



**LOUISIANA BOARD OF EXAMINERS FOR SPEECH-LANGUAGE
PATHOLOGY AND AUDIOLOGY**

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PHONE (225) 313-6358 or (800) 246-6050
WWW.LBESPA.ORG

IN RE: DORIAN J. HARRIS

JUNE 27, 2022

COMPLAINT NO.: 2021-0002

LICENSE NO.: N / A

CONSENT AGREEMENT AND ORDER

This *Consent Agreement and Order* ("Agreement") is agreed to and executed by and between **DORIAN J. HARRIS** ("Respondent") and the **LOUISIANA BOARD OF EXAMINERS FOR SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY** ("Board") (collectively, "Parties"), according to the Louisiana Speech-Language Pathology and Audiology Practice Act (La. R.S. 37:2650 *et seq*) ("Act"), Part LXXV of Title 46 of the Louisiana Administrative Code (LAC 46:LXXV.103 *et seq*) ("Code"), the Administrative Procedure Act (La. R.S. 49:950 *et seq*) ("APA"), and other applicable law. In consideration of this Agreement, the Board respectfully represents the following:

FACTUAL BACKGROUND

WHEREAS, Respondent is not licensed as a speech-language pathologist or authorized to practice speech-language pathology in Louisiana, regardless of his Certificate of Clinical Competence ("CCC") credentialing obtained from the American Speech-Language-Hearing Association ("ASHA") (ASHA No. 14068167). See La. R.S. 37:2651(4) and (8)); and

WHEREAS, on January 19, 2021, Respondent was hired by Xavier University

(New Orleans, Louisiana) (“Xavier”);¹ and

WHEREAS, on February 13, 2021, Respondent submitted an incomplete speech-language pathologist license application to the Board but never fully completed it in the manner required by the Act and the Code; and

WHEREAS, on March 1, 2021, Xavier promoted Respondent to “Interim Director of Clinical Education,” and he served in that capacity until on or about his resignation on August 2, 2021;² and

WHEREAS, during 2021, the Board received multiple license applications from Xavier graduate students, which included speech-language pathology clinical practicum summaries signed by Respondent in the capacity of a clinical supervisor of record, ostensibly exceeding Respondent’s unlicensed status in Louisiana (collectively, “Xavier Applications”). See, La. R.S. 37:2659;³ and

WHEREAS, Respondent reasonably contends he was no longer affiliated with Xavier at the time the aforementioned graduate students actually completed their clinical experience, except regarding one (1) Xavier applicant, whose individual licensure application is included in the Xavier Applications; and

WHEREAS, on August 16, 2021, the Board notified Respondent and Xavier of its investigation of Respondent’s potential violations of the Act and Code (“Complaint

¹ Exhibit A – August 31, 2021, *Harris Answer* (Redacted).

² Ex. A, p. 2 and Addendum D.

³ Ex. B – *Xavier Applications*, incl. CALIPSO Clock Hour Database Records (Redacted).

Notice”);⁴ and

WHEREAS, on August 31, 2021, Respondent answered the *Complaint Notice* providing in part, “On the occurrences that my name appears on Mr. [REDACTED]’s Clock Hour Data Form, I did complete a clinical briefing for a total of seven completed SIMUCASE simulations...” (“Harris Answer”);⁵ and

WHEREAS, Respondent reasonably contends that CALIPSO automatically generated or applied Respondent’s assigned, digital credential as the supervisor of record for that single Xavier applicant’s clock hour data form; and

WHEREAS, the *Harris Answer* further includes but is not limited to a June 5, 2021 email sent from Respondent to Xavier stating in part:

I’m sending this email to follow up regarding my speech pathology Louisiana licensure and my ability to work. When we met on Monday, May 31, 2021, you verbally read an email that you received from an LBESPA board member regarding my ability to function in my role as the Interim Director of Clinical Education. Can you forward that email to me? I want to ensure that I uphold my ethical standards by operating in a space that does not negatively impact my licensed professional [sic].⁶ (Emphasis added).

WHEREAS, on April 1, 2022, the Board notified Respondent of its request for an informal hearing (“Informal Hearing Notice”);⁷ and

WHEREAS, on April 22, 2022, Respondent participated with the Board in an informal hearing, according to La. R.S. 49:961 and *Louisiana State Board of Medical*

⁴ Ex. C – August 16, 2021, *Complaint Notice* (Redacted).

⁵ Ex. A, p. 10.

⁶ Ex. A, Addendum F.

