

Ms. Skunta completed the terms
of her consent agreement
on 12/14/2017

**CONSENT AGREEMENT
BETWEEN
LYNN SKUNTA
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKERS, MARRIAGE AND
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between **LYNN SKUNTA**, hereinafter, "**SKUNTA**" 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 herein.

SKUNTA 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. **SKUNTA** 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, 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 allegations:

1. **SKUNTA** is a professional clinical counselor (E-0001242-S) 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 Section 4757 and Ohio Administrative Code Chapter 4757. **SKUNTA** received her clinical counselor license on November 18, 1989.
2. **SKUNTA** provided treatment to a client from approximately February 2000 through May 2012, while at a private practice in North Olmsted. She contacted the client's family members on multiple occasions without a signed release of information authorization from the client. This action constitutes a violation of O.R.C. 4757.36(C)(1), and O.A.C. 4757-5-02(D)(1).

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3. During the course of treatment **SKUNTA**: loaned the client money to pay her rent/mortgage, cleaned the client's house, agreed to be used as a personal reference for employment applications, accepted gifts of clothing from the client to be donated, bought the client groceries, and agreed to hold the client's medications. These actions constitute violations of O.R.C. 4757.36(C)(1), and O.A.C. 4757-5-03(A), (A)(1) and (4)(b) and (d).
4. During the course of treatment **SKUNTA** did not maintain an individual service plan, obtain appropriate releases, and case notes were non-legible compromising continuity of care. These actions constitute violations of O.R.C. 4757.36(C)(1), and O.A.C. 4757-5-09 (A), (B), and (C).
5. **SKUNTA** denies the allegations in paragraphs 2, 3, and 4.

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

1. **SKUNTA** agrees to employ a Quality Assurance Specialist to review her record keeping protocol, forms, consents and authorizations to ensure that **SKUNTA's** record keeping and forms used with respect to client notes, authorizations, consents, care plans, and treatment meet the current standards of the **BOARD**. **SKUNTA** will complete this on or before March 31, 2015; and,
2. **SKUNTA** agrees to attend an additional ten (10) hours above the annual requirement of continuing education in the area of ethics and standards for the next two license renewal cycles. **SKUNTA** will complete the first ten hours on or before November 18, 2015, and the next ten hours on or before November 18, 2017.

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, **SKUNTA** acknowledges that in the event the **BOARD**, in its discretion, does not approve this

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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. **SKUNTA** agrees that should the **BOARD** reject this CONSENT AGREEMENT; and if this case proceeds to hearing, she will asset no claim that the **BOARD** was prejudiced by its review and discussion of this CONSENT AGREEMENT or of any information relating thereto.

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

The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal Entry at its March 20, 2015, meeting.


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



Lynn Skunta, LPCC-S

3/3/2015


Date



Colin P. Sammon
Attorney for Ms. Skunta

3-16-15


Date



Steven Polovick, LSW, LPC-MS
Chair, Counselor, Social Worker,
Marriage and Family Therapist
Board

3-19-15

Date



Melissa L. Wilburn, AAG
Attorney for the Board

3-19-2015

Date