

VOLUNTARY SURRENDER OF CERTIFICATE
TO PRACTICE MASSAGE

I, MICHAEL G. DROWN, am aware of my rights to representation by counsel, the right of being formally charged and having a formal adjudicative hearing, and do hereby freely execute this document and choose to take the actions described herein.

I, MICHAEL G. DROWN, stipulate and admit that I entered into a Consent Agreement with The Ohio State Board of Psychology effective October 25, 1993, a copy of which is attached hereto and incorporated herein.

I, MICHAEL G. DROWN, stipulate and admit to the same STATEMENTS and UNDERSTANDINGS that served as a basis for entering into the above-mentioned Consent Agreement with The Ohio State Board of Psychology. These STATEMENTS and UNDERSTANDINGS include that while rendering psychological services to Client E, I self-referred her for massage therapy, which I performed in my role as a practitioner of massage licensed by the State Medical Board of Ohio. I understand that Client E alleges that sexual contact occurred during the course of the massage, which alleged contact I deny. However, I do stipulate and admit to using faulty judgment in conducting massage with Client E and to allowing the therapeutic boundaries to become blurred, resulting in exploitation of the trust and dependency of Client E. Further, I stipulate and admit that my acts, conduct, and/or omissions, individually and/or collectively, as described in this Voluntary Surrender of Certificate to Practice Massage, constitute a violation of "a departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established," as that clause is used in Section 4731.22(B)(6)(a), Ohio Revised Code.

I, MICHAEL G. DROWN, do hereby voluntarily, knowingly, and intelligently surrender my certificate to practice massage, No. 33-004956 to the State Medical Board of Ohio, thereby relinquishing all rights to practice massage in Ohio, effective IMMEDIATELY.

I understand that as a result of the surrender herein that I am no longer permitted to practice massage in any form or manner in the State of Ohio.

I agree that I shall be ineligible for, and shall not apply for, reinstatement of certificate to practice massage No. 33-004956 or issuance of any other certificate pursuant to Chapters 4730. and 4731., Ohio Revised Code, on or after the date of signing this Voluntary Surrender of Certificate to Practice Massage. Any such attempted reapplication shall be considered null and void and shall not be processed by the Board.

I hereby authorize the State Medical Board of Ohio to enter upon its Journal an Order revoking my certificate to practice massage, No. 33-004956, in conjunction with which I expressly waive the provision of Section 4731.22(B), Ohio Revised Code, requiring that six (6) Board Members vote to revoke said certificate, and further expressly and forever waive all rights as set forth in Chapter 119., Ohio Revised Code, including but not limited to my right to counsel, right to a hearing, right to present evidence, right to cross-examine witnesses, and right to appeal the Order of the Board revoking my certificate to practice medicine and surgery.

I, MICHAEL G. DROWN, hereby release the State Medical Board of Ohio, its members, employees, agents and officers, jointly and severally from any and all liability arising from the within matter.

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OF OHIO

Voluntary Surrender
Michael G. Drown
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OF OHIO

This document shall be considered a public record as that term is used in Section 149.43 Ohio Revised Code.

Further, this information may be reported to appropriate organizations, data banks, and governmental bodies.

I stipulate and agree that I am taking the action described herein in lieu of formal disciplinary proceedings pursuant to Section 4731.22 (B)(6)(a), Ohio Revised Code.

Signed this 29 day of 11, 1993.

Michael Drown
SIGNATURE OF PRACTITIONER

Patricia L. Cooper
WITNESS
Michael Albert
WITNESS

Sworn to and subscribed before me this 29 day of
November, 1993.



PATRICIA L. COOPER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 1, 1998

Patricia L. Cooper
NOTARY PUBLIC

(This form must be either witnessed OR notarized)

Accepted by the State Medical Board of Ohio:

Carla S. O'Day
CARLA S. O'DAY, M.D.
SECRETARY

Raymond J. Albert
RAYMOND J. ALBERT
SUPERVISING MEMBER

11/29/93
DATE

12/14/93
DATE

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CONSENT AGREEMENT
BETWEEN
MICHAEL G. DROWN, PH.D.
AND
THE OHIO STATE BOARD OF PSYCHOLOGY

This CONSENT AGREEMENT is entered into by and between MICHAEL G. DROWN, (hereafter "DR. DROWN") and the OHIO STATE BOARD OF PSYCHOLOGY (hereafter "BOARD"), the state agency charged with enforcing Chapter 4732 of the Ohio Revised Code, and all rules promulgated thereunder.

