

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

2 **In the Matter of:**

3 **Roberta J. Appleton, LAC-17650,**
4 **Licensed Associate Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2020-0124

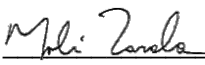
**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated December 16, 2021. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated December 16, 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 December 16, 2021.

15 By:  Apr 15, 2024
16 **TOBI ZAVALA, Executive Director** **Date**
Arizona Board of Behavioral Health Examiners

17
18 **ORIGINAL** of the foregoing filed Apr 15, 2024
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 Apr 15, 2024
24 to:

25 Roberta J. Appleton
Address of Record
Respondent

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

3 **In the Matter of:**

4 **Roberta J. Appleton, LAC-17650,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2020-0124
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(F)
11 and 41-1092.07(F)(5), Roberta J. Appleton (“Respondent”) and the Board enter into this
12 Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as
13 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 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. LAC-17650 for the practice of
15 Counseling in the State Arizona.

16 2. In 04/20, a complaint was submitted to the Board alleging that Respondent was
17 slurring her words while at work ("Employer 1") and acknowledged that she had been drinking.

18 3. In 05/20, the Board reviewed the matter and accepted Respondent's signed
19 Interim Consent Agreement (ICA), which immediately suspended her license.

20 4. In 05/20, after Respondent had already signed the ICA, Board staff received a
21 second complaint regarding the same incident at Employer 1.

22 5. The 05/20 complaint alleged the following:

- 23 a. Respondent had been counseling patients while under the influence of
24 alcohol.

25 ...

1 b. On 04/21/20, Respondent admitted she was drinking while counseling a
2 group that day via Telemed.

3 c. Respondent admitted the following:

- 4 ▪ She had been intoxicated while providing direct client care.
- 5 ▪ She had been intoxicated for several days.
- 6 ▪ She was drunk and depressed.

7 6 After being involuntarily terminated from Employer 1 for the incident outlined in
8 the complaints, Respondent obtained employment at another agency ("Employer 2").

9 7. The following was included in Respondent's personnel file with Employer 2:

10 a. Respondent checked "no" to the following question:

- 11 ▪ Have you ever been sanctioned, disciplined, disbarred, and/or excluded
12 by a duly authorized regulatory agency or are there any restrictions on
13 your license(s) or certifications?"

14 b. Respondent's handwritten application included the following:

- 15 ▪ "Working towards LAC"
- 16 ▪ Respondent's attached resume indicating she was working towards her
17 LAC.

18 c. Clinician I job description indicating the following required qualification:

- 19 ▪ Must meet eligibility for AZBBHE licensure.

20 8. In 10/20, Respondent was terminated from Employer 2 for misrepresenting the
21 status of her license.

22 9. Respondent represented the following regarding Employer 2:

23 a. Respondent was terminated from Employer 2 because they felt Respondent
24 misrepresented herself by stating she did not have a license.

25 ...

1 b. Respondent thought her license was “on hold” and therefore, feels it was a
2 misunderstanding, not a misrepresentation.

3 c. Respondent was devastated and had no intentions of lying about anything.

4 10. In 10/20, Respondent submitted a written request to be released from the ICA.

5 11. In 11/20, Respondent began working with another employer (“Employer 3”).

6 12. In 03/21, Respondent’s request to be released from her ICA was denied, as the

7 Board Members expressed the following concerns:

8 a. Respondent’s lack of transparency with Employer 2.

9 b. Respondent was not attending therapy.

10 13. In 03/21, Respondent submitted a second written request to be released from her
11 ICA.

12 14. In 03/21, Respondent began receiving therapy with a counselor (“Counselor”)
13 and her treatment records included the following:

14 a. Respondent is diagnosed with F10.11-Alcohol abuse, in remission.

15 b. Respondent has not had a drink since 05/20.

16 c. Respondent reports she enjoys being sober.

17 d. “[Respondent] may have underlying and unresolved issues that she needs to
18 address at some point.”

19 15. In 06/21, Respondent also began working part time with another employer
20 (“Employer 4”) while still employed full time at Employer 3.

21 16. On 08/05/21, Respondent was terminated from her employment with Employer 3
22 for job abandonment when she no-called/no-showed for several days.

23 17. In 08/21, Respondent’s second request to be released from her ICA was denied,
24 as the Board Members expressed concerns about her not calling and not showing up to work for
25 several days with Employer 3.

1 18. In 09/21, Respondent submitted a third written request to be released from her
2 ICA.

3 19. Respondent continued receiving therapy with Counselor.

