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**CONSENT AGREEMENT
BETWEEN
JOHN B. FRANKENBURG
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER AND MARRIAGE AND
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between JOHN B. FRANKENBURG, hereinafter, "**FRANKENBURG**", and the STATE OF OHIO COUNSELOR, SOCIAL WORKER AND MARRIAGE AND FAMILY THERAPIST BOARD, hereinafter "**BOARD**", the state agency charged with enforcing Chapter 4757 of the Ohio Revised Code and all rules promulgated thereunder.

FRANKENBURG 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.

FRANKENBURG 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, admissions and understandings:

1. **FRANKENBURG** is a counselor (E-1667) 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. **FRANKENBURG** received his counselor license on March 20, 1993.
2. **FRANKENBURG**, while employed as a therapist with Focus Healthcare of Ohio, Maumee, Ohio, began a sexual relationship with a client that continued from approximately January 3, 2000, until approximately October 16, 2000. A sexual relationship constitutes a violation of Ohio Revised Code Section 4757.36(A) (1) and Ohio Administrative Code Section 4757-5-01(D) (2) & (3).
3. **FRANKENBURG** was terminated from his position as a counselor at Focus Healthcare of Ohio, effective April 27, 2000. The basis of that termination was non-compliance regarding documentation of client

records. Inaccurate records constitute a violation of Ohio Revised Code Section 4757.36(A) (1) and Ohio Administrative Code Section 4757-5-01(I) (1). Insufficient and untimely documentation of records constitute a violation of Ohio Revised Code Section 4757.36(A) (1) and Ohio Administrative Code Section 4757-5-01(I) (2).

4. **FRANKENBURG** admits the statements referenced in paragraphs 1, 2, and 3 referenced above.

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

1. The **BOARD** will allow **FRANKENBURG** to permanently surrender his license. **FRANKENBURG** will not be allowed to reapply for a counselor license in the State of Ohio, nor will he be allowed to apply for social work or marriage and family therapist license in the State of Ohio. This surrender will take effect January 19, 2007.

If, in the discretion of the **BOARD**, **FRANKENBURG** appears to have breached any terms or conditions of this CONSENT AGREEMENT, the **BOARD** reserves the right to institute formal disciplinary proceedings against **FRANKENBURG**. Any action initiated by the **BOARD** based on alleged violations of this CONSENT AGREEMENT shall comply with the Administrative Procedures Act, Chapter 119 of the Ohio Revised Code.

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, **FRANKENBURG** 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. **FRANKENBURG** 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.

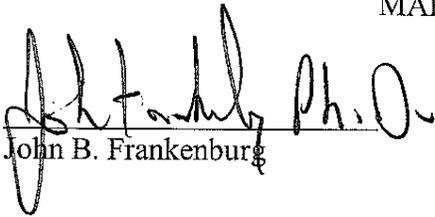
FRANKENBURG hereby releases the members of the **BOARD**, its officers and employees, jointly and severally, from any and all liability arising from the matter within.

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 3123.41 et seq, the **BOARD** may be required to provide **FRANKENBURG'S** social security number to

requesting governmental agencies. The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its January 19, 2007, meeting.

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

THE OHIO COUNSELOR, SOCIAL WORKER AND MARRIAGE AND FAMILY THERAPIST BOARD

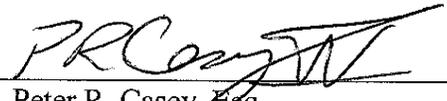

John B. Frankenburg


Theresa Cluse-Tolar, Ph.D., LISW
Chair, Counselor, Social Worker and
Marriage and Family Therapist Board

12/21/06
Date

12/21/06 1/19/07
Date

1/19/07
Date


Peter R. Casey, Esq.
Assistant Attorney General
Counselor, Social Worker and Marriage and
Family Therapist Board

**CONSENT AGREEMENT
BETWEEN
JOHN B. FRANKENBURG
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER AND MARRIAGE AND
FAMILY THERAPIST BOARD**

This **CONSENT AGREEMENT** is entered into by and between **JOHN B. FRANKENBURG**, hereinafter, "**FRANKENBURG**", and the **STATE OF OHIO COUNSELOR, SOCIAL WORKER AND 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.

FRANKENBURG 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.

FRANKENBURG 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. **FRANKENBURG** is a counselor (E-1667) 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. **FRANKENBURG** received his counselor license on March 20, 1993.
2. A Notice of Opportunity for Hearing was issued to **FRANKENBURG** on or about September 23, 2002 wherein the Ohio Board alleged that **FRANKENBURG** violated Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(C)(2), and (D)(1) and (3); Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(D)(1) and (2).
3. **FRANKENBURG** neither admits nor denies the allegations contained in the September 23, 2002 Notice of Opportunity for Hearing, attached hereto as Appendix A, and incorporated herein by this reference.

