



**Initial Agreement**

Behavioral Consulting Services, Inc (BCS)

Client Name: \_\_\_\_\_ Client Age: \_\_\_\_

Parent/Caregiver \_\_\_\_\_

**Section 1 - Overview**

Behavior analysis is a science that considers much of the behavior we exhibit to be learned, whether we knew we were learning it or not. Behavior is influenced by what happens before it, around it, and after it. When important events that happen before, around, or after behavior change, the behavior changes. Our job as behavior analysts is to discover what those important events are, how to change them, and define how to effect those changes. We will ask you to change things and will need your participation. We will collect data, and will ask you to collect data. We will use this data to determine whether or to what extent the changes we are making are influencing the behavior.

We cannot guarantee any particular result, or that progress will be made by any particular date. Instead, we put forth our best efforts, and we trust that you will do the same.

**Section 2 - Service Providers**

Registered Behavior Technicians (RBT): The RBT works directly with the **Client<sup>1</sup>**. This includes implementing Applied Behavior Analysis (ABA) programs as written, taking data, and graphing the data. The RBT has been credentialed to implement the science of ABA. An RBT is supervised by a Board Certified Behavior Analyst (BCBA).

Board Certified Behavior Analyst (BCBA): The BCBA can also work directly with the Client. The BCBA is credentialed to analyze assessments, develop the ABA programs, and monitor progress. In Virginia, the BCBA is also required by The Virginia Board of Medicine to be licensed with the designation of Licensed Behavior Analyst (LBA).

RBTs and BCBAs are both bound by The Professional and Ethical Compliance Code for Behavior Analysts which can be found on the Behavior Analyst Certification Board’s website – [www.bacb.com](http://www.bacb.com). Credentialing requirements for both RBTs and BCBAs can be found there as well.

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**<sup>1</sup>Term ‘Client’ refers to the client named above, and at times the respective parent/caregiver**

### ***Section 3 - Services To Be Provided and Parent/Caregiver Participation***

BCS will analyze the Client's behavior, recommend a behavioral plan of action, and if mutually agreed to, implement the behavioral plan. For each phase - assessment, plan development, plan review and potential plan implementation - BCS will obtain written consent from the Client or Client's caregiver prior to implementation of each phase. As services are delivered and changes are recommended, BCS will obtain written consent prior to implementation.

**The parent or caregiver will be required to be present during each session, to include the assessment phase, plan review and plan implementation. The parent and/or caregiver<sup>2</sup> is expected to be an active participant in sessions and to develop proficiency in the strategies being implemented, to facilitate the best opportunity for the Client's success. Absence of parent/caregiver participation (to include but not limited to implementing behavior strategies, collecting data and controlling access to reinforcers) disrupts behavioral change progress and impedes the Client's success. This disruption may lead to termination of services, as outlined in Section 7. The parent and/or caregiver and BCS, and the Client and BCS will maintain professional relationships, as outlined in Section 5.**

Once a plan is developed, the Client is expected to be available for all sessions. If the Client or a member of the Client's family is ill, the session will need to be cancelled. If the Client's sessions are cancelled by the parent/caregiver for several consecutive sessions, BCS reserves the right to assign that session time to a different Client. If the RBT or BCBA needs to cancel a session, the RBT or BCBA may offer to make up the session at an alternate time, based on that RBT's/BCBA's schedule.

The parent/caregiver will participate in review meetings at least every two months which will provide supplemental instructional support and provide an opportunity to discuss the Client's progress. **If the nature of the services is a parent consult model, then parent/caregiver will participate in more frequent discussions to support ongoing program success.**

Intervention plans are designed to meet the needs of Client. However, BCS does not guarantee specific results nor guarantee success within a specified time frame.

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<sup>2</sup> *on rare occasions when a parent or caregiver is unavailable, a designated responsible adult is required to be available.*

#### **Section 4 - Payment for Services**

BCS will bill clients or their insurance companies at the rate established by the insurance company. **BCS will send an invoice for any remainder due, payable within two weeks of the invoice date.** Insurance companies will be billed for direct services to the Client, assessments conducted and subsequent reports, developing/modifying programs, and parent/caregiver meetings, in minimum increments of 30 minutes. Should consults with outside parties be requested by the Client, the rate of \$\_\_\_\_\_/hour will apply.

