

Terms of the consent agreement  
complete as of 7/22/2003

**CONSENT AGREEMENT  
BETWEEN  
STEVEN J. FISCHER  
AND THE  
STATE OF OHIO COUNSELOR AND SOCIAL WORKER BOARD**

This CONSENT AGREEMENT is entered into by and between STEVEN J. FISCHER, hereinafter, "**FISCHER**", 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.

**FISCHER** 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.

**FISCHER** 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.

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. **FISCHER** is an Independent Social Worker (I-873) 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. **FISCHER** received his social work license on April 5, 1986.

2. **FISCHER** was employed at St. Charles Mercy Hospital, Oregon, Ohio. On or about October 7, 2001, **FISCHER** breached confidentiality by stating to an individual that he knew the individual's father, who was a client of **FISHER'S**, and told the individual the correct diagnosis concerning the client. **FISCHER'S** conduct is a violation of Ohio Revised Code Chapter 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(B)(5).
3. **FISCHER** admits the statements referenced in paragraphs 1 through 2 referenced above.

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

1. **FISCHER** is hereby **REPRIMANDED** by the **BOARD**. Such Reprimand will be recorded in **FISCHER'S** permanent licensure file with the **BOARD** for violating the Ohio Revised and Ohio Administrative Code Sections referenced in paragraph 2 above.
2. **FISCHER** will take and pass a graduate level social work ethics course from an accredited university. Such course must be pre-approved by the **BOARD**. The course must be taken for credit and the hours obtained may **not** be used by **FISCHER** to renew his Independent Social Work license. At the conclusion of the course, **FISCHER** will arrange for an official transcript to be sent from the university to the **BOARD**, to the attention of the Investigative Supervisor. Said course must be completed by August 1, 2003, and the transcript received at the **BOARD** offices no later than September 1, 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, **FISCHER** 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. **FISCHER** 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.

Should **FISCHER** fail to comply with any provisions of this CONSENT AGREEMENT, **FISCHER** knowingly waives his rights under ORC Chapter 119. Following notice and an evidentiary hearing, not an Ohio Revised Code Chapter 119 hearing, if **FISCHER** is found by the **BOARD** to have violated any terms of this Consent Agreement, the **BOARD** may impose any penalty up to and including REVOCATION of **FISCHER'S** Independent Social Work license based solely upon a violation of this Consent Agreement. **FISCHER** may not appeal this action.

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

The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its January, 2002, meeting.

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

THE OHIO COUNSELOR AND  
SOCIAL WORKER BOARD

Steven J. Fischer  
Steven J. Fischer

Jane Daroff LISW  
Jane Daroff, LISW  
Chair, Counselor and Social Worker Board

\_\_\_\_\_  
Date

4/18/02  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Counsel for Mr. Fischer

\_\_\_\_\_  
Barbara Petrella, Esq.  
Assistant Attorney General  
Counselor and Social Worker Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date