

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

3 **In the Matter of:**

4 **Drew M. Pease, LMFT-15257,**
5 **Licensed Marriage and Family Therapist,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2024-0119
CONSENT AGREEMENT

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), Drew M. Pease (“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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

25 ...

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. LMFT-15257 for the practice of
15 marriage and family therapy in the State of Arizona.

16 2. Since 10/15, Respondent has been employed at Agency, first as a therapist and
17 later, beginning on 06/05/18, as a clinical supervisor.

18 3. Respondent also operates a small private practice in Sierra Vista unrelated to
19 Agency.

20 4. A 06/05/18 Clinical Supervisor job description within Respondent's employment
21 records included the following in part:

- 22 a. Monitoring of the staff members clinical documentation through on-going
23 compliance review to ensure that the staff members maintain adequate
24 written documentation.

- b. Provide direct clinical supervision to the staff members on an individual basis as well as in group setting, using a coaching and practice demonstration approach.
- c. Review and sign-off on all clinical documentation, consistent with Agency's policies, procedures and practices and ensure it is documented at least once per month.
- d. Responsible for understanding and following agency policies and procedures regarding staff member's oversight requirements and performance evaluations.
- e. Respond to crisis situations, as necessary.
- f. Immediately report to the Executive Director any incidents of questionable or inappropriate conduct by self or other agency staff for investigation.

5. Since 05/23, Respondent has been Therapist's clinical supervisor at Agency 1.

6. An 08/21/23 intake assessment completed by Therapist included the following in

part:

- a. Mother stated she called PD and DCS and they decided Mother would take care of it herself.
- b. Regarding the sexual contact with his sister, Client reports the first time was when he was 10 years old, and the victim was 7 years old.
- c. Client reports he continued sexually molesting her for years and he knew what he was doing was wrong but could not stop himself from doing it.
- d. Client reports there was one time he thought about victimizing another victim, but stopped himself.
- e. Client self-reported that he sexually victimized a younger sister for over 5 years.

1 f. Respondent and Therapist signed this intake assessment.

2 7. There is no record or documentation of Therapist or Respondent obtaining proof
3 of the PD or DCS report Mother allegedly filed.

4 8. There is no documentation or evidence that Therapist or Respondent filed a DCS
5 report on their own.

6 9. An 08/22/23 treatment plan signed by Respondent and Therapist indicated that
7 Client was 11-years-old when he began sexually assaulting his younger sister for a period of
8 two years, and there is no evidence that a DCS or police report was filed by anyone.

9 10. A 09/28/23 Telehealth Group Note by Therapist indicated the following:

10 a. During the conversation, Therapist asked Client his understanding of why he
11 victimized his younger biological sister.

12 b. Client reports that he first learned about sex while living with Mother and his
13 stepfather.

14 c. Client was about 10 years old when he was exposed to sexual images.

15 11. A 09/28/23 Clinical Supervision Note for Therapist by Respondent indicated the
16 following:

17 a. Discussed recent information obtained during a session with Client which
18 included sexualized behaviors.

19 b. Therapist had followed up with treatment team members, including parent
20 regarding whether reports had been made.

21 c. Therapist had documented all information regarding Client's statements, and
22 information regarding what had already been reported to authorities.

23 d. Respondent and Therapist discussed the quality of care complaint that was
24 received from the agency.

25

1 e. Discussed Therapist completing a mandated reporting training and Therapist
2 will complete this training as soon as possible.

3 12. A 10/23/23 Telehealth Therapy Note by Therapist indicated the following:

4 a. Client shared with a description of his familial/social relationships prior to his
5 victimizing his sister.

6 b. Client stated that he learned that he wanted to have sex and that is why he
7 victimized his sister.

8 13. A 10/30/23 Telehealth Group Note by Therapist indicated the following:

9 a. There is a difference of opinion regarding Mother's decision/desire to bring
10 Client back into the family home where his sister/known victim resides and an
11 older brother who has been very vocal per Client and Mother that he is not
12 supportive of Client because he had victimized their sister sexually.

13 b. Therapist and other clinical/service providers are not supportive of the idea.

14 14. An 11/13/23 DCS/APS/Police Report Incident Report by Therapist indicated the
15 following:

16 a. Date of report is 11/13/23 at 9:30am.

17 b. Report was made to DCS.

18 c. Date learned of the incident is 08/31/23.

19 d. Therapist obtained additional information from Client during an individual
20 session on 08/31/23 and while talking to Mother on 09/05/23.

21 e. Therapist and Respondent both signed this note which appears to be the first
22 note Respondent signed within Client's clinical records, however, only
23 Therapist was required to sign the notes as required by Agency's policies,
24 procedures, and practices.

