

1 4. Respondent understands that this Interim Consent Agreement does not
2 constitute a dismissal or resolution of this matter or any matters that may be currently pending
3 before the Board and does not constitute any waiver, express or implied, of the Board's
4 statutory authority or jurisdiction regarding any other pending or future investigations, actions,
5 or proceedings. Respondent also understands that acceptance of this Interim Consent
6 Agreement does not preclude any other agency, subdivision, or officer of this State from
7 instituting civil or criminal proceedings with respect to the conduct that is the subject of this
8 Interim Consent Agreement.

9 5. Respondent acceptance of this Interim Consent Agreement is not an admission
10 of any facts and he enters into this agreement as an interim compromise of a pending matter.
11 Respondent further does not relinquish his rights to an administrative hearing, rehearing,
12 review, reconsideration, judicial review or any other administrative and/or judicial action,
13 concerning the matters related to a final disposition of this matter, unless he affirmatively does
14 so as part of the final resolution of this matter.

15 6. Respondent acknowledges and agrees that upon signing this Interim Consent
16 Agreement and returning it to the Board's Executive Director, Respondent may not revoke his
17 acceptance of this Interim Consent Agreement or make any modifications to it. Any
18 modification of this original document is not effective and void unless mutually approved by the
19 parties in writing.

20 7. Respondent understands that this Interim Consent Agreement shall not become
21 effective unless and until it is adopted by the Board and signed by its Executive Director.

22 8. Respondent understands and agrees that if the Board does not adopt this
23 Interim Consent Agreement, he will not assert in any future proceedings that the Board's
24 consideration of this Interim Consent Agreement constitutes bias, prejudice, prejudgment, or
25 other similar defense.

Respondent to return to practicing under his license shall not preclude the Board from taking any other action it deems appropriate based upon the conduct set forth in the Interim Findings of Fact.

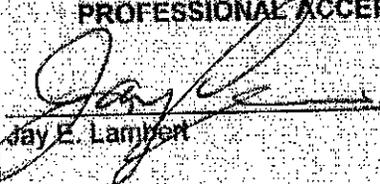
Respondent's agreement not to practice under License No. LCSW-12295 will be considered an interim suspension of his license.

Practice Termination Plan

Within 14 days of the effective date of the Interim Consent Agreement, Respondent shall submit a written plan for terminating his 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.

PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT


Jay E. Lambert

2/29/2016
Date

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BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Dated this 8th day of March, 2016.

By:


TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed

This 8th day of March, 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 8th day of March, 2016, to:

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

COPY of the foregoing mailed via

Certified mail no. 7042870000189575488

This 8th day of March, 2016, to:

Jay E. Lambert
Address of Record
Respondent

COPY of the foregoing mailed via Mail

This 8th day of March, 2016 to:

DeeDee Holden
Holden & Armer, P.C.
4505 East Chandler Boulevard, Suite #210
Phoenix, Arizona 85048
Attorney for Respondent