

**BEFORE THE BEHAVIORAL HEALTH PROFESSIONALS BOARD
OF THE STATE OF IOWA**

RE: Marriage and Family Therapist License of BRYAN RANGE License No. 000413 RESPONDENT.	DIAL CASE NO.: 24IDPHBBS0001 CASE NOS.: 22-0137, 22-0394 SETTLEMENT AGREEMENT AND FINAL ORDER
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COMES NOW the Iowa Board of Behavioral Health Professionals (“Board”) and Bryan Range (“Respondent”), pursuant to Iowa Code §§ 17A.10(2), 272C.3(4), and chapter 154D, enter into this Settlement Agreement and Final Order (“Settlement Agreement”).

1. **Iowa License.** Respondent holds marriage and family therapy license number 000413. Respondent’s license is active and expires on September 30, 2026.
2. **Jurisdiction.** The Board has jurisdiction in this matter pursuant to Iowa Code chapters 17A, 147, 154D, and 272C as well as 645 Iowa Administrative Code Chapter 33.

A. STIPULATIONS

3. **Practice Setting:** Respondent practiced in Coralville, Iowa during the time-period relevant to these allegations.
4. **Statement of Charges:** On or about June 15, 2023, the Iowa Board of Behavioral Science¹ found probable cause to file a Notice of Hearing and Statement of Charges in this matter and charged Respondent with violating Rule 2.3 of the Code of Ethics of the American Association for Marriage and Family Therapy by not providing “reasonable access to records” concerning clients, in violation of Iowa Administrative Code rule 645-33.2(1)(a) and with engaging in unethical conduct in violation of Iowa Administrative Code rule 645-33.2(4).

¹ The Board of Behavioral Science has since merged into the Board of Behavioral Health Professionals.

5. **Allegations:**

- a. *Complaint Facts:* Respondent holds mental health counselor license 00413. On May 12, 2022, the Board received a complaint alleging Respondent refused to provide patient P.W. with notes from their sessions. On December 19, 202, the Board received an additional complaint against the Respondent alleging Respondent had engaged in unprofessional behavior. Subsequent investigation revealed Respondent had failed to keep adequate notes regarding P.W.'s sessions. Further investigation revealed Respondent had engaged in abusive communications with patient J.P. and unprofessional communications with her subsequent provider. Respondent's actions constituted a violation of Rule 2.3 of the American Association for Marriage and Family Therapy's Code of Ethics as well as Iowa Administrative Code rules 645-33.2(1)(a) and 645-33.2(4).
- b. *Subsequent Facts:* During the pendency of this case, Respondent has completed a PhD in Psychological and Quantitative Foundations at the University of Iowa. Respondent has also taken a six-hour course titled "Ethics and Risk Management in Behavioral Health: What Every Clinician Needs to Know About Mental Health and the Law" and another six-hour course titled "Anti-Racist Therapy: Clinical Tools for Cultural Responsiveness, Equity, and Healing." In addition, Respondent has been receiving mentorship from Sean Davis of the California School of Professional Psychology since November 2023, two times per month, and has spent approximately 32 hours engaged in paid supervision where he served in a mentorship role.
- c. Respondent states that he appreciates the Board's concerns in this case(s). Since the

inception of this case(s), Respondent has revised his policies and understands the importance of promptly providing patients with their records. Respondent further states, “While advising patients, I interjected myself because the counseling involved an interracial couple. I should not have interjected my thoughts, but I began to observe what I believed was abusive behavior by my patient and struggled with the best way to deal with it. I should have interacted with her in a more professional manner and explained my concerns to her about her abusive conduct. I understand that counseling an interracial couple creates a complex set of circumstances. When I saw areas of racism by my patient, I now understand I should have terminated my services as her counselor and recommended another counselor. I have felt the trauma of this case and its repercussions and have learned from the experience.”

B. SETTLEMENT AGREEMENT

6. Respondent denies any wrongdoing but acknowledges that the allegations in the Statement of Charges, if proven in a contested case hearing, would constitute grounds for the discipline agreed to in this Settlement Agreement. Respondent does not agree to any wrongdoing but enters into this Settlement Agreement to avoid the uncertainty and expense of a contested case proceeding.

