

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

3 **In the Matter of:**

4 **Samuel S. Lample, LPC-10690,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0060
CONSENT AGREEMENT

8 In the interest of a prompt and speedy settlement of the above captioned matter,
9 consistent with the public interest, statutory requirements and responsibilities of the Arizona
10 State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F)
11 and 41-1092.07(F)(5), Samuel S. Lample (“Respondent”) and the Board enter into this Consent
12 Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final
13 disposition of this matter.

14 **RECITALS**

15 Respondent understands and agrees that:

16 1. Any record prepared in this matter, all investigative materials prepared or
17 received by the Board concerning the allegations, and all related materials and exhibits may be
18 retained in the Board’s file pertaining to this matter.

19 2. Respondent has the right to a formal administrative hearing at which Respondent
20 can present evidence and cross examine the State’s witnesses. Respondent hereby irrevocably
21 waives their right to such formal hearing concerning these allegations and irrevocably waives
22 their right to any rehearing or judicial review relating to the allegations contained in this Consent
23 Agreement.

24 3. Respondent has the right to consult with an attorney prior to entering into this
25 Consent Agreement.

1 4. Respondent acknowledges and agrees that upon signing this Consent
2 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
3 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
4 original document is ineffective and void unless mutually approved by the parties in writing.

5 5. The findings contained in the Findings of Fact portion of this Consent Agreement
6 are conclusive evidence of the facts stated herein between only Respondent and the Board for
7 the final disposition of this matter and may be used for purposes of determining sanctions in any
8 future disciplinary matter.

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

16 7. Respondent acknowledges and agrees that the acceptance of this Consent
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
18 other proceedings as may be appropriate now or in the future. Furthermore, and
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
20 preclude in any way any other state agency or officer or political subdivision of this state from
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
22 in the future relating to this matter or other matters concerning Respondent, including but not
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
24 than with respect to the Board, this Consent Agreement makes no representations, implied or

25 ...

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

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

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LPC-10690 for the practice of
15 counseling in the State of Arizona.

16 2. From roughly 08/17 – 10/21, Respondent provided behavioral health services to
17 Complainant through various entities Respondent worked at or owned.

18 3. From 06/21 – 09/21, Respondent provided behavioral health services to
19 Husband through two separate entities Respondent worked at.

20 4. At the onset of Complainant's services, there were no signed collateral forms by
21 either Complainant or Husband attesting to the rationale for Husband's involvement in
22 Complainant's therapy retained within the records.

23 5. Complainant's 08/29/21 treatment plan indicated goals around addressing
24 trauma, setting boundaries, and processing dynamics in her marriage through individual therapy
25 and couple's work as needed.

1 6. Despite Respondent documenting in the assessment and treatment plan that
2 couple's work may be utilized in the therapy, the informed consents signed at the outset of
3 services was not retained within Complainant's clinical records and failure to maintain the
4 informed consents created confusion regarding how services were described to Complainant at
5 the outset of services and who the client would be moving forward.

6 7. The treatment plan for Complainant was not signed by either Complainant or
7 Husband, again making it unclear whether the services were individual or couples.

8 8. Respondent had Complainant's sisters and Father sign collateral forms for the
9 purpose of assisting in Complainant's therapy.

10 9. Respondent represented the following during his investigative interview:

11 a. Certain records were not appropriately scanned into the clinical record by a
12 separate staff member.

13 b. Respondent believes he would have had any participants in Complainant's
14 therapy sign collateral forms prior to them being involved in the therapy.

15 10. It is unclear whether the services were individual services with Husband as a
16 collateral or couples services based on the various discussions within the clinical records.

17 11. Respondent treated Husband individually roughly four years after the initiation of
18 services with Complainant.

19 12. At the onset of individual services with Husband, there does not appear to be any
20 sort of documentation regarding Respondent's rationale for taking on Husband as an individual
21 client and how there would not be any sort of conflict of interest by treating Husband while
22 Respondent was treating Complainant and Husband was involved in Complainant's therapy.

23 13. Respondent failed to establish clear roles with Complainant and Husband at the
24 onset of each of their services.

25 ...

1 14. A number of sessions with Complainant's records focus on issues with Husband
2 and most of Husband's sessions focus on issues within his marriage.

3 15. Respondent failed to document any sort of possible conflict of interest by treating
4 multiple family members and felt that his clinical judgment trumped rules and guidelines.

5 16. Respondent failed to retain initial informed consents and treatment plans within
6 Complainant's clinical records.

7 17. The 08/23/21 informed consent that was maintained in Complainant's clinical
8 records failed to include three minimum requirements.

9 18. The 08/29/21 treatment plan for Complainant failed to include two minimum
10 requirements.

11 19. From 10/02/20 – 06/02/21, Complainant's clinical records failed to include four
12 minimum requirements.

13 20. From 06/04/21 – 08/05/21, Complainant's progress notes failed to include four
14 minimum requirements.

15 21. From 08/25/21 – 10/20/21, Complainant's progress notes failed to include three
16 minimum requirements.

