In the Matter of: 2 3 Santos M. Gonzales, LCSW-19185, CASE NO. 2022-0166 Licensed Clinical Social Worker, 4 In the State of Arizona. **RELEASE FROM CONSENT AGREEMENT AND ORDER** 5 RESPONDENT 6 7 The Board received a request from Respondent to release them from the terms and conditions of the Consent Agreement and Order dated November 16th, 2022. After 8 consideration, the Board voted to release Respondent from the terms and conditions of the 9 Consent Agreement and Order dated November 16th, 2022. 10 ORDER 11 GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT: 12 Respondent is hereby released from all terms and conditions of the Consent Agreement 13 and Order dated November 16th, 2022. 14 Feb 13, 2024 By: 15 TOBI ZAVALA, Executive Director Date 16 Arizona Board of Behavioral Health Examiners 17 ORIGINAL of the foregoing filed Feb 13, 2024 18 with: 19 Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600 20 Phoenix, AZ 85007 21 **EXECUTED COPY** of the foregoing sent electronically Feb 13, 2024 22 Santos M. Gonzales 23 Address of Record Respondent 24 25

BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS

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BEFORE THE ARIZONA BOARD OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Santos M. Gonzales, LCSW-19185, Licensed Clinical Social Worker, In the State of Arizona. CASE NO. 2022-0166
CONSENT AGREEMENT

RESPONDENT

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), Santos M. Gonzales ("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:

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

- 4. Respondent acknowledges and agrees that upon signing this Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke their acceptance of this Consent Agreement or make any modifications to it. Any modification of this original document is ineffective and void unless mutually approved by the parties in writing.
- 5. The findings contained in the Findings of Fact portion of this Consent Agreement are conclusive evidence of the facts stated herein between only Respondent and the Board for the final disposition of this matter and may be used for purposes of determining sanctions in any future disciplinary matter.
- 6. This Consent Agreement is subject to the Board's approval, and will be effective only when the Board accepts it. In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this document or of any records relating thereto.
- 7. Respondent acknowledges and agrees that the acceptance of this Consent Agreement is solely to settle this Board matter and does not preclude the Board from instituting other proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding any language in this Consent Agreement, this Consent Agreement does not preclude in any way any other state agency or officer or political subdivision of this state from instituting proceedings, investigating claims, or taking legal action as may be appropriate now or in the future relating to this matter or other matters concerning Respondent, including but not limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board, this Consent Agreement makes no representations, implied or

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

- 8. Respondent understands that once the Board approves and signs this Consent Agreement, it is a public record that may be publicly disseminated as a formal action of the Board, and that it shall be reported as required by law to the National Practitioner Data Bank.
- 9. Respondent further understands that any violation of this Consent Agreement constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in disciplinary action pursuant to A.R.S. § 32-3281.
- 10. The Board therefore retains jurisdiction over Respondent and may initiate disciplinary action against Respondent if it determines that they have failed to comply with the terms of this Consent Agreement or of the practice act.

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

FINDINGS OF FACT

- Respondent is the holder of License No. LCSW-19185 for the practice of social work in Arizona.
- 2. On 03/11/22, Respondent reported a 03/06/22 Driving Under the Influence charge.
- 3. Respondent submitted to a breathalyzer, yielding an alcohol concentration of 0.206 0.208%.
- 4. Board staff subsequently forwarded standard substance use and behavioral health questions, and Respondent responded with the following, in part:
 - a. Respondent does not believe she has a drinking problem as it relates to addiction, and she has never been told by anyone she they believed she had a drinking problem.
 - b. On 03/11/22, Respondent was diagnosed with Alcohol Use Disorder, mild.

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- 6. On 03/09/22, Respondent was placed on disciplinary suspension without pay by her employer following her disclosure of her DUI.
- 7. In 05/22, due to concerns regarding substance use, Respondent signed an Interim Consent Agreement ("ICA") that suspended her license.
- 8. In 08/22, Respondent requested to be released from the ICA, and she noted taking the following steps:
 - a. In 05/22, Respondent completed 24 intensive outpatient sessions and has since started continuing care.
 - b. Since 04/21, Respondent has been receiving therapy.
 - Since 04/22, Respondent has been attending AA meetings.
 - d. Respondent completed 16 hours of Alcohol Education.
 - 9. Respondent represented the following during her investigative interview:
 - a. Respondent believes her alcohol use has been problematic in the past and she benefits from not drinking.
 - b. Respondent's drinking never affected her work negatively and it was not creating issues with any relationships.
 - c. Although her employer placed her on unpaid suspension until she completed an assessment and followed the recommendation, Respondent believes she still would have sought out treatment.
 - d. Respondent believes she has a substance use issue as it relates to alcohol but does not believe it would negatively affect her ability to provide services and perform her role as a social worker.
 - e. Respondent feels the treatment she received has helped her address her problem and plans on continuing treatment.

