

1 **BEFORE THE ARIZONA BOARD**
2 **OF BEHAVIORAL HEALTH EXAMINERS**

3 **In the Matter of:**

4 **Bradley R. Newman LPC-14056 & LISAC-**
5 **11721,**
6 **Licensed Professional Counselor and**
7 **Licensed Independent Substance Abuse**
8 **Counselor, in the State of Arizona.**

CASE NO. 2024-0151
CONSENT AGREEMENT

7 **RESPONDENT**

9 In the interest of a prompt and speedy settlement of the above captioned matter,
10 consistent with the public interest, statutory requirements and responsibilities of the Arizona
11 State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F)
12 and 41-1092.07(F)(5), Bradley R. Newman (“Respondent”) and the Board enter into this
13 Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as
14 a final disposition of this matter.

15 **RECITALS**

16 Respondent understands and agrees that:

17 1. Any record prepared in this matter, all investigative materials prepared or
18 received by the Board concerning the allegations, and all related materials and exhibits may be
19 retained in the Board’s file pertaining to this matter.

20 2. Respondent has the right to a formal administrative hearing at which Respondent
21 can present evidence and cross examine the State’s witnesses. Respondent hereby irrevocably
22 waives their right to such formal hearing concerning these allegations and irrevocably waives
23 their right to any rehearing or judicial review relating to the allegations contained in this Consent
24 Agreement.

25 ...

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

3 4. Respondent acknowledges and agrees that upon signing this Consent
4 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
5 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
6 original document is ineffective and void unless mutually approved by the parties in writing.

7 5. The findings contained in the Findings of Fact portion of this Consent Agreement
8 are conclusive evidence of the facts stated herein between only Respondent and the Board for
9 the final disposition of this matter and may be used for purposes of determining sanctions in any
10 future disciplinary matter.

11 6. This Consent Agreement is subject to the Board's approval, and will be effective
12 only when the Board accepts it. In the event the Board in its discretion does not approve this
13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
14 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
15 that Respondent agrees that should the Board reject this Consent Agreement and this case
16 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
17 review and discussion of this document or of any records relating thereto.

18 7. Respondent acknowledges and agrees that the acceptance of this Consent
19 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
20 other proceedings as may be appropriate now or in the future. Furthermore, and
21 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
22 preclude in any way any other state agency or officer or political subdivision of this state from
23 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
24 in the future relating to this matter or other matters concerning Respondent, including but not

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1 limited to violations of Arizona’s Consumer Fraud Act. Respondent acknowledges that, other
2 than with respect to the Board, this Consent Agreement makes no representations, implied or
3 otherwise, about the views or intended actions of any other state agency or officer or political
4 subdivision of the state relating to this matter or other matters concerning Respondent.

5 8. Respondent understands that once the Board approves and signs this Consent
6 Agreement, it is a public record that may be publicly disseminated as a formal action of the
7 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

8 9. Respondent further understands that any violation of this Consent Agreement
9 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
10 disciplinary action pursuant to A.R.S. § 32-3281.

11 10. The Board therefore retains jurisdiction over Respondent and may initiate
12 disciplinary action against Respondent if it determines that they have failed to comply with the
13 terms of this Consent Agreement or of the practice act.

14 The Board issues the following Findings of Fact, Conclusions of Law and Order:

15 **FINDINGS OF FACT**

16 1. Respondent is the holder of License Nos. LPC-14056 and LISAC-11721 for the
17 practice of counseling in Arizona.

18 2. On 12/29/23, the Board received a complaint from AHCCCS alleging that
19 Respondent was not appropriately providing clinical oversight as the BHP for DHS licensed
20 facilities.

21 3. The complaint alleged the following in part:

22 a. During an 11/29/23 on-site visit it was found Respondent was the overseeing
23 BHP for Agency 3.

24 b. Respondent indicated he conducts clinical supervision with Supervisee who
25 is a co-owner and BHT at Agency 3.

