

**CONSENT AGREEMENT
BETWEEN
LISA K. PEABODY
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between LISA K. PEABODY, hereinafter, "**PEABODY**," 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.

PEABODY 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.

PEABODY 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. Should **PEABODY** fail to comply with any provisions of this CONSENT AGREEMENT, **PEABODY** knowingly waives her 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. **PEABODY** is an independent social worker (I-2027) 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 Ohio Revised Code Chapter 4757 and Ohio Administrative Code Chapter 4757. **PEABODY** received her independent social work license on June 20, 1986.
2. On or about December 12, 2001, **PEABODY** wrote a letter to the Cuyahoga County Court of Common Pleas indicating that Person #1 is "psychotic" and later indicating that Person #1 is "like most psychotic/delusional individuals." **PEABODY** did not have any direct contact or perform any testing or evaluation of Person #1, instead relying on information communicated by third parties to reach her conclusions. Such conduct constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(B)(1)(b) and/or Ohio Administrative Code Section 4757-5-01(B)(2).

3. **PEABODY** failed to remain objective within her professional relationship with Client #1 and subsequent letter concerning Person #1. Continuing a professional relationship with impaired objectivity constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(C)(1).
4. **PEABODY ADMITS** the allegations referenced in paragraphs 2-3 above.

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

1. **PEABODY'S** license to practice social work is hereby **REPRIMANDED**.
2. **PEABODY** must receive face-to-face supervision, by an individual pre-approved by the Board, one hour every week for a period of two years. **PEABODY** should not select a supervisor with which she has a prior relationship. If any previous relationship with the supervisor exists, **PEABODY** must provide full disclosure of such a relationship in the request for supervisor approval. Supervision should focus on but not limited to **PEABODY'S** role in professional relationships, ethical decision-making, and maintaining appropriate professional boundaries. At the end of each year of supervision, **PEABODY'S** supervisor is required to submit a report to the **BOARD** detailing topics discussed during supervision sessions, areas of concern, and areas of improvement. However, if **PEABODY'S** supervisor is concerned with **PEABODY'S** practice at any time, The **BOARD** should be notified immediately. It is **PEABODY'S** responsibility to ensure that the **BOARD** receives the supervisor's reports.
3. **PEABODY** must take and pass a social work ethics course. The course must be taken for credit, part of a social work program from an accredited university, and pre-approved by the Board. Once **PEABODY** successfully completes this course, **PEABODY** must ensure official transcripts are sent directly from the university to the attention of the Investigation Unit at the Board office. The transcript verifying completion is due in the Board office no later than January 31, 2006. The credit earned from the course may not be used toward the thirty (30) hours of continuing education required for license renewal. All costs associated with the course are at the expense of **PEABODY**.

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**, **PEABODY** acknowledges that in the event the **BOARD**, in its discretion, does not approve this **CONSENT AGREEMENT**,

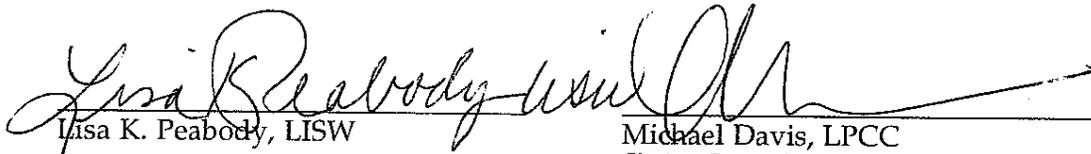
this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. PEABODY agrees that should the BOARD reject this CONSENT AGREEMENT and if this case proceeds to hearing, she will assert no claim that the BOARD was prejudiced by its review and discussion of this CONSENT AGREEMENT or of any information relating thereto.

PEABODY 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 3123.41 et seq. the BOARD may be required to provide PEABODY'S social security number to requesting governmental agencies.

The BOARD shall incorporate this CONSENT AGREEMENT into a formal journal entry at its July 16, 2004, meeting.

This Consent Agreement will become effective on the date signed by the Chair of the Board.



Lisa K. Peabody, LISW

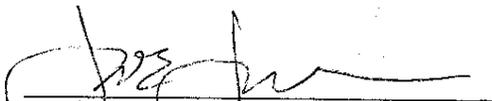
6/24/04

Date

Michael Davis, LPCC
Chair, Counselor, Social Worker, Marriage and Family Therapist Board

7-16-04

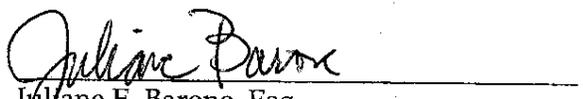
Date



Michael E. Murman, Esq.
Counsel for Ms. Peabody

6/24/04

Date



Juliane E. Barone, Esq.
Assistant Attorney General
Counselor, Social Worker, Marriage and Family Therapist Board

7-16-04

Date