

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY
BOARD ACTION NO. 10-001
ADMINISTRATIVE ACTION NO. 10-KBSLPA-0141**

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

COMPLAINANT

v.

LONNIE HARRIS, License # 0777

RESPONDENT

AGREED ORDER OF SETTLEMENT

Parties

WHEREAS, the parties to the Agreed Order herein are the Kentucky Board of Speech-Language Pathology and Audiology, hereinafter referred to as the “Board,” and Lonnie Harris hereinafter referred to as the “Respondent.”

Jurisdiction

WHEREAS, the Board has jurisdiction over this matter pursuant to KRS Chapter 334A and the related administrative regulations.

History

WHEREAS, on or about Saturday, August 8, 2009, the Respondent provided speech therapy to patients WRS and JTM. These therapy sessions were conducted at an office of the Cabinet for Children with Special Healthcare Needs, hereinafter referred to as CCSHCN;

WHEREAS, WRS and JTM are patients of CCSHCN;

WHEREAS, at the time the services were provided, Respondent was employed by the CCSHCN as a therapist. At the same time, Respondent operated and solely-owned Harris Therapy Services, a private practice focused on the provision of speech therapy;

WHEREAS, for the services provided to JTM, Humana Insurance was billed by Harris Therapy Services;

WHEREAS, for the services provided to WRS, the Respondent accepted a personal check as payment for the provision of those services;

WHEREAS, Harris Therapy Services has one physical location and that location is in Richmond, KY;

WHEREAS, Respondent represented to an insurance company that the aforementioned services were performed at the office of his private business;

WHEREAS, Respondent failed to disclose to JTM, or the party responsible for payment for those services that their insurance would be charged for the referenced services;

WHEREAS, Respondent was notified on at least two occasions by his supervisor Melody Kazee that working in the CSHCN Office on the weekend is prohibited due to liability issues;

WHEREAS, Respondent used his e-mail account and office, which were provided pursuant to his employment with the Commonwealth, in the operation of his private business. Specifically, the Respondent used his state e-mail account and office in the provision of the aforementioned services;

WHEREAS, Respondent was given an opportunity to respond to the informal complaint filed in this case. Respondent exercised that right and filed a response on March 22, 2010. That Response was considered by the Board's Complaint Committee with the informal complaint prior to its decision to file a formal Complaint in this matter;

WHEREAS, the parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing.

Terms of Agreement

THEREFORE, it is hereby agreed between the undersigned parties that this matter shall be settled and resolved upon the following terms:

1) The Respondent shall carefully review the Agreed Order herein and enters into this Agreed Order knowingly, willingly and voluntarily and after having reviewed the due process rights afforded to him under KRS Chapter 334A and the accompanying regulations;

2) The Respondent, Lonnie Harris, acknowledges that the Board has accused him of violation of KRS 334A.180(1)(b). Specifically, the Board accused him of violating 201 KAR 17:041(1)(1)(a), 201 KAR 17:041(1)(2)(a), 201 KAR 17:041 (1)(2)(c), 201 KAR 17:041 (1)(5)(1), 201 KAR 17:041(1)(5)(2)(b), 201 KAR 17:041 (1)(5)(4), and 201 KAR 17:041(1)(6)(1)(b).

3) The Respondent admits count 3 of the charging complaint, violation of 201 KAR 17:041(1)(2)(c), as he used his professional relationships to further his own interests;

4) In the interest of settling this case in an expeditious manner, the Respondent agrees to the following terms set forth in the subsequent paragraphs;

5) The Board agrees that, pursuant to the admission contained in numerical paragraph 3, counts 1, 2, 4, 5, 6, and 7 of the charging complaint shall be dismissed.

