

FILED OF RECORD

AUG 21 2025

K.B.M.L.

COMMONWEALTH OF KENTUCKY
BOARD OF MEDICAL LICENSURE
CASE NO. 2208

IN RE: THE LICENSE TO PRACTICE MEDICINE IN THE COMMONWEALTH OF
KENTUCKY HELD BY THOMAS J. MOORE, M.D., LICENSE NO. 22596,
190 KEENELAND TRAIL, CORBIN, KENTUCKY 40701

AGREED ORDER OF SURRENDER

Come now the Kentucky Board of Medical Licensure (hereafter "the Board"), acting by and through its Inquiry Panel A, and Thomas J. Moore, M.D., and based upon their mutual desire to fully and finally resolve the pending investigation without an evidentiary hearing, hereby enter into the following **AGREED ORDER OF SURRENDER**:

STIPULATION OF FACTS

The parties stipulate the following facts, which serve as the factual bases for this Agreed Order of Surrender:

1. At all relevant times, Thomas J. Moore, M.D., was licensed by the Board to practice medicine in the Commonwealth of Kentucky.
2. The licensee's medical specialty is Gastroenterology.
3. On his 1999 application for renewal, the licensee reported that he had withdrawn his application for privileges at Baptist Regional Medical Center. Upon further inquiry, the licensee acknowledged that he is an alcoholic and had abused substances (marijuana and controlled substances). The licensee reported that he was participating with the Kentucky Physicians Health Foundation (the Foundation) The Inquiry Panel requested that the licensee enter into an Agreed Order of Probation.

4. On July 2, 1999, the licensee entered into an Agreed Order of Probation, Case No. 709. The terms required that he maintain his contract with the Foundation and comply with the contract. The licensee's prescribing privileges were limited to the in-patient hospital setting. The licensee was required to undergo random drug and alcohol screens and abstain from the use of alcohol or other mood-altering substances. The licensee was also required to limit his practice to 20 hrs per week in the office.
5. On April 6, 2000, the licensee was charged with alcohol intoxication. This relapse was reported to the Board by Dr. Brady, Medical Director of the Foundation. Based upon this relapse, the Inquiry Panel requested that the licensee enter a new Agreed Order of Probation for a period of five years. On September 1, 2000, the licensee entered into an Agreed Order of Probation, Case No. 753, with the same terms and conditions as the prior Agreed Order of Probation.
6. In a letter dated September 4, 2003, the licensee requested that his Agreed Orders of Probation in Case Nos. 709 and 753 be terminated and he be allowed to enter into a Letter of Agreement.
7. At its October 16, 2003 meeting, Inquiry Panel B considered the licensee's request to terminate both his Agreed Orders of Probation. After considering all relevant materials, the Inquiry Panel voted to terminate the licensee's probation. The Inquiry Panel authorized a Letter of Agreement with terms consistent with the former Agreed Orders of Probation.

8. On November 3, 2003, the licensee's Letter of Agreement was filed of record. On the same date an Order Terminating Probation in Case Nos. 709 and 753 was filed of record.
9. The Letter of Agreement required that the licensee comply with his Foundation contract; maintain a controlled substance log; make the log available for review by the Board's agents; completely abstain from the consumption of alcohol or other mood-altering substances; and be subject to random breath, blood and/or urine screens for alcohol and drug testing.
10. At its December 18, 2003 meeting, Inquiry Panel B was informed by Dr. Brady that the licensee had been in violation of his Foundation contract; both of his prior Agreed Orders of Probation and his current Letter of Agreement over the past three year period. Dr. Brady reported that the licensee admitted to continued and excessive use of alcohol over the last three years. The licensee is a chronic alcoholic. The licensee initially dismissed the recommendation that he enter into residential treatment. However, the licensee subsequently agreed to enter into residential treatment at the beginning of 2004. Upon learning of the licensee's continued use of alcohol, Dr. Brady sent the licensee to Robert Elliott, M.D. for a psychiatric evaluation and to Denny Lipscombe, Morton Center for an evaluation.
11. On December 16, 2003, the Board investigator assigned to supervise the licensee conducted an interview with the licensee regarding his reported non-compliance over the past 3 years. The licensee confirmed the information the investigator had received from Dr. Brady and the licensee's wife. The licensee admitted to deceiving Dr. Brady, the Board and the investigator over the past 3 years by his

continued use of alcohol and recognized that his conduct warranted action by the Board.

12. While investigating the licensee's non-compliance, the Board investigator interviewed the licensee's wife, Rhonda Moore. Mrs. Moore reported the following facts to the investigator:

She confirms that she did call Dr. Brady on December 15, 2003 to inform him that her husband's drinking was out of control and could he please help him. Ms. Moore advises that both Dr. Brady and the treatment team questioned why she did not report this earlier. Ms. Moore advises that she has never known her husband to be completely sober for the time she has been married to him. She advises that he drinks beer, vodka, wine, etc... She described that it did not matter what time her husband got home that he would drink until he was usually drunk and he would either pass out or fell asleep wherever he was in their home. She advises that he would usually go to the basement to drink. She explained that her husband was never physically abusive, but would get verbally abusive to her. Her husband would always tell her the consequences if she would report him such as lose his license to practice medicine, lose all their income, lose the children, etc.... She advises he would always paint the worst scenario to make her feel like she was doing something bad to him.

Ms. Moore advises that her husband would tell her he was doing what he called "controlled drinking". He would just drink a few drinks every day. However, this would escalate into very heavy drinking and it would get much worse. Approximately a year ago she made her husband leave their home. Together they went to his AA sponsor to seek help. Her husband was supposed to get another sponsor, but he did not and she found out later that he lied about it. It was around September of 2003, that she could not take his drinking any longer. She filed for a divorce and obtained a restraining order. She advises he came back to her and said he would get help. She affirms the restraining order was dismissed. It was then that she and her husband sought help for him from their pastor and church and marriage counselor. However, she found that he was not being honest and forthright with these persons and the drinking was not any better.

Ms. Moore advises she has done what she thought she could do to try and help her husband and this has been more of a personal issue and history in both his family and with hers. Ms. Moore advises that she did not know until recently that when her husband had to call in for his screening tests that he knew he did not have to report for almost a 24 hour period to conduct the test. Thus, her husband would wait so many hours because he knew how long the alcohol would be in his system. She advises she did not know how he got by all of his

testing other than the testing should have been conducted within an hour after calling in instead of just sometime that date.

