

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

2 **In the Matter of:**

3 **Robin L. Edgell, LCSW-21619,**
4 **Licensed Clinical Social Worker**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2023-0117


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 November 2nd, 2023. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated November 2nd, 2023.

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 November 2nd, 2023.

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

Jan 16, 2024
Date

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

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

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

23 Robin L. Edgell
24 Address of Record
25 Respondent

1 Michael Ryan
2 4505 E. Chandler Blvd
3 Suite 210
4 Phoenix, AZ 85048
5 Attorney for Respondent

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1 **BEFORE THE ARIZONA BOARD**
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3 **In the Matter of:**

4 **Robin L. Edgell, LCSW-21619**
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7 **RESPONDENT**

CASE NO. 2023-0117
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), Robin L. Edgell ("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. LCSW-21619 for the practice of social
15 work in Arizona.

16 2. From 07/22 – 08/22, Respondent provided relationship therapy to Client and
17 Complainant but discontinued relationship counseling after Complainant agreed for Client to
18 engage in individual therapy.

19 3. From 09/22 – 05/23, Respondent provided individual behavioral health services
20 to Client and the focus of services per the intake session and treatment plan was to address
21 anxiety, depression, and PTSD.

22 4. A 09/30/22 report completed by CAA included the following in part:

23 a. On 09/19/22, CAA interviewed Respondent.

24 b. Respondent has collateral concern that Complainant may have a larger
25 agenda in therapy not related to Client's transition.

1 c. Respondent does not have a recommendation regarding parenting time.

2 5 Within a month of initiating individual services with Client, Respondent provided
3 her opinion to CAA regarding her opinion that Complainant had a larger agenda in the therapy.

4 6. An 11/27/22 letter addressed to the court included the following in part:

5 a. Respondent determined Client was suffering from acute PTSD and
6 Complainant's abuse of her and Mother was the cause of the PTSD.

7 b. On 10/17/22, Respondent called DCS to report Complainant for inflicting
8 psychological and emotional distress upon Client by not allowing Client to go
9 home when she desired.

10 c. During the week of 11/14/22, on multiple occasions, Mother sent Respondent
11 several texts that Complainant sent to Client that were inappropriate to send
12 to a child.

13 d. It is Respondent's opinion, as stated to DCS, that Complainant continues to
14 have a detrimental effect on Client's emotional and mental well-being.

15 e. Having Client continue to interact with Complainant, while he is doing no
16 therapy to address his apparent issues, is extremely unhealthy and stressful
17 to her.

18 f. Client lives in constant fear of Complainant's responses to any behavior from
19 her and Mother, taking his anger out on Client.

20 g. The stress caused by Complainant is impacting Client's ability to live a life
21 that is free of fear, specifically fear of actions Complainant may take.

22 h. Allowing Mother to have primary custody while Complainant attends therapy
23 to address his issues would have a positive impact on Client's mental and
24 emotional well-being.

25 7. A 01/20/23 Final Report from CAA included the following in part:

- a. Respondent reported Client was showing signs of PTSD which Respondent attributes to repeated abuse by Complainant toward Mother and Client over an extended period of time.
- b. Respondent expressed concern Complainant was continuing to traumatize Client.
- c. Respondent does not believe any contact with Complainant is in Client's best interest at this time.
- d. Respondent opined that Client cannot begin to address the trauma she has repeatedly been subjected to in the past because Complainant continues to traumatize her.
- e. Respondent recommends no contact between Client and Complainant until Complainant is engaged in and benefitting from intensive individual counseling to address his abusive behavior.

8. Respondent wrote a letter directly to the courts providing an opinion on Complainant while Client was her therapy client.

9. Respondent inserted her opinion that it was unhealthy for Client to interact with Complainant since Complainant was not doing therapy to address his apparent issues.

10. Respondent represents she would never provide an opinion on parenting time yet provided an opinion that if Mother had primary custody while Complainant attended therapy, it would have a positive impact on Client's mental and emotional well-being.

11. Respondent represented the following during an investigative interview with Board staff:

- a. Respondent does not remember whose idea the letter to the court was but would not have written it unless asked to do so.

1 b. Respondent tries to state facts in letters since it is not in her wheelhouse to
2 write letters of support, especially when there is a custody battle.

3 c. Respondent believes it is within her scope to write letters.

4 d. Respondent generally does not recommend parenting time in a letter but with
5 Client's case, Respondent opined that Client's exposure to Complainant
6 would be detrimental to her mental and emotional health.

