

1 **BEFORE THE BOARD OF PSYCHOLOGIST EXAMINERS**
2 **FOR THE STATE OF ARIZONA**

3 In the Matter of:)
4 **Paige Huff, M.S., BCBA**) **CASE NO. 23-19**
5 Holder of License No. BEH-000633) **CONSENT AGREEMENT AND**
6 for the Practice of Behavior Analysis) **ORDER FOR PROBATION AND**
7 in the State of Arizona) **PRACTICE MONITORING**

8 On August 4, 2023, the Arizona Board of Psychologist Examiners (“Board”) met
9 virtually in open session to discuss the above-referenced case. Paige Huff, M.S., BCBA,
10 (“Respondent”) appeared virtually with her attorney, Sara Stark, Esq. The parties agree to enter
11 into this Consent Agreement in lieu of further administrative proceedings.

12 **JURISDICTION**

13 1. The Board is the state agency authorized pursuant to Arizona Revised Statutes
14 (“A.R.S.”) § 32-2091 et. seq., and the rules promulgated thereunder in the Arizona
15 Administrative Code (“A.A.C.” or “rules”) at R4-26-401 et seq., to regulate and control the
16 licensing of behavior analysts in the State of Arizona.

17 2. Respondent is the holder of license number BEH-000633 for the practice of
18 behavior analysis in the State of Arizona.

19 3. The Board has personal and subject matter jurisdiction over Respondent pursuant
20 to A.R.S. § 32-2091, et seq., and the rules at A.A.C. R4-26-401, et seq.

21 **RECITALS**

22 Respondent understands and agrees that:

23 1. The Board and Respondent enter into this Consent Agreement to promptly and
24 judiciously resolve these matters, consistent with the public interest and the statutory
25 requirements of the Board.

26 2. Respondent has the right to consult with an attorney before entering into this
27 Consent Agreement.
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1 3. Respondent has a right to a formal public hearing concerning this case where she
2 could present evidence and cross-examine witnesses. Respondent irrevocably waives any right
3 to such a hearing, rehearing or review or to any judicial review or other appeal of this matter upon
4 this Consent Agreement becoming effective.

5 4. Although Respondent does not agree that all of the allegations in Complaint No.
6 23-19 are supported by the evidence, Respondent acknowledges that it is the Board's position
7 that if these matters proceeded to formal hearing, the Board could offer sufficient evidence to
8 support a conclusion that certain of Respondent's conduct constituted unprofessional conduct.
9 Therefore, Respondent has agreed to enter into this Consent Agreement as an economical and
10 practical means of resolving the issues alleged in the Complaint.

11 5. This Consent Agreement shall be subject to the Board's approval and shall be
12 effective only when signed by the Executive Director and accepted by the Board. In the event
13 that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no
14 evidentiary value and shall not be relied upon nor introduced in any action by any party, except
15 that the parties agree that if the Board rejects this Consent Agreement and this case proceeds
16 to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and
17 discussion of this document or any records relating thereto.

18 6. The Consent Agreement, once approved by the Board, evidenced by the signature
19 of the Executive Director or her designee and signed by the Respondent, shall constitute a public
20 record that may be disseminated as a formal action of the Board and shall be reported to the
21 National Practitioner Data Bank and the Behavior Analyst Certification Board.

22 7. Respondent voluntarily enters into this Consent Agreement for the purpose of
23 avoiding the expense, uncertainty, and prolonged time involved in further administrative
24 proceedings. The issues contained herein are resolved by settlement and not actually litigated.
25 Any allegations and findings herein may not be used for *res judicata* or collateral estoppel effect
26 in any subsequent civil proceedings for any claims of professional liability or negligence by or
27 on behalf of Complainant(s).
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1 8. Respondent acknowledges and agrees that the acceptance of this Consent
2 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
3 other proceedings as may be appropriate now or in the future.

4 9. Respondent understands that this Consent Agreement does not constitute a
5 dismissal or resolution of any other matters currently pending before the Board, if any, and does
6 not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction
7 regarding any other pending or future investigation, action or proceeding.

8 10. Furthermore, and notwithstanding any language in this Consent Agreement, this
9 Consent Agreement does not preclude in any way any other state agency or officer or political
10 subdivision of this state from instituting proceedings, investigating claims, or taking legal action
11 as may be appropriate now or in the future relating to this matter other matters concerning
12 Respondent, including but not limited to, violations of Arizona's Consumer Fraud Act.
13 Respondent acknowledges that, other than with respect to the Board, this Consent Agreement
14 makes no representations, implied or otherwise, about the views or intended actions of any other
15 state agency or officer or political subdivision of the state relating to this matter or other matters
16 concerning Respondent.

