

1 **BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS**

2 **In the Matter of:**

3 **Patrick S. Thurman, LPC-19262,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2022-0053


**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated December 27th, 2022. After
9 consideration, the Board voted to release Respondent from the terms and conditions of the
10 Consent Agreement and Order dated December 27th, 2022.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated December 27th, 2022.

15 By:  Jan 16, 2024
16 **TOBI ZAVALA, Executive Director** **Date**
Arizona Board of Behavioral Health Examiners

17
18 **ORIGINAL** of the foregoing filed Jan 16, 2024
19 with:

20 Arizona Board of Behavioral Health Examiners
21 1740 West Adams Street, Suite 3600
22 Phoenix, AZ 85007

23 **EXECUTED COPY** of the foregoing sent electronically Jan 16, 2024
24 to:

25 Patrick S. Thurman
Address of Record
Respondent

1 **BEFORE THE ARIZONA BOARD**
2 **OF BEHAVIORAL HEALTH EXAMINERS**

3 **In the Matter of:**

4 **Patrick S. Thurman, LPC-19262,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

CASE NO. 2022-0053
CONSENT AGREEMENT

7 **RESPONDENT**

8 In the interest of a prompt and speedy settlement of the above captioned matter,
9 consistent with the public interest, statutory requirements and responsibilities of the Arizona
10 State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F)
11 and 41-1092.07(F)(5), Patrick S. Thurman ("Respondent") and the Board enter into this Consent
12 Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final
13 disposition of this matter.

14 **RECITALS**

15 Respondent understands and agrees that:

16 1. Any record prepared in this matter, all investigative materials prepared or
17 received by the Board concerning the allegations, and all related materials and exhibits may be
18 retained in the Board's file pertaining to this matter.

19 2. Respondent has the right to a formal administrative hearing at which Respondent
20 can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably
21 waives their right to such formal hearing concerning these allegations and irrevocably waives
22 their right to any rehearing or judicial review relating to the allegations contained in this Consent
23 Agreement.

24 3. Respondent has the right to consult with an attorney prior to entering into this
25 Consent Agreement.

1 4. Respondent acknowledges and agrees that upon signing this Consent
2 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
3 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
4 original document is ineffective and void unless mutually approved by the parties in writing.

5 5. The findings contained in the Findings of Fact portion of this Consent Agreement
6 are conclusive evidence of the facts stated herein between only Respondent and the Board for
7 the final disposition of this matter and may be used for purposes of determining sanctions in any
8 future disciplinary matter.

9 6. This Consent Agreement is subject to the Board's approval, and will be effective
10 only when the Board accepts it. In the event the Board in its discretion does not approve this
11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
12 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
13 that Respondent agrees that should the Board reject this Consent Agreement and this case
14 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
15 review and discussion of this document or of any records relating thereto.

16 7. Respondent acknowledges and agrees that the acceptance of this Consent
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
18 other proceedings as may be appropriate now or in the future. Furthermore, and
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
20 preclude in any way any other state agency or officer or political subdivision of this state from
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
22 in the future relating to this matter or other matters concerning Respondent, including but not
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
24 than with respect to the Board, this Consent Agreement makes no representations, implied or

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1 otherwise, about the views or intended actions of any other state agency or officer or political
2 subdivision of the state relating to this matter or other matters concerning Respondent.

3 8. Respondent understands that once the Board approves and signs this Consent
4 Agreement, it is a public record that may be publicly disseminated as a formal action of the
5 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

6 9. Respondent further understands that any violation of this Consent Agreement
7 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
8 disciplinary action pursuant to A.R.S. § 32-3281.

9 10. The Board therefore retains jurisdiction over Respondent and may initiate
10 disciplinary action against Respondent if it determines that they have failed to comply with the
11 terms of this Consent Agreement or of the practice act.

12 The Board issues the following Findings of Fact, Conclusions of Law and Order:

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LPC-19262 for the practice of
15 counseling in the State of Arizona.

16 2. From 05/21 – 10/21, Respondent provided behavioral health services to a male
17 minor (“Son”) and to Son’s father (“Father”) at his private practice (“Private Practice”).

18 3. At the onset of services, Father signed informed consent documents listing Son
19 as the client with no indication that Father was a client as well, or that therapy would be family
20 therapy.

21 4. The 05/22/21 informed consent forms Father signed for himself and Son were
22 missing the following minimum Board requirements:

- 23 a. Purpose of treatment.
- 24 b. General procedures used, including: benefits, limitations, and potential risks.
- 25 c. Methods for client to obtain information about client’s records.

