

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

2 **In the Matter of:**

3 **Erin E. Jones-Cunningham, LMSW-16979,**
4 **Licensed Master Social Worker,**
5 **In the State of Arizona.**

CASE NO. 2021-0063

**RELEASE FROM
CONSENT AGREEMENT AND ORDER**


RESPONDENT

6
7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated January 22nd, 2021. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated January 22nd, 2021.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated January 22nd, 2021.

15 By: 
16 **TOBI ZAVALA, Executive Director**
Arizona Board of Behavioral Health Examiners

Sep 13, 2021
Date

17
18 **ORIGINAL** of the foregoing filed **Sep 13, 2021**
with:

19 Arizona Board of Behavioral Health Examiners
20 1740 West Adams Street, Suite 3600
21 Phoenix, AZ 85007

22 **EXECUTED COPY** of the foregoing sent electronically **Sep 13, 2021**
to:

23 Erin E. Jones-Cunningham
24 Address of Record
Respondent

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

3 **In the Matter of:**

4 **Erin E. Jones-Cunningham, LMSW-**
5 **16979,**
6 **Licensed Master Social Worker,**
7 **In the State of Arizona.**

8 **RESPONDENT**

CASE NO. 2021-0063
CONSENT AGREEMENT

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), Erin E. Jones-Cunningham (“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 No. LMSW-16979 for the practice of Social
17 Work in the state of Arizona.

18 2. From 10/19 – 06/20, Respondent worked an agency that provided end of life care
19 to patients (“Agency”).

20 3. On 10/22/19, Respondent signed an acknowledgment indicating she reviewed
21 and understood Agency’s handbook and Agency’s policies and procedures, which included the
22 following:

- 23 a. Employees will maintain professional boundaries while caring for patients and
24 their families.

25 ...

1 b. Employees that end employment with Agency may not under any
2 circumstances have any contact of any kind with patients and/or their families
3 once employment has terminated.

4 4. Despite signing an acknowledgement that she reviewed and understood
5 Agency's policies, Respondent engaged in an inappropriate and non-professional relationship
6 with an elderly client of Agency ("Client") after her departure from Agency.

7 5. Respondent represented the following regarding her relationship with Client after
8 her departure from Agency:

- 9 a. Respondent purchase groceries and pajamas for Client with her own money.
- 10 b. Respondent deposited Client's cash into Client's bank account.
- 11 c. Respondent would go to the Client's home approximately every other week to
12 talk to him.
- 13 d. Upon Client's request, Respondent helped Client prepare his will.
- 14 e. The will named Respondent as the executor.
- 15 f. After Client's death, Respondent had his remains shipped to Wisconsin at her
16 own expense.
- 17 g. Respondent felt she was not causing any harm to Client.
- 18 h. Respondent felt she was being a friend to Client.
- 19 i. Respondent did not think it was wrong to stop by and say hello to Client
20 because he was at the end of his life and in a bad spot.
- 21 j. Respondent also felt there would be no harm done to Client and could not
22 see how there could have been harm done to Client.

23 6. Respondent acknowledged the following to Board staff:

- 24 a. Respondent believes her charity towards Client could be interpreted as
25 exploitative or harmful.

1 b. Looking back, Respondent realizes she violated Agency's policies and the
2 NASW Code of Ethics.

3 c. In hindsight, Respondent would have said her goodbyes to Client while
4 employed and not continued contact with him after she left Agency.

5 7. While Respondent represents her relationship with Client was solely for the
6 benefit of Client, Respondent's reasoning failed to account for long-term or incidental potential
7 harm of engaging in non-professional relationships with clients.

8 **CONCLUSIONS OF LAW**

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

12 2. The conduct and circumstances described in the Findings of Fact constitute a
13 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
14 recognized standards of ethics in the behavioral health profession or that constitutes a danger
15 to the health, welfare or safety of a client, as it relates to the following section of the NASW
16 Code of Ethics:

17 **1.06 (c) Conflicts of Interest:**

18 Social workers should not engage in dual or multiple relationships with clients or
19 former clients in which there is a risk of exploitation or potential harm to the
20 client. In instances when dual or multiple relationships are unavoidable, social
21 workers should take steps to protect clients and are responsible for setting clear,
22 appropriate, and culturally sensitive boundaries. (Dual or multiple relationships
23 occur when social workers relate to clients in more than one relationship,
24 whether professional, social, or business. Dual or multiple relationships can
25 occur simultaneously or consecutively.)

1 **ORDER**

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

4 1. Respondent's license, LMSW-16979, will be placed on probation for 12 months,
5 effective from the date of entry as signed below.

6 2. Respondent shall not practice under their license, LMSW-16979, unless they are
7 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
8 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
9 shall immediately notify the Board in writing and shall not practice under their license until they
10 submit a written request to the Board to re-commence compliance with this Consent Agreement.
11 All such requests shall be pre-approved by the Board Chair or designee.

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

16 **Continuing Education**

17 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
18 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
19 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course
20 addressing current behavioral health ethics in Arizona. All required continuing education shall
21 be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a
22 certificate of completion of the required continuing education.

