

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

2 **In the Matter of:**

CASE NO. 2020-0053

3 **Maria L. Suarez, LMSW-17839,**
4 **Licensed Master Social Worker,**
5 **In the State of Arizona.**

**RELEASE FROM CONSENT AGREEMENT
AND ORDER**


6 **RESPONDENT**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated October 28th 2019. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated October 28th 2019.

11 **ORDER**

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

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated October 28th 2019.

15 By: 

Apr 13, 2020

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

Date

18 **ORIGINAL** of the foregoing filed Apr 13, 2020
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 Apr 13, 2020
to:

23 Maria L. Suarez
24 Address of Record
Respondent

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

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

In the Matter of:

**Maria L. Suarez, LMSW-17839,
Licensed Master Social Worker,
In the State of Arizona.**

RESPONDENT

CASE NO. 2020-0053

CONSENT AGREEMENT

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Maria L. Suarez ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

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

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

3. Respondent has the right to consult with an attorney prior to entering into this 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 understands that once the Board approves and signs this Consent
17 Agreement, it is a public record that may be publicly disseminated as a formal action of the
18 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

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

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

25 ...

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

2 **FINDINGS OF FACT**

3 1. Respondent is the holder of License No. LMSW-17839 for the practice of social
4 work in Arizona.

5 2. On 12/11/18, Respondent was arrested for driving under the influence.

6 3. Respondent's blood alcohol content was measured at .187%.

7 4. Respondent acknowledges consuming alcohol prior to operating her vehicle.

8 **CONCLUSIONS OF LAW**

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

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

15 **ORDER**

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

18 1. Respondent's license, LMSW-15498, will be placed on probation, effective from
19 the date of entry as signed below.

20 2. Respondent shall not practice under their license, LMSW-15498, unless they are
21 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
22 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
23 shall immediately notify the Board in writing and shall not practice under their license until they
24 submit a written request to the Board to re-commence compliance with this Consent Agreement.

25 All such requests shall be pre-approved by the Board Chair or designee.

1 Civil Penalty

2 8. Subject to the provisions set forth in paragraph 9, the Board imposes a civil
3 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

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

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

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

19 15. If, during the period of Respondent's probation, Respondent changes
20 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
21 extended leave of absence for whatever reason that may impact their ability to timely comply
22 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
23 the Board of their change of employment status. After the change and within 10 days of
24 accepting employment in a position where Respondent provides any type of behavioral health
25 related services or in a setting where any type of behavioral health, health care, or social

1 services are provided, Respondent shall provide the Board Chair or designee a written
2 statement providing the contact information of their new employer(s) and a signed statement
3 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
4 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
5 the Board within 10 days, as required, Respondent's failure to provide the required statement to
6 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
7 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

22 18. Respondent shall bear all costs relating to probation terms required in this
23 Consent Agreement.

24 ...

25 ...

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

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

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

7
8 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

9 Maria L. Suarez
10 Maria L. Suarez (Sep 13, 2019)

11 Maria L. Suarez

Sep 13, 2019

12 Date

13
14 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

15 By:

16 M. Zaval

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

19 Oct 28, 2019

20 Date

21 **ORIGINAL** of the foregoing filed Oct 28, 2019
22 with:

23 Arizona Board of Behavioral Health Examiners
24 1740 West Adams Street, Suite 3600
25 Phoenix, AZ 85007

EXECUTED COPY of the foregoing sent electronically Oct 28, 2019
to:

Marc Harris
Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

Maria L. Suarez
Address of Record
Respondent