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BEFORE THE ARIZONA BOARD

OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Courtney J. Lansdowne, LCSW-15349, Licensed Clinical Social Worker, In the State of Arizona.

RESPONDENT

CASE NO. 2021-0165

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

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), Courtney J. Lansdowne ("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.
- 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 between only Respondent and the Board for the final disposition of this matter 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 In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees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 acknowledges and agrees that the acceptance of this Consent Agreement is solely to settle this Board matter and does not preclude the Board from instituting other proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding any language in this Consent Agreement, this Consent Agreement does not preclude in any way any other state agency or officer or political subdivision of this state from instituting proceedings, investigating claims, or taking legal action as may be appropriate now or in the future relating to this matter or other matters concerning Respondent, including but not limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board, this Consent Agreement makes no representations, implied or

otherwise, about the views or intended actions of any other state agency or officer or political subdivision of the state relating to this matter or other matters concerning Respondent

8. 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.

FINDINGS OF FACT

- 1. Respondent is the holder of License No. LCSW-15349 for the practice of social work in the state of Arizona.
- 2. Respondent engaged in a sexual relationship with a former client to whom she previously provided behavioral health services as a contract therapist.
 - 3. Licensee acknowledged the following:
 - Licensee provided behavioral health services to an adult male client ("Former Client") from June 2017 to August 2017 as a contract therapist.
 - b. Shortly after the completion of the course of treatment, and at a time when Former Client was not under the care of Licensee, Licensee engaged in a sexual relationship with Former Client.

CONCLUSIONS OF LAW

- 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), engaging in any sexual conduct between a licensee and a client or former client.

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Practice Termination Plan

- 3. Within 14 days of the effective date of the Consent Agreement, Respondent shall submit a written plan for terminating their private practice for pre-approval by the Board Chair or designee. At a minimum, the proposed termination plan must include each of the following:
 - a. A written protocol for the secure storage, transfer and access of the clinical records of Respondent's clients and former clients.
 - b. The procedure by which Respondent shall notify each client and former client in a timely manner regarding the future location of the clinical records of Respondent's clients and former clients and how those records can be accessed after the termination of Respondent's practice.
 - c. A written protocol for developing an appropriate referral for continuation of care for Respondent's current clients.
 - d. A list of Respondent's current clients and the timeframe for terminating services to each client. The timeframe for terminating services shall not exceed 30 days.

ORDER

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

- Respondent's license, LCSW-15349, 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.

1	PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT
2	1/11/21
3	Courtney J. Lansdowne Date
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5	BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT
6	By: 06/14/21
7	TOBI ZAVALA, Executive Director Date
8	Arizona Board of Behavioral Health Examiners
9	original of the foregoing filed OG 14 21 with:
10	Arizona Board of Behavioral Health Examiners
11	1740 West Adams Street, Suite 3600 Phoenix, AZ 85007
12	to: EXECUTED COPY of the foregoing sent electronically 06 14 2
13	
14 15	Mona Baskin Assistant Attorney General 2005 North Central Avenue Phoenix, AZ 85004
16	Courtney J. Lansdowne
17	Address of Record Respondent
18	Flynn P. Carey
19	One Renaissance Square 2 North Central Avenue, Suite 1450
20	Phoenix, AZ 85004 Attorney for Respondent
21	, was now provided the same and
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