

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

2 **In the Matter of:**

3 **Beverly J. Sailors, LCSW-12299,**  
4 **Licensed Clinical Social Worker,**  
5 **In the State of Arizona.**

6 **RESPONDENT**

**CASE NO. 2021-0060**


**RELEASE FROM  
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and  
8 conditions of the Consent Agreement and Order dated April 28<sup>th</sup>, 2021. After consideration, the  
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement  
10 and Order dated April 28<sup>th</sup>, 2021.

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 April 28<sup>th</sup>, 2021.

15 By:   
16 **TOBI ZAVALA, Executive Director**  
**Arizona Board of Behavioral Health Examiners**

Oct 13, 2021  
Date

17  
18 **ORIGINAL** of the foregoing filed Oct 13, 2021  
19 with:

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

23 **EXECUTED COPY** of the foregoing sent electronically Oct 13, 2021  
24 to:

25 Beverly J. Sailors  
Address of Record  
Respondent

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

**In the Matter of:**

**Beverly J. Sailors, LCSW-12299,  
Licensed Clinical Social Worker,  
In the State of Arizona.**

**RESPONDENT**

**CASE NO. 2021-0060  
CONSENT AGREEMENT**

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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), Beverly J. Sailors ("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.

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**RECITALS**

Respondent understands and agrees that:

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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.

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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.

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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 acknowledges and agrees that the acceptance of this Consent  
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting  
18 other proceedings as may be appropriate now or in the future. Furthermore, and  
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not  
20 preclude in any way any other state agency or officer or political subdivision of this state from  
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or  
22 in the future relating to this matter or other matters concerning Respondent, including but not  
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other  
24 than with respect to the Board, this Consent Agreement makes no representations, implied or  
25 ...

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

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

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LCSW-12299 for the practice of social  
15 work in the State of Arizona.

16 2. From 08/20 to 10/20, Respondent provided behavioral health services to a minor  
17 female client ("Client").

18 3. Respondent represented that she terminated services with Client for the following  
19 reasons:

20 a. Respondent was having difficulty building rapport with Client.

21 b. What rapport Respondent had with Client was damaged by her mother's  
22 ("Mother") interventions.

23 c. Client continued telling Respondent that she did not want therapy and  
24 was attending therapy to please Mother.

25 d. On 10/13/20, Client told Respondent that therapy was not working for her.

1 4. On 10/15/20, Respondent sent an email to Mother indicating it would be best to  
2 refer client to another counselor.

3 5. Although Respondent's 10/15/20 email indicated it would be best to refer Client  
4 to another counselor, Respondent did not provide referrals.

5 6. Respondent represented the following regarding not providing referrals to other  
6 counselors:

7 a. Respondent did not provide referrals to Client because Mother was well  
8 aware of how to find referrals since Client had previously seen eight (8)  
9 other counselors.

10 b. Respondent is familiar with the Board's statutes and the NASW's Code of  
11 Ethics regarding termination with clients and providing referrals.

12 c. Respondent agrees that she should have provided referrals to Client.

13 d. Respondent admits that Client probably did need and would benefit from  
14 speaking with somebody.

15 e. In the future, Respondent will provide referrals.

16 7. Given Respondent's admission that Client probably did need and could benefit  
17 from counseling, it was Respondent's ethical obligation to ensure continuity of care, or at a  
18 minimum, provide appropriate referrals to other providers.

19 8. Additionally, Client's clinical record contained the following documentation  
20 deficiencies:

21 a. Client's Consent for Treatment was missing the following elements:

- 22 • Purpose for treatment
- 23 • General procedures to be used in treatment, including benefits,  
24 limitations, and potential risks.

25 ...

1 b. All of Respondent's progress notes for Client were missing Respondent's  
2 dated signature.

3 c. Licensee's telepractice sessions with Client were missing numerous  
4 elements.

5 9. During the course of the investigation, Respondent provided Board staff with  
6 updated documents that appeared to meet minimum Board requirements.

7 **CONCLUSIONS OF LAW**

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

11 2. The conduct and circumstances described in the Findings of Fact constitute a  
12 violation of A.R.S. § 32-3251(16)(s) Terminating behavioral health services to a client without  
13 making an appropriate referral for continuation of care for the client if continuing behavioral  
14 health services are indicated.

15 3. The conduct and circumstances described in the Findings of Fact constitute a  
16 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as  
17 developed by the board:

18 A.A.C. R4-6-1101, Consent for Treatment

19 A.A.C. R4-6-1103, Client Record

20 A.A.C. R4-6-1106, Telepractice

21 **ORDER**

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

24 1. Respondent's license, LCSW-12299, will be placed on probation for 12 months,  
25 effective from the date of entry as signed below.

1           2.       Respondent shall not practice under their license, LCSW-12299, unless they are  
2 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
3 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
4 shall immediately notify the Board in writing and shall not practice under their license until they  
5 submit a written request to the Board to re-commence compliance with this Consent Agreement.  
6 All such requests shall be pre-approved by the Board Chair or designee.

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

11   **Continuing Education**

12           4.       In addition to the continuing education requirements of A.R.S. § 32-3273, within  
13 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
14 hours of continuing education addressing behavioral health ethics. All required continuing  
15 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent  
16 shall submit a certificate of completion of the required continuing education.

17           5.       In addition to the continuing education requirements of A.R.S. § 32-3273, within  
18 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
19 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course  
20 addressing current behavioral health documentation standards in Arizona. All required  
21 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
22 Respondent shall submit a certificate of completion of the required continuing education.

23 ...

24 ...

25 ...

1 **Early Release**

2 6. After completion of the continuing education requirements set forth in this  
3 Consent Agreement, Respondent may request early release from the Consent Agreement if all  
4 other terms of the Consent Agreement have been met.

5 **GENERAL PROVISIONS**

6 **Provision of Clinical Supervision**

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

9 **Civil Penalty**

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

12 9. 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 10. 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           11. 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           12. 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 13 through 15 below.

10          13. 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          14. 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  
25 within 10 days, as required, Respondent's failure to provide the required statement to the Board

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

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

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

20 17. Prior to the release of Respondent from probation, Respondent must submit a  
21 written request to the Board for release from the terms of this Consent Agreement at least 30  
22 days prior to the date they would like to have this matter appear before the Board. Respondent  
23 may appear before the Board, either in person or telephonically. Respondent must provide  
24 evidence that they have successfully satisfied all terms and conditions in this Consent  
25 Agreement. The Board has the sole discretion to determine whether all terms and conditions of

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

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

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

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

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

14  
15 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

16 *Beverly Sailors*  
17 Beverly Sailors (Apr 22, 2021 06:34 PDT)  
Beverly J. Sailors

Apr 22, 2021  
Date

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

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

Apr 28, 2021  
Date

22 **ORIGINAL** of the foregoing filed Apr 28, 2021  
23 with:

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

Apr 28, 2021

1 **EXECUTED COPY** of the foregoing sent electronically  
to:

2  
3 Mona Baskin  
4 Assistant Attorney General  
5 2005 North Central Avenue  
6 Phoenix, AZ 85004

7 Beverly J. Sailors  
8 Address of Record  
9 Respondent  
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