

**CONSENT AGREEMENT
BETWEEN
JOSEPH R. DULAR
AND THE
OHIO STATE COUNSELOR AND SOCIAL WORKER BOARD**

This CONSENT AGREEMENT is entered into by and between JOSEPH R. DULAR, hereinafter, "**DULAR**", and the OHIO STATE COUNSELOR AND SOCIAL WORKER BOARD, hereinafter "**BOARD**", the state agency charged with enforcing Chapter 4757 of the Ohio Revised Code and all rules promulgated thereunder.

DULAR 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.

DULAR 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. Should **DULAR** fail to comply with any provisions of this CONSENT AGREEMENT, **DULAR** knowingly waives his rights under ORC Chapter 119.

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. **DULAR** is a professional clinical counselor (E-2124) 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.
2. **DULAR** blurred his professional boundaries by entering into sexual relationships with two female clients. Sexual involvement with a client constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(D).
3. **DULAR** ADMITS the allegation referenced in paragraph 2.

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

1. **DULAR's** Professional Clinical Counselor License is Revoked. **DULAR** may apply for reinstatement after receiving an evaluation, at **DULAR's** expense, at The Program for Professionals (PFP), Center for Marital & Sexual Health, 3 Commerce Park Square, Suite 350, Beachwood, Ohio. (telephone 216-831-2900) Before **DULAR** is evaluated at PFP, he must notify the **BOARD**. Reports/evaluations compiled by PFP will be provided both to **DULAR** and the **BOARD**. The **BOARD** will review the recommendations of PFP to determine if **DULAR** is fit to return to the practice of counseling in the State of Ohio and if any restrictions to **DULAR'S** counseling license are appropriate and necessary.

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**, **DULAR** 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. **DULAR** 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.

If, following notice and an evidentiary hearing, not an Ohio Revised Code Chapter 119 hearing, **DULAR** is found by the **BOARD** to have violated any terms of this Consent Agreement, the **BOARD** may impose any penalty up to and including **REVOCATION** of **DULAR'S** professional clinical counselor license based solely upon a violation of this Consent Agreement. **DULAR** may not appeal this action.

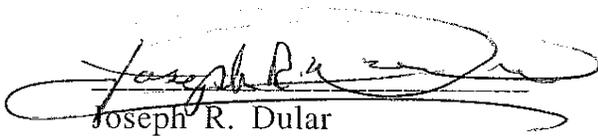
DULAR hereby releases the members of the **BOARD**, its officers and employees, jointly and severally, from any and all liability arising from the matter within.

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 2301.373(E), the **BOARD** may be required to provide **DULAR'S** social security number to requesting governmental agencies.

The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its September, 2000, meeting.

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

THE OHIO COUNSELOR AND
SOCIAL WORKER BOARD


Joseph R. Dular


Chester Partyka
Chair, Counselor and Social Worker Board

11 Aug 2000
Date

9/22/00
Date

Counsel for Mr. Dular


David V. Patton, Esq.
Assistant Attorney General
Counselor and Social Worker Board

Date

9-22-00
Date