

**CONSENT AGREEMENT
BETWEEN
TERESA M. JOHNSON
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between TERESA M. JOHNSON, hereinafter, "JOHNSON," 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 thereunder.

JOHNSON 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.

JOHNSON 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. JOHNSON is a professional counselor (C.1500696) 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. JOHNSON received her professional counselor license on September 5, 2015.
2. In November 2018, JOHNSON submitted a form advising that a client had a mental health diagnosis that warranted an emotional support animal. JOHNSON acted outside the scope of practice of an LPC in that she did not obtain the required supervision of her clinical work. JOHNSON'S actions constitute a violation of Ohio Revised Code Section 4757.36(C)(8) and Ohio Administrative Code Section 4757-15-01(C).
3. In December 2018, JOHNSON completed a document stating that she and the same client referenced in paragraph.2 above

spoke on the phone extensively. In reviewing the client file, these phone calls were not documented as required. **JOHNSON'S** inaccurate record keeping constitutes a violation of Ohio Revised Code Section 4757.36(C)(1) and Ohio Administrative Code Section 4757-5-09(B).

4. In January 2019, **JOHNSON**, in response to a letter from the Board requesting information, supplied the name of her clinical supervisor stating this clinical supervisor is overseeing and signing off on her diagnoses. When contacted, this clinical supervisor stated she was not **JOHNSON'S** clinical supervisor, had never reviewed any client records prepared by **JOHNSON**, and had never signed off on any diagnosis rendered by **JOHNSON**. **JOHNSON'S** providing false information to the Board in a Board investigation constitute a violation of Ohio Revised Code Section 4757.36(C)(1) and Ohio Administrative Code Section 4757-11-01(C)(18).

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

1. **JOHNSON'S** license to practice as a professional counselor is Reprimanded.
2. **JOHNSON** must take three (3) hours of continuing professional counselor education in the area of professional ethics. These hours must be pre-approved in writing by the Board's Deputy Director or his designee. After **JOHNSON** completes these hours, she must submit a copy of her attendance certificate(s) to verify her attendance for these hours. These hours must be completed and verification submitted no later than July 31, 2019. The credit earned from these hours may not be used toward the thirty (30) hours of continuing education required for license renewal. All costs associated with the CEUs are at the expense of **JOHNSON**.
3. **JOHNSON'S** license to practice as a professional counselor is restricted. **JOHNSON** may not be in solo private practice for a minimum of two years. After, a minimum of two years, **JOHNSON** can petition the **BOARD** to rescind this restriction. The final decision to lift this restriction is with the Board's Counselor Professional Standards Committee.
4. **JOHNSON** 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 **JOHNSON** is not working full time, this supervision requirement will be extended indefinitely until **JOHNSON** completes the equivalent of two years of full time employment. **JOHNSON'S** supervisor must be pre-approved by the Board and should not have a prior personal relationship with **JOHNSON**. **JOHNSON'S** supervisor must be an on-site supervisor at the agency where **JOHNSON** is employed. All costs, if any, associated with the supervision are at

JOHNSON'S expense. The request for supervisor approval must be made in writing and include a copy of the supervisor's *curriculum vitae*. 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. **JOHNSON'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 **JOHNSON'S** suitability to practice.

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

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

5. Should **JOHNSON** 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**, **JOHNSON** 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. **JOHNSON** 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.

JOHNSON 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

Consent Agreement between Teresa M. Johnson and the State of Ohio Counselor, Social Worker, Marriage and Family
Therapist Board

1996. The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its March 2019, meeting.

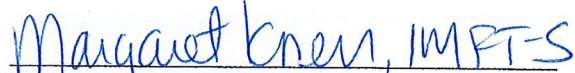
This CONSENT AGREEMENT shall take effect upon the date of the BOARD Chair's signature below:



Teresa M. Johnson, LPC

2-28-19

Date



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

3/21/19

Date