

IN THE SPRING OF 2006, WHILE EMPLOYED AT COMPDRUG, COLUMBUS, OH, CARTER FELL SEVERAL MONTHS BEHIND IN KEEPING ACCURATE CLIENT RECORDS IN VIOLATION OF ORC 4757.36(A)(1) AND OAC 4757-5-01 (I) (2). IN 2003, CARTER, WHILE EMPLOYED AT COMPDRUG, BLURRED HER PROFESSIONAL BOUNDARIES WITH A CLIENT BY LOANING THE CLIENT MONEY, GIVING HIM FOOD, AND OCCASIONALLY PROVIDING HIM TRANSPORTATION, WHICH WAS OUTSIDE OF HER PROFESSIONAL DUTIES IN VIOLATION OF ORC 4757.36 (A) (1) AND OAC 4757-5-01 (C)(1) The terms of Ms. Carter's consent agreement are complete as of 10/6/2008

**CONSENT AGREEMENT  
BETWEEN  
HEIDI CARTER  
AND THE**

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

This CONSENT AGREEMENT is entered into by and between HEIDI CARTER, hereinafter, "**CARTER**," and the STATE OF OHIO COUNSELOR, SOCIAL WORKER, 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.

**CARTER** 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.

**CARTER** 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 **CARTER** fail to comply with any provisions of this CONSENT AGREEMENT, **CARTER** knowingly waives her rights under ORC Chapter 119.

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. **CARTER** is a professional clinical counselor (E-0002507) with the supervision credential, licensed to practice counseling 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. **CARTER** received her professional clinical counselor license on September 19, 1997.
2. In the Spring of 2006, while employed at CompDrug, Columbus, Ohio, **CARTER** fell several months behind in keeping accurate client records. Failure to maintain timely and accurate documentation may compromise continuity of care for a client. **CARTER'S** actions constitute a violation of Ohio Revised Code Section 4757.36(A)(1) and

Ohio Administrative Code Section 4757-5-01(I)(2).

3. In 2003, **CARTER**, while employed at CompDrug, Columbus, Ohio, blurred her professional boundaries with a client by loaning the client money, giving him food, and occasionally providing him with transportation, which was outside of her professional duties. **CARTER'S** actions constitute a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(C)(1).
4. **CARTER ADMITS** the allegations referenced in paragraphs 2-3 above.

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

1. **CARTER'S** license to practice counseling is hereby **REPRIMANDED**.
2. **CARTER** must receive face-to face supervision, by an individual pre-approved by the Board, one-hour every week for a period of 2 years. The 2-year supervision period will not begin until **CARTER'S** supervisor is approved in writing by the **BOARD'S** Deputy Director or his designee. Supervision should focus on, but not limited to, **CARTER'S** role in professional relationships, ethical decision-making, and proper record keeping. **CARTER'S** supervisor is required to submit a report to the Board, quarterly, detailing topics discussed during supervision sessions, areas of concern, and areas for improvement. At the end of the 2-year supervised period, **CARTER'S** supervisor will make a final report encompassing the 2 years of supervision. If **CARTER'S** supervisor is concerned with **CARTER'S** practice at any time the Board should be notified immediately. It is **CARTER'S** responsibility to ensure that the Board receives the supervisor's reports. All costs, if any, associated with the supervision are at the expense of **CARTER**.
3. During the 2-year period that **CARTER** is under mandatory supervision, her counselor supervision credential is suspended. Once **CARTER'S** mandated supervision is completed, she may re-apply for the supervision credential.
4. **CARTER** must take six (6) hours of continuing counseling education in the area of professional ethics. These hours must be pre-approved in writing by the Board's Deputy Director or his designee. After **CARTER** completes these hours, she must submit a copy of her attendance certificate(s) to verify her attendance for these hours. These hours must be completed and verification submitted no later than December 31, 2007. The credit earned from these hours may not be used toward the thirty (30) hours of continuing education required for license renewal. All costs associated with the continuing education

hours are at the expense of **CARTER**.

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**, **CARTER** 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. **CARTER** 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.

**CARTER** 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 3123.41 et seq. the **BOARD** may be required to provide **CARTER'S** social security number to requesting governmental agencies.

The **BOARD** shall incorporate this **CONSENT AGREEMENT** into a formal journal entry at its September 22, 2006, meeting.

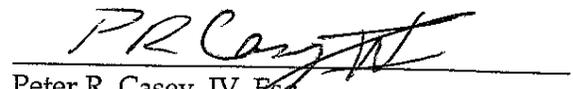
This **CONSENT AGREEMENT** shall take effect upon the date of the Board Chair's signature below:

  
Heidi Carter, PCC

8/7/06  
Date

  
Theresa Cluse-Tolar, PCC  
Chair, Counselor, Social Worker, Marriage and  
Family Therapist Board

9-22-06  
Date

  
Peter R. Casey, IV, Esq.  
Assistant Attorney General  
Counselor, Social Worker, Marriage and Family  
Therapist Board

9/22/06  
Date