13. Dr. Elliott conducted an evaluation of the licensee on December 16, 2003 at the request of Dr. Brady. Dr. Elliott's diagnostic impressions were:

1. Alcohol dependence,
2. Polysubstance dependence,
3. History of major depression versus bipolar disorder.

The licensee's wife accompanied him to his interview with Dr. Elliott. Dr. Elliott's report contains the following details:

...[the licensee] admits that he has been drinking basically since he got out of treatment at MARR about three years ago. He thinks he may have been abstinent from alcohol for eight weeks after he completed residential treatment. He has been drinking a minimum of a six-pack of beer a day and sometimes will drink wine. [His wife] says that at times he drinks more than that, a lot more. Sometimes he gets extremely intoxicated. [The licensee] says that his drinking goes in cycles and that he tries not to drink for several weeks at a time then he'll try controlled drinking and then finally will get out of control. [His wife] states that each cycle gets worse and that the amount that he drinks and his behavior gets worse each time. [The licensee] reports that his last drink was three days ago. He denies that he's had any withdrawal symptoms. He says he didn't sleep well last night but that's because he knew that he was being turned in.

After conducting the interview with the licensee and his wife, Dr. Elliott recommended the following plan:

I don't think we can sort out what his mood disorder is currently in the context of active heavy drinking. The first thing that needs to be done is for him to achieve and maintain sobriety and I think that most likely it would need to happen in a residential treatment setting. I'll meet with the treatment team tomorrow but will recommend to the team that I think he needs to go to residential treatment again. In the meantime, I've told him to stay on the Zoloft 150 mg q.a.m. and the Trazodone 50 mg q.h.s. We won't set up a follow-up visit just yet until we know what the treatment team's decision is.

14. On December 16, 2003, Denny Lipscombe of the Morton Center conducted an interview with the licensee and his wife. Mr. Lipscombe relates the following in his interview and evaluation:

...Upon entering the session, Tom openly acknowledged that he had been drinking since he leaving treatment at MARR in 1998. He stated that he had been able to piece together a few days, weeks, or months of abstinence but has been unable to maintain abstinence. He also acknowledged that he has not been attending AA as mandated, but has been able to convince his sponsor to sign his AA monthly reports. Stated that his AA sponsor has known of his drinking for the past year and his wife has known of his drinking the entire time. [His wife] spoke of various occasions where levels of physical altercations, as well as verbal altercations, had erupted and the police had to be involved. [His wife] also stated that she had kept in contact with [the licensee's] ex-wife concerning visitation of the children, [the licensee's wife] and the ex-wife felt a need that [the licensee] not be home alone with the children. [The licensee] stated that he has been drinking 6-12 beers nightly, but it is not limited to beer only. [His wife] spoke of various 'movements' of [the licensee's] after not drinking for a few days, which suggests alcohol withdrawals.

It appears that [the licensee] has networked a complete system of enablers ranging from his wife, ex-wife, children, and AA sponsor. [The licensee] stated that he does want to "get well" but appears delusional as to the context of the process. He inquired as to the possibility of entering IOP at the Morton Center. He was then informed that it appears that he is very much in need of long term residential treatment. [The licensee] has been openly defiant in not only his continued drinking but also his dishonesty with his mandated AA attendance.

Mr. Lipscombe detailed the licensee's five year participation through the Morton Center and concludes that it depicts the licensee's dishonesty throughout the past five years. Mr. Lipscombe concludes,

... [The licensee's] insight is highly questionable as well as his apparent lack of appropriate coping skills. His ability to manipulate cannot be understated. [His] issues appear to delve far deeper than his drinking. It is my professional opinion that [his] needs can be met only through long term residential treatment. It is also my strong suggestion that following his discharge residential treatment, that he and his wife engage in intensive couple's counseling.

15. On December 23, 2003, the Board issued a Complaint and Emergency Order of Suspension against the licensee's Kentucky Medical License due to his violation of

his Foundation contract; two of his prior Agreed Orders of Probation and his existing Letter of Agreement over a three year period.

16. On January 21, 2004, the licensee entered residential treatment at Next Step in Hattiesburg, Mississippi. The licensee was discharged from Next Step on May 20, 2004 when it was felt that he had reached maximum benefit from ongoing treatment at that level of care. The licensee's discharge diagnoses were:

AXIS I:	Alcohol dependence Depression NOS
AXIS II:	Narcissistic, antisocial and histrionic personality features

17. On May 20, 2004, the licensee entered into an Agreed Order of Surrender to resolve the December 23, 2003 Complaint and Emergency Order of Suspension.

18. In 2006, the licensee requested that the Panel reinstate his medical license. Dr. Brady provided letters dated April 14, 2006 and January 13, 2006 in conjunction with the Panel's consideration of the licensee's request to reinstate his medical license. Dr. Brady outlined the licensee's participation with the Foundation and compliance with his Foundation contract. Dr. Brady supported the licensee's return to the practice of medicine with Medical Specialists of Kentucky, PSC.

19. On June 8, 2006, the licensee entered into an Agreed Order of Indefinite Restriction, Case No. 934, which permitted him to resume the practice of medicine pursuant to various conditions, including that the licensee's employment must be approved in advance by the Panel, the licensee shall maintain his contractual relationship with the Foundation, the licensee shall abstain completely from mood altering drugs, and that he shall submit to random drug screens to ensure he remains drug free.

20. On June 12, 2007, the licensee entered into an Amended Agreed Order of Indefinite Restriction in which the Panel granted the licensee's request for approval of a different practice location, and maintained all the conditions of the Agreed Order of Indefinite Restriction.
21. On August 3, 2007, the licensee entered into a Second Amended Agreed Order of Indefinite Restriction in which the Panel granted the licensee's request for approval of an additional practice location, and maintained all the conditions of the Amended Agreed Order of Restriction.
22. At its August 16, 2007, meeting, the Panel reviewed information indicating that the licensee had failed to place his required calls to the National Confederation of Professional Services ("NCPS"), which is the automated screening system which the Board utilizes to perform drug testing. The licensee missed three (3) calls to NCPS: November 14, 2006; February 4, 2007; and May 20, 2007.
23. The licensee responded by indicating that he had over-slept on two days and had gotten his days confused on the other call-in day.
24. On or about September 6, 2007, the licensee entered into a Third Amended Agreed Order of Indefinite Restriction which required practice location and scope of practice approval; limited his prescribing privileges to an inpatient hospital setting; required that he maintain and comply with his contract with the Kentucky Physicians Health Foundation ("the Foundation"); that limited his prescribing privilege; that he undergo random drug and alcohol screens; and that in the event that the licensee is prescribed or dispensed controlled substances, he shall report such fact, including the relevant details, to the Medical Director of the Kentucky

Physicians Health Foundation, and to the Board's investigator supervising him within ten (10) calendar days of the receipt of the prescription or the dispensed medicines.

