

**AMENDED CONSENT AGREEMENT
BETWEEN
JEFFREY J. WILLIAMS
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND
FAMILY THERAPIST BOARD**

This AMENDED CONSENT AGREEMENT is entered into by and between **JEFFREY J. WILLIAMS**, hereinafter, "**WILLIAMS**", 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.

WILLIAMS hereby acknowledges that he has read and understands this AMENDED CONSENT AGREEMENT and has voluntarily entered into it without threat or promise by the **BOARD** or any of its members, employees or agents.

WILLIAMS 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 AMENDED CONSENT AGREEMENT.

This AMENDED CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

1.1 **WILLIAMS** is a licensed professional clinical counselor (E.0003098-S) 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 and Ohio Administrative Code Chapter 4757. **WILLIAMS** received his professional clinical counselor license on September 17, 1999.

2.2 On May 20, 2016, the **BOARD** and **WILLIAMS** entered into a Consent Agreement. **WILLIAMS** now, on his own volition, desires to permanently surrender his license in the state of Ohio. The **BOARD** will allow **WILLIAMS** to surrender his professional clinical counselor license as of September 21, 2017, in lieu of completing the requirements of that agreement. This surrender is permanent and precludes **WILLIAMS** from applying for a social work, counselor, or marriage and family therapist license in the State of Ohio in the future.

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

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in the event the BOARD, in its discretion, does not approve this AMENDED CONSENT AGREEMENT, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party.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

WILLIAMS 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 AMENDED 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 AMENDED CONSENT AGREEMENT into a formal journal entry at its September 2017 meeting.

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

Jeffrey Williams, LPCC-S

Jeffrey Williams
LPCC-S

Date

September 18, 2017

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

Erin Michel, LSW

Date

9/21/17

Carrie Starts
Carrie Masters Starts, Esq.

Counsel for Mr. Williams

Date *9-20-17*

Melissa L. Wilburn

Melissa L. Wilburn, Esq.

Senior Assistant Attorney General

Date *9-21-17*

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This CONSENT AGREEMENT is entered into by and between JEFFREY J. WILLIAMS, hereinafter, "**WILLIAMS**," 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.

WILLIAMS 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.

WILLIAMS 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. **WILLIAMS** is a licensed professional clinical counselor (E.0003098-S) 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 and Ohio Administrative Code Chapter 4757. **WILLIAMS** received his professional clinical counselor license on September 17, 1999.
2. From about October 2010 through about the end of March 2015, **WILLIAMS** provided professional counseling services to a female client. From about December 2014 through March 2015, **WILLIAMS** entered into an intimate relationship with a client in violation of Ohio Revised Code Section 4757.36(C)(1) and Ohio Administrative Code Section 4757-5-04(A)(B).

3. From about October 2010 through about December 2014, **WILLIAMS** bartered with the husband of the client referenced in #2 above in that the husband of the client would provide **WILLIAMS** with professional services in exchange for **WILLIAMS** providing counseling services to his wife. Bartering is prohibited as of about April 1, 2011. **WILLIAMS** actions constitute a violation of Ohio Revised Code 4757.36(C)(1) and Ohio Administrative Code section 4757-5-08(B).

4. **WILLIAMS** admits the statements referenced in paragraphs 2 and 3 above.

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

1. **WILLIAMS**, during the first year of his indefinite suspension (see paragraph 2 below), agrees to obtain, at his own expense, a fitness to practice evaluation pursuant to Ohio Administrative Code Section 4757-6-11-02. The fitness for practice evaluation will be conducted by a Board pre-approved mental health practitioner who after the evaluation is completed will provide a Board with a written evaluation. **WILLIAMS**, at a minimum of 30 days before he would like to obtain the fitness for practice evaluation, will request in writing to the Board that the Board notify him of who will provide the fitness for practice evaluation. **WILLIAMS** will be entitled to a copy of this evaluation.

2. **WILLIAMS'** license to practice as a licensed professional clinical counselor (E.0003098) is indefinitely suspended for a minimum of 5 years. **WILLIAMS** must continue to appropriately renew his professional clinical license while his license is suspended if he plans on re-entering the field. After a minimum of 5 years has occurred, **WILLIAMS** may petition the Board's Counselor Professional Standards Committee to lift his suspension. Final authority to lift the suspension will be with the Committee. The Committee may require **WILLIAMS** to obtain a second fitness for practice evaluation pursuant to Ohio Administrative Code Section 4757-11-02 before lifting the suspension. The fitness for practice evaluation will be conducted by a Board pre-approved mental health practitioner who after the evaluation is completed will provide the Board with a written evaluation.

WILLIAMS, at a minimum of 30 days before he would like to obtain the fitness for practice evaluation, will request in writing to the Board that the Board notify him of who will provide the fitness for practice evaluation.

If the Committee requires **WILLIAMS** to obtain a second fitness to practice evaluation by a Board pre-approved mental health practitioner, **WILLIAMS** shall be provided a copy of the evaluation. Should he Committee come to the determination that **WILLIAMS** is not fit to practice, **WILLIAMS** shall be entitled to appeal this decision and request a hearing. **WILLIAMS** shall have 30 days from the date that he receives notice of the Committee's decision to exercise his right and request a hearing before the Committee. Should **WILLIAMS** request a hearing, he shall be entitled to present evidence at the hearing, including but not limited to, a second fitness to practice evaluation performed by another mental health practitioner of his choosing.

3. Should **WILLIAMS'** license suspension be lifted and he returns to practice, **WILLIAMS** may not be in sole private practice. **WILLIAMS** must immediately notify the Board in writing if he leaves his employment for any reason.

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**, **WILLIAMS** 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. **WILLIAMS** 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.

WILLIAMS 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

Consent Agreement between Jeffrey F. Williams and the State of Ohio's Director, Social Worker, Marriage and Family Therapist Board

Public Law 04-060, 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 May 2016 meeting.

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

Jeffrey F. Williams, LICCS
Jeffrey F. Williams, LICCS

May 18, 2016
Date

Carrie M. Starks
Carrie M. Starks, Esq.
Counsel for Mr. Williams

5/18/16
Date

Margaret A. Krutz, MS, IMFT-S
Margaret A. Krutz, MS, IMFT-S
Chair, Director, Social Worker, Marriage and Family Therapist Board

5/20/16
Date

Melissa L. Wilburn, Esq.
Melissa L. Wilburn, Esq.
Senior Assistant Attorney General

5-19-16
Date