

BEFORE THE BOARD OF PSYCHOLOGIST EXAMINERS
FOR THE STATE OF ARIZONA

In the Matter of :

Young B. Lee, Ph.D.

Holder of License No. 1134
for the Practice of Psychology
in the State of Arizona

Case No. 10-11

**CONSENT AGREEMENT,
FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
ORDER OF PROBATION,
SUPERVISION AND
PRACTICE MONITOR**

On February 4, 2011 the Arizona Board of Psychologist Examiners ("Board") discussed Case No. 09-48 regarding Young B. Lee Ph.D. ("Licensee"). Dr. Lee and his attorney, Mark I. Harrison, were present at the proceedings and made a presentation to the Board and answered questions. The complainants, N.M. and J.M., were not present. After reviewing the information presented, the Board voted to offer Licensee this Consent Agreement for Order of Probation, Supervision and Practice Monitor in lieu of further administrative proceedings.

JURISDICTION

1. The Board is authorized to regulate the practice of psychology in Arizona pursuant to A.R.S. § 32-2061, *et seq.*

2. Licensee is the holder of license number 1134 for the practice of psychology in the State of Arizona.

3. The Board has personal and subject matter jurisdiction over Licensee pursuant to A.R.S. § 32-2061, *et seq.*

CONSENT AGREEMENT

Licensee understands and agrees that:

1. The Board and Licensee enter into this Consent Agreement to promptly and judiciously resolve this matter, consistent with the public interest and the statutory requirements of the Board.

2. The Board has jurisdiction over Licensee and the subject matter pursuant to A.R.S. § 32-2061 *et seq.*

1 3. Licensee has the right to consult with an attorney prior to entering into this
2 Consent Agreement.

3 4. Licensee has a right to a public hearing concerning this case. He further
4 acknowledges that at such formal hearing he could present evidence and cross-examine
5 witnesses. Licensee irrevocably waives his right to such a hearing.

6 5. Licensee irrevocably waives any right to rehearing or review or to any judicial
7 review or any other appeal of this matter.

8 6. This Consent Agreement shall be subject to the approval of the Board and shall
9 be effective only when signed by the Executive Director and accepted by the Board. In the
10 event that the Board does not approve this Consent Agreement, it is withdrawn and shall be of
11 no evidentiary value and shall not be relied upon nor introduced in any action by any party,
12 except that the parties agree that should the Board reject this Consent Agreement and this case
13 proceeds to hearing, Licensee shall assert no claim that the Board was prejudiced by its review
14 and discussion of this document or any records relating thereto.

15 7. The Consent Agreement, once approved by the Board and signed by the
16 Licensee, shall constitute a public record which may be disseminated as a formal action of the
17 Board.
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19

20 **FINDINGS OF FACT**

21 8. The complainant, N.M., is the biological father of minor daughter. Minor
22 daughter currently resides with paternal grandparents. N.M. relinquished guardianship of minor
23 daughter to paternal grandparents after divorcing his first wife.

24 9. After a period of time, N.M. remarried (J.M. – Stepmother) and has been
25 petitioning to regain full custody of his minor daughter.

26 10. Paternal grandparents sought to retain custody of minor daughter and therefore
27 sought a referral to a psychologist to discuss the custody proceedings. Paternal grandparents
28 were referred to Dr. Lee because they share the same ethnic background.

 11. On August 6, 2009, paternal grandparents consulted with Dr. Lee regarding the
 upcoming custody hearing of the minor daughter.

1 12. Dr. Lee authored an evaluation report dated August 11, 2009, proffering an
2 opinion regarding custody of the minor daughter.

3 13. Dr. Lee authored this report wherein he rendered opinions regarding N.M. and
4 the stepmother, J.M., without having conducted an evaluation of either party.

5 14. Dr. Lee submitted a timely response to the Request for Investigation but failed
6 to include the client records.

7 15. Dr. Lee disclosed that the client records were misplaced or discarded during a
8 recent renovation of his office.

9 CONCLUSIONS OF LAW

10 16. The conduct and circumstances described above constitute unprofessional
11 conduct pursuant to A.R.S. § 32-2061(A)(13)(h) – failing to maintain and retain adequate
12 business, financial or professional records, for failing to safely secure client records prior to the
13 renovation of Licensee’s office which led to the possible destruction and/or misplacement of
14 client records.

