

COPY

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JUL 15 1999

**CONSENT AGREEMENT
BETWEEN
JOHN F. WARNER
AND THE
OHIO STATE COUNSELOR AND SOCIAL WORKER BOARD**

This CONSENT AGREEMENT is entered into by and between JOHN F. WARNER, hereinafter, "**WARNER**", and the OHIO STATE 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.

WARNER 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.

WARNER 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. Should **WARNER** fail to comply with any provisions of this CONSENT AGREEMENT, **WARNER** knowingly waives his 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. **WARNER** is a professional clinical counselor (E-488) 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. In August 1999, while employed at Portage Path Behavioral Health in Cuyahoga Falls, Ohio, **WARNER** entered into a sexual relationship with a client. **WARNER** admitted this sexual relation to his supervisors on November 11, 1999. Sexual involvement with a client constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(D).

3. **WARNER 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, **WARNER** knowingly and voluntarily agrees with **BOARD** to the following terms and conditions:

1. **WARNER'S** license to practice counseling is **SUSPENDED** for three (3) years. During the period of suspension, **WARNER** must continue to meet his statutory continuing education requirements.
2. Toward the end of the suspension and before **WARNER** is allowed to return to practice, **WARNER** must obtain a mental health evaluation, at his own expense, at a facility pre-approved by the **BOARD**. The **BOARD** will use the results of this evaluation to determine if **WARNER** is fit to return to practice.
3. **WARNER** must remain in specialized therapy with a mental health therapist, approved by the **BOARD**, for the duration of his three (3) year suspension. Once approved by the **BOARD**, the mental health therapist will provide the **BOARD** with a written report discussing the progress of the therapy. Said report will be provided every six (6) months, on the first day of the month that it is due. At the end of the three (3) year suspension, the mental health therapist will provide the **BOARD** with a final written report documenting the scope and progress of the three (3) years of speciaclized therapy.

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**, **WARNER** 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. **WARNER** 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.

If, following notice and an evidentiary hearing, not an Ohio Revised Code Chapter 119 hearing, **WARNER** is found by the **BOARD** to have violated any terms of this Consent Agreement, the **BOARD** may impose any penalty up to and including REVOCATION of **WARNER'S** professional clinical counselor license based solely upon a violation of this Consent Agreement. **WARNER** may not appeal this action.

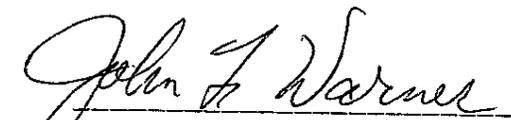
WARNER hereby releases the members of the **BOARD**, its officers and employees, jointly and severally, from any and all liability arising from the matter within.

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 Section 2301.373(E), the **BOARD** may be required to provide **WARNER'S** social security number to requesting governmental agencies.

The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its May ~~30~~, 2000, meeting.

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

THE OHIO COUNSELOR AND
SOCIAL WORKER BOARD


John F. Warner


Chester Partyka
Chair, Counselor and Social Worker Board

5-10-00
Date

5-19-00
Date


Larry Vuillemin, Esq.
Counsel for Mr. Warner


David V. Patton, Esq.
Assistant Attorney General
Counselor and Social Worker Board

5-10-00
Date

5/19/00
Date