25. In August 2010, during an evaluation at Bradford Health Services, a KASPER review revealed that the licensee had filled multiple prescriptions for testosterone and some of the prescriptions were self-prescribed.
26. Testosterone is a controlled substance.
27. The licensee stated that he was prescribed testosterone by Dr. Daniel Whitley and that KASPER entries reflecting the he had self-prescribed was an error.
28. When Bradford Health Services contacted Dr. Whitley to verify the licensee's explanation, Dr. Whitley stated that he had prescribed some prescriptions to the licensee for a sinus infection but that he had not prescribed testosterone. He further stated that the licensee had called his office and asked his staff to "cover" for him on the testosterone issue.
29. In a letter dated October 6, 2010, Dr. Whitley further stated that he had no medical records for the licensee, had not seen him as a patient in his office and had not diagnosed any medical conditions for him.
30. In a letter to the Board, dated May 2, 2011, Tammy Freeman, APRN, stated that the licensee was seen and treated in her office nearly a year prior (on June 25, 2010), and that she prescribed Depotestosterone for him at that time.
31. During an interview with the Board's medical investigator in August 2012, the licensee stated that while he and Dr. Whitley were in business together, Dr. Whitley would write testosterone prescriptions off record and when their business

- arrangement failed, Dr. Whitley would no longer write the prescriptions; the licensee then began receiving the prescriptions from Tammy Freeman, APRN.
32. The licensee never reported the testosterone prescriptions to the Medical Director of the Kentucky Physicians Health Foundation nor to the Board's investigator supervising him within ten (10) calendar days of the receipt of those prescriptions as required by the terms of the Third Amended Agreed Order of Indefinite Restriction.
 33. On or about March 25, 2013, for his noncompliance with the Third Amended Agreed Order of Indefinite Restriction, the licensee entered into an Agreed Order of Reprimand and Fine, Case No. 1469, pursuant to which he was required to pay a fine of \$1,000 within six (6) months.
 34. The licensee failed to comply with the terms and conditions of the Agreed Order of Reprimand and Fine when he failed to pay the required fine within six months.
 35. On or about January 30, 2014, the licensee tendered payment of \$1,500 (\$1,000 of which was associated with the Agreed Order of Reprimand and Fine, Case No. 1469, and \$500 of which was the balance of a fine owed in association with the 2007 Third Amended Agreed Order of Indefinite Restriction, Case No. 934).
 36. On or about March 20, 2014, the licensee appeared before the Panel and requested that he be allowed to resume the practice of medicine without restriction, except for a Letter of Agreement to maintain and comply with his Foundation contract. The licensee explained that he had not practiced clinical medicine in the United States for five (5) years; that he had an opportunity to pursue practice in Guam if restrictions were lifted from his license; and that he had also been offered an

opportunity to perform Medicare assessments for a private company in the United States.

37. On or about March 20, 2014, the Panel chose to allow the licensee to practice medicine pursuant to the terms and conditions of a Fourth Amended Agreed Order, pursuant to which the licensee was restricted to the performance of insurance assessments, including but not limited to Medicare and/or Medicaid assessments and required to maintain and comply with his contractual relationship with the Foundation. In addition, the licensee agreed not to seek further modification or expansion of his scope of practice unless and until he completed a clinical skills assessment (specifically within the specialty of Gastroenterology and any other area of practice in which he intends to engage) from the Center for Personalized Education for Physicians (CPEP), within no more than six (6) months prior to presenting a request for practice modification or expansion to the Panel and, if recommended, he obtained a CPEP Educational Plan.
38. In May 2014, the licensee completed a CPEP Clinical Skills Assessment in the practice of gastroenterology. According to CPEP, the licensee demonstrated “medical knowledge that was adequate but occasionally outdated or with gaps;” his clinical judgment and reasoning was adequate; his communication skills with simulated patients was poor; and his documentation of patient encounters was adequate with room for improvement.
39. In August 2015, the licensee asked CPEP to develop the recommended Educational Plan. In light of the fact that the licensee had not practiced in several years and his assessment results, CPEP recommended and developed an education plan which

will require that he practice with a preceptor and inpatient privileges in order to progress and complete.

40. In October 2015, the licensee asked that his agreed order be modified to allow him to resume practice at Knox County Hospital in order to complete the components of the CPEP Educational Intervention Plan, under the supervision of a preceptor, Dr. Raju Vora. The Panel chose to allow the licensee to expand his scope of practice for that purpose, pursuant to a Fifth Amended Agreed Order, which also allowed the Panel Chair to approve additional practice locations if appropriate.
41. On or about November 5, 2015, the licensee requested that he be approved to practice in an outpatient clinic environment in order to progress through the non-procedural components of the CPEP Educational Intervention Plan. The Panel Chair chose to allow the licensee to expand his practice locations for that purpose, pursuant to a Sixth Amended Agreed Order.
42. In 2017, after Dr. Moore successfully completed all of the components of the CPEP Education Plan and with the advocacy of the Kentucky Physicians Health Foundation, the Board terminated the licensee's agreed order in Case No. 934.
43. On or about February 21, 2025, the licensee submitted an Application for Renewal of Kentucky Medical/Osteopathic License for Year 2025 and answered "Yes" to Question No. 6, which asked: "Since you last registered, has any hospital or hospital medical staff removed, suspended, restricted, limited, probated, reprimanded or failed to renew your privileges for cause, or taken any other disciplinary action against your privileges?" In explanation of his answer, the licensee stated the following:

I was recently employed by ARH Barbourville Hospital when in October of 2023 a decision was made to close surgery at 3:30 pm daily making it impossible for me to take care of emergency patients and/or complications from procedures. The administration wanted to save about \$4,000 a month despite already profiting over \$1,000,000 monthly. Despite my objections this practice continued and ultimately lead to the death of one of my patients who was too unstable for transfer. My lawyers had contacted the legal dept for ARH threatening a lawsuit and requesting a release from my contract. During this time, I was contacted by an acquaintance of about 10 years who had recently become a patient, this young lady was a stepdaughter of a very good friend. When she called asking for help, she was very suicidal, stating she did not want to live and had a plan to end her life. I was also aware that she was on a novel antidepressant carrying a black box warning for increased suicide in young adults. She revealed that she was in a very abusive relationship and that her husband had said he would slit her throat when he decided to kill her, I advised her to return to her parents' home for safety however her mother instructed to return to her husband and "work it out". During this time, she stated I was the only person being nice to her and she fell in love with me and requested a lewd photo of which I had none but not wanting to abandon her emotionally I downloaded a picture of someone from the internet and sent it to her, the husband and mother later became aware of this interaction and complained to the hospital refusing to talk to me. ARH did not do a full investigation and jumped on the opportunity to fire me to be able to discredit me in court after talking only to the mother. I have never personally met this young lady, and had no intention of doing so, personally I have been sexually inactive for 2 years. With 20 years of sobriety I have learned how to talk to other alcoholics and addicts effectively trying to resolve conflicts, and realize there is no rational communication in most cases. After my dismissal I ironically received calls from 2 physicians at the hospital stating they "hoped this didn't get reported to the medical board", which I took as a threat to drop the thoughts of a lawsuit. I have not done anything but tried to help this young lady who is now free of the abuse and has stopped using drugs to cope. After much thought I have concluded that I would do the same thing again under the same circumstances, and agree that this was unorthodox, but it saved a life. I welcome a full investigation and will provide all the contacts to the investigator.

44. On or about March 5, 2025, upon inquiry, ARH reported the following to the Board:

6/11/2024 ARH Communication Specialist found several Facebook posts made by [Patient A's husband]. [Patient A's husband] alleged Dr. Thomas Moore sent pictures of his penis to his wife who is a patient of Dr. Thomas Moore's. The ARH Director of Risk and Compliance, along

with Human Resources conducted an investigation and determined the compliant was substantiated.

The allegation was substantiated based on the interview with Dr. Moore that was conducted on 6/13/2024. During the interview, Dr. Moore confirmed [Patient A] was a patient he had seen at the Corbin ARH clinic office while being employed at ARH. Dr. Thomas Moore also confirmed that he had sent inappropriate pictures to [Patient A]. Dr. Moore stated, "I probably did and good luck proving it was mine."

45. The licensee has left the Commonwealth of Kentucky is now residing in and practicing in the US Virgin Islands.

STIPULATED CONCLUSIONS OF LAW

The parties stipulate the following Conclusions of Law, which provide the legal bases for this Agreed Order of Surrender:

1. The licensee's Kentucky medical license is subject to regulation and discipline by the Board.
2. Based upon the Stipulations of Fact, the licensee has engaged in conduct which violates KRS 311.595(9), as illustrated by KRS 311.597(4), and KRS 311.595(21). Accordingly, there are legal grounds for the parties to enter into this Agreed Order of Surrender.
3. Pursuant to KRS 311.591(6) and 201 KAR 9:082, the parties may fully and finally resolve the pending investigation without an evidentiary hearing by entering into an informal resolution such as this Agreed Order of Surrender.

AGREED ORDER OF SURRENDER

Based upon the foregoing Stipulations of Fact and Stipulated Conclusions of Law, and based upon the parties' mutual desire to fully and finally resolve the pending

investigation, without an evidentiary hearing, the parties hereby enter into the following

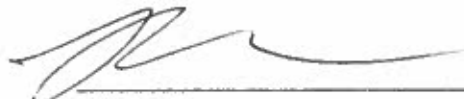
AGREED ORDER OF SURRENDER:

1. The licensee, Thomas J. Moore, M.D., hereby SURRENDERS his Kentucky medical license forever and permanently, effective immediately upon the filing of this Agreed Order of Surrender and subject to the following terms:
 - a. From the date of filing of this Agreed Order of Surrender forward, the licensee SHALL never perform any act which would constitute the "practice of medicine," as that term is defined in KRS 311.550(10) - the diagnosis, treatment, or correction of any and all human conditions, ailments, diseases, injuries, or infirmities by any and all means, methods, devices, or instrumentalities – within the Commonwealth of Kentucky.
 - b. The licensee understands and agrees that any violation of the terms of this Agreed Order of Surrender may provide a legal basis for additional disciplinary action and a legal basis for criminal prosecution for practicing medicine without a license. If the Board should receive information that, after the date of filing of this Agreed Order of Surrender, the licensee has performed an act which would constitute the "practice of medicine" within the Commonwealth of Kentucky, it will aggressively pursue the criminal prosecution of the licensee for such acts, to the full extent of the law.
 - c. As an express condition for the entry of this Agreed Order of Surrender, and in light of the licensee's pattern of conduct, each party understands and agrees that neither the Board nor its Panels will ever consider any petition for reinstatement of license, any motion or request for modification or change of the terms of this Agreed Order of Surrender or special request for consideration for relief filed by the licensee. This Agreed Order of Surrender is expressly designed to serve as the complete and final termination of the legal relationship between this Board and this licensee. Any communication by the licensee and/or his agents to the Board attempting to revive that legal relationship will be returned without being provided or forwarded to any Board member.
2. The licensee expressly agrees that, by entering into this Agreed Order of Surrender, he waives his right to raise any constitutional, statutory or common law objection(s) he may have to the Agreed Order of Surrender, its terms and the Board's conduct in conformity and enforcement of the agreed order.

3. The licensee expressly agrees that if he should violate any term or condition of this Agreed Order of Surrender, the licensee's practice shall constitute an immediate danger to the public health, safety, or welfare, as provided in KRS 311.592 and 13B.125. The parties further agree that if the Board should receive information that he has violated any term or condition of this Agreed Order of Surrender, the Panel Chair is authorized by law to enter an Emergency Order of Suspension or Restriction immediately upon a finding of probable cause that a violation has occurred, after an *ex parte* presentation of the relevant facts by the Board's General Counsel or Assistant General Counsel. If the Panel Chair should issue such an Emergency Order, the parties agree and stipulate that a violation of any term or condition of this Order would render the licensee's practice an immediate danger to the health, welfare and safety of patients and the general public, pursuant to KRS 311.592 and 13B.125; accordingly, the only relevant question for any emergency hearing conducted pursuant to KRS 13B.125 would be whether the licensee violated a term or condition of this Agreed Order of Surrender.
4. The licensee understands and agrees that any violation of the terms of this Agreed Order of Surrender would provide a legal basis for additional disciplinary action, pursuant to KRS 311.595(13), and may provide a legal basis for criminal prosecution.

SO AGREED on this 14 day of May, 2025.

FOR THE LICENSEE:



THOMAS J. MOORE, M.D.

COUNSEL FOR THE LICENSEE
(IF APPLICABLE)

FOR THE BOARD:



WAQAR A. SALEEM, M.D.
CHAIR, INQUIRY PANEL A



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K.B.M.L

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continued use of alcohol and recognized that his conduct warranted action by the Board.