- d. To participate in treatment decisions and in the development and periodic review and revision of the client's treatment plan.
- e. To refuse any recommended treatment or to withdraw consent to treatment and to be advised of the consequences of refusal or withdrawal.
- f. A dated signature from an authorized representative of the behavioral health entity.

5. Additionally, Respondent's informed consent did not specifically lay out that testifying in court would be one of his roles throughout therapy if needed.

6. On 06/23/21 and 09/23/21, Respondent completed an individual treatment plan for Son and Father outlining specific goals for each of them.

7. On 09/30/21, Respondent completed a treatment plan listing Father as the client, yet the treatment plan focused on goals for Son.

8. Although the 06/23/21 and 09/23/21 treatment plans for Son and Father met all minimum requirements, the 09/30/21 treatment plan for Father failed to include the following minimum Board requirements:

- a. Date when the client's treatment plan will be reviewed.
- b. Dated signature of the client or the client's legal representative.

9. From 05/22/21 – 08/14/21, progress notes listed Father and Son as the client and the notes indicated the services were family counseling.

10. The 05/22/21 – 08/14/21 progress notes for Father and Son failed to include Respondent's dated signature as required by Board rules.

11. From 08/28/21 – 10/16/21, the progress notes listed Father as the client and notes indicated the services were individual services.

12. A number of progress notes indicated Son's mother ("Mother") and Son's stepmother ("Stepmother") participated in sessions as well but neither Mother nor Stepmother

1 ever signed any sort of informed consent or collateral forms regarding their roles in the
2 therapeutic process.

3 13. Respondent does not have any sort of collateral forms for clients and other
4 participants to sign and usually has a conversation as part of the treatment in terms of who will
5 be involved in the therapy.

6 14. Respondent testified in court, and did not document his testimony anywhere
7 within the clinical record.

8 15. During an investigative interview, Respondent represented if he were to treat a
9 family in the future he would have each person sign their own informed consent and would
10 complete a treatment plan for each person.

11 16. Respondent's billing records for Father and Son included at least 3 discrepancies
12 where the billing records and progress notes did not corroborate.

13 17. Father and Son's clinical records did not include any sort of release of
14 information authorizing Respondent to speak to anyone regarding their treatment.

15 18. During investigative interviews with Board staff, Respondent represented the
16 following:

- 17 a. Father and Son were referred to Respondent by Father's attorney ("Attorney
18 2") due to Respondent knowing Attorney 2 through other professional means.
- 19 b. Respondent would speak to Mother's attorney ("Attorney 1") and Attorney 2
20 frequently in terms of what was occurring with Father and Son and what
21 Respondent was observing.
- 22 c. Respondent never documented his conversations with either attorney
23 because they were conversations that occurred outside the therapy room and
24 Respondent never thought to document his conversations with the attorneys
25 in the clinical record.

- 1 e. He typically tells clients that he would talk to a client's therapist and make
2 recommendations to the court when he was involved in court cases.
- 3 f. Respondent terminated services with Father and Son since they met their
4 goals and he told Father they could return to services in the future if needed.
- 5 g. Respondent generally documents when services have been terminated and
6 goals were met, but not always.

7 19. Despite Respondent representing in his written response to the complaint that he
8 was court appointed, he acknowledged during an investigative interview that he is not aware of
9 the difference between being court appointed and clients being court ordered to attend services
10 with him.

11 20. Following receipt of this Board complaint, Attorney 2 notified Father that Mother
12 filed a Board complaint.

13 21. Father in turn contacted Respondent and asked if there was anything he could
14 do to support Respondent.

15 22. In defense of this Board complaint, Respondent requested the voice recording of
16 Mother.

17 23. Information from Private Practice's website indicated the following:

- 18 a. Respondent holds a Juris Doctorate and other behavioral health licenses and
19 certificates.
- 20 b. Respondent is experienced in working with couples, families, children, marital
21 issues, and parenting and custody disputes.
- 22 c. Due to Respondent's experience in the legal profession, he has been able to
23 help clients work through emotional challenges from divorce, custody battles,
24 and property disputes.
- 25 d. Respondent is not averse to testifying in court proceedings.

1 **CONCLUSIONS OF LAW**

2 1. The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 *et seq.*
3 and the rules promulgated by the Board relating to Respondent's professional practice as a
4 licensed behavioral health professional.

