1	BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS							
2	In the Matter of:							
3 4	Karri R. Macri, LCSW-17640, Licensed Clinical Social Worker, In the State of Arizona.	CASE NO. 2023-0018  RELEASE FROM						
5	RESPONDENT	CONSENT AGREEMENT AND ORDER						
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7	The Board received a request from Re	espondent to release them from the terms an						
8	conditions of the Consent Agreement and Order dated May 17 <sup>th</sup> , 2023. After consideration, th							
9	Board voted to release Respondent from the terms and conditions of the Consent Agreemer							
10	and Order dated May 17 <sup>th</sup> , 2023.							
11	<u>OR</u>	<u>DER</u>						
12	GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:							
	Respondent is hereby released from all	terms and conditions of the Consent Agreemer						
13	and Order dated May 17 <sup>th</sup> , 2023.							
14	m,71	Sep 19, 2023						
15 16	By: TOBI ZAVALA, Executive Director Arizona Board of Behavioral Health Exa	Date						
17								
18	<b>ORIGINAL</b> of the foregoing filed Sep 19, 202 with:	23						
19 20	Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600							
21	Phoenix, AZ 85007  EXECUTED COPY of the foregoing sent electronically Sep 19, 2023							
22	to:							
23   24	Karri R. Macri Address of Record Respondent							
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# BEFORE THE ARIZONA BOARD OF BEHAVIORAL HEALTH EXAMINERS

#### In the Matter of:

Karri R. Macri, LCSW-17640, Licensed Clinical Social Worker, In the State of Arizona.

#### **RESPONDENT**

CASE NO. 2023-0018

CONSENT AGREEMENT

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), Karri R. Macri ("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:

- 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 their right to such formal hearing concerning these allegations and irrevocably waives their right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.
- Respondent has the right to consult with an attorney prior to entering into this Consent Agreement.

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- 4. Respondent acknowledges and agrees that upon signing this Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke their acceptance of this Consent Agreement or make any modifications to it. Any modification of this original document is ineffective and void unless mutually approved by the parties in writing.
- 5. The findings contained in the Findings of Fact portion of this Consent Agreement are conclusive evidence of the facts stated herein between only Respondent and the Board for the final disposition of this matter and may be used for purposes of determining sanctions in any future disciplinary matter.
- 6. This Consent Agreement is subject to the Board's approval, and will be effective only when the Board accepts it. In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this document or of any records relating thereto.
- Agreement is solely to settle this Board matter and does not preclude the Board from instituting other proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding any language in this Consent Agreement, this Consent Agreement does not preclude in any way any other state agency or officer or political subdivision of this state from instituting proceedings, investigating claims, or taking legal action as may be appropriate now or in the future relating to this matter or other matters concerning Respondent, including but not limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board, this Consent Agreement makes no representations, implied or

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

- 8. Respondent understands that once the Board approves and signs this Consent Agreement, it is a public record that may be publicly disseminated as a formal action of the Board, and that it shall be reported as required by law to the National Practitioner Data Bank.
- 9. Respondent further understands that any violation of this Consent Agreement constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in disciplinary action pursuant to A.R.S. § 32-3281.
- 10. The Board therefore retains jurisdiction over Respondent and may initiate disciplinary action against Respondent if it determines that they have failed to comply with the terms of this Consent Agreement or of the practice act.

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

### FINDINGS OF FACT

- Respondent is the holder of License No. LCSW-17640 for the practice of social worker in the State of Arizona.
- 2. From 03/21 03/22, Respondent treated Daughter and her treatment plan included goals around managing anxiety when away from Father.
- 3. From 09/21 03/22, Respondent treated Father and his treatment plan included goals around managing depression and ADHD and improve his spousal relationship.
- 4. From 08/21 03/22, Respondent treated Wife for bipolar and ADHD to help develop skills to use in daily life.
- 5. Despite Respondent documenting that all of Daughter's sessions were individual therapy, a number of sessions included participation with Wife and Father present without any sort of consent forms for family therapy or collateral forms identifying Wife and Father's role in Daughters therapy.

