

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

2 **In the Matter of:**

3 **L. Magali Hoy-Nielsen, LCSW-16582,**
4 **Licensed Clinical Social Worker,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2021-0139


**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 February 25th, 2022. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated February 25th, 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 February 25th, 2022.

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

Nov 13, 2023
Date

17
18 **ORIGINAL** of the foregoing filed Nov 13, 2023
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 Nov 13, 2023
to:

23 L. Magali Hoy-Nielsen
24 Address of Record
Respondent

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LCSW-16582 for the practice of social
15 work in the State of Arizona.

16 2. From 04/19 – 12/20, and adult client (“Client”) received behavioral health
17 services from Respondent.

18 3. Upon initiating services, Client told Respondent that she had been diagnosed
19 with DID and PTSD.

20 4. Respondent represented the following regarding her decision to provide services
21 to Client:

22 a. Respondent let Client know she had not worked with other clients that were
23 diagnosed with DID.

24 b. Respondent never presumed expertise on the diagnosis of DID, but chose to
25 treat Client with due caution.

- c. Respondent's intention was to help Client to the best of Respondent's ability.
- d. Respondent should not have provided services to Client.
- e. Although Respondent felt her treatment of Client's PTSD was within her scope, Respondent felt Client's DID issues were out of her scope.
- f. Respondent did not consider that working outside of her scope may be a violation of A.R.S. § 32-3251, but now she better understands.
- g. In the future, Respondent will carefully screen a client to ensure Respondent's clinical skills match their needs.

5. In addition to providing services outside of her scope, Respondent communicated with terms and symbols that were not appropriate for the tone and nature of the professional relationship:

- a. "Loves and hugs [Licensee][praying hands emoji][heart emoji]."
- b. "Thank you my dear! Sending all my love. [heart emoji][praying hands emoji][smiley face emoji]."
- c. "Love you my sweet Silly. Bless you. [heart emoji][praying hands emoji]."

6. Respondent represented the following:

- a. Client initiated the use of emojis and Respondent used them to represent care, compassion, and to meet Client where she was.
- b. Respondent recognizes the use of emojis was not an appropriate approach.

7. Respondent had physical, non-sexual contact with Client.

8. Respondent represented the following:

- a. During a time of Client being in distress, Respondent allowed Client to rest her head on a pillow situated between the outside of Respondent's lap and Client's head.
- b. Respondent patted Client's hair as a comfort response.

1 c. Respondent recognizes there is a boundary, and regrets her decision.

2 9. Furthermore, Respondent represented the following regarding harm to Client:

3 a. It was difficult to answer whether Respondent believed the treatment she
4 provided Client caused harm.

5 b. Respondent could have done more to consider Client's DID in her treatment.

6 10. On 05/31/19, Client was in crisis and contacted Respondent reporting that she
7 felt alone and suicidal.

8 11. Respondent drove to Client's residence and contacted the crisis mobile team to
9 assess Client's safety and to ensure a friend would also come to the residence.

10 12. Respondent left prior to the arrival of the crisis response team or Client's friend.

11 13. Respondent represented the following:

12 a. Respondent went to Client's home because she did not seem well, she
13 seemed suicidal, and it did not appear she could reach out for help on her
14 own.

15 b. Respondent went to the home rather than calling crisis because she wanted
16 Client to have someone there immediately or in the meantime.

17 c. Respondent stayed with Client for two hours until she was stabilized without
18 suicidal thoughts.

19 d. Respondent determined Client was stabilized enough to be left alone
20 because she was on the phone with her friend who was instrumental in
21 assisting to stabilize her.

22 e. Client's friend remained on the phone, and once the crisis team was within
23 minutes of arrival, Respondent left.

24 f. Respondent regrets the minutes of time between her departure and Client's
25 friend's arrival.

- 1 g. Respondent left the residence because she had another appointment.
- 2 h. Respondent was unable to articulate why she did not develop a crisis plan
- 3 with Client after the incident, but she recognizes the importance of crisis
- 4 planning.
- 5 i. Respondent did not do a suicide risk assessment with Client, and was unable
- 6 to articulate to the Board investigator her failure to do so.

7 14. Additionally, Client's clinical record had the following documentation deficiencies:

- 8 a. The consent for treatment was missing the majority of the required elements.
- 9 b. Client's treatment plan was missing the following required elements:
 - 10 ▪ The dated signature of the client.
 - 11 ▪ The date when the client's treatment plan will be reviewed.
- 12 c. Client's progress notes were missing the following required elements:
 - 13 ▪ Almost all of the progress notes do not indicate whether the counseling
 - 14 was individual, couples, family, or group.
 - 15 ▪ One (1) progress one is missing Respondent's dated signature and the
 - 16 time spent providing the behavioral health service.
 - 17 ▪ Respondent neglected to prepare progress notes for two (2) sessions.
- 18 d. Client's records were missing four (4) corresponding billing records.

19 15. After receiving the Board complaint, Respondent submitted the following

20 templates to Board staff that appear to meet minimum requirements:

- 21 a. Consent forms
- 22 b. Treatment plan
- 23 c. Progress notes.

24 ...

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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)(m), engaging or offering to engage as a licensee in activities
7 that are not congruent with the licensee’s professional education, training or experience.

8 3. The conduct and circumstances described in the Findings of Fact constitute a
9 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
10 recognized standards of ethics in the behavioral health profession or that constitutes a danger
11 to the health, welfare or safety of a client, as it relates to the NASW Code of Ethics¹:

12 **1.01 Commitment to Clients**

13 Social workers’ primary responsibility is to promote the well-being of
14 clients. In general, clients’ interests are primary. However, social
15 workers’ responsibility to the larger society or specific legal obligations
16 may on limited occasions supersede the loyalty owed client, and
17 clients should be so advised.