- 1 c. Supervisee then conducts clinical supervision with the BHPPs.
- 2 d. Despite Respondent stating he only conducts clinical supervision with
- 3 Supervisee, documentation submitted to AHCCCS has Respondent's
- 4 signature as the overseeing BHP on the clinical supervision forms with other
- 5 staff other than Supervisee.
- 6 e. The clinical supervision forms have Respondent's xeroxed signature with the
- 7 form then signed by several other staff members on varying dates.
- 8 f. Pursuant to A.A.C. R9-10-115, the clinical oversight is incomplete and not
- 9 occurring twice per month or once every two weeks.
- 10 g. A visit was also conducted on 10/17/23 at Agency 2 where similar concerns
- 11 were found and education was provided to Respondent regarding clinical
- 12 oversight and supervision.
- 13 h. This would suggest that Respondent was aware he was in violation of
- 14 AHCCCS policies and Arizona laws yet continued to take no action until the
- 15 11/29/23 on-site visit at Agency 3.

16 4. An 11/29/23 on-site visit report for Agency 3 included the following in part:

- 17 a. Failure to provide services that a BHRF is required to provide.
- 18 b. No valid signature on counseling notes.
- 19 c. Deficient oversight to BHTs and failure to provide clinical supervision to
- 20 BHPPS.
- 21 d. Progress notes are non-existent for anything other than BHP notes that are
- 22 missing the following:
- 23 • Signature.
 - 24 • Diagnosis.
 - 25 • Connection back to treatment plan.

- 1 e. A copy of a clinical supervision form is included, which shows the following:
- 2 • Respondent's signature is found on this form, and several other clinical
- 3 supervision forms for staff that he was not providing oversight to.
- 4 f. Per the report, the documented supervisions of Supervisee and two BHTs
- 5 appear to be altered/xeroxed copies of Respondent's signature.

6 5. A 03/24/24 Notice of Termination of Provider Participation Agreement and

7 Exclusion addressed to Agency 3 included:

- 8 a. On 10/17/23, DFSM Quality management team visited Agency 3.
- 9 b. The following issues were identified:
- 10 • Residents had access to materials that threaten health and safety.
- 11 • Failure to provide services that a BHRF is required to provide.
- 12 • Failure to maintain records.
- 13 • Deficient medical records.
- 14 • Deficient signatures and lack of signatures.
- 15 • Failure to report IAD.
- 16 • Lack of oversight by a Behavioral Health Professional (BHP).

17 6. Upon review of this information, Board staff subpoenaed employment records for

18 the four agencies Respondent represents he has worked for over the past several years and it

19 was found Respondent was the acting BHP at all four agencies and is still currently the BHP for

20 three of the agencies.

21 7. All of Respondent's job descriptions at each agency indicated he was

22 responsible for the clinical supervision and oversight of BHTs with the requirement to facilitate

23 clinical oversight at least twice monthly as required by rule.

24 8. Respondent represented the following:

25

- a. Prior to the on-site visit, staff at Agency 3 was primarily receiving their training through Relias which he now realizes was not sufficient oversight.
- b. At Agency 2, Respondent provides clinical oversight to roughly 20 BHPPs and half the staff come in the first half of the month then the other half of the staff come in during the second half of the month for supervision.
- c. At Agency 3, Respondent provided supervision to Supervisee and Supervisee would provide supervision to the BHPPs.
- d. Respondent acknowledged the BHPPs at Agency were not receiving the adequate clinical oversight as required by rules.
- e. Respondent was the one who filled out the supervision forms for BHPPs.
- f. At Agency 3, Respondent was responsible for training BHTs and BHPPs on assessments, treatment plans, and progress notes as well as signing off on these clinical documents.
- g. Respondent does not have an answer as to why the same deficiencies were found in a 10/17/23 audit of Agency 2 and an 11/29/23 audit of Agency 3, without making appropriate changes at Agency following the Agency 2 audit.
- h. Respondent acknowledged signing his name on one form and making copies of that form to be used which is why there was what appeared to be xeroxed copy of signature on supervision forms.
- i. Respondent represents he now ensures oversight is provided to BHTs at least every two weeks and BHPPs at least once monthly.

