

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF SPEECH-LANGUAGE
PATHOLOGY AND AUDIOLOGY
ADMINISTRATIVE ACTION NO. 00-KBSL-0011**

**KENTUCKY BOARD OF SPEECH-LANGUAGE
PATHOLOGY AND AUDIOLOGY**

COMPLAINANT

v.

AGREED ORDER

**JUDITH B. SORENSON
License No. 0604**

RESPONDENT

WHEREAS, the Kentucky Board of Speech-Language Pathology and Audiology (hereinafter "the Board") is an agency of the Commonwealth of Kentucky and has jurisdiction over the administrative licensing and discipline of speech-language pathologists and audiologists in the Commonwealth pursuant to KRS Chapter 334A;

AND WHEREAS, Judith B. Sorenson (hereinafter referred to as the "Respondent") is a speech-language pathologist licensed to practice in the Commonwealth of Kentucky, license number 0604;

AND WHEREAS, the Respondent was employed as a speech-language pathologist by Interim HealthCare, located at 1009 Dupont Square, Louisville, Kentucky 40207, from April 3, 1995 until approximately May 31, 1996, when she resigned her position;

AND WHEREAS, the Respondent's job responsibilities with Interim HealthCare required her to provide speech-language pathology services to children and adults in their homes;

AND WHEREAS, the Respondent was assigned by Interim HealthCare to provide speech-language pathology services to client Allen Dentinger;

AND WHEREAS, on or about January 26, 1996, the Respondent began speech-language therapy with Allen Dentinger in his home and continued from time to time until approximately May 31, 1996;

AND WHEREAS, the Respondent submitted visit notes for reimbursement to Interim HealthCare indicating that she had provided speech-language services to Allen Dentinger approximately fifty times from January 1996 to May 1996;

AND WHEREAS, Donald Richard Dentinger, the father of Allen Dentinger, claims that the Respondent actually provided speech-language pathology services to Allen Dentinger on fewer occasions than submitted;

AND WHEREAS, on or about November 17, 1997 the Board received a letter from Ann Martin Mirgeaux of Interim HealthCare concluding that grounds existed to file a formal written complaint against the Respondent's license;

AND WHEREAS, the Respondent maintains that she has not violated any ethical standards in her practice as a speech-language pathologist;

AND WHEREAS, it has been alleged that such actions by the Respondent, if proven, would constitute a violation of KRS 334A.180(1)(b), and 201 KAR 17:041, Section 3(1)(d) and (2)(g) and Section 4(1)(c);

AND WHEREAS, the Respondent agrees to waive her right to a hearing in this matter. Rather than pursue a hearing on these allegations, the parties have decided to resolve this matter by means of this Agreed Order;

AND WHEREAS, this Agreed Order is subject to approval by the Board. If the Board fails to approve this Agreed Order, it shall be of no force or effect on either party, and it shall not be admissible for any purpose in further proceedings in this matter. If the Board approves this agreement, it shall fully dispose of all issues in this case.

WHEREFORE, IT IS HEREBY AGREED AND ORDERED:

(1) The Respondent denies a violation of the aforementioned rule, but is willing to enter into a compromise settlement since she has not practiced speech-language pathology in Kentucky for the past several years and presently does not intend to return to Kentucky.

(2) The Respondent shall reimburse the Board for the cost of investigative fees in this matter in the amount of five hundred dollars (\$500).

(3) The Respondent enters into this Agreed Order knowingly, willingly, voluntarily and after having reviewed the due process rights accorded her under KRS Chapter 334A, KRS Chapter 13B and the accompany regulations.

(4) The Respondent agrees that counsel for the Board may present this Agreed Order to the Board and may have *ex parte* communications with the Board while presenting it.

(5) The Respondent understands that by signing this Agreed Order she has waived her right to a hearing on these allegations, including the right to be at the hearing with counsel, to subpoena witnesses, and present testimony in her own behalf, and to confront those against her, the right to appeal the Board's decision as entered in the Agreed Order and full panoply of rights of hearing and appeal as authorized by statute, regulation and court decision.

(6) The Respondent acknowledges and understands that this Agreed Order is subject to disclosure under the Kentucky Open Records Act.

(7) The Respondent shall sign, date and return the Agreed Order in its entirety, along with a check in the amount of \$500 made payable to the Kentucky State Treasurer, to legal counsel for the Board, Diane Schuler Fleming, Office of the Attorney

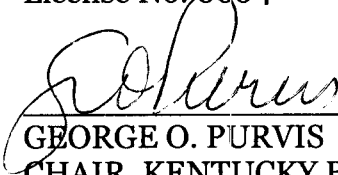
General, 700 capitol Avenue, Ste 118, Frankfort, KY 40601, on or before October 9, 2000.

(8) This agreement shall be part of the permanent record of the Respondent and may be considered by the Board in determining the nature and severity of any disciplinary action arising from the Respondent's future practice of speech-language pathology in the state of Kentucky.



JUDITH B. SORENSON
RESPONDENT
License No. 0604

9/20/00
DATE



GEORGE O. PURVIS
CHAIR, KENTUCKY BOARD OF
SPEECH-LANGUAGE PATHOLOGY
AUDIOLOGY

10/10/00
DATE

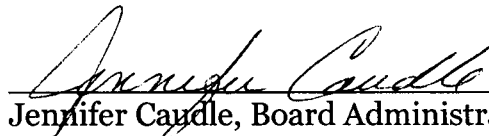
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing AGREED ORDER was sent by US Mail, postage pre-paid to the following on this the 11th day of October, 2000:

Hon. Stephen F. Schuster
Ogden, Newell & Welch
1700 Citizens Plaza
500 West Jefferson Street
Louisville, KY 40202-2874
Attorney for the Respondent

and by messenger mail to:

Hon. Diane Schuler Fleming
Office of the Attorney General
700 Capital Ave, Ste. 118
Frankfort, KY 40601
Board Counsel



Jennifer Caudle, Board Administrator