

**LOUISIANA STATE BOARD OF
SOCIAL WORK EXAMINERS**

**IN THE MATTER OF
KIMBERLY MOTON
LICENSE NO. 15651**

COMPLAINT NO. 2021-146

CONSENT AGREEMENT AND ORDER

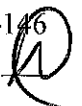
WHEREAS, Kimberly Moton (“Dr. Moton”) is a credentialed social worker subject to the jurisdiction and the rules and regulations of the Louisiana State Board of Social Work Examiners (“Board” or “LABSWE”);

WHEREAS, on April 13, 2021, a complaint against Dr. Moton was filed with the Board by Tibberly Richard, owner of Healthy You Social Services, LLC (HYSS), alleging that Dr. Moton engaged in several acts of unprofessional and/or unethical conduct while employed as the Clinical Director of HYSS.

WHEREAS, by letter dated October 15, 2021, the Board notified Dr. Moton of the complaint filed against her, provided Dr. Moton with a summary of the nature of the complaint, and requested that Dr. Moton, within fifteen (15) days, provide a written response giving her review of the allegations raised in the complaint;

WHEREAS, by correspondence dated October 29, 2021, Dr. Moton responded to the complaint, giving her response to the allegations contained therein;

WHEREAS, in her correspondence to the Board dated October 29, 2021, Dr. Moton responded to the allegations in the complaint in part by providing copies of client documentation and informing the Board that she retained copies of client records after her separation from HYSS in January 2021;

Kimberly Moton #2021-146
Initial: 

WHEREAS, pursuant to a complaint and an administrative investigation, Dr. Moton has indicated her desire to resolve this matter through a Consent Agreement and Order as provided for in Rule No. 907 of the Board's Rules, Standards and Procedures and La. R.S. 49:975(D) of the Louisiana Administrative Procedure Act;

WHEREAS, Dr. Moton has admitted to the following:

1. Dr. Moton is a Licensed Clinical Social Worker ("LCSW") licensed by the Board to engage in the practice of social work in the State of Louisiana pursuant to the Social Work Practice Act, La. R.S. 37:2701 et. seq., as evidenced by License Number 15651.
2. Dr. Moton began working as Clinical Director of HYSS on December 11, 2019.
3. After her separation from HYSS, Dr. Moton stored and maintained access to copies of clinical documentation from her period of employment at HYSS in her Electronic Healthcare System (EHS).
4. In response to the complaint described herein, Dr. Moton used her EHS to access and retrieve copies of clinical documentation, including client records, from her period of employment with HYSS.
5. In response to the complaint described herein, Dr. Moton provided the Board with copies of clinical documentation, including client records, from her period of employment with HYSS.

WHEREAS, by retaining copies of client records after separation from an agency, Dr. Moton violated La. R.S. 37:2717(A)(5) and La. Admin. Code tit. 46:XXV §111(G)(6).

WHEREAS, undersigned counsel has confirmed Dr. Moton's desire to resolve this matter through a Consent Agreement and Order;

Kimberly Moton #2021-146

Initial: 

WHEREAS, Dr. Moton agrees not to repeat the misconduct mentioned in this Consent Agreement and Order, and acknowledges that any further misconduct mentioned in this Consent Agreement and Order will be considered a violation of the terms of this Consent Agreement and Order and shall be cause for further disciplinary action;

WHEREAS, Dr. Moton recognizes her right to have an administrative adjudication of the charges outlined in the complaint and notice letter, at which time Dr. Moton would be entitled to be represented by legal counsel, to call witnesses, and to present witnesses on her behalf in defense or in mitigation of the charges made, and to a decision thereon by the Board based upon written findings of fact and conclusions of law in accordance with the Louisiana Administrative Procedure Act. Dr. Moton nonetheless waives her right to formal adjudication and, pursuant to La. R.S. 49:975(D), consents to the entry of the Consent Agreement and Order set forth hereinafter. Dr. Moton also acknowledges that she waives any rights to which she may be entitled pursuant to the Louisiana Administrative Procedure Act, La. R.S. 49:951, et seq., or which she otherwise may be afforded by any law, to contest her agreement to, or the force and effect of this Consent Agreement and Order, in any Court or other forum.