23 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
24 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock

25 ...

1 hours of continuing education in behavioral health ethics, pre-approved by the Board Chair or
2 designee. Upon completion, Respondent shall submit a certificate of completion of the required
3 continuing education.

4 **Early Release**

5 6. After completion of the continuing education requirements set forth in this
6 Consent Agreement, Respondent may request early release from the Consent Agreement if all
7 other terms of the Consent Agreement have been met.

8 **GENERAL PROVISIONS**

9 **Provision of Clinical Supervision**

10 7. Respondent shall not provide clinical supervision while subject to this Consent
11 Agreement.

12 **Civil Penalty**

13 8. Subject to the provisions set forth in paragraph 9, the Board imposes a civil
14 penalty against the Respondent in the amount of \$1,000.00.

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

22 10. Within 10 days of being notified of the lifting of the stay, Respondent may request
23 that the matter be reviewed by the Board for the limited purpose of determining whether the
24 automatic lifting of the stay was supported by clear and convincing evidence. If the Board

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1 receives the written request within 10 days or less of the next regularly scheduled Board
2 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
3 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
4 review.

5 11. The Board reserves the right to take further disciplinary action against
6 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
7 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
8 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
9 and the period of probation shall be extended until the matter is final.

10 12. If Respondent currently sees clients in their own private practice, and obtains any
11 other type of behavioral health position, either as an employee or independent contractor, where
12 they provide behavioral health services to clients of another individual or agency, they shall
13 comply with requirements set forth in paragraphs 13 through 15 below.

14 13. Within 10 days of the effective date of this Order, if Respondent is working in a
15 position where Respondent provides any type of behavioral health related services or works in a
16 setting where any type of behavioral health, health care, or social services are provided,
17 Respondent shall provide the Board Chair or designee with a signed statement from
18 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
19 Consent Agreement. If Respondent does not provide the employer's statement to the Board
20 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
21 copy of the Consent Agreement.

22 14. If Respondent is not employed as of the effective date of this Order, within 10
23 days of accepting employment in a position where Respondent provides any type of behavioral
24 health related services or in a setting where any type of behavioral health, health care, or social

25 ...

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

8 15. If, during the period of Respondent's probation, Respondent changes
9 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
10 extended leave of absence for whatever reason that may impact their ability to timely comply
11 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
12 the Board of their change of employment status. After the change and within 10 days of
13 accepting employment in a position where Respondent provides any type of behavioral health
14 related services or in a setting where any type of behavioral health, health care, or social
15 services are provided, Respondent shall provide the Board Chair or designee a written
16 statement providing the contact information of their new employer(s) and a signed statement
17 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
18 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
19 the Board within 10 days, as required, Respondent's failure to provide the required statement to
20 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
21 Respondent's employer(s) with a copy of the Consent Agreement.

22 16. Respondent shall practice behavioral health using the name under which they
23 are licensed. If Respondent changes their name, they shall advise the Board of the name
24 change as prescribed under the Board's regulations and rules.

25 ...

1 17. Prior to the release of Respondent from probation, Respondent must submit a
2 written request to the Board for release from the terms of this Consent Agreement at least 30
3 days prior to the date they would like to have this matter appear before the Board. Respondent
4 may appear before the Board, either in person or telephonically. Respondent must provide
5 evidence that they have successfully satisfied all terms and conditions in this Consent
6 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
7 this Consent Agreement have been met and whether Respondent has adequately demonstrated
8 that they have addressed the issues contained in this Consent Agreement. In the event that the
9 Board determines that any or all terms and conditions of this Consent Agreement have not been
10 met, the Board may conduct such further proceedings as it determines are appropriate to
11 address those matters.

12 18. Respondent shall bear all costs relating to probation terms required in this
13 Consent Agreement.

14 19. Respondent shall be responsible for ensuring that all documentation required in
15 this Consent Agreement is provided to the Board in a timely manner.

16 20. This Consent Agreement shall be effective on the date of entry below.

17 21. This Consent Agreement is conclusive evidence of the matters described herein
18 and may be considered by the Board in determining appropriate sanctions in the event a
19 subsequent violation occurs.
20


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

22 *Erin Jones-Cunningham*
23 Erin Jones-Cunningham (Jan 22, 2021 08:39 MST)
Erin E. Jones-Cunningham

Jan 22, 2021
Date

24 ...
25 ...

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

2 By:  Jan 22, 2021
3 TObI ZAVALA, Executive Director Date
4 Arizona Board of Behavioral Health Examiners

5 **ORIGINAL** of the foregoing filed Jan 22, 2021
6 with:

7 Arizona Board of Behavioral Health Examiners
8 1740 West Adams Street, Suite 3600
 Phoenix, AZ 85007

9 **EXECUTED COPY** of the foregoing sent electronically Jan 22, 2021
 to:

10 Mona Baskin
11 Assistant Attorney General
12 2005 North Central Avenue
 Phoenix, AZ 85004

13 Erin E. Jones-Cunningham
14 Address of Record
 Respondent