DR. DROWN 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.

DR. DROWN 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 STATEMENTS and UNDERSTANDINGS:

1. DR. DROWN is a psychologist licensed to practice psychology in the State of Ohio, and is subject to all laws and rules of Ohio regulating the practice of psychology.
2. From March, 1989, through July, 1993, DR. DROWN delivered psychological services to Client I. In calendar year 1991, DR. DROWN entered into a dual sexual relationship with Client I. DR. DROWN'S conduct, in the treatment of Client I, constitutes "violating any rule of professional conduct promulgated by the Board," within the meaning of ORC section 4732.17 (G). DR. DROWN'S conduct violates OAC rule 4732-17-01 (E) (3), Dual Relationship Affecting Client's Judgment, which provides that "A psychologist..., in interacting with any current client...shall not... engage in sexual intercourse or other physical intimacies with him/her."
3. During the time period from September, 1992, through October, 1992, DR. DROWN delivered psychological services to Client E. While rendering psychological services to Client E, DR. DROWN self-referred her for massage therapy, which he performed in his role as a Licensed Massage Therapist. Client E alleges sexual contact

occurred during the course of the massage, which alleged contact DR. DROWN denies. However, DR. DROWN admits to using faulty judgment in conducting massage with Client E and to allowing the therapeutic boundaries to become blurred, resulting in exploitation of the trust and dependency of Client E.

DR. DROWN'S conduct, in the treatment of Client E, constitutes "violating any rule of professional conduct promulgated by the Board," within the meaning of ORC section 4732.17 (G).

DR. DROWN'S conduct violates OAC rule 4732-17-01 (C) Welfare of the Client (3), Dependency, which provides that "Due to inherently influential position, a psychologist or school psychologist shall not exploit the trust or dependency of any clients."

Further, DR. DROWN'S conduct violates OAC rule 4732-17-01 (E) Impaired Objectivity and Dual Relationships (1) Impaired Psychologist or School Psychologist, which provides that "A psychologist...shall not undertake or continue professional relationships with a client...when the objectivity or competency of the psychologist...is or could reasonably be expected to be impaired due to mental, emotional, physiologic, pharmacologic, or substances abuse conditions. If such a condition develops after a professional relationship has been initiated, the psychologist...shall terminate the professional relationship in an appropriate manner, shall notify the client of the termination in writing, and shall assist the client in obtaining services from another professional."

4. At the BOARD'S request, DR. DROWN agreed to a psychological evaluation, the results of which indicated DR. DROWN suffers impairment and cannot practice with safety to his clients. On October 8, 1993, DR. DROWN signed an agreement with the BOARD which immediately suspended his license, pending receipt of the written recommendations from the evaluator. The written recommendations were received on October 18, 1993, and were used as a partial basis for the terms of this CONSENT AGREEMENT.

Based upon the above STATEMENTS and UNDERSTANDINGS, the BOARD and DR. DROWN agree as follows:

- A. DR. DROWN'S license to practice psychology shall be suspended indefinitely, effective October 25, 1993. During the indefinite suspension, DR. DROWN shall not practice psychology as defined in ORC Chapter 4732 in any institution or agency or in any form of private practice. DR. DROWN shall not supervise the provision of psychological services, nor shall he deliver services of a psychological nature under the supervision of a physician, psychologist, or other mental health professional.
- B. DR. DROWN shall enter into a therapeutic relationship with an appropriate psychologist, approved by the BOARD, specifically for the purpose of overcoming his current impairment. DR. DROWN hereby gives the BOARD express authority to obtain information concerning his treatment from the psychologist.

Within two weeks of signing of this CONSENT AGREEMENT, DR. DROWN shall cause to have submitted to the BOARD a notarized statement from the psychologist confirming his/her knowledge of the terms of the CONSENT AGREEMENT and his/her involvement as therapist. Failure to have the notarized statement on file within the two week period will result in the CONSENT AGREEMENT being declared null and void.

