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**CONSENT AGREEMENT
BETWEEN
TONI A. ASPACHER
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER AND
MARRIAGE AND FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between TONI A. ASPACHER, hereinafter, "ASPACHER", and the STATE OF OHIO COUNSELOR, SOCIAL WORKER AND MARRIAGE AND FAMILY THERAPIST BOARD, hereinafter "BOARD", the state agency charged with enforcing Chapter 4757 of the Ohio Revised Code and all rules promulgated thereunder.

ASPACHER 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.

ASPACHER 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 ASPACHER fail to comply with any provisions of this CONSENT AGREEMENT, ASPACHER 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. ASPACHER is a social worker (S-881) 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 Ohio Revised Code Chapter 4757 and Ohio Administrative Code Chapter 4757. ASPACHER received her social work license on March 14, 1987.
2. ASPACHER, while employed at Wood County Department of Job and Family Services, entered into a multiple relationship with a minor client by corresponding via e-mail. Content of the e-mail included topics not related to the professional relationship. Such conduct constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(C)(1).

3. **ASPACHER**, while employed at Wood County Department of Job and Family Services, entered into a multiple relationship with a minor client by purchasing gifts for the client. The gifts were not part of an agency sanctioned gift exchange and on one occasion involved conspiring with the client to avoid detection by **ASPACHER'S** employer and the client's foster family. Such conduct constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(C)(1).
4. **ASPACHER**, while employed at Wood County Department of Job and Family Services, used inappropriate language within e-mail to a minor client. Use of inappropriate language in communication with a client constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(B)(8)(b).
5. **ASPACHER ADMITS** the allegations referenced in paragraphs 2-4 above.

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

1. **ASPACHER'S** license to practice social work is hereby **REPRIMANDED**.
2. **ASPACHER'S** license to practice social work is **SUSPENDED** for a period of 2 years.
3. Upon return to social work practice **ASPACHER** must receive face-to-face supervision, by an individual pre-approved by the Board, one hour every week for a period of two years. The supervisor assigned to **ASPACHER** should not have a prior relationship with **ASPACHER**. If any previous relationship with the supervisor exists, **ASPACHER** must provide full disclosure of such a relationship in the request for supervisor approval. Supervision should focus on, but not be limited to, **ASPACHER'S** role in professional relationships, ethical decision-making and maintaining appropriate boundaries. **ASPACHER'S** supervisor is required to submit quarterly reports to the Board detailing topics discussed during supervision sessions, areas of concern and areas of improvement. However, if **ASPACHER'S** supervisor is concerned with **ASPACHER'S** practice at any time during supervision the Board should be notified immediately. It is **ASPACHER'S** responsibility to ensure that the Board receives the supervisor's reports.

4. In order to return to social work practice **ASPACHER** must take and pass a social work ethics course. The course must be taken for credit, part of an accredited social work program and pre-approved by the **BOARD**. **ASPACHER** must notify the **BOARD** in writing of her intent to return to social work practice and must have an official transcript verifying successful completion sent directly from the university to the attention of the investigative supervisor at the **BOARD** office. **ASPACHER** understands that she is not permitted to engage in the practice of social work until she has met this requirement. The credit earned from the course may not be used toward the (30) hours of continuing education required for license renewal. **ASPACHER** understands that in order to maintain her social work license during the period she is not employed in the social work field she must continue to complete the continuing education requirement and submit renewal applications. If, however, **ASPACHER** chooses to let her social work license expire and subsequently decides to re-apply for a social work license, **ASPACHER** will be required to submit proof of completion of the ethics course along with her application and in addition to all other requirements for licensure.

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**, **ASPACHER** 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. **ASPACHER** 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, in the discretion of the **BOARD**, **ASPACHER** appears to have breached any terms or conditions of this **CONSENT AGREEMENT**, the **BOARD** reserves the right to institute formal disciplinary proceedings against **ASPACHER**. Any action initiated by the **BOARD** based on alleged violations of this **CONSENT AGREEMENT** shall comply with the Administrative Procedures Act, Chapter 119 of the Ohio Revised Code.

ASPACHER 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 Section 3123.41 et seq, the **BOARD** may be required to provide **ASPACHER'S** social security number to requesting governmental agencies.

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

Consent Agreement between Toni A. Aspacher and the State of Ohio Counselor,
Social Worker and Marriage and Family Therapist Board

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

THE STATE OF OHIO COUNSELOR,
SOCIAL WORKER AND MARRIAGE
AND FAMILY THERAPIST BOARD

Toni A. Aspacher
Toni A. Aspacher, SW

11-17-03
Date

Counsel for Ms. Aspacher

Date

Gwendolyn DaCons-Taylor, SW
Gwendolyn DaCons-Taylor, SW
Chair, Social Worker Professional Standards
Committee

11-21-03
Date

Barbara Petrella, Esq.
Assistant Attorney General
Counselor, Social Worker and Marriage and
Family Therapist Board

Date