

MR. SCHOENBERG HAS COMPLETED THE TERMS
OF HIS CONSENT AGREEMENT as of 11/5/2010

CSWMFTB

2009 SEP 15 P 1:11

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

This CONSENT AGREEMENT is entered into by and between PAUL SCHOENBERG, hereinafter, "**SCHOENBERG**," 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.

SCHOENBERG 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.

SCHOENBERG 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. **SCHOENBERG** is a professional clinical counselor (E-0002022) 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. **SCHOENBERG** received his professional clinical counselor license on July 21, 1995.
2. In 2008, while employed at a community mental health agency in Ravenna, Ohio, **SCHOENBERG** blurred his professional boundaries by making inappropriate comments to a client in violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-03(A).
3. **SCHOENBERG** admits the allegation referenced in paragraph 2

referenced above.

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

1. **SCHOENBERG** is not permitted to provide training supervision to any Professional Counselor seeking Professional Clinical Counselor licensure for two years beginning September 19, 2008.
2. **SCHOENBERG** must receive face-to face supervision, by an individual pre-approved by the Board in writing, twice a month for a period of 2 years. If any previous relationship with the proposed supervisor exists, **SCHOENBERG** must provide full disclosure of such a relationship in the request for supervisor approval. The 2-year supervision period will not begin until **SCHOENBERG'S** supervisor is approved by the **BOARD**. Supervision should focus on, but not limited to, **SCHOENBERG'S** role in professional relationships and ethical decision-making. **SCHOENBERG'S** supervisor is required to submit a report to the Board, quarterly, detailing topics discussed during supervision sessions, areas of concern, and areas for improvement. At the end of the 2-year supervised period, **SCHOENBERG'S** supervisor will make a final report encompassing the 2 years of supervision. If **SCHOENBERG'S** supervisor is concerned with **SCHOENBERG'S** practice at any time the Board should be notified immediately. It is **SCHOENBERG'S** responsibility to ensure that the Board receives the supervisor's reports. All costs associated with the supervision are at the expense of **SCHOENBERG**.
3. **SCHOENBERG** must receive mental health counseling, by a mental health professional pre-approved by the Board in writing, for a period of 2 years. The 2-year mental health counseling period will not begin until **SCHOENBERG'S** mental health provider is approved by the **BOARD**. **SCHOENBERG'S** mental health provider is required to submit a report to the Board, quarterly, detailing topics discussed during counseling, frequency of therapy, and goals discussed. At the end of the 2-year mandated counseling period, **SCHOENBERG'S** mental health provider will make a final report encompassing the 2 years of counseling. If **SCHOENBERG'S** mental health provider is concerned with **SCHOENBERG'S** practice at any time the Board should be notified immediately. It is **SCHOENBERG'S** responsibility to ensure that the Board receives the mental health provider's reports. All costs associated with the mental health counseling are at the expense of **SCHOENBERG**.
4. **SCHOENBERG** must take six (6) 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 **SCHOENBERG** 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 March 31, 2009. 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 the continuing education are at the expense of **SCHOENBERG**.

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, **SCHOENBERG** 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. **SCHOENBERG** 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.

SCHOENBERG 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 3123.41 et seq., the **BOARD** may be required to provide **SCHOENBERG'S** social security number to requesting governmental agencies.

The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its September 2008, meeting.

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

Consent Agreement between Paul Schoenberg and the State of Ohio Counselor, Social Worker, Marriage and Family
Therapist Board



Paul Schoenberg, PCC

9/11/08

Date



Robert C. Pivonka, Esq.
Counsel for Dr. Schoenberg

9/12/08

Date



Kenneth E. Trivison, PCC, IMFT
Chair, Counselor, Social Worker, Marriage and
Family Therapist Board

9/14/08

Date



Assistant Attorney General
Counselor, Social Worker, Marriage and Family
Therapist Board

Date