



Christine Manning M.Ed., BCBA, LBA

Owner, director

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Hello! Thank you for selecting us at Manning Behavior Services (MBS) to provide Applied Behavior Analysis (ABA) services to your child.

Our mission is to improve behavioral outcomes by supporting clients to achieve their best life possible. Our therapeutic services utilize the evidence-based scientific behavioral principles to analyze behavior, create individualized treatment protocols, teach skills, reduce problem behavior, and teach advocacy skills pertinent to success at home, in the community, and in life. We pride ourselves in providing compassionate care and working with families to accommodate their busy schedules.

The new client paperwork that you will be completing will help familiarize you with policies and procedures regarding our ABA services. Additionally, the information you provide in this packet will help us in getting to know you and your child and assist us in the planning and designing a highly customized ABA program. Please take your time to review the information in this packet and answer each question as thoroughly as possible.

At MBS, we would like to take this opportunity to thank you for entrusting us in providing services to your family. ABA treatment is about fostering good relationships and working as a team to provide the best care possible. All efforts will be made to work with your family to be able to do this. Parents and caregivers are valued as part of the MBS team and we welcome your questions, suggestions, and feedback.

Thank you again and we look forward to this journey with you and your child!

Sincerely,

Christine Manning M.Ed./Spe, BCBA, LBA, Director

Applied Behavior Analysis (ABA) Definitions

Behavior Analyst Certification Board (BACB)

The Behavior Analyst Certification Board®, Inc. (BACB®) is a nonprofit 501(c)(3) corporation established in 1998 to meet professional credentialing needs identified by behavior analysts, governments, and consumers of behavior analysis services. The BACB's certification requirements, exam content, and procedures undergo regular review according to international standards for organizations that grant professional credentials. All BACB requirements and examination content are established by content experts in the discipline.

Applied Behavior Analysis (ABA)

ABA is the evidence-based scientific approach for discovering environmental variables that reliably influence socially significant behavior. It is the science of human behavior. Baer, Wolf, & Risley wrote: "Applied Behavior Analysis is the process of systematically applying interventions based upon the principles of learning theory to improve socially significant behaviors to a meaningful degree, and to demonstrate that the interventions employed are responsible for the improvement in behavior."

The most important component of ABA involves the notion of "socially significant behaviors to a meaningful degree." There are functional relationships between behavior, environmental contexts and intervention. ABA practitioners are skilled at changing behavior by manipulating antecedents and consequences, teaching new skills, and collecting and reviewing data to inform any adjustments or refinements to the plan by a BCBA. The main goal of ABA is to improve the quality of life of the people you work with. ABA can be implemented across many settings: substance abuse programs, in-home care, clinics and hospitals, group care facilities, schools, Organizational Behavior Management (OBM)- Places of work, social skills, psychological disorders, Autism, in zoos, animal training programs, ACT (Acceptance and Commitment Therapy), Self-management, and more.

Credentials

BCBA-D: Board Certified Behavior Analyst Doctoral Level

BCBA: Board Certified Behavior Analyst

BCaBA: Board Certified Assistant Behavior Analyst

BCBA Intern: Board Certified Behavior Analyst Intern

RBT: Registered Behavior Technician

Board Certified Behavior Analyst (BCBA/BCBA-D)

A BCBA is a practitioner who conducts behavioral assessments, functional analyses, and interprets results. From those results, they develop treatment plans, oversee client care, analyze data, update and revise plans, provide caregiver training, and supervise RBT's. A BCBA has a Master's degree, has completed supervised field work hours, and passed the BCBA exam. A BCBA-D is a Doctorate Level Board Certified Behavior Analyst.

Board Certified Assistant Behavior Analyst (BCaBA)

A practitioner who has completed a Bachelor's degree, completed supervision requirements, and passed the certification exam. They share many of the same responsibilities as a BCBA.

Registered Behavior Technician (RBT®)

A paraprofessional who practices under the close, ongoing supervision of a BCaBA, BCBA or BCBA-D. They provide the direct implementation of behavior analytic services. "The RBT is primarily responsible for the direct implementation of behavior-analytic services. The RBT does not design intervention or assessment plans. It is the responsibility of the RBT supervisor to determine which tasks an RBT may perform as a function of his or her training, experience, and competence. The BACB certificate supervising the RBT is responsible for the work performed by the RBT on the cases they are overseeing." -BACB 2018 An RBT must be at least 18 years or older, have a high-school diploma or equivalent, pass a criminal background check, complete the 40 hour RBT training, pass the competency exam, and the RBT exam. An RBT must be supervised by a responsible certificant.

Behavior-Analytic Services

Services that are explicitly based on principles and procedures of behavior analysts (i.e., the science of behavior) and are designed to change behavior in socially significant ways. These services include, but are not limited to treatment, assessment, training, consultation, managing and supervising others, teaching, and delivering continuing education.

Client

A recipient or beneficiary of the professional services provided by a behavior analyst. The term includes, but is not limited to: direct recipient of services; parent, relative, legal

representative or legal guardian of the recipient of services; employer, agency representative, institutional representative, or third-party contractor for services of the behavior analyst; and/or any other individual or entity that is a known beneficiary of services or would normally be construed as a “client” or “client-surrogate”.

Treatment Consent

MBS employees use a variety of behavior-analytic methods to teach skills, increase motivation, and prevent and respond to challenging behavior. Below is a list of treatment modalities which may be used during behavior-analytic service delivery as well as the insurance codes that will be billed.

CPT Code: 97151

1: Skills Assessment

Generally, skills assessments are completed every six months. A variety of skills assessments are used based on the child’s age. In some cases, caregivers may be asked to complete an online questionnaire as part of the assessment process. Data from assessments are used to develop treatment plans that are appropriate for the child and family.

