

Carolina Center for ABA and Autism Treatment
Creative Consultants Group, Inc.

111 Mackenan Dr. Cary NC 27511

**Client Intake and Consent Forms
New Client Packet**

(Individual Family Contract to be completed after initial consultation)

Client Full Name

Date of Birth Gender:

Phone

Address

Diagnosis (if any)

Referred By

Parent/Guardian/Primary Contact

Name

Phone

Cell Phone

Email

IN CASE OF EMERGENCY

Primary Care Physician Phone

Preferred Hospital

Known Allergies

For TRICARE INSURANCE HOLDERS

Sponsor's Name

Relationship to Client

Date of Birth SSN#

Address (if different)

For all other Insurance Carriers: PRIMARY INSURANCE CARRIER

Insurance Name

Address

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Phone

Patient ID Number Group Number

SECONDARY INSURANCE CARRIER

Insurance Name

Address

Phone

Patient ID Number Group Number

AUTHORIZATION TO RELEASE INFORMATION/PAYMENT OF INSURANCE

BENEFITS: I hereby authorize Creative Consultants, Inc. to furnish my insurance carrier any information acquired in the course of my evaluation or treatment necessary to complete my insurance forms. Also, I hereby assign to Creative Consultants, Inc. all payments for services rendered. In the event that my insurance company does not pay for services rendered, I understand that I am fully responsible for all payments due.

By entering your name you are signing that the above information is correct:

Full Name: Initials:

SICK CANCELLATION POLICY

Due to the medical needs of our clients, we require that parents/caregivers cancel therapy sessions for the following reasons:

- Fever at or above 100F°
- Vomiting
- Sinus infections/colds with yellow, green mucous
- Conjunctivitis (pink eye)
- Lice
- Strep Throat
- Chicken Pox, Measles, Mumps, RSV, Rubella, Mononucleosis
- Flu-like symptoms
- Viral infections, rashes, or any other contagious illness

Your child may begin receiving services after an illness within the below listed time periods:

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- 24 hours – Must be symptom-free and receiving the necessary medications for: vomiting, fever, sinus infections, and colds.
- 48 hours – After receiving medical treatment with antibiotics for: Strep throat and conjunctivitis.
- 72 hours – After receiving medication treatment and having no live lice; also, following maintenance treatments as indicated on product label.
- Physician's Release – Must obtain after chicken pox, measles, mumps, RSV, rubella, and mononucleosis. (If for any reason your child is admitted to the hospital, you must provide a release from the Physician stating that it is okay to resume therapy, and/or resume limited therapy; before services can be continued).

Agreement for Service

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of Program Consultation, and the Service Provider hereby agrees to provide such Services to the Customer. Services are limited to the scope of knowledge possessed by a BCBA/BCABA and anything outside that scope of knowledge will be referred to the appropriate individual.

Term of Agreement

1. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

3. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

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Compensation

4. For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation based upon the agreed upon hourly wage. If the Customer's services are covered through the Tricare/Echo program, the Customer gives the Service Provider permission to invoice Tricare/Echo directly for services rendered.
5. This compensation will be payable upon completion of the agreed to services.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. The Service Provider understands that the Service Provider's compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed by the Service Provider and for the performance of all the Service Provider's promises and obligations under this Agreement.

Provision of Extras

8. The Customer will not provide any assistance or extras for the use of the Service Provider in providing the Services.

Reimbursement of Expenses

9. The Service Provider will not be reimbursed for expenses incurred by the Service Provider in connection with providing the Services of this Agreement.

Confidentiality

10. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement. SEE PRIVACY POLICY.

Ownership of Materials

11. All materials developed, produced, or in the process of being so under this agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this agreement.

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Return of Property

12. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

13. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

14. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

15. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Costs and Legal Expenses

16. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

17. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

18. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

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Limitation of Liability

19. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

20. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Enurement

21. This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

22. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

Titles/Headings

23. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Gender

24. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

25. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of North Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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Severability

26. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

27. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

By checking the CONFIRM box below and entering your initials you are signing that you agree to the terms and conditions as stated in the above contract:

CONFIRM Authorization: Yes No Initials:

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

**THIS NOTICE DESCRIBES HOW CONFIDENTIAL INFORMATION ABOUT YOU
MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS
INFORMATION, PLEASE REVIEW IT CAREFULLY.**

As a client or applicant for services of Creative Consultants, Inc. we may use or disclose personal related information about you in the following ways: Your protected health information, including your clinical records, may be disclosed to another health care provider or hospital if it is necessary to refer you for further diagnosis, assessment or treatment and written consent is given by you directly.

