

CSWMFTB

2009 FEB 10 P 1: 28

**CONSENT AGREEMENT
BETWEEN
MICHELLE LEFFEL-RAKICH
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between **MICHELLE LEFFEL-RAKICH**, hereinafter, "**LEFFEL-RAKICH**" 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.

LEFFEL-RAKICH 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.

LEFFEL-RAKICH 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 and, understandings:

1. **LEFFEL-RAKICH** is a social worker (S-0010318) 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. **LEFFEL-RAKICH** received her social worker license on October 20, 1990.
2. Between January 2008 and April 2008, while employed with Council for Older Adults, in Delaware, Ohio, **LEFFEL-RAKICH** failed to keep accurate records. This action constitutes a violation of O.R.C. 4757.36 (A)(1) and O.A.C. 4757-5-09 (B).
3. **LEFFEL-RAKICH** admits the allegation referenced in paragraph 2.

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

1. **LEFFEL-RAKICH** must work under supervision for one (1) year with a minimum of one hour of face-to-face supervision per week or two hours of face-to-face supervision, two times per month, beginning on the date that the supervisor is approved. The supervisor must be pre-approved by the Board Deputy Director or his designee. The supervisor must submit quarterly reports regarding the supervision. Supervision should focus on, but not be limited to, areas of concern, areas for improvement, record keeping practices, and ethical decision making. Quarters consist of the following dates: Jan.-Mar, Apr.-Jun., Jul.-Sept., and Oct.-Dec. In order to meet the requirements of this agreement the reports must be received for each quarter. If **LEFFEL-RAKICH'S** supervisor is concerned with **LEFFEL-RAKICH'S** practice at any time the Board should be notified immediately. **LEFFEL-RAKICH** is responsible for the submission of the reports to the Board. All cost associated with the supervision is the responsibility of **LEFFEL-RAKICH**. Once **LEFFEL-RAKICH** successfully completes this supervision, **LEFFEL-RAKICH** must ensure verification of completion is sent to the attention of the Investigation Unit at the Board office.

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**, **LEFFEL-RAKICH** 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. **LEFFEL-RAKICH** 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.

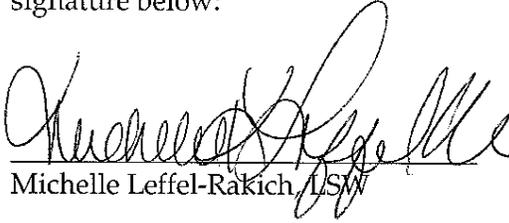
LEFFEL-RAKICH hereby releases the members of the **BOARD**, its officers and employees, jointly and severally, from any and all liability arising from the matter within.

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 **LEFFEL-RAKICH'S** social security number to requesting governmental agencies.

Consent Agreement between Michelle Leffel-Rakich and the State of Ohio Counselor, Social Worker, Marriage and Family Therapist Board

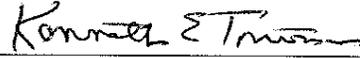
The **BOARD** shall incorporate this **CONSENT AGREEMENT** into a formal journal entry at its 3/19, 2009, meeting.

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



Michelle Leffel-Rakich, LSW

2/2/09
Date



Kenneth E. Trivison, PCC, IMFT
Chair, Counselor, Social Worker, Marriage and Family Therapist Board

3/19/09
Date



Melissa L. Wilburn, Esq.
Assistant Attorney General
Counselor, Social Worker, Marriage and Family Therapist Board

3-19-09
Date