25 15. An 11/28/23 Case Management note by Therapist indicated the following:

- a. Therapist reviewed Client's clinical record/case notes prior to contacting law enforcement as requested by Client's AHCCCS provider.
- b. Report an incident that likely occurred in 2016 when Client was 12-years old.
- c. Client recalls at the time was that the event/incident occurred at the home of a family friend that he shared with his wife and their two children.
- d. Therapist called the police department's non-emergency line and the dispatch operator asked Therapist to provide the location of the incident but Therapist was not provided an address/location.

16. A 12/12/23 DCS/APS/ Police Report Incident Report by Therapist indicated the following:

- a. Date of report is 12/12/23 at 11:00am.
- b. Report was made to the police department.
- c. Date learned of the incident is 08/11/23.

17. Despite Respondent's job description outlining that his job duties included signing off on all clinical documentation, it does not appear he started signing off on clinical notes Therapist submitted until 11/23¹.

18. There are numerous notes within Client's clinical records showing several conversations around the sexual contact he engaged in or facilitated with other minors.

...

¹ The Board's position is that this was required of Respondent by Agency's internal policies; however, it must be noted that Respondent disputes that this was required of him as the reference to "clinical documentation" in Agency's policies was more specifically defined in Agency's "Therapist Handbook" to mean only a subset of all clinical documentation consistent with the mandates of the applicable sections of the AHCCCS Medical Policy Manual most notably Section 940.

1 19. Respondent signed the 08/21/23 intake assessment and 08/22/23 treatment plan
2 where Client clearly discloses his prior sexual perpetration on others.

3 20. The 09/28/23 clinical supervision notes show that Respondent was aware that
4 Therapist needed to file a DCS report based on the disclosures from Client.

5 21. Despite Respondent being aware that Therapist needed to file a DCS report
6 acting as his supervisor, Respondent failed to ensure an appropriate report was made.

7 22. Over two months passes before Therapist does in fact file a DCS report, and
8 almost 3 months passes until Therapist files a police report.

9 23. As a mandated reporter not only did Therapist fail to file a mandatory report
10 timely, but Respondent failed to ensure himself that an appropriate report was made being that
11 Respondent is a mandated reporter and signed off on the assessment and treatment plan
12 where initial disclosures were made.

13 **CONCLUSIONS OF LAW**

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

17 2. The conduct and circumstances described in the Findings of Fact constitute a
18 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation
19 applicable to the practice of behavioral health, as it relates to:

20 A.R.S. § 13-3620. Duty to Report Abuse

21 **ORDER**

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

24 1. Respondent’s license, LMFT-15257, will be placed on probation for 24 months,
25 effective from the date of entry as signed below.

1 **Clinical Supervision**

2 6. While on probation, Respondent shall submit to clinical supervision for 24 months
3 by a masters or higher level behavioral health professional licensed by the Arizona Board of
4 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
5 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
6 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
7 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
8 letter, the clinical supervisor must address why they should be approved, acknowledge that they
9 have reviewed the Consent Agreement and include the results of an initial assessment and a
10 supervision plan regarding the proposed supervision of Respondent. The letter from the
11 supervisor shall be submitted to the Board.

12 **Focus and Frequency of Clinical Supervision**

13 7. The focus of the supervision shall relate to duty to report, behavioral health
14 ethics, documentation, providing clinical supervision, statutes, and rules. Respondent shall meet
15 individually with the supervisor for a minimum of one hour monthly.

16 **Reports**

17 8. Once approved, the supervisor shall submit quarterly reports for review and
18 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
19 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
20 more frequent supervision is needed. Quarterly reports shall include the following:

- 21 a. Dates of each clinical supervision session.
- 22 b. A comprehensive description of issues discussed during supervision
23 sessions.

24 ...

25 ...

1 9. All quarterly supervision reports shall include a copy of clinical supervision
2 documentation maintained for that quarter. All clinical supervision documentation maintained by
3 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

4 10. After Respondent's probationary period, the supervisor shall submit a final
5 summary report for review and approval by the Board Chair or designee. The final report shall
6 also contain a recommendation as to whether the Respondent should be released from this
7 Consent Agreement.

8 **Change of Clinical Supervisor During Probation**

9 11. If, during the period of Respondent's probation, the clinical supervisor determines
10 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
11 the end of supervision and provide the Board with an interim final report. Respondent shall
12 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
13 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
14 proposed clinical supervisor shall provide the same documentation to the Board as was required
15 of the initial clinical supervisor.

16 **Practice Restriction**

17 12. While on probation, Respondent may not provide clinical oversight to individuals
18 who are providing behavioral health services for the first 12 months, after this time the
19 professional's clinical supervisor may make a recommendation if the professional should be
20 released to provide clinical oversight against at any time after the first year.

