

Before the West Virginia Board of Examiners of Psychologists

**W. Va. Board of Examiners of
Psychologists,**

Complainant,

v.

Case No.: 2024-4

Joseph R. Scotti, Ph.D.,

Respondent.

Consent Agreement and Order

Pursuant to W. Va. Code § 30-21-1 *et seq.*, the West Virginia Board of Examiners of Psychologists (“Board”) began an investigation concerning licensed psychologist Joseph R. Scotti, Ph.D., and possible violations of W. Va. Code R. § 17-3-21.7 (Psychological Testing) and W. Va. Code R. §17-6-15.2 (Misrepresentation). The parties have reached an agreement as to the appropriate disposition of this matter, with consideration to necessary safeguards for protection of the public and do hereby agree as follows:

Findings of Fact

1. The Board is a state entity created by the West Virginia Code § 30-21-1 *et seq.*, and it is empowered to regulate the practice of psychology in West Virginia.
2. Dr. Scotti at all times relevant to this investigation, was a licensed psychologist in the State of West Virginia, License No. 532, and he is subject to the jurisdiction and authority of the Board and applicable statutes, regulations, and licensing requirements.
3. The Board investigated a written complaint it received from Gilmer County Schools concerning Dr. Scotti’s testing and assessment of an elementary student in 2023. The complaint alleged that Dr. Scotti adjusted the responses of a special education teacher on the Adaptive Behavior Assessment System-3 (ABAS-3) without the teacher’s consent or knowledge.

4. Dr. Scotti avers that he indicated in his report that he discussed the initial ABAS ratings with the teacher, and that they together adjusted the ratings on some of the individual items of the ABAS. Dr. Scotti avers that he stated in his report that the ABAS scores reported in Table 3 of his report were based on these jointly revised ratings.

5. Dr. Scotti further avers that the revisions to the ratings on some items did not significantly change the overall scores on the ABAS and thus did not result in some advantage to the student in terms of diagnosis or recommended services.

6. Lastly, Dr. Scotti avers that objections were not raised by the teacher (nor anyone else) at the time that Dr. Scotti presented his report at the IEP meeting, which the teacher had attended.

7. The teacher communicated to the Board that she and Dr. Scotti did meet after her initial completion of the ABAS; however, she alleges that Dr. Scotti did not discuss this matter with her, and that she did not know that her responses had been adjusted. Dr. Scotti avers that he not only met with the teacher to hold this discussion about adjustments to her original scores, but that he has contemporaneous documentation of such.

8. Dr. Scotti does not dispute that the teacher has a different recollection of their conversation and acknowledges that he could have been clearer with the teacher about this issue at the time.

9. Additionally, Gilmer County Schools was concerned that Dr. Scotti utilized an outdated version of the Woodcock-Johnson Tests of Achievement (WJTA-3), which could raise questions about the accuracy of the assessment results in terms of outdated norms, and thus a potential misdiagnosis and potentially inharmonious recommendations. Dr. Scotti's use of the WJTA-3 (instead of version 4) may have violated West Virginia Code R § 17-3-21.7, which reads

as follows: "Current versions of psychological tests must be used no later than 18 months after their dates of publication."

10. Dr. Scotti avers that the WJTA-3 was used as part of a functional behavioral assessment of the student, and not primarily as an assessment of academic achievement. In fact, WJTA scores obtained from Dr. Scotti's assessments were in good agreement with the assessments previously conducted by the school and the results similarly supported the known academic delays of the student. Dr. Scotti acknowledges that his evaluative report could have been clearer on these points.

11. Dr. Scotti pledges that in the future he will use the most current versions of psychological tests as defined in West Virginia Code R. § 17-3-21.7. "Current versions of psychological tests must be used no later than 18 months after their dates of publication."

12. Dr. Scotti pledges that he shall follow all applicable statutes, regulations, standards and protocols when administering and interpreting psychological tests.

13. Dr. Scotti pledges that in the future if he has concerns about test results, he will explain such concerns in his reports. He further pledges to be clear in his reports if standard psychological tests are used for something other than their intended purpose.

14. Dr. Scotti avers and maintains that, at all times at issue herein, and at all times in his practice as a licensee before the Board, he has acted in good faith and followed applicable laws, regulations, codes of conduct, and has behaved reasonably and within the accepted standards of the profession.

15. The Board and Dr. Scotti desire to resolve this disputed claim using this negotiated Consent Agreement and Order as follows:

Conclusions of Law

1. The Board has jurisdiction to take disciplinary action against Dr. Scotti.
2. To carry out its regulatory duties, the Board has the authority to take corrective action against an individual's psychology license if the individual has engaged in behavior in violation of application statutes, rules, or codes of conduct. See W. Va. Code § 30-21-6; See W. Va. Code § 30-21-10; See W. Va. Code R. § 17-4-4.
3. The Board may, after notice and opportunity for hearing, take corrective action against a psychologist upon satisfactory proof that the psychologist, in his or her professional capacity, engaged in conduct, practices, or acts deviating from accepted standards of professional conduct as set forth in article twenty-one, chapter thirty of the West Virginia Code or any reasonable rule and regulation promulgated by the Board. See W. Va. Code § 30-21-10(b)(4).
4. A psychologist shall be responsible for his/her own professional decisions and professional actions. See W. Va. Code R. § 17-6-2.3.
5. The allegations set out above in the Findings of Fact, if proved consistent with the applicable burden of proof, may potentially demonstrate that Dr. Scotti did not comply with applicable law, codes of conduct, and/or regulations concerning licensed psychologists in West Virginia.