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CONCLUSIONS OF LAW

- 1. The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 *et seq.* and the rules promulgated by the Board relating to Respondent's professional practice as a licensed behavioral health professional.
- 2. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(I), engaging in any conduct, practice or condition that impairs the ability of the licensee to safely and competently practice the licensee's profession.

<u>ORDER</u>

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

- Respondent's license, LCSW-19185, will be placed on probation for 24 months, effective from the date of entry as signed below.
- 2. Respondent shall not practice under their license, LCSW-19185, unless they are fully compliant with all terms and conditions in this Consent Agreement. If, for any reason, Respondent is unable to comply with the terms and conditions of this Consent Agreement, they shall immediately notify the Board in writing and shall not practice under their license until they submit a written request to the Board to re-commence compliance with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.
- 3. 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 they are granted approval to re-commence compliance with the Consent Agreement.

Practice Restriction

4. While on probation, Respondent may not open or operate a private practice.

Continuing Education

5. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock hours of continuing education addressing self-care. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.

Clinical Supervision

6. While on probation, Respondent shall submit to clinical supervision for 24 months by a masters or higher level behavioral health professional licensed by the Arizona Board of Behavioral Health Examiners at the independent level. Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that letter, the clinical supervisor must address why they should be approved, acknowledge that they have reviewed the Consent Agreement and include the results of an initial assessment and a supervision plan regarding the proposed supervision of Respondent. The letter from the supervisor shall be submitted to the Board.

Focus and Frequency of Clinical Supervision

7. The focus of the supervision shall relate to self-care, relapse prevention, work-life balance, and the Board's rules and statutes. Respondent shall meet individually in person with the supervisor for a minimum of one hour weekly for the first 6 month, and the remaining 6 months at the recommendation of the supervisor, but not less than once monthly.

Reports

8. Once approved, the supervisor shall submit quarterly reports for review and approval by the Board Chair or designee. The quarterly reports shall include issues presented in

this Consent Agreement that need to be reported and the supervisor shall notify the Board if more frequent supervision is needed. Quarterly reports shall include the following:

- a. Dates of each clinical supervision session.
- b. A comprehensive description of issues discussed during supervision sessions.
- 9. All quarterly supervision reports shall include a copy of clinical supervision documentation maintained for that quarter. All clinical supervision documentation maintained by the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).
- 10. After Respondent's probationary period, the supervisor shall submit a final summary report for review and approval by the Board Chair or designee. The final report shall also contain a recommendation as to whether the Respondent should be released from this Consent Agreement.

Change of Clinical Supervisor During Probation

11. If, during the period of Respondent's probation, the clinical supervisor determines that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of the end of supervision and provide the Board with an interim final report. Respondent shall advise the Board Chair or designee within 30 days of cessation of clinical supervision by the approved clinical supervisor and provide the name of a new proposed clinical supervisor. The proposed clinical supervisor shall provide the same documentation to the Board as was required of the initial clinical supervisor.

Support

12. Respondent is to identify a sponsor or a twenty-four-hour support.

Early Release

13. After completion of the stipulation set forth in this Consent Agreement, and upon the supervisor's recommendation, Respondent may request release from the consent agreement after 12 months.

GENERAL PROVISIONS

Provision of Clinical Supervision

14. Respondent shall not provide clinical supervision while subject to this Consent Agreement.

Civil Penalty

- 15. Subject to the provisions set forth in paragraph 16, the Board imposes a civil penalty against the Respondent in the amount of \$1,000.00.
- 16. Respondent's payment of the civil penalty shall be stayed so long as Respondent remains compliant with the terms of this Consent Agreement. If Board staff determines that Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall be automatically lifted and payment of the civil penalty shall be made by certified check or money order payable to the Board within 30 days after being notified in writing of the lifting of the stay.
- 17. Within 10 days of being notified of the lifting of the stay, Respondent may request that the matter be reviewed by the Board for the limited purpose of determining whether the automatic lifting of the stay was supported by clear and convincing evidence. If the Board receives the written request within 10 days or less of the next regularly scheduled Board meeting, the request will not be heard at that meeting, but will be heard at the next regularly scheduled Board meeting. The Board's decision on this matter shall not be subject to further review.

