



CONSENT & CLIENT RIGHTS FOR APPLIED BEHAVIOR ANALYSIS SERVICES

Translation services provided upon request.

This document describes the nature of the agreement for professional services, the agreed upon limits of those services, and rights and protections afforded under the Behavior Analyst Certification Board's Guidelines for Responsible Conduct of Behavior Analysts. I will receive a copy of this document to retain for my records.

Treatment team and goals. I agree to have my child participate in applied behavior analysis (ABA) assessment and/or treatment services provided by ABA & VERBAL BEHAVIOR GROUP. I understand that the specific activities, goals, and desired outcomes of these ABA services will be fully discussed with me, and that I will have the opportunity to ask for clarification prior to signing this document. I also understand that I have the right to ask follow-up questions throughout the course of service delivery to ensure my full participation. The insurance provider or funding source also has rights regarding the services that are being provided and all services and types of services may be subject to approval from the payor. I also understand that my child is the primary client of the behavior analyst and that services will be designed primarily for my child's benefit. Any other individuals or agencies (e.g., siblings, family, day-care providers) who may be affected by the ABA services are considered secondary clients.

Assessment. Part of the ABA services will focus on increasing my child's skills, and I understand that up to six sessions will consist of assessment activities designed to (a) evaluate his/her current skills (e.g., behavior and progress assessments) and (b) determine which instructional strategies and interventions are likely to prove most effective (e.g., preference assessments, assessment of prompting strategies). A part of the ABA services are designed to improve ongoing problem behaviors. I understand that the beginning of those services will include functional assessment and/or functional analysis activities (e.g., interviews, checklists, direct observations) that are designed to provide information critical to the development of effective treatment procedures. I may be asked to assist in gathering some of this information by recording problem behavior as it occurs. This process may take 1-2 weeks prior to implementing intervention.

Treatment. I understand the subsequent services will be focused on development of and implementation of instructional procedures and/or a behavior intervention plan. Prior to implementation, I will receive a printed copy of the results of any assessment and of any proposed instructional procedures or behavior intervention plans for my approval. The contents of those documents will be explained to me fully and any questions I have will be answered to my satisfaction. Subsequent implementation will involve training in the basics of ABA that are important for the intervention, details about the specific components of the ABA intervention, and direct practice in the components for the family, educators, and/or other service providers.

Evidence-based treatment. Behavior analysts are ethically obligated to provide treatments that have been scientifically supported as most effective for autism spectrum disorders. I am aware that other interventions that I am pursuing may affect my child's response to ABA treatment. Thus it is important to make the behavior analyst aware of those interventions and to partner with the behavior analyst to evaluate any associated therapeutic or detrimental effects of those interventions. I understand that if I begin any alternative interventions that affect motivation or health I will inform my ABA & Verbal Behavior Group Supervisor. I understand that the provider agency employs individuals at minimum B.A. level who are supervised by minimum M.A/BCBA level supervisors.

Conflicting Therapies/Noncompliance with Treatment Recommendations. I understand that ABA & Verbal Behavior Group cannot be responsible for failure of my child to make progress if treatment recommendations are not followed or if I enroll my child in a therapy that is in opposition to ABA.

ABA providers. I understand that it is the policy of ABA & Verbal Behavior Group that services will not be provided if another ABA provider is simultaneously providing services in the home (e.g. for siblings) except in very rare instances.

Reinforcers and motivation. I understand that ABA & Verbal Behavior Group employs the use of external reinforcers (e.g., tiny bits of snacks, iPad or iPhone songs or games, special toys and rewards) as a consequence to facilitate skill acquisition and appropriate behavior. I agree that these external reinforcers may be used with my child.

Participation. I understand full participation in these implementation and training activities is critical for a successful outcome. I understand that I am required to participate indirectly or directly in sessions, typically at an average of 20 minutes per session, with allowances made during initial sessions when rapport-building and assessment activities are taking place. Parent consultation is an important part of ABA, and I agree to schedule consultation as recommended by my supervisor, typically no less than 2 hours per month. Each week, either during sessions or during parent consultation, I agree to participate in activities relevant to at least 2 parent consultation goals. Selection of parent consultation goals will be based on my feedback and supervisor recommendation. Parent consultation session frequency, length, and goals will be based on my individual child's needs. In the event that participation does not occur, or treatment recommendations are not followed, it is likely that treatment goals will not be achieved. Ongoing collection of data will allow evaluation of the effectiveness of the intervention and will assist in developing any revisions that need to be made to ensure a good outcome.