4 20. During a 11/09/21 investigative interview with Board staff, Respondent indicated
5 the following:

6 a. Upon being terminated from Employer 3, Respondent began working full time
7 with Employer 4.

8 b. Respondent did call Employer 3 or Employer 4 when her daughter became ill
9 and was hospitalized.

10 c. Respondent does not believe what she did was the right thing in not calling or
11 showing up to work and has made adjustments.

12 d. Respondent did not inform Board staff of her change in employment because
13 she was probably busy and did not think about it, but she was not trying to
14 hide it.

15 e. Respondent did not receive any disciplinary action from Employer 4 in
16 regards to her lack of contact and attendance.

17 f. Respondent talks to her sponsor every other day.

18 g. Respondent's treatment goals are to work on triggers and lessening emotions
19 due to triggers and due to her daughter's health conditions.

20 21. Board staff obtained the following information regarding Respondent:

21 a. A 12/01/21 letter from Respondent's sponsor ("Sponsor") indicating the
22 following:

- 23 ■ Respondent uses tools on a daily basis to live a life of sobriety.
- 24 ■ Respondent goes to meetings 3 – 4 times a week and speaks with
25 Sponsor almost on a daily basis.

1 ▪ Respondent continues to attend counseling sessions on a regular basis.

2 b. A 11/23/21 email from the Director of Operations at Employer 4 indicating
3 that Respondent has been doing well at work.

4 c. Documents from Counselor that indicate Respondent continues to
5 consistently attend therapy.

6 **CONCLUSIONS OF LAW**

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

10 2. The conduct and circumstances described in the Findings of Fact constitute a
11 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
12 recognized standards of ethics in the behavioral health profession or that constitutes a danger
13 to the health, welfare or safety of a client, as it relates to the ACA Code of Ethics:

14 **C.4.a. Accurate Representation:**

15 Counselors claim or imply only professional qualifications actually
16 completed and correct any known misrepresentations of their
17 qualifications by others. Counselors truthfully represent the
18 qualifications of their professional colleagues. Counselors clearly
19 distinguish between paid and volunteer work experience and
20 accurately describe their continuing education and specialized
21 training.

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

25 ...

1 **ORDER**

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

4 1. Respondent's license, LAC-17650, will be placed on probation for 24 months,
5 effective from the date of entry as signed below.

6 2. Respondent shall not practice under their license, LAC-17650, unless they are
7 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
8 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
9 shall immediately notify the Board in writing and shall not practice under their license until they
10 submit a written request to the Board to re-commence compliance with this Consent
11 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

16 **Stayed Suspension**

17 1. As of the effective date of this Consent Agreement, Respondent's license, LAC-
18 17650, shall be **SUSPENDED** for 24 months. However, the suspension shall be stayed and
19 Respondent's license shall be placed on probation.

20 2. During the stayed suspension portion of the Order, if Respondent is
21 noncompliant with the terms of the Order in any way, the stay of the suspension shall be lifted
22 and Respondent's license shall be automatically suspended as set forth above.

23 3. If Respondent contests the lifting of the stay as it relates to this paragraph,
24 Respondent shall request in writing, within 10 days of being notified of the automatic
25 suspension of licensure, that the matter be placed on the Board agenda for the Board to review

1 and determine if the automatic suspension of Respondent's license was supported by clear and
2 convincing evidence.

3 4. If the written request is received within 10 days of a regularly scheduled Board
4 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
5 scheduled Board meeting.

6 5. Pending the Board's review, Respondent's license shall be reported as
7 suspended - under review. Respondent may not work in any capacity as a licensed behavioral
8 health professional pending the Board's review. The Board's decision and Order shall not be
9 subject to further review.

10 **Therapy**

11 6. During the period of probation, Respondent shall attend therapy for 24 months
12 with a masters or higher level behavioral health professional licensed at the independent level.
13 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of
14 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or
15 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit
16 a letter addressing why they should be approved, acknowledging that they have reviewed the
17 Consent Agreement and include the results of an initial assessment and a treatment plan
18 regarding the proposed treatment of Respondent.

19 7. Upon approval, the Board will provide the therapist with copies of any required
20 evaluations completed at the request of the Board prior to this Consent Agreement and the
21 Board's investigative report.

22 **Focus and Frequency of Therapy**

23 8. The focus of the therapy shall relate to the issues identified in the Board's
24 investigative report. Respondent shall meet in person with the therapist twice monthly for the
25 first year, and then at the recommendation of the therapist, but not less than once monthly.