9. It is unclear how Respondent is able to provide adequate and appropriate clinical oversight to four different clinics acting as the BHP.

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1 10. AHCCCS in fact terminated two contracts with Agency 3 for deficient medical
2 records and lack of appropriate oversight which is part of Respondent's role and duties as the
3 BHP.

4 11. Respondent was informed of deficiencies and lack of clinical oversight in 10/23 at
5 Agency 2 and failed to implement any changes at Agency 3 where once again in 11/23 the
6 same concerns were noted.

7 12. AHCCCS rules require oversight of BHPPs and Respondent failed to provide
8 clinical oversight to BHPPs at Agency 3 until he was notified of the concern.

9 15. Respondent's signature was also present on the clinical oversight forms for
10 BHPPs at Agency 3 when he was in fact not providing the clinical oversight to them directly.

11 16. Respondent also endangered clients by not ensuring the proper and adequate
12 clinical oversight of BHTs and BHPPs was provided, which is required to ensure that clients are
13 in fact receiving the appropriate services and level of care.

14 **CONCLUSIONS OF LAW**

15 1. The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 *et seq.*
16 and the rules promulgated by the Board relating to Respondent's professional practice as a
17 licensed behavioral health professional.

18 2. The conduct and circumstances described in the Findings of Fact constitute a
19 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
20 recognized standards of ethics in the behavioral health profession or that constitutes a danger
21 to the health, welfare or safety of a client.

22 **ORDER**

23 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree to
24 the provisions and penalties imposed as follows:
25

1 1. Respondent's licenses, LPC-14056 and LISAC-11721, will be placed on
2 probation for 12 months, effective from the date of entry as signed below.

3 2. Respondent shall not practice under their license, LPC-14056 and LISAC-
4 11721, unless they are fully compliant with all terms and conditions in this Consent Agreement.
5 If, for any reason, Respondent is unable to comply with the terms and conditions of this
6 Consent Agreement, they shall immediately notify the Board in writing and shall not practice
7 under their license until they submit a written request to the Board to re-commence compliance
8 with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or
9 designee.

10 3. In the event that Respondent is unable to comply with the terms and conditions
11 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
12 such time as they are granted approval to re-commence compliance with the Consent
13 Agreement.

14 **Continuing Education**

15 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
16 12 months of the effective date of this Consent Agreement, Respondent shall complete 12 clock
17 hours of continuing education addressing clinical supervision. All required continuing education
18 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
19 submit a certificate of completion of the required continuing education.

20 **Clinical Consultant**

21 5. While on probation, Respondent shall submit to clinical consultation for 12
22 months by a masters or higher-level behavioral health professional licensed by the Arizona
23 Board of Behavioral Health Examiners at the independent level. Within 30 days of the date of
24 this Consent Agreement, Respondent shall submit the name of a clinical consultant for pre-

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1 approval by the Board Chair or designee. Also, within 30 days of the date of this Consent
2 Agreement, the clinical consultant shall submit a letter disclosing their prior relationship to
3 Respondent. In that letter, the clinical consultant must address why they should be approved,
4 acknowledge that they have reviewed the Consent Agreement and include the results of an
5 initial assessment and a consultant plan regarding the proposed consultation of Respondent.
6 The letter from the consultant shall be submitted to the Board.

7 **Focus and Frequency of Clinical Consultation**

8 6. The focus of the supervision shall relate quality of care, self-care, work load
9 management, adequate clinical oversight, and boundaries. Respondent shall meet with the
10 clinical consultant a minimum of once a month for the entire 12 months of probation.

11 **Reports**

12 7. Once approved, the consultant shall submit quarterly reports for review and
13 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
14 this Consent Agreement that need to be reported and the consultant shall notify the Board if
15 more frequent consultation is needed. Quarterly reports shall include the following:

- 16 a. Dates of each clinical consultation session.
- 17 b. A comprehensive description of issues discussed during consultation
18 sessions.

