

COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSED PROFESSIONAL COUNSELORS
AGENCY CASE NO. 2021-LPC-00042

Kentucky Board of Licensed Professional Counselors, Complainant;

v.

Laura N. Moore, LPCC, License No. 103005, Respondent.

AGREED ORDER

The Kentucky Board of Licensed Professional Counselors (the "Board"), and Respondent Laura N. Moore, LPCC license #103005 ("Moore"), hereby agree as follows:

FACTS

1. On August 5, 2021, Moore forwarded the Board a letter indicating she was not then practicing as a counselor due to ethical considerations.
2. Moore reported that she was terminated from her employment as a mental-health therapist on July 1, 2021.
3. Moore reported that she had been arrested on July 2, 2021 after experiencing memory concerns and psychosis. Moore was charged with wanton endangerment, disorderly conduct, criminal mischief, assault, harassment, and resisting arrest.
4. Moore was hospitalized and sought ongoing mental-health treatment.
5. On March 15, 2022, Moore pled guilty to amended charges. She was convicted of Wanton Endangerment 2nd Degree, Harassment, Disorderly Conduct 2nd Degree, and Resisting Arrest.

6. On September 2, 2021, Moore enrolled in an intensive outpatient mental-health program. She graduated from that program on October 18, 2021.

7. At the Board's request, Moore completed a fitness-for-duty evaluation with Dr. Edwin W. Gunberg on November 17, 2021. After conducting the evaluation procedure, Dr. Gunberg concluded that Moore was fit for duty, conditioned upon her maintaining her sobriety and receiving appropriate treatment for her mental-health condition.

8. The Board is authorized under KRS 335.515(7) and 335.540(1) to take disciplinary action against licensees. Sufficient evidence exists in this matter for the Board to take disciplinary action against Moore's credential. Moore agrees the Board may take disciplinary action against her for the above-described violations.

9. The Board is authorized under KRS 335.515(7) and 335.540(1) to impose supervisory or probationary conditions upon certificate holders. Moore agrees the Board may impose such conditions upon her license for the above-described violations.

10. Instead of pursuing a disciplinary hearing, the parties have mutually decided to resolve any potential disciplinary action by means of this Agreed Order.

The Board and Moore now therefore agree to this Agreed Order, which resolves Complaint Number 2021-LPC-00042 on the following terms and conditions:

FINDINGS

Moore admits the facts set forth herein. Moore acknowledges that the Board could find by a preponderance of the evidence that she engaged in conduct that violates the provisions KRS 335.540 and 201 KAR 36:040.

VOLUNTARY WAIVER OF RIGHTS

Moore has had the opportunity at all times to seek advice concerning this matter from competent counsel of her choice. No coercion has been exerted upon Moore, nor have any promises been made other than those reflected in this Agreed Order, to induce her to execute this Agreed Order. Moore has freely and voluntarily entered into this Agreed Order, motivated only by a desire to resolve the issues addressed herein. Moore has executed this Agreed order only after a careful reading of it and a full understanding of all of its terms. Moore waives the right to challenge any term or condition of this Agreed Order notwithstanding any other statutory provision of KRS 335.500 to 335.599, or 201 KAR Chapter 36. Moore expressly agrees those terms and conditions contained therein are exclusively a matter of private right.

Moore is fully aware of her rights to contest charges in a formal hearing. Those rights include: representation by an attorney at Moore's own expense, the right to a public hearing on any charges contained in the Board's formal complaint, the right to confront and cross-examine witnesses called to testify against Moore, the right to present evidence on Moore's behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on Moore's own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the Board's formal complaint, the right to obtain judicial review of the Board's decision, and the right to appeal any final order of the Board to the Circuit Court as otherwise allowed by KRS 335.550.

Moore understands that by entering into this Agreed Order she waives all of those rights in consideration for the Board's acceptance of this Agreed Order.

JURISDICTION

Moore acknowledges that the Board has jurisdiction over Moore and the conduct which has precipitated this Agreed Order. Moore also acknowledges that the Board has the legal power to take disciplinary action up to and including revocation of Moore's license to practice professional counseling in Kentucky. Moore acknowledges the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Agreed Order have been met to the satisfaction of the Board.

PUBLICATION

Moore acknowledges that, once adopted by the Board, this Agreed Order is considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. Further, Moore understands the Board is free to make any use it deems appropriate of the contents of this Agreed Order, which shall include the Board's ability to share the content of this Agreed Order with any governmental or professional board or organization, publication of a summary in the Board's newsletter, reporting under federal law, and availability via the Board's web site.

TERMS

In consideration of the mutual promises, covenants, and agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Moore shall execute and return a copy of this Agreed Order to the Board within thirty (30) days of receipt of the Agreed Order or it shall be null and void, and the Board may institute further disciplinary action.

