

CONSENT AGREEMENT
BETWEEN
GABRIELLE L. FASSMAN
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND
FAMILY THERAPIST BOARD

This CONSENT AGREEMENT is entered into by and between GABRIELLE L. FASSMAN, hereinafter, "FASSMAN," 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.

FASSMAN 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.

FASSMAN 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, admissions and understandings:

1. FASSMAN is a social worker (S.1502487) 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. FASSMAN received her social work license on November 10, 2015.
2. In 2016 FASSMAN was employed as a social worker at an agency in Springfield, Ohio. She provided social work services to a client from January through March 2016. According to the case notes, FASSMAN would work with the client several times a week. FASSMAN left the employment of the agency in March 2016. In about May 2016, FASSMAN blurred her professional boundaries with a former client in violation of Ohio Revised Code Section 4757.36(C)(1) and Ohio Administrative Code Section 4757-5-04(C).

3. **FASSMAN** admits the statements referenced in paragraph 2 above.

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

1. **FASSMAN'S** license to practice social work (S.1502487) is indefinitely suspended for a minimum of two years beginning on November 18, 2016. **FASSMAN** must continue to renew her LSW during the period of suspension if she intends to return to the profession. After a minimum of two years of suspension has been completed, **FASSMAN** can petition the Board in writing to lift the suspension.

2. During the period of suspension, **FASSMAN** must receive one (1) year of personal counseling from a **BOARD** approved mental health practitioner. **FASSMAN** is required to meet with this mental health practitioner for a minimum of three (3) one hour sessions a month. All costs associated with this counseling are at **FASSMAN'S** expense. **FASSMAN** must submit the name, contact information, and professional resume or vitae to the **BOARD'S** Deputy Director at least 30 days before beginning any personal counseling to obtain pre-approval per this requirement. Once approved, the practitioner will provide the **BOARD** with quarterly reports detailing issues discussed in counseling and other issues the practitioner deems appropriate. At the end of the one year mandated counseling period, the practitioner shall provide the **BOARD** with a report encompassing the overall counseling period including a recommendation as to **FASSMAN'S** ability to return to the social work field. It is **FASSMAN'S** responsibility to ensure the **BOARD** obtains the reports in a timely manner. The **BOARD** will consider the information obtained through these reports in determining whether the suspension discussed in paragraph 1 above should be lifted.

3. **FASSMAN** must take, at her expense, the on-line continuing education course entitled "Ethical Documentation in Clinical Practice" offered by Heisel and Associates, www.heiselandassoc.com/home-studies **FASSMAN** will have until January 31, 2017, to complete this requirement. The hours earned from this training may not be used to renew her LSW in the future. Upon completion of this requirement, **FASSMAN** will provide the Board with a certificate of completion.

FASSMAN may take a different course of a similar nature in lieu of this stated course but this would have to be pre-approved in writing in advance by the Board's investigation department.

4. **FASSMAN** must take, at her expense, the on-line continuing education course entitled "Ethics and Risk Management" offered by Heisel and Associates, www.heiselandassoc.com/home-studies **FASSMAN** will have until May 30, 2017, to complete this requirement. The hours earned from this training may not be used to renew her LSW in the future. Upon completion of this requirement, **FASSMAN** will provide the Board with a certificate of completion. **FASSMAN** may take a different course of a similar nature in lieu of this stated course but this would have to be pre-approved in writing in advance by the Board's investigation department.

5. Should **FASSMAN** fail to comply with any provisions of this consent agreement, the Board, in its discretion, may initiate further disciplinary action pursuant to OAC 4757-11-01(C)(21).

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, **FASSMAN** 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. **FASSMAN** 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.

FASSMAN 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 Public Law 99-660, the Healthcare Quality Improvement Act of 1986, as amended; Section 1921 of the Social Security Act; and Section 1128E 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 November 2016, meeting.

Consent Agreement between Gabrielle L. Fassman and the State of Ohio Counselor, Social Worker, Marriage and Family Therapist Board

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

Gabrielle L. Fassman, LSW
Gabrielle L. Fassman, LSW

10-17-16
Date

Elizabeth Y. Collis
Elizabeth Y. Collis, Esq.
Counsel for Ms. Fassman

10/17/16
Date

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

11-17-16
Date

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

October 17, 2016
Date