17 11. Respondent acknowledges and agrees that, upon signing this Consent Agreement
18 and returning this document to the Board's Executive Director, she may not revoke acceptance
19 of the Consent Agreement or make any modifications to the document regardless of whether the
20 Consent Agreement has been signed by the Executive Director. Any modification to this
21 original document is ineffective and void unless mutually agreed by the parties in writing.

22 12. This Consent Agreement is subject to the approval of the Board and is effective
23 only when accepted by the Board and signed by the Executive Director. In the event that the
24 Board does not approve this Consent Agreement, it is withdrawn and shall be of no evidentiary
25 value and shall not be relied upon nor introduced in any action by any party, except that the
26 parties agree that should the Board reject this Consent Agreement and this case proceeds to
27 hearing, Respondent shall assert no claim that the Board was prejudiced by its review and
28

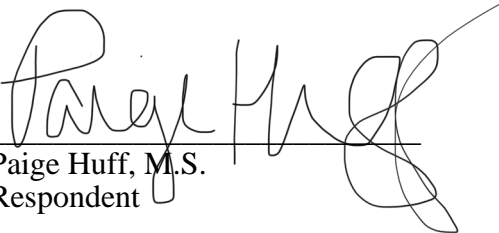
1 discussion of this document or any records relating thereto.

2 13. If a court of competent jurisdiction rules that any part of this Consent Agreement
3 is void or otherwise unenforceable, the remainder of the Consent Agreement shall remain in full
4 force and effect.

5 14. Respondent understands that any violation of this Consent Agreement constitutes
6 unprofessional conduct and may result in disciplinary action, pursuant to A.R.S. §32-
7 2091(12)(aa).

8 15. Respondent agrees that the Board will adopt the following Findings of Fact,
9 Conclusions of Law and Order.
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11
12 ACCEPTED AND AGREED BY RESPONDENT:

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16 Paige Huff, M.S.
17 Respondent

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Date 7 | 13 | 2023

1 **FINDINGS OF FACT**

2 1. Respondent was issued her behavior analyst license by the Board in 2021. She
3 currently co-owns and operates a behavior analytic service provision company, Adventure ABA
4 LLC (“Agency”).

5 2. On October 17, 2022, E.F. filed a complaint with the Board. E.F. was formerly
6 employed as a Registered Behavior Technician and site trainer at Agency. The complaint alleged,
7 in part, unlawful billing practices, inadequate training/supervision, and failure to report incidents
8 to the Arizona Department of Child Safety, all under the management of Respondent and others
9 associated with the Agency.

10 3. This matter came before the Committee on Behavior Analysis (“CBA”) in March
11 and June of 2023. The Committee noted that there were many areas in which the Agency’s
12 policies and procedures were deficient, supervisory roles were not clearly delineated and records
13 reviewed reflect a general lack of documentation relating to supervision, incident reporting,
14 mandatory reporting, tracking of incident reports, and inter-agency communications relating to
15 incident/mandatory reporting. It was not until after the CBA’s initial review of this matter that
16 Respondent provided some of the documentation that the CBA noted was missing in the initial
17 complaint response submission. Respondent did acknowledge that the Agency continues to
18 develop and modify policies and procedures, documents and forms necessary for the effective
19 and compliant operation of the Agency.
20

21 4. Respondent was unable to produce the original incident report that related to
22 allegations that an Agency service provider had inappropriately touched a client. There were
23 several concerns around this incident including reporting/failure to report, recordkeeping, and
24 communication. Overall, there was a lack of clear, demonstrable evidence that adequate follow-
25 through and follow-up relating to incident reporting and recordkeeping occurred. While some
26 policies and procedures may have been in place, there is a lack of evidence that they were
27 followed.
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1 5. Concern was also expressed that some of the conduct described above occurred
2 during or just after Respondent was working with a Practice Monitor. While the CBA and the
3 Board recognized that Respondent has made improvements to the Agency’s development and
4 implementation of the policies and procedures, the Board concluded that Respondent would
5 benefit from additional mentoring from a Practice Monitor.

6 **CONCLUSIONS OF LAW**

7 1. The conduct and circumstances described in Complaint No. 23-19, if supported by
8 the evidence, would constitute unprofessional conduct.

