

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

2 **In the Matter of:**

3 **Kariece A. Marchelli, LMSW-16402,**
4 **Licensed Masters Social Work,**
5 **In the State of Arizona.**
6 **RESPONDENT**

CASE NO. 2023-0028


RELEASE FROM
CONSENT AGREEMENT AND ORDER

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated April 20th, 2023. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated April 20th, 2023.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated April 20th, 2023.

15 By:  Aug 14, 2023
16 **TOBI ZAVALA, Executive Director** **Date**
Arizona Board of Behavioral Health Examiners

17 **ORIGINAL** of the foregoing filed Aug 14, 2023
18 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 Aug 14, 2023
22 to:

23 Kariece A. Marchelli
24 Address of Record
25 Respondent

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

3 **In the Matter of:**

4 **Kariece A. Marchelli, LMSW-16402,**
5 **Licensed Masters Social Work,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0028
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), Kariece A. Marchelli (“Respondent”) and the Board enter into this
12 Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as
13 a final 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. LMSW-16402 for the practice of
15 Counseling in the State of Arizona.

16 2. From 01/22 – 07/22, Respondent was employed at Agency as a therapist.

17 3. Upon Respondent's resignation, her email account was forwarded to
18 Complainant where it was observed Respondent sent a number of emails unencrypted including
19 one email sent to an unknown email address.

20 4. On 04/01/22, Respondent sent an email to an unknown Gmail email which
21 included Respondent's client list of 60 clients with every client's full name.

22 5. During an investigative interview, Respondent acknowledged sending her full
23 caseload of clients with their full names to her husband's email address.

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1 6. Respondent represented she did this because her work issued laptop was not
2 connecting to her printer, needed to print her caseload, and her husband’s computer was
3 unlocked.

4 7. Despite Respondent representing she immediately deleted the email from her
5 husband’s email, she sent client confidential in an unsecure manner to an unauthorized entity.

6 8. Furthermore, Respondent violated Agency’s HIPAA policy regarding sending
7 confidential information by sending at least 45 emails unencrypted.

8 **CONCLUSIONS OF LAW**

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

12 2. The conduct and circumstances described in the Findings of Fact constitute a
13 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
14 recognized standards of ethics in the behavioral health profession or that constitutes a danger
15 to the health, welfare or safety of a client, as it relates to the following sections of the NASW
16 Code of Ethics:

17 **1.07 (l) Privacy and Confidentiality**

18 Social workers should protect the confidentiality of clients’ written and electronic
19 records and other sensitive information. Social workers should take reasonable
20 steps to ensure that clients’ records are stored in a secure location and that
21 clients’ records are not available to others who are not authorized to have
22 access.

23 **1.07 (m) Privacy and Confidentiality**

24 Social workers should take reasonable steps to protect the confidentiality of
25 electronic communications, including information provided to clients or third

1 parties. Social workers should use applicable safeguards (such as encryption,
2 firewalls, and passwords) when using electronic communications such as e-mail,
3 online posts, online chat sessions, mobile communication, and text messages.

4 **ORDER**

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

7 1. Respondent's license, LMSW-16402, will be placed on probation for 12 months,
8 effective from the date of entry as signed below.

9 2. Respondent shall not practice under their license, LMSW-16402, unless they are
10 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
11 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
12 shall immediately notify the Board in writing and shall not practice under their license until they
13 submit a written request to the Board to re-commence compliance with this Consent
14 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

15 3. In the event that Respondent is unable to comply with the terms and conditions
16 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
17 such time as they are granted approval to re-commence compliance with the Consent
18 Agreement.

19 **Continuing Education**

20 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
21 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
22 hours of continuing education addressing professionalism. All required continuing education
23 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
24 submit a certificate of completion of the required continuing education.

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1 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
2 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
3 hours of continuing education in confidentiality. All required continuing education shall be pre-
4 approved by the Board Chair or designee. Upon completion, Respondent shall submit a
5 certificate of completion of the required continuing education.

6 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
7 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
8 hours of continuing education in privacy and security with use of electronics. All required
9 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
10 Respondent shall submit a certificate of completion of the required continuing education.

11 **Early Release**

12 7. After completion of the continuing education requirements set forth in this
13 Consent Agreement, Respondent may request early release from the Consent Agreement if all
14 other terms of the Consent Agreement have been met.

15 **GENERAL PROVISIONS**

16 **Provision of Clinical Supervision**

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

19 **Civil Penalty**

20 9. Subject to the provisions set forth in paragraph 10, the Board imposes a civil
21 penalty against the Respondent in the amount of \$1,000.00.

22 10. Respondent's payment of the civil penalty shall be stayed so long as Respondent
23 remains compliant with the terms of this Consent Agreement. If Board staff determines that
24 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the

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

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

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

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

21 14. Within 10 days of the effective date of this Order, if Respondent is working in a
22 position where Respondent provides any type of behavioral health related services or works in a
23 setting where any type of behavioral health, health care, or social services are provided,
24 Respondent shall provide the Board Chair or designee with a signed statement from

25 ...

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

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

15 16. If, during the period of Respondent's probation, Respondent changes
16 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
17 extended leave of absence for whatever reason that may impact their ability to timely comply
18 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
19 the Board of their change of employment status. After the change and within 10 days of
20 accepting employment in a position where Respondent provides any type of behavioral health
21 related services or in a setting where any type of behavioral health, health care, or social
22 services are provided, Respondent shall provide the Board Chair or designee a written
23 statement providing the contact information of their new employer(s) and a signed statement
24 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a

25 ...

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

5 17. Respondent shall practice behavioral health using the name under which they
6 are licensed. If Respondent changes their name, they shall advise the Board of the name
7 change as prescribed under the Board's regulations and rules.

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

19 19. Respondent shall bear all costs relating to probation terms required in this
20 Consent Agreement.

21 20. Respondent shall be responsible for ensuring that all documentation required in
22 this Consent Agreement is provided to the Board in a timely manner.

23 21. This Consent Agreement shall be effective on the date of entry below.

24 ...


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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.

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

5 
Kariiece Marchelli (Apr 20, 2023 09:02 PDT) Apr 20, 2023
6 Kariiece A. Marchelli Date

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

8 By:  Apr 20, 2023
9 TOBI ZAVALA, Executive Director Date
10 Arizona Board of Behavioral Health Examiners

11 **ORIGINAL** of the foregoing filed Apr 20, 2023
12 with:

13 Arizona Board of Behavioral Health Examiners
14 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

15 **EXECUTED COPY** of the foregoing sent electronically Apr 20, 2023
16 to:

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

19 Kariiece A. Marchelli
Address of Record
20 Respondent

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