

**CONSENT AGREEMENT
BETWEEN
MAKENZIE RICKER
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between **MAKENZIE RICKER**, hereinafter, "**RICKER**" 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.

RICKER 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. **RICKER** 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 stipulations and, understandings:

1. **RICKER** is a social worker (S.1502582) 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 Section 4757 and Ohio Administrative Code Chapter 4757. **RICKER** received her social worker license on December 8, 2015.
2. **RICKER** violated professional boundaries, beginning in October 2018; by entering into a sexual relationship with a former client. This action constitutes violations of O.R.C. 4757.36 (C) (1), O.A.C. 4757-5-03 (C).
3. **RICKER ADMITS** the allegations referenced in paragraphs 2.

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

1. **RICKER'S** social worker license (S.1502582) is hereby **SUSPENDED** for two (2) years beginning March, 22, 2019.
2. When the suspension is lifted, **RICKER** must be supervised in all aspects of her practice of social work and receive face-to-face supervision at the rate of one hour per every forty hours of work for a one (1) year period. **RICKER'S** supervisor must be pre-approved by the **BOARD**, hold an independent level license with the supervision designation and should not have a prior relationship with **RICKER**. If a previous relationship exists, **RICKER** must provide full disclosure of such a relationship in the request for supervisor approval. All cost associated with supervision will be at **RICKER'S** expense. The request for supervisor approval must be made in writing include a copy of the supervisor's vita. Supervision should focus on, but not be limited to, ethical decision making, confidentiality, multiple relationships, professional boundaries and standards of care. Supervision should be considered training in nature and should not be limited to simply approving and denying case plans. **RICKER'S** supervisor must submit quarterly reports to the **BOARD** for the entire period detailing topics discussed during supervision sessions, areas of concern, areas of improvement and make a recommendation with regards to **RICKER'S** suitability to practice. However, if **RICKER'S** monitor is concerned with **RICKER'S** practice at any time during the probationary period the **BOARD** should be notified immediately. It is **RICKER'S** responsibility to ensure that the **BOARD** receives all monitoring reports
3. During the period of suspension, **RICKER** must receive personal counseling from a **BOARD** pre-approved practitioner for two (2) years. All costs associated with this counseling are at **RICKER'S** expense. **RICKER** must submit the name, contact information, and professional resume or vitae to the **BOARD'S** Deputy Director no later than May 15, 2019, to obtain pre-approval. Once approved, the practitioner will provide the **BOARD** with quarterly reports detailing issues discussed in counseling, professional ethics, boundaries and responsibilities, and other issues the practitioner deems appropriate. At the end of the two (2) year mandated counseling, the practitioner shall provide the **BOARD** with a report encompassing the overall counseling period. It is **RICKER'S** responsibility to ensure the **BOARD** receives the reports in a timely manner.

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, **RICKER** 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. **RICKER** 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

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review and discussion of this CONSENT AGREEMENT or of any information relating thereto.

RICKER 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 March 2019, meeting.

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

Makenzie Ricker
Makenzie Ricker, LSW

3/20/19
Date

Margaret Knerr, LIMFT-S
Margaret A. Knerr, LIMFT-S
Chair, Counselor, Social Worker,
Marriage and Family Therapist Board

3/22/19
Date