

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

3
4 In the Matter of:
5 Susanne Mumby, Psy.D.,
6 Holder of License No. PSY-005166
7 For the Practice of Psychology
8 In the State of Arizona.

Case Nos. 21-14
22-01

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

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11 In the interest of a prompt and judicious settlement of the above-captioned matter before
12 the Arizona Board of Psychologist Examiners (“Board”) and consistent with public interest,
13 statutory requirements and responsibilities of the Board and pursuant to A.R.S. § 32-2061 *et seq.*,
14 and A.R.S. § 41-1092.07(F)(5), Susanne Mumby, Psy.D., (“Respondent”), holder of License No.
15 PSY-005166 and the Board enter into this Consent Agreement for Voluntary Surrender of
16 Psychologist License (“Consent Agreement”) as the final disposition of these matters.

17 **JURISDICTION**

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

22 2. Respondent is the holder of license number PSY-005166 for the practice of
23 psychology in the State of Arizona.

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

26 **RECITALS**

27 Respondent understands and agrees that:
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1 1. The Board and Respondent enter into this Consent Agreement to promptly and
2 judiciously resolve this matter, consistent with the public interest and the statutory requirements
3 of the Board.

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

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

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

11 5. Respondent has agreed to enter into this Consent Agreement as an economical
12 and practical means of resolving the issues alleged in the Complaints.

13 6. Respondent acknowledges and agrees that the acceptance of this Consent
14 Agreement is solely to settle these Board matters and does not preclude the Board from instituting
15 other proceedings as may be appropriate now or in the future.

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

20 8. Furthermore, and notwithstanding any language in this Consent Agreement, this
21 Consent Agreement does not preclude in any way any other state agency or officer or political
22 subdivision of this state from instituting proceedings, investigating claims, or taking legal action
23 as may be appropriate now or in the future relating to this matter other matters concerning
24 Respondent, including violations of the Arizona's Consumer Fraud Act. Respondent
25 acknowledges that, other than with respect to the Board, this Consent Agreement makes no
26 representations, implied or otherwise, about the views or intended actions of any other state
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1 agency or officer or political subdivision of the state relating to this matter or other matters
2 concerning Respondent.

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

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

14 11. While Respondent neither admits nor denies the Findings of Fact set forth in this
15 Consent Agreement, Respondent acknowledges that it is the Board's position that if this matter
16 proceeded to formal hearing the Board could establish sufficient evidence to support a conclusion
17 that certain of Respondent's conduct constituted unprofessional conduct. Respondent maintains
18 that her conduct in these matters did not constitute unprofessional conduct but she has elected to
19 enter into this Consent Agreement to avoid the cost and uncertainty of a formal administrative
20 hearing.

21 12. The issues contained herein are resolved by settlement and not actually litigated.
22 Any allegations and findings herein may not be used for *res judicata* or collateral estoppel effect
23 in any subsequent civil proceedings for any claims of professional liability or negligence by or on
24 behalf of Complainant(s).
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1 **FINDINGS OF FACT**

2 1. The Board issued Respondent a psychologist license in 2019. She has held various
3 positions since being licensed while also maintaining a private practice called Mosaic – Mumby
4 Psychological Services.

5 **CASE NO. 21-14**

6 2. In June of 2020, Respondent began working as a Clinical Therapist for Bayless
7 Integrated Health Care (“Agency”) at one of its clinics located in Phoenix, Arizona.

8 3. On March 10, 2021, the Board received a complaint from Agency’s Vice President
9 of Behavioral Health (“PD”). PD alleged, *inter alia*, that Respondent was not outreaching to
10 assigned patients in accordance with Agency’s expectation to engage patients in therapy services.
11 Despite addressing these issues with Respondent, the concerns regarding lack of attention to
12 administrative tasks and lack of patient outreach continued.

13 4. The Board found that on September 25, 2020, Respondent sent an email to Clinical
14 Director, stating that she would be going on leave until October 8, 2020. In this email,
15 Respondent reported that she had reached out to her clients and felt her caseload was in a good
16 place.