Exit Criteria. When agreed-upon program goals are achieved and specified exit criteria are met, discontinuation of services will occur as we will have achieved our therapeutic objectives. In addition, at regular progress reviews we may also discuss whether there are any barriers to progress which may affect continuation of services.

Program Discharge

Clients are discharged from ABA & Verbal Behavior group including but not limited for any of the following reasons: Maximum therapeutic benefits have been reached, client is no longer responsive to ABA therapy, client no longer meets the diagnostic criteria for ASD, client's family and provider are unable to reconcile important issues in treatment planning and delivery and/or caregivers are not receptive to treatment recommendations, and/or parents/caregivers decline participation in ABA therapy and parent consultation goals. Exit criteria will be met prior to discharge, and the following is our typical discharge protocol.

First 6-month progress report	Supervisor will determine and discuss anticipated length of program with family.
12 Months prior to anticipated discharge*	Team meeting (Supervisor, Director, family) to discuss progress and priorities for anticipated discharge
6 Months prior to anticipated discharge	Team meeting with Supervisor and family (and Director if necessary) to review progress toward previously identified priorities. Discuss process to initiate referral to other professional or community resources if indicated. Follow-up throughout the service period to provide assistance as needed.
30-days prior to anticipated discharge**	Supervisor will conduct a 30-days-to-discharge review with family including exact discharge date and status of any alternative services. Opportunity for revised discharge date with plans for extension of services if necessary (e.g., alternative services are delayed) *
Approximately 7 days to discharge	Supervisor will conduct final review with family, including exit report, treatment recommendations, and any final preparations for discharge.

*If discharge is anticipated to be less than one year, discharge meetings and timelines will be adjusted accordingly.

**When termination of services is initiated by the company, under no conditions will discharge occur with less than 30 days' notice unless the client's needs require prompt termination.

Families will receive the following support for discharge:

- Recommendations regarding private or community resources which will support child in continued behavioral development (e.g., ABA programs which specialize in school-aged and adolescent programs, ABA social programs, community integration programs, school and support for IEP process).
- When additional services are recommended, ABA & VB Group will assist with accessing appropriate programs and facilitating transition (e.g., phone conferences, share treatment plans, program observation, availability for alternative providers to observe existing program).

- When necessary, coordination of timing with maintenance of existing ABA program to avoid a lapse in programming.
- When indicated, provide coordination of care with relevant parties (e.g., school, medical providers) and advise of ABA discharge.
- If child is completely transitioning out of ABA, ABA & VB Group will provide the family with the process to reinstate services or access behavior consultation should they need to access subsequent to discharge.
- Fully review and provide discharge recommendations, including family-based treatment plans for generalization and/or skill acquisition (such as self-care skills) and behavioral strategies for behavioral excesses, and address all questions and concerns the family may have.

Right of refusal. I reserve the right to withdraw at any time from these services and I understand that such a withdrawal will not affect my child's right to services. In the event of withdrawal, the insurance company or funding source will be available to discuss provision of services. In addition, I reserve the right to refuse, at any time, the treatment that is being offered.

Reasonable Access to Care and Treatment. ABA & VB Group will respond to your requests for services within the limits of ethical practice, the laws and our capabilities. Quality care will be rendered regardless of religion, sex, race, national origin, life-style, age, handicap or degree of disability, financial resources.

Problems or Complaints. ABA & Verbal Behavior Group takes all complaints and grievances seriously and further, is committed to full compliance with ethical business practices as well as conforming to BACB, BHCOE, SDRC, the California Department of Developmental Services, and all third-party payor ethics and standards.

I understand that I have a right and am encouraged to bring any relevant problems, concerns and complaints concerning the manner in which my child is being served to the attention my Clinical Supervisor, the Clinical Manager, or if my issue has not been resolved, to the ABA & VB Group Quality Assurance Officer (Assistant Director) or Director to reach a speedy resolution. I understand there is a formal grievance form which can be accessed upon request or on the parent portal section of the ABAVBGroup website.