9 2. The conduct and circumstances above constitute a violation of A.R.S. §32-
10 2091(12)(dd), which defines unprofessional conduct as violating an ethical standard adopted by
11 the Board as it relates to the Behavior Analyst Certification Board’s Professional and Ethical
12 Compliance Code for Behavior Analysts. The conduct set forth above is a violation of the
13 following ethical code provisions:
14

- 15 a. Responsible Conduct of Behavior Analysts, which require behavior analysts
16 to maintain the high standards of behavior of the profession;
17 b. 1.02(a) Boundaries of Competence, which requires all behavior analysts to
18 provide services, teach, and conduct research only within the boundaries of
19 their competence, defined as being commensurate with the education, training
20 and supervised experience;
21 c. 1.04(d) Integrity, which requires a behavior analysts’ behavior conforms to
22 the legal and ethical codes of the social and professional community of which
23 they are members;
24 d. 5.01 Supervisory Competence, which requires behavior analysts supervise
25 only within their areas of defined competence.

26 3. The conduct and circumstances above constitute a violation of A.R.S. §32-
27 2091(12)(h), which is failing or refusing to maintain and retain adequate business, financial or
28 professional records pertaining to the behavior analysis services provided to a client.

1 **ORDER**

2 1. Pursuant to A.R.S. § 32-2091.09(5), the Board has determined that the Respondent’s
3 conduct in Complaint No. 23-19 warrants disciplinary action. Based on the foregoing Findings of
4 Fact and Conclusions of Law, IT IS ORDERED THAT:

5 2. **PROBATION:** Respondent’s license as a behavior analyst is placed on probation
6 for a minimum period of twelve (12) months from the effective date of this Consent Agreement,
7 unless otherwise ordered by the Board. The effective date of this Consent Agreement is the date
8 that it is signed by the Board’s Executive Director, or her designee, on behalf of the Board.

9 3. **PRACTICE MONITOR:** While on probation, Respondent shall contract with a
10 Practice Monitor **pre-approved** by the Board’s Executive Director or designee and who will
11 provide professional guidance and input to Respondent with respect to business practices,
12 development and implementation of policies and procedures, processes for tracking and follow-
13 through relating to incident reporting, maintaining adequate business and clinical records,
14 supervision, and any other topic deemed pertinent by the Practice Monitor. The Practice Monitor
15 shall submit to the Executive Director a detailed monitoring program outlining the monitoring
16 goals and objectives and how achievement of them will be measured, the milestones associated
17 with those goals and objectives, and the specific activities Respondent will be required to
18 complete. The written monitoring program shall be provided to the Executive Director within
19 thirty (30) days of contracting with Respondent to serve as Practice Monitor. Additionally, the
20 Practice Monitor shall review all applicable meeting audio and/or minutes for Complaint no. 23-
21 19, which will be provided by Board staff, in advance of submitting the written monitoring plan.

22 Respondent shall submit the name of the licensed behavior analyst who shall serve as
23 the Practice Monitor to the Board’s Executive Director for approval within ten (10) business
24 days of the effective date of this Order. Within twenty (20) business days of the effective date
25 of this Order, Respondent shall enter into the Practice Monitor agreement. The Practice Monitor
26 shall have no familial or business relationship with Respondent.
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1 Respondent shall meet with the Practice Monitor at least twice per month for a minimum
2 of two hours each session during the probationary period, at least one of these sessions shall be
3 in person face-to-face at Respondent's agency. The Practice Monitor shall discuss Respondent's
4 general business/clinical practices and recordkeeping. The Practice Monitor shall submit to the
5 Board quarterly written reports of the meetings, to include topics covered and any modifications
6 made to Respondent's practice. The Practice Monitor shall provide written reports to the Board
7 within 30 days after the end of each quarter. The first quarter shall begin on the date of the first
8 session between the Respondent and the Practice Monitor. Before the conclusion of the
9 probationary period, the Practice Monitor is to complete a final written report to the Board
10 summarizing their interaction with Respondent, topics discussed, areas of progress, matters of
11 remaining concern, and overall impressions. The final report shall be submitted to the Board at
12 least 30 days prior to the Board meeting at which the Board will consider Respondent's written
13 request to terminate probation as set forth in paragraph 4. Respondent shall present this Order to
14 the Board-approved Practice Monitor before the first meeting. The first meeting between
15 Respondent and the Practice Monitor shall occur within 45 days of the effective date of this
16 Order. The Board voted to allow Respondent to engage with the Practice Monitor with whom
17 she consulted in case no. 20-52 so long as that Practice Monitor is willing to comply with the
18 terms of this Consent Agreement.

