

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

2 **In the Matter of:**
3 **Jody L. Barba, LAC-12972,**
4 **Licensed Associate Counselor,**
5 **In the State of Arizona.**

CASE NO. 2016-0117

**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

RESPONDENT


6
7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated September 2, 2016. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated September 2, 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
and Order dated September 2, 2016.

14 Dated this 7th day of May, 2018.

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

18 **ORIGINAL** of the foregoing filed
19 This 7th day of May, 2018, with:

20 Arizona Board of Behavioral Health Examiners
21 1740 W. Adams St., Suite 3600
22 Phoenix, AZ 85007

23 **COPY** of the foregoing mailed via
24 Certified mail no. 9489009000276040244527
25 This 7th day of May, 2018, to:

Jody L. Barba
Address of Record
Respondent

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BEFORE THE ARIZONA BOARD
OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Jody L. Barba, LAC-12972,
Licensed Associate Counselor,
In the State of Arizona.

RESPONDENT

CASE NO. 2016-0117
CONSENT AGREEMENT

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), Jody L. Barba (“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.

RECITALS

Respondent understands and agrees that:

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.

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.

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 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 ...

1 **FINDINGS OF FACT**

2 1. Respondent is the holder of License No. LAC-12972 for the practice of
3 counseling in Arizona.

4 2. From 08/15 – 03/16, Respondent was employed as a supervisor for a behavioral
5 health agency.

6 3. In her role, Respondent provided clinical supervision to approximately 9
7 employees.

8 4. During a 03/16 individual clinical supervision session with an employee,
9 Respondent acknowledges telling the employee, "If I'm with someone for 20 minutes, and I bill
10 23 minutes, do I feel bad about it? No, I don't."

11 5. As a result of her conduct and comments, Respondent was involuntarily
12 terminated from her employment.

13 6. Respondent's termination letter indicated the following:

14 a. Respondent admitted to falsifying a behavioral health claim.

15 b. As a licensed behavioral health practitioner, Respondent is expected to
16 practice the stated ethics of her profession, which did not happen.

17 7. Furthermore, as a result of her conduct, Respondent's employer made the
18 decision to void all claims made by Respondent to cover themselves as they had no way of
19 knowing if other claims that Respondent submitted were fraudulently billed as well.

20 8. As a clinical supervisor responsible for providing oversight and ethical guidance
21 to her subordinates, Respondent's actions regarding inappropriate billing practices appear
22 highly concerning.

23 **CONCLUSIONS OF LAW**

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

1 licensed behavioral health professional.

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

5 3. The conduct and circumstances described in the Findings of Fact constitute a
6 violation of A.R.S. § 32-3251(16)(b), use of fraud or deceit in connection with rendering services
7 as a licensee or in establishing qualifications pursuant to this chapter.

8 **ORDER**

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

11 1. Respondent's license, LAC-12972, will be placed on probation, effective from the
12 date of entry as signed below.

13 2. Respondent shall not practice under their license, LAC-12972, unless they are
14 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
15 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
16 shall immediately notify the Board in writing and shall not practice under their license until they
17 submit a written request to the Board to re-commence compliance with this Consent
18 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

23 **Continuing Education**

24 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
25 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock

1 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course
2 addressing current behavioral health documentation standards in Arizona. All required
3 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
4 Respondent shall submit a certificate of completion of the required continuing education.

5 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
6 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
7 three semester credit hour graduate level behavioral health ethics course from an accredited
8 college or university, pre-approved by the Board Chair or designee. Upon completion,
9 Respondent shall submit to the Board an official transcript establishing completion of the
10 required course.

11 **Clinical Supervision**

12 6. While on probation, Respondent shall submit to clinical supervision for 24 months
13 by a masters or higher level behavioral health professional licensed at the independent level.
14 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a
15 clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the
16 date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing their prior
17 relationship to Respondent. In that letter, the clinical supervisor must address why they should
18 be approved, acknowledge that they have reviewed the Consent Agreement and include the
19 results of an initial assessment and a supervision plan regarding the proposed supervision of
20 Respondent. The letter from the supervisor shall be submitted to the Board.

21 **Focus and Frequency of Clinical Supervision**

22 7. The focus of the supervision shall relate to billing, ethics, and client care.
23 Respondent shall meet with the supervisor at a minimum of once weekly for the first 12 months
24 of probation. Following the first 12 months of probation, the frequency shall be at the
25 recommendation of the clinical supervisor, upon approval by the Board Chair or designee.