1 **Reports**

2 9. Once approved, the therapist shall submit quarterly reports and a final summary
3 report to the Board for review and approval. The quarterly reports shall include issues presented
4 in this Consent Agreement that need to be reported and the therapist shall notify the Board if
5 more frequent therapy is needed. The reports shall address Respondent's current mental health
6 status, medications prescribed, if any, treatment recommendation, and shall report if, in their
7 professional opinion, Respondent becomes unable to practice psychotherapy safely and
8 competently. The final report shall also contain a recommendation as to whether the
9 Respondent should be released from this Consent Agreement.

10 **Recovery Program**

11 10. While on probation, Respondent shall attend recovery support meetings at a
12 minimum of 2 times per week. Respondent shall obtain a sponsor, mentor, or group leader and
13 that individual shall provide quarterly reports to the Board Chair or designee attesting to
14 Respondent's attendance and participation.

15 **GENERAL PROVISIONS**

16 **Provision of Clinical Supervision**

17 11. Respondent shall not provide clinical supervision while subject to this Consent
18 Agreement.

19 **Civil Penalty**

20 12. Subject to the provisions set forth in paragraph 13, the Board imposes a civil
21 penalty against the Respondent in the amount of \$1,000.00.

22 13. Respondent's payment of the civil penalty shall be stayed so long as Respondent
23 remains compliant with the terms of this Consent Agreement. If Board staff determines that
24 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
25 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall

1 be automatically lifted and payment of the civil penalty shall be made by certified check or
2 money order payable to the Board within 30 days after being notified in writing of the lifting of
3 the stay.

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

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

16 16. If Respondent currently sees clients in their own private practice, and obtains any
17 other type of behavioral health position, either as an employee or independent contractor, where
18 they provide behavioral health services to clients of another individual or agency, they shall
19 comply with requirements set forth in paragraphs 17 through 19 below.

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

1 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
2 copy of the Consent Agreement.

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

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

25 ...

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

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

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

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

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

21 24. This Consent Agreement shall be effective on the date of entry below.

22 25. This Consent Agreement is conclusive evidence of the matters described herein
23 and may be considered by the Board in determining appropriate sanctions in the event a
24 subsequent violation occurs.


25 ...

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

2 ~~Roberta J. Appleton~~
3 Roberta J. Appleton (Dec 15, 2021 21:48 MST)
4 Roberta J. Appleton

5 **Dec 15, 2021**
6 Date

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

8 By: 
9 TOBI ZAVALA, Executive Director
10 Arizona Board of Behavioral Health Examiners

11 **Dec 16, 2021**
12 Date

13 **ORIGINAL** of the foregoing filed **Dec 16, 2021**
14 with:

15 Arizona Board of Behavioral Health Examiners
16 1740 West Adams Street, Suite 3600
17 Phoenix, AZ 85007

18 **EXECUTED COPY** of the foregoing sent electronically **Dec 16, 2021**
19 to:

20 Mona Baskin
21 Assistant Attorney General
22 2005 North Central Avenue
23 Phoenix, AZ 85004

24 Roberta J. Appleton
25 Address of Record
26 Respondent

27 Bretton Barber
28 Barber Law Group, PLLC
29 Renaissance Square Tower One
30 2 N. Central Ave. #1800
31 Attorney for Respondent

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

3 **In the Matter of:**

4 **Roberta J. Appleton, LAC-17650,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

7 **Respondent**

CASE NO. 2020-0124

INTERIM CONSENT AGREEMENT

8 By mutual agreement and understanding, between the Arizona State Board of
9 Behavioral Health Examiners (“Board”) and Roberta J. Appleton (“Respondent”), the parties
10 enter into this Interim Consent Agreement, Findings of Fact, Conclusions of Law and Order
11 (“Interim Consent Agreement”) as an interim disposition of this matter.

12 **RECITALS**

13 Respondent understands and agrees that:

14 1. The Board may adopt this Interim Consent Agreement, or any part thereof,
15 pursuant to A.R.S. § 32-3251 *et seq.* and A.R.S. § 41-1092.07(F)(5).

16 2. Respondent has read and understands this Interim Consent Agreement as set
17 forth herein, and has had the opportunity to discuss this Interim Consent Agreement with an
18 attorney or has waived the opportunity to discuss this Interim Consent Agreement with an
19 attorney. Respondent voluntarily enters into this Interim Consent Agreement and by doing so
20 agrees to abide by all of its terms and conditions.

21 3. By entering into this Interim Consent Agreement, Respondent freely and
22 voluntarily relinquishes all rights to an administrative hearing on the matters set forth herein, as
23 well as all rights of rehearing, review, reconsideration, appeal, judicial review or any other
24 administrative and/or judicial action, concerning the matters related to the Interim Consent
25 Agreement.