- Your health care records as well as your billing records may be disclosed to another party, such as an insurance carrier, an HMO, a PPO, or your employer, if they are or may be responsible for the payment of services provided to you.
- Your name, address, phone number, and your health care records may be used to contact you regarding treatment, appointments, or any other program related information that may be of interest to you.
- If you are not home to receive a phone call, a message may be left on your answering machine or with a person in your household.
- You have a right to confidential communications and to request restrictions relative to such contacts. You also have the right to be contacted by alternative means or at alternative locations.

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- You have a right to request restrictions on our use of your protected health information for treatment, payment and operations purpose. Such requests are not automatic and require the agreement of this office.
- We are permitted and may be required to use or disclose your personal information without your authorization in these following circumstances:
 - If we are ordered by our courts or another appropriate agency.
- You have a right to receive an accounting of any such disclosures made by this office. Any use or disclosure of your protected personal information, other than as outlined above, will only be made upon your written authorization. If you provide an authorized for release of information you have the right to revoke that authorization at a later date.
- Information that we use or disclose based on this privacy notice may be subject to re-disclosure by the person to whom we provide the information and may no longer be protected by the federal privacy rules.
- We normally provide information about your care to you in person at the time you receive services from us. We may also mail information to you regarding your services or about the status of your account. If you would like to receive this information at an address other than your home or if you would like the information in a specific form please advise us in writing as to your preferences.
- You have the right to inspect and/or copy your client information for as long as the information remains in our files. In addition you have the right to request an amendment to your health information. Request to inspect, copy or amend your client related information should be provided to us in writing.
- We are required by state and federal law to maintain the privacy of your client file and the protected confidential information therein. We are also required to provide you with this notice of our privacy practices with respect to your personal information. We are further required by law to abide by the terms of this of this notice while it is in effect.
- We reserve the right to alter or amend the terms of this privacy notice. If changes are made to our privacy notice we will notify you in writing as soon as possible following the changes. Any change in our privacy notice will apply for all of your health information in our files. If you have a complaint regarding our privacy notice, our privacy practices or any aspect of our privacy activities you should direct your complaint to: Denise Freeman DeCandia at 919.371.2848.
- If you would like further information about our privacy policies and practices please contact: Creative Consultants Privacy Officer at 919.371.2848. You also have the right to lodge a complaint with the Secretary of the Department of Health and Human Services. If you choose to lodge a complaint with this office or with the Secretary your care will continue and you will not be disadvantaged by this office or our staff in any manner whatsoever.

This notice is effective as of Jan 1,2010. This notice, and any alterations or amendments made hereto will expire seven years after the date upon which the record was created.

Click below to CONFIRM Authorization and sign below by typing entering your Initials: My Initials acknowledges that I have received a copy of this notice.

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CONFIRM Authorization: Yes No Initials:

Authorization to Release Information and Submission of Claims

I hereby authorize Creative Consultants Inc. to submit claims for services covered under my insurance plan, on my behalf. By checking and initializing the box below, I give Creative Consultants the authorization to bill said insurance directly and disclose any documents necessary to the insurance company for continued services.

CONFIRM Authorization: Yes No Initials:

Photo/Videotape Release and Consent Form

I certify that by checking the CONFIRM box below and entering my initials below on this release and consent form gives permission to Creative Consultants, Inc., the full right to use my child's photograph(s) and/or videotaped image(s) and sound byte(s) in its staff training, educational seminars, and promotional efforts. I willingly agreed to have my child's photograph(s), videotaped image(s), sound byte(s) taken knowing that it could be used in various publications and/or broadcasts in the State of North Carolina and/or throughout the United States.

CONFIRM Authorization: Yes No Initials:

Policy on Leaving a Child Alone During and After Completion of Session

Creative Consultants INC. requires that a caregiver over the age of 18 be present at all times while a Tutor or a Consultant is engaged in session. If for some reason you or another adult caregiver is not available during the session you may submit a formal request asking that you be granted permission to leave your child alone with the Tutor or Consultant during session. Creative Consultants will review each request and make a formal decision based on the family's specific needs.

