

2015 APR 24 P 2 59

**CONSENT AGREEMENT
BETWEEN
LAURA C. ESHELMAN
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between LAURA C. ESHELMAN, hereinafter, "ESHELMAN," 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.

ESHELMAN hereby acknowledges that she 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.

ESHELMAN is fully aware of her rights, including her right to be advised by counsel and her 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. ESHELMAN is a professional counselor (C-0501316) 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. ESHELMAN received her counseling license on March 17, 2006.
2. ESHELMAN entered into a sexual relationship with a former client beginning in 2011, less than one year after terminating the counseling relationship. ESHELMAN'S conduct constitutes a violation of Ohio Revised Code Section 4757.36(C)(1) and Ohio Administrative Code Section 4757-5-04(C).
3. ESHELMAN admits the statements referenced in paragraph 2 above.

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

Consent Agreement between Laura C. Eshelman and the State of Ohio Counselor, Social Worker, Marriage and Family
Therapist Board

1. ESHELMAN'S license to practice counseling is hereby indefinitely **SUSPENDED** for a minimum of five (5) years beginning April 14, 2015. ESHELMAN must renew her license during the period of suspension if she intends to re-enter the field.
2. Before the suspension will be lifted, ESHELMAN shall obtain a mental health/fitness for duty assessment by a Board approved mental health provider. ESHELMAN must obtain BOARD pre-approval before scheduling an assessment. If for any reason this firm is unable to provide the assessment, the Board will determine where the assessment will be taken. Once ESHELMAN obtains the required assessment, ESHELMAN can petition the BOARD in writing, to lift the suspension. The BOARD will consider the findings of the evaluation in deciding to lift the suspension. All costs related to this assessment are borne by ESHELMAN.
3. If the BOARD lifts ESHELMAN'S suspension, she shall not work in a private practice setting without prior written approval of the Board.

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

By her signature on this **CONSENT AGREEMENT**, ESHELMAN 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. ESHELMAN agrees that should the BOARD reject this **CONSENT AGREEMENT** and if this case proceeds to hearing, she will assert no claim that the BOARD was prejudiced by its review and discussion of this **CONSENT AGREEMENT** or of any information relating thereto. ESHELMAN 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. All parties to this Consent Agreement understand that this information will be sent to the United States Department of Health and Human Services' National Practitioner Data Bank (NPDB), pursuant to Title IV of Public Law 99-660, the Healthcare Quality Improvement Act of 1986, as amended; Section 1921 of the Social Security Act; and Section 1128E of the Social Security Act, as amended by Section 221(a) of the Health Insurance Portability and Accountability Act of 1996. The BOARD shall incorporate this **CONSENT AGREEMENT** into a formal journal entry at its May, 2015, meeting.

Consent Agreement between Laura C. Eshelman and the State of Ohio Counselor, Social Worker, Marriage and Family Therapist Board

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


Laura C. Eshelman, LPC

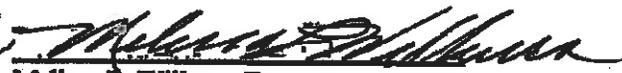
4/21/15
Date


Steven Polovick, LSW, MS
Chair, Counselor, Social Worker, Marriage and Family Therapist Board

5-22-15
Date



Douglas Graff, Esq.
Attorney for Ms. Eshelman
4/24/15
Date



Melissa L. Wilburn, Esq.
Assistant Attorney General
April 21, 2015
Date

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

2012 MAY -7 P 1: 28

This CONSENT AGREEMENT is entered into by and between LAURA ESHELMAN, hereinafter, "ESHELMAN" 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.

ESHELMAN hereby acknowledges that she 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. ESHELMAN is fully aware of her rights, including her right to be advised by counsel and her 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

This CONSENT AGREEMENT is entered into on the basis of the following stipulations and, understandings:

1. ESHELMAN is a professional counselor (C-0501316) 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 Section 4757 and Ohio Administrative Code Chapter 4757. ESHELMAN received her counselor license on March 17, 2006.
2. On May 20, 2011, the Board ordered ESHELMAN to submit to a psychiatric evaluation pursuant to OAC 4757-11-02(B). The evaluator recommended ESHELMAN be supervised in her practice of counseling and that she participate in ongoing treatment for an extended period or indefinitely..
3. ESHELMAN admits the statements contained in paragraphs one and two, above.