1 4. Respondent understands that this Interim Consent Agreement does not
2 constitute a dismissal or resolution of this matter or any matters that may be currently pending
3 before the Board and does not constitute any waiver, express or implied, of the Board's
4 statutory authority or jurisdiction regarding any other pending or future investigations, actions,
5 or proceedings. Respondent also understands that acceptance of this Interim Consent
6 Agreement does not preclude any other agency, subdivision, or officer of this State from
7 instituting civil or criminal proceedings with respect to the conduct that is the subject of this
8 Interim Consent Agreement. Respondent does not intend their acceptance of this Interim
9 Consent Agreement to constitute an admission of any fact or facts and they enter into this
10 agreement as an interim compromise of a pending matter. Respondent further does not
11 relinquish their rights to an administrative hearing, rehearing, review, reconsideration, judicial
12 review or any other administrative and/or judicial action, concerning the matters related to a
13 final disposition of this matter, unless they affirmatively does so as part of the final resolution of
14 this matter.

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

20 6. Respondent understands that this Interim Consent Agreement shall not become
21 effective unless and until it is adopted by the Board and signed by its Executive Director.

22 7. Respondent understands and agrees that if the Board does not adopt this
23 Interim Consent Agreement, they will not assert in any future proceedings that the Board's
24 consideration of this Interim Consent Agreement constitutes bias, prejudice, prejudgment, or
25 other similar defense.

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

4 9. Respondent understands that this Interim Consent Agreement does not alleviate
5 their responsibility to comply with the applicable license-renewal statutes and rules. If this
6 Interim Consent Agreement remains in effect at the time Respondent's behavioral health
7 licenses come up for renewal, they must renew their license(s) if Respondent wishes to retain
8 their license(s). If Respondent elects not to renew their license(s) as prescribed by statute and
9 rule, Respondent's license(s) will not expire but rather, by operation of law (A.R.S. § 32-3202),
10 become suspended until the Board takes final action in this matter. Once the Board takes final
11 action, in order for Respondent to be licensed in the future, they must submit a new application
12 for licensure and meet all of the requirements set forth in the statutes and rules at that time.

13 10. Respondent understands that any violation of this Interim Consent Agreement
14 constitutes unprofessional conduct under A.R.S. § 32-3251(16)(n), violating a formal order,
15 consent agreement, term of probation or stipulated agreement, and may result in disciplinary
16 action under A.R.S. § 32-3281.

17 Respondent understands and agrees that:

18 **INTERIM FINDINGS OF FACT**

19 1. The Board is the duly constituted authority for licensing and regulating the
20 practice of counseling in the State of Arizona.

21 2. Respondent is the holder of License No. LAC-17650.

22 3. Respondent agrees to voluntarily enter into this interim consent agreement while
23 she tends to her substance abuse recovery efforts.

24 **INTERIM CONCLUSIONS OF LAW**

25 1. The Board possesses subject matter and personal jurisdiction over Respondent
pursuant to A.R.S. § 32-3251 *et seq.*

1 2. The Board is authorized to enter into an interim consent agreement with a
2 licensed associate counselor to limit or restrict the professional's practice in order to protect the
3 public and ensure that the professional is able to safely engage in the practice of counseling
4 pursuant to A.R.S. § 32-3281.

5 **INTERIM ORDER**

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

8 **IT IS HEREBY ORDERED** that Respondent shall not practice under their license until
9 such time as they submit a written request for the reinstatement of their license to the Board and
10 the Board affirmatively approves Respondent's request for reinstatement. The Board may, in its
11 discretion, require any combination of staff-approved physical, psychiatric, or psychological
12 examinations, or other types of examinations, evaluations or interviews it believes are
13 necessary to assist the Board in determining whether Respondent is able to safely and
14 competently return to the practice of counseling. The Board's affirmative approval to permit
15 Respondent to return to practicing under their license shall not preclude the Board from taking
16 any other action it deems appropriate based upon the conduct set forth in the Interim Findings
17 of Fact.

18 Respondent's agreement not to practice under License No. LAC-17650 will be
19 considered an interim suspension of their license.

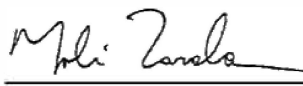
20
21 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

22 
Roberta J. Appleton (May 1, 2020)
23 Roberta J. Appleton

24 May 1, 2020
25 Date

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BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By: 

May 11, 2020

TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Date

ORIGINAL of the foregoing filed May 11, 2020
with:

Arizona Board of Behavioral Health Examiners
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EXECUTED COPY of the foregoing sent electronically May 11, 2020
to:

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