

# MINNESOTA BOARD OF PSYCHOLOGY

2829 University Avenue Southeast  
Suite #320  
Minneapolis, Minnesota 55414-3237  
(612) 617-2230; FAX (612) 617-2240



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## PERSONAL AND CONFIDENTIAL

December 23, 2010

Joseph Lee, M.A., Lee  
5 Woodland Drive  
Burnsville, Minnesota 55337

Dear Mr. Lee,

This letter is notification that the Minnesota Board of Psychology Complaint Resolution Committee has completed its review of your compliance with the Agreement for Corrective Action, dated October 9, 2009, and has determined that you have completed the agreed upon corrective action. Therefore, the complaint(s) referenced in the Corrective Action Agreement are closed.

Pursuant to Minnesota Statutes Section 214.103 an Agreement for Corrective Action is a public document, and as such becomes a permanent part of a licensee's public file. All other material related to a complaint is classified under the Minnesota Government Data Practices Act as "confidential" while the complaint is in active status, and "private" after it is closed. Therefore, such material is not part of your public licensure file and is not available to the public. Please note, however, that this letter will be included in your public licensure file to reflect your compliance with the Agreement for Corrective Action.

Sincerely,

A handwritten signature in cursive script that reads "Gail A. Schiff".

Gail A. Schiff  
Regulations Analyst

**BEFORE THE MINNESOTA  
BOARD OF PSYCHOLOGY  
COMPLAINT RESOLUTION COMMITTEE**

In the Matter of the License  
of Joseph Lee, M.A., L.P.  
License Number: LP1967

**AGREEMENT FOR  
CORRECTIVE ACTION**

This agreement is entered into by and between Joseph Lee, M.A., L.P. (“Licensee”), and the Complaint Resolution Committee of the Minnesota Board of Psychology (“Committee”) pursuant to the authority of Minn. Stat. § 214.103, subd. 6(a) (2006). Licensee and the Committee hereby agree as follows:

**FACTS**

1. Licensee neither admits nor denies the facts set forth herein, except as specifically noted. However, pursuant to Minnesota law and to avoid the necessity for further proceedings, the Board may consider the following facts as true for the purpose of this agreement. It is the intent of the parties that this Agreement for Corrective Action is a settlement of a disputed claim, and the facts set forth herein shall have no collateral estoppel effect, res judicata effect, or other preclusive effect, and no evidentiary value in any action or proceeding in any forum or process other than proceedings before the Minnesota Board of Psychology. Nothing in this paragraph shall limit or affect the Board’s obligation to fulfill any reporting requirements:

a. Licensee was licensed as a licensed psychologist in Minnesota on December 3, 1982. He has been and is now subject to the jurisdiction of the Board from which he holds a license to practice psychology in the State of Minnesota for all times material herein.

## Client #1

b. Client #1 was referred to Licensee for a court-ordered evaluation to assist the family court officer in making recommendations to the court regarding custody and parenting time for client #1 and her spouse.

c. On August 2, 2006, Licensee issued his report. He provided client #1 with Axis I diagnoses of, among other things, alcohol dependency and posttraumatic stress disorder and an Axis II diagnosis of antisocial personality disorder. Licensee further opined that client #1's mental disorder has been affecting her ability to care for her child.

d. Licensee failed to properly administer psychological tests, potentially affecting the results of the tests, as demonstrated by the following:

1) Client #1 was not provided a private room in which to take the test. Rather, Licensee had client #1 take it while seated on a chair in a hallway. There was no desk or table, so client #1 was forced to use telephone books as a writing surface.

2) The chair was across the hallway from a conference room, in which a meeting was going on. The door to the conference room was open, and people were entering and leaving, making it difficult for client #1 to concentrate. Ultimately, client #1 was forced to ask the people in the conference room to close the door.

