

Terms of the consent agreement
complete as of 4/12/2000

**CONSENT AGREEMENT
BETWEEN
RANDALL BASHAM
AND THE
OHIO STATE COUNSELOR AND SOCIAL WORKER BOARD**

This CONSENT AGREEMENT is entered into and between RANDALL BASHAM, hereinafter, "**BASHAM**", 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.

BASHAM 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.

BASHAM 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. **BASHAM** is an Independent Social Worker (I-778) licensed to practice social work in the state of Ohio, and is subject to the laws and rules of Ohio regulating the practice of social work as outlined in O.R.C. Chapter 4757.
2. Person #1 was a client of **BASHAM** in his capacity as an LISW. On March 27, 1997, **BASHAM** had a sexual encounter with Person #1. This blurring of boundaries occurred on a single occasion and **BASHAM** transferred Person #1 to a psychiatrist to continue in her therapy.
3. **BASHAM'S** actions constitute a violation of O.R.C. 4757.36(A)(1), O.A.C. 4757-21-01 (preamble) and (B)(1), and Appendix B: Code of Ethics of the National Association of Social Workers Sections I(A)(1), I(D)(1), and II(F)(5).
4. **BASHAM ADMITS** the allegations referenced in paragraphs 2 and 3 referenced above.

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

- A. **BASHAM'S** license to practice social work in the State of Ohio (I-778) is **SUSPENDED** for a period of two (2) years. Such suspension will be **STAYED** if **BASHAM** completes the following:
1. **BASHAM** will be supervised by an individual pre-approved by the **BOARD** for the two (2) year period. Such supervisor must complete quarterly reports and a final report dealing with **BASHAM'S** professionalism to include ethics and boundaries. Reports will be sent directly to the Investigative Supervisor of the **BOARD** at 77 S. High Street, 16th Fl., Columbus, Ohio 43266
 2. **BASHAM** will be evaluated, at his own expense, at the Center for Marital & Sexual Health, Inc.'s Program for Professionals (PFP), 3 Commerce Park Square, Suite 350, Beachwood, Ohio (telephone 216-831-2900). Reports/evaluations compiled by PFP will be provided both to **BASHAM** and the **BOARD**. Before the suspension is lifted, the **BOARD** will review the recommendations of PFP to determine if **BASHAM** is fit to practice social work in the State of Ohio.
 3. **BASHAM** will take at his own expense, for credit and successfully completes, a graduate level social works ethics course, preapproved by the **BOARD**, from an accredited graduate School of Social Work or Counseling. **BASHAM** will provide the **BOARD** with a final transcript showing the successful completion of this course.
- B. Should **BASHAM** not compete the conditions outlined in paragraph A of this **CONSENT AGREEMENT** then such staying of suspension will be immediately lifted and **BASHAM'S** license to practice social work will be **SUSPENDED** for two (2) years from the date the **BOARD** learns that the conditions in paragraph A were not met.

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**, **BASHAM** 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. **BASHAM** 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.

BASHAM 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.

The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its May, 1998, meeting.

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

Randall Basham
RANDALL BASHAM

April 13, 1998
DATE

Otto A. Jack, Jr.
OTTO A. JACK, JR.
Counsel for Randall Basham

April 13, 1998
DATE

THE OHIO COUNSELOR AND
SOCIAL WORKER BOARD

Robert Moore
ROBERT MOORE
Chair, Counselor and Social Worker Board

22 May 98
DATE

J. M. Bowman
JONATHAN M. BOWMAN
Assistant Attorney General
Counselor and Social Worker Board

May 22, 1998
DATE

COPY

AMENDMENT TO THE MAY 22, 1998, CONSENT AGREEMENT
BETWEEN
RANDALL BASHAM
AND THE
OHIO STATE COUNSELOR AND SOCIAL WORKER BOARD

This AMENDMENT TO THE May 22, 1998, CONSENT AGREEMENT, hereinafter "AMENDMENT" is entered into by and between RANDALL BASHAM, hereinafter, "BASHAM", 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.

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

BASHAM 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 AMENDMENT.

This AMENDMENT does not replace or supersede the Consent Agreement between BASHAM and the BOARD which became effective May 22, 1998, and which is incorporated into this AMENDMENT by this reference. Said Consent Agreement remains in full force and effect, except for paragraph A which is hereby amended as indicated below.

This AMENDMENT is entered into on the basis of the following stipulations, admissions and understandings:

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal disciplinary proceedings, BASHAM knowingly and voluntarily agrees with the BOARD that paragraph (A)(2) in the Consent Agreement of May 22, 1998, is hereby amended as follows:

(A)(2)(a) BASHAM, based on the report submitted by The Center For Marital and Sexual Health, Inc. , must engage in individual psychotherapy for a one (1) year period to address his dysthymia, distrust of the world, and inability to accept help and set boundaries for himself. BASHAM'S psychotherapist must be pre-approved by the BOARD and the one (1) year period will commence once the BOARD approves the psychotherapist. The psychotherapist will submit quarterly reports to the BOARD discussing BASHAM'S therapy and progress.

B. This AMENDMENT will be considered a public record as that term is used in Ohio Revised Code 149, *et seq.*

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

By his signature on this AMENDMENT, **BASHAM** acknowledges that in the event the **BOARD**, in its discretion, does not approve this AMENDMENT, 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. **BASHAM** agrees that should the **BOARD** reject this AMENDMENT and if this case proceeds to hearing, he will assert no claim that the **BOARD** was prejudiced by its review and discussion of this AMENDMENT or of any information relating thereto.

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

The **BOARD** shall incorporate this AMENDMENT into a formal journal entry at its January, 1999, meeting.

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

THE OHIO COUNSELOR AND
SOCIAL WORKER BOARD

Randall Basham

RANDALL BASHAM

Robert L. Moore

ROBERT L. MOORE

Chairman, Ohio Counselor and Social Worker
Board

November 18, 1998

DATE

29 JAN 99

DATE

Otto A. Jack, Jr.

OTTO A. JACK, JR., ESQ.
Counsel for Mr. Basham

Jonathan M. Bowman

JONATHAN M. BOWMAN, ESQ.
Assistant Attorney General
Counselor and Social Worker Board

November 20, 1998

DATE

Jan 29, 1999

DATE