

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LCSW-2979 for the practice of social
3 work in Arizona.

4 2. From 03/04/14 to 04/22/14, Respondent provided marital counseling to a
5 husband ("Husband") and wife ("Wife").

6 3. From 03/17/14 to 09/25/15, Respondent also provided individual counseling to
7 Husband.

8 4. Respondent's marital counseling treatment plan failed to contain signatures from
9 Husband or Wife.

10 5. Respondent's clinical record for Husband's individual counseling was not kept
11 separately from the couple's clinical file as required.

12 6. Respondent did not obtain consent for treatment or generate a treatment plan for
13 Husband's individual counseling.

14 **CONCLUSIONS OF LAW**

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

18 2. The conduct and circumstances described in the Findings of Fact constitute a
19 violation of A.R.S. § 32-3251(15)(p), failing to conform to minimum practice standards as
20 developed by the Board.

21 **ORDER**

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

24 1. Respondent's license, LCSW-2979, will be placed on probation, effective from
25 the date of entry as signed below.

1 in no less than 6 months by masters or higher level behavioral health professional licensed at
2 the independent level. Within 30 days of the date of this Consent Agreement, Respondent shall
3 submit the name of a clinical supervisor for pre-approval by the Board Chair or designee. Also
4 within 30 days of the date of this Consent Agreement, the clinical supervisor shall submit a letter
5 disclosing their prior relationship to Respondent. In that letter, the clinical supervisor must
6 address why they should be approved, acknowledge that they have reviewed the Consent
7 Agreement and include the results of an initial assessment and a supervision plan regarding the
8 proposed supervision of Respondent. The letter from the supervisor shall be submitted to the
9 Board.

10 Reports

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

- 15 a. Dates of each clinical supervision session.
- 16 b. A comprehensive description of issues discussed during supervision
17 sessions.

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

21 9. After Respondent's probationary period, the supervisor shall submit a final
22 summary report for review and approval by the Board Chair or designee. The final report shall
23 also contain a recommendation as to whether the Respondent should be released from this
24 Consent Agreement.

25 ...

1 the stay.

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

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

14 17. If Respondent currently sees clients in their own private practice, and obtains any
15 other type of behavioral health position, either as an employee or independent contractor, where
16 they provide behavioral health services to clients of another individual or agency, they shall
17 comply with requirements set forth in paragraphs 18 through 20 below.

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

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

11 20. If, during the period of Respondent's probation, Respondent changes
12 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
13 extended leave of absence for whatever reason that may impact their ability to timely comply
14 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
15 the Board of their change of employment status. After the change and within 10 days of
16 accepting employment in a position where Respondent provides any type of behavioral health
17 related services or in a setting where any type of behavioral health, health care, or social
18 services are provided, Respondent shall provide the Board Chair or designee a written
19 statement providing the contact information of their new employer(s) and a signed statement
20 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
21 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
22 the Board within 10 days, as required, Respondent's failure to provide the required statement to
23 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
24 Respondent's employer(s) with a copy of the Consent Agreement.

25 21. Respondent shall practice behavioral health using the name under which they

1 are licensed. If Respondent changes their name, they shall advise the Board of the name
2 change as prescribed under the Board's regulations and rules.

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

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

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

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

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

22 PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

23 Linda L. Poure
24 Linda L. Poure

23 5/9/16
24 Date

1
2 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

3 Dated this 17th day of May, 2016.

4
5 By:

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

6
7 **ORIGINAL** of the foregoing filed

This 17th day of May, 2016 with:

8 Arizona Board of Behavioral Health Examiners
9 3443 N. Central Ave., Suite 1700
Phoenix, AZ 85012

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

11 This 17th day of May, 2016, to:

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

14 **COPY** of the foregoing mailed via

15 Certified mail no. 70142870000189576846
This 17th day of May, 2016, to:

16 Linda L. Poure
17 Address of Record
Respondent

18 **COPY** of the foregoing mailed via Mail

19 This 17th day of May, 2016 to:

20 DeeDee Holden
21 Holden & Armer, P.C.
4505 East Chandler Boulevard, Suite #210
22 Phoenix, AZ 85048
Attorney for Respondent