CONSENT AGREEMENT
BETWEEN
JOHN K. SCUDDER
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND FAMILY THERAPIST BOARD

This CONSENT AGREEMENT is entered into by and between JOHN K. SCUDDER, hereinafter, "SCUDDER," 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.

SCUDDER 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.

SCUDDER 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. **SCUDDER** is a professional clinical counselor (E.0001384) 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. **SCUDDER** received his professional clinical counselor license on March 17, 1990.

2. In around 2010 while **SCUDDER** was practicing in his private practice in Cincinnati, Ohio, **SCUDDER** blurred his professional boundaries with a female client (Client 1) by discussing his personal medical procedures. **SCUDDER'S** actions constitute a violation of Ohio Revised Code 4757.36(C)(1) and Ohio Administrative Code Section 4757-5-03(A).

3. **SCUDDER** blurred his professional boundaries with Client 1 by accepting a gift of a painting from the client. **SCUDDER'S** actions constitute a violation of Ohio Revised Code 4757.36(C)(1) and Ohio Administrative Code Section 4757-5-03(A).

4. **SCUDDER** blurred his professional boundaries with Client 1 by giving the client a picture of **SCUDDER** and his daughter at the daughter's graduation. **SCUDDER'S** actions constitute a violation of Ohio Revised Code 4757.36(C)(1) and Ohio Administrative Code Section 4757-5-03(A).

5. Client 1 gave photographs of herself to **SCUDDER**. Instead of making them part of the client's chart or returning them to the client, **SCUDDER** destroyed them and could not return them to the client if the client requested them. **SCUDDER'S** actions constitute a violation of Ohio Revised Code 4757.36(C)(1) and Ohio Administrative Code Section 4757-5-09(A) and (B).

6. **SCUDDER** admits the allegations referenced in paragraphs 2 through 5 referenced above.

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

1. **SCUDDER** must receive personal counseling from a **BOARD** pre-approved mental health practitioner for a period of one (1) year, at the rate of one hour every other week for the purpose of working on what led **SCUDDER** to blur his professional boundaries. All costs associated with this counseling are at **SCUDDER'S** expense. **SCUDDER** must submit the name, contact information, and professional resume or vitae to the **BOARD'S** Deputy Director no later than one December 10, 2013, to obtain pre-approval. The proposed individual must be independently licensed to practice mental health. 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 one year mandated counseling period, the practitioner shall provide the **BOARD** with a report encompassing the overall counseling period. It is **SCUDDER'S** responsibility to ensure the Board obtains the reports in a timely manner. **SCUDDER'S** failure to obtain the mandatory monitoring at the required rate shall be considered non-compliant with this requirement.

2. **SCUDDER** must take fifteen (15) hours of continuing counseling education in the area of professional ethics. These hours must be pre-approved in writing by the Board's Deputy Director or his designee. After **SCUDDER** completes these hours, he must

submit a copy of his attendance certificate(s) to verify his attendance for these hours. These hours must be completed and verification submitted no later than December 31, 2014. The credit earned from these hours may not be used toward the thirty (30) hours of continuing education required for license renewal. All costs associated with this provision are at the expense of **SCUDDER.**

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, **SCUDDER** 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. **SCUDDER** 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. **SCUDDER** 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 November 2013, meeting.

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

John K. Scudder, LPCC (S)

10/22/13
Date

Mary J. Venrick, LSW, LPC
Chair, Counselor, Social Worker, Marriage and Family Therapist Board

11-21-13
Date

Carrie M. Starts

Carrie Masters Starts, Esq.
Counsel for Dr. Scudder

10/22/13
Date

Melissa L. Wilburn, Esq.
Assistant Attorney General
Counselor, Social Worker, Marriage and Family Therapist Board

Date