

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

In the Matter of:

**Lora I. Hudson, LCSW-21913
Licensed Clinical Social Worker
In the State of Arizona.**

RESPONDENT

CASE NO. 2025-0019

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), Lora I. Hudson ("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 their right to such formal hearing concerning these allegations and irrevocably waives their 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 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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-21913 for the practice of social
15 work in the State of Arizona.

16 2. From 05/24 – 07/24, Respondent provided behavioral health services to Client
17 through Agency.

18 3. During a 05/30/24 assessment with Respondent, Client reported depression and
19 anxiety and assessment tool scores indicate Client was severely depressed.

20 4. A 05/30/24 progress note indicated Client has been suicidal and attempted
21 suicide in 02/24 after feelings of worthlessness, and a prior hospitalization in 2010 for mental
22 health issues.

23 5. Within this 05/30/24 note Respondent documents that Client will review coping
24 skills for her depression and anxiety, Client will talk with a doctor about medications, and Client
25 will call 988 if she has suicidal ideations.

1 6. Respondent failed to develop a clear safety plan or risk assessment with Client
2 based on Client's recent suicide attempt and report of suicidal feelings.

3 7. A 07/11/24 progress note indicated Client reported not wanting to wake up but
4 did not have a plan to self-harm.

5 8. Within this note, Respondent documents that Client will use her resources when
6 feeling overwhelmed with depression and feelings of not wanting to get up in the morning.

7 9. A 07/15/24 and 07/22/24 progress note indicated Client presented with
8 symptoms of depression and suicidal ideation and Respondent documented that Client would
9 use her coping skills and call resources Respondent gave her when she is feeling overwhelmed.

10 10. In neither of these 07/24 notes does Respondent document an actual safety plan
11 or risk assessment based on Client's report of suicidal ideation.

12 11. In a 07/30/24 care coordination note, Respondent documents Complainant
13 calling stating Client was going to take her life, then Respondent documents calling crisis,
14 Client's emergency contact, and Tucson Police to conduct a welfare check after not being able
15 to contact Client.

16 12. Since 08/24, Respondent has been providing behavioral health services to Client
17 through Private Practice.

18 13. On 08/12/24, Respondent has a session with Client following Client's suicide
19 attempt and even though Respondent documents there were no signs of suicidal ideation,
20 Respondent again failed to complete any sort of safety plan or risk assessment based on
21 Client's recent suicide attempt and hospitalization.

22 14. Despite Respondent representing that the plan was for Client to call 988 or
23 someone if they were feeling suicidal, this does not appear to be an adequate safety plan or risk
24 assessment.

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1 15. It does not appear within the records that Respondent documents how she in
2 facts assessed Client's suicidality.

3 16. Within Agency's clinical records for Client, there was no informed consent.

4 17. There was also no treatment plan for Client within Agency's records.

5 18. Client's progress notes at Agency failed to include the following minimum Board
6 requirements including telehealth requirements:

7 a. The mode of session, whether interactive audio, video, or electronic
8 communication.

9 b. Verification of the client's physical location during the session and local
10 emergency contacts.

11 c. The dated signature of the Respondent who provided the behavioral health
12 service.

13 19. Client's 08/12/24 treatment plan at Private Practice failed to include the following
14 minimum Board requirements:

15 a. If a discharge date has been determined, the aftercare needed.

16 b. The dated signature of the client or the client's legal representative.

17 20. Respondent's progress notes at Private Practice failed to include the following
18 minimum telehealth Board requirements:

19 a. The mode of session, whether interactive audio, video, or electronic
20 communication.

21 b. Verification of the client's physical location during the session and local
22 emergency contacts.

23 21. Despite Respondent representing that Agency would have been responsible for
24 developing the forms for clients and does not have access to the informed consents,

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1 Respondent is an independent contractor with Agency with no oversight and failed to ensure
2 there was a signed informed consent in place for Client.

3 22. Respondent is independently licensed and in Private Practice yet fails to ensure
4 her clinical documentation meets all minimum Board requirements.

5 **CONCLUSIONS OF LAW**

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

9 2. The conduct and circumstances described in the Findings of Fact constitute a
10 violation of A.R.S. § 32-3251(16)(l), engaging in any conduct, practice or condition that impairs
11 the ability of licensee to safely and competently practice the licensee's profession.