15 17. The conduct and circumstances described above constitutes unprofessional
16 conduct pursuant to A.R.S. § 32-2061(A)(13)(o) – Providing services that are unnecessary or
17 unsafe or otherwise engaging in activities as a psychologist that are unprofessional by current
18 standards of practice for the manner in which Licensee provided services beyond the scope of
19 his expertise by conducting an evaluation and making a custody recommendation without
20 interviewing all parties involved.

21 ORDER FOR PROBATION, SUPERVISION AND PRACTICE MONITOR

22 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree as
23 follows:

24 1. **PROBATION:** Licensee’s license as a Psychologist is placed on probation for a
25 minimum period of 12 months from the effective date of this Consent Agreement and Order.
26 This Consent Agreement and Order is effective on the date it is signed by the Board’s
27 Executive Director on behalf of the Board.

28 2. **SUPERVISION:** In the event the Licensee sees patients in his private practice
during the term of probation, Licensee shall obtain an independent licensed psychologist who
shall act as a Supervisor to meet with and evaluate Dr. Lee’s practice of psychology, with

1 special reference to forensic, custodial and transference issues. The Supervisor may also act as
2 the Practice Monitor.

3 3. **PRACTICE MONITOR:** Licensee shall employ a Practice Monitor for at least
4 six (6) months to ensure that Licensee is up to current standards of practice regarding record
5 retention. Practice Monitor shall educate Dr. Lee on current medical record practices and
6 HIPAA practices in order to ensure client confidentiality and appropriate documentation. The
7 Practice Monitor may also serve as the Supervisor.

8 4. **SELECTION OF SUPERVISOR/PRACTICE MONITOR:** Within ten (10)
9 days of the date of this Consent Agreement and Order for Practice Monitoring and
10 Supervision, Dr. Lee shall make arrangements with one of the following psychologists to act
11 as his Supervisor and/or Practice Monitor.

12 Daniel Schulte, Ph.D.
13 14214 South 14th Street
14 Phoenix, AZ 85048
15 (480) 332-7981

16 Lawrence Sideman, Ph.D.
17 2233 W. Dunlap Avenue, Suite 150
18 Phoenix, AZ 85021
19 (602) 216-3104

20 Mathilda Canter, Ph.D.
21 4035 E. McDonald Drive
22 Phoenix, AZ 85018-1115
23 (602) 840-2834

24 In the event that these psychologists are unable or unwilling to act as Dr. Lee's
25 Practice Monitor/Supervisor, Dr. Lee shall notify immediately the Board staff in writing that
26 these psychologists will not be acting as Dr. Lee's Supervisor/Practice Monitor. The Board
27 staff shall then provide Dr. Lee with the names and contact information of three (3) other
28 Arizona-licensed psychologists who are willing to act as Dr. Lee's Supervisor/Practice
Monitor. Any changes or modifications in the Supervisor or Practice Monitor shall be reported
to the Board within three (3) business days.

5. **REPORTS:** The Supervisor and/or Practice Monitor shall provide written
quarterly reports, due on the 10th of the month starting the month after the effective date of this
Order, to the Board regarding the Licensee's progress and understanding of therapeutic issues

1 associated with custody and any transference issues encountered. The Practice Monitor shall
2 provide a written report of the Licensee's knowledge and understanding of record retention
3 laws. The Supervisor is required to submit quarterly reports even if Dr. Lee did not see any
4 private patients the previous month.

5 6. **PROOF OF SECURING RECORDS:** Within ten (10) days of the effective
6 date of this Consent Agreement and Order, Dr. Lee shall submit proof to the Board that he has
7 safely secured all of his client records. This proof may include receipts for the purchase of a
8 locked filing/storage cabinet and a statement from Dr. Lee that the client files are safely
9 secured in the locked filing/storage cabinet.

10 7. **COSTS:** The Licensee shall be responsible for all costs incurred as a result of
11 his compliance with this Order.

12 8. **TERMINATION OF PROBATION:** At the end of 12 months, unless
13 otherwise ordered by the Board, Licensee shall petition the Board, in writing, and request
14 termination from probation and supervision. If the Board determines that Licensee has not
15 complied with all the requirements of this Consent Agreement, the Board may either (a)
16 continue the probation, including supervision/practice monitoring or (b) institute proceedings
17 for noncompliance with this Consent Agreement, which may result in the suspension,
18 revocation or other disciplinary and/or remedial action.

