BEFORE THE ARIZONA BOARD

OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of: **Judy A. Emerson, LCSW-2591, Licensed Clinical Social Worker, In the State of Arizona.** **RESPONDENT**	**CASE NO. 2017-0001** **CONSENT AGREEMENT**

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

RECITALS

Respondent understands and agrees that:

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

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

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

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

5. The findings contained in the Findings of Fact portion of this Consent Agreement are conclusive evidence of the facts stated herein and may be used for purposes of determining sanctions in any future disciplinary matter.

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 In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees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

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

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

FINDINGS OF FACT

1. Respondent is the holder of License No. LCSW-2591 for the practice of social work in Arizona.

2. On 07/01/16, Respondent's former client ("Former Client") submitted a complaint against Respondent as follows:

a. From approximately 2004 – 2013, Respondent provided behavioral health services to Former Client.

b. Around 2007, Former Client and Respondent began a sexual relationship.

c. Their sexual relationship was occurring simultaneously with their therapeutic relationship.

d. In 2014, Former Client moved into Respondent's house to live with her.

e. Respondent and Former Client went to Texas and San Diego together.

f. Respondent gave Former Client items such as jewelry and a computer.

3. Former Client provided the Board with various documents and information including the following:

a. A photocopy of Former Client's Arizona Identification Card, which included the same home address as Respondent's.

b. A copy of Former Client's Last Will and Testament indicating, "I devise, bequeath, and give my household goods and bank accounts to [Respondent] to be disposed of at [Respondent's] discretion."

c. A signed Power of Attorney document, which appoints Respondent with Durable Health Care Power of Attorney for Former Client.

d. Banking records reflecting that Respondent and Former Client shared a joint banking account.

e. A picture of Respondent and Former Client together at a concert venue.

f. A 06/16 Travelocity itinerary including flight and hotel accommodations for Respondent and Former Client, purchased by Respondent.

4. In response, Respondent submitted a letter to the Board indicating that Respondent asserts her "Fifth Amendment Privilege" in response to the allegations.

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CONCLUSIONS OF LAW

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

2. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(v), any sexual conduct between a licensee and a client or former client.

3. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(y), engaging in a dual relationship with a client that could impair the licensee's objectivity or professional judgment or crate a risk of harm to the client. For the purposes of this subdivision, "dual relationship" means a licensee simultaneously engages in both a professional and nonprofessional relationship with a client that is avoidable and not incidental.

4. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(l), any conduct, practice or condition that impairs the ability of the licensee to safely and competently practice the licensee's profession.

SURRENDER ORDER

Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to the provision and penalties imposed as follows:

1. Respondent's license, LCSW-2591, shall be surrendered to the Board, effective from the date of entry as signed below.

2. The surrender shall be considered a revocation of Respondent's license.

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

PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Judy A. Emerson

Judy A. Emerson

8/12/2016
Date

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Dated this 12th day of September, 2016.

By: M. Zawala
TOBI ZAWALA, Executive Director
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed
This 12th day of September, 2016 with:

Arizona Board of Behavioral Health Examiners
3443 N. Central Ave., Suite 1700
Phoenix, AZ 85012

COPY of the foregoing mailed via Interagency Mail
This 12th day of September, 2016, to:

Marc Harris
Assistant Attorney General
1275 West Washington
Phoenix, Arizona 85007

COPY of the foregoing mailed via
Certified mail no. 70142870000189576553,
This 12th day of September, 2016, to:

Judy A. Emerson
Address of Record
Respondent

COPY of the foregoing mailed via Mail
This 12th day of September, 2016 to:

Faren Akins
Akins Law Firm
7708 E. Doubletree Ranch Road, #300
Scottsdale, AZ 85258-2132
Attorney for Respondent