



Governor  
Douglas A. Ducey

***Arizona Board of Psychologist Examiners***

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**Executive Director**

Jenna Jones

Sent US postal service and certified mail 70162140000069594596

November 14, 2018

Lynn Nunemacher, Psy.D.  
New Hope Psychological Services  
3651 E. Baseline Rd., Ste. E-204  
Gilbert, AZ 85234

Dear Dr. Nunemacher:

At the November 2, 2018, meeting the Board met in open session to discuss the Consent Agreement and Order for Probation, Continuing Education, Practice Restriction and Mentoring (Consent Agreement). After deliberations, the Board voted to accept the Consent Agreement. Enclosed is the fully effective Consent Agreement. If you have any questions regarding this matter, please contact the Board office at (602)-542-8159.

Sincerely,

Jenna Jones  
Executive Director

Cc: J. Arthur Eaves, Esq.  
Jeanne Galvin, A.A.G.

enclosure



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

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

6           4.       Respondent irrevocably waives any right to rehearing or review or to any  
7 judicial review or any other appeal of this matter.

8           5.       Respondent has agreed to enter into this Consent Agreement as an economical  
9 and practical means of resolving the issues alleged in the Complaint.

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12 event that the Board does not approve this Consent Agreement, it is withdrawn and shall be of  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

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

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

#### 27                               **FINDINGS OF FACT**

28          1.       On December 18, 2017, the Board received Complaint No. 17-36 that alleged acts

1 of unprofessional conduct that, if found by the Board to be factually supported, could justify  
2 the Board taking action against Respondent.

3 2. The allegations in Complaint No. 17-36 raise issues concerning Respondent's  
4 supervision of a trainee and the trainee's delivery of clinical services, compliance with statute  
5 and rules pertaining to supervision, informed consent for clients who receive services from  
6 trainees, payment arrangement for clients, stipend arrangement for trainees and establishing an  
7 accurate description of the trainee's status for clients.

8 3. In July 2014 Cyrus Behrana completed a master's degree in counseling.

9 4. Respondent was familiar with Mr. Behrana from having been his supervisor in  
10 connection with her role as Clinical Director at Desert Heights Academy, where Mr. Behrana  
11 received training as part of an education program that ultimately would result in his obtaining  
12 his master's degree.

13 5. She continued to be familiar with him and provided supervision when he returned  
14 to Desert Heights Academy as a full time employee after he obtained his master's degree,  
15 working in positions sometimes referred to as a clinician and other times as an intern.

16 6. When Mr. Behrana approached Respondent seeking clinical work experience in a  
17 private practice setting Respondent agreed to provide that supervision experience through her  
18 private practice, New Hope Psychological Services (New Hope) by implementing the same  
19 supervision model she used at Desert Heights Academy.

20 7. Mr. Behrana provided psychotherapy from September 2015 to September 2017  
21 under Respondent's supervision at New Hope.

22 8. Mr. Behrana notified the clients that Respondent was supervising him.

23 9. Respondent provided Mr. Behrana with clinical supervision for the clients he saw.

24 10. Although Mr. Behrana was not enrolled in a program nor was he an intern he  
25 used, with Respondent's knowledge, the title "intern in clinical psychology" when he interacted  
26 with clients.

27 11. Mr. Behrana's clients referred to him as their therapist.

28 12. Mr. Behrana collected money and engaged in unauthorized practice for more than

1 two and a half years while under the Respondent's supervision.

2 13. Respondent was aware that Mr. Behrana was charging New Hope clients to  
3 himself but denies knowing initially that he was charging some clients to Behrana Counseling.

4 14. Respondent did not provide Mr. Behrana with a W2 or a 1099 during the time Mr.  
5 Behrana provided therapeutic services to clients at New Hope because she did not consider him  
6 an employee or an agent of New Hope.

7 15. Respondent suggested to Mr. Behrana that he keep his money separate from New  
8 Hope for tax purposes.

9 16. Respondent was not familiar with the rules and statutes of the Arizona State Board  
10 of Behavioral Health Examiners (BBHE)(the board responsible for licensing counselors)  
11 regarding supervision, relying instead on Mr. Behrana to be familiar with the rules and statutes  
12 of the Board to which he intended eventually to apply for licensure.

13 17. Around September 2017, when the BBHE opened an investigation of Mr.  
14 Behrana's activities at New Hope, Respondent became aware for herself of BBHE's statutes  
15 and regulations.

