

Consent Agreement between Tara N. Sauer and the State of Ohio Counselor, Social Worker, Marriages and Family Therapist Board

**CONSENT AGREEMENT
BETWEEN
TARA N. SAUER
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between TARA N. SAUER, hereinafter, "SAUER," 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.

SAUER 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.

SAUER 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, based on the Board's investigation, 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. SAUER is an independent social worker (L1000287) licensed 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. SAUER received her independent social worker license on September 21, 2010.
2. On January 16, 2014, SAUER agreed to provide the BOARD with information related to a treatment program. Based on the information received by the BOARD, SAUER is found to be in violation of ORC 4757.36 (C) (6) and Ohio Administrative Code Section 4757-5-05.
3. SAUER admits the statements referenced in paragraph 2 above.

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

1. SAUER'S license to practice as an independent social worker (L1000287) is suspended for one (1) year from September 24, 2016, through September 24, 2017.
2. Starting September 24, 2016, through September 24, 2017, SAUER will be required to have one toxicology screen per month from a Board pre-approved facility. SAUER will submit the name and contact information of the facility she would like to obtain these screens at to the Board's Investigative Unit no later than September 19, 2016. All costs associated with this requirement are at SAUER'S expense. The toxicology screens must be negative to avoid non-compliance with this requirement. It is SAUER'S responsibility to ensure any and all releases are signed with the facility. Should the BOARD not receive one toxicology screen per month for any reason, SAUER will be considered non-compliant with this requirement.
3. SAUER must receive personal counseling from a Board pre-approved mental health practitioner, at a minimum of two (2) times per month, until September 2017. All costs associated with this counseling are at SAUER'S expense. SAUER must submit the name, contact information, and professional resume or curriculum vitae to the Board's compliance officer no later than September 19, 2016 to obtain pre-approval. Once approved, the practitioner shall provide the Board with quarterly reports detailing issues discussed in counseling, including but not limited to, issues related to SAUER'S substance abuse recovery. At the end of the mandated counseling period, the practitioner shall submit to the Board a report encompassing the overall counseling period and addressing SAUER'S recovery, including areas of improvement, areas of concern (if any), and if in the practitioner's professional opinion, SAUER is able to function properly as an independent social worker. It is SAUER'S responsibility to ensure the Board receives all reports in a timely manner.
4. After the suspension has been lifted and SAUER returns to practice, SAUER must be monitored in all aspects of her practice of social work and receive face to face monitoring at the rate of one hour every two weeks for a two (2) year period. SAUER'S monitor must be pre-approved by the Board and should not have a prior relationship with SAUER. If a previous relationship exists,

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SAUER must provide full disclosure of such a relationship in the request for monitor approval. All costs associated with the monitoring are at SAUER'S expense. The request for monitor approval must be made in writing, include a copy of the monitor's vita and be submitted prior to her return to practice. Monitoring should focus on, but not limited to, ethical decision making, personal accountability and treatment issues.

Monitoring should be considered training in nature and should not be limited to simply approving or denying case plans. SAUER'S monitor must submit quarterly reports to the BOARD for the entire two year period detailing topics discussed in monitoring sessions, areas of concern, areas of improvement and make a recommendation with regards to SAUER'S suitability to practice.

It is SAUER'S responsibility to ensure that the BOARD receives all monitoring reports. If at any time SAUER'S monitor believes that SAUER'S ability to practice as an independent social worker is compromised, s/he must report this to the BOARD immediately. SAUER'S failure to obtain the mandatory monitoring at the required rate shall be considered non-compliant with this requirement.

5. Should SAUER not fully comply with all requirements of this CONSENT AGREEMENT, the BOARD will initiate further and likely more severe penalties.

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, SAUER 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. SAUER 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.

SAUER 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. All parties to this Consent Agreement understand that this information will be sent to the United States Department of Health and Human Services' National Practitioner Data Bank (NPDB), pursuant to Title IV of

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Public Law 99-660, the Healthcare Quality Improvement Act of 1986, as amended; Section 1921 of the Social Security Act; and Section 1128B of the Social Security Act, as amended by Section 221(a) of the Health Insurance Portability and Accountability Act of 1996. The BOARD shall incorporate this CONSENT AGREEMENT into a formal journal entry at its September 2016, meeting.

This CONSENT AGREEMENT shall take effect upon the date of the Board Chair's signature below:

Tara N. Sauer LISW
Tara N. Sauer, LISW

For Matthew J. Paylo, PhD, LPCC-S
Chair, Counselor, Social Worker, Marriage and Family Therapist Board

9/21/16
Date

9-22-16
Date