If you are approved to leave your child alone with the Tutor or the Consultant there must be an adult over the age of 18 present no less than 5-minutes prior to the end of the session. Failure to comply with this regulation may result in approval being terminated and reinstating of the requirement that an adult be present at all times.

CONFIRM Authorization: Yes No Initials:

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Financial Policy

SICK/CANCELLATION POLICY- We ask that parents give 24 hours' notice for cancellations, in the form of a phone call/ voice mail to the Tutor or Consultant providing services. Cancellations (or "no shows") without 24 hour notice are subject to a cancellation fee of \$50.

Insurance Claims- Insurance is a contract between you and your insurance company. We will bill your primary insurance company as a courtesy to you. In order to properly bill your insurance company we require that you disclose all insurance information including primary and secondary insurance, as well as, any change of insurance information. Failure to provide complete insurance information may result in patient responsibility for the entire bill. It is the insurance company that makes the final determination of your eligibility and benefits. If your insurance company is not contracted with us, you agree to pay any portion of the charges not covered by insurance, including but not limited to those charges above the usual and customary allowance. If we are out of network for your insurance company and your insurance pays you directly, you are responsible for payment and agree to forward the payment to us immediately.

*If an insurance company remits payment for services directly to you please submit check immediately to Creative Consultants.

Self Pay- Payment is due upon receipt of invoice. Our office will be happy to work with you in order to pay any balance due to our practice. Please contact our billing department for qualifying options.

Outstanding Balance Policy- If no resolution can be made, the account will be sent to the collection agency, or attorney, and possible discharge from the practice. In the event an account is turned over for collections, the person financially responsible for the account will be responsible for all collections costs including attorney fees and court costs.

*We reserve the right to alter or amend the terms of this privacy notice. If changes are made to our privacy notice we will notify you in writing as soon as possible following the changes. (Any change in our privacy notice will apply for all of your health information in our files.) If you have a complaint regarding our privacy notice, our privacy practices or any aspect of our privacy activities you should direct your complaint to: Denise Freeman DeCandia at 919.371.2848.

CONFIRM Authorization: Yes No Initials:

Patient Bill of Rights

As a patient, family member, or responsible guardian, you have the right to:
Care regardless of race, color, creed, sex, religion, or national origin.
Be free of verbal, physical, and psychological abuse.
Exercise any of these rights as a patient of this agency.
Receive the highest quality of care.

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Be treated with respect and dignity to yourself and your property.
Communication in a language or form you can understand.
Be referred to an alternative service if the agency is unable to provide necessary care or for any reason denies service to you.
Voice grievances regarding treatment/care without discrimination or reprisal for voicing those grievances.
Request information in advance of any changes in the plan of care.
Participate in planning your care and treatment or any changes in your care.
Be informed in advance of any changes in the plan of care before being made.
Receive appropriate instruction and education regarding your care plan.
Be informed in the discipline of Applied Behavior Analysis and the frequency of proposed visits.
Confidentiality of your clinical records and be informed of the agency's policy regarding the disclosure of your clinical records for any purpose.
Review your clinical record.
Be advised in advance the extent to which payment for services may be expected from you.
Have access to all bills for service.
Be informed of the State Home Health Hotline number which is established to receive complaints or answer questions regarding home health care. North Carolina Home Health Care and Health Care Complaint Line 1-800- 624-3004.

I have read and understand the Grievance Procedure.

CONFIRM Authorization: Yes No Initials:

Grievance Procedure

Discuss verbally or in writing, the grievance with the clinical supervisor within seven (7) days of the alleged grievance. The clinical supervisor will investigate within seven (7) days after the receipt of such grievance and make every effort to resolve the grievance to the patient's satisfaction.

If the grievance cannot be resolved to the client's satisfaction, the client or his designee is to notify the director in writing. The grievance must state the problem or action alleged and the date the supervisor was notified.

The director will investigate the grievance in an attempt to resolve the difference and notify the client in writing of the resolution of the grievance.

The clinical supervisor and the director can be reached at 919-371-2848 and 111 Mackenan Dr. Cary, NC 27511.

