

SETTLEMENT AGREEMENT

A. PARTIES.

This settlement agreement is made by the North Dakota Marriage and Family Therapy Licensure Board (Board) and Lorraine Lubka (Lubka).

B. RECITALS.

The Board regulates the practice of marriage and family therapy in North Dakota. See N.D.C.C. ch. 43-53.

Lubka holds a North Dakota license to practice marriage and family therapy.

The Board may institute a disciplinary proceeding concerning a licensee who has violated ethical standards of such a nature as to render the licensee unfit to practice marriage and family therapy. N.D.C.C. § 43-53-10(1)(b). For such a violation, a licensee may be suspended or revoked, placed on supervised or unsupervised probation, required to take corrective action, attend continuing education, or fined up to \$200 per violation. N.D.C.C. § 43-53-10(2).

The Board has adopted and published a code of ethics governing marriage and family therapists. See N.D.A.C. § 111-02-01-05. This code of ethics includes provisions which prohibit a therapist from exploiting the trust and dependency of clients, including requiring a therapist to avoid dual relationships with clients that could impair the therapist's professional judgment or increase the risk of exploitation; that prohibit therapists from engaging in sexual conduct or other physical intimacies with a client, including sexual contact with a former client within two years after termination of services; prohibiting a therapist from engaging in sexual or other harassment of a client, or in any verbal or physical behavior that is sexually seductive or sexually demeaning to

the client; and also prohibiting a therapist from using or exploiting a professional relationship with a client in any manner for the therapist's emotional, sexual, or personal advantage or benefit. N.D.A.C. § 111-02-01-05(5)(b), (5)(e), (5)(f), and (5)(g).

Lubka has admitted to starting a personal relationship with a former client that eventually became a sexual relationship. This occurred less than two years after Lubka's professional relationship with this client ended. See Response to Complaint dated May 1, 2015, by Lubka. These statements are an admission of violation of the aforementioned administrative rules.

Lubka acknowledges she has been informed and understands she has a right to seek the advice of legal counsel to assist her in this matter.

Lubka acknowledges she has been informed and understands she has a right to a hearing and appeal under N.D.C.C. ch. 28-32 prior to any adverse action being taken against her license.

The Board and Lubka wish to resolve this matter without an administrative hearing.

C. AGREEMENT.

The Board and Lubka agree to resolve this matter as follows:

1. Lubka waives her right to an administrative hearing and appeal under N.D.C.C. ch. 28-32.
2. Lubka's license as a marriage and family therapist is revoked immediately. Lubka may not apply for a license for a period of five years from the date the terms of this settlement agreement are complied with, including the payment of the costs identified in paragraph C(3).

3. Lubka will reimburse the Board for the costs it incurred in this proceeding, including the fees charged by the North Dakota Office of Administrative Hearing and the North Dakota Office of Attorney General. The Board will provide documentation of its costs within 30 days of execution of this Settlement Agreement.

4. Lubka may reapply for licensure after five years from the date the terms of this settlement agreement are complied with. At that time, Lubka must meet all other requirements applicable for a new applicant. Further, the Board will determine her fitness for duty before allowing Lubka to be relicensed. This will include determining whether Lubka has successfully obtained appropriate therapy concerning her actions in this instance and whether Lubka has successfully completed appropriate university level education courses concerning professional boundaries and ethics with patients.

5. At the time of relicensure, the Board will develop a plan for clinical supervision during a probationary period that will protect the public against a reoccurrence of harm.

6. No breach of any provision of this settlement agreement can be waived by an undersigned party unless in writing. Waiver of any one breach by an undersigned party will not be deemed to be a waiver of any other breach of the same or any other settlement provision.

7. There are no covenants, promises, undertakings, or understandings other than as specifically set forth in this settlement agreement.

8. This settlement agreement will be governed by the substantive laws of the State of North Dakota without regarding to conflicts of law principles.

