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SEP 2 '99

**CONSENT AGREEMENT  
BETWEEN  
DAVID A. JOHNSON  
AND THE  
OHIO STATE COUNSELOR AND SOCIAL WORKER BOARD**

**COUNSELOR AND SOCIAL  
WORKER BOARD**

This CONSENT AGREEMENT is entered into by and between DAVID A. JOHNSON, hereinafter, "JOHNSON", and the STATE OF OHIO COUNSELOR AND SOCIAL WORKER BOARD, hereinafter "BOARD", the state agency charged with enforcing Chapter 4757 of the Ohio Revised Code and all rules promulgated thereunder.

JOHNSON 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.

JOHNSON 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 stipulations, admissions and understandings:

1. JOHNSON is a Licensed Professional Clinical Counselor (E-448) 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.
2. On or beginning November 19, 1991, JOHNSON supervised Karen Hoving, a Counselor Assistant, in providing counseling and forensic hypnosis, which is outside the scope of practice for a Counselor Assistant. JOHNSON'S conduct constitutes a violation of former Ohio Revised Code Section 4757.13(A) and former Ohio Administrative Code Sections 4757-13-01(C), 4757-17-03, 4757-27-01(B) and Appendix A: The Code of Ethics of the American Association for Counseling and

Development. (Note: The laws and rules cited were in effect at the time of the violations occurred.)

3. **JOHNSON ADMITS** the allegation referenced in paragraph 2 referenced above.

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

- A. **JOHNSON** is prohibited from providing training or work supervision to any Counselor Assistant or Licensed Professional Counselor without prior **BOARD** approval for two (2) years. Said two year period will begin upon the effective date of this Consent Agreement. **JOHNSON** is permitted to provide administrative or educational supervision to his students in an approved counseling program as part of his job responsibilities as a university professor.
- B. **JOHNSON** is prohibited from using hypnosis as a therapeutic modality for one (1) year. Said one year period will begin upon the effective date of this Consent Agreement. **JOHNSON** further agrees that he will take a workshop, pre-approved by the **BOARD**, on the proper use of hypnosis.
- C. **JOHNSON** will take a graduate level counseling course, pre-approved by the **BOARD**, in the area of child sexual abuse treatment. Such course must be taken for credit and upon completion of the course, **JOHNSON** will provide the **BOARD** with a copy of the transcript showing course completion, credit hours earned and a passing grade of a "C" or higher. **JOHNSON** will have until January 1, 2001, to complete this course requirement.

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

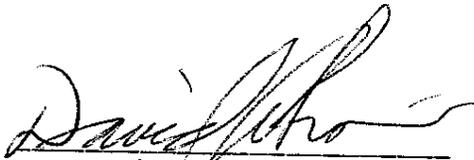
By his signature on this AGREEMENT, **JOHNSON** acknowledges that in the event the **BOARD**, in its discretion, does not approve this CONSENT AGREEMENT, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. **JOHNSON** 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.

**JOHNSON** 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.

The **BOARD** shall incorporate this **CONSENT AGREEMENT** into a formal journal entry at its September, 1999, meeting.

This **CONSENT AGREEMENT** shall take effect upon the last date of signature below:

  
\_\_\_\_\_  
DAVID A. JOHNSON

~~8/30/99~~ 9/2/99  
\_\_\_\_\_  
DATE

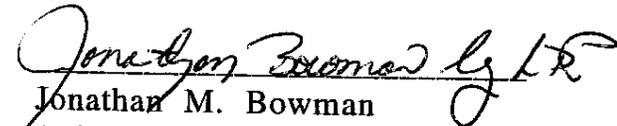
\_\_\_\_\_  
Counsel for David A. Johnson

\_\_\_\_\_  
DATE

THE OHIO COUNSELOR AND  
SOCIAL WORKER BOARD

  
\_\_\_\_\_  
CHESTER PARTYKA, Chairman  
Counselor and Social Worker Board

9-17-99  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Jonathan M. Bowman  
Assistant Attorney General  
Counselor and Social Worker Board

9/20/99  
\_\_\_\_\_  
DATE