7 e. Respondent believes the letter she wrote in Client's case was objective and
8 factual.

9 13. Respondent failed to understand that despite stating she would not provide an
10 opinion on parenting time, she opined that Complainant should not have any contact with Client.

11 15. Respondent provided an opinion that Complainant needed his own therapy to
12 address his abusive issues once again extending her scope since she was contracted to be
13 Client's therapist.

14 16. Respondent also agreed to act as a reunification therapist yet acknowledged not
15 having any training or experience in this field.

16 **CONCLUSIONS OF LAW**

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

20 2. The conduct and circumstances described in the Findings of Fact constitute a
21 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities
22 that are not congruent with the licensee's professional education, training or experience.

23 **ORDER**

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

1 1. Respondent's license, LCSW-21619, will be placed on probation for 12 months,
2 effective from the date of entry as signed below.

3 2. Respondent shall not practice under their license, LCSW-21619, unless they are
4 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
5 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
6 shall immediately notify the Board in writing and shall not practice under their license until they
7 submit a written request to the Board to re-commence compliance with this Consent
8 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

9 3. In the event that Respondent is unable to comply with the terms and conditions
10 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
11 such time as they are granted approval to re-commence compliance with the Consent
12 Agreement.

13 **Continuing Education**

14 4. 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 continuing education addressing behavioral health ethics to include decision-making
17 model. All required continuing education shall be pre-approved by the Board Chair or designee.
18 Upon completion, Respondent shall submit a certificate of completion of the required continuing
19 education.

20 5. 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 complete 3 clock
22 hours of continuing education addressing high conflict families. All required continuing education
23 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
24 submit a certificate of completion of the required continuing education.

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1 **Early Release**

2 6. 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 7. Respondent shall not provide clinical supervision to associate level licensees
8 accruing and submitting hours towards independent licensure while subject to this Consent
9 Agreement.

10 **Civil Penalty**

11 8. Subject to the provisions set forth in paragraph 9, the Board imposes a civil
12 penalty against the Respondent in the amount of \$1,000.00.

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

20 10. Within 10 days of being notified of the lifting of the stay, Respondent may request
21 that the matter be reviewed by the Board for the limited purpose of determining whether the
22 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
23 receives the written request within 10 days or less of the next regularly scheduled Board
24 meeting, the request will not be heard at that meeting, but will be heard at the next regularly

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1 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
2 review.

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

8 12. If Respondent currently sees clients in their own private practice, and obtains any
9 other type of behavioral health position, either as an employee or independent contractor, where
10 they provide behavioral health services to clients of another individual or agency, they shall
11 comply with requirements set forth in paragraphs 13 through 15 below.

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

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

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1 Respondent's new employer confirming Respondent provided the employer with a copy of this
2 Consent Agreement. If Respondent does not provide the employer's statement to the Board
3 within 10 days, as required, Respondent's failure to provide the required statement to the Board
4 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
5 employer(s) with a copy of the Consent Agreement.

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

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

23 17. Prior to the release of Respondent from probation, Respondent must submit a
24 written request to the Board for release from the terms of this Consent Agreement at least 30

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1 days prior to the date they would like to have this matter appear before the Board. Respondent
2 may appear before the Board, either in person or telephonically. Respondent must provide
3 evidence that they have successfully satisfied all terms and conditions in this Consent
4 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
5 this Consent Agreement have been met and whether Respondent has adequately demonstrated
6 that they have addressed the issues contained in this Consent Agreement. In the event that the
7 Board determines that any or all terms and conditions of this Consent Agreement have not been
8 met, the Board may conduct such further proceedings as it determines are appropriate to
9 address those matters.

10 18. Respondent shall bear all costs relating to probation terms required in this
11 Consent Agreement.

12 19. Respondent shall be responsible for ensuring that all documentation required in
13 this Consent Agreement is provided to the Board in a timely manner.

14 20. This Consent Agreement shall be effective on the date of entry below.

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

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

19 *Robin Edgell, LCSW* Oct 31, 2023
Robin Edgell, LCSW (Oct 31, 2023 16:00 PDT)
20 Robin L. Edgell Date

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

22 By: *Mpli Zavala* Nov 2, 2023
23 TOBI ZAVALA, Executive Director Date
24 Arizona Board of Behavioral Health Examiners
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EXECUTED COPY of the foregoing sent electronically Nov 2, 2023
to:

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

Robin L. Edgell
Address of Record
Respondent

Michael Ryan
4505 E. Chandler Blvd
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Attorney for Respondent