3) A lamp on a nearby table was flickering, also making it difficult for client #1 to concentrate. She did notify Licensee of this problem, and he attempted to resolve it by replacing the light bulb. However, this did not resolve the issue.

e. Licensee's evaluation and subsequent report fail to conform to the standards of acceptable and prevailing practice and fail to contain all the requirements of Minn. R. 7200.5000, subp. 3, as demonstrated by the following:

1) Licensee's report contains interpretations of the results of the MMPI-II and the MCMI-III for client #1. However, with respect to the MMPI, Licensee appeared to have merely copied the information from the computer-generated reports. He did not provide any analysis of the information as it pertained to other information regarding client #1, nor as it pertained to his clinical impressions of client #1. With respect to the MCMI, it is unclear how Licensee arrived at his interpretation. However, in his discussion, he suggests as possible diagnoses "Histrionic Personality Disorder, aggression/sadistic personality disorder." The latter is not an Axis II personality disorder recognized by the DSM-IV.

2) Licensee failed to note any reservations or qualifications regarding the information, opinions, and conclusions contained in his report, as demonstrated by the following:

a) Licensee failed to qualify his usage of the MCMI-III, which tends to overstate the severity of disorders.

b) Licensee failed to disclose his unconventional administration of both the MMPI-II and MCMI-III and discuss how it may have affected the testing results.

c) Licensee appears to have relied upon client #1's soon-to-be ex-spouse as his only collateral contact, without qualifying the reliability of the information, given the acrimony of the divorce proceedings.

3) Although Licensee indicated in his interview that he recognizes the value and importance of a subject's therapy records as a source of information in performing an assessment, Licensee failed to obtain and review client #1's treatment records from her therapist, nor did he otherwise consult with the therapist, relying instead on a treatment summary the

therapist had provided much earlier for another person involved in client #1's custody case. Attempts by client #1's therapist to discuss Licensee's report were rebuffed by Licensee.

4) Licensee's report contains inaccurate information, and information portrayed inaccurately, as demonstrated by the following:

a) Licensee mischaracterizes client #1's alcohol use following the birth of her child by stating that she "carefully timed" her drinks to ensure her milk was pure, implying that client #1 regularly consumed, and perhaps abused, alcohol. According to the client, she would have only an occasional glass of wine or beer.

b) Licensee states that client #1 had been "sexually acting out" and abusing alcohol, both of which had affected her job and her marriage. Licensee had no basis for either statement.

5) Licensee's report contains opinions and conclusions which are not supported, either within the report itself or by the data Licensee reviewed in preparing his report, as demonstrated by the following:

a) Licensee provided client #1 an Axis II diagnosis of "301.7 Antisocial personality disorder." Licensee's report contains no analysis as to how he arrived at this diagnosis, and indeed it does not appear to be supported by client #1's test results or the data Licensee reviewed in authoring his report. It appears that Licensee's diagnosis of a psychopathic personality disorder may have been based upon the elevated scale 4 on client #1's MMPI results, a method of test interpretation no longer in favor. When asked about this diagnosis by an investigator from the Minnesota Attorney General's Office, Licensee indicated that when a person is sexually victimized at a young age, the impact is personality disorder in some form.

b) Licensee states that client #1's "mental disorder" has been affecting her ability to care for her son. Licensee does not clarify whether he is referencing his

Axis I diagnoses or his Axis II diagnosis, nor does he discuss how the unspecified mental disorder has affected client #1's ability to care for her son, and there does not appear to be substantiation for this statement in the data Licensee reviewed in authoring his report.

c) Licensee states that client #1 has not been adequately treated for her posttraumatic stress disorder. Licensee does not explain how client #1's treatment has been inadequate, nor does there appear to be support for this conclusion.

d) Licensee states that client #1's "unresolved psychological issues" may adversely affect client #1's child care. Licensee does not provide any substantiation for this statement, nor does there appear to be any in the underlying data.

e) Licensee's only recommendation for further treatment for client #1 is "long term psychotherapy." Licensee failed to discuss this recommendation in any further detail.