12. While investigating the licensee's non-compliance, the Board investigator interviewed the licensee's wife, Rhonda Moore. Mrs. Moore reported the following facts to the investigator:

She confirms that she did call Dr. Brady on December 15, 2003 to inform him that her husband's drinking was out of control and could he please help him. Ms. Moore advises that both Dr. Brady and the treatment team questioned why she did not report this earlier. Ms. Moore advises that she has never known her husband to be completely sober for the time she has been married to him. She advises that he drinks beer, vodka, wine, etc... She described that it did not matter what time her husband got home that he would drink until he was usually drunk and he would either pass out or fell asleep wherever he was in their home. She advises that he would usually go to the basement to drink. She explained that her husband was never physically abusive, but would get verbally abusive to her. Her husband would always tell her the consequences if she would report him such as lose his license to practice medicine, lose all their income, lose the children, etc.... She advises he would always paint the worst scenario to make her feel like she was doing something bad to him.

Ms. Moore advises that her husband would tell her he was doing what he called "controlled drinking". He would just drink a few drinks every day. However, this would escalate into very heavy drinking and it would get much worse. Approximately a year ago she made her husband leave their home. Together they went to his AA sponsor to seek help. Her husband was supposed to get another sponsor, but he did not and she found out later that he lied about it. It was around September of 2003, that she could not take his drinking any longer. She filed for a divorce and obtained a restraining order. She advises he came back to her and said he would get help. She affirms the restraining order was dismissed. It was then that she and her husband sought help for him from their pastor and church and marriage counselor. However, she found that he was not being honest and forthright with these persons and the drinking was not any better.

Ms. Moore advises she has done what she thought she could do to try and help her husband and this has been more of a personal issue and history in both his family and with hers. Ms. Moore advises that she did not know until recently that when her husband had to call in for his screening tests that he knew he did not have to report for almost a 24 hour period to conduct the test. Thus, her husband would wait so many hours because he knew how long the alcohol would be in his system. She advises she did not know how he got by all of his



testing other than the testing should have been conducted within an hour after calling in instead of just sometime that date.

13. Dr. Elliott conducted an evaluation of the licensee on December 16, 2003 at the request of Dr. Brady. Dr. Elliott's diagnostic impressions were:

1. Alcohol dependence,
2. Polysubstance dependence,
3. History of major depression versus bipolar disorder.

The licensee's wife accompanied him to his interview with Dr. Elliott. Dr. Elliott's report contains the following details:

...[the licensee] admits that he has been drinking basically since he got out of treatment at MARR about three years ago. He thinks he may have been abstinent from alcohol for eight weeks after he completed residential treatment. He has been drinking a minimum of a six-pack of beer a day and sometimes will drink wine. [His wife] says that at times he drinks more than that, a lot more. Sometimes he gets extremely intoxicated. [The licensee] says that his drinking goes in cycles and that he tries not to drink for several weeks at a time then he'll try controlled drinking and then finally will get out of control. [His wife] states that each cycle gets worse and that the amount that he drinks and his behavior gets worse each time. [The licensee] reports that his last drink was three days ago. He denies that he's had any withdrawal symptoms. He says he didn't sleep well last night but that's because he knew that he was being turned in.

After conducting the interview with the licensee and his wife, Dr. Elliott recommended the following plan:

I don't think we can sort out what his mood disorder is currently in the context of active heavy drinking. The first thing that needs to be done is for him to achieve and maintain sobriety and I think that most likely it would need to happen in a residential treatment setting. I'll meet with the treatment team tomorrow but will recommend to the team that I think he needs to go to residential treatment again. In the meantime, I've told him to stay on the Zoloft 150 mg q.a.m. and the Trazodone 50 mg q.h.s. We won't set up a follow-up visit just yet until we know what the treatment team's decision is.



14. On December 16, 2003, Denny Lipscombe of the Morton Center conducted an interview with the licensee and his wife. Mr. Lipscombe relates the following in his interview and evaluation:

...Upon entering the session, Tom openly acknowledged that he had been drinking since he leaving treatment at MARR in 1998. He stated that he had been able to piece together a few days, weeks, or months of abstinence but has been unable to maintain abstinence. He also acknowledged that he has not been attending AA as mandated, but has been able to convince his sponsor to sign his AA monthly reports. Stated that his AA sponsor has known of his drinking for the past year and his wife has known of his drinking the entire time. [His wife] spoke of various occasions where levels of physical altercations, as well as verbal altercations, had erupted and the police had to be involved. [His wife] also stated that she had kept in contact with [the licensee's] ex-wife concerning visitation of the children, [the licensee's wife] and the ex-wife felt a need that [the licensee] not be home alone with the children. [The licensee] stated that he has been drinking 6-12 beers nightly, but it is not limited to beer only. [His wife] spoke of various 'movements' of [the licensee's] after not drinking for a few days, which suggests alcohol withdrawals.

It appears that [the licensee] has networked a complete system of enablers ranging from his wife, ex-wife, children, and AA sponsor. [The licensee] stated that he does want to "get well" but appears delusional as to the context of the process. He inquired as to the possibility of entering IOP at the Morton Center. He was then informed that it appears that he is very much in need of long term residential treatment. [The licensee] has been openly defiant in not only his continued drinking but also his dishonesty with his mandated AA attendance.

Mr. Lipscombe detailed the licensee's five year participation through the Morton Center and concludes that it depicts the licensee's dishonesty throughout the past five years. Mr. Lipscombe concludes,

... [The licensee's] insight is highly questionable as well as his apparent lack of appropriate coping skills. His ability to manipulate cannot be understated. [His] issues appear to delve far deeper than his drinking. It is my professional opinion that [his] needs can be met only through long term residential treatment. It is also my strong suggestion that following his discharge residential treatment, that he and his wife engage in intensive couple's counseling.

15. On December 23, 2003, the Board issued a Complaint and Emergency Order of Suspension against the licensee's Kentucky Medical License due to his violation of



his Foundation contract; two of his prior Agreed Orders of Probation and his existing Letter of Agreement over a three year period.

16. On January 21, 2004, the licensee entered residential treatment at Next Step in Hattiesburg, Mississippi. The licensee was discharged from Next Step on May 20, 2004 when it was felt that he had reached maximum benefit from ongoing treatment at that level of care. The licensee's discharge diagnoses were:

AXIS I: Alcohol dependence
 Depression NOS
AXIS II: Narcissistic, antisocial and histrionic personality features

17. On May 20, 2004, the licensee entered into an Agreed Order of Surrender to resolve the December 23, 2003 Complaint and Emergency Order of Suspension.