IT IS HEREBY ORDERED that in consideration of the foregoing and pursuant to the authority vested in the Board by La. R.S. 49:975(D), the Board orders and Dr. Moton accepts the following administrative action which is a final decision pursuant to La. R.S. 49:977:

1. The LCSW license of Kimberly Moton to be engaged in the practice of social work in the State of Louisiana, as evidenced by license number 15651 shall be, and is hereby REPRIMANDED. Accordingly, Dr. Moton accepts and shall maintain strict compliance with the following terms and conditions.

Kimberly Moton #2021-146

Initial: 

2. Dr. Moton shall pass the Board's Open Book Examination on the Social Work Practice Act and Rules, Standards & Procedures within three months after the date the parties sign this Consent Agreement and Order.
3. Dr. Moton shall pay a fine in the amount of TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$250.00) within one year from the date all parties sign this Consent Agreement and Order. The payments shall be made on a quarterly basis with the first payment due within ninety (90) days from the date all parties sign this Consent Agreement and Order. Payment shall be made by credit card, certified check, or money order.
4. Dr. Moton shall pay all costs associated with Complaint No. 2020-74 in the amount of Five Hundred Ninety-Five and 00/100 Dollars (\$595.00) within twelve months after the date all parties sign this Consent Agreement and Order. The payments shall be made on a quarterly basis with the first payment due within ninety (90) days from the date all parties sign this Consent Agreement and Order. The payments shall be made by credit card, certified check, or money order.
5. Dr. Moton specifically acknowledges that failure to comply with the terms of this Consent Agreement and Order may result in a denial, revocation, or suspension of any license, certificate, or registration issued by, or applied for, in accordance with La. R.S. 37:2717.
6. Dr. Moton further acknowledges that failure to reimburse the fees set forth above at Paragraphs 3 and 4 will require the Board to take further action in collection of this debt. Respondent has twelve (12) months to reimburse the expenses before the debt will be considered final and transferred to the Louisiana Office of Debt

Kimberly Moton #2021-146

Initial. 

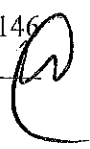
Recovery (ODR). After transfer, the debt is subject to an additional collection fee of up to twenty-five percent (25%) of the total debt liability, as provided for in LA R.S. 47:1676 (E).

7. Dr. Moton shall report the terms of this Consent Agreement and Order to any board or agency located in the United States with which she is licensed or registered.
8. By agreeing to the terms of this Consent Agreement and Order, Dr. Moton waives all rights to appeal this adjudication.

Effect of Non-Acceptance of Agreement. Dr. Moton acknowledges that this Consent Agreement and Order is subject to the approval of the Board. She further acknowledges and agrees that if the Board rejects this Consent Agreement and Order, it will be void, and an Administrative Complaint may be filed relative to the allegations contained herein. If this Consent Agreement and Order is rejected by the Board, it will not constitute a waiver of Dr. Moton's right to a hearing on the matters alleged in an Administrative Complaint and the admissions contained herein will have no effect. She further agrees that if the Board rejects this Consent Agreement and Order, the members of the Board may decide the matter after a hearing, and their consideration of this Consent Agreement and Order shall not alone be grounds for recusal of any member of the Board, including any claims that the Board is biased against her, that it cannot fairly decide the case, or that it has received ex parte communication.

Address of Board. All payments ordered and any reports required by this Consent Agreement and Order shall be addressed to: Louisiana State Board of Social Work Examiners, 18550 Highland Road, Suite B, Baton Rouge, Louisiana 70809.


Kimberly Moton #2021-146

Initial: 

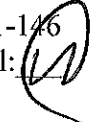
IT IS HEREBY FURTHER ORDERED that this Consent Agreement and Order shall take effect immediately upon its adoption by the Board and is a public record of the Board. The terms of this Consent Agreement and Order may be published and reported in, including but not limited to, the LABSWE Newsletter, the Association of Social Work Boards (ASWB), and the National Practitioner Data Bank-Healthcare Integrity and Protection Data Bank (NPDB-HIPDB).

The prosecutor acknowledges negotiation and preparation of this Consent Agreement and Order in order to resolve, with prejudice, all matters for which the social worker could be charged under Complaint No. 2021-146, and further certifies that this Consent Agreement and Order is consistent with the evidence, adequately addresses the complaint, and represents a true and correct statement of that which could be proven at a hearing of this matter.