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20 If, during the probationary period, the Practice Monitor is unable or unwilling to continue
21 to act as Respondent's Practice Monitor, within ten (10) business days of the Practice Monitor's
22 termination of the practice monitor relationship, Respondent shall contact the Executive Director
23 in writing and present another potential Practice Monitor for approval. Respondent shall notify
24 the Board of her new Practice Monitor within twenty (20) business days of receiving approval.
25 The sessions between Respondent and the Practice Monitor that occurred prior to the effective
26 date of this Consent Agreement shall not count toward those sessions required under this
27 Consent Agreement.
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1 4. **TERMINATION OF PROBATION:** Unless otherwise ordered by the Board,
2 upon the passage of twelve months and upon the monitor’s recommendation, Respondent may
3 petition the Board, in writing, and request termination from probation. If the Board determines
4 that Respondent has not complied with the requirements of this Consent Agreement, the Board
5 may either (a) continue the probation, or (b) institute proceedings for noncompliance with this
6 Consent Agreement, which may result in the suspension, revocation, or other disciplinary or
7 remedial action.

8 5. **EFFECTIVE DATE:** Respondent understands that this Consent Agreement shall
9 not become effective unless and until adopted by the Board and executed on behalf of the Board.
10 Any modification to this original document is ineffective and void unless mutually approved by
11 the parties in writing.

12 6. **CONSIDERATION IN FUTURE ACTIONS:** Respondent understands that this
13 Consent Agreement, or any part thereof, may be considered in any future disciplinary action
14 against her.

15 7. **FINAL RESOLUTION:** This Consent Agreement constitutes a final resolution
16 of these disciplinary matters but does not constitute a dismissal or resolution of other matters
17 currently pending before the Board, if any, and does not constitute any waiver, expressed or
18 implied, of the Board’s statutory authority or jurisdiction regarding any other pending or future
19 investigations, actions, or proceedings. Further, this Consent Agreement does not preclude any
20 other agency, subdivision, or officer of this State from instituting other civil or criminal
21 proceedings with respect to the conduct that is the subject of this Consent Agreement.
22

23 8. **TIME:** Time is of the essence with regard to this Consent Agreement.

24 9. **COSTS:** Respondent shall be responsible for all costs incurred as a result of her
25 compliance with this Consent Agreement.

26 10. **NON-COMPLIANCE:** If Respondent fails to comply with the terms of this
27 Consent Agreement, the Board may properly institute proceedings for noncompliance, which may
28 result in suspension, revocation, or other disciplinary or remedial actions. Violation of this

1 Consent Agreement is a violation of A.R.S. § 32-2091(12)(aa) (“violating a formal board order,
2 consent agreement, term of probation or stipulated agreement”).

3 11. **NON-RENEWAL OR LATE RENEWAL:** If Respondent fails to renew her
4 license while under the terms of this Consent Agreement and subsequently applies for late renewal
5 of license or a new license, the remaining terms of this Consent Agreement shall be imposed if
6 the late renewal or reapplication for license is granted.

7 12. **TOLLING:** If Respondent for any reason stops practicing behavior analysis in
8 Arizona for more than 30 consecutive days or leaves Arizona to reside or practice behavior
9 analysis outside of Arizona, the periods of temporary or permanent residency or practice outside
10 Arizona or the non-practice within Arizona do not reduce the duration of the terms under this
11 Order. Respondent shall notify the Board in writing within five (5) business days of the dates of
12 departure or the dates of non-practice in Arizona.

13 13. **PUBLIC RECORD:** This Consent Agreement is a public record that may be
14 publicly disseminated as a formal action of the Board and reported to the National Practitioner
15 Data Bank and the Behavior Analyst Certification Board.

16 DATED this 4 day of August 2023.

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18
19 ARIZONA BOARD OF
20 PSYCHOLOGIST EXAMINERS

21
22 By: Heidi Herbst Paakkonen
23 Heidi Herbst Paakkonen
24 Executive Director

25 **ORIGINAL** filed electronically
26 this 4 day of August 2023 with:

27 Arizona State Board of Psychologist Examiners
28 1740 W. Adams St., Suite 3403
Phoenix, Arizona 85007

1 **COPY** mailed by regular and certified mail #**70212720000061790585**
2 this 4 day of **August** 2023 to:

3 Paige Huff, M.S., BCBA
4 Respondent
5 Address on Record

6 **COPY** of the foregoing mailed by USPS regular mail
7 this 4 day of **August** 2023 to:

8 Sara Stark, Esq.
9 Chelle Law, PLC
10 5425 East Bell Road, Suite 107
11 Phoenix, AZ 85254
12 Attorney for Respondent

13 **COPY** of the foregoing via email (jeanne.galvin@azag.gov)
14 this 4 day of **August** 2023 to:

15 Jeanne M. Galvin
16 Assistant Attorney General
17 2005 North Central Ave. SGD/LES
18 Phoenix, Arizona 85004
19 Attorney for the State of Arizona

20 By: Jennifer Michaelson
21 #11323017
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