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

21 A.A.C. R4-6-1101, Consent for Treatment

22 _____
23 ¹ The Board did not make a finding that Respondent engaged in a practice that “constitutes a danger to
24 the health, welfare or safety of a client.” The violation of A.R.S. §32-3251(16)(k) is based on the violation
25 of the NASW Code of Ethics section.

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

2 A.A.C. R4-6-1103, Client Record

3 A.A.C. R4-6-1104, Financial and Billing Records

4 **ORDER**

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

7 1. Respondent's license, LCSW-16582, will be placed on probation for 24 months,
8 effective from the date of entry as signed below.

9 2. Respondent shall not practice under their license, LCSW-16582, unless they are
10 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
11 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
12 shall immediately notify the Board in writing and shall not practice under their license until they
13 submit a written request to the Board to re-commence compliance with this Consent
14 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

19 **Continuing Education**

20 4. 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 6 clock
22 hours of continuing education addressing crisis intervention and safety. All required continuing
23 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
24 shall submit a certificate of completion of the required continuing education.

25 ...

1 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
2 more frequent supervision is needed. Quarterly reports shall include the following:

3 a. Dates of each clinical supervision session.

4 b. A comprehensive description of issues discussed during supervision
5 sessions.

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

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

13 **Change of Clinical Supervisor During Probation**

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

21 **Audit**

22 12. While on probation, Respondent shall submit to an audit of all of their private
23 practice records by a pre-approved auditor. Within 30 days of this consent agreement,
24 Respondent shall submit the name of an auditor and a plan for conducting the audit for pre-
25 approval by the Board Chair or designee. The audit shall be completed within 60 days of the

1 effective date of this consent agreement. Also within 60 days of the effective date of this
2 consent agreement, the auditor shall provide an audit report and a proposed audit plan
3 addressing any deficiencies found during the audit to the Board Chair or designee for review
4 and approval.

5 **Practice Monitor**

6 13. While on probation, Respondent shall establish and maintain a relationship with a
7 practice monitor who is a masters or higher level behavioral health professional licensed by the
8 Arizona Board of Behavioral Health Examiners at the independent level. The practice monitor
9 shall provide training and assistance to Respondent regarding setting up appropriate forms and
10 formats for Respondent's clinical records, implementing current behavioral health standards of
11 practice related to behavioral health assessment and treatment planning, providing treatment
12 consistent with the documented treatment plan, and documenting the treatment provided in
13 accordance with current behavioral health standards. Respondent and the practice monitor shall
14 review the clinical documentation produced for each and every active client Respondent sees at
15 least once per month. The practice monitor shall ensure that Respondent complies with the
16 audit plan approved by the Board Chair or designee. Respondent shall meet with the practice
17 monitor a minimum of once a month.

18 14. Within 30 days of the effective date of this Consent Agreement, Respondent shall
19 submit the name of a practice monitor for pre-approval by the Board Chair or designee. Also
20 within 30 days of the effective date of this Consent Agreement, the proposed Practice Monitor
21 shall submit a letter disclosing their prior relationship to Respondent. In that letter, the practice
22 monitor shall address why they should be approved, acknowledge that they have reviewed the
23 Consent Agreement and include the results of an initial assessment and a monitoring plan
24 regarding the proposed practice monitoring of Respondent. The letter from the proposed
25 Practice Monitor shall be submitted to the Board.

1 **Monitoring Quarterly Reports**

2 15. Once approved, the practice monitor shall submit quarterly reports for review and
3 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
4 this consent agreement that need to be reported and the practice monitor shall notify the Board
5 if more frequent monitoring is needed. The practice monitor shall submit a final summary report
6 for review and approval by the Board Chair or designee. The final summary report submitted by
7 the practice monitor shall address Respondent's competency to engage in independent practice
8 in accordance with current standards of practice.

9 **Change of Practice Monitor During Probation**

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

17 **Early Release**

18 17. After completion of the stipulations set forth in this Consent Agreement, and upon
19 the supervisor's and practice monitor's recommendation, Respondent may request early release
20 from the Consent Agreement after 12 months.

21 **GENERAL PROVISIONS**

22 **Provision of Clinical Supervision**

23 18. Respondent shall not provide clinical supervision while subject to this Consent
24 Agreement.

25 ...

1 **Civil Penalty**

2 19. Subject to the provisions set forth in paragraph 20, the Board imposes a civil
3 penalty against the Respondent in the amount of \$1,000.00.

4 20. 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 21. 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 22. 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 23. 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 24 through 26 below.

3 24. 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 25. 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 26. 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 the Board of their change of employment status. After the change and within 10 days of

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

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

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

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

1 30. Respondent shall be responsible for ensuring that all documentation required in
2 this Consent Agreement is provided to the Board in a timely manner.

3 31. This Consent Agreement shall be effective on the date of entry below.

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

7
8 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

9 L Magali Hoy-Nielsen
L Magali Hoy-Nielsen (Feb 25, 2022 08:02 MST)

Feb 25, 2022

10 L. Magali Hoy-Nielsen

Date

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

12 By: M. Zaval

Feb 25, 2022

13 TOBI ZAVALA, Executive Director
14 Arizona Board of Behavioral Health Examiners

Date

15 **ORIGINAL** of the foregoing filed Feb 25, 2022
16 with:

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

19 **EXECUTED COPY** of the foregoing sent electronically Feb 25, 2022
20 to:

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

23 L. Magali Hoy-Nielsen
24 Address of Record
Respondent

25 ...

1 Flynn Carey
2 Mitchell Stein Carey Chapman, PC
3 2600 N Central Avenue, Ste. 1000
4 Phoenix, AZ 85004
5 Attorney for Respondent

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