- 6. Roughly six months into the treatment of Daughter, Respondent began treating both Father and Wife individually.
- 7. At the onset of both Wife and Father's individual treatment, Respondent failed to document anywhere in the clinical record that she was actively treating Daughter and that there would be no conflict of interest by treating each individual family member after Wife and Father had been involved in Daughter's therapy.
- 8. Both Wife and Father discussed each other during their individual sessions with Respondent, causing concerns for a conflict of interest.
- According to the records, it appears Respondent was facilitating family therapy and individual therapy with Daughter while also facilitating individual therapy for both Wife and Father simultaneously.
- 10. Respondent contends that she verbally discussed the risk of the potential conflict of interest with all of the parties but acknowledges that these discussions were not appropriately documented in the clients' records.
- 11. Since the investigative interview with Board staff, Respondent provided a collateral form she plans to utilize moving forward when family members are involved in therapy.
- 12. On 01/03/22 Respondent wrote a letter on behalf of Daughter which included the following:
  - Respondent addressed the reason Daughter was brought to therapy by Father.
  - Father is patient, loving, and understanding and has good boundaries as a parent.
  - c. Consistent parenting and structure are very important for Daughter.
  - d. It is Respondent's clinical opinion that there be a parenting plan agreement that addresses activities, nighttime routines, consistent discipline or

redirection strategies, and positive conversations about the other pare	nt
when Daughter is present.	

- e. It is in the best interest of Daughter to have a positive and healthy relationship with both parents and both stepparents.
- 13. On 01/10/22, Respondent wrote a letter on behalf of Father which included the following:
  - a. Since 09/21, Father has been in counseling and meets the criteria for ADHD.
  - Respondent encouraged Father to check with his PCP or psychiatrist when she noticed symptoms early on.
  - c. Father has put in work in his therapy but these symptoms continue to affect his functioning in his home life, interpersonal relationships, and work environment.
  - 14. On 10/27/21, Respondent completed FMLA paperwork for Wife as follows:
    - a. Respondent listed her LCSW license under the medical specialty section.
    - b. Wife's condition will last four months beginning 10/15/21 in which Wife can expect to be incapacitated for more than 3 consecutive days.
    - c. Due to Wife's condition she will not be able to perform one or more of the essential job functions.
- 15. Respondent wrote a letter on behalf of Daughter offering an opinion regarding a parenting plan, which was inconsistent with Daughter's stated goals for therapy, when she in fact never had any contact with Complainant regarding parenting.
- 17. Board rules and statutes do not indicate a social worker has the ability to physically disable a person.
  - 18. During an investigative interview, Respondent represented the following:

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a.	Respondent	has	completed	FMLA	paperwork	for	roughly	5	clients	an
	thought she	vas a	ble to since	she wa	s treating th	e cli	ents.			

- b. Respondent has written about 20 letters for clients in her career if a client requests a letter, similar to the letters written for Daughter and Father.
- c. Respondent has completed about 5 ESA letters in her career.
- d. Respondent has written maybe 5 letters to the courts in her career.
- 19. Respondent extended her boundaries of competence by writing letters for clients offering varying opinions, when as a licensed therapist Respondent is supposed to treat, diagnose, and evaluate rather than provide opinions.
- 20. The consent for treatment documents for Daughter, Father, and Wife were missing Respondent's dated signature and a section for Respondent's dated signature.
  - 21. Daughter's treatment plan failed to include the following minimum requirements:
    - a. One or more treatment methods.
    - b. The client's legal representative's dated signature.
  - 22. Father's treatment plan failed to include the following minimum requirements:
    - a. The date when the treatment plan will be reviewed.
    - b. The client's dated signature.
  - 23. Wife's treatment plan failed to include the following minimum requirements:
    - a. The date when the treatment plan will be reviewed.
    - b. The client's dated signature.
- 24. During an investigative interview, Respondent represented she would obtain verbal consent on treatment plans and was not aware that informed consents needed to include her dated signature.

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#### **CONCLUSIONS OF LAW**

- 1. The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 *et seq.* and the rules promulgated by the Board relating to Respondent's professional practice as a licensed behavioral health professional.
- 2. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to recognized standards of ethics in the behavioral health profession or that constitutes a danger to the health, welfare or safety of a client, as it relates to NASW Code of Ethics:

## 1.06 (d) Conflicts of Interest:

When social workers provide services to two or more people who have a relationship with each other (for example, couples, family members), social workers should clarify with all parties which individuals will be considered clients and the nature of social workers' professional obligations to the various individuals who are receiving services. Social workers who anticipate a conflict of interest among the individuals receiving services or who anticipate having to perform in potentially conflicting roles (for example, when a social worker is asked to testify in a child custody dispute or divorce proceedings involving clients) should clarify their role with the parties involved and take appropriate action to minimize any conflict of interest.

3. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities that are not congruent with the licensee's professional education, training or experience.

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4. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as developed by the board as it relates to the following:

A.A.C. R4-6-1101. Consent for Treatment

A.A.C. R4-6-1102. Treatment Plan

#### <u>ORDER</u>

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

- Respondent's license, LCSW-17640, will be placed on probation for 12 months, effective from the date of entry as signed below.
- 2. Respondent shall not practice under their license, LCSW-17640, unless they are fully compliant with all terms and conditions in this Consent Agreement. If, for any reason, Respondent is unable to comply with the terms and conditions of this Consent Agreement, they shall immediately notify the Board in writing and shall not practice under their license until they submit a written request to the Board to re-commence compliance with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.
- 3. In the event that Respondent is unable to comply with the terms and conditions of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until such time as they are granted approval to re-commence compliance with the Consent Agreement.