18. In 2006, the licensee requested that the Panel reinstate his medical license. Dr. Brady provided letters dated April 14, 2006 and January 13, 2006 in conjunction with the Panel's consideration of the licensee's request to reinstate his medical license. Dr. Brady outlined the licensee's participation with the Foundation and compliance with his Foundation contract. Dr. Brady supported the licensee's return to the practice of medicine with Medical Specialists of Kentucky, PSC.

19. On June 8, 2006, the licensee entered into an Agreed Order of Indefinite Restriction, Case No. 934, which permitted him to resume the practice of medicine pursuant to various conditions, including that the licensee's employment must be approved in advance by the Panel, the licensee shall maintain his contractual relationship with the Foundation, the licensee shall abstain completely from mood altering drugs, and that he shall submit to random drug screens to ensure he remains drug free.

20. On June 12, 2007, the licensee entered into an Amended Agreed Order of Indefinite Restriction in which the Panel granted the licensee's request for approval of a different practice location, and maintained all the conditions of the Agreed Order of Indefinite Restriction.
21. On August 3, 2007, the licensee entered into a Second Amended Agreed Order of Indefinite Restriction in which the Panel granted the licensee's request for approval of an additional practice location, and maintained all the conditions of the Amended Agreed Order of Restriction.
22. At its August 16, 2007, meeting, the Panel reviewed information indicating that the licensee had failed to place his required calls to the National Confederation of Professional Services ("NCPS"), which is the automated screening system which the Board utilizes to perform drug testing. The licensee missed three (3) calls to NCPS: November 14, 2006; February 4, 2007; and May 20, 2007.
23. The licensee responded by indicating that he had over-slept on two days and had gotten his days confused on the other call-in day.
24. On or about September 6, 2007, the licensee entered into a Third Amended Agreed Order of Indefinite Restriction which required practice location and scope of practice approval; limited his prescribing privileges to an inpatient hospital setting; required that he maintain and comply with his contract with the Kentucky Physicians Health Foundation ("the Foundation"); that limited his prescribing privilege; that he undergo random drug and alcohol screens; and that in the event that the licensee is prescribed or dispensed controlled substances, he shall report such fact, including the relevant details, to the Medical Director of the Kentucky



Physicians Health Foundation, and to the Board's investigator supervising him within ten (10) calendar days of the receipt of the prescription or the dispensed medicines.

25. In August 2010, during an evaluation at Bradford Health Services, a KASPER review revealed that the licensee had filled multiple prescriptions for testosterone and some of the prescriptions were self-prescribed.
26. Testosterone is a controlled substance.
27. The licensee stated that he was prescribed testosterone by Dr. Daniel Whitley and that KASPER entries reflecting the he had self-prescribed was an error.
28. When Bradford Health Services contacted Dr. Whitley to verify the licensee's explanation, Dr. Whitley stated that he had prescribed some prescriptions to the licensee for a sinus infection but that he had not prescribed testosterone. He further stated that the licensee had called his office and asked his staff to "cover" for him on the testosterone issue.
29. In a letter dated October 6, 2010, Dr. Whitley further stated that he had no medical records for the licensee, had not seen him as a patient in his office and had not diagnosed any medical conditions for him.
30. In a letter to the Board, dated May 2, 2011, Tammy Freeman, APRN, stated that the licensee was seen and treated in her office nearly a year prior (on June 25, 2010), and that she prescribed Depotestosterone for him at that time.
31. During an interview with the Board's medical investigator in August 2012, the licensee stated that while he and Dr. Whitley were in business together, Dr. Whitley would write testosterone prescriptions off record and when their business



arrangement failed, Dr. Whitley would no longer write the prescriptions; the licensee then began receiving the prescriptions from Tammy Freeman, APRN.

32. The licensee never reported the testosterone prescriptions to the Medical Director of the Kentucky Physicians Health Foundation nor to the Board's investigator supervising him within ten (10) calendar days of the receipt of those prescriptions as required by the terms of the Third Amended Agreed Order of Indefinite Restriction.
33. On or about March 25, 2013, for his noncompliance with the Third Amended Agreed Order of Indefinite Restriction, the licensee entered into an Agreed Order of Reprimand and Fine, Case No. 1469, pursuant to which he was required to pay a fine of \$1,000 within six (6) months.
34. The licensee failed to comply with the terms and conditions of the Agreed Order of Reprimand and Fine when he failed to pay the required fine within six months.
35. On or about January 30, 2014, the licensee tendered payment of \$1,500 (\$1,000 of which was associated with the Agreed Order of Reprimand and Fine, Case No. 1469, and \$500 of which was the balance of a fine owed in association with the 2007 Third Amended Agreed Order of Indefinite Restriction, Case No. 934).
36. On or about March 20, 2014, the licensee appeared before the Panel and requested that he be allowed to resume the practice of medicine without restriction, except for a Letter of Agreement to maintain and comply with his Foundation contract. The licensee explained that he had not practiced clinical medicine in the United States for five (5) years; that he had an opportunity to pursue practice in Guam if restrictions were lifted from his license; and that he had also been offered an



opportunity to perform Medicare assessments for a private company in the United States.

37. On or about March 20, 2014, the Panel chose to allow the licensee to practice medicine pursuant to the terms and conditions of a Fourth Amended Agreed Order, pursuant to which the licensee was restricted to the performance of insurance assessments, including but not limited to Medicare and/or Medicaid assessments and required to maintain and comply with his contractual relationship with the Foundation. In addition, the licensee agreed not to seek further modification or expansion of his scope of practice unless and until he completed a clinical skills assessment (specifically within the specialty of Gastroenterology and any other area of practice in which he intends to engage) from the Center for Personalized Education for Physicians (CPEP), within no more than six (6) months prior to presenting a request for practice modification or expansion to the Panel and, if recommended, he obtained a CPEP Educational Plan.
38. In May 2014, the licensee completed a CPEP Clinical Skills Assessment in the practice of gastroenterology. According to CPEP, the licensee demonstrated “medical knowledge that was adequate but occasionally outdated or with gaps;” his clinical judgment and reasoning was adequate; his communication skills with simulated patients was poor; and his documentation of patient encounters was adequate with room for improvement.
39. In August 2015, the licensee asked CPEP to develop the recommended Educational Plan. In light of the fact that the licensee had not practiced in several years and his assessment results, CPEP recommended and developed an education plan which

will require that he practice with a preceptor and inpatient privileges in order to progress and complete.

