

CSW/FTB

Mr. Moore completed the terms of the  
consent agreement as of 1/20/2006

2003 DEC 15 A 10:49

**CONSENT AGREEMENT  
BETWEEN  
WILLIAM T. MOORE  
AND THE  
STATE OF OHIO COUNSELOR, SOCIAL WORKER AND  
MARRIAGE AND FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between WILLIAM T. MOORE, hereinafter, "**MOORE**", and the STATE OF OHIO COUNSELOR, SOCIAL WORKER AND 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.

**MOORE** 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.

**MOORE** 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. Should **MOORE** fail to comply with any provisions of this CONSENT AGREEMENT, **MOORE** knowingly waives his rights under ORC Chapter 119.

This CONSENT AGREEMENT contains the entire agreement between the parties, 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. **MOORE** is a professional clinical counselor (E-1368) 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. **MOORE** received his professional clinical counselor license on March 17, 1990.
2. **MOORE** conducted a forensic evaluation that went beyond the scope of the written court order dated February 12, 2002. Such conduct constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(B)(1)(b).

3. **MOORE** submitted a report to the Court of Common Pleas, Montgomery County, Domestic Relations Division. Within the report **MOORE** acknowledged having previous contact and providing help to **Person #1**, a member of **Family #1**, prior to performing the forensic evaluation. **MOORE** then offered to provide treatment to **Family #1** based on the findings of the evaluation. **MOORE** failed to remain objective while performing the forensic evaluation of **Family #1**. Entering into a multiple relationship in which objectivity is impaired is a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(C)(1). Failing to follow the appropriate standard of care constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-5-01(B)(1)(b).
4. **MOORE ADMITS** the allegations referenced in paragraphs 2-3 above.

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

1. **MOORE'S** license to practice counseling is hereby **SUSPENDED** for a period of 3 months. The suspension will begin January 1, 2004 and will be lifted March 31, 2004.
2. Following **MOORE'S** suspension and once **MOORE** returns to work as a counselor he will be on probation for a period of 3 years. During the 3-year probationary period **MOORE** must receive face-to-face supervision one hour every week. **MOORE'S** supervisor must be pre-approved by the Board and should not have a prior relationship with **MOORE**. If any previous relationship exists, **MOORE** must provide full disclosure of such a relationship in the request for supervisor approval. All cost associated with supervision will be at **MOORE'S** expense. The request for supervisor approval must be made in writing, include a copy of the supervisor's vita and be submitted no later than two weeks prior to **MOORE** resuming practice. Supervision should focus on, but not be limited to, **MOORE'S** role in counseling relationships, ethical decision-making and proper assessment and reporting techniques. Supervision should be considered training in nature and should not be limited to simply approving and denying case plans. **MOORE'S** supervisor must submit quarterly reports to the Board for the first year of probation and semi-annual reports for the second and third year, detailing topics discussed during supervision sessions, areas of concern, areas of improvement and make a recommendation if **MOORE** should be permitted to continue in private practice. However, if **MOORE'S** supervisor is concerned with **MOORE'S** practice at any time during the probationary period the Board should be notified immediately. It is **MOORE'S** responsibility to ensure that the Board receives all supervisory reports.
3. If, during the probationary period, **MOORE** performs forensic

assessments or is asked to make a report of any kind to the court, he must have the approved supervisor review the final report along with the case file and gain approval prior to submitting any documentation to the court. The supervisor must sign and date the final page of the report and the signed copy must be maintained in the case file.

4. **MOORE** must take and pass a graduate level ethics course. The course must be taken for credit, letter grade, and be part of a counseling program from an accredited university. **MOORE** must have the course pre-approved by the **BOARD**. Once **MOORE** successfully completes the course, official transcripts must be sent directly from the university to the attention of the investigative supervisor at the board office. The transcript verifying completion is due in the board office no later than January 31, 2005. The credit earned from the course may not be used toward the (30) hours of continuing education units required for license renewal.
5. **MOORE** must complete 6 hours of continuing education in the area of forensic reporting. **MOORE** must gain pre-approval of the continuing education prior to registering for the course. Verification of completion of the 6 hours must be received no later than May 31, 2004. The hours earned from this course can be applied to the (30) necessary for license renewal.

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**, **MOORE** 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. **MOORE** 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.

