

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

2 **In the Matter of:**

3 **L.D. Lumpkin, LCSW-4026, LISAC-11050,**  
4 **Licensed Clinical Social Worker, Licensed**  
5 **Independent Substance Abuse Counselor,**  
6 **In the State of Arizona.**

7  
8           **RESPONDENT**

**CASE NO. 2016-0027**

**RELEASE FROM  
CONSENT AGREEMENT AND ORDER**


9           The Board received a request from Respondent to release them from the terms and  
10 conditions of the Consent Agreement and Order dated December 16, 2016. After consideration,  
11 the Board voted to release Respondent from the terms and conditions of the Consent  
12 Agreement and Order dated December 16, 2016.

13   **ORDER**

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

15           Respondent is hereby released from all terms and conditions of the Consent Agreement  
16 and Order dated December 16, 2016.

17   Dated this 4<sup>th</sup> day of February, 2017.

18   By:   
19   **TOBIN ZAVALA, Executive Director**  
20   **Arizona Board of Behavioral Health Examiners**

21           **ORIGINAL** of the foregoing filed  
22 This 4<sup>th</sup> day of February, 2017, with:

23           Arizona Board of Behavioral Health Examiners  
24 3443 N. Central Ave., Suite 1700  
25 Phoenix, AZ 85012

26           **COPY** of the foregoing mailed via  
27 Certified mail no. 7014700000000339370  
28 This 4<sup>th</sup> day of February, 2017, to:

29           L.D. Lumpkin  
30 Address of Record

1 Respondent

**COPY** of the foregoing mailed via Mail

2 This 7<sup>th</sup> day of February, 2017 to:

3 Arthur Evans

3030 N 3<sup>rd</sup> St, Ste 1300

4 Phoenix, AZ 85012

Attorney for Respondent

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

3 **In the Matter of:**  
4 **L.D. Lumpkin, LCSW-4026 & LISAC-**  
5 **11050,**  
6 **Licensed Clinical Social Worker &**  
7 **Licensed Independent Substance Abuse**  
8 **Counselor,**  
9 **In the State of Arizona.**

7                               **RESPONDENT**

**CASE NO. 2016-0027**  
                                  **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), L.D. Lumpkin ("Respondent") and the Board enter into this Consent  
13 Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final  
14 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.

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 and may be used for purposes of determining  
9 sanctions in any future disciplinary matter.

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

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

20          8.       Respondent further understands that any violation of this Consent Agreement  
21 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in  
22 disciplinary action pursuant to A.R.S. § 32-3281.

23          9.       The Board therefore retains jurisdiction over Respondent and may initiate  
24 disciplinary action against Respondent if it determines that they have failed to comply with the  
25 terms of this Consent Agreement or of the practice act.

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

2 **FINDINGS OF FACT**

3 1. Respondent is the holder of License Nos. LCSW-4026 and LISAC-11050 for the  
4 practice of social work and substance abuse counseling in the state of Arizona.

5 2. From 03/14 – 04/14, Respondent provided 3 individual counseling sessions to an  
6 adult male client ("Client").

7 3. In review of the records that Respondent created and maintained for Client, the  
8 following deficiencies were identified:

- 9 a. Client's Consent for Treatment failed to include various required elements.  
10 b. Client's record did not contain a Treatment Plan.

11 **CONCLUSIONS OF LAW**

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

15 The conduct and circumstances described in the Findings of Fact constitute a  
16 violation of A.R.S. § 32-3251(15)(p), failing to conform to minimum practice standards as  
17 developed by the Board as it relates to the following:

- 18 a. A.A.C. R4-6-1102, Treatment Plan

19 3. The conduct and circumstances described in the Findings of Fact constitute a  
20 violation of A.R.S. § 32-3251(15)(q), failing or refusing to maintain adequate records of  
21 behavioral health services provided to a client.

22 **ORDER**

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

- 25 1. Respondent's licenses, LCSW-4026 and LISAC-11050, will be placed on

1 probation, effective from the date of entry as signed below.

2 2. Respondent shall not practice under their license, LCSW-4026 and LISAC-  
3 11050, unless they are fully compliant with all terms and conditions in this Consent Agreement.  
4 If, for any reason, Respondent is unable to comply with the terms and conditions of this  
5 Consent Agreement, they shall immediately notify the Board in writing and shall not practice  
6 under their license until they submit a written request to the Board to re-commence compliance  
7 with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or  
8 designee.

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

13 **Continuing Education**

14 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
15 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
16 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course  
17 addressing current behavioral health documentation standards in Arizona. All required  
18 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
19 Respondent shall submit a certificate of completion of the required continuing education.

20 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
21 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
22 hours of continuing education addressing suicide assessment. All required continuing education  
23 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall  
24 submit a certificate of completion of the required continuing education.

