

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

This CONSENT AGREEMENT is entered into by and between ERIN DOBBS, hereinafter, "DOBBS," 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.

DOBBS 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.

DOBBS 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. **DOBBS** is a social worker (S.1904601) 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. **DOBBS** received her social work license on December 20, 2019.
2. In 2022, while employed as a social worker at a mental health agency in Newark, Ohio, **DOBBS** blurred her professional boundaries with a client of the agency by entering into a personal/romantic relationship with the client. The relationship occurred after **DOBBS** left the agency employment but within the five-year prohibition timeframe. **DOBBS'** actions constitute a violation of Ohio Revised Code 4757.36 C(1) and Ohio

Administrative Code Sections 4757-5-04 (C) and (D).

3. **DOBBS** admits the allegations referenced in paragraph 2 previous.

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

1. **DOBBS'** license to practice as a licensed social worker (S.1904601) is suspended for a minimum of two (2) years beginning January 19, 2023. Once the personal counseling, see paragraph 3 below, is successfully completed, the Board will lift the suspension of the license. **DOBBS** must continue to renew her social work license during the period of suspension if she plans on returning to practice after the suspension is lifted.
2. After the period of suspension, **DOBBS** must be supervised in all aspects of her social work practice and receive face to face supervision at the rate of one hour every 20 hours worked, based on a 40-hour work week, for a two-year period. If **DOBBS** is not working full time, this supervision requirement will be extended indefinitely until **DOBBS** completes the equivalent of two years of full-time employment. **DOBBS'** supervisor must be pre-approved by the Board and should not have a prior relationship with **DOBBS**. **DOBBS'** supervisor must be an on-site supervisor at the agency where **DOBBS** is employed. All costs, if any, associated with the supervision are at **DOBBS'** expense. The request for supervisor approval must be made in writing and include a copy of the supervisor's resume or *curriculum vitae*. **DOBBS** may not start any employment as an LSW until this supervision requirement is in place. Supervision should focus on, but not limited to, ethical decision making, personal accountability, record keeping, professional boundaries and treatment issues. The mandated supervisor must have access to all of **DOBBS'** client charts and files.

Supervision should be considered training in nature and should not be limited to simply approving or denying case plans. **DOBBS'** 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

DOBBS' suitability to practice.

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

DOBBS must immediately notify the Board in writing if she leaves her employment for any reason.

3. **DOBBS** must receive personal counseling from a **BOARD** approved mental health practitioner for a period of two (2) years. **DOBBS** 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 **DOBBS'** expense. **DOBBS** must submit the name, contact information, and professional resume or vitae to the **BOARD'S** Deputy Director no later than February 1, 2023, 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 two-year mandated counseling period, the practitioner shall provide the **BOARD** with a report encompassing the overall counseling period. It is **DOBBS'** responsibility to ensure the Board obtains the reports in a timely manner. This requirement must be completed before the licensure suspension is lifted.

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, **DOBBS** 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. **DOBBS** 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. **DOBBS** 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 January 2023, meeting.

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


Erin Dobbs, LSW

12.30.22

Date

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

1-19-2023

Date