Delivered by: BCBA® or BCaBA®

Location: In-person and/or online

Purpose: Measure baseline skills and progress

2: Treatment Plan Update

Most insurance companies require BCBA® or BCaBA® to complete treatment plans in conjunction with skills assessments every six months. Treatment plans include progress, skill goals, behavior goals, parent training goals, and treatment dosage recommendations.

Delivered by: BCBA® or BCaBA®

Location: Remote

Purpose: Report baseline skills and progress

3: Functional Behavior Assessment

There are three types of Functional Behavior Assessments:

- Indirect- Interview and or questionnaire between BCBA® or BCaBA®, caregiver, and RBT®
- Direct- Observation of challenging behavior during the times it's most likely to occur
- Functional Analysis- Assessment in which the child's service delivery location is modified to determine the circumstance under which challenging behavior is likely to occur.

Delivered by: BCBA® or BCaBA®

Location: In-person or via Telehealth

Purpose: Gather information regarding challenging behavior to create an effective intervention

CPT Code: 97153

1: Discrete Trial Teaching (DTT)

The RBT® works directly with the child to achieve the goals identified during the assessment and treatment plan process. Skills taught using DTT are generally foundational skills and taught using fast-paced instruction. Some examples might be labeling and identifying items, labeling and identifying colors, following simple or complex instructions, and answering commonly-asked questions.

Delivered by: RBT®

Location: In-person (standard) or via Telehealth

Purpose: Child skill-building

2: Naturalistic Environment Teaching (NET)

The RBT® works directly with the child to achieve the goals identified during the assessment and treatment plan process. Skills taught using NET are generally every-day skills which are taught in the moment they are needed. useful in the moment. Some examples might be asking for preferred items and activities, getting someone's attention appropriately, waiting for preferred items and activities, and getting along with siblings. This is the type of teaching most commonly used at MBS.

Delivered by: RBT®

Location: In-person (standard) or via Telehealth

Purpose: Child skill-building

CPT Code: 97154

One RBT® works directly with a small group of children to promote positive peer interactions. Examples include sharing, taking turns, following group instructions, and winning and losing games appropriately.

1: Social Skills

Delivered by: RBT®

Location: In-person

Purpose: Improve peer interactions

CPT Code: 97155

1. Protocol Modification

The BCBA® or BCaBA® removes mastered skills and replaces them with more complex skills as the child progresses.

Delivered by: BCBA® or BCaBA®

Location: In-person (standard) or remotely

Purpose: Ensure skills are updated based on the child's progress

2. Progress Reports

The BCBA® or BCaBA® completes a report which includes all current and mastered skills, start dates, end dates (when applicable), and a description of the skill. Reports are provided to the caregiver and funder (e.g., insurance, Medicaid).

Delivered by: BCBA® or BCaBA®

Location: In-person (standard) or remotely

Purpose: Provide a comprehensive report to caregivers and funders

3. RBT® Supervision

The BCBA® or BCaBA® supervises, trains, and provides immediate performance feedback to the RBT® working with the child.

Delivered by: BCBA® or BCaBA®

Location: In-person (standard) or remotely

Purpose: Ongoing RBT® training

CPT Code 97156

1. Caregiver Education

The caregiver and BCBA® or BCaBA® discuss the most relevant caregiver education topics that best support the child's learning of new skills. Then, the BCBA® or BCaBA® conducts education training with the caregiver. This is generally done in person.

Delivered by: BCBA® or BCaBA®

Location: In-person or via Telehealth

Purpose: Personalized caregiver empowerment

Please note the CPT codes listed are insurance billing codes and may vary by insurance. The amount of time spent with each treatment modality varies depending on the child's need and availability, as well as the amount of time approved by the funder (e.g., insurance, Medicaid).

I consent to the abovementioned treatment modalities for my child.

Parent/caregiver signature:

Date: _____

Parent/caregiver signature:

Date: _____

Caregiver Rights and Responsibilities

Caregiver participation in ABA services is vital to client progress and an important part of our in-home services. We take pride in the fact that the child and their families are involved in the treatment process. Clients have the right to effective treatment, meaningful collaboration, and appropriate assessment and meaningful outcomes. Our families have the right to be treated with dignity and be free from discrimination. The needs of the client are paramount; we support their legal rights and prerogatives.

Reasonable Access to Care

MBS strives to provide reasonable access to care within the limits of ethical practice, the laws, and our agency's capabilities and mission.

Guidelines for MBS caregivers are:

- Communicate any requested changes to the schedule or programming to the RBT and their supervisor
- Communicate with the supervisor regarding any concerns with the RBT or other professionals in the home
- Ask questions and make suggestions for treatment, parents and caregivers are an integral part of our team and we encourage you be an active participant
- Read session notes and progress reports on Rethink
- Sign Session Notes at the conclusion of each home session
- Participate in a progress meeting one time per month to review progress and to discuss any changes to the program.
- MBS employees are not permitted to change diapers but may help with toileting
- Caregivers are responsible for cleaning any body fluids (e.g., spit, urine, etc.)
- MBS employees are not permitted to attend social events unless for clinical purposes
- MBS employees are not permitted to administer medication
- Caregivers must supervise and monitor services by individual therapists. These therapists and consultants are employees of MBS and will be supervised accordingly.

Caregiver training is considered best practice by the Behavior Analyst Certification Board (BACB)® and required by many insurance policies. As such, caregiver training is required for all caregivers of clients served by MBS. It promotes increased rate of skill acquisition, generalization, and maintenance of previously learned skills. The supervisor

will design and provide the training based on caregiver feedback and relevance for each client.