If my issue or grievance is not resolved to my satisfaction with the company I understand I have the right to submit a complaint to any or all of the following authorities:

- I may contact the Behavioral Health Center of Excellence (BHCOE), with whom ABA & VB Group is accredited based on comprehensive reviews of clinical, ethical, and practice standards, at 310-627-2746.
- I may also contact the Behavior Analysis Certification Board (BACB). The BACB is the primary credentialing body for the practice of ABA, and administers the credentials for both supervisors and behavior interventionists. They may be contacted at <https://www.bacb.com/ethics-information/reporting-to-ethics-department/to> to make a report if a BCBA or RBT certificiant employed by the company engages in behavior which may be violating the BACB guidelines of ethical conduct.
- I understand I may also contact my insurance company to file a grievance or to report an ethical violation.
- If I am a San Diego Regional Center (SDRC) client, complaints can be made by calling my SDRC Service Coordinator, who can be reached directly, or by calling the main SDRC line at 858-576-2996. I can also call the SDRC Department of Community Affairs at 858-576-2966, or the Coordinator of Autism Services at 858-576-2996.

Regarding any grievance, problem, complaint, or reporting actions, ABA & VB Group has a strict policy prohibiting retaliation in any form against any complainant.

Mandatory Reporters & Abuse. All clinical staff are mandated by the state of California to report any observed or suspected abuse (i.e., neglect, illicit drug use, intentional harm to a child). ABA & VB Group also has a zero-tolerance policy for staff with regard to drug use or intentional harm to a child and any alleged staff violations will result in a thorough investigation by the company with immediate dismissal from the company if complaints are found to be valid.

Liability policies. I understand that at no time may I leave my child unattended with ABA and Verbal Behavior Group. In the case of an emergency, I have the right to cancel services in the event I have to leave my home during a session. I also understand that sessions are conducted in the family home unless otherwise agreed upon at clinic meetings and with the approval of the insurance provider or funding source. I understand BIs are not allowed to transport any family

members in their vehicle. I understand BIs are unable to accompany children in swimming pools or Jacuzzis. I understand BIs are unable to accompany my child outside of the family home unattended unless specifically agreed upon by the clinic or planning team. Under no conditions are employees authorized to administer medication to clients.

Scheduling. I understand that scheduling procedures involve providing ABA and Verbal Behavior Group with our availability and that services will be scheduled accordingly. Scheduling occurs according to the signed document of child availability. If there is a need for a schedule change on a particular day, I understand I should notify the office manager at 619-598-2924. Schedule changes of 30-minutes or more of duration for longer than 2 weeks (i.e., not a temporary change) require a **schedule change form** to be submitted to our office manager (scanned and emailed or texted). *Supervisors or BIs are not authorized to make schedule changes.* I understand that an effort will be made to provide consistent intervention when a schedule change is requested but that there may be a lapse in service if no one is available to provide services during that time slot. When schedule changes occur, behavior interventionists may change as well, although every effort will be made to provide consistency with therapists.

Cancellation Fee. I understand 24-hour notice is required for cancellation or a \$50 service fee will be charged. Cancellation is required in the case of any child or family member contagious condition. (Please see attached *Illness and Infection Control Guidelines* for both children and family members). I understand that behavior interventionists may cancel a session if they believe they are at risk for contacting an illness from my child or family member.

Payment for Services I understand that I will be responsible for the payment of fees for services provided by ABA & Verbal Behavior Group in the event of services not covered by insurance and including insurance co-pays and deductibles.

Make-up hours. I understand that make-up hours will be provided in the case of an interventionist or ABA and Verbal Behavior Group staff member cancelling a session. I understand that if I cancel a session that an effort will be made to make up the session but it is not guaranteed. If a BI is late to a session for any reason, we will add the number of minutes late to the end of the session unless it conflicts with your or your child's session.

