

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

3 **In the Matter of:**

4 **Stacy Barkin, LPC-13173, LISAC-11684**  
5 **Licensed Professional Counselor,**  
6 **Licensed Substance Abuse Counselor,**  
7 **In the State of Arizona.**

**CASE NO. 2022-0169**  
**CONSENT AGREEMENT**

8 **RESPONDENT**

9 In the interest of a prompt and speedy settlement of the above captioned matter,  
10 consistent with the public interest, statutory requirements and responsibilities of the Arizona  
11 State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F)  
12 and 41-1092.07(F)(5), Stacy Barkin ("Respondent") and the Board enter into this Consent  
13 Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final  
14 disposition of this matter.

15 **RECITALS**

16 Respondent understands and agrees that:

17 1. Any record prepared in this matter, all investigative materials prepared or  
18 received by the Board concerning the allegations, and all related materials and exhibits may be  
19 retained in the Board's file pertaining to this matter.

20 2. Respondent has the right to a formal administrative hearing at which Respondent  
21 can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably  
22 waives their right to such formal hearing concerning these allegations and irrevocably waives  
23 their right to any rehearing or judicial review relating to the allegations contained in this Consent  
24 Agreement.

25 ...

1           3.       Respondent has the right to consult with an attorney prior to entering into this  
2 Consent Agreement.

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

7           5.       The findings contained in the Findings of Fact portion of this Consent Agreement  
8 are conclusive evidence of the facts stated herein between only Respondent and the Board for  
9 the final disposition of this matter and may be used for purposes of determining sanctions in any  
10 future disciplinary matter.

11          6.       Although Respondent does not agree that all the Findings of Fact set forth in this  
12 Consent Agreement are supported by the evidence, Respondent acknowledges that it is the  
13 Board's position that, if this matter proceeded to formal hearing, the Board could establish  
14 sufficient evidence to support a conclusion that certain of Respondent's conduct constituted  
15 unprofessional conduct. Therefore, Respondent has agreed to enter into this Consent  
16 Agreement as an economical and practical means of resolving the issues associated with the  
17 complaint filed against her. Further, Respondent acknowledges that the Board may use the  
18 evidence in its possession relating to this Consent Agreement for purposes of determining  
19 sanctions in any further disciplinary matter.

20          7.       This Consent Agreement is subject to the Board's approval, and will be effective  
21 only when the Board accepts it. In the event the Board in its discretion does not approve this  
22 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  
23 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except  
24 that Respondent agrees that should the Board reject this Consent Agreement and this case  
25

1 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its  
2 review and discussion of this document or of any records relating thereto.

3 8. Respondent acknowledges and agrees that the acceptance of this Consent  
4 Agreement is solely to settle this Board matter and does not preclude the Board from instituting  
5 other proceedings as may be appropriate now or in the future. Furthermore, and  
6 notwithstanding any language in this Consent Agreement, this Consent Agreement does not  
7 preclude in any way any other state agency or officer or political subdivision of this state from  
8 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or  
9 in the future relating to this matter or other matters concerning Respondent, including but not  
10 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other  
11 than with respect to the Board, this Consent Agreement makes no representations, implied or  
12 otherwise, about the views or intended actions of any other state agency or officer or political  
13 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

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1 **FINDINGS OF FACT**

2 1. Respondent is the holder of License No. LPC-13173 for the practice of  
3 counseling in Arizona.

4 2. Respondent is the holder of License No. LISAC-11684 for the practice of  
5 substance abuse counseling in Arizona.

6 3. In 04/22, Respondent began seeing a client ("Client") for the purpose of providing  
7 behavioral health treatment.

8 4. Client found Respondent for services because they belong to the same  
9 Facebook group regarding a medical condition.

10 5. In 05/22, Client forgot about a scheduled session and received a call from  
11 Respondent that lasted an hour and a half, during which Client represents Respondent  
12 presented as paranoid and shared personal background information, including that Respondent  
13 was targeted by law enforcement and has supernatural abilities.

14 6. Following this conversation, Client made the decision to terminate services with  
15 Respondent.

16 7. In 05/22, days after Client terminated services, Respondent sent Client  
17 inappropriate pictures of her bare skin for the purpose of sharing about their medical condition.

18 8. Board staff did not conduct a complete and thorough investigation regarding this  
19 matter.

20 **CONCLUSIONS OF LAW**

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

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

4   **ORDER**

5           Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to  
6 the provision and penalties imposed as follows:


- 7           1.     As of the effective date of the Consent Agreement, Respondent shall not practice  
8 under their license.
- 9           2.     Respondent’s license, LPC-13173, shall by rule, expire on 01/31/23.
- 10          3.     Respondent’s license, LISAC-11684, shall by rule, expire on 07/31/22.
- 11          4.     Respondent agrees not to renew their licenses.
- 12          5.     Respondent agrees not to submit any type of new license application to the  
13 Board for a minimum of five (5) years.
- 14          6.     This Consent Agreement is conclusive evidence of the matters described herein  
15 and may be considered by the Board in determining appropriate sanctions in the event a  
16 subsequent violation occurs.

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

18                       
19                     \_\_\_\_\_   
                           Stacy Barkin

**Jun 7, 2022**  
  \_\_\_\_\_   
  Date

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

21                       
22                     By: \_\_\_\_\_   
                           TOBI ZAVALA, Executive Director  
23                     Arizona Board of Behavioral Health Examiners

**Jun 13, 2022**  
  \_\_\_\_\_   
  Date

24                     ...  
25                     ...

1 **ORIGINAL** of the foregoing filed Jun 13, 2022

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

4 **EXECUTED COPY** of the foregoing sent electronically Jun 13, 2022

to:  
5  
6 Mona Baskin  
Assistant Attorney General  
2005 North Central Avenue  
7 Phoenix, AZ 85004

8 Stacy Barkin  
Address of Record  
9 Respondent

10 Faren Akins  
Akins Law Firm  
11 7702 E. Doubletree Ranch Rd., Ste. 300  
Scottsdale, AZ 85258  
12 Attorney for Respondent

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