

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

3 **In the Matter of:**

4 **Todd H. Lawrence, LASAC-15439,**
5 **Licensed Associate Substance Abuse**
6 **Counselor,**
7 **In the State of Arizona.**

8 **RESPONDENT**

CASE NO. 2023-0234
2024-0273

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), Todd H. Lawrence (“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 and the lifting of the stay of suspension.

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 between only Respondent and the Board for
9 the final disposition of this matter and may be used for purposes of determining sanctions in any
10 future disciplinary matter.

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13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

18 7. Respondent acknowledges and agrees that the acceptance of this Consent
19 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
20 other proceedings as may be appropriate now or in the future. Furthermore, and
21 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
22 preclude in any way any other state agency or officer or political subdivision of this state from
23 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
24 in the future relating to this matter or other matters concerning Respondent, including but not

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1 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
2 than with respect to the Board, this Consent Agreement makes no representations, implied or
3 otherwise, about the views or intended actions of any other state agency or officer or political
4 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

15 **FINDINGS OF FACT**

16 1. Respondent is the holder of License No. LASAC-15439 for the practice of
17 substance abuse counseling in the State of Arizona.

18 2. On 06/22/23, the Board received a complaint against Respondent alleging the
19 following in part:

20 a. Respondent was hired as a LASAC by Agency 1 on 06/19/23 and consented
21 to a standardized background check as part of the employment process,
22 received on 06/22/23.

23 b. Respondent failed to disclose an arrest for possession/use of narcotics and
24 possession of drug paraphernalia on 05/29/23.

25 c. Respondent also confessed to not reporting the incident to the Board.

1 d. Given the vulnerable population served by Agency 1, Respondent's
2 employment was terminated due to the severity of the situation and risk
3 posed.

4 3. Despite Respondent being charged with a criminal offense on 05/29/23,
5 Respondent failed to voluntarily disclose this information to the Board within ten days as
6 required by law.

7 4. Following receipt of this complaint regarding substance use concerns, Board staff
8 contacted Respondent regarding the option of entering into an Interim Consent Agreement to
9 suspend his license while he tends to his substance use recovery efforts.

10 5. Respondent agreed to sign the Interim Consent Agreement which went into
11 effect on 07/25/23.

12 6. On 01/19/24, Respondent submitted a written request to be released from the
13 Interim Consent Agreement.

14 7. In Respondent's 01/19/24 request to be released and subsequent 02/22/24
15 response to Board staff questions, Respondent represented the following:

16 a. Respondent is not currently employed.

17 b. Respondent has never shown up to work under the influence and has never
18 taken any type of drugs while working.

19 c. Respondent has been engaging in behavioral health services.

20 d. Respondent attends meetings with Sponsor and attends church weekly.

21 e. Respondent's sobriety date is 05/31/23 after a relapse.

22 f. Respondent utilizes a relapse prevention plan that outlines triggers, coping
23 skills, support groups, and barriers to treatment.

24 8. On 05/17/24, Respondent voluntarily submitted to a 10-panel hair follicle test
25 which yielded negative test results for all substances including opiates.

1 9. An undated letter from Sponsor obtained in 06/24 indicated that Sponsor had
2 been supporting Respondent for the past year and talk weekly about recovery while attesting to
3 Respondent's sustained sobriety since 05/31/23.

4 10. Respondent represented the following during Board staff's investigative
5 interview:

6 a. Respondent had roughly 12 years of sobriety but faced a relapse and quickly
7 took steps to address it by seeking therapy, psychiatric help, and attending
8 more recovery meetings.

9 b. Respondent has realized recognizing triggers are crucial in his recovery.

10 c. Respondent has identified specific coping mechanisms for each trigger which
11 has been a shift from past behavior of ignoring them or self-sabotaging.

12 d. Respondent has taken steps to prevent a relapse such as attending therapy,
13 engaging in meetings, having a sponsor, and working on the steps while
14 attending meetings 2-3 times weekly.

15 e. Respondent feels his relapse prevention plan has been effective for him.

16 f. Initially, Respondent was uncertain if charges would be filed due to the
17 incident occurring on private property and initial interactions with his attorney.

18 g. Respondent did not report the charges within 10 days because he believed
19 Agency 1 had already informed the Board.

20 11. Despite Respondent representing that he believed Agency 1 would report the
21 criminal charges to the Board, Agency 1 did not become aware of Respondent's criminal
22 charges until almost a month after the incident.

