

Terms of the consent agreement
complete as of March 31, 2012

**CONSENT AGREEMENT
BETWEEN
KELLI JO MARQUETTE
AND THE**

CSWMFTB

2009 FEB 25 P 1:26

**STATE OF OHIO COUNSELOR, SOCIAL WORKER AND MARRIAGE AND
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between KELLI JO MARQUETTE, hereinafter, "**MARQUETTE**," and the STATE OF OHIO COUNSELOR, SOCIAL WORKER AND MARRIAGE AND FAMILY THERAPIST BOARD, hereinafter "**BOARD**," the state agency charged with enforcing Chapter 4757 of the Ohio Revised Code and all rules promulgated therein.

MARQUETTE hereby acknowledges that she has read and understands this CONSENT AGREEMENT and has voluntarily entered into it without threat or promise by the **BOARD** or any of its members, employees or agents.

MARQUETTE is fully aware of her rights, including her right to be advised by counsel and her right to a hearing pursuant to Chapter 119 of the Ohio Revised Code on the issues which are the subject of this CONSENT AGREEMENT. Should **MARQUETTE** fail to comply with any provisions of this CONSENT AGREEMENT, **MARQUETTE** knowingly waives her rights under ORC Chapter 119 with respect to the claims in this agreement.

This CONSENT AGREEMENT contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this CONSENT AGREEMENT.

This CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

1. **MARQUETTE** is a professional clinical counselor (E.0007823) licensed in the State of Ohio, and is subject to the laws and rules of Ohio regulating the practice of counseling as outlined in Ohio Revised Code Chapter 4757 and Ohio Administrative Code Chapter 4757. **MARQUETTE** received her professional clinical counselor license on July 22, 2005.
2. After, **MARQUETTE** was employed by Harbor Behavioral Healthcare, Toledo Ohio. **MARQUETTE** blurred her professional boundaries by creating a multiple relationship with an ex-client, which might have impaired **MARQUETTE'S** professional judgment by allowing the ex-client access to her home security code, the use of her laundry facility, and including the ex-client in social events. This inappropriate conduct constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-03(A) 1 thru 5 and 4757-5-03 (B) and 4757-11-01(C)(19).

3. After **MARQUETTE** was employed by Harbor Behavioral Healthcare, Toledo, she blurred her professional boundaries by allowing the ex-client to assist her in moving furniture. This inappropriate conduct constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-03(A)(1) and (3).
4. **MARQUETTE ADMITS** the allegations referenced in paragraph 2 and 3 above.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal disciplinary proceedings, **MARQUETTE** knowingly and voluntarily agrees with the **BOARD** to the following terms and conditions:

1. **MARQUETTE** must receive mental health counseling from a **BOARD** pre-approved mental health practitioner for 18 months. All costs associated with this counseling are at **MARQUETTE'S** expense. **MARQUETTE** must submit the name, contact information, and professional resume or vitae to the **BOARD'S** Deputy Director no later than March 31, 2009, to obtain pre-approval. Once approved, the mental health practitioner with provide the **BOARD** with quarterly reports entailing issues discussed in counseling, professional ethics, boundaries and responsibilities, and other issues the mental health practitioner deems appropriate. The first quarterly report is due to the **BOARD** offices by June 18, 2009. At the end of the 18 month mandated counseling, the mental health practitioner shall provide the **BOARD** with a report encompassing the 18 months of mental health counseling including areas of improvement, areas of concern (if any) and if in the mental health practitioner's professional opinion, **MARQUETTE** is able to function properly as a professional clinical counselor.
2. If **MARQUETTE** should return to practicing professional counseling, outside of an educational setting, within a three (3) year period or before March 2012, **MARQUETTE** must be supervised in all aspects of her practice of counseling and receive face-to-face supervision one hour every two weeks for a one (1) year period. **MARQUETTE'S** supervisor must be pre-approved by the **BOARD** and should not have a prior relationship with **MARQUETTE**. If a previous relationship exists, **MARQUETTE** must provide full disclosure of such a relationship in the request for supervisor approval. All cost associated with supervision will be at **MARQUETTE'S** expense. The request for supervisor approval must be made in writing, include a copy of the supervisor's vita and be submitted no later than two weeks after the signing of this consent agreement. Supervision should focus on, but not be limited to, ethical decision making, multiple relationships and standards of care. Supervision should be considered training in nature and should not be limited to simply approving and denying case plans. **MARQUETTE'S** supervisor must submit quarterly reports to the **BOARD** for the entire one year period detailing topics discussed during supervision sessions, areas of concern, areas of improvement

and make a recommendation with regards to **MARQUETTE'S** suitability to practice. However, if **MARQUETTE'S** supervisor is concerned with **MARQUETTE'S** practice at any time during the probationary period the **BOARD** should be notified immediately. It is **MARQUETTE'S** responsibility to ensure that the **BOARD** receives all supervisory reports.

It is hereby agreed by and between both parties that this **CONSENT AGREEMENT** hereby settles all issues concerning this matter.

By her signature on this **CONSENT AGREEMENT**, **MARQUETTE** acknowledges that in the event the **BOARD**, in its discretion, does not approve this **CONSENT AGREEMENT**, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. **MARQUETTE** agrees that should the **BOARD** reject this **CONSENT AGREEMENT** and if this case proceeds to hearing, she will assert no claim that the **BOARD** was prejudiced by its review and discussion of this **CONSENT AGREEMENT** or of any information relating thereto.

MARQUETTE hereby releases the members of the **BOARD**, its officers and employees, jointly and severally, from any and all liability arising from the matter within.

This **CONSENT AGREEMENT** shall be considered a public record as that term is used in Section 149.43 of the Ohio Revised Code. Pursuant to 42 USC Section 132a-73(b), 5 USC Section 552a, 45 CFR part 61 and Ohio Revised Code Section 2301.373(E), the **BOARD** may be required to provide **MARQUETTE'S** social security number to requesting governmental agencies.

The **BOARD** shall incorporate this **CONSENT AGREEMENT** into a formal journal entry at its March 19, 2009, meeting.

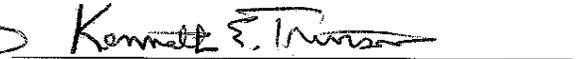
Consent Agreement between KELLI JO MARQUETTE and the State of Ohio Counselor, Social Worker and Marriage and Family Therapist Board

This CONSENT AGREEMENT shall take effect upon the date of the last signature below:

THE OHIO COUNSELOR,
SOCIAL WORKER AND MARRIAGE AND
FAMILY THERAPIST BOARD


KELLI JO MARQUETTE, PCC

2/27/09
Date


Kenneth E. Trivison, IMFT, PCC
Chair, Counselor, Social Worker and Marriage and
Family Therapist Board

3/19/09
Date


Melissa L. Wilburn, Esq.
Assistant Attorney General
Counselor, Social Worker and Marriage and Family
Therapist Board

3-19-09
Date