7. To resolve this matter without proceeding to hearing, Respondent agrees to the following conditions:

- a. *Warning, Civil Penalty, and Practice Mentor*: Respondent shall be assessed a **CIVIL PENALTY** in the amount of \$500. Respondent shall pay the civil penalty within **ONE YEAR** from the date this Settlement Agreement is accepted by the Board. The check

shall be payable to “Treasurer of Iowa” and shall be deposited in the general fund. The civil penalty shall be mailed to the Board’s address listed below. Respondent shall also be **CITED** for violating the rules listed in paragraph 4 above and **WARNED** that future violations may result in further disciplinary action. Respondent shall also participate in a **PRACTICE MENTORSHIP PROGRAM** for a period of no less than **12 MONTHS** following the date this Settlement Agreement is entered by the Board. Respondent shall submit the name and credentials of a proposed practice mentor within **60 DAYS** of the date this Settlement Agreement is entered by the Board. The proposed practice mentor must be a licensed mental health provider in Iowa with no disciplinary history and have at least 10 years of experience. The practice mentor may not work at the same organization/business as Respondent.

- i. After receiving approval from the Board’s Executive, who may consult with one or more members of the Board when considering whether to approve the proposed practice mentor, Respondent shall meet with the practice mentor on no less than a quarterly basis. Virtual meetings are permissible. Respondent and practice mentor shall discuss best practices for recordkeeping, communications with clients, practicing appropriate responsivity, maintaining boundaries, and other relevant topics or concerns that may arise. The practice monitor shall also review a random sample of Respondent’s progress notes for client appointments and communications with clients during each meeting to identify any concerns on a quarterly basis. The mentor will discuss any concerns with Respondent (and report to the Board if warranted). The practice mentor may require Respondent to

complete readings or other assignments relevant to the facts underlying this case or other practice concerns ahead of scheduled meetings.

- ii. Respondent shall ensure the practice mentor submits a quarterly report to the Board confirming Respondent's compliance with this requirement and providing a short overview of the work Respondent and the practice mentor have done together as well as the results of the practice mentor's clinical practice review. The practice mentor's reports are due April 1, 2025, July 1, 2025, October 1, 2025, and January 1, 2026. Upon receipt of a report from Respondent's practice mentor indicating concerns with Respondent's practice or recommending future monitoring or practice restrictions, the Board may open a new complaint.
- iii. Respondent shall submit a quarterly report providing a short overview of the work done with the practice mentor. Reports are due April 1, 2025, July 1, 2025, October 1, 2025, and January 1, 2026.
- iv. Respondent's first meeting with the practice mentor shall include an in-depth discussion of the facts that led to this discipline – the circumstances, lessons learned, best practices, and what might be done differently in the future. Respondent's quarterly report following this meeting shall demonstrate an understanding of the importance of professionalism with clients, even under difficult circumstances, as well as an appreciation of the other issues that led to discipline in these cases.
- v. All quarterly reports made to the Board by Respondent and the practice mentor are confidential and not part of this Settlement Agreement.

- vi. Respondent shall be responsible for any costs associated with the practice mentor.
 - vii. Respondent shall appear before the Board upon reasonable notice.
 - b. *Continuing Education.* Respondent shall undertake **TEN HOURS** of continuing education in the areas of ethics and recordkeeping, self-of-the-therapist, practicing appropriate responsivity, working with difficult clients or similar topics. Respondent is responsible for any costs associated with these courses. These courses may count toward Respondent's annual continuing education requirements.
8. In entering this Settlement Agreement, Respondent acknowledges the following:
- a. This Settlement Agreement is subject to the approval of the Board and will have no force or effect if it is not accepted by the Board.
 - b. Counsel for the State may present this Settlement Agreement to the Board *ex parte*.
 - c. I have the right to be represented by counsel in this matter. I am represented by Alfredo Parrish of Parrish Kruidenier Law Firm.
 - d. I understand I have an opportunity to be heard and to contest the allegations against me in a formal hearing before the Board and that, by waiving the formal hearing, I waive my right to challenge the allegations against me and all attendant rights, including the right to seek judicial review of the Board's actions.
 - e. I understand this Settlement Agreement will be part of my permanent licensure file and may be considered by the Board in determining the nature and severity of any disciplinary action to be imposed in the event of any future violations.
 - f. I am voluntarily entering into this Settlement Agreement.