23 12. This appears to be a misrepresentation since Respondent was charged on
24 05/29/23 and was not hired with Agency 1 until 06/19/23, meaning at the time Respondent was

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1 charged, Agency 1 was not even aware of his charges therefore they had no way of reporting to
2 the Board.

3 13. Respondent also misrepresented to Board staff by representing in his 01/19/24
4 request to be released from his ICA that he was not currently employed.

5 14. Agency 3 employment records indicated Respondent had been employed as a
6 counselor since 08/23 which means at the time Respondent informed Board staff he was not
7 currently employed, he was in fact employed at Agency 3 for at least four months at the time in
8 01/24.

9 15. On 04/04/24, the Board received a complaint alleging that Respondent had been
10 working at Agency 3 and was adding his credential when signing clinical documentation but
11 Agency 3 did not become aware Respondent's license was suspended until Agency 3's annual
12 license verification in 03/24

13 16. Upon receipt of the complaint, Board staff requested Agency 3 to provide
14 evidence of Respondent utilizing his credential on clinical documentation and Agency 3
15 provided the following:

16 a. From 11/23 – 02/24, Respondent signed 25 group notes with his LASAC
17 credential.

18 b. In total, Respondent signed approximately 322 notes with his LASAC
19 credential.

20 c. Respondent's resume that Agency 3 had on file also indicated Respondent
21 held a LASAC with no indication that it was suspended.

22 17. From 08/23 – 03/24, Respondent was employed at Agency 3 and his
23 employment records included the following in part:

24 a. An undated investigation into an unlicensed counselor indicated the following:

25 ...

- On 03/22/24, it was found that Respondent did not have a current and active Respondent, and Respondent never informed Agency 3 of this despite presenting himself as having a LASAC.
- On 11/15/23, it was observed Respondent was not including his license information in Agency 3's EMR and was asked to add it.
- By 11/27/23, Respondent had added his LASAC to his printed and electronic signatures but failed to disclose his suspended license or the ICA.
- On 03/27/24, Agency 3 decided to terminate Respondent for misrepresenting his license.

18. Respondent represented the following during Board staff's investigative interview:

- a. Respondent assumed Agency 3 knew about the ICA but admits he did not take any steps to ensure Agency 3 was aware of the ICA.
- b. Respondent does not know why he signed Agency 3's job description that states licensure is required.
- c. Respondent does not know if he discussed his license status with Agency 3 during the initial interview.
- d. Respondent did not disclose his suspended license on the job application, assuming it was still valid when he began the hiring process.
- e. Respondent also did not make Agency 3 aware of his prior 05/29/23 criminal charges and represents he completed the application before these charges were filed.
- f. Respondent can now see how this all can be viewed as a misrepresentation.

...

1 19. Respondent failed to disclose his suspended license to Agency 3 upon hire or
2 during his entire time of employment which meant Respondent was not accurately representing
3 his license status to a behavioral health employer.

4 20. It appears Respondent misrepresented information regarding the application
5 process being that his job application is dated 08/04/23 and the ICA went into effect on
6 07/25/23, clearly showing Respondent was fully aware of his suspended Respondent at the time
7 of his employment application.

8 21. Respondent represented that he completed onboarding with Agency 3 prior to his
9 05/23 arrest, yet his job application is dated for 08/04/23, again showing Respondent
10 misrepresented.

11 22. Respondent in fact misrepresented his credentials on numerous clinical records
12 by signing with his LASAC credential while it was in fact not active and suspended.

13 **CONCLUSIONS OF LAW**

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

17 2. The conduct and circumstances described in the Findings of Fact constitute a
18 violation of A.R.S. § 32-3251(16)(I), engaging in any conduct, practice or condition that impairs
19 the ability of the licensee to safely and competently practice the licensee's profession.

20 3. The conduct and circumstances described in the Findings of Fact constitute a
21 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation
22 applicable to the practice of behavioral health, as it relates to:

23 A.R.S. § 32-3208, Mandatory Reporting of Criminal Charges

24 ...

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1 4. The conduct and circumstances described in the Findings of Fact constitute a
2 violation of A.R.S. § 32-3251(16)(c)(ii), making any oral or written misrepresentation of a fact in
3 any statements provided during an investigation or disciplinary proceeding by the board.

4 5. The conduct and circumstances described in the Findings of Fact constitute a
5 violation of A.R.S. § 32-3251(16)(c)(iii), making any oral or written misrepresentation of a fact
6 regarding the licensee's skills or the value of any treatment provided or to be provided.