If the client feels his/her grievance has not been resolved after working with Carolina Center for ABA and Autism Treatment, he/she is encouraged to notify the North Carolina Psychology Board at (828) 262-2258 or on the web at

<http://www.ncpsychologyboard.org/filingacomplaint.htm> and/or the BACB at www.BACB.com.

I have read and understand the Grievance Procedure.

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CONFIRM:



Yes



No

Initials:

CONSENT FOR APPLIED BEHAVIOR ANALYSIS SERVICES

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. All fees for services and payment arrangements will be reviewed separately.

I agree to have my child/dependent participate in applied behavior analysis (ABA) assessment and/or treatment services provided by Creative Consultants Group, Inc. DBA Carolina Center for Applied Behavior Analysis and Autism Treatment. 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 in services. I understand that my child/dependent is the primary client of the behavior analyst and that services will be designed primarily for his/her benefit. Any other individuals or agencies (e.g., family, school professionals) that may be affected by the ABA services are considered secondary clients.

If the ABA services focus on increasing my child's skills, I understand that the first several sessions will consist of assessment activities designed to (a) evaluate his/her current skills (e.g., curricular assessments) and (b) determine which instructional strategies and interventions are likely to prove most effective (e.g., preference assessments, assessment of prompting strategies). The time allocated to these assessments will result in improved intervention. If the 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.

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. Full participation in these implementation and training activities is critical for a successful outcome. Ongoing collection of data will allow evaluation of the effectiveness of the intervention and will assist in developing any revisions that

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need to be made to ensure a good outcome. In addition, at regular progress reviews we may also discuss whether continuation of services would be beneficial, and any barriers to continuation.

Behavior analysts are ethically obligated to provide treatments that have been scientifically supported as most effective. 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 the procedures and outcomes of all assessment and treatment services are strictly confidential and will be released only to agencies or individuals specifically designated by me in writing. In addition, the fact that my child/dependent receives any services is protected and private information. I am aware that CCABA may release information without my prior consent if so ordered by a court of law. I am also aware that providers are legally required to report suspected occurrences of child abuse or neglect or if I or my child present clear and present danger to ourselves or to others.

I understand that the provider agency employs individuals at the bachelor's level who are supervised by the BCBA's and LP/LPA's . I understand that my child's assessment and treatment services may be observed by supervisors or other employees as part of ongoing training and quality assurance activities. Events occurring in those sessions will be discussed in closed supervision meetings. I am aware that a record of the treatment will be maintained and this record is available to me in written form upon request.

I understand that it may be necessary to audio- or videotape assessment and/or treatment sessions for supervision purposes. In the event that audio- or videotaping is necessary, I will be informed and asked to give written consent prior to taping (enclosed in the new client packet). If the assessment or treatment involves formal research that goes beyond normal evaluation or clinical procedures, I reserve the right to consent or refuse to participate.

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, I may request a list of other credentialed providers in the region. In addition, I reserve the right to refuse, at any time, the treatment that is being offered.

I am aware that the relationship between provider and client is a professional one that precludes ongoing social relationships, giving of gifts, personal social media connections, or participation in personal events such as parties, graduations, etc.

I may request a copy of the BCBA's current professional credentials upon request. In addition, any concerns that I have about BCBA's performance can be directed to the Clinical Director at 919.371.2848.

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

Cancellation/Late Policies:

Cancellation Policy – We ask that parents give 24 hours’ notice for cancellations, in the form of a phone call and voicemail to the Tutor or Consultant providing services. Cancellations (or “no shows”) without 24 hours’ notice are subject to a cancellation fee of \$50. The Tutor or Consultant will bill for this \$50 fee and the parent will receive a bill along with their monthly co-pay to cover this.

Late Drop-Off (for sessions at clinic locations) - If a parent is more than 15 minutes late for the session, they are responsible for paying the rate of \$50/hour, or \$12.50 per 15 minutes they are late. Tutors and Consultants will bill for this time, and parents will receive a bill for this fee along with their monthly co-pay bill to cover this. Tutors and Consultants will contact the family after 15 minutes has passed and inform them that they are leaving, (unless the parent is near-by and both parties agree to have session). If the Tutor or Consultant attempts to reach the family unsuccessfully, the Tutor or Consultant should attempt to leave a voicemail stating that the session is cancelled. This policy is also in effect for sessions in the home or school when the child is not present at the stated session start time.