#### **Client #2**

f. Client #2 was referred to Licensee by Ramsey County Family Court for an assessment to assist the family court officer in preparing recommendations to the court regarding custody and parenting time.

g. On March 8, 2006, Licensee issued his report. He provided client #2 with Axis I diagnoses of, among other things, posttraumatic stress disorder and alcohol dependence and Axis II diagnoses of histrionic personality disorder with narcissistic personality features.

h. Licensee did not appear to have an established protocol for his evaluation of client #2 and, instead, asked client #2 how she would conduct the evaluation and what tests she would administer, then proceeded to conduct the evaluation accordingly. This included a three-hour home visit by Licensee and a three-hour interview of client #2's 7-year-old daughter.

i. Licensee failed to properly administer psychological tests, potentially affecting the results of the tests, as demonstrated by the following:

1) Client #2 was not provided a private room in which to take the test. Rather, Licensee had client #2 take it while seated in his office, while he was in close proximity.

2) Licensee continued to work while client #2 was taking the tests, answering telephone calls and working on his computer.

3) Licensee responded to questions client #2 had about the test questions, guiding her in how to answer them. At one point, Licensee and client #2 engaged in a heated discussion about corporal punishment. Licensee also asked client #2 questions about her ex-husband.

j. Licensee's evaluation and subsequent report fail to conform to the standards of acceptable and prevailing practice and fail to contain all the requirements of Minn. R. 7200.5000, subp. 3, as demonstrated by the following:

1) Licensee's report contains interpretations of the results of the MMPI-II and the MCMI-III for client #2. However, Licensee appeared to have merely copied the information from the computer-generated reports, without providing any analysis of the information as it pertained to other information regarding client #2, nor as it pertained to his clinical impressions of client #2, and his Axis II diagnosis of client #2 appears solely based upon these test results.

2) Licensee failed to note any reservations or qualifications regarding the information, opinions, and conclusions contained in his report, as demonstrated by the following:

a) Licensee failed to qualify his usage of the MCMI-III, which tends to overstate the severity of disorders.

b) Licensee failed to disclose his unconventional administration of both the MMPI-II and MCMI-III and discuss how it may have affected the testing results.

c) Licensee appears to have relied upon client #2's soon-to-be ex-spouse as his only collateral contact, without qualifying the reliability of the information, given the acrimony of the divorce proceedings.

3) Although Licensee indicated in his interview that he recognizes the value and importance of a subject's therapy records as a source of information in performing an assessment, Licensee failed to obtain and review client #2's treatment records from her therapist, nor did he otherwise consult with the therapist.

4) Although Licensee provided client #2 an Axis II diagnosis, his recommendations appear solely directed toward her Axis I diagnosis of posttraumatic stress disorder, for which client #2 was already undergoing treatment.

k. Between February and August 2006, client #2 made a minimum of six requests to have Licensee's records of her evaluation and his interview of her daughter released to her therapist and her daughter's therapist. Client #2's therapist was ultimately able to obtain her records, but the records of the daughter were never released.

1. Licensee charged an upfront fee of \$1021 for the evaluation, which he indicated to client #2 was the entire cost. He then submitted it to her insurance company, which paid him \$200. Licensee did not inform client #2 of this reimbursement. After client #2 learned of it from her insurance company, Licensee did not refund the money until after several months and several requests by client #2.

2. On April 17, 2009, Licensee met with the Committee to discuss the facts set forth in paragraph 1. Based on the discussion, the Committee views Licensee's practices to be a

violation of Minn. Stat. §§ 148.941, subd. 2(a)(1) (2006) (statute or rule Board is empowered to enforce), 2(a)(3) (unprofessional conduct), 2(a)(2) (fraudulent conduct), 148.98 and Minn. R. 7200.4500 (rules of conduct), 7200.4810, subp. 2.A. (dual relationship), 144.335, subd. 2, and 7200.4900, subp. 1a. (2005) (failed to provide client records upon request), 148.941, subd. 2(a)(4) (incompetent), 7200.5000, subp. 1b. (administered psychological tests when not qualified to do so), and 7200.5000, subp. 3 (incomplete psychological report), and Licensee agrees that the conduct cited above occurred and constitutes a reasonable basis in law and fact to justify the corrective action described in paragraph 3 below.

