

**AMENDED CONSENT AGREEMENT  
BETWEEN  
KIM L. MELLON  
AND THE  
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND  
FAMILY THERAPIST BOARD**

REC'D CSWFT BOARD  
JAN 19 '18 AM 10:33

This AMENDED CONSENT AGREEMENT is entered into by and between KIM L. MELLON, hereinafter, "**MELLON**," 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.

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

**MELLON** is fully aware of his rights, including his right to be advised by counsel and his right to a hearing pursuant to Chapter 119 of the Ohio Revised Code on the issues which are the subject of this AMENDED CONSENT AGREEMENT.

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

1. **MELLON** is a licensed independent social worker (I.0008391) 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. **MELLON** received his independent social work license on November 20, 1998.
2. On September 22, 2017, **MELLON** entered into a Consent Agreement with the **BOARD** where his license would be suspended and he would be required to obtain mental health counseling. **MELLON** has chosen not to complete the terms of this consent agreement and wishes to surrender his license in lieu of compliance.
3. **MELLON** 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, **MELLON** knowingly and voluntarily agrees with the **BOARD** to the following terms and conditions:

The **BOARD** will allow **MELLON** to surrender his independent social work license (I.0008391) in lieu of other potential disciplinary action. This surrender is permanent and precludes **MELLON** from applying for a counselor, social worker or MFT license in Ohio in the future.

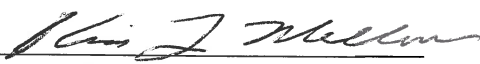
It is hereby agreed by and between both parties that this AMENDED CONSENT AGREEMENT hereby settles all issues concerning this matter.

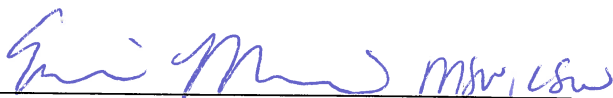
By his signature on this AMENDED CONSENT AGREEMENT, **MELLON** acknowledges that in the event the **BOARD**, in its discretion, does not approve this AMENDED CONSENT AGREEMENT, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary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

**MELLON** 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 AMENDED 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 AMENDED CONSENT AGREEMENT into a formal journal entry at its January 2018, meeting.

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

  
\_\_\_\_\_  
Kim L. Mellon

  
\_\_\_\_\_  
Erin Michel, MSW, LSW  
Chair, Counselor, Social Worker, Marriage and Family Therapist Board

1/16/18  
\_\_\_\_\_  
Date

1/19/18  
\_\_\_\_\_  
Date

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

REC'D CSW/FT BOARD  
JUL 25 '17 AM 10:08

This CONSENT AGREEMENT is entered into by and between KIM L. MELLON, hereinafter, "**MELLON**," 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.

**MELLON** hereby acknowledges that he 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.

**MELLON** is fully aware of his rights, including his right to be advised by counsel and his 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. **MELLON** is a licensed independent social worker (I.0008391) licensed to practice social work 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. **MELLON** received his independent social work license on November 20, 1998.
2. In 2017, while employed as a social worker at a governmental installation, **MELLON** came to work intoxicated. He was put on a last chance agreement with his employer, and the Board let him know that any future issues with alcohol would likely lead to a formal sanction. In May 2017, a few of **MELLON'S** co-workers believed that **MELLON** had come to work and was impaired. A BAT was done and **MELLON** was found to have alcohol in his system. **MELLON** was allowed to resign his employment.
3. **MELLON** 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, **MELLON** knowingly and voluntarily agrees with the **BOARD** to the following terms and conditions:

1. **MELLON'S** license to practice as an independent social worker (I.0008391) is suspended from September 22, 2017, through September 22, 2019. **MELLON** will ensure all existing clients are referred to other mental health professionals. **MELLON** must continue to renew his LISW during his period of suspension if he wants to return to work after his suspension is lifted.
2. **MELLON** must receive personal counseling from a **BOARD** pre-approved mental health practitioner for a period of eighteen (18) months. **MELLON** is required to meet with this mental health practitioner for a minimum of two (2) one hour sessions a month. All costs associated with this counseling are at **MELLON'S** expense. **MELLON** must submit the name, contact information, and professional resume or vitae to the **BOARD'S** Deputy Director no later than one December 1, 2017, to obtain pre-approval. Once approved, the practitioner will provide the **BOARD** with quarterly reports detailing issues discussed in counseling and other issues the practitioner deems appropriate. At the end of the eighteen month mandated counseling period, the practitioner shall provide the **BOARD** with a report encompassing the overall counseling period. It is **MELLON'S** responsibility to ensure the Board obtains the reports in a timely manner.
3. Should **MELLON** not fully comply with all requirements of this CONSENT AGREEMENT, the **BOARD** will initiate further and likely more severe penalties.

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

By his signature on this CONSENT AGREEMENT, **MELLON** 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. **MELLON** agrees that should the **BOARD** reject this CONSENT AGREEMENT and if this case proceeds to hearing, he will assert no claim that the **BOARD** was prejudiced by its review and discussion of this CONSENT AGREEMENT or of any information relating thereto.

**MELLON** 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 September 2017, meeting.

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

  
LISW-S

Kim L. Mellon, LISW-S

  
Lsw

Erin Mickel, LSW  
Chair, Counselor, Social Worker, Marriage and Family Therapist Board

7/23/2017

Date

September 22, 2017

Date