

1 2. The conduct and circumstances described in the Findings of Fact constitute a
 2 violation of A.R.S. § 32-3251(16)(k), any conduct or practice that is contrary to recognized
 3 standards of ethics in the behavioral health profession or that constitutes a danger to the health,
 4 welfare or safety of a client, as it relates to the following section of the 2008 NASW Code of
 5 Ethics:

6 4.05 Impairment:

7 (a) Social workers should not allow their own personal problems, psychosocial
 8 distress, legal problems, substance abuse, or mental health difficulties to
 9 interfere with their professional judgment and performance or to jeopardize the
 10 best interests of people for whom they have a professional responsibility.

11 (b) Social workers whose personal problems, psychosocial distress, legal
 12 problems, substance abuse, or mental health difficulties interfere with their
 13 professional judgment and performance should immediately seek consultation
 14 and take appropriate remedial action by seeking professional help, making
 15 adjustments in workload, terminating practice, or taking any other steps
 16 necessary to protect clients and others.

17 ORDER

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

20 Stayed Suspension

21 1. As of the effective date of this Consent Agreement, Respondent's license,
 22 LCSW-11616, shall be **SUSPENDED** 5 years. However, the suspension shall be stayed and
 23 Respondent's license shall be placed on probation.

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

4 3. If Respondent contests the lifting of the stay as it relates to this paragraph,
5 Respondent shall request in writing, within 10 days of being notified of the automatic
6 suspension of licensure, that the matter be placed on the Board agenda for the Board to review
7 and determine if the automatic suspension of Respondent's license was supported by
8 substantial evidence.

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

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

16 Probation

17 6. Respondent's license, LCSW-11616, will be placed on probation, effective from
18 the date of entry as signed below.

19 7. Respondent shall not practice under his license, LCSW-11616, unless he is fully
20 compliant with all terms and conditions in this Consent Agreement. If, for any reason,
21 Respondent is unable to comply with the terms and conditions of this Consent Agreement, he
22 shall immediately notify the Board in writing and shall not practice under his license until he
23 submits a written request to the Board to re-commence compliance with this Consent
24 Agreement. All such requests shall be pre-approved by the Board Chair or designee.
25 ...

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

Practice Restriction

9. While on probation, if Respondent engages in the practice of behavioral health, he shall do so only while working at a behavioral health agency licensed by the state of Arizona.

Recovery Program

10. While on probation, Respondent shall continue attending 90 meetings in 90 days then attend a self-help group 3 times a week for 6 months, then weekly for the remainder of his 24 month probation. Respondent shall obtain a sponsor, mentor, or group leader and that individual shall provide quarterly reports to the Board Chair or designee attesting to Respondent's attendance and participation.

Relapse Prevention Program

11. While on probation, Respondent shall attend relapse prevention group therapy weekly for 26 weeks, then twice monthly. The relapse prevention program shall be pre-approved by the Board Chair or designee. The provider shall submit a written confirmation of Respondent's successful completion of the program to the Board. The provider shall also submit Respondent's discharge plan to the Board.

Hair Follicle Testing

12. Within 10 days of the effective date of this Order, Respondent shall submit the name, address, and phone number of a testing laboratory to complete observed hair follicle testing including SA panel to be pre-approved by the Board chair or designee. Within 90 days of the effective date of this Order, Respondent shall complete the initial hair follicle test, and complete additional tests every 90 days. Respondent shall direct the Board-approved testing laboratory to provide a copy of each test result to the Board. Respondent shall direct the Board-

1 approved testing laboratory to advise the Board or its designee within 7 days regarding any
2 issue of noncompliance by Respondent. Respondent shall notify the testing laboratory and the
3 Board, in writing, of unavailability to test prior to an anticipated absence or if unable to provide a
4 sample due to illness. Respondent must submit in writing within 7 days of the missed specimen
5 documentation from a treating physician who has personally evaluated Respondent
6 on the day of the scheduled screen that Respondent was not physically able to report to the
7 laboratory for hair follicle testing.

