

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

3 In the Matter of:

4 **DYLAN HUFF, M.Ed., BCBA**

5 Holder of License No. BEH-000267  
6 for the Practice of Behavior Analysis  
7 in the State of Arizona

} **CASE NOS. 23-02 and 20-51**

} **CONSENT AGREEMENT AND**  
} **ORDER FOR PROBATION AND**  
} **PRACTICE MONITORING**

8           On September 1, 2023, the Arizona Board of Psychologist Examiners ("Board") met  
9 virtually in open session to discuss the above-referenced cases. Dylan Huff, M.Ed., BCBA,  
10 ("Respondent") appeared virtually with his attorney, Brianna Quinn, Esq. The parties agree to  
11 enter 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 Administrative  
15 Code ("A.A.C." or "rules") at R4-26-401 *et seq.*, to regulate and control the licensing of behavior  
16 analysts in the State of Arizona.

17           2.     Respondent is the holder of license number BEH-000267 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.  
28

1           3.       Respondent has a right to a formal public hearing concerning these cases where he  
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 these matters  
4 upon this Consent Agreement becoming effective.

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7 that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no  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

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

16           6.       Respondent voluntarily enters into this Consent Agreement for the purpose of  
17 avoiding the expense, uncertainty, and prolonged time involved in further administrative  
18 proceedings. The issues contained herein are resolved by settlement and not actually litigated.  
19 Any allegations and findings herein may not be used for *res judicata* or collateral estoppel effect  
20 in any subsequent civil proceedings for any claims of professional liability or negligence by or  
21 on behalf of Complainant(s).

22           7.       Respondent acknowledges and agrees that the acceptance of this Consent  
23 Agreement is solely to settle this Board matter and does not preclude the Board from instituting  
24 other proceedings as may be appropriate now or in the future.

25           8.       Respondent understands that this Consent Agreement does not constitute a  
26 dismissal or resolution of any other matters currently pending before the Board, if any, and does  
27 not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction  
28

1 regarding any other pending or future investigation, action or proceeding.

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

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

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


23 12. If a court of competent jurisdiction rules that any part of this Consent Agreement  
24 is void or otherwise unenforceable, the remainder of the Consent Agreement shall remain in full  
25 force and effect.

26 13. Respondent understands that any violation of this Consent Agreement constitutes  
27 unprofessional conduct and may result in disciplinary action, pursuant to A.R.S. §32-  
28

1 2091(12)(aa).

2 14. Respondent agrees that the Board will adopt the following Findings of Fact,  
3 Conclusions of Law and Order.  
4

5 ACCEPTED AND AGREED BY RESPONDENT:  
6

7  
8   
9 Dylan Huff, M.Ed.  
10 Respondent

Date

11/10/23

11 **FINDINGS OF FACT**

12 1. Respondent was issued his behavior analyst license by the Board in 2017. At all  
13 relevant times, Respondent co-owned and operated a behavior analytic service provision  
14 company, Adventure ABA LLC ("Agency"). The Respondent co-owned the Agency with his  
15 then wife, Paige Huff. The couple are now divorced and Respondent was completely divested of  
16 the Agency as of July 2023. Respondent currently maintains no ownership of the Agency.  
17

18 **Case No. 23-02**

19 2. In August of 2022, D.N., an investigator with BlueCross/Blue Shield of Arizona  
20 filed a complaint against Respondent alleging, *inter alia*, inappropriate billing, multiple  
21 relationships relating to services provided to Respondent's three children through the Agency,  
22 inadequate recordkeeping and inadequate services to other Agency clients.

23 3. At the conclusion of its consideration of the matter, the Board found that  
24 Respondent failed to implement procedures to ensure that multiple relationships were avoided,  
25 particularly when it came to the services his three children received through the Agency.  
26 Specifically, the Board determined that it was problematic that the RBT staff treating  
27 Respondent's children was employed by the Agency. In addition, the lead clinician, Ms. Nichole  
28 Holmes, who supervised the services provided to Respondent's children, was contracted with

Respondent and his then wife but also paid by the Agency. The services provided to the children were also billed through the Agency.

4. In addition, evidence of the multiple relationships continued was found when it was determined that an RBT accompanied the Respondent and his family on vacations/staycations, including one trip to Mexico. The documentation submitted as part of the RBT's attendance on the vacations was unclear if the RBT was there to support the children in a therapeutic sense or as childcare/supervision. This situation was exacerbated given Respondent's role as employer/contractor of the staff who accompanied his family on vacation. Respondent represents that the RBT accompanied the family on vacations in the role as an RBT only.

5. The Board also found that in at least 4 cases, Respondent's delivery of case supervision fell below the standard of practice in that the document was insufficient to support what Respondent asserted was medically necessary. Much of the documentation was lacking in sufficient detail to determine whether appropriate guidance was being provided to the RBT.