⁷ Ex. D – April 1, 2022, Informal Hearing Notice.

Examiners v. Bertucci, 593 So.2d 798 (1992), to show compliance with the Act and the Code; and

ANALYSIS & ALLEGATIONS

WHEREAS, the Act specifically prohibits an individual from practicing speech-language pathology in Louisiana “unless the individual holds a current, unsuspended, unrevoked license issued by the [B]oard . . .” (La. R.S. 37:2652); and

WHEREAS, each speech-language pathologist applicant shall complete “supervised clinical practicum through an accredited educational program, as evidenced by official documentation from the institution the content of which shall be approved by the board” (La. R.S. 37:2659(B)(1)(c)); and

WHEREAS, licensees and registrants shall honor their responsibility to hold paramount the welfare of persons they serve professionally... and shall take all reasonable precautions to avoid harm to the individual served professionally. LAC 46:LXXV.701(E)(1); and

WHEREAS, individuals shall provide all clinical services and scientific activities competently and shall not misrepresent their credentials nor those under their supervision including... students or individuals completing the postgraduate professional employment / experience, and they shall fully inform those they serve professionally of the name, role, and credentials of persons providing services. LAC 46:LXXV.701(E)(1)(a) and (d); and

WHEREAS, individuals shall accurately record all services provided and shall not misrepresent services rendered or research and scholarly activities conducted. LAC

46:LXXV.701(E)(1)(p); and

WHEREAS, individuals shall honor their responsibility to achieve and maintain the highest level of professional competence and shall engage in only those aspects of the profession that are within the scope of their practice and competence, considering their level of licensure, registration, education, training and experience. LAC

46:LXXV.701(E)(2)(a); and

WHEREAS, a preponderance of known evidence shows Respondent violated the Act, the Code, or both as follows:

- By debriefing one student after the completion of certain Simucase clinical experiences, Respondent unlawfully practiced speech-language pathology in Louisiana, as defined by La. R.S. 37:2651, “without a current, unsuspended, unrevoked license issued by the [B]oard,” violating La. R.S. 37:2652 and 2662(B).
- Respondent misrepresented his speech-language pathology credentialing to the graduate students he professionally served, exceeded the scope of his authority in Louisiana by supervising a student in a clinical practicum setting without a license issued by the Board, and failed to maintain accurate records by failing to edit CALIPSO records to properly identify a licensed and qualified supervisor of record, violating the Act and the Code, including but not limited to LAC 46:LXXV.701(E)(1)(p) and (2)(a).

WHEREAS, Respondent amicably cooperated with the Board during this investigation and provided or clarified mitigating information and circumstances; and

WHEREAS, the Board did not find a preponderance of evidence that any person(s) was actually harmed by Respondent’s violations of the Act and / or the Code; and

WHEREAS, the Parties agree to avoid the uncertainties and costs of any unnecessary proceedings or litigation and to resolve this matter amicably and without further delay; and

WHEREAS, the Board has determined that executing this Consent Agreement and Order, subject to its terms and conditions, is in the best interest of the public.

NOW THEREFORE, for and in consideration of the terms and advantages of this Agreement, Respondent and the Board agree as follows:

ORDER

ARTICLE I

The Board shall release Respondent from any further claim, demand, or discipline of every kind and character whatsoever related to these matters, which is not explicitly included as a term or condition of this Agreement if the Respondent satisfies, abides by, and maintains strict compliance with the terms and conditions of this Agreement.

ARTICLE II

The Respondent shall do all the following:

1. Acknowledge, agree to, and strictly comply with the terms and conditions of this Consent Agreement and Order.
2. Acknowledge and agree this Consent Agreement and Order constitutes both a final decision of the Board, according to La. R.S. 49:958, and a formal reprimand, which shall be reported by the Board to the National Practitioner Data Bank (NPDB) and subject to the Public Records Law (La. R.S. 44:1 *et seq*).
3. Acknowledge and agree that the violations and admissions included herein shall be considered proven, and the only issue for any subsequent review of this Consent Agreement and Order shall be whether Respondent has failed to comply with its terms and conditions.
4. Pay a nonrefundable fine to the Board in the amount of ONE THOUSAND DOLLARS (\$1,000.00) on or before Friday, December 2, 2022. Further, Respondent understands and acknowledges that any failure to timely pay the fine may result in the Board referring the matter to the office of debt recovery within the Louisiana Department of Revenue, according to La. R.S. 47:1676.
5. Be prohibited from applying for licensure or telehealth registration, being licensed or registered, and / or practicing or otherwise rendering services as a speech-language pathologist in Louisiana until at least Friday, December 2, 2022.
6. Acknowledge and agree that any future application for licensure or registration submitted by Respondent to the Board shall include a copy of this Agreement.

