

**State of New Hampshire
Board of Licensing for Alcohol and Other Drug Use Professionals
Concord, New Hampshire 03301**

In the Matter of:
Mr. Allen Penrod
License No. # 0951
(Professional Misconduct)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of Licensed Alcohol and Drug Counselor, the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals (“Board”) and Mr. Allen Penrod (“Respondent”), a MLADC licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 330-C:27, I, and RSA 330-C:30, and Board of Licensing for Alcohol and Other Drug Use Professionals Rule- Alco 103.02, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by licensees. Pursuant to RSA 330-C:27, VI and Alc 213.01, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board has granted Respondent a license to practice as MLADC in the State of New Hampshire. Respondent holds MLADC number 0951.
3. On or around May 2017, the Board received information alleging that Respondent has been accused of speaking to a client in an unprofessional manner and made the client very uncomfortable.

4. In response to this, the Board conducted an investigation by appointing a board member address a settlement agreement to Respondent's professional misconduct.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of, NAADAC Code of Ethics, (October 9, 2016) I-1 Client Welfare; I-4 Uninvited Solicitation; I-10 Boundaries by the following facts:
 - A. Advising a new client in a phone call when making an appointment, ..." It will be about an hour appointment, but don't worry; you won't have to take your clothes off." This was reported in a letter by a new client to his practice and it was reported by another MLADC working with the practice.
 - B. Client also reported the use of vulgar language (using the word FUCK) multiple times by Respondent during initial appointment, made this client every uncomfortable.
 - C. The above A and B was from the complaint that was brought to the attention of the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals. During the investigation, the Respondent stated that he recalls saying the following: "It will be about an hour appointment. It is a simple procedure, and you will not even be required to disrobe."
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 330-C:27, III (a) by violating a rule of the Board, and RSA 330-C:27, III (b) by engaging in the practice of

substance use counseling, co-occurring disorders counseling, or supervision in a manner harmful or dangerous to the client or public.

7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a MLADC in the State of New Hampshire.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 330-C:27, IV:
 - A. Respondent is placed on Probationary Status for a period of twelve (12) months. During the period of probation, Respondent shall not supervise any individual with a CRSW, LADC or MLADC for following 12 months effective the date of this *Settlement Agreement*.
 - B. Respondent meaningfully participate in 24 hours of continuing education in the following areas: Ethics, Confidentiality, Boundaries and Sexual Harassment. These hours shall be in addition to the 48 hours required by the Board for renewal of licensure and shall be completed within one (1) year from the effective date of this *Settlement Agreement*. Respondent shall only attend Board approved trainings for the additional 24 hours. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion/certificate.
 - C. Respondent shall, at his own expense, meaningfully participate in, without interruption, attend Bi-weekly Clinical Supervision with an MLADC for the following 12 months.

1. Respondent shall submit to the Board the three (3) names and contact information of MLADCs for the board to select a Clinical Supervisor. This Supervisor will provide a quarterly report to the Board documenting supervision.
 2. Respondent shall meet bi-weekly, in person, for a minimum of one-hour sessions with the supervisor.
 3. Respondent shall follow any and all recommendations provided by this supervisor.
 4. Respondent shall continue to participate in Peer Collaboration groups in addition to the above, within thirty (30) of this Settlement Agreement Respondent shall provide a copy of this agreement to his Peer Collaboration group.
- D. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a MLADC.
- E. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a MLADC or for work in any capacity of directly or indirectly involves patient care, his peer review group, and to any agency or authority that licenses, certifies or credentials MLADCs, to which Respondent may apply for any such professional privileges or recognition.

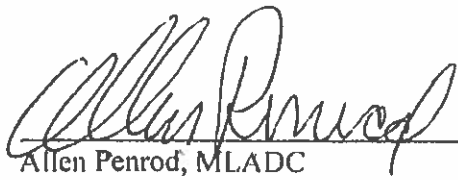
9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute professional misconduct pursuant to RSA 330-C:27, III (a), and a separate and sufficient basis for further disciplinary action by the Board.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
14. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
15. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this agreement.
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement*

shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.

17. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
18. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the misconduct described herein.
19. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

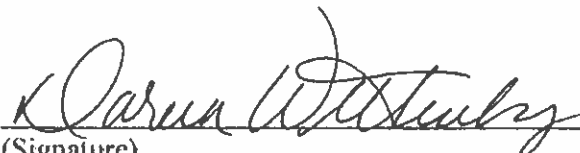
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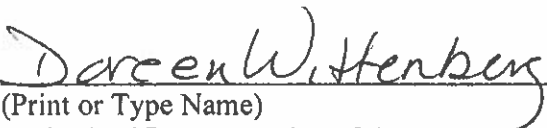

Allen Penrod, MLADC
Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 5/10/18


(Signature)


(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Licensing for Alcohol and
Other Drug Use Professionals

/* Board members, recused:
Kathleen Russo, LADC. LCS
