

**BEFORE THE BEHAVIORAL HEALTH PROFESSIONALS BOARD
OF THE STATE OF IOWA**

IN THE MATTER OF

Rachel Roberts
License No. 106752

RESPONDENT

CASE NO.: 23-0149
DIAL NO.: 24DBBS0002

**SETTLEMENT AGREEMENT AND
FINAL ORDER**

COMES NOW the Iowa Board of Behavioral Health Professionals (“Board”) and Rachel Roberts (“Respondent”), pursuant to Iowa Code sections 17A.10(2), 272C.3(4), and chapter 154D, enter into this Settlement Agreement and Final Order (“Settlement Agreement”).

1. **Iowa License.** Respondent was issued an Iowa temporary mental health counselor license 106752 on July 15, 2021. Respondent’s Iowa temporary license is active and will next expire on July 15, 2025.

2. **Jurisdiction.** The Board has jurisdiction in this matter pursuant to Iowa Code chapters 17A, 147, 154D, and 272C and 481 Iowa Administrative Code chapter 893.

A. STIPULATIONS

3. **Practice Setting:** Respondent is an Iowa licensed mental health counselor who practiced in Iowa during the time relevant to these allegations. Respondent currently lives in Dakota Dunes, South Dakota.

4. **Statement of Charges:** On December 4, 2023, the Iowa Board of Behavioral Science¹ found probable cause to file a Notice of Hearing and Statement of Charges in this matter alleging Respondent failed to comply with sections of the Code of Ethics of the American Counseling Association (2014) in violation of 645 Iowa Administrative Code rule 33.2(1)“b” (2023)².

5. **Allegations:** On or about April 26, 2023, Respondent had an on-going therapeutic

¹ The Board of Behavioral Science has since merged into the Board of Behavioral Health Professionals.

² Renumbered as of 2025 as 481 Iowa Administrative Code rule 893.1(1)“b”.

relationship with minor patient K.D. Respondent facilitated a phone call session between K.D. and K.D.'s father, Sean Doyle. K.D.'s mother and Sean Doyle's ex-wife, Ali Doyle, was in the room for the phone call. Respondent failed to inform Sean Doyle that Ali Doyle was present in the room for the phone call. Respondent had never engaged in family therapy prior to this session. During the pendency of this case, Respondent completed the supervision hours required for full licensure in December 2023. Respondent continued to provide therapy services under supervision until April 2024 when she sought alternative employment where she did/does not provide therapy services.

B. SETTLEMENT AGREEMENT

6. Respondent denies any wrongdoing but acknowledges that the allegations stated above, if proven in a contested case hearing, would constitute grounds for the discipline agreed to in this Settlement Agreement. Respondent denies any wrongdoing but enters into this Settlement Agreement to avoid the uncertainty and expense of a contested case proceeding.

7. To resolve this matter without proceeding to hearing, Respondent agrees to the following conditions:

- a. *Continuing Education.* Respondent shall undertake **TEN HOURS** of Continuing Education in the areas of ethics, disclosures, complex family dynamics, and/or working with minors within ONE YEAR from the date this Settlement Agreement is entered by the Board. Respondent will be provided a list containing examples of appropriate courses. This continuing education will not count towards Respondent's biannual continuing education requirements.
- b. *Civil Penalty.* Respondent agrees to pay a civil penalty in the amount of two hundred and fifty dollars (\$250).

8. In entering this Settlement Agreement, Respondent acknowledges the following:
- a. This Settlement Agreement is subject to the approval of the Board and will have no force or effect if it is not accepted by the Board.
 - b. Counsel for the State will present this Settlement Agreement to the Board *ex parte*.
 - c. I have the right to be represented by counsel in this matter. I am represented by Alexander Wonio of Hansen, McClintock & Riley law firm.
 - d. I understand I have an opportunity to be heard and to contest the allegations against me in a formal hearing before the Board and that, by waiving the formal hearing, I waive my right to challenge the allegations against me and all attendant rights, including the right to seek judicial review of the Board's actions.
 - e. I waive my ability to review the investigative file in this case.
 - f. I understand this Settlement Agreement will be part of my permanent licensure file and may be considered by the Board in determining the nature and severity of any disciplinary action to be imposed in the event of any future violations.
 - g. I am voluntarily entering into this Settlement Agreement.
 - h. Failure to comply with the provisions of this Settlement Agreement shall be grounds for further disciplinary action pursuant to Iowa Code § 272C.3(2)(a).
 - i. I understand the Board is required by federal law to report this Settlement Agreement to the National Practitioner Databank. The report to the database will reflect the language included in this Order.
 - j. I understand I am responsible for all expenses incurred to comply with the conditions and requirements of this Settlement Agreement.