8 13. Respondent shall abstain completely from the personal use of the following
9 substances: opiates, foodstuffs containing poppy seeds, foodstuffs containing hemp products,
10 and herbal or health preparations containing derivatives of controlled substances. Respondent
11 is fully responsible for any and all ingested materials and their contents.

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

17 15. Orders prohibiting Respondent from personal use or possession of controlled
18 substances, dangerous drugs, narcotics, or medications do not apply to medications lawfully
19 prescribed to Respondent for a bona fide illness or condition by a medical care provider. During
20 the duration of this Consent Agreement, Respondent shall select one (1) medical care provider
21 to coordinate his health care needs and to be aware of all prescriptions utilized by Respondent.
22 Respondent shall immediately submit to that provider a copy of this Consent Agreement and
23 shall execute all release of information forms as required by the Board or its designee. The
24 medical care provider shall, within 14 days of the effective date of this Consent Agreement,
25 inform the Board, in writing, of knowledge of Respondent's Consent Agreement and provide a

1 list of medications prescribed for Respondent. During the duration of this Consent Agreement
 2 Respondent shall cause all providers to notify the Board of any additional medications ordered
 3 by the provider. The notification shall be made in writing within 7 days of the provider's issuance
 4 of the prescription.

5 16. If Respondent has a lawful prescription for a narcotic or mood-altering drug,
 6 Respondent shall cause his prescribing provider to submit quarterly reports to the Board
 7 regarding the continued need for the prescribed narcotic or mood-altering medications. The
 8 Board or its designee may, at any time, request the provider to document the continued need for
 9 prescribed medications. Respondent shall keep a written record of medications taken, including
 10 over the counter drugs, and produce such record upon request by the Board or its designee.

11 **Early Release**

12 17. During the term of probation, Respondent may request a review for early release
 13 by the Board on an annual basis.

14 **GENERAL PROVISIONS**

15 **Provision of Clinical Supervision**

16 18. Respondent shall not provide clinical supervision while subject to this Consent
 17 Agreement.

18 **Civil Penalty**

19 19. Subject to the provisions set forth in paragraph 20, the Board imposes a civil
 20 penalty against the Respondent in the amount of \$1,000.00.

21 20. Respondent's payment of the civil penalty shall be stayed so long as Respondent
 22 remains compliant with the terms of this Consent Agreement. If Board staff determines that
 23 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
 24 exception of the tolling provision under paragraph 8, the stay of the civil penalty payment shall
 25 be automatically lifted and payment of the civil penalty shall be made by certified check on

1 money order payable to the Board within 30 days after being notified in writing of the lifting of
2 the stay.

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

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

14 23. If Respondent currently sees clients in their own private practice, and obtains any
15 other type of behavioral health position, either as an employee or independent contractor, where
16 he provides behavioral health services to clients of another individual or agency, he shall
17 comply with requirements set forth in paragraphs 24 through 26 below.

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

1 25. 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 his 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 26. 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 his ability to timely comply with
14 the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the
15 Board of his change of employment status. After the change and within 10 days of accepting
16 employment in a position where Respondent provides any type of behavioral health related
17 services or in a setting where any type of behavioral health, health care, or social services are
18 provided, Respondent shall provide the Board Chair or designee a written statement providing
19 the contact information of his new employer(s) and a signed statement from Respondent's new
20 employer(s) confirming Respondent provided the employer(s) with a copy of this Consent
21 Agreement. If Respondent does not provide the employer's statement to the Board within 10
22 days, as required, Respondent's failure to provide the required statement to the Board shall be
23 deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
24 employer(s) with a copy of the Consent Agreement.

1 27. Respondent shall practice behavioral health using the name under which he is
2 licensed. If Respondent changes his name, he shall advise the Board of the name change as
3 prescribed under the Board's regulations and rules.

4 28. 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 he 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 he has successfully satisfied all terms and conditions in this Consent Agreement.
9 The Board has the sole discretion to determine whether all terms and conditions of this Consent
10 Agreement have been met and whether Respondent has adequately demonstrated that he has
11 addressed the issues contained in this Consent Agreement. In the event that the Board
12 determines that any or all terms and conditions of this Consent Agreement have not been met,
13 the Board may conduct such further proceedings as it determines are appropriate to address
14 those matters.