7. Acknowledge and agree that nothing herein shall be construed to require the Board to grant any future application for licensure and / or license(s) of Respondent at any time.
8. Acknowledge and waive all legal, procedural, or judicial remedies, appeals, relief, or other rights afforded by the Act, Code, APA, or any other applicable law, related to this Agreement in any manner.
9. Offer no dispute or defense to any term, condition, allegation, or other provision of this Agreement.
10. Acknowledge and agree that Respondent's violation of this Agreement shall immediately nullify the Agreement upon such violation, whether known or unknown by the Board, and may result in additional disciplinary action.
11. Acknowledge and agree he has fully read and been advised by legal counsel, or had reasonable opportunity to do so, and fully understands the Agreement in its entirety.
12. Acknowledge and agree he enters into and executes this Agreement based on his free will, full understanding, and acceptance of all terms and conditions herein.
13. Release the Board from any claim or demand of every kind and character whatsoever in any manner related to Case No. 2021-002, which is not explicitly included as a term or condition of this Agreement.

ARTICLE III

The Board and Respondent understand and agree to all the following:

1. Each of the Parties waive all remaining procedural requirements or rights, specifically including but not limited to La. R.S. 49:958 and any other provision of the Act, Code, and APA.
2. Nothing in this Agreement shall deprive Respondent of any right to which Respondent shall subsequently become entitled to by operation of any law applicable to Respondent.
3. This Agreement contains the entire understanding and agreement between the Parties regarding the matters set forth herein.
4. Both Parties had reasonable opportunity to consult with legal counsel of their selection.
5. This Agreement shall be effective only following approval of a majority of the members of the Board. In the event this Agreement is not accepted by the Board, nothing herein shall preclude the Board from requiring a formal hearing of the matters set forth herein. It is further understood that the presentation and consideration by the Board members of this Agreement, including any evidence or information presented, shall not unfairly or illegally prejudice the Respondent, or

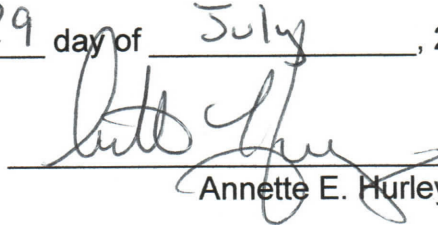
HARRIS, DORIAN J.

June 27, 2022, *Consent Agreement and Order*

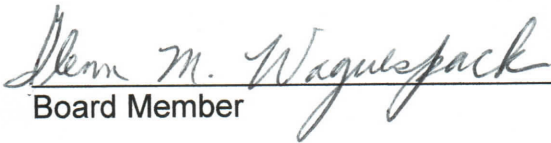
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preclude the Board or any of its members in any manner from further participation in hearings or resolution of these proceedings.

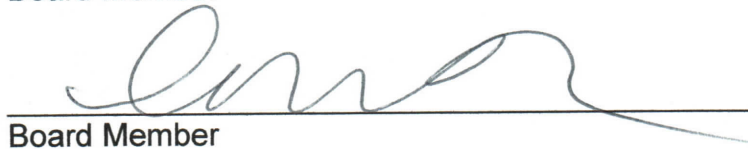
IN WITNESS HEREOF, the Louisiana Board of Examiners for Speech-Language Pathology and Audiology has agreed to and executed this Consent Agreement and Order in Prairieville, Louisiana on this 29 day of July, 2022.


Annette E. Hurley, Ph.D., L-AUD, Chair

**LOUISIANA BOARD OF EXAMINERS FOR SPEECH-
LANGUAGE PATHOLOGY AND AUDIOLOGY**


Board Member


Board Member


Board Member

HARRIS, DORIAN J.

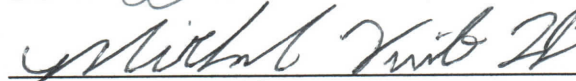
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IN WITNESS HEREOF, in conjunction with the Louisiana Board of Examiners for Speech-Language Pathology and Audiology, Respondent has knowingly and voluntarily agreed to and executed this *Consent Agreement and Order* in Washington (City), D.C. (State), on this 15 day of July, 2022.


MHS, CCC-SLP

DORIAN J. HARRIS


NOTARY PUBLIC

NOTARIZATION REQUIRED

