

CSWMFTB

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**AMENDED CONSENT AGREEMENT
BETWEEN
MARY MIGRA
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND
FAMILY THERAPIST BOARD**

This AMENDED CONSENT AGREEMENT is entered into by and between MARY MIGRA, hereinafter, "**MIGRA**," 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.

MIGRA hereby acknowledges that she 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.

MIGRA is fully aware of her rights, including her right to be advised by counsel. Should **MIGRA** fail to comply with any provisions of this AMENDED CONSENT AGREEMENT, **MIGRA** knowingly waives her rights under ORC Chapter 119.

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

1. **MIGRA** entered into a consent agreement with the **Board** on July 21, 2006. The stipulations, admissions and understandings contained in the July 21, 2006, Consent Agreement are incorporated by reference into this amended consent agreement.
2. **MIGRA** concurs with the statement in paragraph 1 above.

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

1. **MIGRA** agrees to comply with the inactive probation and graduate level ethics class requirements set out in the July 21, 2006, consent agreement.
2. The supervision requirement set out in the July 21, 2006, consent

agreement is hereby amended to the following: **MIGRA** must receive face-to face supervision, by an individual pre-approved by the Board, one-hour for every twenty hours worked for a period of 2 years. **MIGRA** is responsible for documenting her work hours to reflect the amount of supervision. The **BOARD** can request this documentation at any time(s) during the 2-year period. **MIGRA** has previously had her supervisor approved per the original July 21, 2006, consent agreement. Supervision should focus on, but not limited to, **MIGRA'S** role in professional relationships and ethical decision-making. **MIGRA'S** supervisor is required to submit a report to the Board, quarterly, detailing topics discussed during supervision sessions, areas of concern, and areas for improvement. At the end of the 2-year supervised period, **MIGRA'S** supervisor will make a final report encompassing the 2 years of supervision. If **MIGRA'S** supervisor is concerned with **MIGRA'S** practice at any time the Board should be notified immediately. It is **MIGRA'S** responsibility to ensure that the Board receives the supervisor's reports. All costs associated with the supervision are at the expense of **MIGRA**.

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

By her signature on this AMENDED CONSENT AGREEMENT, **MIGRA** 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. **MIGRA** agrees that should the **BOARD** reject this AMENDED CONSENT AGREEMENT the original July 21, 2006, CONSENT AGREEMENT remains in force and she 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.

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

The **BOARD** shall incorporate this AMENDED CONSENT AGREEMENT into a formal journal entry at its March 16, 2007, meeting.

This Amended Consent Agreement will become effective on the date signed by the Chair of the Board.

Mary Migra
Mary Migra, LISW

12.29.06
Date

Theresa Cluse-Tolar
Theresa Cluse-Tolar, Ph.D., LISW
Chair, Counselor, Social Worker, Marriage and Family Therapist Board

3-16-07
Date

Mary Migra for S. Fulero
Solomon Fulero, Esq.
Counsel for Ms. Migra

1.16.07
Date

P.R. Casey IV
Peter R. Casey, IV, Esq.
Assistant Attorney General
Counselor, Social Worker, Marriage and Family Therapist Board

3-16-07
Date

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BETWEEN
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This CONSENT AGREEMENT is entered into by and between MARY MIGRA, hereinafter, "**MIGRA**," 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.

MIGRA 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.

MIGRA 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 **MIGRA** fail to comply with any provisions of this CONSENT AGREEMENT, **MIGRA** 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. **MIGRA** is an independent social worker (I-0009252) 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. **MIGRA** received her independent social work license on September 21, 2001.
2. While **MIGRA** was employed at Psych and Psych Services, Elyria, Ohio, she breached her professional social work boundaries by entering into a romantic relationship with an ex-client within 2 years of the termination of treatment. **MIGRA** self-reported this to the Board after ending the relationship. **MIGRA'S** actions constitute a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(D)(3).

3. **MIGRA ADMITS** the allegation referenced in paragraph 2 above.

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

1. **MIGRA'S** license to practice social work is hereby on probation (inactive suspension) for 2 years beginning August 1, 2006.
2. **MIGRA** must receive face-to face supervision, by an individual pre-approved by the Board, one-hour every week for a period of 2 years. **MIGRA** should not select a supervisor with which she has a prior relationship. If any previous relationship with the supervisor exists, **MIGRA** must provide full disclosure of such a relationship in the written request for supervisor approval. The 2-year supervision period will not begin until **MIGRA'S** supervisor is approved. Supervision should focus on, but not limited to, **MIGRA'S** role in professional relationships and ethical decision-making. **MIGRA'S** supervisor is required to submit a written report to the Board, quarterly, detailing topics discussed during supervision sessions, areas of concern, and areas for improvement. At the end of the 2-year supervised period, **MIGRA'S** supervisor will make a final report encompassing the 2 years of supervision. If **MIGRA'S** supervisor is concerned with **MIGRA'S** practice at any time the Board should be notified immediately. It is **MIGRA'S** responsibility to ensure that the Board receives the supervisor's reports. All costs associated with the supervision, if any, are at the expense of **MIGRA**.
3. **MIGRA** must take and pass a graduate level social work ethics course. The course must be taken for credit, part of an accredited social work program from an accredited university, and pre-approved in writing by the Board's Deputy Director or his designee. This course cannot be an on-line course or home-based course. Once **MIGRA** successfully completes this course, **MIGRA** must ensure official transcripts are sent directly from the university to the attention of the Investigation Unit at the Board office. The transcript verifying completion is due in the Board office no later than January 1, 2008. All costs associated with the course are at the expense of **MIGRA**.

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**, **MIGRA** 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. **MIGRA**


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.

MIGRA hereby releases the members of the **BOARD**, its officers and employees, jointly and severally, from any and all liability arising from the matter within.

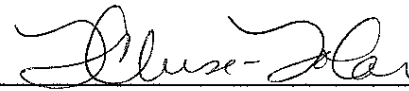
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The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its July 21, 2006, meeting.

This Consent Agreement will become effective on the date signed by the Chair of the Board.



Mary Migra, LISW



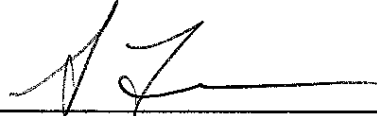
Theresa Cluse-Tolar, Ph.D., LISW
Chair, Counselor, Social Worker, Marriage and
Family Therapist Board

July 7, 2006

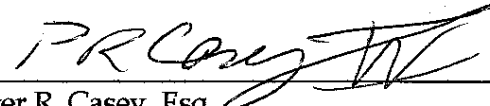
Date

7/21/06

Date



Solomon Fulero, Esq.
Counsel for Ms. Migra



Peter R. Casey, Esq.
Assistant Attorney General
Counselor, Social Worker, Marriage and Family
Therapist Board

7-10-2006

Date

7/21/06

Date