#### Continuing Education

4. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock hours of continuing education addressing current Arizona documentation standards. All required

continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.

- 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock hours of continuing education addressing family dynamics/high conflict cases. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.
- 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock hours of continuing education addressing behavioral health ethics and boundaries. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.
- Respondent may submit continuing education completed since the complaint was filed for consideration of approval by the Board Chair or designee.

#### **GENERAL PROVISIONS**

#### **Provision of Clinical Supervision**

 Respondent shall not provide clinical supervision while subject to this Consent Agreement.

### **Civil Penalty**

- 9. Subject to the provisions set forth in paragraph 10, the Board imposes a civil penalty against the Respondent in the amount of \$1,000.00.
- 10. Respondent's payment of the civil penalty shall be stayed so long as Respondent remains compliant with the terms of this Consent Agreement. If Board staff determines that Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the

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exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall be automatically lifted and payment of the civil penalty shall be made by certified check or money order payable to the Board within 30 days after being notified in writing of the lifting of the stay.

- 11. Within 10 days of being notified of the lifting of the stay, Respondent may request that the matter be reviewed by the Board for the limited purpose of determining whether the automatic lifting of the stay was supported by clear and convincing evidence. If the Board receives the written request within 10 days or less of the next regularly scheduled Board meeting, the request will not be heard at that meeting, but will be heard at the next regularly scheduled Board meeting. The Board's decision on this matter shall not be subject to further review.
- 12. The Board reserves the right to take further disciplinary action against Respondent for noncompliance with this Consent Agreement after affording Respondent notice and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final and the period of probation shall be extended until the matter is final.
- 13. If Respondent currently sees clients in their own private practice, and obtains any other type of behavioral health position, either as an employee or independent contractor, where they provide behavioral health services to clients of another individual or agency, they shall comply with requirements set forth in paragraphs 14 through 16 below.
- 14. Within 10 days of the effective date of this Order, if Respondent is working in a position where Respondent provides any type of behavioral health related services or works in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee with a signed statement from

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Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days of the effective date, the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.

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

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copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days, as required, Respondent's failure to provide the required statement to the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.

- 17. Respondent shall practice behavioral health using the name under which they are licensed. If Respondent changes their name, they shall advise the Board of the name change as prescribed under the Board's regulations and rules.
- 18. Prior to the release of Respondent from probation, Respondent must submit a written request to the Board for release from the terms of this Consent Agreement at least 30 days prior to the date they would like to have this matter appear before the Board. Respondent may appear before the Board, either in person or telephonically. Respondent must provide evidence that they have successfully satisfied all terms and conditions in this Consent Agreement. The Board has the sole discretion to determine whether all terms and conditions of this Consent Agreement have been met and whether Respondent has adequately demonstrated that they have addressed the issues contained in this Consent Agreement. In the event that the Board determines that any or all terms and conditions of this Consent Agreement have not been met, the Board may conduct such further proceedings as it determines are appropriate to address those matters.
- Respondent shall bear all costs relating to probation terms required in this Consent Agreement.
- 20. Respondent shall be responsible for ensuring that all documentation required in this Consent Agreement is provided to the Board in a timely manner.
  - 21. This Consent Agreement shall be effective on the date of entry below.

1	22. This Consent Agreement is conclusive evidence of the matters described herein						
2	and may be considered by the Board in determining appropriate sanctions in the event a						
3	subsequent violation occurs.						
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5	PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT						
6	May 12, 2023  May 12, 2023						
7	Karri R. Macri Date						
8	BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT						
9	By: May 17, 2023						
10	TOBI ZAVALA, Executive Director Date						
11	Arizona Board of Behavioral Health Examiners						
12	ORIGINAL of the foregoing filed May 17, 2023						
13	ORIGINAL of the foregoing filed May 17, 2023 with:						
14	Arizona Board of Behavioral Health Examiners						
15	1740 West Adams Street, Suite 3600   Phoenix, AZ 85007						
16	<b>EXECUTED COPY</b> of the foregoing sent electronically May 17, 2023 to:						
17	Mona Baskin						
18	Assistant Attorney General 2005 North Central Avenue						
19	Phoenix, AZ 85004						
20	Karri R. Macri Address of Record						
21	Respondent						
22	Sara Stark						
23	Sara Stark Chelle Law 5425 E Bell Rd Ste 107 Scottsdale, AZ 85254						
24							
25	Attorney for Respondent						