

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

2 **In the Matter of:**

3 **Sharli N. Berry, LAC-14436,**  
4 **Licensed Associate Counselor,**  
5 **In the State of Arizona.**

**CASE NO. 2016-0044**

**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 June 20, 2016. After consideration, the  
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement  
10 and Order dated June 20, 2016.

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 June 20, 2016.

15 Dated this 9<sup>th</sup> day of August, 2016.

16  
17 By: 

18 TOBIN ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

19 **ORIGINAL** of the foregoing filed

20 This 9<sup>th</sup> day of August, 2016, with:

21 Arizona Board of Behavioral Health Examiners  
22 3443 N. Central Ave., Suite 1700  
Phoenix, AZ 85012

23 **COPY** of the foregoing mailed via

24 Certified mail no. 70142870000189576300  
This 9<sup>th</sup> day of August, 2016, to:

25 Sharli Berry  
Address of Record  
Respondent

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

3 **In the Matter of:**  
4 **Sharli M. Berry, LAC-14436,**  
5 **Licensed Associate Counselor,**  
6 **In the State of Arizona.**

**CASE NO. 2016-0044**  
**CONSENT AGREEMENT**

**RESPONDENT**

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

14    **RECITALS**

15            Respondent understands and agrees that:

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

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

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

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

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

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

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

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

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

24           The Board issues the following Findings of Fact, Conclusions of Law and Order:  
25 ...

**FINDINGS OF FACT**

1           1.       1.       Respondent is the holder of License No. LAC-14436 for the practice of  
2 associate counseling in Arizona.

3           2.       From 01/14 – 08/15, Respondent worked at a behavioral health agency  
4 (“Agency”).

5           3.       Approximately 1 month following Respondent’s resignation, Agency became  
6 aware that Respondent:

- 7                   a.       Shared her personal email address and Facebook account with her clients.
- 8                   b.       Showed her counseling group a video of her family members on vacation.

9           4.       Respondent represents the following:

- 10                   a.       As a new counselor, Respondent was overzealous and wanted to help  
11                   everyone so she told her clients to reach out to her if they needed assistance.
- 12                   b.       Upon release, many of her clients contacted Respondent in reference to job  
13                   interviews, goal setting, and maintaining sobriety.
- 14                   c.       After reading the ACA Code of Ethics, Respondent sent her clients a  
15                   message indicating she could not be friends with them and deleted them as  
16                   friends on Facebook.

17           5.       Respondent’s conduct appears concerning where:

- 18                   a.       Respondent did not consult with her supervisor as to whether or not her  
19                   actions would be appropriate.
- 20                   b.       Respondent failed to recognize the inappropriateness of continuing a  
21                   relationship with her former clients and corresponding with them on  
22                   therapeutic issues.
- 23                   c.       Although Respondent represents that she informed her clients she could no  
24                   longer be Facebook friends and deleted them from her account, Respondent  
25

1 has no way to assess the potential effect that her clients may have endured  
2 from her actions.

3 **CONCLUSIONS OF LAW**

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

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

10 **ORDER**

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

13 1. Respondent's license, LAC-14436, will be placed on probation, effective from the  
14 date of entry as signed below.

15 2. Respondent shall not practice under their license, LAC-14436, unless they are  
16 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
17 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
18 shall immediately notify the Board in writing and shall not practice under their license until they  
19 submit a written request to the Board to re-commence compliance with this Consent  
20 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

21 3. In the event that Respondent is unable to comply with the terms and conditions  
22 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until  
23 such time as they are granted approval to re-commence compliance with the Consent  
24 Agreement.  
25

**Continuing Education**

1  
2 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
3 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
4 hours of continuing education addressing ethics and social media. All required continuing  
5 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent  
6 shall submit a certificate of completion of the required continuing education.

**Early Release**

7  
8 5. After completion of the continuing education requirements set forth in this  
9 Consent Agreement, Respondent may request early release from the Consent Agreement if all  
10 other terms of the Consent Agreement have been met.

**GENERAL PROVISIONS**

**Provision of Clinical Supervision**

11  
12 6. Respondent shall not provide clinical supervision while subject to this Consent  
13 Agreement.

**Civil Penalty**

14  
15 7. Subject to the provisions set forth in paragraph 8, the Board imposes a civil  
16 penalty against the Respondent in the amount of \$1,000.00.

17  
18 8. Respondent's payment of the civil penalty shall be stayed so long as Respondent  
19 remains compliant with the terms of this Consent Agreement. If Board staff determines that  
20 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
21 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall  
22 be automatically lifted and payment of the civil penalty shall be made by certified check or  
23 money order payable to the Board within 30 days after being notified in writing of the lifting of  
24 the stay.  
25

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

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

13           11.       If Respondent currently sees clients in their own private practice, and obtains any  
14 other type of behavioral health position, either as an employee or independent contractor, where  
15 they provide behavioral health services to clients of another individual or agency, they shall  
16 comply with requirements set forth in paragraphs 12 through 14 below.

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

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

11 14. If, during the period of Respondent's probation, Respondent changes  
12 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
13 extended leave of absence for whatever reason that may impact their ability to timely comply  
14 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform  
15 the Board of their change of employment status. After the change and within 10 days of  
16 accepting employment in a position where Respondent provides any type of behavioral health  
17 related services or in a setting where any type of behavioral health, health care, or social  
18 services are provided, Respondent shall provide the Board Chair or designee a written  
19 statement providing the contact information of their new employer(s) and a signed statement  
20 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a  
21 copy of this Consent Agreement. If Respondent does not provide the employer's statement to  
22 the Board within 10 days, as required, Respondent's failure to provide the required statement to  
23 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide  
24 Respondent's employer(s) with a copy of the Consent Agreement.  
25



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

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

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

17           18.     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           19.     This Consent Agreement shall be effective on the date of entry below.

20           20.     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 ...  
24 ...  
25 ...

PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

SBerry  
Sharli M. Berry

6-14-16  
Date

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Dated this 20th day of June, 2016.

By: MZ  
TOBI ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed

This 20th day of June, 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 20th day of June, 2016, to:

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

COPY of the foregoing mailed via

Certified mail no. 7015 0640 0005 0661 0270  
This 20th day of June, 2016, to:

Sharli N. Berry  
Address of Record  
Respondent