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

In the Matter of:

**Jean L. Penczar, LPC-13592,
Licensed Professional Counselor,
In the State of Arizona.**

RESPONDENT

CASE NO. 2016-0051

CONSENT AGREEMENT

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

RECITALS

Respondent understands and agrees that:

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

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

3. Respondent has the right to consult with an attorney prior to entering into this 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 her
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 and may be used for purposes of determining
7 sanctions in any future disciplinary matter.

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

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

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

21 9. The Board therefore retains jurisdiction over Respondent and may initiate
22 disciplinary action against Respondent if it determines that she has failed to comply with the
23 terms of this Consent Agreement or of the practice act.

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

25 ...

1 FINDINGS OF FACT

2 1. Respondent is the holder of License No. LPC-13592 for the practice of
3 counseling in Arizona.

4 2. In 2007, Respondent began treating an adult client ("Client 1") for dissociative
5 identity disorder ("DID") in Respondent's private practice.

6 3. Respondent's office was housed in a in a second home owned by Respondent.

7 4. Respondent acknowledges:

8 a. In 2008, allowing Client 1 to move into Respondent's second home.

9 b. Agreeing to accept \$200 monthly for rent until late 2009 or early 2010
10 when Client 1's financial hardship prohibited her from paying rent, so
11 Respondent allowed Client 1 to live there rent free.

12 c. From 2008-2010, Respondent was treating Client 1 almost daily.

13 d. In 2010, Respondent's counseling sessions became infrequent as
14 Respondent believed Client 1 had worked through many of her trauma
15 issues.

16 e. She should have refrained from entering into any dual relationship with a
17 client.

18 5. In the fall of 2012, Respondent informally introduced Client 1 to another adult
19 client she was treating with DID ("Client 2").

20 6. From 2012-2013, Client 2 began harassing Client 1.

21 7. In 09/13:

22 a. Client 2's harassment of Client 1 escalated to a physical altercation.

23 b. Client 1 reported to Respondent that she had been raped by Client 2 at
24 Respondent's second home.

1 c. Client 1 had a follow up visit with her doctor who examined her and said
2 there appeared to have been physical damage consistent with a sexual
3 assault.

4 8. Respondent failed to report the ongoing threats and harassment or the alleged
5 sexual assault of Client 1 to the authorities.

6 9. Respondent acknowledges that her clinical documentation is limited to informal
7 notes and pictures drawn by clients, which is not in compliance with Board requirements.

8 **CONCLUSIONS OF LAW**

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

12 2. The conduct and circumstances described in the Findings of Fact constitute a
13 violation of A.R.S. § 32-3251(12)(l), any conduct, practice or condition that impairs the ability of
14 the licensee to safely and competently practice the licensee's profession.

15 3. The conduct and circumstances described in the Findings of Fact constitute a
16 violation of A.R.S. § 32-3251(12)(y), engaging in a dual relationship with a client that could
17 impair the licensee's objectivity or professional judgment or create a risk of harm to the client.

18 4. The conduct and circumstances described in the Findings of Fact constitute a
19 violation of A.R.S. § 32-3251(12)(p), failing to conform to minimum practice standards as
20 developed by the board as it relates to the following:

- 21 a. A.A.C. R4-6-1101, Consent for Treatment.
22 b. A.A.C. R4-6-1102, Treatment Plan.
23 c. A.A.C. R4-6-1103, Client Record.

24 ...

25 ...

1 **ORDER**

2 Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to
3 the provision and penalties imposed as follows:

4 1. As of the effective date of the Consent Agreement, Respondent shall not practice
5 under her license.

6 2. Respondent's license, LPC-13592, shall by rule, expire on 10/31/16.

7 3. Respondent agrees not to renew her license.

8 4. Respondent agrees not to submit any type of new license application to the
9 Board for a minimum of five (5) years.

10 5. This Consent Agreement is conclusive evidence of the matters described herein
11 and may be considered by the Board in determining appropriate sanctions in the event a
12 subsequent violation occurs.

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

14 Jean L. Penczar
15 Jean L. Penczar

2/13/16
Date

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

17 Dated this 8th day of March, 2016.

18 By: M. J. Zavala
19 TOBI ZAVALA, Executive Director
20 Arizona Board of Behavioral Health Examiners

21
22
23 **ORIGINAL** of the foregoing filed
This 8th day of March, 2016 with:

24 Arizona Board of Behavioral Health Examiners
3443 N. Central Ave., Suite 1700
25 Phoenix, AZ 85012

1 COPY of the foregoing mailed via Interagency Mail
This 8th day of March, 2016, to:

2
3 Marc Harris
4 Assistant Attorney General
5 1275 West Washington
6 Phoenix, Arizona 85007

7 COPY of the foregoing mailed via
8 Certified mail no. 7042870000189575457
9 This 8th day of March, 2016, to:

10
11 Jean L. Penczar
12 Address of Record
13 Respondent

14 COPY of the foregoing mailed via Mail
15 This 8th day of March, 2016 to:

16
17 Sacks, Ricketts & Case, LLP
18 Natalya Ter-Grigoryan
19 2800 N. Central Avenue Ste. 1230
20 Phoenix, AZ 85004
21 Attorney for Respondent
22
23
24
25