6. Furthermore, none of the records provided an adequate rationale for delivering less than standard supervision hours.

7. Overall, Respondent's actions in failing to put documented protocols in place to avoid the multiple relationships led to interference with the delivery of standard of clinical practice and lack of appropriate billing documentation.

#### Case No. 20-51

8. In March of 2021, Board issued a Non-Disciplinary Order for Continuing Education and Self-Study (guided by a mentor) against Respondent in case no. 20-51. Pursuant to the terms of the Order, Respondent was required to complete 24 hours of continuing education in the areas of forensics and family matters and 16 hours of self-study with a Board-approved LBA knowledgeable in the area of ethics. Respondent began the self-study with Jessica Belokas, LBA, in October 2022.

9. In February of 2023, Ms. Belokas notified the Board that she had terminated her mentor relationship with Respondent due to his violation of the contract.



10. At the conclusion of its consideration of the matter, the Board found that Respondent failed to comply with the March 2021, non-disciplinary order for continuing education and self-study. The Board found that Respondent failed to complete some assignments and completed others in an untimely manner.

### CONCLUSIONS OF LAW

1. The conduct and circumstances described in Complaint No. **23-02** constitutes unprofessional conduct and a violation of A.R.S. 32-2091(12)(h), which is failing or refusing to maintain adequate business, financial or professional records pertaining to the behavior analysis services provided to a client.

2. The conduct and circumstances described in Complaint No. **23-02** constitutes unprofessional conduct and a violation of A.R.S. 32-2091(12)(dd), which is violating an ethical code adopted by the Board as it relates to the Behavior Analyst Certification Board's Professional and Ethical Compliance Code for Behavior Analysts. 1.11 (Multiple Relationships) and 4.05 (Maintaining Supervision Documents).

3. The conduct and circumstances described in Complaint No. **20-51** constitutes unprofessional conduct and a violation of A.R.S. 32-2091(12)(aa), which is violating a formal board order, consent agreement, term of probation or stipulated agreement.

## ORDER

1. Pursuant to A.R.S. § 32-2091.09(5), the Board has determined that the Respondent's conduct in Complaint Nos. 23-02 and 20-51 warrants disciplinary action. Based on the foregoing Findings of Fact and Conclusions of Law, IT IS ORDERED THAT:

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

3. **CONTINUING EDUCATION:** In addition to the continuing education requirements found in A.A.C. R4-26-409 for license renewal, within 90 days of the effective date

1 of this Order, Respondent shall complete an additional twenty-four (24) clock hours of continuing  
2 education in the content areas of ethics and multiple relationships (twelve hours in each area).  
3 These 24 additional hours of continuing education shall be pre-approved by the Executive  
4 Director or designee. Within one week of completion of the additional continuing education,  
5 Respondent shall provide the Board with verification of completion of these hours. The  
6 continuing education completed as part of this matter may not be used towards the requirement  
7 for future license renewal applications.

8  
9 4. **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 maintaining adequate  
12 clinical records, supervision requirements and documentation, ethics and multiple relationships  
13 and any other topic deemed pertinent by the Practice Monitor. The Practice Monitor shall submit  
14 to the Executive Director a detailed monitoring program outlining the monitoring goals and  
15 objectives and how achievement of them will be measured, the milestones associated with those  
16 goals and objectives, and the specific activities Respondent will be required to complete. The  
17 written monitoring program shall be provided to the Executive Director within thirty (30) days of  
18 contracting with Respondent to serve as Practice Monitor. Additionally, the Practice Monitor  
19 shall review all applicable meeting audio and/or minutes for Complaint nos. 23-02 and 20-51,  
20 which will be provided by Board staff, in advance of submitting the written monitoring plan.

21 Respondent shall submit the name of the licensed behavior analyst who shall serve as  
22 the Practice Monitor to the Board's Executive Director for approval within thirty (30) days of  
23 the effective date of this Order. Within forty (40) days of the effective date of this Order,  
24 Respondent shall enter into the Practice Monitor agreement. The Practice Monitor shall have no  
25 familial or business relationship with Respondent.

26 Respondent shall meet with the Practice Monitor at least twice per month for a minimum  
27 of two hours each session during the probationary period; at least one of these sessions shall be  
28 in person face-to-face at Respondent's place of employment. The Practice Monitor shall discuss

Respondent's clinical practices, supervision, ethical standards, multiple relationships, and recordkeeping. The Practice Monitor shall review and discuss with Respondent the continuing education he has completed to date under paragraph 3 and assess whether Respondent achieved the learning objectives. The Practice Monitor shall review a minimum of five of Respondent's recent patient records each quarter and discuss with Respondent the Practice Monitor's findings, conclusions, and recommendations for improvement. The Practice Monitor shall submit to the Board quarterly written reports of the meetings, to include topics covered and any modifications made to Respondent's practice. The Practice Monitor shall provide written reports to the Board within 30 days after the end of each quarter. The first quarter shall begin on the date of the first session between the Respondent and the Practice Monitor. Before the conclusion of the probationary period, the Practice Monitor is to complete a final written report to the Board summarizing their interaction with Respondent, topics discussed, areas of progress, matters of remaining concern, and overall impressions. The final report shall be submitted to the Board at least 30 days prior to the Board meeting at which the Board will consider Respondent's written request to terminate probation as set forth in paragraph 5. Respondent shall present this Order to the Board-approved Practice Monitor before the first meeting.

