

**CONSENT AGREEMENT
BETWEEN
HEATHER L. GEARS
AND THE
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND
FAMILY THERAPIST BOARD**

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This CONSENT AGREEMENT is entered into by and between HEATHER L. GEARS, hereinafter, "GEARS," 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.

GEARS 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.

GEARS 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. **GEARS** is a professional clinical counselor (E.0004046) 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. **GEARS** received her professional clinical counselor license on September 19, 2003.
2. In December 2015, the Board received a complaint against **GEARS'** license. As part of that investigation, **GEARS** met with a Board representative and admitted she was impaired due to her usage of alcohol. **GEARS** stated she understood she needed to maintain her sobriety and she was encouraged to seek treatment. **GEARS** was told that if the Board received information that she had relapsed, the Board would initiate formal discipline.
3. On or about January 17, 2017, the Board received information that **GEARS** had relapsed and had violated her probation with

the Defiance Municipal Court.

- 4 **GEARS** admits the statements referenced in paragraphs 2-3 above.

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

1. **GEARS'** license to practice as a professional clinical counselor (E.0004046) is suspended from March 17, 2017, through March 17, 2019.
2. After the suspension has been lifted, **GEARS** is not permitted to be in private practice for a 5 year period, until March 17, 2024.
3. During the period of suspension, **GEARS** must receive personal counseling from a **BOARD** approved mental health practitioner for a period of two (2) years. **GEARS** 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 **GEARS'** expense. **GEARS** must submit the name, contact information, and professional resume or vitae to the **BOARD'S** Deputy Director no later than March 30, 2017, to obtain pre-approval per this requirement. Once approved, the practitioner will 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 **GEARS'** responsibility to ensure the Board obtains the reports in a timely manner.
4. Should **GEARS** not fully comply with all requirements of this **CONSENT AGREEMENT**, the **BOARD** will 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**, **GEARS** 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. **GEARS** agrees that should the **BOARD** reject this **CONSENT AGREEMENT** and if this case

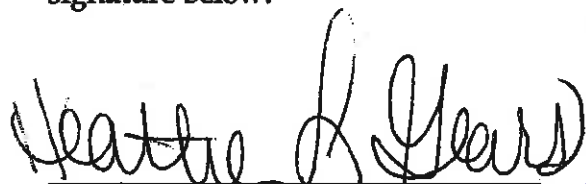
proceeds to hearing, she will assert no claim that the BOARD was prejudiced by its review and discussion of this CONSENT AGREEMENT or of any information relating thereto.

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

The BOARD shall incorporate this CONSENT AGREEMENT into a formal journal entry at its March 2017, meeting.


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




Heather L. Gears, LPCC

for 

Matthew J. Paylo, Ph.D., LPCC-S
Chair, Counselor, Social Worker, Marriage and Family Therapist Board



Date



Date