

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

This CONSENT AGREEMENT is entered into by and between Kenneth Hammer, hereinafter, "**HAMMER**," 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.

HAMMER 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.

HAMMER 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, 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. **HAMMER** is a professional clinical counselor (E.0602211) licensed to practice counseling in the State of Ohio, and is subject to the laws and rules of Ohio regulating the practice of counseling as outlined in Ohio Revised Code Chapter 4757 and Ohio Administrative Code Chapter 4757. **HAMMER** received his professional clinical counselor license on September 21, 2007.
2. In or about March-April 2018 **HAMMER** entered into a personal relationship with a former client. This action is a violation of ORC 4757.36 (C) (1), and OAC 4757-5-04 (C).
3. **HAMMER** admits the statement referenced in paragraph 2 referenced above.

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

1. The **BOARD** will allow **HAMMER** to surrender his professional clinical counselor license, with the understanding the surrender is in lieu of potential disciplinary action. After a minimum of 10 years, **HAMMER**

can re-apply for a professional clinical counselor license. **HAMMER** must meet all licensing requirements present at the time should he reapply. **HAMMER** would have to re-take the national examination that is being used at the time of his re-application. **HAMMER** must show evidence of personal counseling. **HAMMER** understands that there is no guarantee that he will re-obtain his counselor license should he re-apply. If issued, the Board may elect to impose additional restrictions on **HAMMER'S** license to include but not limited to mandatory supervision and/or restrictions on clients on whom he may serve.

2. **HAMMER** agrees that if the Board allows him to re-obtain a license, he is not permitted to be in private practice.

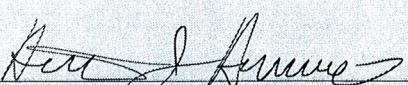
It is hereby agreed by and between both parties that this CONSENT AGREEMENT hereby settles all issues concerning this matter.

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

HAMMER 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 July 2020, meeting.

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


Kenneth Hammer, LPCC

6/15/2020

6/15/2020

Date



Brian P. Carnahan

Executive Director, Counselor, Social Worker, Marriage and Family Therapist Board

7-16-2020

Date

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AND THE
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HAMMER 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.

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2. Between 2016 and 2018, while employed at a community mental health agency in Canton, Ohio, **HAMMER** did not meet the standards of care expected of an LPCC and blurred his professional boundaries with a minor client by oversharing his personal information with the client, by engaging in personal texting with the client that was not documented in the client file, and by having the client assist in designing a business card for him. **HAMMER'S** actions constitute a violation of Ohio Revised Code 4757.36(C)(1) and Ohio Administrative Code Sections 4757-5-02(A)(2), and 4757-5-03(A).

3. **HAMMER** admits the statements referenced in paragraphs 1 and 2 referenced previous.

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

1. **HAMMER'S** license to practice as a professional clinical counselor (E.0602211) is Reprimanded.
2. **HAMMER** must receive personal counseling from a **BOARD** approved mental health practitioner for a period of eighteen (18) months. **HAMMER** is required to meet with this mental health practitioner for a minimum of two (2) one hour sessions a month. All costs associated with this counseling are at **HAMMER'S** expense. **HAMMER** must submit the name, contact information, and professional resume or vitae to the **BOARD'S** Deputy Director no later than February 4, 2019, 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 18-month mandated counseling period, the practitioner shall provide the **BOARD** with a report encompassing the overall counseling period. It is **HAMMER'S** responsibility to ensure the Board obtains the reports in a timely manner.
3. **HAMMER** must take six (6) hours of continuing counseling education in the area of professional ethics. These hours must be pre-approved in writing by the Board's Deputy Director or his designee. After **HAMMER** completes these hours, he must submit a copy of his attendance certificate(s) to verify his attendance for these hours. These hours must be completed and verification submitted no later than August 31, 2019. The credit earned from these hours may not be used toward the thirty (30) hours of continuing education required for license renewal. All costs associated with the CEUs are at the expense of **HAMMER**.

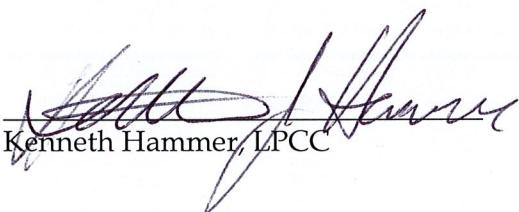
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This CONSENT AGREEMENT shall take effect upon the date of the Board Chair's signature below:


Kenneth Hammer, LPCC

11/21/18
Date

Margaret Knerr, IMFT-S
Margaret A. Knerr, IMFT-S
Chair, Counselor, Social Worker, Marriage and Family Therapist Board

1-17-19
Date