### **CORRECTIVE ACTION**

3. Licensee agrees to address the conduct referenced in paragraphs 1 and 2 by taking the following corrective actions:

a. ***Individual Forensic Report-Writing Course.*** Within 30 days of the effective date of this agreement, Licensee shall arrange to enroll in an individualized professional forensic report-writing course. The Committee will provide Licensee with a list of such courses, which have been approved, for the purposes of satisfying this requirement. If the Committee and Licensee concur that there is sufficient reason for Licensee not to enroll in any of the courses the Committee has listed, Licensee shall, within 30 days of the date of this agreement, submit to the Committee for approval, a syllabus, that includes goals, objectives, assignments, projects, methods and frequency of evaluation, etc., for a similar individualized forensic report-writing course. Licensee shall also submit the course instructor's curriculum vitae to the Committee for its approval of the instructor. The instructor shall be either a licensed psychologist or have a doctoral degree in psychology. Licensee shall complete the course within twelve (12) months of the effective date of this agreement. All fees for the course shall be paid by Licensee.

Successful completion of the forensic report-writing course shall be determined by the Committee.

b. ***Graduate-Level Course Work.*** Licensee shall complete a graduate-level course on psychological testing, administration, and interpretation. Licensee shall obtain approval from the Committee before commencing the course. The course must be listed as part of a graduate program and must be three semester credits or the equivalent. Audited courses will not be accepted for purposes of satisfying the terms of this agreement. Licensee shall send directly to the Board office an official transcript documenting for the Committee that Licensee received a passing grade in the course.

c. ***Professional Consultation.*** Licensee shall obtain professional consultation from a Minnesota licensed psychologist who has been engaged in the practice of psychology at least as long as Licensee and who engages in the same or similar areas of practice. Licensee shall identify the consultant within 30 days of the date this Agreement for Corrective Action becomes effective. The consultant shall be approved in advance by the Complaint Resolution Committee. The Committee reserves the right to reject the consultant proposed by Licensee. If the Committee rejects the consultant proposed by Licensee, the Committee may require that Licensee submit additional names, or the Committee may provide Licensee with the name of a consultant. Licensee shall have no previous personal or professional relationship with the consultant. Licensee shall meet with the consultant twice per month for a total of two hours per month. The consultant shall submit a report to the Board every three months and at the time Licensee petitions to have this Agreement for Corrective Action terminated. The first report is due within one month from the date consultation sessions begin, and all subsequent reports shall be submitted by the first day of the month in which they are due. Each report shall provide and/or address:

1) In the first report, a statement that the consultant has reviewed this Agreement for Corrective Action;

2) The dates on which consultations were held with Licensee;

3) Licensee's active participation in each consultation;

4) The issues discussed in each consultation;

5) The consultant's opinion as to Licensee's capacity to understand his professional role and record-keeping responsibilities;

6) At the time Licensee petitions to have this Agreement for Corrective Action terminated, the consultant's assessment of Licensee's ability to maintain accurate and complete client records, including client goals, diagnoses, objectives, progress records, and an assessment of Licensee's use of appropriate SOAP charting in the practice of Psychology; and

7) Any other information the consultant believes would assist the Board in its ultimate review in this matter.

d. ***Client Record Review.*** The consultant shall conduct a limited file review of Licensee's active files to document Licensee's record-keeping compliance. Record review shall be conducted once per month during Licensee's regularly scheduled consultation. Licensee is responsible for obtaining the appropriate written client consent prior to record disclosure to the consultant.

e. ***Licensee's Own Reports.*** Licensee shall submit a report to the Committee every two months and at the time Licensee petitions to have this Agreement for Corrective Action terminated. The first report is due one month from the date consultation sessions begin, and all subsequent reports shall be submitted by the first day of the month in which they are due.

