

Jane E. Weiler, #25276  
Assistant Attorney General  
Office of the Kansas Attorney General  
120 SW 10<sup>th</sup> Avenue, Second Floor  
Topeka, KS 66612-1597

**BEFORE THE KANSAS BEHAVIORAL SCIENCES REGULATORY BOARD**  
**700 SW Harrison Street, Suite 420**  
**Topeka, Kansas 66603-3929**

In the Matter of )  
RANDOLPH MOREDOCK, LCMFT )  
License No. 798 ) Case No. 19-CT-0025  
)  
Respondent/Licensee. )

**CONSENT AGREEMENT AND FINAL ORDER**

NOW on this 12 day of February, 2019, the above-captioned matter comes before the Kansas Behavioral Sciences Regulatory Board ("Board") by and through Assistant Attorney General Jane E. Weiler on behalf of the Board, and by agreement of Randolph Moredock, ("Licensee"), for the purposes of resolving the above-captioned matter.

The parties knowingly and voluntarily agree as follows:

1. On March 21, 2012, the Board issued Licensee a Licensed Clinical Marriage and Family Therapist ("LCMFT") license, No. 798 This license expires on May 31, 2020. Licensee is currently, and was at all times relevant to this Consent Agreement and Final Order, an LCMFT within the meaning of the laws relating the Kansas Marriage and Family Therapists Licensure Act, K.S.A 65-6401, *et seq.*, and amendments thereto.

**CASE NO. 19-BS-0020**

2. On or about May 14, 2018, Licensee submitted to the Board his reinstatement of his license that expired on March 31, 2018.

3. Licensee reported that he realized his license was expired in "late April."

4. In his reinstatement, Licensee admitted to seeing patients during the time that his license was expired, and that he knew his license was expired at that time. Additionally, Licensee admitted that he accepted new clients during this time.

#### **APPLICABLE LAW**

5. K.S.A. 65-6402(d): "Licensed clinical marriage and family therapist" means a person who engages in the independent practice of marriage and family therapy including the diagnosis and treatment of mental disorders specified in the edition of the diagnostic and statistical manual of mental disorders of the American psychiatric association designated by the board by rules and regulations and is licensed under this act.

6. K.S.A. 65-6408(a)(5): The board may refuse to issue, renew or reinstate a license, may condition, limit, revoke or suspend a license, may publicly or privately censure a licensee or may impose a fine not to exceed \$1,000 per violation upon a finding that a licensee or an applicant for license has violated a provision of the marriage and family therapists licensure act or one or more of the rules and regulations of the board.

7. K.S.A. 65-6408(a)(9): The board may refuse to issue, renew or reinstate a license, may condition, limit, revoke or suspend a license, may publicly or privately censure a licensee or may impose a fine not to exceed \$1,000 per violation upon a finding that a licensee or an applicant for license has been found to have engaged in unprofessional conduct as defined by applicable rules and regulations adopted by the Board. Specifically:

- a. K.A.R. 102-5-12(b)(51): Practicing marriage and family therapy after one's license expires.
- b. K.A.R. 102-5-12(b)(52): using without a license or continuing to use after a license has expired any title or abbreviation prescribed by law to be used solely by persons who currently hold that type or class of license.

8. Licensee and the Board mutually desire to enter into this Consent Agreement and Final Order in lieu of further summary and adjudicative proceedings.

9. Licensee understands that by entering into this Consent Agreement and Final Order Licensee waives all rights to further adjudication of facts and law that could be determined pursuant to summary proceedings or a hearing conducted in accordance with the Kansas Administrative Procedures Act, K.S.A. 77-501 *et seq.* in relation to Case No. 19-CT-0025.

10. Licensee waives the right to file a motion for reconsideration and all rights of appeal pursuant to the Kansas Act for Judicial Review, K.S.A. 77-601 *et seq.* in relation to Case No. 19- CT-0025.

11. The Board accepts Licensee's waiver of rights and stipulations.

### **ORDER**

**WHEREFORE**, the Board finds that the above facts have been established by clear and convincing evidence; and further finds that Licensee was in violation of K.S.A. 65-6408(a)(5), in that Licensee violated a provision of the marriage and family therapists licensure act or one or more of the rules and regulations of the board when Licensee practice marriage and family therapy when he knew his license to practice such was expired, which is a violation of K.S.A. 65-6408(a)(9), as defined in K.A.R. 102-5-12a(51) and K.A.R. 102-5-12a(52).

**AND WHEREAS** Licensee and the Board mutually desire to enter into a Consent Agreement and Final Order in lieu of further adjudicative proceedings to resolve the reported violations.

**NOW THEREFORE**, Licensee consents to the following terms and conditions, and the Board orders that:

12. Licensee shall practice only under individual supervision by an independent clinical-level supervisor to be approved by the Board. There shall be no dual relationship with the supervisor. Licensee shall have one (1) hour meetings every other week with his supervisor. These meetings may be face to face, by telephone or another electronic method. The focus shall be related to all areas of practice, and appropriate compliance with the statutes and regulations related to the practice as a LCMFT.

