

Terms of the consent agreement
complete as of 4/10/2000

**CONSENT AGREEMENT
BETWEEN
DOROTHY EVANS
AND THE
OHIO STATE COUNSELOR AND SOCIAL WORKER BOARD**

This CONSENT AGREEMENT is entered into the and between DOROTHY EVANS, hereinafter, "**EVANS**", and the OHIO STATE COUNSELOR AND SOCIAL WORKER BOARD, hereinafter "**BOARD**", the state agency charged with enforcing Chapter 4757 of the Ohio Revised Code and all rules promulgated thereunder.

EVANS 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.

EVANS 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, admissions and understandings:

1. **EVANS** is a Professional Clinical Counselor (E-2279) 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 Chapter 4757.
2. In June 1999, **EVANS** had been working with a client at her place of business, Beyond Surviving, in Bellbrook, Ohio. During the course of treatment, the client expressed a desire to become intimate with **EVANS**. **EVANS** did not reciprocate this desire and began the process of transferring the client to another therapist. After termination with the client and the appropriate referral was made, **EVANS**, on two occasions, blurred her professional boundaries with the ex-client.

3. **EVANS** realized she had violated the Code of Ethical Practice and Professional Conduct and self-reported the situation to the Board. **EVANS** has entered into therapy voluntarily because of her conduct.
4. **EVANS** conduct violates Ohio Revised Code Sections 4757.11 and 4757.36(10) and Ohio Administrative Code Section 4757-5-01(D)(3).
5. **EVANS** ADMITS the allegation referenced in paragraph 2 referenced above.

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

- A. **EVANS** must take and pass a college or university ethics course. Said course must be pre-approved by the Counselor Professional Standards Committee, or its designee. Said course must be taken for credit after which **EVANS** will ensure that a transcript of passing the course is provided to the Board. This course must be completed by June 2001.
- B. **EVANS** must be supervised for twenty-four (24) months by a supervisor pre-approved by the Counselor Professional Standards Committee, or its designee. Supervision will be with regard to proper boundaries and professional ethics. Said supervisor will provide a written report every other month outlining the progress **EVANS** is making in these areas as well as any problems that may arise. It is **EVANS'** responsibility to ensure that the written report is received by the **BOARD** on the first of the month when said report is due.
- C. The Supervisor referenced in Paragraph B, above, will provide written assurance that **EVANS** is able to work as a professional clinical counselor and is not a threat to the

public. Should this situation change during the course of supervision, said Supervisor will notify the Committee. The Supervisor will be provided with a copy of this Consent Agreement.

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, **EVANS** 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. **EVANS** 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.

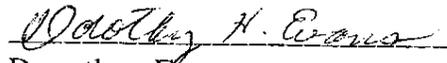
EVANS hereby releases the members of the **BOARD**, its officers and employees, jointly and severally, from any and all liability arising from the matter within.

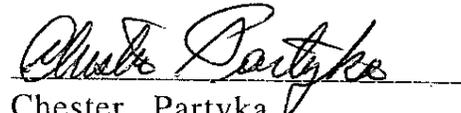
This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43 of the Ohio Revised Code.

The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its March, 2000, meeting.

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

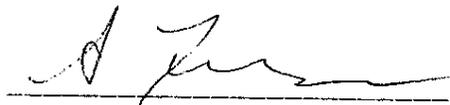
THE OHIO COUNSELOR AND
SOCIAL WORKER BOARD

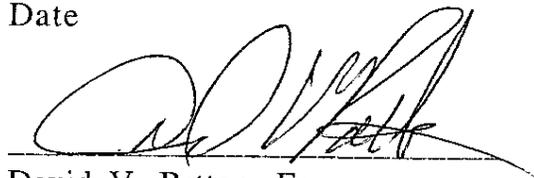

Dorothy Evans


Chester Partyka
Chair, Counselor and Social Worker Board

2-21-00
Date

3-17-00
Date


Solomon M. Fulero, Esq.
Counsel for Ms. Evans


David V. Patton, Esq.
Assistant Attorney General
Counselor and Social Worker Board

2-21-00
Date

3-17-00
Date