

**CONSENT AGREEMENT  
BETWEEN  
KAREN L. MCGRATH  
AND THE  
STATE OF OHIO COUNSELOR, SOCIAL WORKER AND MARRIAGE AND  
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between KAREN L. MCGRATH, hereinafter, "**MCGRATH**," 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.

**MCGRATH** 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.

**MCGRATH** 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 **MCGRATH** fail to comply with any provisions of this CONSENT AGREEMENT, **MCGRATH** 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. **MCGRATH** is a social worker (S-26474) licensed to practice social work in the State of Ohio, and is subject to the laws and rules of Ohio regulating the practice of social work as outlined in Ohio Revised Code Chapter 4757 and Ohio Administrative Code Chapter 4757. **MCGRATH** received her social work license on May 21, 1999.
2. **MCGRATH** is employed at Mental Health Recovery Center of Clinton County, Inc. On January 10, 2002, **MCGRATH** performed a diagnostic assessment concerning minor child client #1, without appropriate supervision, outside of the scope of practice for a social worker. Namely, the original assessment was not signed by her supervisor until nearly two years after the assessment was performed. Practicing outside of the scope of practice and failure to maintain appropriate standards of care constitute a violation of Ohio Revised Code Sections 4757.36(A)(1) and (9) and Ohio Administrative Code Sections 4757-5-01(B)(b) and 4757-11-01(9) and (18).
3. **MCGRATH** represented that she specialized in play therapy, however, she has not demonstrated to the **BOARD** evidence of this competency

area. Misrepresenting directly, indirectly or by implication one's competency constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01 (B)(1)(a).

4. **MCGRATH**, while providing services to client #1 and family members, created a multiple relationship by not clarifying with all parties the nature of the licensee's professional obligations to the various individuals who were receiving services. **MCGRATH** created a conflict of interest by counseling client #1 and then undertaking the role of expert witness in a custody dispute. Such conduct constitutes a violation of Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01 (C)(5).
5. **MCGRATH ADMITS** the allegations referenced in paragraphs 2 - 4 above.

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

1. **MCGRATH** will cease the practice of play therapy until she provides sufficient evidence to the **BOARD** demonstrating that she is qualified to provide such services.
2. **MCGRATH** will transfer the case of client #1, under supervision, to another clinician and cease all further contact with this client and their family. The transfer shall take place no less than 6 weeks from the date of this consent agreement.
3. **MCGRATH** will be on probation for a period of 2 years. During the 2-year probationary period **MCGRATH** must be supervised in all aspects of her practice of social work and receive face-to-face supervision one hour every two weeks. **MCGRATH'S** supervisor must be pre-approved by the **BOARD** and should not have a prior relationship with **MCGRATH**. If a previous relationship exists, **MCGRATH** must provide full disclosure of such a relationship in the request for supervisor approval. All cost associated with supervision will be at **MCGRATH'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, multiple relationships with clients, accurate and timely record keeping, conflicting roles, therapeutic techniques and diagnostic assessments. Supervision should be considered training in nature and should not be limited to simply approving and denying case plans. **MCGRATH'S** supervisor must submit quarterly reports to the **BOARD** for the entire two year period detailing topics discussed during supervision sessions, areas of concern, areas of improvement and make a recommendation with regards to **MCGRATH'S** suitability to practice. However, if **MCGRATH'S** supervisor is concerned with **MCGRATH'S** practice at any time during the probationary period the **BOARD** should be notified immediately. It is **MCGRATH'S** responsibility to ensure that the **BOARD** receives all supervisory reports.

4. **MCGRATH** is required to complete and pass a college or university course in social work ethics, at her expense. The course must be pre-approved by the **BOARD**. **MCGRATH** must contact the **BOARD'S** investigative unit to seek pre-approval. The course must be completed by September 2006.

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**, **MCGRATH** 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. **MCGRATH** 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.

**MCGRATH** 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 **MCGRATH'S** social security number to requesting governmental agencies.

The **BOARD** shall incorporate this **CONSENT AGREEMENT** into a formal journal entry at its September 17, 2004 meeting.

Consent Agreement between Karen L. McGrath and the State of Ohio Counselor, Social Worker and Marriage and Family Therapist Board

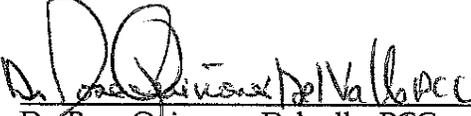
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This CONSENT AGREEMENT shall take effect upon the date of the last signature below:

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

  
\_\_\_\_\_  
Karen L. McGrath, SW

8.13.04  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dr. Rose Quinones-Delvalle, PCC  
Chair, Counselor, Social Worker and Marriage and Family Therapist Board

9-11-04  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Juliane E. Barone, Esq.  
Assistant Attorney General  
Counselor, Social Worker and Marriage and Family Therapist Board

9-17-04  
\_\_\_\_\_  
Date