MBS offers individual training for caregivers and will be provided at your convenience during individual sessions with your child. Common topics discussed during individual training sessions with caregivers include:

- Reduction of problem behavior
- Skill acquisition
- Social Emotional Learning to include coping skills, problem-solving, how to manage emotions
- Communication in home
- Social Skills across settings
- Appropriate behavior in public settings
- Prompting hierarchy
- Functions of behavior
- Antecedents and Consequences

Typically, caregivers are trained using an evidence-based instructional protocol known as Behavioral Skills Training (BST). BST consists of four steps:

1. Instruction: The caregivers will receive written and vocal instruction from the BCBA for each component of each relevant skill (e.g., materials, preparation, instructions, error correction, data collection, etc.)
2. Model: The BCBA or an RBT will demonstrate each component of each skill with the client to demonstrate how to proceed with the caregiver.
3. Practice: The caregiver will practice the skill with the client.
4. Feedback: The BCBA will provide feedback (both positive and corrective) to the caregiver regarding the caregiver's performance during practice.

The BCBA will continually follow up with the caregiver to assess the efficacy of the procedures. Each caregiver will be trained to 100% efficacy on each step of each protocol before it is recommended the caregiver uses the interventions without the BCBA present.

Program effectiveness will be assessed during the parent/caregiver meeting one time per month. Data graphs and session notes may be reviewed. The team will discuss and evaluate the effectiveness of services being provided and satisfaction with overall outcomes. Interventions, goals, and treatment plans may be adjusted as needed.

Attendance

Caregiver Cancellations

To cancel a session, caregivers must notify the scheduled RBT and the supervisor (e.g., via group text) as early as possible. The RBT is not required to make up a session which is cancelled by the caregiver but may offer times for an additional session.

If a session is cancelled less than 60 minutes prior to the scheduled start time, MBS will charge for one hour of service. Additionally, if a client is not present within 15 minutes of the scheduled start time the session will be considered cancelled. Insurance policies typically do not reimburse for cancelled sessions, so caregivers may be billed directly.

Perpetual cancellations can have a detrimental effect on the efficacy of treatment. Consistency is paramount to achieving treatment goals and developmental milestones. MBS will consider cancellation situations on an individual basis to determine if services should resume. MBS reserves the right to terminate services if persistent cancellations occur.

Illness Policy

Caregivers should cancel sessions if the client is sick. Likewise, RBTs will cancel sessions and adhere to the abovementioned cancellation policy in order to prevent the spread of illness. Sessions should be cancelled if an RBT or client exhibit any of the following symptoms:

- A fever over 100 degrees (must not have a fever for 24 hours to resume therapy)
- Vomiting
- Two or more episodes of diarrhea
- Green or yellow mucus
- Severe rash

To prevent the spread of communicable diseases, it is our policy that parents/guardians must notify MBS staff in advance if your child is sick within 24- hours of a treatment session, preferably the evening before the scheduled session if you know that your child will not be able to participate in the ABA program the next day.

Sickness includes, but not limited to the following: temperature above 100 degrees, mumps, Pinworm, Ringworm, communicable disease, Measles, lice, Chicken Pox, vomit, diarrhea, rash, Pink Eye, Strep Throat, and Staph Infection.

Parents/legal guardians are asked to use the same guidelines used in schools and day care centers. If a child is too sick to attend school or daycare then he/she is too sick to

participate in his/her ABA therapy session. ABA therapy will resume as soon as the child's doctor clears him/her of being contagious or the remedy is completed. In some cases, parents/guardians must provide documentation of a doctor's note in order for your child to return to ABA treatment. If a therapist arrives at the home and the child is sick, the therapist will not be able to work with your child and you will be charged for the session, which will not be reimbursable through insurance, for failure to report your child as sick and adhere to this policy.

Holidays

All MBS employees and clients have the right to observe all federal and/or religious holidays as they choose. If a session is cancelled due to a holiday, the party responsible for cancellation needs to notify appropriate team members.

Inclement Weather

MBS permits direct care staff and clients to cancel a session in the case of inclement weather. If severe weather prohibits safely driving to scheduled appointments due to snow, icy road conditions, heavy rain, etc., the person cancelling is responsible to contact the RBT, their supervisor, and the client caregiver.

Closure or Interruption of Services

In the event of MBS closure or a prolonged interruption of ABA services, the Director will refer clients to reliable, high quality ABA providers in the area and provide a smooth transition of care. The BCBA® from MBS will schedule a meeting with the client's new BCBA® and share all relevant information to promote continuity of services.

Disaster Plan

It is the policy of MBS to maintain essential business services and operations during any incident or emergency while providing for the protection of life, health, and safety for all clients and employees. Essential business services include continuation of care when possible and providing necessary administrative services for essential functions. When continuation of care is not possible clients, and their families will be made aware immediately. Services will resume when it is safe and ethical to do so.

Covid-19 Protocol

To prevent the spread of Covid-19 and other infectious illness, MBS staff will adhere to the following safety protocols:

1. Sanitize hands prior to entering the residence
2. Wear appropriate PPE at all times (mask, gloves, face shield)
3. Disinfect all materials before and after each session (IPads, laptops, writing utensils, clipboard, token economy boards, reinforcers, materials needed for session)
4. Disinfect surfaces before and after each session (door handles, light switches, table tops, chairs, etc.)
5. Wash your hands before and after each session
6. Wash hands before putting on gloves and after removal
7. Stay at least a 6-foot distance from client
8. Ensure client washes hands before, during, and after each session

For additional and updated information, please visit:

<https://www.who.int/teams/integrated-health-services/infection-prevention-control>
<https://www.cdc.gov/handwashing/when-how-handwashing.html>

List of approved and safe disinfectants:

<https://cfpub.epa.gov/giwiz/disinfectants/index.cfm>

Professional Relationships

MBS employees must adhere to the guidelines established by the BACB. Supervisors and RBT's are required to maintain professional boundaries with the clients and caregivers they serve. The following guidelines are to be observed:

- Refrain from developing personal relationships outside of therapy
- Refrain from engaging in social media contacts with clients and caregivers
- Refrain from working with the client or caregiver in another capacity (ex: babysitting, paraprofessional at the school, etc.)

