
**CONSENT AGREEMENT
BETWEEN
MELISSA E. COAN
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND
FAMILY THERAPIST BOARD**

CSWMFTB

2016 MAR 11 P 12:05

This CONSENT AGREEMENT is entered into by and between MELISSA E. COAN, hereinafter, "COAN," 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.

COAN 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.

COAN 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. COAN is a professional counselor (C.0501110) 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. COAN received her professional counselor license on May 18, 2007.
2. On November 20, 2015, COAN was ordered to obtain a mental health examination pursuant to Ohio Revised Code 4757.36(C)(6) and Ohio Administrative Code Section 4757-11-02(B).

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

1. COAN'S license to practice as a professional counselor

(C.0501110) is restricted. COAN may not be in solo private practice for a minimum of two years. After, a minimum of two years, COAN can petition the BOARD to rescind this restriction if she, in consultation with her supervisor and mental health practitioner/therapist, believes she is able to be in solo private practice but the final decision to lift this restriction is with the Board's Counselor Professional Standards Committee. The Committee may require COAN to obtain a new mental health evaluation. COAN may not petition the Board to rescind this restriction until she can present evidence of a minimum of two years full time employment as an LPC.

2. COAN must be supervised in all aspects of her counseling practice and receive face to face supervision at the rate of one hour every 20 hours worked, based on a 40 hour work week, for a two-year period. If COAN is not working full time, this supervision requirement will be extended indefinitely until COAN completes the equivalent of two years of full time employment. COAN'S supervisor must be pre-approved by the Board and should not have a prior relationship with COAN. COAN'S supervisor must be an on-site supervisor at the agency where COAN is employed. All costs, if any, associated with the supervision are at COAN'S expense. The request for supervisor approval must be made in writing and include a copy of the supervisor's *curriculum vitae*. COAN may not start any employment as an LPC until this supervision requirement is in place. Supervision should focus on, but not limited to, ethical decision making, personal accountability, record keeping, professional boundaries and treatment issues.

Supervision should be considered training in nature and should not be limited to simply approving or denying case plans. COAN'S supervisor must submit reports every other month to the BOARD for the entire supervision period detailing topics discussed in supervision sessions, areas of concern, and areas of improvement and make a recommendation with regards to COAN'S suitability to practice.

It is COAN'S responsibility to ensure that the BOARD receives all supervision reports. If at any time COAN'S supervisor believes that COAN'S ability to practice as professional counselor is compromised, she/he must report this to the BOARD immediately. COAN'S failure to obtain the mandatory supervision at the required rate shall be considered non-compliant with this requirement.

COAN must immediately notify the Board in writing if she leaves her employment for any reason.

3. COAN must receive personal counseling from a BOARD approved mental health practitioner for a period of two (2) years. COAN is required to meet with this mental health practitioner for a minimum of two (2) one hour sessions a month. All costs associated with this counseling are at COAN'S expense. COAN must submit the name, contact information, and professional resume or vitae to the BOARD'S Deputy Director no later than April 4, 2016, to obtain pre-approval per this requirement. Once approved, the practitioner with provide the BOARD with quarterly reports detailing issues discussed in counseling and other issues the practitioner deems appropriate. At the end of the two year mandated counseling period, the practitioner shall provide the BOARD with a report encompassing the overall counseling period. It is COAN'S responsibility to ensure the Board obtains the reports in a timely manner.
4. Should COAN not fully comply with all requirements of this CONSENT AGREEMENT, the BOARD may initiate further and likely more severe penalties.

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, COAN 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. COAN 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.

COAN 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 March 2016, meeting.

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

Melissa E. Coan, LPC
Melissa E. Coan, LPC

Date

Margaret A. Knerr, IMFT-S
Margaret A. Knerr, IMFT-S
Chair, Counselor, Social Worker, Marriage and Family Therapist Board

3-17-16

Date

Ann Veneziano
Ann Veneziano, Esq.
Counsel for Ms. Coan

2/29/16

Date

Melissa L. Wilburn
Melissa L. Wilburn, Esq.
Senior Assistant Attorney General

March 15, 2016

Date