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CONSENT AGREEMENT  
BETWEEN  
THE OHIO STATE COUNSELOR AND SOCIAL WORKER BOARD 6 '98  
AND  
ROBERT E. SHORT

COUNSELOR AND SOCIAL  
WORKER BOARD

This CONSENT AGREEMENT is entered into by and between the State of Ohio Counselor and Social Worker Board, hereinafter referred to as the "BOARD", and Robert E. Short hereinafter referred to as "SHORT".

Whereas, SHORT is an Independent Social Worker (I-2509) licensed to practice social work in the state of Ohio and is therefore subject to the laws and rules of Ohio regulating the practice of social work as outlined in the Ohio Revised Code, Chapter 4757; and

Whereas, the BOARD is the state agency charged with enforcing Chapter 4757 of the Ohio Revised Code; and

Whereas, SHORT was convicted of two misdemeanors in the Parma Municipal Court, Parma, Ohio on October 25, 1995 and was thereafter sentenced to and did serve 120 days in the Cuyahoga County Jail; and

Whereas, the misdemeanors were not associated with, nor did they arise out of, a professional relationship between SHORT and a patient; and

Whereas, SHORT's Parma conviction may be considered by the BOARD to constitute a violation of provisions contained in Chapter 4757 of the Ohio Revised Code for which SHORT may be subject to disciplinary action by the BOARD; and

Whereas, in June 1995 SHORT voluntarily entered into therapy with Candace Risen at the Center for Marital and Sexual Health, Inc. as a direct result of the conduct which gave rise to the misdemeanor allegations and has actively remained in therapy with Candace Risen since June 1995; and

Whereas, SHORT was formally evaluated at the request of the BOARD on September 16, 1997 by Stanley E. Althof, Ph.D. and Stephen B. Levine, M.D., members of the Center for Marital and Sexual Health, Inc. (A copy of this evaluation is attached hereto but shall not be made a part hereof and shall not become a part of the public record as defined in the Ohio Revised Code); and

Whereas, SHORT admits the information contained herein; and

Whereas, the BOARD is well-informed of the conduct which gave rise to the misdemeanor allegations against SHORT and of his subsequent conviction and jail sentence; and

Whereas, the BOARD will not file formal disciplinary charges against SHORT for the aforesaid misdemeanor conviction on the condition that SHORT shall agree to satisfactorily complete the terms of this CONSENT AGREEMENT; and

Whereas, SHORT desires to enter into this CONSENT AGREEMENT as consideration for the BOARD refraining from the filing of disciplinary charges against him arising out of his misdemeanor conviction; and

Whereas, SHORT and the BOARD agree that avoidance of a formal disciplinary action against SHORT pursuant to the terms of this Consent Agreement is in the best interest of the state of Ohio, the BOARD and SHORT; and

Whereas, SHORT and the BOARD agree that the terms and conditions contained in this CONSENT AGREEMENT hereby settle all licensure and disciplinary issues that may have arisen out of SHORT's misdemeanor conviction in Parma Municipal Court; and

Whereas, SHORT and the BOARD hereby acknowledge that each has read and understands the rights and obligations enumerated hereunder and each has voluntarily entered into it without threat or promise by the other; and

Whereas, SHORT is fully aware that by signing this CONSENT AGREEMENT he is waiving his various statutory and constitutional 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, and the BOARD is fully aware that by signing this CONSENT AGREEMENT it is waiving its right to bring formal disciplinary charges against SHORT for his misdemeanor conviction in Parma Municipal Court.

**NOW THEREFORE IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:**

1. SHORT shall complete forty-two consecutive months of therapy (monthly or bi-monthly), commencing June 1995, at the Center for Marital and Sexual Health, Inc.; and
2. SHORT shall attend weekly Alcoholics Anonymous and Sex and Love Addicts Anonymous meetings; and
3. SHORT shall only practice social work with an agency and shall not conduct a private practice; and
4. SHORT shall restrict his practice to adults except when he may be conducting a family therapy session in which case minor children shall be accompanied by an adult family member; and

5. **SHORT** shall be supervised by an licensed independant social worker who shall be pre-approved and appointed by the **BOARD** and who may be requested by **SHORT** and who will provide the **BOARD** with quarterly written reports regarding **SHORT's** compliance with the specific terms and conditions of this **CONSENT AGREEMENT**; and
6. During the pendency of this **CONSENT AGREEMENT**, the **BOARD** shall not initiate any disciplinary action against **SHORT** for events that may have arisen out of the events described in this **CONSENT AGREEMENT**; and
7. Subsequent to the termination of this **CONSENT AGREEMENT**, the **BOARD** shall not initiate any disciplinary action against **SHORT** for events that may have arisen out of the events described in this **CONSENT AGREEMENT** if he (**SHORT**) shall have satisfactorily complied with the terms and conditions of this **CONSENT AGREEMENT**; and
8. This **CONSENT AGREEMENT** shall terminate on June 1, 1999 under the following conditions:
  - a. **SHORT** shall obtain at his sole expense a re-evaluation by the Center for Marital and Sexual Health, Inc. no later than April 15, 1999; and
  - b. The Center for Marital and Sexual Health, Inc. may in its sole discretion and prior to May 1, 1999, submit its written objection to a termination of this **CONSENT AGREEMENT**, which objection shall be based solely upon its opinion that **SHORT** is mentally and psychologically incapable of practicing social work without further restrictions by the **BOARD**; if no objection is received by the **BOARD** by May 1, 1999, then and in that event this **CONSENT AGREEMENT** shall automatically terminate on June 1, 1999 without further action by **SHORT**; and
  - c. In the event that the Center for Marital and Sexual Health, Inc. submits an objection to a termination of this **CONSENT AGREEMENT**, **SHORT** and the **BOARD** agree hereby to automatically extend the term of this **AGREEMENT** for an additional twelve (12) month period afterwhich this paragraph 8 shall again control the method of termination of this **CONSENT AGREEMENT**.
9. This **CONSENT AGREEMENT** shall have no force and effect unless and until such time as it has been properly executed by both parties; until this document is signed, it shall not be construed nor offered to show either an admission of liability by **SHORT** or an acknowledgement of acceptable discipline by the **BOARD**.

10. SHORT shall deliver a copy of this signed CONSENT AGREEMENT to Candace Risen and to the director of the social work agency for whom he is currently employed.

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 March, 1998 MEETING.

THIS CONSENT AGREEMENT SHALL TAKE EFFECT UPON THE DATE OF THE LAST SIGNATURE BELOW.

SIGNED THIS 26<sup>th</sup> DAY OF FEBRUARY, 1998.

THE OHIO COUNSELOR  
AND SOCIAL WORKER BOARD by:

R Wilson  
CHAIR (or its Designee)

20 MAR 98  
(date)

[Signature]  
ROBERT E. SHORT

5/13/98  
(date)

J M B  
JONATHAN M. BOWMAN  
Assistant Attorney General

March 20, 1998  
(date)

[Signature]  
BLAISE C. GIUSTO  
Counsel for Robert E. Short

2-26-98  
(date)