6) ***The Respondent, Lonnie Harris, shall pay to the Board a fine in the sum of \$2,000.*** Payment of the fine shall be made by sending a personal checks or money orders made payable to the Kentucky Board of Speech-Language Pathology and Audiology, to the Board Office such that they are received according to the following schedule:

- a. Payment 1: A payment of \$667.00 shall be received at the Board Office prior to May 1, 2011;
- b. Payment 2: A payment of \$666.00 shall be received at the Board Office prior

to August 1, 2011; and

c. Payment 3: A payment of \$666.00 shall be received at the Board Office prior to November 1, 2011;

7) Respondent acknowledges that a check returned for insufficient funds shall constitute noncompliance with this agreement. In the event that a check is returned for insufficient funds, the Board may proceed with an administrative hearing on this matter pursuant to the procedures and processes outlined in KRS 13B. Further a check returned for insufficient funds shall constitute an independent violation of KRS 334A;

8) ***Respondent shall complete 10.0 hours of continuing education focused on ethics.*** The Respondent shall submit proof to the Board that this continuing education has been completed within six months of the entry of this Agreed Order as signified by the date the Agreed Order was signed by the Board Chair. The 10.0 hours of continuing education referenced in this term is ***in addition to*** any continuing education that Respondent is required to complete to retain his license;

9) The Respondent acknowledges that his renewal application shall be audited for two renewal cycles (four years) following entry into this Agreed Order;

10) The Respondent acknowledges that his attorney has advised him of his appeal rights in this case. Respondent agrees to waive the right to appeal from this Agreed Order;

11) The Respondent acknowledges that this Agreed Order is not entered and final until it is signed by the Board Chair after an affirmative vote of acceptance at a regular board meeting. Until this Agreed Order is signed by the Board Chair, Respondent acknowledges that its contents shall have no force or effect;

12) This agreement shall constitute the final resolution of the violations

allegedly committed by the Respondent and referenced in the “History” subsection of this agreement.

13) The Respondent acknowledges that non-compliance with this agreement shall constitute an independent violation of KRS 334A.

Voluntary Waiver of Rights

The Respondent, Lonnie Harris, has had the opportunity at all times to seek advice from competent counsel of choice. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Agreed Order.

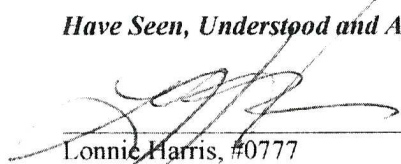
Publication of Settlement Agreement

The Respondent acknowledges that, once adopted by the Board, this Agreed Order shall be considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act, and may be reportable under federal law.

Complete Agreement

This Settlement Agreement consists of seven pages, inclusive of the certificate of service, and embodies the entire agreement between Kentucky Board of Speech-Language Pathology and Audiology and the Respondent, Lonnie Harris. It may not be altered, amended or modified without the express written consent of both parties.

Have Seen, Understood and Approved:



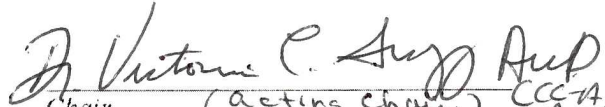
Lonnie Harris, #0777
Respondent

11/4/10

Date

J. Stephen McDonald
Attorney for Respondent

Date



Chair (Acting Chair) CCCA
KBSA
Kentucky Board of Speech-Language Pathology and Audiology Date

Certificate of Service

I hereby certify that a true and correct copy of the foregoing **Agreed Order** was mailed via U.S. mail, postage pre-paid to the following this 9th day of November, 2010:

Lonnie Harris
132 Pleasant Ridge
Richmond, KY 40475-3529 (By certified and regular mail)
Respondent

Mr. J. Stephen McDonald
The Fayette Building, Suite 200
145 West Main Street
Lexington, KY 40507 (Regular mail)
Attorney for Respondent

Michael West
Office of the Attorney General
700 Capitol Ave., Ste. 118
Frankfort KY 40601 (Regular mail)
Board Counsel

Ms. Susan Durant
Office of the Kentucky Attorney General
1024 Capitol Center Drive, Suite 200
Frankfort, KY40601 (Regular mail)
Hearing Officer

And the original shall be maintained by the Board


Board Administrator
Kentucky Board of Speech-Language Pathology and Audiology