Insurance Authorization and Copays

MBS works with caregivers to obtain authorization for services from the primary insurance company. An authorization for services must be in place prior to the actuation of services. Caregivers should become familiar with the insurance policy (e.g., copays, percentage covered, etc.). MBS will bill insurance companies on a regular basis. After MBS receives payment, an invoice will be sent to the caregiver with the remaining balance. It is crucial that all payments are paid in a timely manner.

Caregivers must notify MBS immediately if any changes are made to the insurance policy or if a new insurance company is used. Multiple behavior analysts, including behavior analysts you may not know, will appear on your bill due to our quality assurance processes and ongoing supervision.

Caregivers understand that they may incur substantial costs in providing and arranging for the services to be provided to their family, including supplies, services, personnel, and other items that are subject to this agreement.

Termination/Transition of Services

In ABA, there are specific ethical guidelines to fading and eventually terminating services. If the client has met treatment goals and no additional goals are warranted, if the client's assessment results demonstrate they are within one standard deviation from their same-aged peers in all domains, and if the client's caregivers have been trained to competency using Behavioral Skills Training (BST) on behavior reduction and skill acquisition plans, MBS has an ethical responsibility to fade and eventually terminate ABA services. Transfer and Discharge criteria are written into each treatment plan and are based on individual need. Plans should include resources available and are written in understandable language. Client preference and participation in the termination or transition of services plan is welcome and appreciated. The MBS team will work with clients, caregivers, and other relevant stakeholders to ensure smooth transition or termination of services. At the conclusion of services, a report will be provided to the client that includes a summary of services provided, progress notes that include goals and progress toward goals, the signature of staff preparing the document, and the date of discharge or transfer.

Unplanned discharge of services will occasionally occur when consumers stop services abruptly for whatever reason. If this occurs, the consumer will be given resources and support as needed, receive a final report that includes a summary of services provided and progress toward goals. It will include the date of final session, name and signature of the supervisor and date of the report.

Retention and Availability of Records

In the event of program closure or interruption of services for any reason, client records will be available upon written request to the Director, Christine Manning. Client records will be retained a minimum of seven years according to BACB and other licensing guidelines.

Client Rights

Manning Behavior Services is committed to protecting the rights of its clients. All clients served by us have the right to:

- Be treated with dignity and respect
- Be free from potential harm or acts of violence
- Be free from discrimination, including discriminating based on sex, gender identity, race, and religion
- Be free from abuse, neglect, mistreatment, exploitation and fraud
- Communicate and visit with family, attorney, clergy, physician, counselor or case manager, unless therapeutically contraindicated or court restricted
- Privacy of current or closed records
- Be informed of agency policies and procedures that affect client or guardian's ability to make informed decisions regarding client care, to include:
 - Program expectations, requirements, mandatory or voluntary aspects of the program
 - Consequences for non-compliance
 - Reasons for involuntary termination from the program and criteria for re-admission.
 - Program service fees and billing
 - Safety and characteristics of physical environment where services will be provided.

Client rights will not be restricted without due process. All clients will be informed of these rights upon intake and annually thereafter. This will also include the grievance procedure and who to contact if they believe their rights have been violated. No retaliation or harassment will occur from Manning Behavior Services, nor its employees, for a client reporting suspected violations.

Procedure Reporting of Abuse, Harassment, or Discrimination

MBS has established the following procedure for lodging a complaint of harassment, discrimination or retaliation. The company will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. Complaints should be submitted as soon as possible after an incident has occurred, preferably in writing. In the event an employee does not wish to provide information in writing, the director will dictate the verbal complaint.
2. Upon receiving a complaint or being advised by a supervisor or manager that violation of this policy occurred, the director will review the complaint with the company's legal counsel, if appropriate.
3. The director will initiate an investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.

4. If necessary, the complainant and the respondent will be separated during the course of the investigation, either through internal transfer or administrative leave.
5. During the investigation, the director will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
6. Upon conclusion of an investigation, the director will submit a written report with the findings. If it is determined that a violation of this policy has occurred, the director will employ appropriate disciplinary action.

Grievance Procedure

MBS has established a grievance policy to quickly address and rectify any grievances that may arise during the course of treatment. Every grievance is quickly and thoroughly reviewed by MBS. Please adhere to the following grievance policy.

1. Discuss the grievance with the involved individual.
2. Contact the direct supervisor regarding the individual involved.
3. Contact MBS Owner and Director: Christine Manning at christine@manningbehaviorservices.com

Text Messaging

MBS policy allows employees and caregivers to exchange text messages in order to quickly and effectively communicate schedules, cancellations, and other important information. Text messaging is not HIPAA compliant, therefore no personally identifying information may be shared. To accommodate for this, a child's name may be used by following the format of first name initial, followed by last name initial. For instance, Jane Doe would be JD.

Rethink

Rethink is the online client information, data collection and session management system. Parents/caregivers will be given access to their child's portal to view assessment data, progress notes, supervisor sessions, and sign for sessions completed by staff. Session notes must be signed by the caregiver at the conclusion of each

session. In-home staff will spend the first and last 15-minutes of each session reviewing and creating session notes.

- Next steps:
 - Assessments will be sent to caregiver
 - Treatment plan will be created
 - Waiting for insurance to approve request
- Sessions are considered cancelled if the child and a caregiver are not present with 15 minutes of the scheduled start time

Ethics

MBS employees are not permitted to give or receive any gifts (i.e., anything that has or had monetary value) including food or beverages

- MBS employees are not permitted to initiate interactions with clients or client family members in public during non-session times due to HIPAA regulations (but they are happy to talk to families if families initiate)
- MBS employees are not permitted to ask, discuss, or otherwise acknowledge MBS clients to anyone outside the client’s immediate family without written permission
- Please direct clinically relevant questions to your supervisor, not the RBT
- Caregivers are responsible for understanding their own copay and insurance coverage information

I have read and understand the Caregiver’s Responsibilities.

