



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. However, the parties' stipulation to the Findings of  
8 Fact set forth in this Consent Agreement are made solely for purposes of any matter or issue  
9 before the Board, and shall not be deemed admissible in any forum outside this Board, including  
10 any civil or criminal matter now pending, or that may arise in the future.

11          6.     This Consent Agreement is subject to the Board's approval, and will be effective  
12 only when the Board accepts it. In the event the Board in its discretion does not approve this  
13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  
14 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except  
15 that Respondent agrees that should the Board reject this Consent Agreement and this case  
16 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its  
17 review and discussion of this document or of any records relating thereto.

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

21          8.     Respondent further understands that any violation of this Consent Agreement  
22 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in  
23 disciplinary action pursuant to A.R.S. § 32-3281.  
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1 9. As the Board has no defined mechanism for licensure surrender, the Board  
2 Executive Director proposed the Board and Respondent enter into a new Consent Agreement  
3 wherein Respondent would agree to terminate her practice, and cease practicing under her  
4 license, LCSW-2979 as of December 9, 2016.

5 **CONCLUSIONS OF LAW**

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

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

12 **ORDER**

13 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree as  
14 follows:

15 1. By 12/09/16, Respondent shall terminate her private practice and cease  
16 practicing under her license.

17 2. Respondent's license, LCSW-2979, shall by rule, expire on 03/31/18.

18 3. Upon its expiration, Respondent agrees not to renew her license.

19 4. Respondent agrees not to submit any type of new license application to the  
20 Board for a minimum of five (5) years.

21 **Practice Termination Plan**

22 5. Prior to terminating her private practice, Respondent shall submit a written plan  
23 for terminating their private practice for pre-approval by the Board Chair or designee. At a  
24 minimum, the proposed termination plan must include each of the following:  
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- a. A written protocol for the secure storage, transfer and access of the clinical records of Respondent's clients and former clients.
- b. The procedure by which Respondent shall notify each client and former client in a timely manner regarding the future location of the clinical records of Respondent's clients and former clients and how those records can be accessed after the termination of Respondent's practice.
- c. A written protocol for developing an appropriate referral for continuation of care for Respondent's current clients.
- d. A list of Respondent's current clients and the timeframe for terminating services to each client. The timeframe for terminating services shall not exceed 30 days.

6. 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.

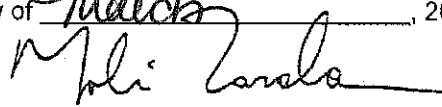
**PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

  
Linda L. Poure

2/13/17  
Date

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

Dated this 7<sup>th</sup> day of March, 2017.

By:   
TOBÍ ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

1 ORIGINAL of the foregoing filed  
This 7<sup>th</sup> day of March, 2017 with:

2  
3 Arizona Board of Behavioral Health Examiners  
3443 N. Central Ave., Suite 1700  
4 Phoenix, AZ 85012

5 COPY of the foregoing mailed via Interagency Mail  
This 7<sup>th</sup> day of March, 2017, to:

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

9 COPY of the foregoing mailed via  
Certified mail no. 70141200 0000 66339844  
This 7<sup>th</sup> day of March, 2017, to:

10 Linda L. Poure  
11 Address of Record  
12 Respondent

13 COPY of the foregoing mailed via Mail  
This 7<sup>th</sup> day of March, 2017 to:

14 DeeDee Holden  
15 Holden & Armer, P.C.  
4505 East Chandler Boulevard, Suite #210  
16 Attorney for Respondent

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