19 8. All quarterly consultation reports shall include a copy of clinical consultation
20 documentation maintained for that quarter.

21 9. After Respondent's probationary period, the consultant shall submit a final
22 summary report for review and approval by the Board Chair or designee. The final report shall
23 also contain a recommendation as to whether the Respondent should be released from this
24 Consent Agreement.

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1 **Change of Clinical Consultant During Probation**

2 10. If, during the period of Respondent’s probation, the clinical consultant determines
3 that they cannot continue as the clinical consultant, they shall notify the Board within 10 days of
4 the end of monitoring and provide the Board with an interim final report. Respondent shall
5 advise the Board Chair or designee within 30 days of cessation of monitoring by the approved
6 clinical consultant of the name of a new proposed clinical consultant. The proposed clinical
7 consultant shall provide the same documentation to the Board as was required of the initial
8 practice monitor.

9 **Therapy**

10 11. During the period of probation, Respondent shall attend therapy for 12 months
11 with a masters or higher-level behavioral health professional licensed at the independent level.
12 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of
13 their therapist and the therapist’s curriculum vitae for pre-approval by the Board Chair or
14 designee. Also, within 30 days of the date of this Consent Agreement, the therapist shall submit
15 a letter addressing why they should be approved, acknowledging that they have reviewed the
16 Consent Agreement and include the results of an initial assessment and a treatment plan
17 regarding the proposed treatment of Respondent. The proposed treatment plan shall address
18 the frequency of therapy required.

19 12. Upon approval, the Board will provide the therapist with copies of any required
20 evaluations completed at the request of the Board prior to this Consent Agreement and the
21 Board’s investigative report.

22 **Focus and Frequency of Therapy**

23 13. The focus of the therapy shall relate to burnout, selfcare, and boundaries.
24 Respondent shall meet with the therapist once monthly for the first 6 months, after 6 months the
25 frequency will be at the recommendation of the therapist.

1 **Reports**

2 14. Once approved, the therapist shall submit quarterly reports and a final summary
3 report to the Board for review and approval. The quarterly reports shall include issues presented
4 in this Consent Agreement that need to be reported and the therapist shall notify the Board if
5 more frequent therapy is needed. The reports shall address Respondent's current mental health
6 status, medications prescribed, if any, treatment recommendation, and shall report if, in their
7 professional opinion, Respondent becomes unable to practice psychotherapy safely and
8 competently. The final report shall also contain a recommendation as to whether the
9 Respondent should be released from this Consent Agreement.

10 **Change of Therapist**

11 15. In the event that, during the period of Respondent's probation, Respondent's
12 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new
13 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee
14 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued
15 treatment, the proposed therapist shall submit a letter addressing why they should be approved,
16 acknowledging that they have reviewed the Consent Agreement, and include the results of an
17 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

18 **GENERAL PROVISIONS**

19 **Provision of Clinical Supervision**

20 16. Respondent shall not provide clinical supervision to associate level licensees
21 accruing and submitting hours towards independent licensure while subject to this Consent
22 Agreement.

23 **Civil Penalty**

24 17. Subject to the provisions set forth in paragraph 18, the Board imposes a civil
25 penalty against the Respondent in the amount of \$1,000.00.

1 18. Respondent's payment of the civil penalty shall be stayed so long as Respondent
2 remains compliant with the terms of this Consent Agreement. If Board staff determines that
3 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
4 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
5 be automatically lifted and payment of the civil penalty shall be made by certified check or
6 money order payable to the Board within 30 days after being notified in writing of the lifting of
7 the stay.

8 19. Within 10 days of being notified of the lifting of the stay, Respondent may request
9 that the matter be reviewed by the Board for the limited purpose of determining whether the
10 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
11 receives the written request within 10 days or less of the next regularly scheduled Board
12 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
13 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
14 review.

15 20. The Board reserves the right to take further disciplinary action against
16 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
17 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
18 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
19 and the period of probation shall be extended until the matter is final.

