

**CONSENT AGREEMENT  
BETWEEN  
ANN MARIE PETRICCA  
AND THE  
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND  
FAMILY THERAPIST BOARD**

CSWMFTB  
2016 AUG 30 A 10:30

This CONSENT AGREEMENT is entered into by and between ANN MARIE PETRICCA, hereinafter, "PETRICCA," 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.

PETRICCA 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.

PETRICCA 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.

This CONSENT AGREEMENT contains the entire agreement between the parties, based on the Board's investigation, 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. PETRICCA is a professional clinical counselor (E.1100475) 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. PETRICCA received her professional clinical counselor license on April 6, 2016.
2. At the end of November/beginning of December 2015, while PETRICCA was employed as a licensed professional counselor (LPC), at an agency in Brook Park, Ohio, she stole medication from a locked cabinet in the agency belonging to a client for her own use.
3. PETRICCA admits the statements referenced in paragraph 2 above.

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

1. **PETRICCA'S** license to practice counseling is Reprimanded and is restricted as described hereafter.

2. **PETRICCA** must comply with all requirements of the Cuyahoga County court and probation departments including any community service, drug testing, and mandated counseling. **PETRICCA** agrees to sign any releases to governmental agencies and mental health providers so that the Board can ascertain compliance and fitness to practice by obtaining records or talking directly to individuals.

3. **PETRICCA** must be supervised in all aspects of her counseling practice and receive face to face supervision at the rate of one hour every 20 hours worked, based on a 40 hour work week, for a two-year period. If **PETRICCA** is not working full time, this supervision requirement will be extended indefinitely until **PETRICCA** completes the equivalent of two years of full time employment. **PETRICCA'S** supervisor must be pre-approved by the Board and should not have a prior relationship with **PETRICCA**. **PETRICCA'S** supervisor must be an on-site supervisor at the agency where **PETRICCA** is employed. All costs, if any, associated with the supervision are at **PETRICCA'S** expense. The request for supervisor approval must be made in writing and include a copy of the supervisor's *curriculum vitae*. **PETRICCA** may not start any employment as an LPCC until this supervision requirement is in place. Supervision should focus on, but not limited to, ethical decision making, personal accountability, record keeping, professional boundaries and treatment issues.

Supervision should be considered training in nature and should not be limited to simply approving or denying case plans. **PETRICCA'S** supervisor must submit reports every other month to the **BOARD** for the entire supervision period detailing topics discussed in supervision sessions, areas of concern, and areas of improvement and make a recommendation with regards to **PETRICCA'S** suitability to practice.

It is **PETRICCA'S** responsibility to ensure that the **BOARD** receives all supervision reports. If at any time **PETRICCA'S** supervisor believes that **PETRICCA'S** ability to practice as professional counselor is compromised, she/he must report this to the **BOARD** immediately. **PETRICCA'S** failure to obtain the mandatory supervision at the required rate shall be considered non-compliant with this requirement.

4. **PETRICCA** is prohibited from being in private practice indefinitely. Before the Board will consider lifting this restriction, the requirements of paragraph 3 above must be fully completed.

5. **PETRICCA** acknowledges that any future substantiated issues involving misuse of substances will result in further disciplinary action by the Board.

6. **PETRICCA** must take, at her expense, the on-line continuing education course entitled "Ethics and Risk Management" offered by Heisel and Associates, [www.heiselandassoc.com/home-studies](http://www.heiselandassoc.com/home-studies) **PETRICCA** will have until January 31, 2017, to complete this requirement. The hours earned from this training may not be used to renew her LPCC in the future. Upon completion of this requirement, **PETRICCA** will

provide the Board with a certificate of completion. **PETRICCA** may take a different course of a similar nature in lieu of this stated course but this would have to be pre-approved in writing in advance by the Board's investigation department.

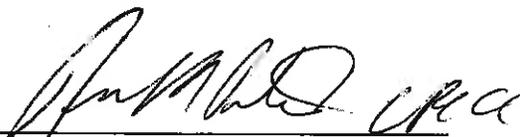
It is hereby agreed by and between both parties that this CONSENT AGREEMENT hereby settles all issues concerning this matter.

By her signature on this CONSENT AGREEMENT, **PETRICCA** 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. **PETRICCA** 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.

**PETRICCA** 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. All parties to this Consent Agreement understand that this information will be sent to the United States Department of Health and Human Services' National Practitioner Data Bank (NPDB), pursuant to Title IV of Public Law 99-660, the Healthcare Quality Improvement Act of 1986, as amended; Section 1921 of the Social Security Act; and Section 1128E of the Social Security Act, as amended by Section 221(a) of the Health Insurance Portability and Accountability Act of 1996. The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its Sept 2016, meeting.

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

  
\_\_\_\_\_  
Ann Marie Petricca, LPCC

  
\_\_\_\_\_  
for Matthew Paylo, Ph.D., LPCC-S  
Chair, Counselor, Social Worker, Marriage and  
Family Therapist Board