2. The following conditions shall be placed on Moore's license for a period of two years:
 - a. Moore shall continue to receive appropriate mental-health therapy, including appropriate medication for her condition, and shall regularly present her status to the Board every six months for a period of two years; and.
 - b. Moore's counseling work shall be supervised by a licensed LPCC-S for two years. Moore shall be prohibited from performing counseling services until she submits to the Board and the Board approves a written supervision agreement in substantially the same form as that submitted by Licensed Professional Counselor Associates, with the approval and signature of a proposed supervisor LPCC-S. Moore shall be required to meet once weekly with that approved LPCC-S to supervise her work.
3. Moore agrees to commit no violations of statutes and regulations governing her license to practice as a Licensed Professional Clinical Counselor.
4. Upon approval of this Agreed Order by the Board, the Board shall dismiss complaint number 2021-LPC-00042. Any violation by Moore of the terms of this agreement shall be grounds for further action by the Board, including but not limited to the reopening of this complaint.
5. Moore agrees to permit and cooperate with the Board, its members, agents, and employees, and its Complaints Committee and representatives, to monitor Moore's compliance with the terms and conditions of this Agreed Order. Moore shall sign and file

any appropriate authorizations, releases, or both for information that may be requested by the Board or its representatives.

6. Moore acknowledges that at all times relevant hereto she has had the opportunity to retain and consult with competent legal counsel of her choosing.

7. All parties agree to take all actions necessary that would cause the conditions and obligations under this Agreed Order to become effective upon the effective date of this Agreed Order, or, in the event that additional documents may need to be executed after the effective date of this Agreed Order, the parties agree to cooperate with each other and execute such additional documents to effectuate the purposes as stated herein.

ACCEPTANCE BY THE BOARD

Moore acknowledges that this Agreed Order, after her execution of same, shall be presented to the Board with a recommendation for approval from the Board's Counsel at the next regularly scheduled meeting of the Board following receipt of the executed agreement. The Agreed Order shall not become effective until it has been approved by the Board and endorsed by the Chair of the Board. Moore understands the Board is under no obligation to accept or reject this Agreed Order, and hereby waives any right she may have had to challenge, based upon the presentation of this Agreed Order to the Board, the impartiality of the Board to hear an administrative action if this Agreed Order is rejected. If this Agreed Order is rejected by the Board, it shall be regarded as null and void, and of no effect. No statement or term contained in this Agreed Order will be regarded as evidence in any subsequent disciplinary hearing, nor shall any inference be taken from Moore's willingness to enter into this Agreed Order.

ENFORCEABILITY

All parties and their undersigned representatives warrant and represent that they have the requisite power and authority to enter into this Agreed Order and to effectuate the purposes herein, and that this Agreed Order shall be legally binding and enforceable against each party in accordance with terms of the Agreed Order.

EFFECTIVE DATE

The effective date of this Agreed Order shall be the date it is accepted by the Board and signed by the Chairperson of the Board.

CHOICE OF LAW, VENUE, AND TRIAL RIGHTS

This Agreed Order shall be governed in all respects by the laws of the Commonwealth of Kentucky. Any disputes arising under this Agreed Order shall be resolved in the Circuit Court of Franklin County, Kentucky; the parties consent and agree to the *in personam* jurisdiction of such Court. The parties agree that trial of any such litigation shall be by bench trial only, and each party hereby waives its right to jury trial in any dispute arising from this Agreed Order.

COSTS

The parties shall bear their respective costs.

MODIFICATION

This Agreed Order may not be altered, amended, or modified except by a written agreement executed by all parties.

RELEASE OF LIABILITY

Moore and Moore's executors, administrators, successors and assigns hereby release and forever discharge the Commonwealth of Kentucky, the Board, and the Public Protection Cabinet, and each of their members, agents, and employees in their individual and representative capacities

from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Moore ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this Agreed Order, or its administration.

ENTIRE AGREEMENT

This Agreed Order embodies the entire agreement between the Board and Moore. This Agreed Order shall constitute a binding contract between Moore and the Board, subject only to approval by the Board as set forth above. Moore shall not rescind, revoke, withdraw, or seek to modify this Agreed Order prior to or during its presentation to the Board at a regularly scheduled meeting of the Board.

HAVE SEEN AND AGREED:

Laura Moore

Laura N. Moore, LPCC, License No. 103005
Respondent

4-7-2022

Date

Andrea Brooks, PhD, LPCC-S

Dr. Andrea Brooks
Chair
Kentucky Board of Licensed Professional Counselors

4/22/2022

Date

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Agreed Order was mailed today by certified mail, return receipt requested and via electronic mail to:


Laura N. Moore, LPCC


Respondent

And via electronic mail to:

Michael Barnett
Kentucky Board of Licensed Professional Counselors
500 Mero Street
2 SW 19
Frankfort, Kentucky 40602
michael.barnett@ky.gov
Board Counsel

Date: May 23, 2022



Debra Bush
Board Administrator
Kentucky Board of Licensed Professional Counselors