If, in the future, the psychologist and DR. DROWN decide to make a transfer to a new therapist, (subject to the approval of the BOARD), DR. DROWN shall fully inform the new therapist of the terms of this CONSENT AGREEMENT, and the new therapist shall agree to cooperate fully with the BOARD. All other conditions of section (B) will apply to the new therapist.

- C. DR. DROWN shall continue to cooperate fully with the Program for Professionals, which will perform clinical evaluations every four months (3 times per year) and report evaluation results to the BOARD on a thrice-per-year basis. All costs of the evaluations will be paid by DR. DROWN. DR. DROWN agrees that the Program for Professionals may consult with/report to his therapist.

Within two weeks of signing of this CONSENT AGREEMENT, DR. DROWN shall cause to have submitted to the BOARD a notarized statement from the Program for Professionals confirming its knowledge of the terms of the CONSENT AGREEMENT and its involvement as evaluator. Failure to have the notarized statement on file within the two week period will result in the CONSENT AGREEMENT being declared null and void.

- D. On a thrice-per-year basis, following each evaluation, the BOARD, through the office of the President or another member whom the President may designate, will make a determination whether the results of the evaluation indicate that DR. DROWN may resume practice and the conditions under which said practice will be resumed. Should DR. DROWN resume practice, he will deliver only such psychological services as are expressly authorized in writing by the President of the BOARD in consultation with the Program for Professionals.
- E. Prior to returning to professional practice, DR. DROWN shall arrange for a monitor in the form of a licensed psychologist acceptable to both the BOARD and DR. DROWN, who shall have expertise in the approaches and methods used by DR. DROWN in his practice. DR. DROWN agrees to comply with all terms and conditions for monitoring which the BOARD will establish at the time DR. DROWN returns to practice.
- F. Dr. DROWN shall obey all federal, state, and local laws and all laws and rules governing the practice of psychology in the state of Ohio. In the event DR. DROWN is cited for, indicted for, convicted of, or pleads guilty to any offense, he must immediately notify the BOARD and the Program for Professionals.
- G. In exchange for the agreements of DR. DROWN set forth in this CONSENT AGREEMENT, the BOARD agrees not to proceed further with any disciplinary action against DR. DROWN for the matters contained in and described in the paragraphs numbered (2) and (3) under STATEMENTS and UNDERSTANDINGS.
- H. This CONSENT AGREEMENT shall not in any way or manner limit or affect the authority of the BOARD to proceed against DR. DROWN by initiating a Notice of Opportunity for Hearing or by other appropriate means on the basis of any act, conduct, or admission of DR. DROWN justifying disciplinary action which occurred before or after the date of this CONSENT AGREEMENT and is not directly related to the specific facts and circumstances set forth in the paragraphs numbered (2) and (3) under STATEMENTS and UNDERSTANDINGS.
- I. 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. DR. DROWN 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.

J. DR. DROWN waives any and all claims or causes of action he may have against the State of Ohio, the BOARD, and members, officers, employees and/or agents of either, arising out of matters which are the subject of this CONSENT AGREEMENT.

K. The BOARD shall incorporate this CONSENT AGREEMENT into a formal Journal Entry at its October 22, 1993, meeting.

This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code.

This CONSENT AGREEMENT is not an adjudication order within the meaning of Section 119.01 (D) of the Ohio Revised Code.

If, in the discretion of the BOARD, DR. DROWN appears to have breached any terms or conditions of this CONSENT AGREEMENT, the BOARD reserves the right to declare the CONSENT AGREEMENT null and void. Once declared null and void, the BOARD then may undertake further investigation and/or review of DR. DROWN'S status.

Upon consent of DR. DROWN and the BOARD, the terms and conditions of this CONSENT AGREEMENT may be modified or terminated in writing.

This CONSENT AGREEMENT shall take effect on October 25, 1993.

THE OHIO STATE BOARD OF PSYCHOLOGY
BY:

Michael Drown
MICHAEL G. DROWN, Ph.D.

Joyce Alexander Ph.D.
JOYCE ALEXANDER, Ph.D.
President

10/22/93
DATE

10/22/93
DATE

Cindy Martin
CINDY MARTIN
Assistant Attorney General for
the State Board of Psychology

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