Each report shall provide and/or address:

1) A brief statement of the topics discussed at each session;

2) What Licensee has learned from the consultations, including his own statement as to his comprehension and knowledge of his requirement to maintain accurate and complete client records, including client goals, objectives, diagnoses, progress records, and the use of appropriate SOAP charting in the practice of psychology;

3) At the time Licensee petitions to have this Agreement for Corrective Action terminated, Licensee's reasons for believing he is capable of maintaining complete and detailed client records in the practice of psychology; and

4) Any other information Licensee believes would assist the Board in its ultimate review of this matter.

f. ***Duration of Agreement.*** Licensee shall receive consultation for a minimum of one year. At the conclusion of the one-year period, Licensee may petition the Committee for a determination that he has fulfilled the requirements of the agreement.

4. Licensee shall be responsible for all costs incurred as a result of compliance with this agreement.

5. If any due date required by the Agreement for Corrective Action is not met, the Committee may fine Licensee \$100 per violation. Licensee shall pay the fine and correct the violation within five days after service on Licensee of a demand for payment and correction. If Licensee fails to do so, the Committee may impose additional fines not to exceed \$500 per violation. The total of all fines may not exceed \$5,000. Licensee waives the right to seek review of the imposition of these fines under the Administrative Procedure Act, by *writ of certiorari* under Minn. Stat. § 480A.06, by application to the Board, or otherwise. Neither the imposition of fines nor correction of the violation will deprive the Board of the right to impose additional discipline based on the violation.

6. No condition imposed as a remedy by this Agreement for Corrective Action shall be used as a continuing education activity for the purpose of renewal of Licensee's license to practice psychology, unless it is specifically stated in this Agreement for Corrective Action that the condition may be used for this purpose.

#### **OTHER INFORMATION**

7. Licensee understands that this agreement does not constitute disciplinary action.

8. Upon Licensee's satisfactory completion of the corrective action referenced in paragraph 3, the Committee agrees to dismiss the complaint(s) referenced in paragraph 1. Licensee agrees that the Committee shall be the sole judge of satisfactory completion. Licensee understands and further agrees that if, after dismissal, the Committee receives additional complaints similar to the facts in paragraph 1, the Committee may reopen the dismissed complaint(s).

9. If Licensee fails to complete the corrective action satisfactorily, or if the Committee receives additional complaints similar to the facts described in paragraph 1, the Committee may, at its discretion, reopen the investigation and proceed according to the Board's practice act and Minn. Stat. chs. 214 and 14. In any subsequent proceeding, the Committee may use as proof of the facts of paragraph 1 Licensee's agreements herein. Licensee agrees that failure to complete corrective action satisfactorily constitutes failure to cooperate under Minn. Stat. § 148.941, subd. 4, and may subject Licensee to disciplinary action by the Board.

10. Licensee has been advised by Committee representatives that Licensee may choose to be represented by legal counsel in this matter. Licensee has chosen to be represented by Patrick H. Elliott. The Committee is represented by Nathan W. Hart, Assistant Attorney General.

11. This agreement shall become effective upon execution by the Committee and shall remain in effect until the Committee dismisses the complaint, unless the Committee receives additional information that renders corrective action inappropriate. Upon receipt of such information, the Committee may, at its discretion, proceed according to the Board's practice act and Minn. Stat. chs. 214 and 14.

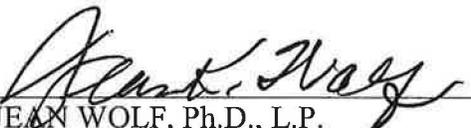
12. Licensee understands and acknowledges that this agreement and any letter of dismissal are classified as public data.

13. Licensee hereby acknowledges having read and understood this agreement and having voluntarily entered into it. This agreement contains the entire agreement between the Committee and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this agreement.

LICENSEE

MINNESOTA BOARD OF PSYCHOLOGY  
COMPLAINT RESOLUTION COMMITTEE

  
\_\_\_\_\_  
JOSEPH LEE, M.A., L.P.

  
\_\_\_\_\_  
JEAN WOLF, Ph.D., L.P.  
Committee Chair

Dated: 9-24-09

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
TED THOMPSON, M.Ed., L.P.  
Committee Member

Dated: 10-9-09

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