

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

2 **In the Matter of:**

3 **Addie R. DiRoberts, LPC-17476,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2021-0043


**RELEASE FROM
NON-DISCIPLINARY CONSENT
AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Non-Disciplinary Consent Agreement and Order dated January 22nd, 2021.
9 After consideration, the Board voted to release Respondent from the terms and conditions of the
10 Non-Disciplinary Consent Agreement and Order dated January 22nd, 2021.

11 **ORDER**

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

13 Respondent is hereby released from all terms and conditions of the Non-Disciplinary
14 Consent Agreement and Order dated January 22nd, 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**
with:

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

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

23 Addie R. DiRoberts
24 Address of Record
Respondent

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

3 **In the Matter of:**

4 **Addie R. DiRoberts, LPC-17476,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **Respondent**

CASE NO. 2021-0043

**NON-DISCIPLINARY CONSENT
AGREEMENT**

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(D)(3)
11 and 41-1092.07(F)(5), Addie R. DiRoberts ("Respondent") and the Board enter into this Non-
12 Disciplinary Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent
13 Agreement") as a final 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 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 shall constitute a public record that may be disseminated as a formal action of the
5 Board.

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 the 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. LPC-17476 for the practice of
15 counseling in the state of Arizona.

16 2. From 08/18 – 10/19, Respondent was employed at a behavioral health agency
17 (“Agency”).

18 3. On 08/13/18, Respondent signed a Subcontract Agreement which included the
19 following:

20 a. For a period of twelve months after termination, Respondent will not contact,
21 solicit, or agree to perform work for any client of Agency whom Respondent
22 performed services for, became acquainted with, or whom Respondent
23 learned of during the term of this agreement.

24 b. Respondent may request written authorization to engage in such contact with
25 clients as described in this clause.

1 3. Text messages from Respondent to Agency's executive director ("Executive
2 Director") indicated the following:

3 a. Respondent's clients are having a difficult time with her sudden inability to
4 meet with them, and Respondent is finding it difficult to "ethically abruptly"
5 end services without doing harm.

6 b. Respondent will not forbid her clients from having further contact with her
7 beyond the 24-hour limit Agency has placed upon her.

8 c. Respondent is fully prepared to defend herself and her clients' well-being in
9 court.

10 4. Respondent represented the following regarding her departure from Agency:

11 a. Upon her departure, Respondent did not offer the option for clients to
12 continue services with her.

13 b. Several clients reached out to Respondent asking about continuing services,
14 which is how the idea of continuing services with Respondent came about.

15 5. Upon cross-referencing Agency documentation showing Respondent's client list
16 upon her departure against Respondent's client list at her private practice ("Private Practice"),
17 Respondent began services with at least seven (7) clients at Private Practice who were previous
18 clients of Agency.

19 6. Respondent made the following representations regarding providing services to
20 former Agency clients at Private Practice:

21 a. Respondent interpreted the policy as Agency did not own the clients and that
22 Agency could not tell any client who they could or could not see for services.

23 b. Respondent accepting clients from Agency after her departure was not an
24 issue because she was doing it for the right reason and not harming the
25 clients.

1 c. Respondent feels she did not solicit or refer any clients to Private Practice
2 because clients reached out to her inquiring about services.

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. Pursuant to A.R.S. § 32-3281(D)(3), if the Board finds that Respondent's
8 conduct is not of sufficient seriousness to merit direct action against them, it may issue a
9 nondisciplinary order requiring Respondent to complete a prescribed number of hours of
10 continuing education in an area or areas prescribed by the Board to provide them with the
11 necessary understanding of current developments, skills, procedures or treatment.

12 **ORDER**

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

15 **Continuing Education**

16 1. In addition to the continuing education requirements of A.R.S. § 32-3273, within
17 12 months of the effective date of this Consent Agreement, Respondent shall complete 3
18 contact hours in coordination of care. All required continuing education shall be pre-approved by
19 the Board Chair or designee. Upon completion, Respondent shall submit a certificate of
20 completion of the required continuing education.

21 **Licensee Name**

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

25 ...

1 **Early Release**

2 3. After completion of the required continuing education, Respondent may request
3 early release from this Consent Agreement.

4 **General Provisions**

5 4. Respondent must submit a written request to the Board for release from the
6 terms of this Consent Agreement at least 30 days prior to the date they would like to have this
7 matter presented before the Board. Respondent may appear before the Board, either in person
8 or telephonically. Respondent must provide evidence that they have successfully satisfied all
9 terms and conditions in this Consent Agreement. The Board has the sole discretion to
10 determine whether all terms and conditions of this Consent Agreement have been met and
11 whether Respondent has adequately demonstrated that they have addressed the issues
12 contained in this Consent Agreement. In the event that the Board determines that any or all
13 terms and conditions of this Consent Agreement have not been met, the Board may open up a
14 complaint which will be subject to the provisions of A.R.S. § 32-3281.

15 5. Respondent shall bear all costs relating to completion of all terms required in this
16 Consent Agreement.

17 6. 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 7. This Consent Agreement shall be effective on the date of entry below.

20 8. This Consent Agreement is conclusive evidence of the matters described herein
21 and may be considered by the Board in determining appropriate sanctions in future cases.

22 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**


23 *Robin DiRoberts*
24 _____
25 Addie R. DiRoberts

Jan 21, 2021

Date

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BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By:  Jan 22, 2021
TOBI ZAVALA, Executive Director Date
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed Jan 22, 2021
with:

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

EXECUTED COPY of the foregoing sent electronically Jan 22, 2021
to:

Mona Baskin
Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

Addie R. DiRoberts
Address of Record
Respondent

Bretton Barber
Renaissance Square Tower One
2 N Central Ave #1800
Phoenix AZ 85004
Attorney for Respondent