

**CONSENT AGREEMENT
BETWEEN
JAMES L. ZAPF
AND THE
STATE OF OHIO COUNSELOR AND SOCIAL WORKER BOARD**

This CONSENT AGREEMENT is entered into by and between JAMES L. ZAPF, hereinafter, "ZAPF", and the STATE OF OHIO 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.

ZAPF 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.

ZAPF 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 that are the subject of this CONSENT AGREEMENT. Should ZAPF fail to comply with any provisions of this CONSENT AGREEMENT, ZAPF knowingly waives his 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. ZAPF is a professional clinical counselor (E-2580) 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 and Ohio Administrative Code Chapter 4757. ZAPF received his professional clinical counselor license on November 21, 1997.
2. Between November 22, 2001, and October 31, 2002, while ZAPF was employed at Pathways Christian Counseling, Findlay, Ohio, he practiced on an expired license. Practicing on a lapsed license is a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-7-02.
3. ZAPF had obtained the supervising counselor designation from the BOARD. He was supervising an individual who was not properly registered with the BOARD as a counselor trainee and who did not hold any other valid state license to practice counseling. ZAPF should have ensured that the individual was appropriately registered with the BOARD as part of his supervision

responsibilities. His failure to do so and to allow the individual to practice counseling without a license or registration constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-11-01(C)(14).

4. **ZAPF ADMITS** the allegations referenced in paragraphs 2-3 above.

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

1. **ZAPF'S** license to practice counseling is hereby **REPRIMANDED**.
2. **ZAPF'S** counselor supervision designation is suspended for a minimum of one (1) year and he cannot provide clinical supervision to any counselor or social worker in the State of Ohio. In order for the suspension to be lifted, **ZAPF** must present evidence that he has taken and passed graduate level courses in (1) law and ethics, and (2) supervision from an accredited university. Such courses must be pre-approved by the Investigative Supervisor of the Ohio Counselor and Social Worker Board or his designee. Once **ZAPF** has completed these courses and after a minimum of one year has past, he must petition, in writing, the Counselor Professional Standards Committee to lift the suspension if he wants the counselor supervision designation reinstated.

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**, **ZAPF** 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. **ZAPF** 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.

If, following notice and an evidentiary hearing, not an Ohio Revised Code Chapter 119 hearing, **ZAPF** is found by the **BOARD** to have violated any terms of this Consent Agreement, the **BOARD** may impose any penalty up to and including **REVOCAION** of **ZAPF'S** professional clinical counselor license based solely upon a violation of this Consent Agreement. **ZAPF** may not appeal this action.

ZAPF 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),