21 **GENERAL PROVISIONS**

22 **Provision of Clinical Supervision**

23 13. Respondent shall not provide clinical supervision to associate level licensees
24 accruing and submitting hours towards independent licensure while subject to this Consent
25 Agreement.

1 **Civil Penalty**

2 14. Subject to the provisions set forth in paragraph 15, the Board imposes a civil
3 penalty against the Respondent in the amount of \$1,000.00.

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

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

18 17. The Board reserves the right to take further disciplinary action against
19 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
20 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
21 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
22 and the period of probation shall be extended until the matter is final.

23 18. If Respondent currently sees clients in their own private practice, and obtains any
24 other type of behavioral health position, either as an employee or independent contractor, where
25 ...

1 they provide behavioral health services to clients of another individual or agency, they shall
2 comply with requirements set forth in paragraphs 19 through 21 below.

3 19. Within 10 days of the effective date of this Order, if Respondent is working in a
4 position where Respondent provides any type of behavioral health related services or works in a
5 setting where any type of behavioral health, health care, or social services are provided,
6 Respondent shall provide the Board Chair or designee with a signed statement from
7 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
8 Consent Agreement. If Respondent does not provide the employer's statement to the Board
9 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
10 copy of the Consent Agreement.

11 20. If Respondent is not employed as of the effective date of this Order, within 10
12 days of accepting employment in a position where Respondent provides any type of behavioral
13 health related services or in a setting where any type of behavioral health, health care, or social
14 services are provided, Respondent shall provide the Board Chair or designee with a written
15 statement providing the contact information of their new employer and a signed statement from
16 Respondent's new employer confirming Respondent provided the employer with a copy of this
17 Consent Agreement. If Respondent does not provide the employer's statement to the Board
18 within 10 days, as required, Respondent's failure to provide the required statement to the Board
19 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
20 employer(s) with a copy of the Consent Agreement.

21 21. If, during the period of Respondent's probation, Respondent changes
22 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
23 extended leave of absence for whatever reason that may impact their ability to timely comply
24 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform

25 ...

1 the Board of their change of employment status. After the change and within 10 days of
2 accepting employment in a position where Respondent provides any type of behavioral health
3 related services or in a setting where any type of behavioral health, health care, or social
4 services are provided, Respondent shall provide the Board Chair or designee a written
5 statement providing the contact information of their new employer(s) and a signed statement
6 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
7 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
8 the Board within 10 days, as required, Respondent's failure to provide the required statement to
9 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
10 Respondent's employer(s) with a copy of the Consent Agreement.

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

14 23. Prior to the release of Respondent from probation, Respondent must submit a
15 written request to the Board for release from the terms of this Consent Agreement at least 30
16 days prior to the date they would like to have this matter appear before the Board. Respondent
17 may appear before the Board, either in person or telephonically. Respondent must provide
18 evidence that they have successfully satisfied all terms and conditions in this Consent
19 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
20 this Consent Agreement have been met and whether Respondent has adequately demonstrated
21 that they have addressed the issues contained in this Consent Agreement. In the event that the
22 Board determines that any or all terms and conditions of this Consent Agreement have not been
23 met, the Board may conduct such further proceedings as it determines are appropriate to
24 address those matters.

25 ...

1 24. Respondent shall bear all costs relating to probation terms required in this
2 Consent Agreement.

3 25. Respondent shall be responsible for ensuring that all documentation required in
4 this Consent Agreement is provided to the Board in a timely manner.

5 26. This Consent Agreement shall be effective on the date of entry below.

6 27. This Consent Agreement is conclusive evidence of the matters described herein
7 and may be considered by the Board in determining appropriate sanctions in the event a
8 subsequent violation occurs.

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

10 *Drew Pease* Aug 15, 2024
11 Drew Pease (Aug 15, 2024 15:28 PDT)
Drew M. Pease Date

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

13 By: *Meli Zavala* Aug 18, 2024
14 TOBI ZAVALA, Executive Director Date
15 Arizona Board of Behavioral Health Examiners

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

18 Arizona Board of Behavioral Health Examiners
19 1740 West Adams Street, Suite 3600
20 Phoenix, AZ 85007

21 **EXECUTED COPY** of the foregoing sent electronically Aug 18, 2024
22 to:

23 Mona Baskin
24 Assistant Attorney General
25 2005 North Central Avenue
Phoenix, AZ 85004

Drew M. Pease
Address of Record
Respondent

1 Rick Carter
2 Dyer Bregman Ferris Wong Carter PLLC
3 3003 North Central Ave, Suite 2600
4 Phoenix, AZ 85012
5 Attorney for Respondent

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25