Parent/caregiver signature:

Date: _____

Parent/caregiver signature:

Date: _____

Release of Liability

I understand there may be inherent risks while receiving ABA treatment from MBS. I also understand this document includes, but is not limited by, specific agreements

during the course of treatment. On behalf of myself and/or any person receiving treatment from MBS for whom I am the legal guardian, I agree:

1. To adhere to all guidelines established by MBS while receiving services from them and to follow recommendations provided by their employees.
2. There are inherent risks associated with service delivery, and I assume full responsibility for personal injury to myself, family members, and/or others observing treatment. I release and discharge MBS for injury, loss, or damage while receiving services from them.
3. To indemnify MBS against all claims, causes of action, damages, judgments, expenses (including attorney fees and other litigation costs), resulting from use of their services.
4. To pay for all damages to MBS property used for treatment when the employee is not responsible for the damage.
5. I consent to ABA treatment through MBS in the home and community. This includes, but is not limited to, skill and functional assessment, discrete trial teaching procedures, naturalistic teaching procedures, and behavior reduction procedures.
6. I understand that there is a risk associated with any type of therapy or intervention, however, MBS does everything possible to minimize these risks. I agree that to the fullest extent permitted by law, MBS shall not be liable to the client for any special, indirect, or consequential damages whatsoever, whether caused by MBS negligence, breach of contract, or other cause or causes whatsoever including, but not limited to, loss of behavioral consulting services and the costs related to locating a new provider of such consulting services. This does not include willful or intentional wrongs. I also understand that therapy outcomes are dependent on several variables and success cannot be guaranteed.
7. I understand that failure to adhere to treatment recommendations by MBS staff may impact the success of my child's progress and that I am responsible for being a willing and active participant in this process. I understand that continual non-compliance with adhering to treatment recommendations may result in termination of services.
8. I understand that I have exclusive responsibility and authority to make all professional judgments and decisions with reference to the services rendered to my family.

9. I understand I am entering into this contract voluntarily. This contract will remain in effect from the effective date at the top of this document, until either party wishes to terminate this agreement by giving written notice.

I have read and understand the Release of Liability policy.

Parent/caregiver signature:

Date: _____

Parent/caregiver signature:

Date: _____

Authorized Caregivers

The following individuals are authorized to validate the sessions on Rethink for my child

_____.

Name: _____

Relationship to child: _____

Name: _____

Relationship to child: _____

Photograph Release Authorization Form

Please read each of the following and check the appropriate box next to each statement and sign and date each area on this consent form.

_____ I/We hereby **give permission and consent** to all staff of MBS to photograph my child and/or myself during the time my child is enrolled in services. I/We understand these photographs may be used in educational programming for my child, such as social stories and other ABA interventions.

_____ I/We hereby **do NOT give permission and consent** to all staff of MBS to photograph my child and/or myself during the time my child is enrolled in ABA services.

Client's Name: _____ Date of Birth: _____

Parent/caregiver signature:

Date: _____

Parent/caregiver signature:

Date: _____

_____ In addition to the above, I/we hereby **give permission and consent** to MBS to use photographs of my child and/or myself for promotional and or marketing materials without compensation. I/We understand that this material may be used on the website of MBS, in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs) or for other related promotional endeavors.

_____ In addition to the above, I/we hereby **do NOT give permission and consent** to MBS to use photographs of my child and/or myself for promotional and or marketing materials without compensation.

Client's Name: _____ Date of Birth: _____

Parent/caregiver signature:

Date: _____

Parent/caregiver signature:

Date: _____

_____ Finally, I/we hereby **give permission and consent** to MBS to use photographs of my child and/or myself in professional presentations for conferences, workshops, training, and other professional outlets.

_____ Finally, I/we hereby **do NOT give permission and consent** to MBS to use photographs of my child and/or myself in professional presentations for conferences, workshops, training, and other professional outlets.

Client's Name: _____ Date of Birth: _____

Parent/caregiver signature:

Date: _____

Parent/caregiver signature:

Date: _____

Videotape/Audiotape Release Authorization Form

Please read each of the following and check the appropriate box next to each statement and sign and date each area on this consent form.

_____ I/We hereby **give permission and consent** to all staff of MBS to videotape and/or audiotape my child and/or myself during the time my child is enrolled in services. I/We understand these videotapes and/or audiotapes may be used in educational and therapeutic programming for my child, such as video modeling and other educational interventions. Also, I/we understand that these videotapes and/or audiotapes will be used for the purpose of education and training of MBS staff and for parent training with our family.

_____ I/We hereby **do NOT give permission and consent** to all staff of MBS to videotape and/or audiotape my child and/or myself during the time my child is enrolled in services.

Client's Name: _____ Date of Birth: _____

Parent/caregiver signature:

Date: _____

Parent/caregiver signature:

Date: _____

_____ In addition to the above, I/we hereby **give permission and consent** to MBS to use videotapes and/or audiotapes of my child and/or myself for promotional and or marketing materials without compensation. I/We understand that this material may be used on the website of MBS, in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs) or for other related promotional endeavors.

_____ In addition to the above, I/we hereby **do NOT give permission and consent** to MBS to use videotapes and/or audiotapes of my child and/or myself for promotional and or marketing materials without compensation.