17 5. Respondent’s employment was subsequently terminated on January 4, 2021.

18 6. Respondent did not make adequate attempts to contact all active clients on her
19 caseload before taking leave from her position, or if she did, there is no documentation to reflect
20 this; in response to questioning from the CSC, Respondent was not able to clarify which clients
21 she contacted or did not contact; additionally, there is no documentation to reflect that Respondent
22 communicated with her supervisor to discuss a plan for transition of care and identify which
23 remaining clients needed to be contacted and as a result, some clients may have experienced an
24 unnecessary interruption of services or their care may not have been properly transitioned.
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27 **CASE NO. 22-01**

28 7. On July 13, 2021, the Board received a complaint from the parent (“Mother”) of a

1 teenage girl (“Daughter”) who received services from Respondent, alleging acts of unprofessional
2 conduct. Mother’s complaint alleges, *inter alia*, that in November of 2020, Respondent began
3 providing individual therapy to Daughter in a virtual capacity; Respondent canceled several
4 sessions throughout Daughter’s treatment between November of 2020 and February of 2021,
5 often with little notice and did not appear for virtual sessions that were scheduled on April 16,
6 2021 and April 22, 2021; Respondent did not respond to Mother’s texts in a timely manner
7 regarding concerns with changes in Daughter’s behavior or Respondent’s no-shows for two of
8 Daughter’s appointments; Daughter committed suicide on May 4, 2021; and Respondent failed to
9 provide Father with Daughter’s records in a timely manner.
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11 8. Complaint No. 22-01 was reviewed by the CSC on October 20, 2021. The CSC voted
12 to forward the complaint to the Board for further review. The CSC’s concerns were as follows
13 and are adopted by the Board as Findings of Fact on November 5, 2021:

- 14 a. Respondent failed to provide the complete client record despite multiple requests
15 from Board staff.
- 16 b. The client record submitted by Respondent did not contain the treatment plan,
17 correspondence with the parents, or consent paperwork from the parents.
- 18 c. The record did not contain any documents that indicate Respondent discussed the
19 limits of confidentiality with Daughter and the parents.
- 20 d. Some of the session note dates conflict with the dates reported having occurred by
21 Mother and there is no indication as to when the session and contract notes were
22 actually written by Respondent as she represents that they were completed on a
23 Word document and uploaded to a secure portal.
- 24 e. The client record does not make any mention that Daughter committed suicide or
25 why therapy stopped.
- 26 f. There appeared to be a lack of consistency in the Daughter’s treatment due to
27 Respondent canceling sessions or not appearing for scheduled virtual sessions.
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1 g. Respondent may not have been properly treating Daughter's symptoms as she
2 reported feeling worse as treatment was progressing. Additionally, the session
3 notes have conflicting information where is states from Daughter that her
4 symptoms have worsened but another part of the note states she is doing well.

5 h. Respondent was not was not prompt in supplying the parents with the requested
6 records and delayed in sending Mother the required paperwork to sign to release
7 the records to Father.

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9 9. On November 5, 2021, the Board conducted an initial review for Complaint Nos. 21-
10 14 and 22-01 and considered the allegations against Respondent. Respondent notified Board staff
11 by email approximately one hour in advance of the meeting start time that she would not be able
12 to attend the meeting but did indicate her willingness to relinquish her license. After conducting
13 the initial case reviews, the Board voted to offer Respondent this Consent Agreement, and if not
14 signed, the matters would be forwarded to a formal hearing at a later date.