17 22. Respondent did not have possession of any billing records prior to 2019.

18 23. A 08/05/20 Square Receipt did not specify the dates of service and indicated it
19 was a receipt for three billed sessions in 07/20 despite Complainant only have one session in
20 07/20.

21 24. The informed consent Husband signed failed to include three minimum
22 requirements.

23 25. An 08/27/21 treatment plan for Husband failed to include two minimum
24 requirements.

25 ...

1 26. From 06/18/21 – 07/28/21, Husband’s progress notes failed to include four
2 minimum requirements.

3 27. From 07/27/21 – 09/10/21, Husband’s progress notes failed to include three
4 minimum requirements.

5 28. Husband’s billing records only included record of two billed services and there
6 were no billing records for the services provided from 06/18/21 – 07/28/21.

7 29. Various billing records in 2020 and 2021 were not retained as there were receipts
8 for a number of services that did not align with the actual amount of services provided to
9 Complainant.

10 30. Respondent represented he had a staff member who would have been
11 responsible for entering records into the electronic records system.

12 31. During an investigative interview, Respondent represented the following
13 regarding the documentation deficiencies:

14 a. Respondent was not aware his clinical documentation did not meet the
15 Board’s minimum requirements.

16 b. It was not until the filing of the complaint that Respondent realized
17 Complainant’s informed consent and treatment plan prior to 2021 was
18 missing.

19 c. Respondent failed to update Complainant’s treatment plan annually as
20 required by rules due to lack of attention to detail.

21 d. Respondent is not heavily involved in collecting money from patients and
22 entrusted other staff to collect payments.

23 e. Respondent acknowledged completing the Board’s tutorial on statutes and
24 rules but represented he sometime forgets to do things.

25

1 f. Respondent did not see it as a misrepresentation by signing the attestation
2 within his renewal application that he was compliant with rules and statutes
3 because he feels the attestation requires him to sign off on being perfect.

4 32. Due to these concerns noted in Complainant's and Husband's clinical records,
5 Board staff requested a client list from Respondent and randomly selected three clinical records
6 to see if there were similar deficiencies in other records.

7 33. The following deficiencies were found within the randomly selected records:

8 a. JGH's clinical records included the following:

- 9 • The 10/23/21 informed consent failed to include two minimum
10 requirements.
- 11 • The 08/04/23 informed consent failed to include one minimum
12 requirements.
- 13 • A 10/23/21 treatment plan failed to include the date the treatment plan will
14 be reviewed and JGH did not sign the treatment plan until 08/08/23.
- 15 • From 09/20 – 05/21, the progress notes had a section for staff signature
16 but it was left blank.
- 17 • The billing records did not align with all service dates as required by
18 Board rules.

19 b. LC's clinical records included the following:

- 20 • A 03/05/22 informed consent failed to include one minimum requirement.
- 21 • A 03/11/22 and 04/20/22 treatment plan failed to include two minimum
22 requirements.

23 c. TO's clinical records included the following:

- 24 • A 02/28/22 informed consent failed to include one minimum requirement.

25

- 1 • A 03/08/22 and 04/20/22 treatment plan failed to include two minimum
- 2 requirements.
- 3 • The billing records did not align with the progress notes.

4 34. Board staff requested Respondent provide updated clinical records after being
5 notified of the deficiencies and his updated forms did not include all minimum requirements.

6 35. During Board staff's investigative interview, Respondent acknowledged he has
7 been completing FMLA for the past few years and has probably completed roughly 20 of these
8 in the past three years.

9 36. Respondent extended his boundaries of competence by completing disability
10 paperwork for clients, when as a therapist he is contracted to treat, diagnose, assess, and
11 evaluate rather than disable clients.

12 37. Respondent attested to physical abilities of KS which is beyond Respondent's
13 scope of practice as a behavioral health professional.

14 **CONCLUSIONS OF LAW**

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

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

23 **A.6.d, Role Changes in the Professional Relationship**

24 When counselors change a role from the original or most recent
25 contracted relationship, they obtain informed consent from the client

1 and explain the client's right to refuse services related to the change.
2 Examples of role changes include, but are not limited to 1. changing
3 from individual to relationship or family counseling, or vice versa; 2.
4 changing from an evaluative role to a therapeutic role, or vice versa;
5 and 3. Changing from a counselor to a mediator role, or vice versa.
6 Clients must be fully informed of any anticipated consequences (e.g.,
7 financial, legal, personal, therapeutic) of counselor role changes.

8 **A.8, Multiple Clients**

9 When a counselor agrees to provide counseling services to two or
10 more persons who have a relationship, the counselor clarifies at the
11 outset which person or persons are clients and the nature of the
12 relationships the counselor will have with each involved person. If it
13 becomes apparent that the counselor may be called upon to perform
14 potentially conflicting roles, the counselor will clarify, adjust, or
15 withdraw from roles appropriately.