Client's Name: _____ Date of Birth: _____

Parent/caregiver signature:

Date: _____

Parent/caregiver signature:

Date: _____

_____ Finally, I/we hereby **give permission and consent** to MBS to use videotapes and/or audiotapes of my child and/or myself in professional presentations for conferences, workshops, training, and other professional outlets.

_____ Finally, I/we hereby **do NOT give permission** to MBS to use videotapes and/or audiotapes of my child and/or myself in professional presentations for conferences, workshops, training, and other professional outlets.

Client's Name: _____ Date of Birth: _____

Parent/caregiver signature:

Date: _____

Parent/caregiver signature:

Date: _____

UPDATED NOTICE OF PRIVACY PRACTICES

HIPAA Compliance Statement

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU OR YOUR CHILD MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY BEFORE SIGNING.

Understanding Your Health Information

When you begin working with MBS, a record of treatment is made. Typically, this record contains your history, assessment, medical information, diagnoses, treatment, a plan for future treatment, etc. This information often referred to as you/your child's clinical record, serves as:

1. Basis for planning your care and treatment.
2. Legal document describing the care you received.
3. Means by which you or a third party payer can verify that services billed were provided

4. A source of data for health officials charged with improving the health of the nation or needed services for the area.
5. A tool by which future or continual services can be approved.
6. Understanding what is in this record will help you to ensure its accuracy, better understand who, what, when and why others may access, and give you information and help to make more informed decisions when authorizing disclosure to others.

Your Health Information Rights

Although your health record is the physical property of MBS, the information belongs to you. You have the following rights:

A. Right to Request a Restriction

You have the right to request a restriction on our use and sharing of your protected health information. MBS can deny the request if it is unreasonable or would be detrimental to your treatment.

B. Right to a Paper Copy of this Notice

You have a right to obtain a paper copy of this notice.

C. Right to Amend Your Health Information

You have the right to request an amendment to the health information we maintain about you if you feel it is incorrect or incomplete for as long as the information is kept by MBS. To request an amendment, you must submit a request in writing and state the reason that supports your request. The disputed information will remain in the record along with the amended information. MBS may deny your request if the request is not submitted in writing, does not contain a reason to support the request, the information that is being questioned was not originated by MBS, it is not part of the information which you are permitted to inspect or copy, or it is currently accurate and complete.

Health Care Insurance Providers

If we do not file your insurance claims at this time, we will provide you with statements that you may submit to your insurance carrier or complete any forms as required by your insurance carrier in order to obtain reimbursement for out-of-network providers. In order to assist you with obtaining reimbursement for our services, your insurance carrier may require that we provide a clinical diagnosis, or additional clinical information such as

treatment plans or summaries, or copies of your child's entire clinical record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Although all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. We will provide you with a copy of any report or form that we submit upon your request. By signing this Notice, you agree that we can provide requested information to your carrier for authorization of services and if/when you choose to file a claim for any services that we have provided to you or your child.

Others We May Share Your Information With

As required by law we will disclose you/your child's protected health information, even if you do not sign an authorization form, under the following circumstances:

1. Disaster Relief-to an agency organizing disaster relief efforts.
2. Public Health Activities-such as: reporting to a public health or government authority for preventing or controlling disease, injury, or reporting child abuse or neglect.
3. Food and Drug Administration (FDA)-concerning adverse events or problems with products or medications for tracking purposes to enable product recalls or to comply with other FDA requirements.
4. To notify a person who may have been exposed to a communicable disease or may otherwise be at-risk of contracting or spreading a disease or condition
5. For certain purposes involving workplace illnesses or injuries.
6. Reporting victims of abuse, neglect or domestic violence-information will be disclosed as required by law.
7. Judicial and Administrative proceedings-information may be disclosed in response to a court or administrative order, subpoena, discovery requests, or other lawful process. Efforts will be made to notify you about the request or to obtain an order or agreement protecting the information.
8. Health oversight activities-information may be disclosed to a health oversight agency for activities authorized by law, such as audits, inspections, investigations, licensure actions or other legal proceedings.
9. Coroners, Medical Examiners, Funeral Directors, Organ Procurement Organizations.
10. To avert a serious threat to health or safety-any disclosure would be made only to someone able to prevent the threat of safety to you/your child, the public or another person.
11. Research-only under your specific disclosure.

12. Workers Compensation.
13. Law Enforcement-as required by law to comply with reporting requirements including, but not limited to: complying with court orders, warrants, subpoenas, summons, identifying or locating a fugitive, missing person or material witness, when information is requested about the victim of a crime if the individual agrees, to report information about a suspicious death, to provide information about criminal conduct occurring at the agency, or information about emergency circumstances about a crime.
14. National Security and Intelligence Activities, Protective Services for the President and others.

Records

We will review all testing results during our meetings with parents/guardians and offer you opportunities to review raw testing data with us. You will receive a written report that summarizes our findings. This report will include a summary and interpretation of all individual testing, as well as impressions from individual observations and consultations conducted as a part of a comprehensive, individual behavioral evaluation. Upon your request, we are happy to provide you with a written summary of our impressions from other meetings, consultations, or observations as well. We will forward copies of any reports or written summaries to others only with specific, written consent from you. Because of the proprietary nature of testing materials, we will release raw testing data only to other appropriately credentialed professionals (except as otherwise required by law).

Legal Proceedings

If you are involved in a court proceeding and a request is made for information concerning our professional services, we cannot provide any information without your written authorization or a court order. However, a court order may force us to reveal information. In that case, we will reveal only the minimally acceptable amount of information. If you are involved in or are contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information. Also, if a client files a complaint or lawsuit against anyone affiliated with MBS, we may disclose any and all relevant information regarding that client we deem necessary in order to defend ourselves.

Confidentiality, Records, and Release of Information

Behavioral services are best provided in an atmosphere of trust. Because trust is so important, all services are confidential except to the extent that you provide us with written authorization to release specified information to specific individuals, or under other

conditions and as mandated by MBS and Federal law and our professional codes of conduct/ethics. These exceptions are discussed below.

