inappropriate recommendation in her letter regarding Client's  
4 emancipation despite acknowledging during her subsequent testimony that she  
5 has no prior knowledge or experience with emancipation matters.

6 e. Inappropriately terminated Client's treatment.

7 f. Shared information with Client that Father reported to Respondent by email  
8 about his concerns regarding Client.

9 g. Her actions have resulted in the deterioration of Client and Father's relationship.  
10

11 18. Following submission of this complaint, the Court denied Client's petition for  
12 emancipation, noting in a minute entry dated October 18, 2022, in part, that, "...the Court  
13 concludes [Client] has not met her burden of proof by clear and convincing evidence that  
14 emancipation is in her best interests. However, [Respondent's] testimony convinced this Court  
15 that maintaining the status quo is not presently in [Client's] best interests....The Court today  
16 heard from [Client], the GAL, Father, and Mother (through her counsel). (The Court  
17 acknowledges that Father takes issue with [Respondent's] testimony and conclusions, and he is  
18 not precluded from raising his objections or concerns in any family court proceeding.) The Court  
19 was also informed without contradiction that parents share 50-50 physical custody of [Client],  
20 meaning that [Client] resides for an entire week with one parent and then switches residence to  
21 the other parent's home for the following week. The Court believes that while emancipation is  
22 not in [Client's] best interests, temporary orders in the family court case are. The essence of  
23 [Respondent's] testimony was that the present custody arrangements are substantially interfering  
24 with [Client's] therapy and her ability to move beyond the previous trauma. In addition, it appears  
25 [Client's] positions were not presented in the family court case with the assistance of a best  
26 interests' attorney and that such an attorney is appropriate given the present family dynamics."  
27

28 19. During its investigation of the matter, the Board found that:

- 1 a. Respondent failed to obtain written consent from both parents prior to treating  
2 Client nor did Respondent verify that Father had provided informed written  
3 consent.  
4 Furthermore, Respondent failed to request or obtain the court documentation  
5 regarding the parents' custody arrangement and legal decision making  
6 authority for Client.  
7 b. Respondent failed to obtain informed written consent from both parents prior  
8 to providing information to the GAL.  
9 c. Respondent fell below the standard of care when issuing the letter dated July  
10 18, 2022. In that letter, Respondent renders an opinion on Client's request for  
11 emancipation without (1) fully understanding the requirements and  
12 consequences of emancipation; (2) conducting a complete evaluation/interview  
13 of all parties; and (3) regard to Client's capacity to function and live  
14 independently.  
15 d. Respondent acknowledged to the Board that she has no prior experience or  
16 knowledge of emancipation matters.  
17 e. Respondent did not object to the subpoena for her testimony nor did she seek  
18 the parents' written consent prior to providing testimony.  
19 f. Respondent shared various information with Client that Father reported to  
20 Respondent without asking him in advance if the concerns cited in his emails  
21 could be shared with Client. This contributed to the deterioration of Client and  
22 Father's relationship.  
23 g. The manner in which Respondent abruptly terminated Client's treatment was  
24 inappropriate in that termination was not communicated to Client.  
25

#### 26 CONCLUSIONS OF LAW

27 The conduct and circumstances described in Complaint No. 23-09, if supported by  
28 the evidence, would constitute unprofessional conduct pursuant to:



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

2. A.R.S. § 32-2061(16)(r), failing to obtain a client's or patient's informed and written consent to release personal or otherwise confidential information to another party unless the release is otherwise authorized by law.

3. A.R.S. § 32-2061(16)(dd), violating an ethical standard adopted by the Board as it pertains to sections 2.01 (Boundaries of Competence) and 3.10 (Informed Consent) of the American Psychological Association Ethical Principles of Psychologists and Code of Conduct.

## ORDER

1. Pursuant to A.R.S. § 32-2081(S), the Board has determined that the Respondent's conduct in Complaint No. 23-09 warrants disciplinary action. Based on the foregoing Findings of Fact and Conclusions of Law, IT IS ORDERED THAT:

2. **PROBATION:** Respondent's license as a psychologist is placed on probation for a minimum period of twelve (12) months from the effective date of this Consent Agreement, unless otherwise ordered by the Board. The effective date of this Consent Agreement is the date that it is signed by the Board's Executive Director, or her designee, on behalf of the Board.