**BCS will submit an initial claim for each service rendered. If the claim is rejected for any reason besides administrative error, the Client will be required to pay BCS directly, and to pursue resolution of the rejected claim. The Client will be required to pay BCS directly until the claims issue is resolved. This will minimize interruption of services to the Client.**

**Fees being paid directly by the Client will be due within two weeks of the date of the invoice.**

Except in the case of sudden illness, BCS reserves the right to bill the Client **the full session fee** if the Client cancels a session with less than 24 hours' notice.

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#### **Section 5 - Nature of Relationship**

BCS and the Client will maintain a professional relationship. All interactions will maintain focus on the services to be delivered (individual therapy, consultative services, third party consult). If contact is necessary outside of the specified service delivery session, that contact will only be for purposes of discussing the service being provided. **BCS staff cannot accept any gifts nor provide services that are outside the realm of ABA therapy.** If a situation arises that compromises this relationship, BCS will assist the Client in finding a different ABA provider.

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### **Section 6: - Confidentiality**

The Client has a right to confidentiality and to privacy. Information obtained during sessions will be held confidential and reasonable precautions will be taken to prevent access to stored information. Only information pertinent to the determination of and implementation of services will be requested and recorded. Client information transferred via electronic means will be encrypted and will not be used on devices which have access to remote storage (such as Cloud storage). If the Client desires to have information transmitted via electronic means (such as an email attachment), the Client will be required to sign a notarized release form prior to such information being transmitted.

To best meet the needs of the Client, BCS may wish to consult with other service providers. The Client would be asked to sign a consent form prior to any interaction with other service providers.

BCS may disclose confidential information without the consent of the Client only as mandated by law or where permitted by law for a valid purpose, such as:

1. an emergency situation, where medical/behavioral information is necessary for treatment
2. to protect the Client or others from harm
3. to obtain payment for services, in which limited but necessary information is provided to achieve the purpose

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### **Section 6 - Complaints**

Should the Client be dissatisfied with the interventions, the RBT, BCBA, or BCS's practice, the Client has the right to request a meeting to discuss the situation. BCS will work to resolve the complaint to the satisfaction of all parties involved, and in a timely manner so as to minimize interruption of services to the Client. This may include:

- assigning an alternate RBT
- more frequent parent/caregiver meetings
- list of alternative therapy providers in the area (without specific recommendations)

If the above resolutions are not satisfactory and the Client is still dissatisfied with the professional relationship, the Client may contact the Behavior Analyst Certification Board at 850.222.6603, or through their website at [www.bacb.com](http://www.bacb.com).

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### **Section 7 - Disruption of Services**

If an RBT or BCBA becomes unavailable to consistently provide agreed upon services due to vacation, illness, conflict of interest, or termination from BCS:

BCS will designate an alternate RBT or BCBA to sustain consistent service delivery. No transfer of Client information will be shared until written consent is received from Client.

If services are adversely impacted by the environment and cannot be resolved - such as absence of parent/caregiver participation, frequent cancellations, disagreements between parent/caregiver and BCS related to services, or concern for BCS staff safety - BCS will initiate termination of services as outlined in paragraph 3 of Section 8.

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**Section 8 - Termination Criteria and Procedures**

BCS will create clear goals with defined objectives. Measurements to determine attainment of goals will be outlined. When goals are attained, BCS will discuss with the Client termination of the respective intervention. If appropriate, and written consent has been obtained from the Client, BCS will modify/reduce services for that intervention.

If there is indication that the Client is not benefiting from the service or is being harmed by continued service, BCS will discuss termination, and with written consent, will terminate services.

If other reasons exist which require termination, BCS will provide pre-termination services, suggest alternative providers as appropriate and take other reasonable steps to facilitate transfer of responsibility to another provider if it is in the best interest of the Client.

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By signing below, the Client acknowledges that this document has been discussed in detail with BCS, and all questions have been answered to the Client's satisfaction. The Client's initials verifies that each Section was discussed in its entirety.

_____ Printed name of Client (or parent/caregiver)	_____ Signature of Client (or parent/caregiver)	_____ Dated
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\_\_\_\_\_  
Client Address

_____ Printed name of BCS Consultant	_____ Signature of Consultant	_____ Dated
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and BACB number

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