

**CONSENT AGREEMENT
BETWEEN
CLARENCE ALLEN
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND
FAMILY THERAPIST BOARD**

REC'D CSW/FT BOARD
AUG 14 '17 AM 10:29

This CONSENT AGREEMENT is entered into by and between CLARENCE ALLEN, hereinafter, "**ALLEN**", 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.

ALLEN 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.

ALLEN 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, based on the Board's investigation, 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. **ALLEN** is a social worker (S.1302253) licensed to practice social work in the State of Ohio, and is subject to the laws and rules of Ohio regulating the practice of social work as outlined in Ohio Revised Code Chapter 4757 and Ohio Administrative Code Chapter 4757. **ALLEN** received his social work license on March 27, 2013.
2. In March 2017, **ALLEN** pled guilty and was found guilty in the Cuyahoga Court of Common Pleas to a first degree misdemeanor for theft. This conviction was based on **ALLEN'S** stealing a debit card from a co-worker when he was employed in a mental health position at an alcohol and drug facility in Beachwood, Ohio, and using the debit card for his personal use. Obtaining a misdemeanor in the course of practice constitute a violation of Ohio Revised Code Section 4757.36(C)(7).

3. **ALLEN** admits the statements referenced in paragraphs 2 previously.

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

1. **ALLEN'S** license to practice social work (S.1302253) is hereby **REPRIMANDED**.
2. **ALLEN** must receive personal counseling from a **BOARD** approved mental health practitioner for a period of eighteen (18) months. **ALLEN** is required to meet with this mental health practitioner for a minimum of two (2) one hour sessions a month. All costs associated with this counseling are at **ALLEN'S** expense. **ALLEN** must submit the name, contact information, and professional resume or vitae to the **BOARD'S** Deputy Director no later than October 1, 2017, to obtain pre-approval per this requirement. Once approved, the practitioner with provide the **BOARD** with quarterly reports detailing issues discussed in counseling and other issues the practitioner deems appropriate. At the end of the 18-month mandated counseling period, the practitioner shall provide the **BOARD** with a report encompassing the overall counseling period. It is **ALLEN'S** responsibility to ensure the Board obtains the reports in a timely manner.

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**, **ALLEN** 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. **ALLEN** 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.


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

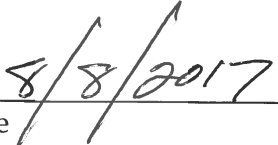
This **CONSENT AGREEMENT** shall be considered a public record as that term is used in Section 149.43 of the Ohio Revised Code. All parties to this Consent Agreement understand that this information will be sent to the United States Department of Health

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 1996. The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its September 2017, meeting.

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


Clarence Allen


Erin Mickel, LSW
Chair, Counselor, Social Worker, Marriage and
Family Therapist Board


Date


Date