BI Assignments: I understand that Behavior Interventionists are assigned based on clinical expertise relating to the needs of my child, taking into account scheduling considerations. I also understand that new BIs may be assigned to my case to enhance generalization, to keep intervention fresh for the client, and to avoid dependency on a particular therapist. Occasionally but not frequently, scheduling conflicts or other scheduling considerations may require us to remove an existing BI and replace them with a new BI. We do our best to minimize such changes. Any time there is a BI change, we make every attempt to give ample notice and provide overlap if possible and always training if necessary for any new BIs.

Dual Relationships & Conflict of Interest. I am aware that the relationship between provider and client is a professional one that precludes ongoing social relationships, giving of gifts, or participation in personal events such as parties, graduations, etc. In addition, I understand that inappropriate professional conduct should be reported immediately to ABA & VB Group Ethics & Quality Assurance Officer, Chelsie Parent at Chelsie@abavbgroup.com.

I may also contact the Behavioral Health Center of Excellence (BHCOE), with whom ABA & VB Group is accredited, at [310-627-2746](tel:310-627-2746). The Behavior Analysis Certification Board (BACB) may also be contacted at <https://www.bacb.com/ethics-information/reporting-to-ethics-department/> to make a report if a BCBA or RBT certificant employed by the company engages in behavior which violates the BACB guidelines of ethical conduct.

These policies have been fully explained to me, and I fully and freely give my consent and permission for my dependent.

Child's Name

Funding source

Parent or Guardian (legally authorized representative)

Date

Supervisor
ABA & Verbal Behavior Group

Date

ABA & Verbal Behavior Group Illness and Infection Control

Guidelines for Parents and Staff

Parents: Please notify Supervisor and Behavior Interventionist in the event of any contagious illness of a child or family member. If a child does not attend school due to illness, then ABA & VB Group cannot hold session that day.

Staff: Please do not attend sessions when a contagious disease is known or suspected. Report to office staff in the event of communicable disease. The Clinical Director or designated representative will contact the San Diego County Health Department to notify them of any reportable communicable illnesses.

The following may be used as a general guideline.

<i>Illness/Disease</i>	<i>Should sessions be cancelled?</i>
Body Rash with fever	Yes —seek medical attention. Any rash that spreads quickly, has open, weeping wounds and/or is not healing should be evaluated.
Chicken Pox	Yes —until blisters have dried and crusted (usually 6 days).
Conjunctivitis (Pink Eye)	Yes —until 24 hours after treatment. If your health care provider decides not to treat your child, a note is needed.
Coughing	If severe, uncontrolled or difficulty in breathing, yes —medical attention is necessary.
Diarrhea—contagious	Yes , if not contained within the child’s diaper or child is having twice the number of stools typical for that child. Yes , if the diarrhea is accompanied by illness such as fever or vomiting. No , if he or she is having occasional loose stools that are not explosive and/or watery.
Fever	Yes —fever over 101 degrees and when fever is accompanied by behavior changes or symptoms of illness, such as rash, sore throat, vomiting, etc.
Hepatitis A	Yes – until 1 week after onset of jaundice.
Herpes	Yes —if area is oozing and cannot be covered, e.g. mouth sores.
Impetigo	Yes – until 24 hours after treatment starts.
Measles, mumps and rubella	Yes – these are illnesses that are highly communicable and need to be diagnosed by a physician.
Mild cold symptoms	Maybe . A good rule of thumb is to keep a child away from others at the beginning of a cold—the most infectious time and when he or she feels the worst. Return to normal activities when he or she does not have a persistent cough and feels well.
Pertussis (whooping cough)	Yes – until 5 days of antibiotic therapy have been completed.

Vomiting	Yes , if 2 or more episodes in the previous 24 hours until 24 hours following the resolution of the vomiting. Observe for other signs of illness and for dehydration.
Ringworm	Yes – until after treatment has started. Keep area covered for first 48 hrs of treatment.
Roseola	Yes – seek medical advice.
Scabies	Yes – until the day after treatment begins.
Strep Throat	Yes – until 24 hours after treatment.
Upper respiratory complications	Yes —seek medical advice.
Vaccine preventable diseases	Yes – until judged not infectious by a health care provider (note required).
Yeast infections (candida diaper rash)	No – may continue session if able participate activities. Follow good hand washing and hygiene activities.