20 21. If Respondent currently sees clients in their own private practice, and obtains any
21 other type of behavioral health position, either as an employee or independent contractor, where
22 they provide behavioral health services to clients of another individual or agency, they shall
23 comply with requirements set forth in paragraphs 22 through 24 below.

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1 22. Within 10 days of the effective date of this Order, if Respondent is working in a
2 position where Respondent provides any type of behavioral health related services or works in a
3 setting where any type of behavioral health, health care, or social services are provided,
4 Respondent shall provide the Board Chair or designee with a signed statement from
5 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
6 Consent Agreement. If Respondent does not provide the employer's statement to the Board
7 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
8 copy of the Consent Agreement.

9 23. If Respondent is not employed as of the effective date of this Order, within 10
10 days of accepting employment in a position where Respondent provides any type of behavioral
11 health related services or in a setting where any type of behavioral health, health care, or social
12 services are provided, Respondent shall provide the Board Chair or designee with a written
13 statement providing the contact information of their new employer and a signed statement from
14 Respondent's new employer confirming Respondent provided the employer with a copy of this
15 Consent Agreement. If Respondent does not provide the employer's statement to the Board
16 within 10 days, as required, Respondent's failure to provide the required statement to the Board
17 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
18 employer(s) with a copy of the Consent Agreement.

19 24. If, during the period of Respondent's probation, Respondent changes
20 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
21 extended leave of absence for whatever reason that may impact their ability to timely comply
22 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
23 the Board of their change of employment status. After the change and within 10 days of
24 accepting employment in a position where Respondent provides any type of behavioral health

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1 related services or in a setting where any type of behavioral health, health care, or social
2 services are provided, Respondent shall provide the Board Chair or designee a written
3 statement providing the contact information of their new employer(s) and a signed statement
4 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
5 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
6 the Board within 10 days, as required, Respondent's failure to provide the required statement to
7 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
8 Respondent's employer(s) with a copy of the Consent Agreement.

9 25. Respondent shall practice behavioral health using the name under which they
10 are licensed. If Respondent changes their name, they shall advise the Board of the name
11 change as prescribed under the Board's regulations and rules.

12 26. Prior to the release of Respondent from probation, Respondent must submit a
13 written request to the Board for release from the terms of this Consent Agreement at least 30
14 days prior to the date they would like to have this matter appear before the Board. Respondent
15 may appear before the Board, either in person or telephonically. Respondent must provide
16 evidence that they have successfully satisfied all terms and conditions in this Consent
17 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
18 this Consent Agreement have been met and whether Respondent has adequately demonstrated
19 that they have addressed the issues contained in this Consent Agreement. In the event that the
20 Board determines that any or all terms and conditions of this Consent Agreement have not been
21 met, the Board may conduct such further proceedings as it determines are appropriate to
22 address those matters.

23 27. Respondent shall bear all costs relating to probation terms required in this
24 Consent Agreement.

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1 28. Respondent shall be responsible for ensuring that all documentation required in
2 this Consent Agreement is provided to the Board in a timely manner.

3 29. This Consent Agreement shall be effective on the date of entry below.

4 30. This Consent Agreement is conclusive evidence of the matters described herein
5 and may be considered by the Board in determining appropriate sanctions in the event a
6 subsequent violation occurs.

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8 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

9 BradleyNewman LPC, LISAC Jul 19, 2024
BradleyNewman LPC, LISAC (Jul 19, 2024 08:44 PDT)
10 Bradley R. Newman Date

11 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

12 By: Meli Zavala Jul 19, 2024
13 TOBI ZAVALA, Executive Director Date
14 Arizona Board of Behavioral Health Examiners

15 **ORIGINAL** of the foregoing filed Jul 19, 2024
16 with:

17 Arizona Board of Behavioral Health Examiners
18 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

19 **EXECUTED COPY** of the foregoing sent electronically Jul 19, 2024
20 to:

21 Mona Baskin
22 Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

23 Bradley R. Newman
24 Address of Record
Respondent