40. In October 2015, the licensee asked that his agreed order be modified to allow him to resume practice at Knox County Hospital in order to complete the components of the CPEP Educational Intervention Plan, under the supervision of a preceptor, Dr. Raju Vora. The Panel chose to allow the licensee to expand his scope of practice for that purpose, pursuant to a Fifth Amended Agreed Order, which also allowed the Panel Chair to approve additional practice locations if appropriate.
41. On or about November 5, 2015, the licensee requested that he be approved to practice in an outpatient clinic environment in order to progress through the non-procedural components of the CPEP Educational Intervention Plan. The Panel Chair chose to allow the licensee to expand his practice locations for that purpose, pursuant to a Sixth Amended Agreed Order.
42. In 2017, after Dr. Moore successfully completed all of the components of the CPEP Education Plan and with the advocacy of the Kentucky Physicians Health Foundation, the Board terminated the licensee's agreed order in Case No. 934.
43. On or about February 21, 2025, the licensee submitted an Application for Renewal of Kentucky Medical/Osteopathic License for Year 2025 and answered "Yes" to Question No. 6, which asked: "Since you last registered, has any hospital or hospital medical staff removed, suspended, restricted, limited, probated, reprimanded or failed to renew your privileges for cause, or taken any other disciplinary action against your privileges?" In explanation of his answer, the licensee stated the following:

I was recently employed by ARH Barbourville Hospital when in October of 2023 a decision was made to close surgery at 3:30 pm daily making it impossible for me to take care of emergency patients and/or complications from procedures. The administration wanted to save about \$4,000 a month despite already profiting over \$1,000,000 monthly. Despite my objections this practice continued and ultimately lead to the death of one of my patients who was too unstable for transfer. My lawyers had contacted the legal dept for ARH threatening a lawsuit and requesting a release from my contract. During this time, I was contacted by an acquaintance of about 10 years who had recently become a patient, this young lady was a stepdaughter of a very good friend. When she called asking for help, she was very suicidal, stating she did not want to live and had a plan to end her life. I was also aware that she was on a novel antidepressant carrying a black box warning for increased suicide in young adults. She revealed that she was in a very abusive relationship and that her husband had said he would slit her throat when he decided to kill her, I advised her to return to her parents' home for safety however her mother instructed to return to her husband and "work it out". During this time, she stated I was the only person being nice to her and she fell in love with me and requested a lewd photo of which I had none but not wanting to abandon her emotionally I downloaded a picture of someone from the internet and sent it to her, the husband and mother later became aware of this interaction and complained to the hospital refusing to talk to me. ARH did not do a full investigation and jumped on the opportunity to fire me to be able to discredit me in court after talking only to the mother. I have never personally met this young lady, and had no intention of doing so, personally I have been sexually inactive for 2 years. With 20 years of sobriety I have learned how to talk to other alcoholics and addicts effectively trying to resolve conflicts, and realize there is no rational communication in most cases. After my dismissal I ironically received calls from 2 physicians at the hospital stating they "hoped this didn't get reported to the medical board", which I took as a threat to drop the thoughts of a lawsuit. I have not done anything but tried to help this young lady who is now free of the abuse and has stopped using drugs to cope. After much thought I have concluded that I would do the same thing again under the same circumstances, and agree that this was unorthodox, but it saved a life. I welcome a full investigation and will provide all the contacts to the investigator.

44. On or about March 5, 2025, upon inquiry, ARH reported the following to the Board:

6/11/2024 ARH Communication Specialist found several Facebook posts made by [Patient A's husband]. [Patient A's husband] alleged Dr. Thomas Moore sent pictures of his penis to his wife who is a patient of Dr. Thomas Moore's. The ARH Director of Risk and Compliance, along



with Human Resources conducted an investigation and determined the compliant was substantiated.

The allegation was substantiated based on the interview with Dr. Moore that was conducted on 6/13/2024. During the interview, Dr. Moore confirmed [Patient A] was a patient he had seen at the Corbin ARH clinic office while being employed at ARH. Dr. Thomas Moore also confirmed that he had sent inappropriate pictures to [Patient A]. Dr. Moore stated, "I probably did and good luck proving it was mine."

45. The licensee has left the Commonwealth of Kentucky is now residing in and practicing in the US Virgin Islands.

STIPULATED CONCLUSIONS OF LAW

The parties stipulate the following Conclusions of Law, which provide the legal bases for this Agreed Order:

1. The licensee's Kentucky medical license is subject to regulation and discipline by the Board.
2. Based upon the Stipulations of Fact, the licensee has engaged in conduct which violates KRS 311.595(9), as illustrated by KRS 311.597(4), and KRS 311.595(21). Accordingly, there are legal grounds for the parties to enter into this Agreed Order.
3. Pursuant to KRS 311.591(6) and 201 KAR 9:082, the parties may fully and finally resolve the pending investigation without an evidentiary hearing by entering into an informal resolution such as this Agreed Order.

AGREED ORDER

Based upon the foregoing Stipulations of Fact and Stipulated Conclusions of Law, and based upon the parties' mutual desire to fully and finally resolve the pending investigation, without an evidentiary hearing, the parties hereby enter into the following **AGREED ORDER:**



1. The license to practice medicine in the Commonwealth of Kentucky held by THOMAS J. MOORE, M.D., is hereby placed on PROBATION FOR A PERIOD OF UP TO FIVE (5) YEARS, with that period of probation to become effective immediately upon the date that this Agreed Order is filed of record.
2. During the effective period of this Agreed Order, the licensee's Kentucky medical license SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS until further order of the Board:
 - a. Within ten (10) days of filing of this Agreed Order, the licensee SHALL contact the Kentucky Physicians Health Foundation ("KPHF"), 6002 Brownsboro Park Boulevard, Suite D, Louisville, Kentucky 40207, Tel. (502) 425-7761, and schedule an evaluation to be performed at the KPHF's earliest and next available appointment, but no later than June 1, 2025;
 - i. Once scheduled, the licensee SHALL travel to KPHF and complete the evaluation as scheduled, at his expense. If the KPHF determines that the evaluation may reliably be completed via use of telehealth technologies, the licensee shall not be required to travel to KPHF;
 - ii. The licensee SHALL execute any necessary waivers requested by the KPHF to facilitate its prompt communication with collateral sources and the Board; and
 - iii. If recommended by the KPHF and within ten (10) days of such recommendation, the licensee SHALL contact and schedule a 96-hour inpatient evaluation at a KPHF-approved facility. The licensee SHALL then travel to and complete said inpatient impairment evaluation, at his expense, before July 15, 2025;
 - b. Within ten (10) days of filing of this Agreed Order, the licensee SHALL contact Jacquelyn Graven, Psy.D., Graven & Associates, 8007 Lyndon Centre Way, Suite 101, Louisville, Kentucky 40222, Tel. (502) 690-8024, and schedule a neuropsychological evaluation to be performed at the examiner's earliest and next available appointment but no later than June 1, 2025;