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

- A. **ESHELMAN** will participate in treatment with her current treating psychiatrist Brooke Wolfe, M.D. Suite 430, 3960 Orange Place, Beachwood, Ohio 44122 VOICE: 216-464-5330, 440-871-0951, Fax: 216-464-5332 on an ongoing mental health treatment for a two (2) year period from the date set forth below. **ESHELMAN** will participate in her mental health treatments on a monthly basis or for any periodic treatments that her treating psychiatrist determines necessary. All costs associated with these treatments are at **ESHELMAN'S** expense. Brooke Wolfe, M.D. Or **ESHELMAN'S** treating psychiatrist will provide the **BOARD** with quarterly reports entailing issues discussed in her treatment and/or counseling, professional ethics, boundaries and responsibilities, and other issues the practitioner deems appropriate. At the end of the mandated two (2) year period, the treating psychiatrist shall provide the **BOARD** with a report encompassing areas of improvement, areas of concern (if any) and if in the practitioner's professional opinion, **ESHELMAN** is able to function properly as a counselor.
- B. Should Brooke Wolfe, M.D no longer be able to provide such psychiatric services, **ESHELMAN** must submit the name, contact information, and professional resume or vitae to the **BOARD'S** Deputy Director no later than within thirty (30) days, to obtain pre-approval of a new psychiatrist. Once approved, the practitioner will provide the **BOARD** with quarterly reports entailing issues discussed in counseling, professional ethics, boundaries and responsibilities, and other issues the practitioner deems appropriate. At the end of the mandated two (2) year period, the said practitioner shall provide the **BOARD** with a report encompassing areas of improvement, areas of concern (if any) and if in the practitioner's professional opinion, **ESHELMAN** is able to function properly as a counselor.
- C. **ESHELMAN** shall be supervised in her practice of counseling and receive face-to-face clinical supervision at the rate of one hour per every 40 hours of work for a two (2) year period. Eshelman's supervisor must be preapproved by the board, hold an independent level license and should not have a prior relationship with **ESHELMAN**. **ESHELMAN** shall submit a request in writing for approval of the supervisor including the supervisors curriculum vita no later than two weeks after the signing of this consent agreement. If a previous relationship exists, **ESHELMAN** must provide full disclosure of such a relationship in the request for clinical supervisor approval. All costs associated with supervision will be at Eshleman's expense. Eshelman's clinical supervisor shall submit quarterly reports to the board for the entire period detailing topics discussed during supervision sessions, areas of concern, areas of improvement and make a recommendation with regard **ESHELMAN'S** suitability to practice. **ESHELMAN** shall submit a final report encompassing her area of growth during the clinical supervision.

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

By her signature on this CONSENT AGREEMENT, **ESHELMAN** 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. **ESHELMAN** agrees that should the **BOARD** reject this CONSENT AGREEMENT and if this case proceeds to hearing, she will

DRAFT: CSWMFT Board: March 27, 2012

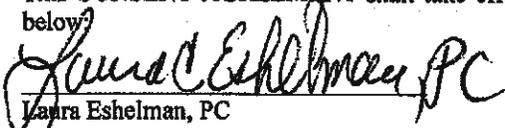
introduced in any disciplinary action or appeal by either party. ESHELMAN agrees that should the BOARD reject this CONSENT AGREEMENT and if this case proceeds to hearing, she will assert no claim that the BOARD was prejudiced by its review and discussion of this CONSENT AGREEMENT or of any information relating thereto.

ESHELMAN 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 not be considered a public record as that term is used in Section 149.43(A)(1)(a) 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 ESHELMAN'S social security number to requesting governmental agencies.

The BOARD shall not incorporate this CONSENT AGREEMENT into a formal journal entry at its May, 2012, meeting, but mark the record to be confidential in conformance with O.R.C. sec. 149.43(A)(1)(a).

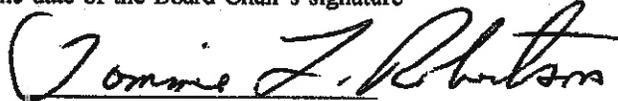
This CONSENT AGREEMENT shall take effect upon the date of the Board Chair's signature below


Laura Eshelman, PC

4/16/12
Date


Douglas B. Graff, Esq.
Attorney for Ms. Eshelman

4/15/12
Date


Tommie L. Robertson, LIMFT
Chair Counselor, Social Worker
Marriage and Family Therapist Board

5-18-12
Date


Melissa L. Wilburn, Esq.
Assistant Attorney General
Counselor, Social worker, Marriage
and Family Therapist Board

5-18-12
Date