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Mr. Wendel completed the terms of the consent agreement as of 1/29/2002

MAR 12 '01

**CONSENT AGREEMENT BETWEEN
MARK WENDEL
AND THE
STATE OF OHIO COUNSELOR AND SOCIAL WORKER BOARD**

This CONSENT AGREEMENT is entered into by and between MARK WENDEL, hereinafter, "WENDEL", 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.

WENDEL hereby acknowledges that he 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.

WENDEL is fully aware of his rights, including his right to be advised by counsel and his 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 WENDEL fail to comply with any provisions of this CONSENT AGREEMENT, WENDEL knowingly waives his 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. WENDEL is a social worker (S-27453) 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.

2. Beginning in May 2000, **WENDEL** began to see Client #1, at his place of employment, Columbus Area Community Mental Health Center in Columbus, Ohio. In July 2000, **WENDEL** blurred his professional boundaries by allowing Client #1 to enter his apartment, taking Client #1 to dinner, and talking about his personal life with Client #1. This conduct constitutes a violation of Ohio Revised Code 4757.36(A)(1) and Ohio Administrative Code 4757-5-01(C)(1).

3. **WENDEL** admits the statements referenced in paragraphs 1 and 2 referenced above.

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

1. **WENDEL** is hereby **REPRIMANDED** by the **BOARD**. Such reprimand will be recorded in **WENDEL'S** permanent licensure file with the **BOARD** for violating the Ohio Revised Code and Ohio Administrative Code Sections referenced in paragraph 2 above.

2. **WENDEL** will take and pass a social work ethics course from an accredited college or university. Said course must be pre-approved by the **BOARD**. The course must be taken for credit and the hours obtained may not be used by **WENDEL** to renew his social work license. At the conclusion of the course, **WENDEL** will arrange for an official transcript to be sent from the college or university to the **BOARD**, to the attention of the Investigative Supervisor. Said course must be completed by January 1, 2003, and the transcript received at the **BOARD** offices no later than February 14, 2003.

It is hereby agreed by and between both parties that this **CONSENT AGREEMENT** hereby settles all issues concerning this matter.

By his signature on this **CONSENT AGREEMENT**, **WENDEL** 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. **WENDEL** 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.

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

WENDEL 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 2301.373(E), the **BOARD** may be required to provide **WENDEL'S** social security number to requesting governmental agencies.

The **BOARD** shall incorporate this **CONSENT AGREEMENT** into a formal journal entry at its March, 2001, meeting.

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

THE OHIO COUNSELOR AND
SOCIAL WORKER BOARD

Mark Wendel LSW

Mark Wendel

Jane Q. Daroff LSW

Jane Daroff

Chair, Counselor and Social Worker Board

3-9-01

Date

Counsel for Mr. Wendel

Date

3/16/01

Date

David V. Patton, Esq.

Assistant Attorney General
Counselor and Social Worker Board

3/14/01

Date