3. **CONTINUING EDUCATION:** Within twelve (12) months of the effective date of this Consent Agreement and, in addition to the continuing education requirements that are required by rule for license renewal, Respondent shall complete an additional twelve (12) hours of continuing education in the areas of forensics and ethics (six hours each). All continuing education courses must be **pre-approved** by the Board's Executive Director or designee. Within fourteen (14) days of completing this continuing education, Respondent shall submit the certificates of completion to the Executive Director or designee.

4. **TERMINATION OF PROBATION:** At the end of three (3) months, and upon the completion of the continuing education requirements set forth above, Respondent may petition the Board, in writing, and request termination from probation. If the Board determines that Respondent has not complied with the requirements of this Consent Agreement, the Board

1 may either (a) continue the probation, or (b) institute proceedings for noncompliance with this  
2 Consent Agreement, which may result in the suspension, revocation, or other disciplinary or  
3 remedial action.

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

8 6. **CONSIDERATION IN FUTURE ACTIONS:** Respondent understands that  
9 this Consent Agreement, or any part thereof, may be considered in any future disciplinary action  
10 against her.

11 7. **FINAL RESOLUTION:** This Consent Agreement constitutes a final resolution  
12 of these disciplinary matters 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  
14 implied, of the Board's statutory authority or jurisdiction over any other pending or future  
15 investigations, actions, or proceedings. Further, this Consent Agreement does not preclude any  
16 other agency, subdivision, or officer of this State from instituting other civil or criminal  
17 proceedings concerning the conduct that is the subject of this Consent Agreement.

18 8. **TIME:** Time is of the essence with regard to this Consent Agreement.

19 9. **COSTS:** Respondent shall be responsible for all costs incurred as a result of her  
20 compliance with this Consent Agreement.

21 10. **NON-COMPLIANCE:** If Respondent fails to comply with the terms of this  
22 Consent Agreement, the Board may properly institute proceedings for noncompliance, which  
23 may result in suspension, revocation, or other disciplinary or remedial actions. Violation of this  
24 Consent Agreement is a violation of A.R.S. § 32-2061(16)(aa) ("violating a formal board order,  
25 consent agreement, term of probation or stipulated agreement").

26 11. **NON-RENEWAL OR LATE RENEWAL:** If Respondent fails to renew her  
27 license while under the terms of this Consent Agreement and subsequently applies for late  
28

1 renewal of license or a new license, the remaining terms of this Consent Agreement shall be  
2 imposed if the late renewal or reapplication for license is granted.

3 12. **TOLLING:** If Respondent for any reason stops practicing psychology in  
4 Arizona for more than 30 consecutive days or leaves Arizona to reside or practice psychology  
5 outside of Arizona, the periods of temporary or permanent residency or practice outside Arizona  
6 or the non-practice within Arizona do not reduce the duration of the terms under this Order.  
7 Respondent shall notify the Board in writing within five (5) business days of the dates of  
8 departure or the dates of non-practice in Arizona.

9 13. **PUBLIC RECORD:** This Consent Agreement is a public record that may be  
10 publicly disseminated as a formal Board action and reported to the National Practitioner Data  
11 Bank.

12  
13  
14 DATED this 10 day of March, 2023.  
15 March

16 ARIZONA BOARD OF  
17 PSYCHOLOGIST EXAMINERS

18 By: Heidi Herbst Paakkonen  
19 Heidi Herbst Paakkonen  
20 Executive Director

21 **ORIGINAL** filed electronically  
22 this 10 day of March, 2023 with:  
23 March

24 Arizona State Board of Psychologist Examiners  
25 1740 W. Adams St., Suite 3403  
26 Phoenix, AZ 85007

27 **COPY** mailed by regular and certified mail # 70212720000061790530  
28 this 10 day of March, 2023 to:  
29 March

30 Sue Moler, Psy.D.  
31 Address on Record  
32 Respondent

1  
2 **COPY** of the foregoing mailed by USPS regular mail  
3 this 10 day of ~~February~~, 2023 with:  
4 March

5 Joseph Schenk, Esq.  
6 2394 E. Camelback Road, Suite 600  
7 Phoenix, Arizona 85016  
8 jschenk@fennemorelaw.com  
9 Attorney for Respondent

10 **COPY** of the foregoing via email (jeanne.galvin@azag.gov)  
11 This 10 day of ~~February~~, 2023 with:  
12 March

13 Jeanne M. Galvin  
14 Assistant Attorney General  
15 2005 North Central Ave. SGD/LES  
16 Phoenix, Arizona 85004  
17 Attorney for the State of Arizona

18 By: Jennifer Michaelson  
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