



CONSENT AGREEMENT
BETWEEN
CLINT VOELM, Ph.D.
AND
THE (OHIO) STATE BOARD OF PSYCHOLOGY

This CONSENT AGREEMENT is entered into by and between CLINT VOELM, Ph.D., (hereafter "DR. VOELM") and the (OHIO) STATE BOARD OF PSYCHOLOGY (hereafter "BOARD"), the state agency charged with enforcing Chapter 4732 of the Ohio Revised Code, and all rules promulgated thereunder.

DR. VOELM 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.

DR. VOELM 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 STATEMENTS and UNDERSTANDINGS:

1. DR. VOELM is a psychologist licensed to practice psychology in the State of Ohio, and is subject to all laws and rules of Ohio regulating the practice of psychology. He maintains a private practice in New Philadelphia, and has also worked part-time in a group practice in Canton. DR. VOELM is also credentialed as a Licensed Professional Clinical Counselor by the Counselor and Social Work Board.
2. Client M saw DR. VOELM as a client beginning on September 16, 1994, and formally terminated treatment on January 18, 1995. Her initial presentation was due to anxiety related to school performance, and she continued in treatment to address issues regarding her personal life.

10. The issues and facts related in items 2-7 above also constitute violations of the following provisions of the Law and Rules Governing Psychologists in Ohio:

OAC 4732-17-01. GENERAL RULES OF PROFESSIONAL CONDUCT PURSUANT TO SECTION 4732.17 OF THE REVISED CODE

(C) Welfare of the client:

* * *

(2) *Informed client. A psychologist or school psychologist shall give a truthful, understandable, and reasonably complete account of a client's condition to the client or to those responsible for the care of the client. The psychologist or school psychologist shall keep the client fully informed as to the purpose and nature of any evaluation, treatment, or other procedures, and of the client's right to freedom of choice regarding services provided.*

(3) *Dependency. Due to inherently influential position, a psychologist or school psychologist shall not exploit the trust or dependency of any clients.*

(4) *Informed choice. A psychologist or school psychologist shall accord each client informed choice, confidentiality, and reasonable protection from physical or mental harm or danger.*

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(7) *Termination/alternatives. A psychologist or school psychologist shall terminate a professional relationship when it is reasonably clear that the client is not benefitting from the relationship, and shall offer to help locate alternative sources of professional services or assistance if indicated.*

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(E) Impaired objectivity and dual relationships:

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(2) *Dual relationships affecting psychologist's or school psychologist's judgment. A psychologist or school psychologist should avoid dual relationships with any client and/or relationships which might impair professional judgment or increase the risk of client exploitation. He/she shall not undertake or continue a professional relationship with a client, supervisee, or student when the objectivity or competency of the psychologist or school psychologist is or could reasonably be expected to be impaired. For purposes of this rule, impairment includes, but is not necessarily limited to, the psychologist's or school psychologist's present or previous familial, social, sexual, emotional, financial, supervisory, political, administrative, or legal relationship with a client or a person related to or associated with the client. If such a dual relationship develops, or is discovered after the professional relationship has been initiated, the psychologist or school psychologist shall terminate the professional relationship in an appropriate manner, shall notify the client or supervisee of the termination in writing, and shall assist the client in obtaining services from another professional.*

(3) *Dual relationship affecting client's judgment. A psychologist or school psychologist, in interacting with any current client, supervisee, student, or with any person to whom the psychologist or school psychologist has at any time within the previous twenty-four months rendered counseling,*

is given full rights to informed choice to continue in treatment with such therapist or with another therapist of his/her own choosing. Within ten days of the effective date of this agreement, DR. VOELM shall offer a letter, the content of which has been subject to approval by the BOARD, which shall be used in providing written notice of this provision to any client currently active in receiving services or inactive but still owing money for services received.

- C. At his expense and with the BOARD as the client, DR. VOELM shall continue the evaluative process with the Program for Professionals. Upon completion of the initial evaluation, DR. VOELM shall follow all recommendations of the Program regarding therapy, training and/or re-education.
- D. DR. VOELM may begin a re-evaluation by the Program for Professionals in the eleventh month of the first year of the indefinite suspension. Based upon the results and recommendations of the Program for Professionals, the BOARD shall make a determination whether and when DR. VOELM may resume practice and what restrictions, if any, must apply.
- E. Within one year from the effective date of this agreement, DR. VOELM shall successfully complete one graduate level course in ethics and/or therapist's dilemmas in the therapeutic relationship from a university program considered appropriate for psychology licensure. Upon completion, but no later than June 30, 1997, DR. VOELM shall cause to have a certified transcript or other appropriate documentation of his coursework transmitted to the BOARD.
- F. In the event that the Program for Professionals determines that monitoring or some other conditions/restrictions should apply to DR. VOELM'S professional practice upon termination of the indefinite suspension, then DR. VOELM shall negotiate a second CONSENT AGREEMENT with the BOARD only for the purpose of compliance with any remaining concerns of the Program for Professionals.
- G. Within two weeks of the effective date of this CONSENT AGREEMENT, DR. VOELM shall cause to have submitted to the BOARD a notarized statement from the Program for Professionals, confirming the Program's agreement to serve in the role of evaluator and that DR. VOELM has made arrangements to continue the evaluative process. DR. VOELM also shall complete releases of information to allow his psychiatrist, Robert I. Lesowitz, M.D. and any other party designated by the Program, to freely communicate with the Program regarding DR. VOELM'S status and/or progress. Failure to have the notarized statement on file within the two week period may result in this CONSENT AGREEMENT being declared null and void. Once declared null and void, the BOARD may proceed with further action against DR. VOELM.

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DR. VOELM agrees that the BOARD may release his social security number to the ASPPB Disciplinary Data Bank and other organizations that may request it for tracking or monitoring purposes. DR. VOELM acknowledges that by signing this CONSENT AGREEMENT he knowingly and voluntarily waives any expectation of privacy or constitutional privacy interests that he may have in maintaining the confidentiality of his social security number.

This CONSENT AGREEMENT is not an adjudication order within the meaning of Section 119.01 (D) of the Ohio Revised Code.

If, in the discretion of the BOARD, DR. VOELM appears to have breached any terms or conditions of this CONSENT AGREEMENT, the BOARD reserves the right to declare the CONSENT AGREEMENT null and void. Once declared null and void, the BOARD then may undertake further investigation and/or review of DR. VOELM'S status.

Upon consent of DR. VOELM and the BOARD, the terms and conditions of this CONSENT AGREEMENT may be modified or terminated in writing.

This CONSENT AGREEMENT shall take effect when it has been signed by the parties and their representatives as indicated below.

THE OHIO STATE BOARD OF PSYCHOLOGY
BY:



CLINT VOELM, Ph.D.



BARBARA A. GARWOOD, Ph.D.
President

3/7/96

DATE

3-25-96

DATE



JEFFREY E. SCHOBERT
Counsel for Dr. VOELM



NANCY JOHNSTON
Assistant Attorney General for
the State Board of Psychology

3/21/96

DATE

3/25/96

DATE