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

1. **FRANKENBURG'S** counselor license (E-1667) is suspended for a period of 3 years beginning June 1, 2004, through, May 31, 2007.
2. By December 31, 2006, **FRANKENBURG**, must be evaluated, at his expense, at the Center for Marital and Sexual Health in Beachwood, Ohio. **FRANKENBURG**, must notify the **BOARD** before scheduling his evaluation. The **BOARD** will review the professional evaluation and make a determination as to **FRANKENBURG'S** fitness to practice as a counselor in the State of Ohio. The Board reserves the right to mandate **FRANKENBURG** enter into mental health therapy, at his expense, should the evaluators determine this is appropriate. **FRANKENBURG** agrees to enter into mental health counseling should this be recommended by the evaluators. **FRANKENBURG'S** mental health provider must be pre-approved by the Board's Deputy Director, or his designee. The Board reserves the right to mandate **FRANKENBURG** be re-evaluated, at his expense, toward the end of the suspension period.
3. Following **FRANKENBURG'S** suspension and once **FRANKENBURG** returns to work as a counselor he will be on probation for a period of 2 years. During the 2-year probationary period **FRANKENBURG** must receive face-to-face supervision one hour every two weeks. **FRANKENBURG'S** supervisor must be pre-approved by the Board and should not have a prior relationship with **FRANKENBURG**. If a previous relationship exists, **FRANKENBURG** must provide full disclosure of such a relationship in the request for supervisor approval. All cost associated with supervision will be at **FRANKENBURG'S** expense. The request for supervisor approval must be made in writing, include a copy of the supervisor's vita and be submitted no later than two weeks prior to **FRANKENBURG** resuming practice. Supervision should focus on the area of areas of concern as outlined by the Center for Marital and Sexual health in their evaluative report.

Supervision should be considered training in nature and should not be limited to simply approving and denying case plans. **FRANKENBURG'S** supervisor must submit quarterly reports to the Board for the first year of probation and semi-annual reports for the second year, detailing topics discussed during supervision sessions, areas of concern, areas of improvement and make a recommendation if **FRANKENBURG** should be permitted to continue in private practice. However, if **FRANKENBURG'S** supervisor is concerned with **FRANKENBURG'S** practice at any time during the probationary period

the Board should be notified immediately. It is **FRANKENBURG'S** responsibility to ensure that the Board receives all supervisory reports.

4. **FRANKENBURG** must take and pass a graduate level ethics course. The course must be taken for credit, letter grade, and be part of a counseling program from an accredited university. **FRANKENBURG** must have the course pre-approved by the **BOARD**. Once **FRANKENBURG** successfully completes the course, official transcripts must be sent directly from the university to the attention of the investigative unit at the board office. The transcript verifying completion is due in the board office no later than March 31, 2006. The credit earned from the course may not be used toward the (30) hours of continuing education units required for license renewal.

If, in the discretion of the **BOARD**, **FRANKENBURG** appears to have breached any terms or conditions of this **CONSENT AGREEMENT**, the **BOARD** reserves the right to institute formal disciplinary proceedings against **FRANKENBURG**. Any action initiated by the **BOARD** based on alleged violations of this **CONSENT AGREEMENT** shall comply with the Administrative Procedures Act, Chapter 119 of the Ohio Revised Code.

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**, **FRANKENBURG** 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. **FRANKENBURG** 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.

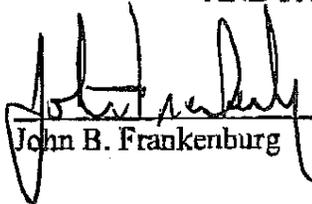
FRANKENBURG hereby releases the members of the **BOARD**, its officers and employees, jointly and severally, from any and all liability arising from the matter within.

WHEREFORE, in consideration of the mutual promises contained herein, and subject to the terms and conditions, and limitations stated herein, the Board hereby agrees to suspend the disciplinary proceedings against **FRANKENBURG** pending successful completion of these terms, limitations, and conditions.

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 3123.41 et seq, the **BOARD** may be required to provide **FRANKENBURG'S** social security number to requesting governmental agencies. The **BOARD** shall incorporate this **CONSENT AGREEMENT** into a formal journal entry at its _____, 2004, meeting.

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

THE OHIO COUNSELOR, SOCIAL WORKER AND MARRIAGE AND FAMILY THERAPIST BOARD


John B. Frankenburg


Michael S. Davis, LPCC
Chair, Counselor, Social Worker and
Marriage and Family Therapist Board

5/19/04
Date


Elizabeth Y. Collis, Esq.
Counsel for Mr. Frankenburg

5-19-04
Date

5-21-04
Date


Juliane E. Barone, Esq.
Assistant Attorney General
Counselor, Social Worker and Marriage and Family
Therapist Board

5-21-04
Date