

COPY

Aug 21 1997

COPIES OF THIS AGREEMENT
TO BE MAILED TO THE BOARD

**CONSENT AGREEMENT
BETWEEN
JOANNE H. VOELKEL
AND THE
OHIO STATE COUNSELOR AND SOCIAL WORKER BOARD**

This CONSENT AGREEMENT is entered into the and between JOANNE H. VOELKEL, hereinafter, "VOELKEL", 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.

VOELKEL 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.

VOELKEL 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. VOELKEL is an Independent Social Worker (I-2808) 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 O.R.C. Chapter 4757.
2. VOELKEL was employed as a Clinical Team Leader at Eastway Corporation in a division to provide case management services to severely and persistently mentally disabled clients. She had been with Eastway from February 10, 1992, through June 3, 1994.
3. Beginning in July 1993, VOELKEL was to provide the initial case management for a client (hereby referred as Client #1) as referenced on the attached Adjudication Case #96-046ET of the National Committee on Inquiry of the National Association of Social Workers dated

February 12, 1996. (This document is to remain confidential and be withheld from public disclosure.) In August 1993, a different case manager was assigned to Client #1 and **VOELKEL** was to provide weekly counseling. In February 1994, **VOELKEL** agreed to stop contact with Client #1.

4. Between on or about July 1993 and January 1994 **VOELKEL** loaned Client #1 money and allowed Client #1 to use her name for the installation of his telephone. By loaning money and allowing the use of her name for the phone installation, **VOELKEL** violated patient client boundaries in violation of O.R.C. 4757.13(A), O.A.C. 4757-21-01(B), and the Code of Ethics of the National Association of Social Workers para. II(F)(4).
5. **VOELKEL** told her supervisee (D.R. as referenced in the Adjudication Case #96-046 ET of the National Committee on Inquiry of the National Association of Social Workers) not to tell anyone about the fact **VOELKEL** had loaned money to Client #1. By telling her supervisee not to tell anyone, **VOELKEL** was being deceitful in violation of O.R.C. 4757.13(A), O.A.C. 4757-21-01(B), and the Code of Ethics of the National Association of Social Workers para. I(A)(2).
6. Between on or about September 1994 and June 1995 **VOELKEL** violated the patient/client boundaries by having Client #1 drive her to work, by renting Client #1 a room in her house, meeting with Client #1 and only this client after hours, driving him to work, driving him around in the evening to calm him, and having dinner at Client #1's house. These boundary violations are violations of O.R.C. 4757.13(A), O.A.C. 4757-21-01(B), and the Code of Ethics of the National Association of Social Workers para. II(F)(4).

7. **VOELKEL** instructed her supervisee to drive Client #1 to pick up his car and to provide Client #1 with a job reference to a potential employer when the supervisee did not feel comfortable about doing so. This is in violation of O.R.C. 4757.13(A), O.A.C. 4757-21-01(B), and the Code of Ethics of the National Association of Social Workers para. II(F)(4).
8. **VOELKEL** did not properly terminate her case management role with Client #1 and did not actively work to transfer those responsibilities to the assigned case manager. In the spring of 1994, Client #1 called in crisis and **VOELKEL** chose to deal with it herself, by going to the client's home instead of calling the paramedics, and/or turning the situation over to the assigned case manager or **VOELKEL'S** supervisor. This is in violation of O.R.C. 4757.13(A), O.A.C. 4757-21-01(B), and the Code of Ethics of the National Association of Social Workers para. II(F)(9).
9. **VOELKEL ADMITS** the allegations referenced in paragraphs 1 through 8 referenced above.

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

A. **VOELKEL'S** license to practice social work (I-2808) is suspended for a period of six (6) months with five (5) months being an inactive suspension and one (1) month an active suspension where **VOELKEL** cannot see clients or perform social work functions.

B. **VOELKEL** agrees to fulfill all the requirements established by the National Association of Social Workers (NASW) in its order on February 12, 1996, (pertinent sections attached) and to provide copies of all reports submitted to the NASW per this order to the **BOARD**.

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 AGREEMENT, VOELKEL 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. VOELKEL 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.

VOELKEL 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 September, 1997, meeting.

This CONSENT AGREEMENT shall take effect thirty (30) days after the date of the last signature below:

THE OHIO COUNSELOR AND
SOCIAL WORKER BOARD



JOANNE H. VOELKEL



GLENN ABRAHAM
Chair, Counselor and Social Worker Board

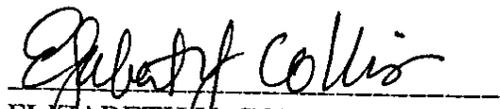
8/22/97

DATE

9-19-97

DATE

Counsel for Joanne H. Voelkel



ELIZABETH Y. COLLIS
Assistant Attorney General
Counselor and Social Worker Board

9/19/97

DATE

DATE