9. Respondent shall submit a copy of this Settlement Agreement to all licensing boards where Respondent holds a license, whether active or not, within **THIRY days** of the date of the Board approval of this Settlement Agreement.

10. This Settlement Agreement constitutes discipline against Respondent and is the final agency action in a contested case pursuant to Iowa Code section 17A.10.

11. Failure to comply with the provisions of this Settlement Agreement shall be grounds for further disciplinary action pursuant to Iowa Code section 272C.3(2)(a).

12. This Settlement Agreement shall not preclude the Board from taking additional action against Respondent should Respondent violate laws, rules, or standards of practice administered by the Board in the future.

13. This Settlement Agreement becomes a public record available for inspection and copying upon execution in accordance with the requirements of Iowa Code Chapters 17A, 22, and 272C.

14. This Settlement Agreement is subject to approval of the Board. If the Board fails to approve this agreement it shall be of no force or effect to either party.

15. The Board's approval of this Settlement Agreement shall constitute a **Final Order** of the Board.

C. FINAL ORDER

WHEREFORE, the terms of this Settlement Agreement are agreed to by the Iowa Board of Behavioral Health Professionals and the Respondent.

IT IS THEREFORE ORDERED,

- a. Respondent is **CITED** for failure to comply with the Code of Ethics of the ACA, specifically Rule B.5.b "Responsibility to Parents and Legal Guardians" and Rule C.2.a "Boundaries of Competence," in violation of Iowa Administrative Code rule

33.2(1)“b” (2023) and **WARNED** that future violations may result in further disciplinary action.

b. **EDUCATION:** Respondent shall attend **TEN (10) HOURS** of continuing education as described above in Section B, paragraph 7, and tender proof of completion to the Board Executive within **ONE YEAR** from the date this Settlement Agreement is entered by the Board. These hours shall be in addition to any continuing education required by law for license renewal. Respondent is solely responsible for all costs associate with obtaining these hours.

c. **CIVIL PENALTY:** Respondent shall pay a civil penalty in the amount of two hundred and fifty dollars (\$250). Respondent shall make her check payable to the “State of Iowa” and mail the check to:

Iowa Board of Behavioral Health Professionals
C/O Tony Alden, Executive Director
6200 Park Avenue
Des Moines, IA 50321

FOR THE RESPONDENT:

Voluntarily agreed to and accepted by Rachel Robers on this 10 day of ~~May~~ MARCH*, 2025.

Rachel Roberts
By: Rachel Roberts, Respondent

FOR THE IOWA BOARD OF BEHAVIORAL HEALTH PROFESSIONALS:

Voluntarily agreed to and accepted by the **IOWA BOARD OF BEHAVIORAL HEALTH PROFESSIONALS** on this 25th day of March, 2025.

Aaron L Culley, L I S W

Board Chair
Board of Behavioral Health Professionals

From: Alex Wonio <awonio@hmrlawfirm.com>
Sent: Monday, March 10, 2025 1:07 PM
To: Wagner, Samantha <Samantha.Wagner@ag.iowa.gov>; Alden, Tony <Tony.Alden@dia.iowa.gov>
Subject: RE: Rachel Roberts

Thanks!

ALEXANDER E. WONIO

Hansen, McClintock & Riley

520 Walnut Street-5th Floor US Bank Bldg.

Des Moines, Iowa 50309-4119

(515)244-2141/(515)244-2931

awonio@hmrlawfirm.com



From: Wagner, Samantha <Samantha.Wagner@ag.iowa.gov>
Sent: Monday, March 10, 2025 1:06 PM
To: Alex Wonio <awonio@hmrlawfirm.com>; Alden, Tony <Tony.Alden@dia.iowa.gov>
Subject: RE: Rachel Roberts

Thank you, Alex! I will go ahead and make a notation that parties agree it should be March 10, 2025.

From: Alex Wonio <awonio@hmrlawfirm.com>
Sent: Monday, March 10, 2025 11:35 AM

To: Wagner, Samantha <Samantha.Wagner@ag.iowa.gov>; Alden, Tony
<Tony.Alden@dia.iowa.gov>

Subject: RE: Rachel Roberts

See attached. I noticed she accidentally put May 10, 2025. If needed on your end, beyond this email, please feel free to cross out or white out and correct.

Thanks,

ALEXANDER E. WONIO

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