Late Pick-Up (for sessions at the clinic) – Our Tutors and Consultants often have sessions back-to-back, so it’s important that parents are on time for pick-up, so the next session can start on time. If a parent is more than 15 minutes late in picking their child up from session, they are responsible for paying the rate of \$50/hour, or \$12.50 for each 15-minute period they are late. This will be billed to the parent, along with their monthly co-pay bill. If a parent is more than 15-minutes late, more than twice, we reserve the right to require a parent to be on site for all sessions (if in the clinic) or ask those sessions take place in the home.

Please understand that these policies are in place in order for our staff to best implement the programs prescribed for all of our clients. Some of our staff work on a contract basis, and often when they have cancellations or no-shows, they have opportunities to provide needed hours for their other clients. We understand that emergency situations arise, on both ends (staff and parents), and these situations will be handled on a case-by-case basis. Our Tutors and Consultants are also expected to give 24 hours notice for cancellations and are expected to call if they will be late due to traffic or other unforeseen circumstances. If parents feel that cancellations or late sessions are becoming “excessive”, please contact your Consultant, or directly contact the office to discuss. We appreciate your understanding of the need for these policies in continuing to provide services to your children!

Policies that Allow CCABA Staff to Remain within the BACB Ethical Guidelines:

CCABA staff follows the Behavior Analyst Certification Board Guidelines for Responsible

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Conduct. These Guidelines can be found at <http://www.bacb.com/index.php?page=57>.

In accordance with these guidelines, the following policies are in place:

Dual Relationships:

The BACB Ethical Guidelines require that Dual Relationships between provider (Consultant/Tutor) and consumer (client/family) be avoided. The relationship between the provider and the consumer should be a professional one, with focus on the client and his or her Plan of Care. To prevent dual relationships from forming, the following policies have been developed.

In regards to Social Media (i.e. Facebook, Twitter, Instagram, text messaging, etc):

It is CCABA policy that staff is not connected to client/consumers through social media websites including, but not limited to Facebook, Twitter, Instagram, etc. If text messaging is the preferred form of communication for the parents to discuss scheduling, cancellations, etc, the content of text messages need to be client-focused. In addition, all email communication should be client-focused. An appropriate avenue for families to be connected to CCABA staff and to find out about CCABA news and events is the CCABA Facebook page.

In regards to gifts (birthday, holidays, goodbyes...):

In order to prevent potential dual relationships from forming, CCABA has a gift policy in place that prevents CCABA staff from accepting gifts of any type from a client/consumer. While we very much appreciate this token, this can make the relationship between provider and consumer cloudy, and difficult to prevent from turning into a dual relationship. An alternative to purchasing or creating a gift for your child's Tutor or Consultant at holidays, consider purchasing or creating materials that will motivate your child to learn and can be used during sessions. Along similar lines, we also cannot accept meals during sessions, even if sessions take place during scheduled meal times. Staff may bring their meals with them if needed, but cannot accept meals from client/consumer during or outside of sessions.

Client-Focused Sessions/Communication:

When a CCABA provider is present during sessions, the focus needs to be on the client and implementation of the plan of care. Communication between provider and parent/sibling, need to be client-focused, such as reviewing progress and discussing new goals or strategies to meet goals. Similarly, when provider and consumer/client communicate outside of sessions (phone, email...), communication should remain focused on the client.

Evidenced-Based Practice:

CCABA realizes that many of our clients are receiving services from various providers with training in other disciplines (Speech, OT, PT, Teachers, Music Therapist, MDs...). While CCABA respects the input from these other disciplines and providers, and recognizes the important part each provider plays on each client's Team, the service we are required to and trained to provide is ABA. ABA includes a collection of evidenced based strategies rooted in the

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principles of behavior. We, as providers of ABA, have a duty to implement these, and only these, strategies. If you, as a consumer, want to implement a different method than CCABA is trained to implement or is not consistent with ABA principles, your Consultant can help you to assess the effectiveness of the method, but it is against CCABA policy for Tutors or Consultants to implement these methods. Your CCABA Consultant can also set up a meeting with other providers to discuss the methods and strategies we CAN implement and why we suggest those specific strategies in the client's plan of care

Policy on Suspected Child Abuse and Neglect: Mandated Reporting:

This policy is to inform our clients and their families about The Carolina Center for ABA and Autism Treatment's Staff and Contractor status as mandated reporters of child abuse and neglect. As mandated reporters, our providers have a legal obligation to report suspected child abuse or neglect. In our roles as ABA providers, we are not trained to say whether an observed or reported incident *is* abuse or neglect. However, there are certain situations that we are required, by law, to report. Oftentimes, these situations are not clear, and since we don't have the training to say whether an incident *is* abuse or neglect, we must make a report to allow those trained in making these determinations come in and offer support that we can't provide. Ultimately, the goal is to ensure that our clients and families have the support that they need on all levels.

