

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

3 **In the Matter of:**

4 **Olivia M. Widner, LAC-20782,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0040

DECREE OF CENSURE

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

14 **RECITALS**

15 Respondent understands and agrees that:

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

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

24 3. Respondent has the right to consult with an attorney prior to entering into this
25 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 between only Respondent and the Board for
7 the final disposition of this matter and may be used for purposes of determining sanctions in any
8 future disciplinary matter.

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

16 7. Respondent acknowledges and agrees that the acceptance of this Consent
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
18 other proceedings as may be appropriate now or in the future. Furthermore, and
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
20 preclude in any way any other state agency or officer or political subdivision of this state from
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
22 in the future relating to this matter or other matters concerning Respondent, including but not
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
24 than with respect to the Board, this Consent Agreement makes no representations, implied or

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1 otherwise, about the views or intended actions of any other state agency or officer or political
2 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LAC-20782 for the practice of
15 counseling in the State of Arizona.

16 2. From 11/21 – 09/22, Respondent was employed at Agency as a therapist.

17 3. Agency is not licensed by the Arizona Department of Health Services.

18 4. Therefore, any unlicensed person would not be able to lawfully provide
19 psychotherapy services at Agency unless they met a different exemption to licensure per Board
20 statute.

21 5. In 03/22, Respondent obtained her LAC license with the Board.

22 6. According to Respondent's personnel records with Agency, she began providing
23 psychotherapy services to clients at Agency on 12/21/21.

24 7. This means that from 12/21/21 – 03/01/22, Respondent was unlawfully providing
25 psychotherapy services without a license to do so.

1 8. Respondent represented that Complainant told Respondent she could provide
2 psychotherapy services at Agency if was working under Complainant's license while her LAC
3 was pending.

4 9. On 09/17/22, Respondent emailed Board staff expressing concern that
5 Complainant was modifying Respondent's notes.

6 10. On 09/19/22, Complainant became aware that Respondent was communicating
7 with the Board.

8 11. The same day on 09/19/22, Complainant discovered that Respondent sent
9 confidential and proprietary company information with patient health information to
10 Respondent's personal email.

11 12. According to Respondent's personnel records, on at least 19 separate instances,
12 Respondent forwarded Agency emails and client information to a non-Agency email.

13 13. Respondent represents she began sending this confidential information to her
14 personal email for the following reasons:

- 15 a. To protect herself from claims Complainant may make against Respondent.
- 16 b. Respondent believed Complainant was editing her notes because she would
17 notice pieces removed after Complainant signed notes.
- 18 c. Respondent wanted to protect herself from retaliation and ensure the client's
19 wishes for continuity of care were being respected.

20 14. Despite Respondent representing she contacted Board staff and an ethics
21 professor to express concerns with Complainant as part of her ethical decision-making model,
22 neither Board staff nor the ethics professor advised Respondent to forward client information to
23 her personal email.

24 15. Respondent represents that her ethics professor cautioned her against
25 escalating the issue with Complainant, to avoid possible retaliation.

1 16. There is no record within the clinical supervision records that Respondent
2 addressed her concerns with Complainant.

3 17. Respondent believed it was acceptable to forward confidential client information
4 to her personal email and did not need an ROI because she felt she was part of Agency.

5 18. Based on employment documents received by the Board, Respondent was
6 employed by Agency at the time the records were transferred.

7 19. On 03/09/22, Respondent signed a Counseling Service Agreement with Agency
8 which included the following:

9 a. Respondent agrees to comply with requirements of HIPAA and Agency
10 policies regarding confidentiality of PHI.

11 b. Respondent shall use best efforts to safeguard confidential information and
12 protect it from disclosure, misuse, loss, or theft.

13 c. Respondent will not remove or transfer any confidential information from the
14 premises of Agency, or electronically remove or transfer and confidential
15 information from Agency premises, network, or EMR except as authorized by
16 Agency.

17 20. Respondent violated Agency's policy by electronically removing confidential
18 client information from Agency records and transferring this information to her personal email
19 without prior authorization to do so.

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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BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By: Mpli Zavala Aug 28, 2023
TOBI ZAVALA, Executive Director Date
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed Aug 28, 2023
with:

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

EXECUTED COPY of the foregoing sent electronically Aug 28, 2023
to:

Mona Baskin
Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

Olivia M. Widner
Address of Record
Respondent

Flynn P. Carey
2600 N. Central Ave., Suite 1000
Phoenix, AZ 85004
Attorney for Respondent