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**GENERAL PROVISIONS**

**Provision of Clinical Supervision**

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3 6. Respondent shall not provide clinical supervision while subject to this Consent  
4 Agreement.

**Civil Penalty**

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

8  
9 8. Respondent's payment of the civil penalty shall be stayed so long as Respondent  
10 remains compliant with the terms of this Consent Agreement. If Board staff determines that  
11 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
12 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall  
13 be automatically lifted and payment of the civil penalty shall be made by certified check or  
14 money order payable to the Board within 30 days after being notified in writing of the lifting of  
15 the stay.

16  
17 9. Within 10 days of being notified of the lifting of the stay, Respondent may request  
18 that the matter be reviewed by the Board for the limited purpose of determining whether the  
19 automatic lifting of the stay was supported by clear and convincing evidence. If the Board  
20 receives the written request within 10 days or less of the next regularly scheduled Board  
21 meeting, the request will not be heard at that meeting, but will be heard at the next regularly  
22 scheduled Board meeting. The Board's decision on this matter shall not be subject to further  
23 review.

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25 10. The Board reserves the right to take further disciplinary action against  
Respondent for noncompliance with this Consent Agreement after affording Respondent notice  
and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply  
with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final

1 and the period of probation shall be extended until the matter is final.

2 11. If Respondent currently sees clients in their own private practice, and obtains any  
3 other type of behavioral health position, either as an employee or independent contractor, where  
4 they provide behavioral health services to clients of another individual or agency, they shall  
5 comply with requirements set forth in paragraphs 12 through 14 below.

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

14 13. If Respondent is not employed as of the effective date of this Order, within 10  
15 days of accepting employment in a position where Respondent provides any type of behavioral  
16 health related services or in a setting where any type of behavioral health, health care, or social  
17 services are provided, Respondent shall provide the Board Chair or designee with a written  
18 statement providing the contact information of their new employer and a signed statement from  
19 Respondent's new employer confirming Respondent provided the employer with a copy of this  
20 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
21 within 10 days, as required, Respondent's failure to provide the required statement to the Board  
22 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's  
23 employer(s) with a copy of the Consent Agreement.

24 14. If, during the period of Respondent's probation, Respondent changes  
25 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on



1 extended leave of absence for whatever reason that may impact their ability to timely comply  
2 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform  
3 the Board of their change of employment status. After the change and within 10 days of  
4 accepting employment in a position where Respondent provides any type of behavioral health  
5 related services or in a setting where any type of behavioral health, health care, or social  
6 services are provided, Respondent shall provide the Board Chair or designee a written  
7 statement providing the contact information of their new employer(s) and a signed statement  
8 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a  
9 copy of this Consent Agreement. If Respondent does not provide the employer's statement to  
10 the Board within 10 days, as required, Respondent's failure to provide the required statement to  
11 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide  
12 Respondent's employer(s) with a copy of the Consent Agreement.

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

16 16. Prior to the release of Respondent from probation, Respondent must submit a  
17 written request to the Board for release from the terms of this Consent Agreement at least 30  
18 days prior to the date they would like to have this matter appear before the Board. Respondent  
19 may appear before the Board, either in person or telephonically. Respondent must provide  
20 evidence that they have successfully satisfied all terms and conditions in this Consent  
21 Agreement. The Board has the sole discretion to determine whether all terms and conditions of  
22 this Consent Agreement have been met and whether Respondent has adequately demonstrated  
23 that they have addressed the issues contained in this Consent Agreement. In the event that the  
24 Board determines that any or all terms and conditions of this Consent Agreement have not been  
25 met, the Board may conduct such further proceedings as it determines are appropriate to

address those matters.


17. Respondent shall bear all costs relating to probation terms required in this Consent Agreement.

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

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

20. 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.

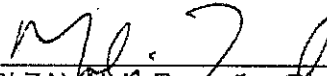
**PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

  
L.D. Lumpkin LCW  
LIDAL

12-5-16  
Date

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

Dated this 16<sup>th</sup> day of December, 2016.

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

**ORIGINAL** of the foregoing filed  
This 16<sup>th</sup> day of December, 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 16<sup>th</sup> day of December, 2016, to:

1 Marc Harris  
2 Assistant Attorney General  
3 1275 West Washington  
4 Phoenix, Arizona 85007

5 **COPY** of the foregoing mailed via

6 Certified mail no. 70142870000189574863  
7 This 16<sup>th</sup> day of December, 2016, to:

8 L.D. Lumpkin  
9 Address of Record  
10 Respondent

11 **COPY** of the foregoing mailed via Mail

12 This 16<sup>th</sup> day of December, 2016 to:

13 Arthur Evans  
14 3030 North Third Street  
15 Suite 1300  
16 Phoenix, AZ 85012  
17 Attorney for Respondent

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