- g. Failure to comply with the provisions of this Settlement Agreement shall be grounds for further disciplinary action pursuant to Iowa Code § 272C.3(2)(a).
 - h. I understand the Board will report this Settlement Agreement to the National Practitioner Databank. The report to the database will reflect the language included in this Order.
 - i. I understand I am responsible for all expenses incurred to comply with the conditions and requirements of this Settlement Agreement.
 - j. The factual circumstances alleged, by virtue of their incorporation in this Settlement Agreement, are now public and available for inspection and copying in accordance with Iowa Code chapters 22 and 227C.
9. Respondent shall submit a copy of this Settlement Agreement to all licensing boards where Respondent holds a license, whether active or not, no later than **THIRTY DAYS** following the date this Settlement Agreement is entered by the Board.
10. This Settlement Agreement constitutes discipline against Respondent and is the final agency action in a contested case pursuant to Iowa Code § 17A.10.
11. This Settlement Agreement shall not preclude the Board from taking additional action against Respondent should Respondent violate laws, rules, or standards of practice administered by the Board in the future.
12. This Settlement Agreement becomes a public record available for inspection and copying upon execution in accordance with the requirements of Iowa Code §§ 17A, 22, and 272C.
13. This Settlement Agreement is subject to approval of the Board. If the Board fails to approve this agreement or Respondent's request for a waiver, it shall be of no force or effect to either party.

14. This Settlement Agreement, when fully executed, is a public record available for inspection and copying in accordance with the requirements of Iowa Code Chapters 17A, 22, and 272C.

15. The Board's approval of this Settlement Agreement shall constitute a **FINAL ORDER** of the Board.

C. FINAL ORDER

WHEREFORE, the terms of this Settlement Agreement are agreed to by the Iowa Board of Behavioral Health Professionals and the Respondent.

IT IS THEREFORE ORDERED,

- a. Respondent is **CITED** for violating Iowa Administrative Code rules 645-33.2(1)(a) and 645-33.2(4) and **WARNED** that future violations may result in further disciplinary action.
- b. Respondent shall comply with the terms and conditions of working with a practice mentor described above in Section B, paragraph 7.
- c. Respondent shall tender proof of completion of the continuing education requirements described above in Section B, paragraph 7 to the Board Executive.
- d. Respondent shall be assessed a **CIVIL PENALTY** in the amount of \$500. Respondent shall pay the civil penalty within **ONE YEAR** from the date this Settlement Agreement is accepted by the Board. The check shall be payable to "Treasurer of Iowa" and shall be deposited in the general fund. The civil penalty shall be mailed to the Board's address listed below.
- e. Any documents, notifications, or reports required to be submitted to the Board pursuant to this Settlement Agreement should be mailed to the Iowa Department of Inspections, Appeals and Licensing, Iowa Board of Behavioral Health

Professionals, Division of Professional Licensing and Regulation, Licensing
Bureau, 6200 Park Avenue, Suite 100, Des Moines, Iowa 50321, or emailed to
PLPublic@idph.iowa.gov.

FOR THE RESPONDENT:

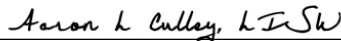
Voluntarily agreed to and accepted by Bryan Range on this 11th day of
March, 2025.



By: Bryan Range, Respondent

FOR THE IOWA BOARD OF BEHAVIORAL HEALTH PROFESSIONALS:

Voluntarily agreed to and accepted by the **IOWA BOARD OF BEHAVIORAL HEALTH
PROFESSIONALS** March 13, 2025.



Board Chair
Board of Behavioral Health Professionals

Copy to:
Alfredo Parrish
ATTORNEY FOR RESPONDENT

Assistant Attorney General
ATTORNEY FOR THE STATE