

Ms. Strausser completed the terms of the consent agreement as of 3/20/2004

**CONSENT AGREEMENT
BETWEEN
DIANE J. STRAUSSER
AND THE
STATE OF OHIO COUNSELOR AND SOCIAL WORKER BOARD**

This CONSENT AGREEMENT is entered into by and between DIANE J. STRAUSSER, hereinafter, "STRAUSSER", 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.

STRAUSSER 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.

STRAUSSER 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 STRAUSSER fail to comply with any provisions of this CONSENT AGREEMENT, STRAUSSER 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. The BOARD received STRAUSSER'S application for license as an Independent Social Worker on December 6, 2002. As part of her application, STRAUSSER stated she was in private practice in the period before applying for licensure. On March 20, 2003, STRAUSSER met with a representative of the Social Worker Professional standards Committee to clarify her actions previous to making application.
2. STRAUSSER ADMITS the statements referenced in paragraph 1 above.

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

1. STRAUSSER will be granted a restricted Independent Social Work license for one (1) year. STRAUSSER must be supervised by an Independent Social Worker, pre-approved by the BOARD, for one (1)

hour for every forty (40) worked. **STRASSAUR** will submit the name and professional credentials of the LISW that she proposes to supervise her to the Investigative Supervisor of the **BOARD** for pre-approval. The pre-approved supervisor must submit a report at the 6-month period discussing what has taken place in supervision, and must submit a comprehensive report at the end of the one-year period. Both reports must be submitted in a timely manner and addressed to the Investigative Supervisor at the **BOARD** offices. It is **STRAUSSER'S** responsibility to ensure the reports are submitted. After the **BOARD** reviews the final report, it will lift the suspension unless the final report contains reservations on **STRAUSSER'S** ability to practice.

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**, **STRAUSSER** 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. **STRAUSSER** 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.

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

STRAUSSER 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), 5 USC Section 552a, 45 CFR part 61, and Ohio Revised Code 3123.41 et seq the **BOARD** may be required to provide **STRAUSSER'S** social security number to requesting governmental agencies.

The **BOARD** shall incorporate this **CONSENT AGREEMENT** into a formal journal entry at its March 21, 2003, meeting.