If, in the discretion of the **BOARD**, **MOORE** appears to have breached any terms or conditions of this **CONSENT AGREEMENT**, the **BOARD** reserves the right to institute formal disciplinary proceedings against **MOORE**. Any action initiated by the **BOARD** based on alleged violations of this **CONSENT AGREEMENT** shall comply with the Administrative Procedures Act, Chapter 119 of the Ohio Revised Code.

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

The BOARD shall incorporate this CONSENT AGREEMENT into a formal journal entry at its \_\_\_\_\_, 2003, meeting.

This CONSENT AGREEMENT shall take effect upon the date of the last signature below:

THE OHIO COUNSELOR AND  
SOCIAL WORKER BOARD

William T. Moore  
William T. Moore, LPCC

11/26/03  
Date

Rose Quinones-DelValle  
Rose Quinones-DelValle, Ph.D., PCC  
Chair, Counselor Professional Standards Committee

8 Dec 03  
Date

Elizabeth Y. Collis  
Elizabeth Y. Collis, Esq.  
Counsel for Mr. Moore

12-1-03  
Date

Barbara Petrella  
Barbara Petrella, Esq.  
Assistant Attorney General  
Counselor, Social Worker and Marriage  
and Family Therapist Board

12-4-03  
Date

**CONSENT AGREEMENT  
BETWEEN  
WILLIAM T. MOORE  
AND THE  
STATE OF OHIO COUNSELOR, SOCIAL WORKER, MARRIAGE AND  
FAMILY THERAPIST BOARD**

This CONSENT AGREEMENT is entered into by and between WILLIAM T. MOORE, hereinafter, "**MOORE**," 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.

**MOORE** 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.

**MOORE** 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. Should **MOORE** fail to comply with any provisions of this CONSENT AGREEMENT, **MOORE** knowingly waives his rights under ORC Chapter 119 to a hearing on the allegations raised in the March 20, 2004 Notice.

This CONSENT AGREEMENT contains the entire agreement between the parties, 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. **MOORE** is a professional clinical counselor (E-1368) 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. **MOORE** received his professional clinical counselor license on March 17, 1990.
2. On December 8, 2003, **MOORE** and the Ohio Counselor, Social Worker and Marriage and Family Therapist Board finalized a Consent Agreement whereby **MOORE'S** professional clinical counselor license was suspended from January 1, 2004, through March 31, 2004. From

on or about January 9, 2004, through on or about February 11, 2004, **MOORE** continued to practice counseling on his suspended counselor license while employed at Advanced Therapeutic Services, Inc., Dayton, Ohio. **MOORE'S** conduct constitutes a violation of Ohio Revised Code Section 4757.36(A)(1) and Ohio Administrative Code Section 4757-7-02.

3. **MOORE ADMITS** the allegations referenced in paragraph 2 referenced above.

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

**MOORE'S** professional clinical counselor license is **REVOKED**. However, the revocation is **STAYED** provided **MOORE** complies with the following: (1) **MOORE** may not be employed in private practice as a professional clinical counselor; and (2) **MOORE** may not diagnose and treat mental and emotional disorders unless he is supervised by a professional clinical counselor, a psychologist, psychiatrist, or an independent social worker.

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**, **MOORE** 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. **MOORE** 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.

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

Consent Agreement between William T. Moore and the State of Ohio Counselor, Social Worker, Marriage and Family Therapist Board

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The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its September 2004, meeting.

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

  
\_\_\_\_\_  
William T. Moore, PCC

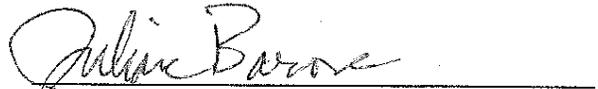
8-13-04  
Date

  
\_\_\_\_\_  
Rose Quinones-DelValle, PCC  
Chair, Counselor, Social Worker, Marriage and Family Therapist Board

Sept. 17, 2004  
Date

  
\_\_\_\_\_  
Elizabeth Y. Collis, Esq.  
Counsel for Mr. Moore

8/13/04  
Date

  
\_\_\_\_\_  
Juliane E. Barone, Esq.  
Assistant Attorney General  
Counselor, Social Worker, Marriage and Family Therapist Board

9-17-04  
Date