7 **ORDER**

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

10 **Stayed Suspension**

11 1. As of the effective date of this Consent Agreement, Respondent's license,
12 LASAC-15439, shall be **SUSPENDED**. However, the suspension shall be stayed and
13 Respondent's license shall be placed on probation.

14 2. During the stayed suspension portion of the Order, if Respondent is
15 noncompliant with the terms of the Order in any way, the stay of the suspension shall be lifted
16 and Respondent's license shall be automatically suspended as set forth above.

17 3. If Respondent contests the lifting of the stay as it relates to this paragraph,
18 Respondent shall request in writing, within 10 days of being notified of the automatic suspension
19 of licensure, that the matter be placed on the Board agenda for the Board to review and
20 determine if the automatic suspension of Respondent's license was supported by clear and
21 convincing evidence.

22 4. If the written request is received within 10 days of a regularly scheduled Board
23 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
24 scheduled Board meeting.

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1 5. Pending the Board's review, Respondent's license shall be reported as
2 suspended - under review. Respondent may not work in any capacity as a licensed behavioral
3 health professional pending the Board's review. The Board's decision and Order shall not be
4 subject to further review.

5 6. Respondent's license, LASAC-15439, will be placed on probation for 24 months,
6 effective from the date of entry as signed below.

7 7. Respondent shall not practice under their license, LAC-15439, unless they are
8 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
9 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
10 shall immediately notify the Board in writing and shall not practice under their license until they
11 submit a written request to the Board to re-commence compliance with this Consent
12 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

17 **Practice Restriction**

18 9. While on probation, Respondent may not participate in supervised private
19 practice.

20 **Continuing Education**

21 10. In addition to the continuing education requirements of A.R.S. § 32-3273, within
22 12 months of the effective date of this Consent Agreement, Respondent shall take and pass an
23 in-person three semester credit hour graduate level behavioral health ethics course from a
24 regionally accredited college or university, pre-approved by the Board Chair or designee. Upon

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1 completion, Respondent shall submit to the Board an official transcript establishing completion
2 of the required course.

3 **Therapy**

4 11. During the period of probation, Respondent shall attend therapy for 24 months
5 with a masters or higher level behavioral health professional licensed at the independent level.
6 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of
7 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or
8 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit
9 a letter addressing why they should be approved, acknowledging that they have reviewed the
10 Consent Agreement and include the results of an initial assessment and a treatment plan
11 regarding the proposed treatment of Respondent.

12 12. Upon approval, the Board will provide the therapist with copies of any required
13 evaluations completed at the request of the Board prior to this Consent Agreement and the
14 Board's investigative report.

15 **Focus and Frequency of Therapy**

16 13. The focus of the therapy shall relate to the current focus and an additional focus
17 on relapse, prevention, and triggers. Respondent shall meet with the therapist once monthly for
18 the first 12 months, and the frequency for the remaining time will be at the recommendation of
19 the therapist, to include early release at the recommendation of the therapist.

20 **Reports**

21 14. Once approved, the therapist shall submit quarterly reports and a final summary
22 report to the Board for review and approval. The quarterly reports shall include issues presented
23 in this Consent Agreement that need to be reported and the therapist shall notify the Board if
24 more frequent therapy is needed. The reports shall address Respondent's current mental health

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1 status, medications prescribed, if any, treatment recommendation, and shall report if, in their
2 professional opinion, Respondent becomes unable to practice psychotherapy safely and
3 competently. The final report shall also contain a recommendation as to whether the
4 Respondent should be released from this Consent Agreement.

5 **Change of Therapist**

6 15. In the event that, during the period of Respondent's probation, Respondent's
7 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new
8 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee
9 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued
10 treatment, the proposed therapist shall submit a letter addressing why they should be approved,
11 acknowledging that they have reviewed the Consent Agreement, and include the results of an
12 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

13 **Biological Fluid Testing**

14 16. Within 10 days of the effective date of this Order, Respondent shall enroll in a
15 program that meets Board criteria for observed random biological fluid testing. The chemicals
16 tested shall be determined by the Board Chair or designee. Random testing shall be done at a
17 minimum of once per quarter for the first 12 months, with an option for early release after the
18 first 12 months and may be required more frequently as requested by the Board or its designee.
19 Respondent shall direct the Board-approved testing laboratory to provide a copy of each test
20 result to the Board. Respondent shall direct the Board-approved testing laboratory to advise the
21 Board or its designee within 7 days regarding any issue of noncompliance by Respondent.
22 Respondent shall notify the biological fluid testing laboratory and the Board, in writing, of
23 unavailability to test prior to an anticipated absence or if unable to provide a sample due to
24 illness. Respondent must submit in writing within 7 days of the missed specimen,

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1 documentation from a treating physician who has personally evaluated Respondent on the day
2 of the requested screen that Respondent was not physically able to report to the laboratory for
3 biological fluid testing.

