

**BEFORE THE BOARD OF LICENSED PROFESSIONAL
COUNSELORS AND THERAPISTS
FOR THE STATE OF OREGON**

In the Matter of:

JOEL D. TURGESEN, LPC,

Respondent.

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)
) **SETTLEMENT AGREEMENT AND
STIPULATED FINAL ORDER**

SETTLEMENT AGREEMENT

1.

The Board of Licensed Professional Counselors and Therapists (Board) is the state agency responsible for licensing, regulating and disciplining Licensed Professional Counselors and Licensed Marriage and Family Therapists in the State of Oregon.

2.

At all relevant time's material herein, Joel D. Turgesen (Respondent) has been licensed with the Board as a Licensed Professional Counselor. The Board has jurisdiction over the Respondent under ORS 675.705 to 675.835. Hereinafter Respondent and the Board are collectively referred to as the "Parties."

3.

The Parties desire to settle this matter and, pursuant to ORS 183.415(3), stipulate and agree as follows in full and complete settlement of the matter currently pending, subject to final approval by the Board:

3.1 The Final Order below may be issued and entered.

3.2 In October 2005, Respondent began providing couples counseling to husband and wife, establishing both as clients with separate files. Although husband and wife attended several individual and joint sessions, by early December both had ceased participating in the counseling sessions. Respondent resumed individual counseling with wife in January 2006.

3.3 Later in January, husband contacted Respondent to resume individual counseling, which Respondent agreed to do. Respondent continued with husband as a client without informing estranged wife.

3.4 In late February/early March, wife learned that Respondent had been counseling husband. Wife became very upset and felt betrayed. When wife confronted Respondent, he acknowledged that he had been counseling husband. Respondent told wife he did not think it was a conflict of interest to counsel both, that both were indeed his clients and that he felt that, with his years of experience, he was capable of maintaining objectivity with them both and able to provide both the therapy their issues deserved. Wife reluctantly gave him the benefit of the doubt and continued counseling.

3.5 In late April 2006, husband wrote to his teenage sons from a previous marriage attempting to express the progress he felt he was making with Respondent. This letter was read to wife, who construed it to mean that Respondent was interacting with husband outside counseling sessions. As a result, wife believed she could not trust Respondent's explanation of the matter and terminated counseling with him. Respondent denies all allegations of wrongdoing.

3.6 Based on the action outlined above, Respondent violated ORS 676.745(1)(d) and OAR 833-060-0001(1), (1)(g), and (1)(h) when he provided counseling to the husband without informing the wife.

3.7 Respondent denies all allegations of wrongdoing.

3.8 This Settlement is conditioned upon and subject to final approval by the Board;

3.9 This Settlement Agreement and Stipulated Final Order is a public document;

3.10 Respondent has been fully advised of his right to notice and a contested case hearing under the Oregon Administrative Procedures Act (ORS Chapter 183), and fully and

finally waives all such rights and any rights to appeal or otherwise challenge this Settlement Agreement and Stipulated Final Order;

3.11 Respondent acknowledges by his signature below that he fully understands the terms of this Settlement Agreement and Stipulated Final Order. Respondent declares that he has carefully reviewed the terms of this Settlement Agreement and consents to the issuance and entry of the Final Order below, that he knows the contents thereof, that he has had adequate opportunity to consult with others of his choosing, including legal counsel, and that he has voluntarily accepted the terms set forth herein;

3.12 Entry of the Final Order below in no way limits or prevents further remedies, sanctions, or actions which may be available to the Board to enforce the Final Order, for violations of the Final Order, for conduct or actions of Respondent not covered by the Final Order, or against a party not covered by the Final Order; and

3.13 This Agreement constitutes the entire agreement between the Parties in accordance with Oregon law. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. The Board and Respondent, by their signatures, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IT IS SO STIPULATED AND AGREED TO BY:

Joel D. Turgesen, Respondent

Dated: 2/27/09

**BOARD OF LICENSED PROFESSIONAL
COUNSELORS AND THERAPISTS
State of Oregon**

By: _____
Ryan Melton, Chair

Dated: 3/6/09

FINAL ORDER

Based on the stipulation and settlement between the Parties set forth above, which is incorporated herein by this reference, pursuant to ORS 675.745(5) and OAR 833-050-0040, it is hereby **ORDERED** that Respondent **Joel D. Turgesen**:

1. Shall receive a written reprimand;
2. Must attend a Board-approved 6-hour course in couples counseling within one (1) year after this Stipulated Final Order is signed; and
3. The Board will report this action to the Healthcare Integrity and Protection Data Bank (HIPDB).

DATED and ISSUED this _____ day of _____, 2009.

**BOARD OF LICENSED PROFESSIONAL
COUNSELORS AND THERAPISTS
State of Oregon**

By: _____
Ryan Melton, Chair