To Protect the Client or Others from Harm

If we have reason to suspect that a minor, elderly, or person with a disability is being abused, we are required to report this (and any additional information upon request) to the appropriate state agency. If we believe that a client is threatening serious harm to him/herself or others, we are required to take protective actions, which could include but not limited to, notifying the police or an intended victim, a minor's parents, or others who could provide protection, or seek appropriate hospitalization.

Professional Consultations

Board Certified Behavior Analysts and other professionals providing ABA services will routinely consult about cases with other professionals. Therefore, we make every effort to avoid revealing the identity of our clients and any consulting professionals are also required to refrain from disclosing any information we reveal to them. If you want us to talk with or release specific information to other professionals with whom you are working, you will first need to sign an Authorization that specifies what information can be released and with whom it can be shared.

Your Authorization is Required for Other Uses of Protected Health Information

MBS will only use and disclose protected health information (other than described in this Notice or required by law) only with your written authorization. You may revoke your authorization to use or disclose protected health information in writing, at any time. If you revoke your authorization, we will no longer use or disclose your protected health information for the purposes covered by the authorization except where we have already relied on the authorization.

Our Responsibility Regarding You/Your Child's Protected Health Information

MBS is required by law to:

1. Maintain the privacy of your health information.
2. Provide you with a notice as to our legal duties and privacy practices with respect to information we collect and maintain about you.
3. Abide by the terms of this notice.
4. Notify you if we are unable to agree to a requested restriction.

5. Inform you promptly if a breach occurs that may have compromised the privacy or security of your information.

We reserve the right to make changes to this Notice whenever there is a material change to the uses or disclosures, your individual rights, our legal duties, or other privacy practices stated in this Notice. Any changes made will affect the protected health information we maintain at that time. We will provide a revised copy of the notice to parents/legal guardians upon request on or after the effective date of revision.

WE WILL NOT USE OR DISCLOSE YOU/YOUR CHILD'S PROTECTED HEALTH INFORMATION WITHOUT YOUR AUTHORIZATION, EXCEPT AS DESCRIBED IN THIS NOTICE.

If you have any questions regarding this Notice or wish to receive additional information about our privacy practices, please contact our office. If you believe your privacy rights have been violated, you may file a complaint at our service location either in person or by mail.

CONSENT

All information is private and not shared with any outside parties. Agreement of Informed Consent and the HIPAA Privacy Policy described above and the information below must be completed before any services can be provided.

Your signature(s) below indicates that you have read the information in this document and agree to be bound by its terms, and that you have received the above-mentioned HIPAA notice form described above. Consent by all parents/legal guardians (those with legal custody) is required.

Client's Name: _____ Date of Birth: _____

Parent/caregiver signature:

Date: _____

Parent/caregiver signature:

Date: _____

Emergency Contacts

The following are authorized emergency contacts for _____.

#1- Name: _____

Phone: _____

Address: _____

Relationship: _____

#2- Name: _____

Phone: _____

Address: _____

Relationship: _____

Release of Information

Collaboration with outside agencies may be necessary and important in working with your child. Agencies with whom we collaborate include but are not limited to: Speech Pathologists, Occupational Therapists, Physical Therapists, Physicians, Counselors, and schools.

I am the legal guardian for _____ and authorize MBS employees to contact the agency or agencies listed below in order to get information from or provide information to said agency.

Agency:	Purpose (check all that apply)
Phone:	Assessments (preference, skill, functional)
Street:	Treatment plans Progress reports

Suite #:	Medical reports
City, State, ZIP:	Diagnostic information
FAX:	Discharge information

Agency:	Purpose (check all that apply)
Phone:	Assessments (preference, skill, functional)
Street:	Treatment plans
Suite #:	Progress reports
City, State, ZIP:	Medical reports
FAX:	Diagnostic information
	Discharge information

Agency:	Purpose (check all that apply)
Phone:	Assessments (preference, skill, functional) Treatment plans Progress reports Medical reports Diagnostic information Discharge information
Street:	
Suite #:	
City, State, ZIP:	
FAX:	

Agency:	Purpose (check all that apply)
Phone:	Assessments (preference, skill, functional) Treatment plans Progress reports
Street:	

Suite #:	Medical reports
City, State, ZIP:	Diagnostic information
FAX:	Discharge information

Authorization for Emergency Medical Aid

In addition to receiving extensive behavior analytic training, MBS employees are trained in CPR and First-Aid. In the case of an emergency MBS employees adhere to the following contact hierarchy:

1. Appropriate Emergency personnel (numbers listed below)
2. Client’s primary caregiver
3. Behavior staff supervisor
4. MBS Owner/Director

In the case of an emergency (e.g., acute serious illness, injury) for which medical attention is necessary, I authorize trained MBS employees to provide emergency medical care (i.e. First Aid and/or CPR). I also authorize the MBS employee to contact emergency services. Standard medical expenses will apply.

Parent/caregiver signature:

Date: _____

Parent/caregiver signature:

Date: _____

Emergency Contact Information:

Emergency response from police, fire, or medical crisis: 911

Poison Control: (800) 222-1222

Animal Control: (801) 851-4080

Fire Marshal: (801) 851-8341

Suicide hotline: 988

MBS Program Director: (801) 548-3091

MBS Fee Agreement and Payment Policy

Our agency strives to offer the highest quality of ABA services to you and your family. Considerable care has been taken to ensure our fees and our rates accurately reflect the complexity of our services, the skills, and expertise of staff required for your child's care. Our fees are comparable to those of other highly qualified specialists.

PRE-AUTHORIZATION: If pre-authorization for applied behavior analysis is required through your insurance company for either in-network or out-of-network services, please let us know and we will work with your insurance company to get pre-authorization.