15 **CONCLUSIONS OF LAW**

16 The conduct and circumstances described in the Complaint Nos. 21-14 and 22-01, if
17 supported by the facts alleged, would constitute unprofessional conduct pursuant to:

- 18 1. A.R.S. § 32-2061(16)(e), gross negligence in the practice of a psychologist;
- 19 2. A.R.S. § 32-2061(16)(h), failing or refusing to maintain and retain adequate
20 business, financial or professional records pertaining to the psychological services provided to a
21 client or patient;
- 22 3. A.R.S. § 32-2061(16)(o), providing services that are unnecessary or unsafe or
23 otherwise engaging in activities as a psychologist that are unprofessional by current standards of
24 practice;
- 25 4. A.R.S. § 32-2061(16)(cc), failing to make available to a client or patient or to the
26 client's or patient's designated representative, on written request, a copy of the client's or
27 patient's record, including raw test data, psychometric testing materials and other information as
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1 provided by law;

2 5. A.R.S. § 32-2061(16)(v), abandoning or neglecting a client or patient in need of
3 immediate care without making suitable arrangements for continuation of the care;

4 6. A.R.S. §32-2061(16)(dd), violating an ethical standard adopted by the Board as it
5 pertains to sections 2.06 (Personal Problems and Conflicts), 3.10 (Informed Consent), 3.12
6 (Interruption of Psychological Services), 4.02 (Discussing the Limits of Confidentiality), 6.02
7 (Maintenance, Disseminate, and Disposal of Confidential Records) and 10.10 (Terminating
8 Therapy) of the American Psychological Association Ethical Principles of Psychologists and
9 Code of Conduct.

10 **ORDER**

11 Pursuant to A.R.S. §32-2081(S), the Board has determined that the Respondent's conduct
12 in Complaint Nos. 21-14 and 22-01 warrants disciplinary action. Based upon the foregoing
13 Findings of Fact and Conclusions of Law, the parties agree to the provisions and penalties
14 imposed as follows:

15 1. Upon the effective date of this Consent Agreement, Respondent's license number
16 PSY-005166 for the practice of psychology in the State of Arizona shall be surrendered. Once the
17 surrender is effectuated, **Respondent shall not practice psychology in the State of Arizona or**
18 **hold herself out as a licensed psychologist in the State of Arizona. Respondent shall take all**
19 **necessary action to delete any references to her being a psychologist in any business cards,**
20 **stationary, publications or on-line.** The effective date of this Consent Agreement is the date the
21 Consent Agreement is accepted by the Board as evidenced by the signature of the Board's
22 Executive Director.

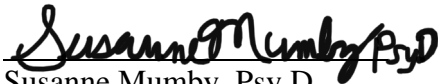
23 2. Respondent has read and understands this Consent Agreement as set forth herein,
24 and has had the opportunity to discuss this Consent Agreement with an attorney or has waived the
25 opportunity to discuss this Consent Agreement for the purpose of avoiding the expense and
26 uncertainty of an administrative hearing.
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1 3. Respondent understands that this Consent Agreement, or any part thereof, may be
2 considered in any future disciplinary action against her or in any future decision regarding re-
3 licensure.

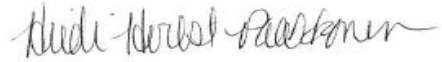
4 4. Respondent understands that the foregoing Consent Agreement shall not become
5 effective unless and until adopted by the Board and executed on behalf of the Board. Any
6 modification to this original document is ineffective and void unless mutually approved by both
7 parties in writing.

8 5. Respondent understands that this Consent Agreement is a public record and may
9 be publicly disseminated as a formal action of the Board and shall be reported to the National
10 Practitioner Data Bank.
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12 DATED this 15 day of February, 2022.

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17 Susanne Mumby, Psy.D.
18 Respondent

Arizona Board of
Psychologist Examiners


Heidi Herbst Paakkonen
Executive Director

19 **ORIGINAL** electronically filed
20 this 15 day of February, 2022 with:

21 Arizona State Board of Psychologist Examiners
22 1740 W. Adams St., Suite 3403
23 Phoenix, Arizona 85007

24 **COPY** of the foregoing mailed by USPS Certified Mail No. 9489009000276379774562
this 15 day of February, 2022 to:

25 Susanne Mumby, Psy.D.
26 Address on Record
27 Respondent

28 **COPY** of the foregoing via email (jeanne.galvin@azag.gov)
this 15 day of February, 2022 to:

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