Please be aware that if a report is made, we are not making an accusation that abuse or neglect is occurring. We are, as objectively as possible, retelling a situation as it was reported or observed and allowing those professionally trained in these matters do their jobs to ensure the safety of the child or other family member(s).

If a difficult situation like this were to occur, please understand that first and foremost, our priority is continued support in your child's and family's life to ensure safety and wellbeing. Sometimes this involves requesting the help of other providers offering services outside of our scope. If circumstances allow, we will always try to be as open and honest about our concerns. Please also understand that failure on our part to report certain concerning situations may result in civil or criminal action against us.

In our experience, the best outcomes in these situations occur when families are open and cooperative in the steps that take place following a report being made., and continue to welcome the support of current providers. We will make every effort to continue to offer our support, or refer to another provider if necessary.

If you have any questions or concerns about this policy or about child abuse and neglect reporting laws, please see <http://www.ncdhhs.gov/dss/cps/about.htm>.

If you are in need of support or services to prevent or stop child abuse or neglect, please Call [Prevent Child Abuse North Carolina](http://www.preventchildabuse.org) at 1-800-CHILDREN. They can put you in touch with someone who can offer support and help.

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

CONFIRM: Yes No Initials:

Declaration of *Professional Practices and Procedures* For Behavior Analysts

PROFESSIONAL RELATIONSHIP, LIMITATIONS AND RISKS

What I Do

Behavior analysis is a unique method of treatment based on the idea that most important human behavior is learned over time and that it is currently maintained by consequences in the environment. My job as a behavior analyst is to work with behavior you would like to change. With your input, I can help you discover what is maintaining a behavior, discover more appropriate replacement behaviors, and then set up a plan to teach those behaviors. I can also develop a plan to help you acquire a new behavior or improve your skill level. Some of the time I will be treating you directly and at other times I may be training significant others as well.

How I Work

As a behavior analyst I do not make judgments about behavior. I try to understand behavior as an adaptive response (a way of coping) and suggest ways of adjusting and modifying behaviors to reduce pain and suffering and increase personal happiness and effectiveness.

You will be consulted at each step in the process. I will ask you about your goals, I will explain my assessment and the results of my assessment in plain English. I will describe my plan for intervention or treatment and ask for your approval of that plan. If at any point you want to terminate our relationship, I will cooperate fully.

Please know that it is impossible to guarantee any specific results regarding your goals. However, together we will work to achieve the best possible results. If I believe that my consultation has become non-productive, I will discuss terminating it and/or providing referral information as needed.

CLIENT RESPONSIBILITIES

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Communication

I can only work with clients who fully inform me of any and all of their concerns. I will need your full cooperation as I try to understand the various behaviors that are problematic for you. I will be asking a lot of questions and making a few suggestions and I need your total honesty with me at all times. I will be showing you data as part of my ongoing evaluation of treatment and expect that you will attend to the data and give me your true appraisal of conditions.

Data/Progress

One of the most unique aspects of behavior analysis as a form of treatment is that decisions are made based on objective data that are collected on a regular basis. I will need to take baseline data to first determine the nature and extent of the behavior problem that we are dealing with; then I will devise an intervention or treatment and continue to take data to determine if it is effective. I will show you this data and will make changes in treatment based on this data.

Relationship

Under my code of ethical conduct I am not allowed to work with you in any other capacity except as your behavior therapist or consultant. If I am working in your home with your child it is not appropriate for you to leave the premises at any time or to ask me to take your child to some other location that is not directly related to my services.

Although our relationship involves very personal interactions and discussions, I need you to realize that we have a professional relationship rather than a social one. According to my professional code of ethics, it is not appropriate for me to accept gifts or meals and it is not appropriate for me to be involved with your personal activities such as birthday parties, or family outings.