- 18. The Board reserves the right to take further disciplinary action against Respondent for noncompliance with this Consent Agreement after affording Respondent notice and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final and the period of probation shall be extended until the matter is final.
- 19. If Respondent currently sees clients in their own private practice, and obtains any other type of behavioral health position, either as an employee or independent contractor, where they provide behavioral health services to clients of another individual or agency, they shall comply with requirements set forth in paragraphs 20 through 22 below.
- 20. Within 10 days of the effective date of this Order, if Respondent is working in a position where Respondent provides any type of behavioral health related services or works in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee with a signed statement from Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days of the effective date, the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.
- 21. If Respondent is not employed as of the effective date of this Order, within 10 days of accepting employment in a position where Respondent provides any type of behavioral health related services or in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee with a written statement providing the contact information of their new employer and a signed statement from Respondent's new employer confirming Respondent provided the employer with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days, as required, Respondent's failure to provide the required statement to the Board

shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.

- 22. If, during the period of Respondent's probation, Respondent changes employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on extended leave of absence for whatever reason that may impact their ability to timely comply with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the Board of their change of employment status. After the change and within 10 days of accepting employment in a position where Respondent provides any type of behavioral health related services or in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee a written statement providing the contact information of their new employer(s) and a signed statement from Respondent's new employer(s) confirming Respondent provided the employer(s) with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days, as required, Respondent's failure to provide the required statement to the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.
- 23. Respondent shall practice behavioral health using the name under which they are licensed. If Respondent changes their name, they shall advise the Board of the name change as prescribed under the Board's regulations and rules.
- 24. Prior to the release of Respondent from probation, Respondent must submit a written request to the Board for release from the terms of this Consent Agreement at least 30 days prior to the date they would like to have this matter appear before the Board. Respondent may appear before the Board, either in person or telephonically. Respondent must provide evidence that they have successfully satisfied all terms and conditions in this Consent Agreement. The Board has the sole discretion to determine whether all terms and conditions of

Arizona Board of Behavioral Health Examiners

1740 West Adams Street, Suite 3600

Phoenix, AZ 85007

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1	EXECUTED COPY of the foregoing sent electronically Nov 16, 2022
2	to:
3	Mona Baskin Assistant Attorney General 2005 North Central Avenue
4	Phoenix, AZ 85004
5	Santos M. Gonzales Address of Record
6	Respondent
7	Joey Hamby DM Cantor
8	Two Renaissance 40 N. Central Ave., Ste. 2300 Phoenix, AZ 85004
9	Attorney for Respondent
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BEFORE THE ARIZONA BOARD

OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Santos M. Gonzales, LCSW-19185, Licensed Clinical Social Worker, In the State of Arizona.

Respondent

CASE NO. 2022-0166 INTERIM CONSENT AGREEMENT

By mutual agreement and understanding, between the Arizona State Board of Behavioral Health Examiners ("Board") and Santos M. Gonzales ("Respondent"), the parties enter into this Interim Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Interim Consent Agreement") as an interim disposition of this matter.

RECITALS

Respondent understands and agrees that:

- 1. The Board may adopt this Interim Consent Agreement, or any part thereof, pursuant to A.R.S. § 32-3251 *et seq.* and A.R.S. § 41-1092.07(F)(5).
- 2. Respondent has read and understands this Interim Consent Agreement as set forth herein, and has had the opportunity to discuss this Interim Consent Agreement with an attorney or has waived the opportunity to discuss this Interim Consent Agreement with an attorney. Respondent voluntarily enters into this Interim Consent Agreement and by doing so agrees to abide by all of its terms and conditions.
- 3. By entering into this Interim Consent Agreement, Respondent freely and voluntarily relinquishes all rights to an administrative hearing on the matters set forth herein, as well as all rights of rehearing, review, reconsideration, appeal, judicial review or any other administrative and/or judicial action, concerning the matters related to the Interim Consent Agreement.

- 4. Respondent understands that this Interim Consent Agreement does not constitute a dismissal or resolution of this matter or any matters that may be currently pending before the Board and does not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction regarding any other pending or future investigations, actions, or proceedings. Respondent also understands that acceptance of this Interim Consent Agreement does not preclude any other agency, subdivision, or officer of this State from instituting civil or criminal proceedings with respect to the conduct that is the subject of this Interim Consent Agreement. Respondent does not intend their acceptance of this Interim Consent Agreement to constitute an admission of any fact or facts and they enter into this agreement as an interim compromise of a pending matter. Respondent further does not relinquish their rights to an administrative hearing, rehearing, review, reconsideration, judicial review or any other administrative and/or judicial action, concerning the matters related to a final disposition of this matter, unless they affirmatively does so as part of the final resolution of this matter.
- 5. Respondent acknowledges and agrees that upon signing this Interim Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke their acceptance of this Interim Consent Agreement or make any modifications to it. Any modification of this original document is ineffective and void unless mutually approved by the parties in writing.
- 6. Respondent understands that this Interim Consent Agreement shall not become effective unless and until it is adopted by the Board and signed by its Executive Director.
- 7. Respondent understands and agrees that if the Board does not adopt this Interim Consent Agreement, they will not assert in any future proceedings that the Board's consideration of this Interim Consent Agreement constitutes bias, prejudice, prejudgment, or other similar defense.