19 10. **CONTINUED APPLICATION OF TERMS:** If, between the effective date of
20 this Consent Agreement and the termination of Licensee's probation by the Board, Licensee
21 fails to renew his license while under this Consent Agreement and subsequently applies for a
22 license, the remaining terms of this Consent Agreement, including probation and supervision,
23 shall be imposed if the application for licensure is granted.

24 11. **VOLUNTARY ACCEPTANCE OF TERMS:** Licensee has read and
25 understands this Consent Agreement as set forth herein and has had the opportunity to discuss
26 this Consent Agreement with an attorney or has waived the opportunity to discuss this Consent
27 Agreement with an attorney. Licensee voluntarily enters into this Consent Agreement for the
28 purpose of avoiding the expense and uncertainty of an administrative hearing.

12. **WAIVERS:** Licensee understands that he has a right to a public administrative

1 hearing concerning each and every allegation set forth in the above-captioned matter, at which
2 administrative hearing he could present evidence and cross-examine witnesses. By entering
3 into this Consent Agreement, Licensee freely and voluntarily relinquishes all rights to such an
4 administrative hearing, as well as all rights of rehearing, review, reconsideration, appeal,
5 judicial review or any other administrative and/or judicial action, concerning the matters set
6 forth herein. Licensee affirmatively agrees that this Consent Agreement shall be irrevocable.
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8 13. **CONSIDERATION IN FUTURE ACTIONS:** Licensee understands that
9 this Consent Agreement, or any part thereof, may be considered in any future disciplinary action
10 against him.

11 14. **FINAL RESOLUTION:** The parties agree that this Consent Agreement
12 constitutes final resolution of this disciplinary matter but further understands that this Consent
13 Agreement does not constitute a dismissal or resolution of other matters currently pending
14 before the Board, if any, and does not constitute any waiver, expressed or implied, of the
15 Board's statutory authority or jurisdiction regarding any other pending or future investigations,
16 actions or proceedings. Licensee also understands that acceptance of this Consent Agreement
17 does not preclude any other agency, subdivision or officer of this state from instituting other
18 civil or criminal proceedings with respect to the conduct that is the subject of this Consent
19 Agreement.
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21 15. **TIME:** Time is of the essence with regard to this agreement.

22 16. **NON-COMPLIANCE:** If Licensee fails to comply with the terms of this
23 Consent Agreement, the Board shall properly institute proceedings for noncompliance with this
24 Consent Agreement, which may result in suspension, revocation, or other disciplinary and/or
25 remedial actions. Licensee agrees that any violation of this Consent Agreement is a violation
26 of A.R.S. § 32-2061(13)(aa), which is "violating a formal board order, consent agreement, term
27 of probation or stipulated agreement."
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17. **ACCEPTANCE BY THE BOARD:** Licensee understands that the foregoing
Consent Agreement shall not become effective unless and until adopted by the Board of

1 Psychologist Examiners and executed on behalf of the Board. Any modification to this original
2 document is ineffective and void unless mutually approved by the parties in writing.

3 18. **PUBLIC RECORD:** Licensee understands that this Consent Agreement is a public
4 record that may be publicly disseminated as a formal action of the Board.
5

6 Dated this 8th day of March, 2011.
7

8 Young B. Lee Ph.D.
9 Young B. Lee, Ph.D.
10 Licensee

Cindy Olvey Psy.D.
Cindy Olvey, Psy.D
Executive Director
Board of Psychologist Examiners

11
12 ORIGINAL of the foregoing filed this
13 8th day of March, 2011, with:

14 The Arizona State Board of Psychologist Examiners
15 1400 West Washington, Suite 235
16 Phoenix, Arizona 85007

17 COPY of the foregoing mailed by Certified Mail
18 No. 7009225000011488633 this
19 8th day of March, 2011, to:

20 Young B. Lee, Ph.D.
21 Address of Record
22

23 Copy of the foregoing mailed this
24 8th day of March, 2011, to:
25 Mark I. Harrison, Esq.
26 Osborn Maledon
27 The Phoenix Plaza
28 21st Floor
2929 North Central Avenue
Phoenix, AZ 85012-2794

1 Copy of the foregoing mailed by interagency mail this
2 8 day of march, 2011, to:

3 Jeanne Galvin, Esq.
4 Office of the Attorney General
5 1275 West Washington, CIV/LES
6 Phoenix, Arizona 85007

7 By: Heather Duracinski

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