IN-NETWORK: MBS is in-network with several insurance companies. We will assist in filing all of your claims for applied behavior analysis services. Parents/guardians agree to pay MBS for all co-pays and deductibles when services are rendered.

If insurance will not cover ABA costs or the caregiver does not have insurance, payments for services rendered are billed per hour based on the MBS Fee Schedule.

CANCELLATION POLICY

At MBS, we understand that emergencies and illnesses arise which may cause a session to be cancelled. However, you must notify us at least 24 hours in advance of any cancellation. If notification is not made at least 24 hours in advance and there is not an emergency situation, you will be billed a cancellation fee equal to the amount of your financial responsibility for the regular scheduled session, which will not be reimbursable through insurance. In addition, if a client arrives late to a scheduled appointment, the client will be billed the rate of the full appointment and the wait time will not be charged to insurance and you are responsible for the payment of the time staff were waiting to render

services. Repeated failures to attend scheduled sessions or arrive at scheduled sessions may result in termination of services.

If you have any questions regarding our Fee Agreement and Payment Policy, please do not hesitate to discuss it with us by contacting Christine Manning at (801) 548-3091.

_____ I/We have carefully read and agree to this Fee Agreement and Payment Policy. I/We agree to abide by these terms outlined in this document.

Parent/caregiver signature:

Date: _____

Parent/caregiver signature:

Date: _____

UTAH ABUSE AND NEGLECT REPORTING LAW

U.C.A. Section 62A-4a-403, 62A-3-302

Everyone in Utah is required by law to report abuse, neglect, and exploitation.

If you have reason to believe someone is being abused, neglected, or exploited, contact the nearest peace officer, law enforcement agency, or protective services agency immediately.

Anyone who makes such a report in good faith is immune from civil liability in connection with the report.

When the initial report is made, the receiving officer or agency must immediately notify the nearest protective services agency, which will initiate protective service procedures.

If it appears that the abuse, neglect, or exploitation has caused serious injury or a serious imposition on the rights of the person, the protective agency will immediately notify local law enforcement to initiate an investigation and further protective service procedures.

Willfully failing to report a suspected case of abuse, neglect, or exploitation is a class B misdemeanor.

Any person who abuses, neglects, or exploits is guilty of a third degree felony.

If you suspect abuse, neglect, or exploitation:

911, in an emergency

Child Abuse/Neglect Hotline: 1-855-323-3237

Adult Protective Services Hotline: 1-800-371-7897



NOTICE

AMERICANS WITH DISABILITIES ACT

PROGRAMS AND SERVICES:

The State of Utah complies with the Americans with Disabilities Act (ADA) by providing qualified individuals with disabilities the services, programs, and activities the state offers.

EMPLOYMENT:

The State of Utah complies with the ADA by providing employment opportunities to qualified individuals with disabilities.

PROHIBITIONS:

The ADA makes it unlawful for an employer to exclude or discriminate against someone because of their disability.

CONTACT FOR ASSISTANCE:

Any qualified person who feels that they have been discriminated against because of a disability may contact the ADA coordinator or human resource office listed below.

AGENCY/PROGRAM

ADA COORDINATOR:

PHONE #:

ADDRESS:

HUMAN RESOURCES REPRESENTATIVE:

PHONE #:

ADDRESS:

INDIVIDUALS WITH HEARING IMPAIRMENTS CONTACT:

TDD PHONE #:

EMAIL ADDRESS:

YOU HAVE RIGHTS

utah department of
human services
LICENSING

CLIENTS HAVE THE RIGHT TO:

Be treated with **DIGNITY**

BE FREE from potential harm or acts of violence

BE FREE from discrimination

BE FREE from abuse, neglect, mistreatment, exploitation and fraud

COMMUNICATE AND VISIT with family, attorney, clergy, physician, counselor, or case manager, unless therapeutically contraindicated or court restricted

PRIVACY of current and closed records

BE INFORMED of agency policies and procedures that affect client or guardian's ability to make informed decisions regarding client care, to include:

- program expectations, requirements, mandatory or voluntary aspects of the program
- consequences for non-compliance
- reasons for involuntary termination from the program and criteria for re-admission
- program service fees and billing
- safety and characteristics of the physical environment where services will be provided

If you feel your rights have been violated,

- Call: 801-538-4242
- Email: Licensingconcerns@utah.gov
- Mail: 195 N. 1950 W, Salt Lake City, UT 84116
(please include program name in the letter)

PROVIDER CODE OF CONDUCT

ANY CONTRACTED, LICENSED, OR CERTIFIED AGENCY, INDIVIDUAL, OR EMPLOYEE IS RESPONSIBLE FOR DOCUMENTING AND REPORTING ABUSE, SEXUAL ABUSE AND SEXUAL EXPLOITATION, NEGLECT, MALTREATMENT, AND EXPLOITATION.

**IF YOU WITNESS PROVIDER CODE OF CONDUCT VIOLATIONS, CALL:
THE UTAH DEPARTMENT OF HUMAN SERVICES**



801-520-2777

If you witness questionable financial activity or other unethical behavior, contact the most appropriate office listed below to submit your concerns or complaints or seek assistance in resolving a problem.

For concerns related to abuse, neglect or exploitation of vulnerable adults:

Adult Protective Services Hotline: 1-800-371-7897

For issues related to facilities and operations or background screening:

DHS Office of Licensing: 801-538-4242

For concerns regarding treatment of children:

Child Abuse/Neglect Hotline: 1-855-323-3237

Office of Child Protection Ombudsman: 801-538-4589

For concerns related to Department of Human Services contracts (i.e., financial or payment issues, or to report suspected misuse of public funds):

Bureau of Internal Review and Audit: 801-538-8261