4 ***Failure to show for a random biological fluid test or failure to provide a random***
5 ***biological fluid sample on a day when a sample is requested by the Board, its designee***
6 ***or the laboratory will be considered an admission of a positive urine screening.*** The
7 following situations will also constitute ***an admission of a positive urine screen***: submission of
8 a specimen where the integrity has been compromised as indicated by the presence of
9 adulterants, with determination made by laboratory personnel; submission of a sample that is
10 below acceptable volume or temperature to be tested; failure to provide written advance notice
11 of anticipated absence; and failure to provide written verification of illness from a physician
12 within 7 days of the missed specimen.

13 ***Failure to show for the random biological fluid test, failure to provide a random***
14 ***biological fluid sample*** or a positive drug screen showing evidence of any drug other than an
15 authorized medication ***will constitute a violation of this Order. A violation of this Order for***
16 ***those reasons will be deemed to be a threat to the public's health, safety and welfare.***
17 ***The Board may then summarily suspend Respondent's license and may impose***
18 ***disciplinary action including but not limited to suspension or revocation of Respondent's***
19 ***license, after notice and opportunity for a hearing. The issue at such hearing will be***
20 ***limited to whether Respondent violated this Order by failing to show for a random***
21 ***biological fluid test, failing to provide a random biological fluid sample or for having***
22 ***tested positive for any drug other than an authorized medication.***

23 17. Respondent shall abstain completely from the personal use of the following
24 substances: opiates, foodstuffs containing poppy seeds, foodstuffs containing hemp products,
25 ...

1 and herbal or health preparations containing derivatives of controlled substances. Respondent
2 is fully responsible for any and all ingested materials and their contents.

3 18. Respondent shall abstain completely from the personal use of alcohol or
4 controlled substances or possession of controlled substances, as defined in the State Controlled
5 Substances Act and Dangerous Drugs and Narcotics as defined by law or any drugs requiring a
6 prescription. Respondent shall abstain from the use of alcohol and all over-the-counter
7 medications except plain aspirin, acetaminophen, or ibuprofen.

8 19. Orders prohibiting Respondent from personal use or possession of controlled
9 substances, dangerous drugs, narcotics, or medications do not apply to medications lawfully
10 prescribed to Respondent for a bona fide illness or condition by a medical care provider. During
11 the duration of this Consent Agreement, Respondent shall select one (1) medical care provider
12 to coordinate their health care needs and to be aware of all prescriptions utilized by
13 Respondent. Respondent shall immediately submit to that provider a copy of this Consent
14 Agreement and shall execute all release of information forms as required by the Board or its
15 designee. The medical care provider shall, within 14 days of the effective date of this Consent
16 Agreement, inform the Board, in writing, of knowledge of Respondent's Consent Agreement and
17 provide a list of medications prescribed for Respondent. During the duration of this Consent
18 Agreement, Respondent shall cause all providers to notify the Board of any additional
19 medications ordered by the provider. The notification shall be made in writing within 7 days of
20 the provider's issuance of the prescription.

21 20. If Respondent has a lawful prescription for a narcotic or mood-altering drug,
22 Respondent shall cause their prescribing provider to submit monthly reports to the Board by the
23 30th day of each month regarding the continued need for the prescribed narcotic or mood-
24 altering medications. The Board or its designee may, at any time, request the provider to

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1 document the continued need for prescribed medications. Respondent shall keep a written
2 record of medications taken, including over the counter drugs, and produce such record upon
3 request by the Board or its designee.

4 **GENERAL PROVISIONS**

5 **Provision of Clinical Supervision**

6 21. Respondent shall not provide clinical supervision to associate level licensees
7 accruing and submitting hours towards independent licensure while subject to this Consent
8 Agreement.

9 **Civil Penalty**

10 22. Subject to the provisions set forth in paragraph 23, the Board imposes a civil
11 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

6 26. If Respondent currently sees clients in their own private practice, and obtains any
7 other type of behavioral health position, either as an employee or independent contractor, where
8 they provide behavioral health services to clients of another individual or agency, they shall
9 comply with requirements set forth in paragraphs 27 through 29 below.