5 2. The conduct and circumstances described in the Findings of Fact constitute a
6 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
7 recognized standards of ethics in the behavioral health profession or that constitutes a danger
8 to the health, welfare or safety of a client, as it relates to the ACA Code of Ethics:

9 **A.8. Multiple Clients:**

10 When a counselor agrees to provide counseling services to two or
11 more persons who have a relationship, the counselor clarifies at the
12 outset which person or persons are clients and the nature of the
13 relationships the counselor will have with each involved person. If it
14 becomes apparent that the counselor may be called upon to perform
15 potentially conflicting roles, the counselor will clarify, adjust, or
16 withdraw from roles appropriately.

17 3. The conduct and circumstances described in the Findings of Fact constitute a
18 violation of A.R.S. § 32-3251(16)(l), engaging in any conduct, practice or condition that impairs
19 the ability of the licensee to safely and competently practice the licensee's profession.

20 4. The conduct and circumstances described in the Findings of Fact constitute a
21 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as
22 developed by the board, as it relates to the following:

23 A.A.C. R4-6-1101. Consent for Treatment

24 A.A.C. R4-6-1102, Treatment Plan

25 A.A.C. R4-6-1103. Client Record

1 A.A.C. R4-6-1104. Financial and Billing Records

2 5. The conduct and circumstances described in the Findings of Fact constitute a
3 violation of A.R.S. § 32-3251(16)(q), failing or refusing to maintain adequate records of
4 behavioral health services provided to a client.

5 6. The conduct and circumstances described in the Findings of Fact constitute a
6 violation of A.R.S. § 32-3251(16)(t), disclosing a professional confidence or privileged
7 communication except as may otherwise be required by law or permitted by a legally valid
8 written release.

9 7. The conduct and circumstances described in the Findings of Fact constitute a
10 violation of A.R.S. § 32-3251(16)(x), exploiting a client, former client or supervisee. For the
11 purposes of this subdivision, "exploiting" means taking advantage of a professional relationship
12 with a client, former client or supervisee for the benefit or profit of the licensee.

13 **ORDER**

14 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree to
15 the provisions and penalties imposed as follows:

16 1. Respondent's license, LPC-19262, will be placed on probation for 12 months,
17 effective from the date of entry as signed below.

18 2. Respondent shall not practice under their license, LPC-19262, unless they are
19 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
20 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
21 shall immediately notify the Board in writing and shall not practice under their license until they
22 submit a written request to the Board to re-commence compliance with this Consent
23 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

24 3. In the event that Respondent is unable to comply with the terms and conditions
25 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until

1 such time as they are granted approval to re-commence compliance with the Consent
2 Agreement.

3 **Continuing Education**

4 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
5 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
6 hours of continuing education addressing therapeutic family reunification services. All required
7 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
8 Respondent shall submit a certificate of completion of the required continuing education.

9 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
10 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
11 hours of continuing education addressing HIPAA compliance. All required continuing education
12 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
13 submit a certificate of completion of the required continuing education.

14 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
15 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
16 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course
17 addressing current behavioral health documentation standards in Arizona. All required
18 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
19 Respondent shall submit a certificate of completion of the required continuing education.

20 7. In addition to the continuing education requirements of A.R.S. § 32-3273, within
21 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
22 three semester credit hour graduate level behavioral health ethics course from a regionally
23 accredited college or university, pre-approved by the Board Chair or designee. Upon
24 completion, Respondent shall submit to the Board an official transcript establishing completion
25 of the required course.

1 **Early Release**

2 8. After completion of the continuing education requirements set forth in this
3 Consent Agreement, Respondent may request early release from the Consent Agreement if all
4 other terms of the Consent Agreement have been met.

5 **GENERAL PROVISIONS**

6 **Provision of Clinical Supervision**

7 9. Respondent shall not provide clinical supervision while subject to this Consent
8 Agreement.

9 **Civil Penalty**

10 10. Subject to the provisions set forth in paragraph 11, the Board imposes a civil
11 penalty against the Respondent in the amount of \$1,000.00.

12 11. Respondent's payment of the civil penalty shall be stayed so long as Respondent
13 remains compliant with the terms of this Consent Agreement. If Board staff determines that
14 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
15 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
16 be automatically lifted and payment of the civil penalty shall be made by certified check or
17 money order payable to the Board within 30 days after being notified in writing of the lifting of
18 the stay.

