CSWMFTB

2012 SEP -7 A 10: 18

CONSENT AGREEMENT BETWEEN MICHAEL N. TESLER AND THE STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND FAMILY THERAPIST BOARD

This CONSENT AGREEMENT is entered into by and between MICHAEL N. TESLER, hereinafter, "**TESLER,**" 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.

TESLER hereby acknowledges that he 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.

TESLER is fully aware of his rights, including his right to be advised by counsel and his 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. **TESLER** is a professional counselor (C.0701178) 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. **TESLER** received his professional counselor license on September 18, 2009.

2. In March 2012, **TESLER** was employed as a counselor at a mental health agency in Beachwood, Ohio. Over the course of **TESLER'S** employment with the agency starting approximately in late 2010, **TESLER** falsified client records by creating case notes/billings that reflected services that were not provided. **TESLER'S** actions constitute a violation of Ohio Revised Code Section 4757.36(C)(1) and Ohio Administrative Code Section 4757-5-09(B).

3. **TESLER** 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, **TESLER** knowingly and voluntarily agrees with the **BOARD** to the following terms and conditions:

1. **TESLER'S** license to practice counseling (C.0701178) is hereby **REPRIMANDED.**

2. **TESLER** must be monitored in all aspects of his practice of counseling and receive face-to-face monitoring at the rate of one hour per every forty hours of work for a two (2) year period. **TESLER'S** monitor must be pre-approved by the **BOARD** in writing and hold an independent level license and should not have a prior relationship with **TESLER.** If a previous relationship exists, **TESLER** must provide full disclosure of such a relationship in the request for monitor approval. All costs associated with monitoring, if any, will be at **TESLER'S** expense. The request for monitor approval must be made in writing, include a copy of the monitor's vita or resume and be submitted no later than two weeks after the consent agreement is finalized. Monitoring should focus on, but not be limited to, ethical decision making, record keeping and standards of care expected of a licensed mental health provider. Monitoring should be considered training in nature and should not be limited to simply approving and denying case plans. **TESLER'S** monitor must submit quarterly reports to the **BOARD** for the entire two-year period detailing topics discussed during monitoring sessions, areas of concern, areas of improvement and make a recommendation with regards to **TESLER'S** suitability to practice. However, if **TESLER'S** monitor is concerned with **TESLER'S** practice at any time during the probationary period the **BOARD** should be notified immediately. It is **TESLER'S** responsibility to ensure that the **BOARD** receives all monitoring reports.

3. **TESLER** must receive face to face personal counseling from a **BOARD** pre-approved independently licensed mental health practitioner for a period of two (2) years. All costs associated with this counseling are at **TESLER'S** expense. Counseling shall be at a minimum of twice a month for two one-hour long sessions. **TESLER** must submit the name, contact information, and professional resume or vitae to the **BOARD'S** Deputy Director no later than two weeks after this consent agreement is finalized to obtain pre-approval. Once approved, the mental health practitioner with provide the **BOARD** with quarterly reports entailing issues discussed in counseling. At the end of the mandated counseling period, the mental health practitioner shall provide the **BOARD** with a report encompassing the counseling including areas of improvement, areas of concern (if any) and if in the practitioner's professional opinion, **TESLER** is able to function properly as a professional counselor.

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

By his signature on this CONSENT AGREEMENT, **TESLER** 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. **TESLER** agrees that should the **BOARD** reject this CONSENT AGREEMENT and if this case proceeds to hearing, he will assert no claim that the **BOARD** was prejudiced by its review and discussion of this CONSENT AGREEMENT or of any information relating thereto.

TESLER 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 **TESLER'S** social security number to requesting governmental agencies.

The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its September, 2012, meeting.

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

Michael N. Tesler, PC

9-5-12
Date

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

9-20-12
Date

Michael C. Hennenberg, Esq.
Counsel for Mr. Tesler

9/5/12
Date

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

9-21-12
Date