DATED: 9/26/24

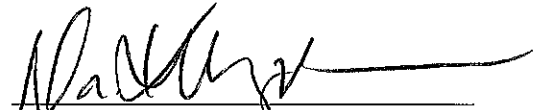

James Raines
Prosecutor

I, Kimberly Moton, have read the Consent Agreement and Order, understand it, and agree to be bound by its terms and conditions. I specifically acknowledge that failure to comply with the terms of the Consent Agreement and Order may result in revocation or suspension of my license. The admissions contained herein will be considered proven and the only issue will be failure to follow the terms of the Consent Agreement and Order. I make these acknowledgements and waivers in support of a final disposition of the pending investigation of Complaint No. 2021-146 by Consent Agreement and Order pursuant to La. R.S. 49:955(D), in lieu of the institution and prosecution of formal administrative proceedings, and accordingly consent to the entirety of the Order set forth above and further waive any right to which I may be entitled under the Louisiana Administrative Procedure Act or any other law to contest, in any court, my agreement to this Order.

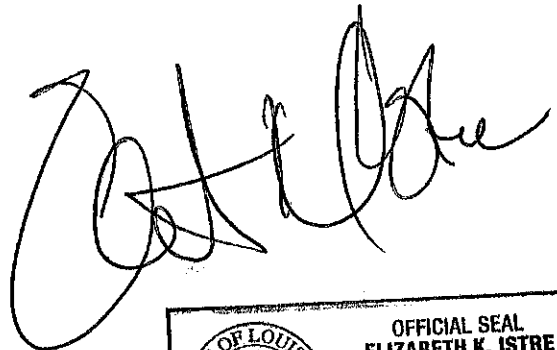
Kimberly Moton #2021-146
Initial: 

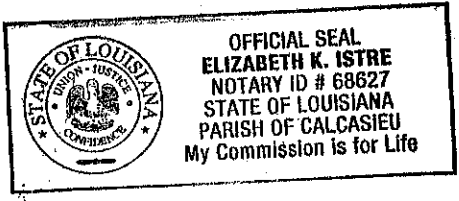
By my subscription hereto, I also hereby authorize the Prosecutor to present this Order to the LABSWE for its consideration and to disclose to and discuss with the LABSWE the nature and results of the investigation of this matter. I herein waive any objection to such disclosure based on due process of law under either the State or Federal Constitution or under State statutory law, including La. R.S. 49:960. I expressly acknowledge that the disclosure of such information to the LABSWE shall be without prejudice to the Prosecutor's authority to file a formal Administrative Complaint, or the LABSWE's capacity to adjudicate such Administrative Complaint, should the LABSWE decline to approve this Consent Agreement and Order. I further acknowledge my awareness that should the LABSWE approve this Consent Agreement and Order that the Consent Agreement and Order will become a matter of public record.

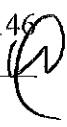
DATED: 8-23-2024



Kimberly Moton





Kimberly Moton #2021-146
Initial: 

ORDER

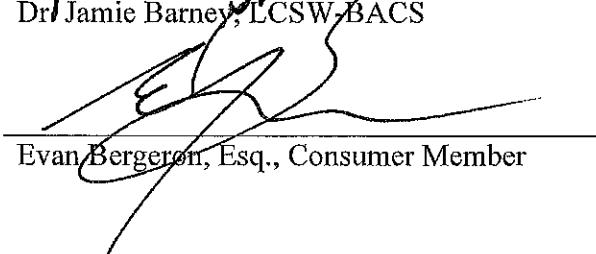
The Louisiana State Board of Social Work Examiners, having examined the Consent Agreement and Order, Case No. 2021-146, adopted the Consent Agreement and Order in this matter.

DATED this 13th day of September, 2024, in Baton Rouge, Louisiana.

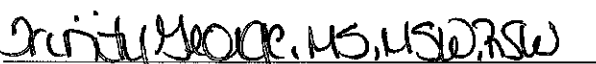
LOUISIANA STATE BOARD OF SOCIAL
WORK EXAMINERS



Dr. Hyacinth McKee, LCSW-BACS


Dr. Jamie Barney, LCSW-BACS


Evan Bergeron, Esq., Consumer Member

Melissa Smith Haley, LMSW


Trinity George, RSW


Bora Sunseri, LCSW-BACS

Kimberly Moton #2021-146
Initial: 