- i. Once scheduled, the licensee SHALL travel to Graven & Associates and complete the evaluation as scheduled, at his expense;
 - ii. The licensee SHALL execute any necessary waivers requested by Graven & Associates to facilitate its prompt communication with collateral sources and the Board; and
 - iii. If recommended by Jacquelyn Graven, Psy.D. and within ten (10) days of such recommendation, the licensee SHALL contact and schedule any follow-up evaluations/assessments at an approved facility. The licensee SHALL then travel to and complete said evaluations/assessments, at his expense, before July 15, 2025;
- c. Within twenty (20) days of entry of this Agreed Order, the licensee SHALL contact the Center for Personalized Education for Professionals ("CPEP"), Tel. (303) 577-3232, or LifeGuard, Tel. (717) 909-2590, to schedule a clinical skills assessment for the earliest dates available to both CPEP/LifeGuard and the licensee but no later than six (6) months from entry of this Agreed Order;
 - i. Both parties may provide relevant information to CPEP/LifeGuard for consideration as part of the clinical skills assessment. In order to permit the Board to provide such relevant information, the licensee SHALL immediately notify the Board's Legal Department of the assessment dates once the assessment is scheduled;
 - ii. The licensee SHALL travel to CPEP/LifeGuard and complete the assessment as scheduled, at his expense;
 - iii. Both parties SHALL be provided a copy of the Assessment Report for their review. The licensee SHALL complete any necessary waiver/release so that the Board may receive a copy of the Assessment Report for review. CPEP/LifeGuard will issue its Assessment Report, in accordance with its internal policies;
 - iv. If the Assessment Report recommends development of an education plan, the licensee SHALL take all necessary steps to arrange for CPEP/LifeGuard to immediately develop such a plan and the licensee shall immediately engage in that education plan, at CPEP/LifeGuard's direction and at the licensee's expense;
 1. If the licensee does not successfully complete the education plan before April 30, 2030, the licensee SHALL immediately cease practicing medicine/osteopathy in the



Commonwealth of Kentucky until allowed to do so by order of the Board;

- d. Within twenty (20) days of the filing of this Agreed Order, the licensee SHALL make all necessary arrangements to enroll in the *ProBE* Program offered through the Center for Personalized Education for Professionals (CPEP), 720 South Colorado Boulevard, Suite 1100-N, Denver, Colorado 80246, Tel. (303) 577-3232, at the earliest time but no later than six (6) months from entry of this Agreed Order;
 - i. The licensee SHALL complete and “unconditionally pass” the *ProBE* Program at the time and date(s) scheduled, at his expense and as directed by CPEP’s staff;
 - ii. The licensee SHALL provide the Board’s staff with written verification that he has completed and “unconditionally passed” CPEP’s *ProBE* Program, promptly after completing the program;
 - iii. The licensee SHALL take all steps necessary, including signing any waiver and/or consent forms required to ensure that CPEP will provide a copy of any evaluations, reports or essays from the *ProBE* Program to the Board’s Legal Department promptly after their completion;
 - iv. If upon completion of the *ProBE* Program, the licensee either “fails” or “conditionally passes” the *ProBE* Program, the licensee SHALL re-enroll for the next available course within thirty (30) days of receiving notice of the fail or unconditional pass;
 - v. The licensee understands and agrees that the failure to “unconditionally pass” the *ProBE* Program a second time, SHALL constitute noncompliance with this Agreed Order;
- e. Within twenty (20) days of the filing of this Agreed Order, the licensee SHALL make all necessary arrangements to enroll in the “Maintaining Professional Boundaries” course at The Center for Professional Health at Vanderbilt University Health Center, Nashville, Tennessee, Tel. (615) 936-0678, at the earliest time but no later than six (6) months from entry of this Agreed Order;
 - i. The licensee SHALL complete the course at the time and date(s) scheduled, at his expense and as directed by course staff;
 - ii. The licensee SHALL provide the Board’s staff with written verification that he has completed the “Maintaining Professional Boundaries” course, promptly after completing the course;



- iii. The licensee SHALL take all steps necessary, including signing any waiver and/or consent forms required to ensure that The Center for Professional Health at Vanderbilt University Health Center will provide a copy of any evaluations, reports or essays from course to the Board's Legal Department, if applicable; and
 - f. The licensee SHALL NOT violate any provision of KRS 311.595 and/or 311.597.
- 3. The licensee expressly agrees that, by entering into this Agreed Order, he waives his right to raise any constitutional, statutory or common law objection(s) he may have to the Agreed Order, its terms and the Board's conduct in conformity and enforcement of the Agreed Order.
- 4. The licensee expressly agrees that if he should violate any term or condition of this Agreed Order, the licensee's practice shall constitute an immediate danger to the public health, safety, or welfare, as provided in KRS 311.592 and 13B.125. The parties further agree that if the Board should receive information that he has violated any term or condition of this Agreed Order, the Panel Chair is authorized by law to enter an Emergency Order of Suspension or Restriction immediately upon a finding of probable cause that a violation has occurred, after an *ex parte* presentation of the relevant facts by the Board's General Counsel or Assistant General Counsel. If the Panel Chair should issue such an Emergency Order, the parties agree and stipulate that a violation of any term or condition of this Agreed Order would render the licensee's practice an immediate danger to the health, welfare and safety of patients and the general public, pursuant to KRS 311.592 and 13B.125; accordingly, the only relevant question for any emergency hearing



conducted pursuant to KRS 13B.125 would be whether the licensee violated a term or condition of this Agreed Order.

- 5. The licensee understands and agrees that any violation of the terms of this Agreed Order would provide a legal basis for additional disciplinary action, pursuant to KRS 311.595(13), and may provide a legal basis for criminal prosecution.

SO AGREED on this 6 day of May, 2025.

FOR THE LICENSEE:



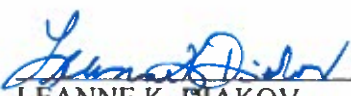
THOMAS J. MOORE, M.D.

COUNSEL FOR THE LICENSEE
(IF APPLICABLE)

FOR THE BOARD:



WAQAR A. SALEEM, M.D.
CHAIR, INQUIRY PANEL A



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