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

18 28. If Respondent is not employed as of the effective date of this Order, within 10
19 days of accepting employment in a position where Respondent provides any type of behavioral
20 health related services or in a setting where any type of behavioral health, health care, or social
21 services are provided, Respondent shall provide the Board Chair or designee with a written
22 statement providing the contact information of their new employer and a signed statement from
23 Respondent's new employer confirming Respondent provided the employer with a copy of this
24 Consent Agreement. If Respondent does not provide the employer's statement to the Board

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1 within 10 days, as required, Respondent's failure to provide the required statement to the Board
2 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
3 employer(s) with a copy of the Consent Agreement.

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

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

21 31. Prior to the release of Respondent from probation, Respondent must submit a
22 written request to the Board for release from the terms of this Consent Agreement at least 30
23 days prior to the date they would like to have this matter appear before the Board. Respondent
24 may appear before the Board, either in person or telephonically. Respondent must provide

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1 evidence that they have successfully satisfied all terms and conditions in this Consent
2 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
3 this Consent Agreement have been met and whether Respondent has adequately demonstrated
4 that they have addressed the issues contained in this Consent Agreement. In the event that the
5 Board determines that any or all terms and conditions of this Consent Agreement have not been
6 met, the Board may conduct such further proceedings as it determines are appropriate to
7 address those matters.

8 32. Respondent shall bear all costs relating to probation terms required in this
9 Consent Agreement.

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

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

13 35. This Consent Agreement is conclusive evidence of the matters described herein
14 and may be considered by the Board in determining appropriate sanctions in the event a
15 subsequent violation occurs.

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

17 Todd Lawrence Aug 16, 2024
18 Todd H. Lawrence Date

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

20 By: M. Zavalala Aug 18, 2024
21 TOBI ZAVALA, Executive Director Date
22 Arizona Board of Behavioral Health Examiners

23 **ORIGINAL** of the foregoing filed Aug 18, 2024
24 with:

25 ...

1 Arizona Board of Behavioral Health Examiners
2 1740 West Adams Street, Suite 3600
3 Phoenix, AZ 85007

4 **EXECUTED COPY** of the foregoing sent electronically Aug 18, 2024
5 to:

6 Mona Baskin
7 Assistant Attorney General
8 2005 North Central Avenue
9 Phoenix, AZ 85004

10 Todd H. Lawrence
11 Address of Record
12 Respondent

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

3 **In the Matter of:**

4 **Todd H. Lawrence, LASAC-15439,**
5 **Licensed Associate Substance Abuse**
6 **Counselor,**
7 **In the State of Arizona.**

8 **Respondent**

CASE NO. 2023-0234

INTERIM CONSENT AGREEMENT

9 By mutual agreement and understanding, between the Arizona State Board of
10 Behavioral Health Examiners (“Board”) and Todd H. Lawrence (“Respondent”), the parties
11 enter into this Interim Consent Agreement, Findings of Fact, Conclusions of Law and Order
12 (“Interim Consent Agreement”) as an interim disposition of this matter.

13 **RECITALS**

14 Respondent understands and agrees that:

15 1. The Board may adopt this Interim Consent Agreement, or any part thereof,
16 pursuant to A.R.S. § 32-3251 *et seq.* and A.R.S. § 41-1092.07(F)(5).

17 2. Respondent has read and understands this Interim Consent Agreement as set
18 forth herein, and has had the opportunity to discuss this Interim Consent Agreement with an
19 attorney or has waived the opportunity to discuss this Interim Consent Agreement with an
20 attorney. Respondent voluntarily enters into this Interim Consent Agreement and by doing so
21 agrees to abide by all of its terms and conditions.

22 3. By entering into this Interim Consent Agreement, Respondent freely and
23 voluntarily relinquishes all rights to an administrative hearing on the matters set forth herein, as
24 well as all rights of rehearing, review, reconsideration, appeal, judicial review or any other
25 administrative and/or judicial action, concerning the matters related to the Interim Consent
Agreement.

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

15 5. 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 their
17 acceptance of this Interim Consent Agreement or make any modifications to it. Any
18 modification of this original document is ineffective and void unless mutually approved by the
19 parties in writing.

20 6. 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 7. Respondent understands and agrees that if the Board does not adopt this
23 Interim Consent Agreement, they 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.