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

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

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

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

18 A.A.C. R4-61106, Telepractice

19 **ORDER**

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

22 1. Respondent's license, LCSW-21913, will be placed on probation for 24 months,
23 effective from the date of entry as signed below.

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2. Respondent shall not practice under their license, LCSW-21913, unless they are fully compliant with all terms and conditions in this Consent Agreement. If, for any reason, Respondent is unable to comply with the terms and conditions of this Consent Agreement, they shall immediately notify the Board in writing and shall not practice under their license until they submit a written request to the Board to re-commence compliance with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

Continuing Education

4. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock hours of continuing education addressing telehealth practices. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.

5. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock hours of continuing education addressing current Arizona documentation standards. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.

6. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock hours of continuing education addressing suicide assessment and safety planning. All required

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1 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
2 Respondent shall submit a certificate of completion of the required continuing education.

3 7. In addition to the continuing education requirements of A.R.S. § 32-3273, within
4 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
5 hours of continuing education addressing law and ethics. All required continuing education shall
6 be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a
7 certificate of completion of the required continuing education.

8 **Clinical Supervision**

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

19 **Focus and Frequency of Clinical Supervision**

20 9. The focus of the supervision shall relate to focus on documentation, treatment
21 and assessment, continuity of care, behavioral health ethics, Arizona rules and statutes, suicide
22 risk assessment, and safety planning. Respondent shall receive clinical supervision twice
23 monthly from a pre-approved independently licensed behavioral health professional. Early
24 release available after the first 12 months, at the recommendation of the clinical supervisor.

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1 **Reports**

2 10. Once approved, the supervisor 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 supervisor shall notify the Board if
5 more frequent supervision is needed. Quarterly reports shall include the following:

6 a. Dates of each clinical supervision session.

7 b. A comprehensive description of issues discussed during supervision
8 sessions.

9 c. The results of each clinical documentation review by the supervisor.

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

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

17 **Change of Clinical Supervisor During Probation**

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

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1 **Early Release**

2 14. After completion of the continuing education requirements set forth in this
3 Consent Agreement, and upon the supervisor's recommendation, Respondent may request
4 early release from the Consent Agreement if all other terms of the Consent Agreement have
5 been met.

6 **GENERAL PROVISIONS**

7 **Provision of Clinical Supervision**

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

11 **Civil Penalty**

12 16. Subject to the provisions set forth in paragraph 17, the Board imposes a civil
13 penalty against the Respondent in the amount of \$1,000.00.

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

21 18. Within 10 days of being notified of the lifting of the stay, Respondent may request
22 that the matter be reviewed by the Board for the limited purpose of determining whether the
23 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
24 receives the written request within 10 days or less of the next regularly scheduled Board

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1 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
2 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
3 review.

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

9 20. If Respondent currently sees clients in their own private practice, and obtains any
10 other type of behavioral health position, either as an employee or independent contractor, where
11 they provide behavioral health services to clients of another individual or agency, they shall
12 comply with requirements set forth in paragraphs 44 through 46 below.

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

21 22. If Respondent is not employed as of the effective date of this Order, within 10
22 days of accepting employment in a position where Respondent provides any type of behavioral
23 health related services or in a setting where any type of behavioral health, health care, or social
24 services are provided, Respondent shall provide the Board Chair or designee with a written

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

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

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

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1 25. Prior to the release of Respondent from probation, Respondent must submit a
2 written request to the Board for release from the terms of this Consent Agreement at least 30
3 days prior to the date they would like to have this matter appear before the Board. Respondent
4 may appear before the Board, either in person or telephonically. Respondent must provide
5 evidence that they have successfully satisfied all terms and conditions in this Consent
6 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
7 this Consent Agreement have been met and whether Respondent has adequately demonstrated
8 that they have addressed the issues contained in this Consent Agreement. In the event that the
9 Board determines that any or all terms and conditions of this Consent Agreement have not been
10 met, the Board may conduct such further proceedings as it determines are appropriate to
11 address those matters.

12 26. Respondent shall bear all costs relating to probation terms required in this
13 Consent Agreement.

14 27. Respondent shall be responsible for ensuring that all documentation required in
15 this Consent Agreement is provided to the Board in a timely manner.

16 28. This Consent Agreement shall be effective on the date of entry below.

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

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

22 Lora Hudson
23 Lora Hudson (Jan 21, 2025 15:58 MST)
24 Lora I. Hudson

25 Jan 21, 2025
 Date

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