16 3. The conduct and circumstances described in the Findings of Fact constitute a
17 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities
18 that are not congruent with the licensee's professional education, training or experience.

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

22 A.A.C. R4-6-1101. Consent for Treatment

23 A.A.C. R4-6-1102. Treatment Plan

24 A.A.C. R4-6-1103. Client Record

25 A.A.C. R4-6-1104. Financial and Billing Records

1 A.A.C. R4-6-1106. Telepractice.

2 5. The conduct and circumstances described in the Findings of Fact constitute a
3 violation of A.R.S. § 32-3251(16)(hh), failing to retain records pursuant to section 12-2297.

4 **ORDER**

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

7 1. Respondent's license, LPC-10690, will be placed on probation for 12 months,
8 effective from the date of entry as signed below.

9 2. Respondent shall not practice under their license, LPC-10690, unless they are
10 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
11 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
12 shall immediately notify the Board in writing and shall not practice under their license until they
13 submit a written request to the Board to re-commence compliance with this Consent
14 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

19 **Continuing Education**

20 4. 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 3 clock
22 hours of continuing education addressing behavioral health ethics. All required continuing
23 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
24 shall submit a certificate of completion of the required continuing education.

25 ...

1 accordance with current behavioral health standards. Respondent and the practice monitor shall
2 review the clinical documentation produced for each and every active client Respondent sees at
3 least once per month. The practice monitor shall ensure that Respondent complies with the
4 audit plan approved by the Board Chair or designee. Respondent shall meet with the practice
5 monitor at the recommendation of the practice monitor.

6 9. Within 30 days of the effective date of this Consent Agreement, Respondent shall
7 submit the name of a practice monitor for pre-approval by the Board Chair or designee. Also
8 within 30 days of the effective date of this Consent Agreement, the proposed Practice Monitor
9 shall submit a letter disclosing their prior relationship to Respondent. In that letter, the practice
10 monitor shall address why they should be approved, acknowledge that they have reviewed the
11 Consent Agreement and include the results of an initial assessment and a monitoring plan
12 regarding the proposed practice monitoring of Respondent. The letter from the proposed
13 Practice Monitor shall be submitted to the Board.

14 **Monitoring Quarterly Reports**

15 10. Once approved, the practice monitor shall submit quarterly reports for review and
16 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
17 this consent agreement that need to be reported and the practice monitor shall notify the Board
18 if more frequent monitoring is needed. The practice monitor shall submit a final summary report
19 for review and approval by the Board Chair or designee. The final summary report submitted by
20 the practice monitor shall address Respondent's competency to engage in independent practice
21 in accordance with current standards of practice.

22 **Change of Practice Monitor During Probation**

23 11. If, during the period of Respondent's probation, the practice monitor determines
24 that they cannot continue as the practice monitor, they shall notify the Board within 10 days of

25 ...

1 the end of monitoring and provide the Board with an interim final report. Respondent shall
2 advise the Board Chair or designee within 30 days of cessation of monitoring by the approved
3 practice monitor of the name of a new proposed practice monitor. The proposed practice
4 monitor shall provide the same documentation to the Board as was required of the initial
5 practice monitor.

6 **Early Release**

7 12. After completion of the stipulations set forth in this consent agreement, and upon
8 the practice monitor's recommendation, Respondent may request early release from the
9 consent agreement.

10 **GENERAL PROVISIONS**

11 **Provision of Clinical Supervision**

12 13. Respondent shall not provide clinical supervision to associate level licensees
13 accruing and submitting hours towards independent licensure while subject to this Consent
14 Agreement.

15 **Civil Penalty**

16 14. Subject to the provisions set forth in paragraph 15, the Board imposes a civil
17 penalty against the Respondent in the amount of \$1,000.00.

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

25 ...

1 16. Within 10 days of being notified of the lifting of the stay, Respondent may request
2 that the matter be reviewed by the Board for the limited purpose of determining whether the
3 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
4 receives the written request within 10 days or less of the next regularly scheduled Board
5 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
6 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
7 review.

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

13 18. If Respondent currently sees clients in their own private practice, and obtains any
14 other type of behavioral health position, either as an employee or independent contractor, where
15 they provide behavioral health services to clients of another individual or agency, they shall
16 comply with requirements set forth in paragraphs 19 through 21 below.

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

25 ...

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

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

25 ...

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

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

15 24. Respondent shall bear all costs relating to probation terms required in this
16 Consent Agreement.

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

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

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

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

24 *Sam Lample*
25 Sam Lample (Nov 9, 2023 15:56 MST)

Samuel S. Lample

Nov 9, 2023

Date

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By: Mpli Zavala Nov 9, 2023
TOBI ZAVALA, Executive Director Date
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed Nov 9, 2023
with:

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

EXECUTED COPY of the foregoing sent electronically Nov 9, 2023
to:

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

Samuel S. Lample
Address of Record
Respondent

Robert Beardsley
3030 N Third Street
Suite 130
Phoenix, AZ 85012
Attorney for Respondent