

**CONSENT AGREEMENT
BETWEEN
RICHARD S. JOHNSON
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between **RICHARD S. JOHNSON**, hereinafter, "**JOHNSON**" 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.

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 and, understandings:

1. **JOHNSON** is a professional clinical counselor (E-0500748) 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 Section 4757 and Ohio Administrative Code Chapter 4757. **JOHNSON** received his professional clinical counselor license on September 19, 2008.
2. In November 2013, **JOHNSON**, while employed at an agency in Cleveland, sexually harassed a client. This action constitutes a violation of O.R.C. 4757.36 (C) (1), and O.A.C 4757-5-02 (F).
3. **JOHNSON** neither admits nor denies the allegations referenced in paragraph 2, but is entering into this CONSENT AGREEMENT solely to settle the dispute between the parties without any expressed or implied admission of the allegations referenced in paragraph 2.

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

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1. **JOHNSON** must be monitored in all aspects of his practice of counseling and receive face-to-face monitoring at the rate of one hour per every forty hours of work for a one (1) year period. **JOHNSON'S** monitor must be pre-approved by the **BOARD**, hold an independent level license and should not have a prior relationship with **JOHNSON**. If a previous relationship exists, **JOHNSON** must provide full disclosure of such a relationship in the request for monitor approval. All cost associated with monitoring will be at **JOHNSON'S** expense. The request for monitor approval must be made in writing include a copy of the monitor's vita. The Board agrees that its approval of a proposed monitor shall not be unreasonably withheld. Monitoring should focus on, but not be limited to, ethical decision making, confidentiality, multiple relationships and standards of care. Monitoring should be considered training in nature and should not be limited to simply approving and denying case plans. **JOHNSON'S** monitor must submit quarterly reports to the **BOARD** for the entire period detailing topics discussed during monitoring sessions, areas of concern, areas of improvement and make a recommendation with regards to **JOHNSON'S** suitability to practice. However, if **JOHNSON'S** monitor is concerned with **JOHNSON'S** practice at any time during the probationary period the **BOARD** should be notified immediately, reports of concerns will extend the length of monitoring period based on the supervisor's recommendations. It is **JOHNSON'S** responsibility to ensure that the **BOARD** receives all monitoring reports.

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**, **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. 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

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1996. The BOARD shall incorporate this CONSENT AGREEMENT into a formal journal entry at its Sept 2015 meeting.

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

Richard S. Johnson, LPCC
Richard S. Johnson, LPCC

9/11/15
Date

Margaret A. Knerr, MS, LMFT-S
~~Steven Polowick, LSW~~ Margaret A. Knerr, LMFT-S
Chair, Counselor, Social Worker,
Marriage and Family Therapist Board

9/25/15
Date