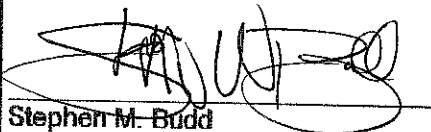
15 29. Respondent shall bear all costs relating to probation terms required in this
16 Consent Agreement.

17 30. 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 31. This Consent Agreement shall be effective on the date of entry below.

20 32. 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 
25 Stephen M. Budd

2/11/11
Date

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Dated this 16th day of February, 2016.

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

ORIGINAL of the foregoing filed
This 16th day of February, 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 16th day of February, 2016, to:

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

COPY of the foregoing mailed via
Certified mail no. 70142870 0001 89575402
This 16th day of February, 2016, to:

Stephen M. Budd
Address of Record
Respondent

COPY of the foregoing mailed via Mail
This 16th day of February, 2016 to:

Faren Akins
7702 E. Doubletree Ranch Rd. Ste. 300
Scottsdale, AZ 85258
Attorney for Respondent

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

3 **In the Matter of:**

4 **Stephen M. Budd, LCSW-11616,**
5 **Licensed Clinical Social Worker,**
6 **In the State of Arizona.**

7 **Respondent**

CASE NO. 2015-0112
 INTERIM CONSENT AGREEMENT

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

12 **RECITALS**

13 Respondent understands and agrees that:

- 14 1. The Board may adopt this Interim Consent Agreement, or any part thereof,
15 pursuant to A.R.S. § 32-3251 *et seq.* and A.R.S. § 41-1092.07(F)(5).
- 16 2. Respondent has read and understands this Interim Consent Agreement as set
17 forth herein, and has had the opportunity to discuss this Interim Consent Agreement with an
18 attorney or has waived the opportunity to discuss this Interim Consent Agreement with an
19 attorney. Respondent voluntarily enters into this Interim Consent Agreement and by doing so
20 agrees to abide by all of its terms and conditions.
- 21 3. By entering into this Interim Consent Agreement, Respondent freely and
22 voluntarily relinquishes all rights to an administrative hearing on the matters set forth herein, as
23 well as all rights of rehearing, review, reconsideration, appeal, judicial review or any other
24 administrative and/or judicial action, concerning the matters related to the Interim Consent
25 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 his acceptance of this Interim
9 Consent Agreement to constitute an admission of any fact or facts and he enters into this
10 agreement as an interim compromise of a pending matter. Respondent further does not
11 relinquish his 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 he 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 his
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, 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.

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

4 9. Respondent understands that this Interim Consent Agreement does not alleviate
5 his responsibility to comply with the applicable license-renewal statutes and rules. If this Interim
6 Consent Agreement remains in effect at the time Respondent's behavioral health licenses
7 come up for renewal, he must renew his licenses if Respondent wishes to retain his licenses. If
8 Respondent elects not to renew his licenses as prescribed by statute and rule, Respondent's
9 licenses will not expire but rather, by operation of law (A.R.S. § 32-3202), become suspended
10 until the Board takes final action in this matter. Once the Board takes final action, in order for
11 Respondent to be licensed in the future, he must submit a new application for licensure and
12 meet all of the requirements set forth in the statutes and rules at that time.

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

17 **INTERIM FINDINGS OF FACT**

18 1. The Board is the duly constituted authority for licensing and regulating the
19 practice of licensed clinical social work in the State of Arizona.

20 2. Respondent is the holder of License No. LCSW-11616.

21 3. On 06/04/15, the Board reviewed Respondent's self-report of a domestic
22 violence arrest, and all other information obtained during the Board's investigation.

23 4. At the conclusion of their review, the Board ordered that Respondent undergo an
24 evaluation by an addictionologist and provide the results to the Board.

25 5. The addictionologist's 09/06/15 evaluation indicated the following:

a. 08/18/15:

- 1 • Respondent submitted to a phosphatidylethanol test which is a blood test
- 2 that can detect the intake of 6 or more standard drinks in the prior 2-3
- 3 weeks.
- 4 • The test was strongly positive for phosphatidylethanol.
- 5 • Respondent's level quantitated at 208 ng/mL, which is highly suggestive
- 6 of significant drinking after the period where he informed the
- 7 addictionologist he ceased drinking.

