

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

3 In the Matter of:)
4 **Dylan Huff, M.Ed., BCBA**) **CASE NOS. 23-02 & 20-51**
5 Holder of License No. BEH-000267) **CONSENT AGREEMENT AND**
6 for the Practice of Behavior Analysis) **ORDER FOR SURRENDER OF**
7 in the State of Arizona) **BEHAVIOR ANALYST LICENSE**
8 Respondent)

9 In the interest of a prompt and judicious settlement of the above-captioned matter before
10 the Arizona Board of Psychologist Examiners (“Board”) and consistent with public interest,
11 statutory requirements and responsibilities of the Board and pursuant to A.R.S. § 32-2091 et seq.,
12 and A.R.S. § 41-1092.07(F)(5), Dylan Huff (“Respondent”), holder of License No. BEH-000267
13 and the Board enter into this Consent Agreement for Voluntary Surrender of Behavior Analyst
14 License (“Consent Agreement”) as the final disposition of these matters.

15 **JURISDICTION**

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

20 2. Respondent is the holder of license number BEH-000267 for the practice of
21 behavior analysis in the State of Arizona.

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

24 **RECITALS**

25 Respondent understands and agrees that:

26 1. The Board and Respondent enter into this Consent Agreement to promptly and
27 judiciously resolve these matters, consistent with the public interest and the statutory
28

1 requirements of the Board.

2 2. Respondent has the right to consult with an attorney before entering into this
3 Consent Agreement.

4 3. Respondent has a right to a formal public hearing concerning this case where he
5 could present evidence and cross-examine witnesses. Respondent irrevocably waives any right
6 to such a hearing, rehearing or review or to any judicial review or other appeal of this matter
7 upon this Consent Agreement becoming effective.

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

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

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

25 7. Respondent acknowledges and agrees that the acceptance of this Consent
26 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
27 other proceedings as may be appropriate now or in the future.
28

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

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

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


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

27 12. If a court of competent jurisdiction rules that any part of this Consent
28

1 Agreement is void or otherwise unenforceable, the remainder of the Consent Agreement shall
2 remain in full force and effect.

3 13. Respondent agrees that the Board will adopt the following Findings of Fact,
4 Conclusions of Law and Order.
5

6 ACCEPTED AND AGREED BY RESPONDENT:
7

8
9 
10 _____
11 Dylan Huff, M.Ed., BCBA
12 Respondent

06/06/2024

Date

13 **FINDINGS OF FACT**

14 1. Respondent entered into a Consent Agreement and Order for Probation and
15 Practice Monitoring, effective November 13, 2023, for complaint nos. 20-51 & 23-02, which
16 included a term of probation, engagement with a practice monitor during the term of probation,
17 and a requirement to complete twenty-four (24) hours of continuing education within 90 days
18 of the effective date.

19 2. The Consent Agreement and Order permitted a tolling period for compliance with
20 the practice monitoring requirement until such time Respondent resumed practice as a behavior
21 analyst, as he was not practicing at the time he entered into the Consent Agreement. On January
22 13, 2024, Respondent emailed Board staff, indicating that he was not employed at that time as a
23 behavior analyst but would provide a status update in March 2024. No update was received in
24 March 2024 or in April 2024. Around this time, Board staff reviewed public information online
25 which indicated that Respondent is the owner of company called Finest Edge Financial LLC;
26 the business was formed in January 2024 according to the LLC filing documents. Board staff
27 contacted Respondent on May 8, 2024 requesting a status update regarding his employment.
28 Respondent reported that he has still not resumed work as a behavior analyst; no further

1 information was supplied in Respondent’s correspondence.

2 3. The due date to complete the continuing education was February 13, 2024.
3 Respondent failed to supply any evidence of having complied with the continuing education
4 requirement. Furthermore, Respondent failed to submit any proposed continuing education
5 courses for consideration with respect to meeting this requirement.

6 4. On May 31, 2024, the Board’s Committee on Behavior Analysts (“Committee”)
7 reviewed Respondent’s non-compliance. Respondent was present and answered questions from
8 the Committee. Respondent did not dispute that he failed to complete the required continuing
9 education. After deliberation, the Committee voted to offer Respondent a Consent Agreement
10 for the voluntary surrender of his license. If declined, a complaint would be opened for
11 Respondent’s non-compliance.

12 5. Respondent has elected to enter into this Consent Agreement for Voluntary
13 Surrender in lieu of further administrative proceedings regarding his non-compliance with the
14 terms of the Consent Agreement and Order for Probation and Practice Monitoring.

15 **CONCLUSIONS OF LAW**

16 1. The conduct and circumstances above constitute a violation of A.R.S. §32-2091(12)
17 (aa), which defines unprofessional conduct as violating a formal board order, consent agreement,
18 term of probation or stipulated agreement.

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. **SURRENDER OF LICENSE:** Upon the effective date of this Consent
23 Agreement, Respondent’s license number BEH-000267 for the practice of behavior analysis in
24 the State of Arizona shall be surrendered. **Once the surrender is effectuated, Respondent**
25 **shall not practice behavior analysis in the State of Arizona or hold himself out as a**
26 **licensed behavior analysis in the State of Arizona. Respondent shall take all necessary**
27 **action to delete any references in any business cards, stationary, or other publications to**
28

1 **him being a behavior analyst in the State of Arizona.** The effective date of this Consent
2 Agreement is the date the Consent Agreement is accepted by the Board as evidenced by the
3 signature of the Board’s Executive Director or her designee.

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

8 3. **CONSIDERATION IN FUTURE ACTIONS:** Respondent understands that
9 this Consent Agreement, or any part thereof, may be considered in any future disciplinary action
10 against him.

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

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

21 DATED this 8 day of July 2024.

22
23
24 ARIZONA BOARD OF
25 PSYCHOLOGIST EXAMINERS

26
27 By: Heidi Herbst Paakkonen
28 Heidi Herbst Paakkonen
Executive Director

1 **ORIGINAL** filed electronically
2 this 8 day of July 2024 with:

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

6 **COPY** of the foregoing sent electronically by email
7 this 8 day of July 2024 to:

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

11 **COPY** of the foregoing sent electronically by email (jeanne.galvin@azag.gov)
12 this 8 day of July 2024 to:

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

18 By: Jennifer Michaelson
19
20
21
22
23
24
25
26
27
28