19 12. Within 10 days of being notified of the lifting of the stay, Respondent may request
20 that the matter be reviewed by the Board for the limited purpose of determining whether the
21 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
22 receives the written request within 10 days or less of the next regularly scheduled Board
23 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
24 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
25 review.

1 13. The Board reserves the right to take further disciplinary action against
2 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
3 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
4 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
5 and the period of probation shall be extended until the matter is final.

6 14. If Respondent currently sees clients in their own private practice, and obtains any
7 other type of behavioral health position, either as an employee or independent contractor, where
8 they provide behavioral health services to clients of another individual or agency, they shall
9 comply with requirements set forth in paragraphs 15 through 17 below.

10 15. Within 10 days of the effective date of this Order, if Respondent is working in a
11 position where Respondent provides any type of behavioral health related services or works in a
12 setting where any type of behavioral health, health care, or social services are provided,
13 Respondent shall provide the Board Chair or designee with a signed statement from
14 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
15 Consent Agreement. If Respondent does not provide the employer's statement to the Board
16 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
17 copy of the Consent Agreement.

18 16. If Respondent is not employed as of the effective date of this Order, within 10
19 days of accepting employment in a position where Respondent provides any type of behavioral
20 health related services or in a setting where any type of behavioral health, health care, or social
21 services are provided, Respondent shall provide the Board Chair or designee with a written
22 statement providing the contact information of their new employer and a signed statement from
23 Respondent's new employer confirming Respondent provided the employer with a copy of this
24 Consent Agreement. If Respondent does not provide the employer's statement to the Board

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1 within 10 days, as required, Respondent's failure to provide the required statement to the Board
2 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
3 employer(s) with a copy of the Consent Agreement.

4 17. If, during the period of Respondent's probation, Respondent changes
5 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
6 extended leave of absence for whatever reason that may impact their ability to timely comply
7 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
8 the Board of their change of employment status. After the change and within 10 days of
9 accepting employment in a position where Respondent provides any type of behavioral health
10 related services or in a setting where any type of behavioral health, health care, or social
11 services are provided, Respondent shall provide the Board Chair or designee a written
12 statement providing the contact information of their new employer(s) and a signed statement
13 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
14 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
15 the Board within 10 days, as required, Respondent's failure to provide the required statement to
16 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
17 Respondent's employer(s) with a copy of the Consent Agreement.

18 18. Respondent shall practice behavioral health using the name under which they
19 are licensed. If Respondent changes their name, they shall advise the Board of the name
20 change as prescribed under the Board's regulations and rules.

21 19. Prior to the release of Respondent from probation, Respondent must submit a
22 written request to the Board for release from the terms of this Consent Agreement at least 30
23 days prior to the date they would like to have this matter appear before the Board. Respondent
24 may appear before the Board, either in person or telephonically. Respondent must provide

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1 evidence that they have successfully satisfied all terms and conditions in this Consent
2 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
3 this Consent Agreement have been met and whether Respondent has adequately demonstrated
4 that they have addressed the issues contained in this Consent Agreement. In the event that the
5 Board determines that any or all terms and conditions of this Consent Agreement have not been
6 met, the Board may conduct such further proceedings as it determines are appropriate to
7 address those matters.

8 20. Respondent shall bear all costs relating to probation terms required in this
9 Consent Agreement.

10 21. Respondent shall be responsible for ensuring that all documentation required in
11 this Consent Agreement is provided to the Board in a timely manner.

12 22. This Consent Agreement shall be effective on the date of entry below.

13 23. This Consent Agreement is conclusive evidence of the matters described herein
14 and may be considered by the Board in determining appropriate sanctions in the event a
15 subsequent violation occurs.

16 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

17 Patrick S Thurman

Patrick S Thurman (Dec 26, 2022 12:18 MST)

18 Patrick S. Thurman

Dec 26, 2022

Date

19 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

20
21 By:

Mpli Zavala

22 TOBI ZAVALA, Executive Director
23 Arizona Board of Behavioral Health Examiners

Dec 27, 2022

Date

24 **ORIGINAL** of the foregoing filed Dec 27, 2022
with:

25 ...

1 Arizona Board of Behavioral Health Examiners
1740 West Adams Street, Suite 3600
2 Phoenix, AZ 85007

3 **EXECUTED COPY** of the foregoing sent electronically Dec 27, 2022
to:

4 Mona Baskin
5 Assistant Attorney General
2005 North Central Avenue
6 Phoenix, AZ 85004

7 Patrick S. Thurman
Address of Record
8 Respondent

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