

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

3 **In the Matter of:**

4 **Vivian E. Watters, LMSW-19945**
5 **Licensed Master Social Worker,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NOS. 2025-0011
2025-0033

CONSENT AGREEMENT

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), Vivian E. Watters (“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. Although Respondent does not agree that all the Findings of Fact set forth in this
6 Consent Agreement are supported by the evidence, Respondent acknowledges that it is the
7 Board's position that, if this matter proceeded to formal hearing, the Board could establish
8 sufficient evidence to support a conclusion that certain of Respondent's conduct warrants this
9 Agreement. Therefore, Respondent has agreed to enter into this Consent Agreement as an
10 economical and practical means of resolving the issues herein. Further, Respondent
11 acknowledges that the Board may use the evidence in its possession relating to this Consent
12 Agreement for purposes of determining sanctions in any further disciplinary matter.

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15 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

20 7. Respondent acknowledges and agrees that the acceptance of this Consent
21 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
22 other proceedings as may be appropriate now or in the future. Furthermore, and
23 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
24 preclude in any way any other state agency or officer or political subdivision of this state from

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1 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
2 in the future relating to this matter or other matters concerning Respondent, including but not
3 limited to violations of Arizona’s Consumer Fraud Act. Respondent acknowledges that, other
4 than with respect to the Board, this Consent Agreement makes no representations, implied or
5 otherwise, about the views or intended actions of any other state agency or officer or political
6 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

17 **FINDINGS OF FACT**

18 1. Respondent is the holder of License No. LMSW-19945 for the practice of social
19 work in the State of Arizona.

20 2. From 09/23 – 07/24, Respondent was employed with Agency 1 as a therapist
21 and provided contracted therapy services to Agency 2 clients.

22 3. In 07/24 and 08/24, the Board received two separate complaints with similar
23 allegations that Respondent had sent a picture of one client to another client.

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1 4. Another allegation within Complainant 1's complaint was that Respondent was
2 contacting the mother of an adult client without an appropriate release of information signed by
3 the client.

4 5. Client 1's therapy with Respondent focused on boundaries and past
5 relationships.

6 6. Client 2's therapy with Respondent focused on stress, relationships, and
7 struggles with developing relationships with females.

8 7. Undated screenshots of text messages between Respondent and Client 1
9 included the following:

10 a. After Client 1 texts Respondent to cancel their appointment, Respondent
11 responds that she will see Client 1 at their next session.

12 b. Shortly after, Respondent then sends Client 1 multiple pictures of Client 2
13 stating this was the guy Respondent mentioned to Client 1.

14 c. Respondent further texted that he was a federal official that Respondent
15 thinks is retired and is single.

16 d. It does not appear Client 1 responds to these texts with pictures attached.

17 e. Respondent then texts Client 1 again and asks if she received Client 2's
18 picture and uses Client 2's first name in this text.

19 f. Respondent also states that Client 2 is asking Respondent to send him
20 pictures of Client 1 if she is interested.

21 g. Client 1 responded "I am not."

22 8. Despite Respondent representing that both Client 1 and Client 2 had expressed
23 interest in dating, Respondent failed to document this specifically within either of their clinical
24 records.

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1 9. Respondent failed to document anywhere in either clinical records that she was
2 facilitating some sort of connection between two therapy clients.

3 10. Respondent did not consult with a supervisor or other professional regarding this
4 matter and did not document any sort of decision-making model regarding how she came up
5 with the conclusion to proceed with sharing pictures of a client with another client.

6 11. Even though Respondent represents she did not disclose any sort of PHI or tell
7 either client that the other person she was discussing was a client, Respondent used Client 2's
8 first name in a text and attempted to connect two therapy clients.

9 12. Not only is this outside of Respondent's role as a therapist, but Respondent is
10 trying to introduce two clients while the focus of each of their therapy was around relationships.

11 13. Respondent represents she did not perceive any risks by doing this and did not
12 consider how Client 1 and Client 2 could have easily found out that Respondent was their
13 individual therapist, creating an area for a conflict.

14 14. Respondent now acknowledges crossing a professional boundary and
15 represents she would never do anything like this again.

16 15. At the onset of Client 3's services, there was a demographic form within the
17 clinical records identifying Mother as Client 3's emergency contact.

18 16. Client 3's progress notes also listed Mother as his emergency contact.

19 17. Respondent represented that she would call Mother if their virtual session had
20 started and Client 3 was not on yet, and Mother would ensure Client 3 would log on for the
21 session.

22 18. Respondent involved Mother in one of Client 3's sessions and represented it was
23 at Client 3's request.

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1 19. Despite Respondent representing that it was upon Client 3's request,
2 Respondent failed to have anyone sign a collateral form or document what Mother's role in
3 Client 3's therapy would be.

4 20. Even though Mother was listed as Client 3's emergency contact, based on the
5 clinical records it is not apparent what the emergency was where Respondent would be
6 contacting Mother.

7 21. On 05/23/24, Respondent allowed Mother to participate in Client 3's session yet
8 there was not a signed release of information signed by Client 3 for Mother until 06/18/24.

9 22. Respondent feels by not sharing certain PHI that it would not be a direct breach
10 of confidentiality, but by sharing any client information with another party without proper
11 authorization to do so is in fact a breach of confidentiality.

12 23. Even though Respondent has taken several CEUs following the filing of this
13 complaint, Respondent is using these CEUs for her upcoming renewal application which
14 required her to complete at least 30 hours of CEUs per renewal.

15 **CONCLUSIONS OF LAW**

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

19 2. The conduct and circumstances described in the Findings of Fact constitute a
20 violation of A.R.S. § 32-3251(16)(t), disclosing a professional confidence or privileged
21 communication except as may otherwise be required by law or permitted by a legally written
22 release.

23 **ORDER NOT TO RENEW**

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

1 1. As of the effective date of the Consent Agreement, Respondent shall not practice
2 under their license.

3 2. Respondent's license, LMSW-19945 shall by rule, expire on 10/31/25.

4 3. Respondent agrees not to renew their license.


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

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

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

11 *Vivian E. Watters* Nov 19, 2024
12 Vivian E. Watters (Nov 19, 2024 14:26 MST)
Vivian E. Watters Date

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

14
15 By:  Dec 16, 2024
16 Tobi Zavala (Dec 16, 2024 06:21 MST)
TOBI ZAVALA, Executive Director Date
Arizona Board of Behavioral Health Examiners

17
18 **ORIGINAL** of the foregoing filed Dec 16, 2024
with:

19 Arizona Board of Behavioral Health Examiners
20 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

21 **EXECUTED COPY** of the foregoing sent electronically Dec 16, 2024
22 to:

23 Mona Baskin
Assistant Attorney General
24 2005 North Central Avenue
Phoenix, AZ 85004

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1 Vivian E. Watters
2 Address of Record
3 Respondent

4 Courtney Sullivan
5 8501 E. Princess Dr., #220
6 Scottsdale, AZ 85255
7 Attorney for Respondent

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