

Terms of the consent agreement  
complete as of 5/12/2005

CSWMFTB

2005 MAR -9 P 12: 53

**CONSENT AGREEMENT  
BETWEEN  
TINA SMITH-COMEDY  
AND THE  
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND  
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between TINA SMITH-COMEDY, hereinafter, "**SMITH-COMEDY**", 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.

**SMITH-COMEDY** 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.

**SMITH-COMEDY** 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. Should **SMITH-COMEDY** fail to comply with any provisions of this CONSENT AGREEMENT, **SMITH-COMEDY** knowingly waives her rights under ORC Chapter 119.

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. **SMITH-COMEDY** is a social worker assistant (W-1504) registered to practice in the State of Ohio, and is subject to the laws and rules of Ohio regulating the practice of social work assistants as outlined in Ohio Revised Code Chapter 4757 and Ohio Administrative Code Chapter 4757. **SMITH-COMEDY** received her social work assistant registration on September 20, 2002.
2. **SMITH-COMEDY** provided inaccurate records to North Central Mental Health Services, Columbus, Ohio, on eight separate dates from September to October 2004. Case summaries submitted to the agency for home visits to clients were not accurate. The agency gate activity logs demonstrated that **SMITH-COMEDY** was at the agency during the times she reported that she was on home visits. Maintaining inaccurate records constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(I)(1).
3. **SMITH-COMEDY ADMITS** the allegations 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, **SMITH-COMEDY** knowingly and voluntarily agrees with the **BOARD** to the following terms and conditions:

1. **SMITH-COMEDY'S** registration to practice social work assistance is hereby **REPRIMANDED**.
2. **SMITH-COMEDY** must take an additional 3 hours of continuing education training in ethics. The continuing education program(s) must be pre-approved by the Board. Once **SMITH-COMEDY** successfully completes the program(s) **SMITH-COMEDY** must ensure the continuing education certificates are sent directly to the attention of the Investigation Unit at the Board office. The certificate(s) verifying completion are due in the Board office no later than March 31, 2006. The credits earned from the program(s) may not be used toward the thirty (30) hours of continuing education required for license renewal. All costs associated with the continuing education are at the expense of **SMITH-COMEDY**.

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**, **SMITH-COMEDY** 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. **SMITH-COMEDY** 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.

**SMITH-COMEDY** 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 3123.41 et seq., the **BOARD** may be required to provide **SMITH-COMEDY'S** social security number to requesting governmental agencies.

The **BOARD** shall incorporate this **CONSENT AGREEMENT** into a formal journal entry at its MARCH, 2005, meeting.

Consent Agreement between Tina Smith-Comedy and the State of Ohio Counselor, Social Worker, Marriage and Family Therapist Board

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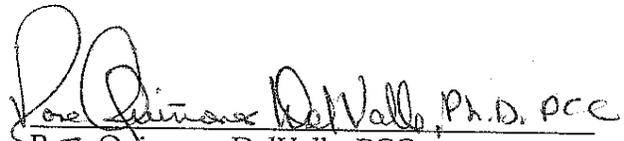
This CONSENT AGREEMENT shall take effect upon the date of the Board Chair's signature below:

  
TINA SMITH-COMEDY, SWA

3/17/05  
Date

\_\_\_\_\_  
Counsel for Ms. SMITH-COMEDY

\_\_\_\_\_  
Date

  
Rose Quinones-DelValle, Ph.D. PCC  
Chair, Counselor, Social Worker, Marriage and Family Therapist Board

3-18-05  
Date

  
Juliane Barone, Esq.  
Assistant Attorney General  
Counselor, Social Worker, Marriage and Family Therapist Board

3-18-05  
Date