1 8. Respondent acknowledges and agrees that the acceptance of this Consent
2 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
3 other proceedings as may be appropriate now or in the future. Furthermore, and
4 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
5 preclude in any way any other state agency or officer or political subdivision of this state from
6 instituting proceedings, investigating claims, or taking legal action as may be appropriate now
7 or in the future relating to this matter or other matters concerning Respondent, including but not
8 limited to violations of Arizona’s Consumer Fraud Act. Respondent acknowledges that, other
9 than with respect to the Board, this Consent Agreement makes no representations, implied or
10 otherwise, about the views or intended actions of any other state agency or officer or political
11 subdivision of the state relating to this matter or other matters concerning Respondent.

12 9. Respondent understands that this Interim Consent Agreement is a public record
13 that may be publicly disseminated as a formal action of the Board, and that it shall be reported
14 as required by law to the National Practitioner Data Bank.

15 10. Respondent understands that this Interim Consent Agreement does not alleviate
16 their responsibility to comply with the applicable license-renewal statutes and rules. If this
17 Interim Consent Agreement remains in effect at the time Respondent’s behavioral health
18 licenses come up for renewal, they must renew their license(s) if Respondent wishes to retain
19 their license(s). If Respondent elects not to renew their license(s) as prescribed by statute and
20 rule, Respondent’s license(s) will not expire but rather, by operation of law (A.R.S. § 32-3202),
21 become suspended until the Board takes final action in this matter. Once the Board takes final
22 action, in order for Respondent to be licensed in the future, they must submit a new application
23 for licensure and meet all of the requirements set forth in the statutes and rules at that time.

24 ...

25 ...

1 11. Respondent understands that any violation of this Interim Consent Agreement
2 constitutes unprofessional conduct under A.R.S. § 32-3251(16)(n), violating a formal order,
3 consent agreement, term of probation or stipulated agreement, and may result in disciplinary
4 action under A.R.S. § 32-3281.

5 Respondent understands and agrees that:

6 **INTERIM FINDINGS OF FACT**

7 1. The Board is the duly constituted authority for licensing and regulating the
8 practice of substance abuse counseling in the State of Arizona.

9 2. Respondent is the holder of License No. LASAC-15439.

10 3. Respondent agrees to voluntarily enter into this interim consent agreement while
11 he tends to his substance use recovery efforts.

12 **INTERIM CONCLUSIONS OF LAW**

13 1. The Board possesses subject matter and personal jurisdiction over Respondent
14 pursuant to A.R.S. § 32-3251 *et seq.*

15 2. The Board is authorized to enter into an interim consent agreement with a
16 substance abuse counselor to limit or restrict the professional's practice in order to protect the
17 public and ensure that the professional is able to safely engage in the practice of substance
18 abuse counseling pursuant to A.R.S. § 32-3281.

19 **INTERIM ORDER**

20 Based on the Interim Findings of Fact and Interim Conclusions of Law, and pursuant to
21 the authority granted to the Board under A.R.S. § 32-3281:

22 **IT IS HEREBY ORDERED** that Respondent shall not practice under their license until
23 such time as they submit a written request for the reinstatement of their license to the Board and
24 the Board affirmatively approves Respondent's request for reinstatement. The Board may, in its

25 ...

1 discretion, require any combination of staff-approved physical, psychiatric, or psychological
2 examinations, or other types of examinations, evaluations or interviews it believes are
3 necessary to assist the Board in determining whether Respondent is able to safely and
4 competently return to the practice of substance abuse counseling. The Board's affirmative
5 approval to permit Respondent to return to practicing under their license shall not preclude the
6 Board from taking any other action it deems appropriate based upon the conduct set forth in the
7 Interim Findings of Fact.

8 Respondent's agreement not to practice under License No. LASAC-15439 will be
9 considered an interim suspension of their license.

10
11 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

12 *Todd Lawrence*

Jun 27, 2023

13 Todd H. Lawrence

Date

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

15 By:

Mpli Zavala

Jul 25, 2023

16 TOBI ZAVALA, Executive Director
17 Arizona Board of Behavioral Health Examiners

Date

18 **ORIGINAL** of the foregoing filed Jul 25, 2023

19 with:

20 Arizona Board of Behavioral Health Examiners
21 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

22 **EXECUTED COPY** of the foregoing sent electronically Jul 25, 2023

23 to:

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

1 Todd H. Lawrence
2 Address of Record
3 Respondent

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