

1 BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS

2 In the Matter of:

CASE NO. 2015-0109

3 Anita L. Comstock, LPC-13748,
4 Licensed Professional Counselor,
5 In the State of Arizona.

RELEASE FROM
CONSENT AGREEMENT AND ORDER

6 RESPONDENT

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 25, 2015. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated September 25, 2015.

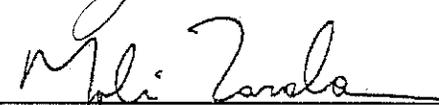
11 ORDER

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 September 25, 2015.

15 Dated this 9th day of June, 2016.

16
17 By:


18 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

19 ORIGINAL of the foregoing filed
20 This 9th day of June, 2016, with:

21 Arizona Board of Behavioral Health Examiners
22 3443 N. Central Ave., Suite 1700
Phoenix, AZ 85012

23 COPY of the foregoing mailed via
Certified mail no. 70142870000189574515
24 This 9th day of June, 2016, to:

25 Anita L. Comstock
Address of Record
Respondent

1 **COPY** of the foregoing mailed via Mail
This 9th day of June, 2016 to:

2 Douglas Guffey
3 3200 N Central Ave, 20th Floor
4 Phoenix, AZ 85012
5 Attorney for Respondent
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BEFORE THE ARIZONA BOARD
OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Anita L. Comstock, LPC-13748
Licensed Professional Counselor,
In the State of Arizona.

CASE NO. 2015-0109
CONSENT AGREEMENT

RESPONDENT

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), Anita L. Comstock ("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 her right to such formal hearing concerning these allegations and irrevocably waives her 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 her
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 she has 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. LPC-13748 for the practice of
3 professional counseling in Arizona.

4 2. Respondent provided clinical supervision to an applicant for independent
5 licensure ("Applicant") from 11/11 to 04/14.

6 3. In support of Applicant's 11/14 LPC licensure application:

7 a. Respondent provided Applicant with a signed, notarized form attesting to
8 Applicant's clinical supervision hours.

9 b. Applicant submitted documentation of the clinical supervision that was
10 determined to have been backdated ("Backdated Supervision Forms").

11 4. In 05/15, upon the request of Board staff, Respondent submitted the original
12 documentation of the clinical supervision.

13 5. Board staff's review of the original documentation identified that:

14 a. Session dates and duration were inconsistent with the Backdated
15 Supervision Forms.

16 b. There were many dates and signatures missing.

17 c. The Backdated Supervision Forms contained more clinical supervision
18 hours than the original documentation.

19 d. The content was not consistent to that submitted in the Backdated
20 Supervision Forms.

21 e. The original documentation would not have met the minimum practice
22 standards as required for clinical supervision.

23 6. Respondent acknowledged:

24 a. Participating in the transfer of original documentation to Backdated
25 Supervision Forms.

Civil Penalty

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

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

11 10. Within 10 days of being notified of the lifting of the stay, Respondent may request
12 that the matter be reviewed by the Board for the limited purpose of determining whether the
13 automatic lifting of the stay was supported by substantial evidence. If the Board receives the
14 written request within 10 days or less of the next regularly scheduled Board meeting, the
15 request will not be heard at that meeting, but will be heard at the next regularly scheduled Board
16 meeting. The Board's decision on this matter shall not be subject to further review.

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

22 12. If Respondent currently sees clients in their own private practice, and obtains any
23 other type of behavioral health position, either as an employee or independent contractor, where
24 she provides behavioral health services to clients of another individual or agency, she shall
25 comply with requirements set forth in Paragraphs 13 through 15 below.

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

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

19 15. If, during the period of Respondent's probation, Respondent changes
20 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
21 extended leave of absence for whatever reason that may impact her ability to timely comply with
22 the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the
23 Board of her change of employment status. After the change and within 10 days of accepting
24 employment in a position where Respondent provides any type of behavioral health related
25 services or in a setting where any type of behavioral health, health care, or social services are

1 provided, Respondent shall provide the Board Chair or designee a written statement providing
2 the contact information of her new employer(s) and a signed statement from Respondent's new
3 employer(s) confirming Respondent provided the employer(s) with a copy of this Consent
4 Agreement. If Respondent does not provide the employer's statement to the Board within 10
5 days, as required, Respondent's failure to provide the required statement to the Board shall be
6 deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
7 employer(s) with a copy of the Consent Agreement.

8 16. Respondent shall practice behavioral health using the name under which she is
9 licensed. If Respondent changes her name, she shall advise the Board of the name change as
10 prescribed under the Board's regulations and rules.

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

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

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

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

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

PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Anita L. Comstock 9/24/15
Anita L. Comstock Date

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Dated this 25th day of September, 2015.

By: Tobi Zavala
TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed
This 25th day of September, 2015 with:

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

COPY of the foregoing mailed via Interagency Mail
This 25th day of September, 2015, to:

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

COPY of the foregoing mailed via
Certified mail no. 7014287000019571596
This 25th day of September, 2015, to:

Anita L. Comstock
Address of Record
Respondent

1 COPY of the foregoing mailed via Mail
This 25th day of September, 2015 to:

2
3 Douglas Guffey
3200 N. Central Ave 20th Floor
4 Phoenix, AZ 85012
Attorney for Respondent

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