

Consent Agreement between Dena Shapiro and the State of Ohio Counselor, Social Worker, and Marriage and Family Therapist Board

ON MARCH 17, 2006, THE BOARD RECEIVED SHAPIRO'S APPLICATION FOR LICENSE AS A SOCIAL WORKER. SHAPIRO STATED THAT SHE CO-FACILITATED ADOLESCENT INTENSIVE OUT PATIENT PROGRAMMING SERVICES AT AN AGENCY IN BEACHWOOD, OHIO, A POSITION THAT REQUIRED A LICENSE THAT SHE DID NOT POSSESS. SHAPIRO'S ACTIONS CONSTITUTE THE UNLICENSED PRACTICE OF SOCIAL WORK AND IS A VIOLATION OF O.R.C. SECTIONS 4757.02(A)(2) AND 4757.02 (B)(2). THE TERMS OF MS. SHAPIRO'S (HUNT) CONSENT AGREEMENT ARE COMPLETE AS OF 08/20/2007

**CONSENT AGREEMENT  
BETWEEN  
DENA SHAPIRO  
AND THE  
STATE OF OHIO COUNSELOR, SOCIAL WORKER, AND MARRIAGE  
AND FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between DENA SHAPIRO, hereinafter, "**SHAPIRO**", 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.

**SHAPIRO** 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.

**SHAPIRO** 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 **SHAPIRO** fail to comply with any provisions of this CONSENT AGREEMENT, **SHAPIRO** 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. On March 17, 2006, the **BOARD** received **SHAPIRO'S** application for license as a Social Worker. As part of her application, **SHAPIRO** stated she co-facilitated adolescent intensive outpatient programming services at an agency in Beachwood, Ohio, a position that required a license that she did not possess. On May 3, 2006, **SHAPIRO** met with representatives of the **BOARD** to discuss the fact she had signed "LSW" without having this license and her understanding of the licensure process. **SHAPIRO'S** actions constitute the unlicensed practice of social work and is a violation of Ohio Revised Code Sections 4757.02(A)(2) and 4757.02(B)(2).
2. **SHAPIRO** admits the statements referenced in paragraph 1 above.

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

1. **SHAPIRO** will be granted a Social Work license at the May 2006 Board meeting. **SHAPIRO** must take 6 hours of continuing education in the area of professional social work ethics in addition to the normal 30 hour renewal requirements. These 6 hours of continuing education must be pre-approved by the BOARD'S Deputy Director or his designee. All costs associated with this requirement are borne by **SHAPIRO**. **SHAPIRO** will have until September 30, 2007, to complete these additional 6 hours of continuing education. After completion of these 6 additional hours **SHAPIRO** must send copies of her attendance certificate(s) to the **BOARD'S** Deputy Director.

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, **SHAPIRO** 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. **SHAPIRO** 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.

**SHAPIRO** 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 **SHAPIRO'S** social security number to requesting governmental agencies.

The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its May 19, 2006, meeting.

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

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

Dena Shapiro  
Dena Shapiro

Theresa Cluse-Tolar, LISW  
Theresa Cluse-Tolar, Ph.D., LISW  
Chair, Counselor, Social Worker, and Marriage and  
Family Therapist Board

May 16<sup>th</sup>, 2006  
Date

5-20-06  
Date

P.R. Casey, IV, Esq.  
Peter R. Casey, IV, Esq.  
Assistant Attorney General  
Counselor, Social Worker, and Marriage and Family  
Therapist Board

5/19/06  
Date