16 18. While the BBHE investigation was pending, Respondent discovered that while  
17 working at New Hope Mr. Behrana created his own business, Behrana Counseling.

18 19. At that time Respondent directed Mr. Behrana to stop charging clients;  
19 Respondent intended to start paying Mr. Behrana directly through New Hope.

20 20. However, with the BBHE investigation pending Respondent and Mr. Behrana  
21 decided instead to discontinue the supervisory relationship, and either referred Mr. Behrana's  
22 clients to other providers or arranged for the clients to continue treatment with Respondent.

23 21. Respondent acknowledges that she should have familiarized herself with BBHE  
24 statutes and regulations before she commenced a clinical supervision relationship with Mr.  
25 Behrana in her private practice.

26 22. Respondent acknowledges that she should have complied but failed to comply  
27 with the BBHE statutes and regulations when providing clinical supervision to a person whose  
28 professional activities are within the scope of the BBHE.

23. Respondent admits that in providing a clinical supervision experience for Mr. Behrana in her private practice she was obliged to adhere to the principles and standards of the American Psychological Association Ethical Principles of Psychologists Code of Conduct, and in particular; Principle 7.01 Design of Education and Training Programs.

24. Respondent admits that in providing a clinical supervision experience for Mr. Behrana in her private practice she failed to adhere to the principles and standards of the American Psychological Association Ethical Principles of Psychologists Code of Conduct, and Principle 7.01 Design of Education and Training Programs.

### **CONCLUSIONS OF LAW**

1. The conduct and circumstances described in Complaint 17-36, if supported by the facts alleged, would constitute unprofessional conduct pursuant to: A.R.S. § 32-2061(16) (dd) for possibly violating an ethical standard adopted by the Board as it pertains to the American Psychological Association Ethical Principles of Psychologists Code of Conduct 7.01 Design of Education and Training Programs.

### **ORDER**

Pursuant to A.R.S. §32-2081(S) the Board has determined that the Respondent's conduct in Case No. 17-36 warrants disciplinary action. Based upon the foregoing Findings of Fact and Conclusions of Law, IT IS ORDERED THAT:

1. **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.

2. **CONTINUING EDUCATION:** 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 to address the issues raised in the Complaint. 17-36. Six (6) of the hours shall address supervision of trainees and the remaining hours shall address Informed Consent and Ethics. The continuing education shall be completed



1 prior to the termination of probation. Within fourteen (14) days of completing the continuing  
2 education, Respondent shall submit certificates of completion to the Board's Executive Director.  
3 Up to six (6) of the additional hours may be for continuing education completed within sixty (60)  
4 days prior to the execution of this Consent Agreement.

5 3. **PRACTICE RESTRICTION:** During the probationary period, Respondent  
6 shall refrain from providing any clinical supervision in connection with her private practice or  
7 in any other setting.

8 4. **PRACTICE MONITOR/MENTOR:** During the probationary period,  
9 Respondent shall meet for four (4) hours each month for the first three (3) months of the  
10 probationary period with a licensed psychologist pre-approved by the Board (Mentor) who is  
11 providing clinical supervision in the course of that licensed psychologist's private practice.  
12 After the first three (3) months, Respondent shall meet with the Mentor for two (2) hours each  
13 month for the remainder of the probationary period whether that be twelve (12) months or a  
14 shorter period as determined by the Board. The purpose of this mentoring is for the Respondent  
15 to receive professional guidance and input concerning the standard of care for providing  
16 supervision and the professional and ethical way to provide clinical supervision in a private  
17 practice setting.

18 The guidance and input shall at a minimum include following:

- 19 1. The establishment and formation of training plans and supervision;
- 20 2. Documentation of and record keeping in clinical supervision;
- 21 3. Obtaining client consent for supervision and interacting with clients in  
22 the course of providing clinical supervision;
- 23 4. Meeting with the supervisee and providing clinical supervision;
- 24 5. Charging for services provided by a clinical supervisee and receiving  
25 payment from patients for such services.
- 26 6. Compliance with state statute and rules pertaining to supervision.

27 The Mentor may supplement this list of issues with such other issues that the Mentor deems  
28 appropriate.

1           The Mentor shall submit to the Board quarterly reports confirming that the  
2 meetings took place and that in the course of meetings with the Respondent there was  
3 discussion about the above referenced topics. The report shall describe generally the other  
4 content concerning the delivery of clinical supervision that the mentor and the Respondent  
5 discussed. The report shall also include the Mentor's recommendations regarding the need for  
6 any additional remedial activities on the part of Respondent with respect to the establishment  
7 and formation of a clinical supervision experience and the delivery of clinical supervision  
8 services. The Respondent shall be responsible for all costs and expenses associated with the  
9 twelve hours of meeting with the Mentor and the preparation and submission of the report.

