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**CONSENT AGREEMENT
BETWEEN
JUDY L. BUKA
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between JUDY L. BUKA, hereinafter, "**BUKA**," 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.

BUKA 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.

BUKA 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, based on the Board's investigation, 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. **BUKA** is a licensed social worker (S.0030543) 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. **BUKA** received her social work license on May 16, 2003.
2. **BUKA** worked with a client from approximately May through July 2016. **BUKA** was subpoenaed to be present at court regarding the client. In lieu of her physical presence, it was agreed that **BUKA** would provide a written statement to the court. The statement submitted by **BUKA** was beyond what was required of the subpoena. **BUKA** did not consult with her client about what she was submitting to the court nor did **BUKA** consult with her work/clinical supervisor about the content of the written submission. **BUKA'S** actions constitute a violation of the standard of care expected of licensed social workers and are

a violation of ORC 4757.36(C)(1) and OAC 4757-5-02(A)(2).

3. **BUKA** admits to the statements referenced in paragraph 2 above.

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

1. **BUKA'S** social work license (S.0030543) is Reprimanded.

2. **BUKA** 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 **BUKA** will have until June 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, **BUKA** will provide the Board with a certificate of completion. **BUKA** 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.

3. **BUKA** 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 **BUKA** will have until July 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, **BUKA** will provide the Board with a certificate of completion. **BUKA** 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. **BUKA** must be supervised in all aspects of her social work practice and receive face to face supervision at the rate of one hour for every 20 hours worked, based on a 40 hour work week, for a two-year period by an independently licensed mental health practitioner. If **BUKA** is not working full time, this supervision requirement will be extended indefinitely until **BUKA** completes the equivalent of two years of full time employment. **BUKA'S** supervisor must be pre-approved by the Board and should not have a prior relationship with **BUKA**. All costs, if any, associated with the supervision are at **BUKA'S** expense. The request for supervisor approval must be made in writing to the Board's Deputy Director and include a copy of the supervisor's *curriculum vitae*. **BUKA** is required to have this approved supervision in place by June 1, 2017, or she will not be allowed to practice as an LSW until she does so. Supervision should focus on, but not be limited to, ethical decision making, personal accountability, record keeping, professional boundaries and treatment issues.

Supervision should be considered training in nature and should not be limited to simply approving or denying case plans. **BUKA'S** supervisor must submit reports every other month to the **BOARD** for the entire supervision period detailing topics discussed in

supervision sessions, areas of concern, and areas of improvement and make a recommendation with regards to **BUKA'S** suitability to practice.

It is **BUKA'S** responsibility to ensure that the **BOARD** receives all supervision reports. If at any time **BUKA'S** supervisor believes that **BUKA'S** ability to practice as social worker is compromised, she/he must report this to the **BOARD** immediately. **BUKA'S** failure to obtain the mandatory supervision at the required rate shall be considered non-compliant with this requirement.

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**, **BUKA** 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. **BUKA** 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.


BUKA 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 May 2017, meeting.

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

Judy L. Buka LSW
Judy L. Buka, LSW

March 21, 2017
Date


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

5/18/17
Date