If, during the probationary period, the Practice Monitor is unable or unwilling to continue to act as Respondent's Practice Monitor, within ten (10) business days of the Practice Monitor's termination of the practice monitor relationship, Respondent shall contact the Executive Director in writing and present another potential Practice Monitor for approval. Respondent shall notify the Board of her new Practice Monitor within twenty (20) days of receiving approval.

**TOLLING OF PRACTICE REQUIREMENT:** The requirement to obtain a Practice Monitor is tolled until such time Respondent obtains employment as an LBA. Respondent acknowledges that his failure to obtain a Practice Monitor shall extend the length of probation. Respondent shall notify the Executive Director within seven (7) calendar days once he has gained employment as an LBA and supply the name of the agency. If Respondent has not secured employment as an LBA and hence, a Practice



1 Monitor, on or before March 15, 2024, the matter shall be placed on the next available  
2 meeting of the Committee on Behavior Analysis to consider other recommendations to the  
3 Board for these matters.

4 5. **TERMINATION OF PROBATION:** Unless otherwise ordered by the Board,  
5 upon the passage of twelve months and upon the monitor's recommendation, Respondent may  
6 petition the Board, in writing, and request termination from probation. If the Board determines  
7 that Respondent has not complied with the requirements of this Consent Agreement, the Board  
8 may either (a) continue the probation, or (b) institute proceedings for noncompliance with this  
9 Consent Agreement, which may result in the suspension, revocation, or other disciplinary or  
10 remedial action.

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

15 7. **CONSIDERATION IN FUTURE ACTIONS:** Respondent understands that this  
16 Consent Agreement, or any part thereof, may be considered in any future disciplinary action  
17 against him.

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

25 9. **TIME:** Time is of the essence with regard to this Consent Agreement.

26 10. **COSTS:** Respondent shall be responsible for all costs incurred as a result of his  
27 compliance with this Consent Agreement.  
28

1 11. **NON-COMPLIANCE:** If Respondent fails to comply with the terms of this  
2 Consent Agreement, the Board may properly institute proceedings for noncompliance, which may  
3 result in suspension, revocation, or other disciplinary or remedial actions. Violation of this  
4 Consent Agreement is a violation of A.R.S. § 32-2091(12)(aa) ("violating a formal board order,  
5 consent agreement, term of probation or stipulated agreement").

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

10 13. **TOLLING:** After Respondent resumes practicing as an LBA in 2024, if  
11 Respondent for any reason stops practicing behavior analysis in Arizona for more than 30  
12 consecutive days or leaves Arizona to reside or practice behavior analysis outside of Arizona, the  
13 periods of temporary or permanent residency or practice outside Arizona or the non-practice  
14 within Arizona do not reduce the duration of the terms under this Order. Respondent shall notify  
15 the Board in writing within five (5) business days of the dates of departure or the dates of non-  
16 practice in Arizona.

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

20 DATED this 13 day of November 2023.

21  
22  
23 ARIZONA BOARD OF  
24 PSYCHOLOGIST EXAMINERS

25  
26 By: 

27 Heidi Herbst Paakkonen  
28 Executive Director

1 **ORIGINAL** filed electronically  
2 this 13 day of November 2023 with:

3 Arizona State Board of Psychologist Examiners  
4 1740 W. Adams St., Suite 3403  
5 Phoenix, Arizona 85007

6 **COPY** mailed by regular USPS mail and electronic mail  
7 this 13 day of November 2023 to:

8 Dylan Huff, M.S., BCBA  
9 Respondent  
10 Address on Record / Email Address on Record

11 **COPY** of the foregoing mailed by regular USPS and electronic mail  
12 this 13 day of November 2023 to:

13 Brianna M. Quinn  
14 SANDERS & PARKS  
15 Attorneys at Law  
16 3030 North Third Street, Suite 1300  
17 Phoenix, AZ 85012-3099  
18 Brianna.Quinn@sandersparks.com  
19 Attorney for Respondent

20 **COPY** of the foregoing via email (jeanne.galvin@azag.gov)  
21 this 13 day of November 2023 to:

22 Jeanne M. Galvin  
23 Assistant Attorney General  
24 2005 North Central Ave. SGD/LES  
25 Phoenix, Arizona 85004  
26 Attorney for the State of Arizona

27 By: Jennifer Michaelson  
28 #11546303