10           Respondent shall present this Order to the Board approved Mentor prior to the  
11 date of the first meeting. The first meeting between Respondent and her Mentor shall occur  
12 within 30 days of the effective date of this Order.

13           Within ten (10) business days of the effective date of this agreement,  
14 Respondent shall enter into an agreement with one of the following psychologists to serve as  
15 her Mentor, or Respondent may self-select a psychologist who is approved by the Board Chair  
16 and the Board's Executive Director. Respondent shall submit the name of the psychologist to  
17 the Board within ten days of entering into the agreement with the Mentor. The Mentor shall  
18 have no familial or business relationship with Respondent:

19  
20           Lynette Livesay, Psy.D.

21           3450 N. 3<sup>rd</sup> Street

22           Phoenix, AZ 85012

23           602-265-8338

24  
25           Wendy Bunn (Beghein), Psy.D.

26           3450 N. 3<sup>rd</sup> St.

27           Phoenix, AZ 85012

28           602-351-6905



1  
2 Diana Milner, Ph.D.  
3 11011 S. 48<sup>th</sup> St., Suite 200  
4 Phoenix, AZ 85044  
5 602-796-7081  
6

7 Lawrence Sideman, Ph.D.  
8 2233 W. Dunlap Avenue  
9 Phoenix, AZ 85021  
10 602-216-3104  
11  
12

13 If, during the probation period, the Mentor is unable or unwilling to continue to  
14 act as Respondent's Mentor, within ten (10) business days of the Mentor's termination of the  
15 relationship, Respondent shall contact the Board in writing and request additional names of  
16 other potential Mentor's approved by the Board. Respondent shall notify the Board of her new  
17 Mentor within 15 business days after the names of additional potential Mentors are provided.

18 5. **TERMINATION OF PROBATION:** At the end of one year, unless otherwise  
19 ordered by the Board, Respondent may petition the Board, in writing, and request termination  
20 from probation. Respondent may request termination of probation after six (6) months of  
21 probation and with the Mentor's recommendation. If the Board determines that Respondent  
22 has not complied with the requirements of this Consent Agreement, the Board may either (a)  
23 continue the probation, or (b) institute proceedings for noncompliance with this Consent  
24 Agreement, which may result in the suspension, revocation, or other disciplinary or remedial  
25 action.

26 6. **CONTINUED APPLICATION OF TERMS:** If, between the effective date of  
27 this Consent Agreement and the termination of Respondent's probation by the Board,  
28 Respondent fails to renew her license while under this Consent Agreement and subsequently

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

3 7. **EFFECTIVE DATE:** Respondent understands that the foregoing Consent  
4 Agreement 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.

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

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

17 10. **TIME:** Time is of the essence regarding this Consent Agreement.

18 11. **COSTS:** The Respondent shall be responsible for all costs incurred because of  
19 her compliance with this Consent Agreement.

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

25 14. **PUBLIC RECORD:** This Consent Agreement and Order is a public record that  
26 may be publicly disseminated as a formal action of the Board and shall be reported to the  
27 National Practitioner Data Bank.

28 DATED this 14<sup>th</sup> day of November, 2018.

ARIZONA BOARD OF  
PSYCHOLOGIST EXAMINERS

Lynn Nunemacher, Psy.D.  
Lynn Nunemacher, Psy.D.  
Respondent

By: Jenna Jones  
Jenna Jones  
Executive Director

ORIGINAL of the foregoing filed this  
14<sup>th</sup> day of November, 2018, with:

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

COPY mailed by US and certified postal service # 7016214600006959496  
This 14<sup>th</sup> day of November, 2018, to:

~~XXXXXXXXXX~~ Lynn Nunemacher, Psy.D.  
Address on Record

COPY mailed by US postal service  
This 14<sup>th</sup> day of November, 2018 to:

Larry Cohen, Esq.  
The Cohen Law Firm  
PO Box 10056  
Phoenix, AZ 85064-0056

COPY of the foregoing emailed  
this 14<sup>th</sup> day of November, 2018, to:

Jeanne M. Galvin, AAG  
Arizona Attorney General's Office  
SGD/LES  
2005 North Central Ave.  
Phoenix, Arizona 85004

By: Heather Brackley