1 **Reports**

2 8. Once approved, the supervisor shall submit quarterly reports for review and
3 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
4 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
5 more frequent supervision is needed. Quarterly reports shall include the following:

- 6 a. Dates of each clinical supervision session.
- 7 b. A comprehensive description of issues discussed during supervision
8 sessions.

9 9. All quarterly supervision reports shall include a copy of clinical supervision
10 documentation maintained for that quarter. All clinical supervision documentation maintained by
11 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

12 10. After Respondent's probationary period, the supervisor shall submit a final
13 summary report for review and approval by the Board Chair or designee. The final report shall
14 also contain a recommendation as to whether the Respondent should be released from this
15 Consent Agreement.

16 **Change of Clinical Supervisor During Probation**

17 11. If, during the period of Respondent's probation, the clinical supervisor determines
18 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
19 the end of supervision and provide the Board with an interim final report. Respondent shall
20 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
21 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
22 proposed clinical supervisor shall provide the same documentation to the Board as was required
23 of the initial clinical supervisor.

24 **Early Release**

25 12. After completion of the stipulations set forth in this Consent Agreement, and upon

1 the clinical supervisor's recommendation, Respondent may request early release from the
2 Consent Agreement after 12 months.

3 **GENERAL PROVISIONS**

4 **Provision of Clinical Supervision**

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

7 **Civil Penalty**

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

10 15. Respondent's payment of the civil penalty shall be stayed so long as Respondent
11 remains compliant with the terms of this Consent Agreement. If Board staff determines that
12 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
13 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
14 be automatically lifted and payment of the civil penalty shall be made by certified check or
15 money order payable to the Board within 30 days after being notified in writing of the lifting of
16 the stay.

17 16. Within 10 days of being notified of the lifting of the stay, Respondent may request
18 that the matter be reviewed by the Board for the limited purpose of determining whether the
19 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
20 receives the written request within 10 days or less of the next regularly scheduled Board
21 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
22 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
23 review.

24 17. The Board reserves the right to take further disciplinary action against
25 Respondent for noncompliance with this Consent Agreement after affording Respondent notice

1 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
2 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
3 and the period of probation shall be extended until the matter is final.

4 18. Within 10 days of the effective date of this Order, if Respondent is working in a
5 position where Respondent provides any type of behavioral health related services or works in a
6 setting where any type of behavioral health, health care, or social services are provided,
7 Respondent shall provide the Board Chair or designee with a signed statement from
8 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
9 Consent Agreement. If Respondent does not provide the employer's statement to the Board
10 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
11 copy of the Consent Agreement.

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

22 20. If, during the period of Respondent's probation, Respondent changes
23 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
24 extended leave of absence for whatever reason that may impact their ability to timely comply
25 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform

1 the Board of their change of employment status. After the change and within 10 days of
2 accepting employment in a position where Respondent provides any type of behavioral health
3 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 a written
5 statement providing the contact information of their new employer(s) and a signed statement
6 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
7 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
8 the Board within 10 days, as required, Respondent's failure to provide the required statement to
9 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
10 Respondent's employer(s) with a copy of the Consent Agreement.

11 21. Respondent shall practice behavioral health using the name under which they
12 are licensed. If Respondent changes their name, they shall advise the Board of the name
13 change as prescribed under the Board's regulations and rules.

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

25 23. Respondent shall bear all costs relating to probation terms required in this

1 Consent Agreement.

2 24. Respondent shall be responsible for ensuring that all documentation required in
3 this Consent Agreement is provided to the Board in a timely manner.

4 25. This Consent Agreement shall be effective on the date of entry below.

5 26. This Consent Agreement is conclusive evidence of the matters described herein
6 and may be considered by the Board in determining appropriate sanctions in the event a
7 subsequent violation occurs.

8
9 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

10 Jody L. Barba
11 Jody L. Barba

8/29/16
Date

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

13 Dated this 2nd day of September, 2016.

14 By: Tobi Zavala

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

17
18 **ORIGINAL** of the foregoing filed

19 This 2nd day of September, 2016 with:

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

22 **COPY** of the foregoing mailed via Interagency Mail

23 This 2nd day of September, 2016, to:

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

1 **COPY** of the foregoing mailed via
Certified mail no. 7014287000189571923,
2 This 2nd day of September, 2016, to:

3 Jody L. Barba
Address of Record
4 Respondent

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