13. Licensee shall provide a copy of this Consent Agreement to the supervisor and authorize the supervisor to provide written quarterly reports to the Board's Investigator for one (1) year term of supervision. These quarterly reports shall be due by April 1, 2019, July 1, 2019, October 1, 2019, and January 1, 2020.

14. During this one (1) year supervision timeframe, Licensee shall not provide supervision to another licensee.

15. Licensee must notify the Board's Investigator within ten (10) days of a change in his employment and/or address change.

16. Licensee shall be responsible for any costs and expenses incurred in satisfying the terms of this Consent Agreement and Final Order.

17. Additionally, Licensee shall obtain six (6) extra continuing education hours in Ethics beyond the biennial requirement, taken in-person or on-line within three (3) months of the effective date of this Consent Agreement and Final Order. These additional continuing education hours shall include, but not limited to, professional practice and professional conduct.

18. These hours shall be in addition to those continuing education hours required for renewal of license.

19. All foreseen and unforeseen expenses to complete the aforementioned course(s) including travel, lodging, program fee, meals, etc., shall be at Licensee's own expense.

20. Licensee's renewal applications shall be audited for the next two (2) renewal cycles.

21. Licensee shall all submit to the Board's investigator at its offices located at 700 SW Harrison St, Suite 420, Topeka, Kansas, 66603, any and all documents evidencing compliance with the terms and conditions required by this Consent Agreement and Final Order.

22. After completion of the actions set out in the Consent Agreement and Final Order, Licensee will have no remaining obligations to the Board in relation to this case. However, Licensee may be subject to further enforcement action if Licensee fails to comply with the terms, conditions, and requirements imposed by this Consent Agreement and Final Order.

23. The matters referred to in this Consent Agreement and Final Order shall not be grounds for future action against Licensee, except the extent that that such matters may be relevant for future disciplinary or licensure proceedings in the Board's consideration of the factors identified in K.S.A. 65-6407 [Licensure; expiration and renewal; continuing education; reinstatement of suspended or revoked license], and K.S.A. 65-6408 [Refusal to grant, suspension, condition, limitation, qualification, restriction or revocation of license, grounds], for establishing rehabilitation or a pattern of conduct.

24. Except as provided in paragraph 23, this Consent Agreement and Final Order shall operate as a complete release of all claims the parties may have against each other pending before the Board and arising out of the Board's investigation of these matters. Licensee agrees not to file, or cause to be filed, any litigation or claims in any federal or state court of law or federal or state administrative agency against the Board, its agents, Board members, or employees, individually or in their official capacity. Such litigation or claims include, but are not limited to, any K.S.A. Chapter 60 or Chapter 61 civil action regarding negligence and/or a 42 United States Code action and/or any administrative petition for redress. Licensee agrees that all actions

in this matter were a bona fide use of administrative discretion on the part of the Board, its members, and employees, which is a statutory exception to liability within the Kansas Tort Claims Act, K.S.A. 75-6104(b), (c) or (e).

25. Licensee agrees that this Consent Agreement and Final Order conforms to Kansas and federal law and that the Board has jurisdiction to enter into it and enter the Final Order provided for herein.

26. Licensee understands that a notification of this Consent Agreement and Final Order shall be provided to any other state licensing board or entity if Licensee is also licensed, registered or certified in another state.

27. This Consent Agreement and Final Order shall be a public record in the custody of the Board.

28. This Consent Agreement and Final Order constitutes the entire agreement of the parties and may only be modified by order of the Board or by a subsequent writing signed by the parties. The agreement shall be interpreted in accordance with the laws of the State of Kansas.

29. This Consent Agreement and Final Order shall become effective on the date indicated in the Certificate of Service.

**WHEREFORE**, the parties consent to these provisions, which are hereby made the Final Order of the Kansas Behavioral Sciences Regulatory Board in the above-captioned case.

**IT IS SO ORDERED.**

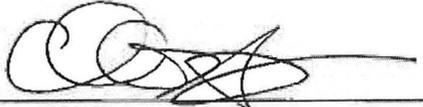
Dated this 11<sup>th</sup> day of February 2019.

  
\_\_\_\_\_  
Chairperson, Complaint Review Committee  
On behalf of Kansas Behavioral Sciences  
Regulatory Board

**AGREED AND CONSENTED TO BY:**

  
\_\_\_\_\_  
Randolph Moredock, LCMFT  
Respondent/Licensee

2/1/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Adam Hall,  
Attorney for Respondent/Licensee

1/29/19  
\_\_\_\_\_  
Date

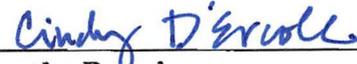
**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was served on this 12 day of February 2019, by depositing the same in the United States mail, postage prepaid, addressed to:

Adam Hall  
Thompson Warner, P.A.  
333 W. 9<sup>th</sup> Street, Suite B  
Lawrence, KS 66044

And a copy delivered via interoffice mail to:

Jane E. Weiler, Assistant Attorney General  
Office of the Attorney General  
120 SW 10<sup>th</sup> Ave., 2<sup>nd</sup> Floor  
Topeka, KS 66612  
*Disciplinary Counsel for the Board*

  
\_\_\_\_\_  
For the Board