Consent of Licensee

Dr. Scotti, by affixing his signature hereto, acknowledges the following:

1. Dr. Scotti acknowledges the Board has jurisdiction over him and the alleged conduct which has precipitated this Consent Agreement and Order.
2. Dr. Scotti has been given the opportunity to consult with legal counsel and meet with the Board, and he executes this negotiated Consent Agreement and Order voluntarily, freely, without compulsion or duress, and he is mindful that it has legal consequences.

3. No person or entity has made any promise or given any inducement whatsoever to encourage Dr. Scotti to make this settlement other than as set forth herein.

4. Dr. Scotti acknowledges that he is aware he may pursue this matter through appropriate administrative proceedings, and he is aware of his legal rights regarding this matter, but intelligently, knowingly, and voluntarily waives such rights, but he does not waive his rights regarding the interpretation, execution, or compliance with this Consent Agreement and Order.

5. Dr. Scotti expressly acknowledges that the entire agreement is contained in this Consent Agreement and Order and that no representations, promises, or inducements have been made by or to Dr. Scotti other than as they appear in this Consent Agreement and Order.

6. Dr. Scotti acknowledges that this Consent Agreement and Order is a public document available for inspection by the public in accordance with the provisions set forth in the West Virginia Freedom of Information Act (W. Va. Code § 29B-1 *et seq.*), and may be reported to other governmental agencies, professional boards, or other organizations.

7. Dr. Scotti waives any defenses including, but not limited to, laches, statutes of limitation, and estoppel, that he may have otherwise claimed as a condition of this Consent Agreement and Order.

8. Dr. Scotti consents to the entry of the following Order affecting his conduct as a licensed psychologist in the State of West Virginia.

Order

Based on the foregoing, the Board does hereby ORDER and DECREE that:

1. Beginning on the date of execution of this Consent Agreement and Order, Dr. Scotti's license shall be placed on probation for a period of one (1) year.

2. During this period of probation, Dr. Scotti can continue to conduct psychological testing and assessment of school age children and adolescents, which includes testing and

assessment of educational services eligibility, only under the supervision of a Board-approved licensed psychologist who shall review and approve via cosigning all such evaluative and diagnostic reports completed by Dr. Scotti. The supervising psychologist shall meet with Dr. Scotti once every other month for at least one hour during the probation period. The supervising psychologist shall submit reports every three months to the Board regarding Dr. Scotti's performance. The parties shall execute a supervisory agreement outlining the terms of supervision prior to initiation of such supervision.

3. No other limits are placed on Dr. Scotti's independent practice during this period of probation.

4. During this period of probation, and at his expense, Dr. Scotti shall successfully complete Board-approved continuing education as follows:

Ethics – 3 hours

Psychological Testing and Assessment – 3 hours

Psychoeducational Testing and Assessment – 3 hours

This continuing education may be taken in person or online. Dr. Scotti shall acquire prior Board approval of each continuing education course, submit written verification to the Board of his enrollment in each course, and shall submit proof of having successfully completed each course. Dr. Scotti acknowledges this continuing education is in addition to the continuing education hours that are needed in the normal course of renewing his license.

5. By the 5th day of the 12th month of the probation period, the supervising psychologist shall submit a final report to the Board, which shall include his or her opinion of whether Dr. Scotti has met the requirements of the Consent Agreement and Order and a recommendation concerning Dr. Scotti's ability to fully return independent practice.

6. During the 12th month of the probation period, Dr. Scotti shall appear before the Board in person or via video conferencing (at his discretion) to confirm that he has met all the requirements of the Consent Agreement and Order. If the Board concludes that Dr. Scotti has met all the requirements of the Consent Agreement and Order, the Board shall terminate Dr. Scotti's probationary period.

7. Dr. Scotti shall at all times cooperate with the Board, and any of its agents or employees, in the monitoring or investigation of Dr. Scotti's compliance with the terms and conditions of this Consent Agreement and Order.

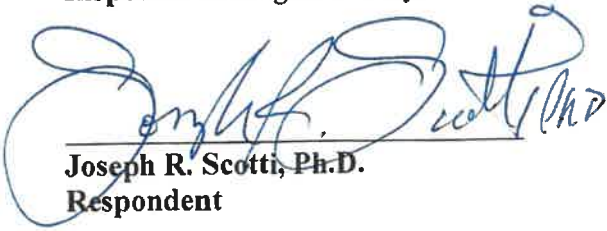
8. Dr. Scotti's failure to comply with the terms and conditions of this Consent Agreement and Order hereby imposed shall be deemed a violation of this Consent Agreement and Order, and should Dr. Scotti violate any of the terms of this Consent Agreement and Order, the Board may initiate proceedings to further discipline Dr. Scotti's license. Respondent shall have the right to contest any such allegations of violating the Consent Agreement and Order by way of hearing. Any such proceedings shall be scheduled and conducted in accordance with the provisions of West Virginia Code § 30-1-8 and § 30-21-11, and West Virginia Code R. §17-5 *et seq.*

Entered this 21st of May 2026.

W. Va. Board of Examiners of Psychologists

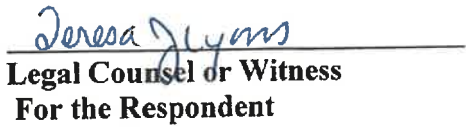
Sandra S. Stroschel PhD
Board President

Inspected and agreed to by:



Joseph R. Scotti, Ph.D.
Respondent

_____ 5/14/2026
Date



Legal Counsel or Witness
For the Respondent

_____ 5/14/2026
Date