- 8. Respondent acknowledges and agrees that the acceptance of this Consent Agreement is solely to settle this Board matter and does not preclude the Board from instituting other proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding any language in this Consent Agreement, this Consent Agreement does not preclude in any way any other state agency or officer or political subdivision of this state from instituting proceedings, investigating claims, or taking legal action as may be appropriate now or in the future relating to this matter or other matters concerning Respondent, including but not limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board, this Consent Agreement makes no representations, implied or otherwise, about the views or intended actions of any other state agency or officer or political subdivision of the state relating to this matter or other matters concerning Respondent.
- 9. Respondent understands that this Interim Consent Agreement is a public record that may be publicly disseminated as a formal action of the Board, and that it shall be reported as required by law to the National Practitioner Data Bank.
- 10. Respondent understands that this Interim Consent Agreement does not alleviate their responsibility to comply with the applicable license-renewal statutes and rules. If this Interim Consent Agreement remains in effect at the time Respondent's behavioral health licenses come up for renewal, they must renew their license(s) if Respondent wishes to retain their license(s). If Respondent elects not to renew their license(s) as prescribed by statute and rule, Respondent's license(s) will not expire but rather, by operation of law (A.R.S. § 32-3202), become suspended until the Board takes final action in this matter. Once the Board takes final action, in order for Respondent to be licensed in the future, they must submit a new application for licensure and meet all of the requirements set forth in the statutes and rules at that time.
- 11. Respondent understands that any violation of this Interim Consent Agreement constitutes unprofessional conduct under A.R.S. § 32-3251(16)(n), violating a formal order,

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consent agreement, term of probation or stipulated agreement, and may result in disciplinary action under A.R.S.§ 32-3281.

Respondent understands and agrees that:

INTERIM FINDINGS OF FACT

- 1. The Board is the duly constituted authority for licensing and regulating the practice of social work in the State of Arizona.
 - 2. Respondent is the holder of License No. LCSW-19185.
- 3. Respondent agrees to voluntarily enter into this interim consent agreement while she tends to her substance abuse recovery efforts.

INTERIM CONCLUSIONS OF LAW

- 1. The Board possesses subject matter and personal jurisdiction over Respondent pursuant to A.R.S. § 32-3251 et seq.
- 2. The Board is authorized to enter into an interim consent agreement with a clinical social worker to limit or restrict the professional's practice in order to protect the public and ensure that the professional is able to safely engage in the practice of social work pursuant to A.R.S. § 32-3281.

INTERIM ORDER

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

IT IS HEREBY ORDERED that Respondent shall not practice under their license until such time as they submit a written request for the reinstatement of their license to the Board and the Board affirmatively approves Respondent's request for reinstatement. The Board may, in its discretion, require any combination of staff-approved physical, psychiatric, or psychological examinations, or other types of examinations, evaluations or interviews it believes are necessary to assist the Board in determining whether Respondent is able to safely and competently return to the practice of social work. The Board's affirmative approval to permit

1	Respondent to return to practicing under their license shall not preclude the Board from taking		
2	any other action it deems appropriate based upon the conduct set forth in the Interim Findings		
3	of Fact.		
4	Respondent's agreement not to practice under	License No. LCSW-19185 will be	
5	considered an interim suspension of their license.		
6			
7	PROFESSIONAL ACCEPTS, SIGNS AND DATES	THIS CONSENT AGREEMENT	
8	Santos M Gonzales Santos M Gonzales (May 23, 2022 14:17 PDT)	May 23, 2022	
9	Santos M. Gonzales	Date	
10	BOARD ACCEPTS, SIGNS AND DATES THIS	CONSENT AGREEMENT	
11	By: Mali Zanala	May 27, 2022	
12	TOBI ZAVALA, Executive Director	Date	
13	Arizona Board of Behavioral Health Examiners		
14	ORIGINAL of the foregoing filed May 27, 2022		
15	with:		
16	Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600 Phoenix, AZ 85007		
17	M	ay 27, 2022	
18	EXECUTED COPY of the foregoing sent electronically to:	<u> </u>	
19	Mona Baskin		
20	Assistant Attorney General 2005 North Central Avenue		
21	Phoenix, AZ 85004		
22	Santos M. Gonzales Address of Record		
23	Respondent		
24	Joey Hamby DM Cantor		
25	40 Central Ave., Ste 2300 Phoenix, AZ 85004 Attorney for Respondent		