8 b. 08/30/15:

- 9 • After having a discussion about Respondent completing an intensive
- 10 outpatient program and completing another blood test, Respondent
- 11 indicated he drank as recent as 08/25/15 where he had 3 ½ pale ales.
- 12 • Respondent indicated he last met with his sponsor on 08/29/15 but did
- 13 not inform him of his alcohol consumption 4 days earlier.

14 c. Based on the blood test and recent revelation, there is no question that

15 Respondent suffers from a moderate to severe alcohol use disorder and

16 requires treatment.

17 6. On 09/28/15, Respondent's addictionologist provided a letter to the Board

18 indicating the following:

- 19 a. At the time of the initial evaluation on 09/06/15, Respondent was
- 20 recommended to enter into either an intensive outpatient program or
- 21 residential program for treatment of alcohol use disorder.
- 22 b. Respondent has since enrolled into an intensive outpatient program, which
- 23 has been reviewed and determined to be an appropriate primary treatment.
- 24 c. Respondent is not safe to practice in a clinical role until he has completed
- 25 treatment and reassessment.

1 **INTERIM CONCLUSIONS OF LAW**

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

4 2. The Board is authorized to enter into an interim consent agreement with an
5 licensed clinical social worker to limit or restrict the professional's practice in order to protect the
6 public and ensure that the professional is able to safely engage in the practice of licensed
7 clinical social work pursuant to A.R.S. § 32-3281.

8 **INTERIM ORDER**

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

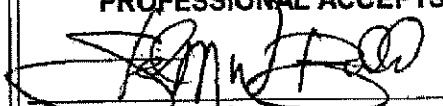
11 **IT IS HEREBY ORDERED** that Respondent shall not practice under his license until
12 such time as he submits a written request for the reinstatement of his license to the Board and
13 the Board affirmatively approves Respondent's request for reinstatement. Respondent shall not
14 submit a written request for the reinstatement of his license until such time that he has
15 successfully complied with the addictionologist's 09/06/15 recommendation of completing a 12-
16 week intensive outpatient program addressing alcohol use disorder, and undergoes a
17 reassessment concerning alcohol use. At the time that Respondent submits a written request for
18 the reinstatement of his license, he shall also include verification of the successful completion of
19 his intensive outpatient program and the results of the addictionologist's reassessment, for the
20 Board's review and consideration.

21 The Board may, in its discretion, require any combination of staff-approved physical,
22 psychiatric, or psychological examinations, or other types of examinations, evaluations or
23 interviews it believes are necessary to assist the Board in determining whether Respondent is
24 able to safely and competently return to the practice of licensed clinical social work. The Board's
25 affirmative approval to permit Respondent to return to practicing under his license shall not

1 preclude the Board from taking any other action it deems appropriate based upon the conduct
2 set forth in the Interim Findings of Fact.

3 Respondent's agreement not to practice under License No. LCSW-11616 will be
4 considered an interim suspension of his license.

5
6 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

7 
8 Stephen M. Budd

Date

10/7/2015

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

10 Dated this 8th day of October, 2015.

11
12 By: 

13 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

14 **ORIGINAL** of the foregoing filed

15 This 8th day of October, 2015, with:

16 Arizona Board of Behavioral Health Examiners
3443 N. Central Ave., Suite 1700
17 Phoenix, AZ 85012

18 **COPY** of the foregoing mailed via Interagency Mail

19 This 8th day of October, 2015, to:

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

22 **COPY** of the foregoing mailed via

23 Certified mail no. 701428700001 8957 1367
This 8th day of October, 2015, to:

24 Stephen M. Budd
Address of Record
25 Respondent

1 **COPY** of the foregoing mailed via Mail
This 8th day of October, 2015 to:

2
3 Faren Akins
4 7708 E. Doubletree Ranch Road, # 300
5 Scottsdale, AZ 85258
6 Attorney for Respondent
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