I will need a list of any prescribed or over-the-counter medications and/or supplements in addition to any medical or mental health conditions; this information is kept confidential. Please note that I am not able to provide any supplements and/or medications directly to your child.

Cancellation

I expect that if you need to cancel or reschedule your appointment that you call as soon as you are aware of the change. If I do not receive 24-hour notification of your cancellation or you fail to show for an appointment or show 15 minutes after scheduled start, then you may be charged for the appointment. Please refer to Carolina Center's current Family Packet for details of our cancellation policies.

CODE OF CONDUCT

I assure that my services will be rendered in a professional and ethical manner consistent with accepted ethical standards. I am required to adhere to the *Guidelines for Responsible Conduct of the Behavior Analyst Certification Board®*. A copy of these Guidelines are available upon request.

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If at any time and for any reason you are dissatisfied with our professional relationship, please let me know. If I am not able to resolve your concerns, you may report these to the following:
Behavior Analyst Certification Board, Inc. • 1705 Metropolitan Boulevard, Suite 102 •
Tallahassee, Florida 32308 850-386-4444 www.bacb.com

CONFIDENTIALITY

Clients and their therapists have a confidential and privileged relationship. I do not disclose anything that is observed, discussed or related to clients. In addition, I limit the information that is recorded in your file to protect your privacy. I need you to be aware that the confidentiality has limitations as stipulated by law including the following:

(1) I have your written consent to release information.

We will not disclose any information about you, your child, or the fact that you are our patient, without your written consent. We will keep records on the services provided, dates of our sessions, assessments, plan for intervention, consultation, summary reports, and/or testing reports, and any release of information obtained. Health care providers are legally allowed to use or disclose records or information for treatment, payment, and health care operations purposes without your prior consent at the onset of services. You may revoke your permission, in writing, at any time, by contacting me

(2) I am verbally directed by you to tell someone else situations.

(3) I determine that you are a danger to yourself or others.

Emergency: If the client is involved in a life-threatening emergency and I cannot ask your permission, I will share information if I believe you would have wanted me to do so, or if I believe it will be helpful to the client.

(4) I have reasonable grounds to suspect abuse or neglect of a child, disabled adult, or an elder adult.

Child Abuse Reporting: If I have reason to suspect that a child is abused or neglected, I am required by North Carolina law to report the matter immediately to the North Carolina Department of Social Services.

Adult Abuse Reporting: If I have reason to suspect that an elderly or incapacitated adult is abused, neglected or exploited, I am required by North Carolina law to immediately make a report and provide relevant information to the North Carolina Department of Welfare or Social Services.

(5) I am ordered by a judge to disclose information.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment.

In most legal proceedings, you have the right to prevent me from providing any information about treatment. In some proceedings involving child custody and those in which the client's

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current functioning level is an important issue, a judge may request my testimony if he/she determines that the issues demand it. If you are involved in a court proceeding and a request is made for information concerning the professional services that I have provided, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your written authorization, or a **court order**. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

(6) Electronic Transmissions

I will, at times, share personal information about you with the billing service, insurance companies, or other entities with whom you authorize me to share information via electronic transmission, including fax machines, e-mail, or cell phones. Despite my efforts, these transmissions cannot be guaranteed to be secure. E-mail communication should never be used for urgent or sensitive matters since technical or other factors may prevent a timely answer.

(7) Consultation

At times I will consult with professional colleagues about aspects of your case. Your name and unique identifying characteristics will not be disclosed. The consultant is also legally bound to keep the information confidential.

All non-licensed BCBA's and BCaBA's communication case information to supervising NC Psychologist/BCBA.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential issues, it is important that we discuss any questions or concerns you may have now or at any time in the future. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

If you have an urgent matter please contact the main office directly, or call 911 or the mental health center emergency room .. In addition, you should be aware that any e-mail communications may be made part of your permanent medical record. If you wish to receive services, you must sign this agreement indicating that you understand and accept the policies about confidentiality and its limits.

Professional Records

All complete records will remain on file for a minimum of seven years after the last contact with the client and, if the client is a minor, the records will be maintained until three years after the age of majority. You can request these records at any time. Because these are professional

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records, though, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. I require a completed and signed written Request and Authorization for Release of Health Information Form before releasing any documents to anyone, including the patient. The form must be completed, dated and signed, and I ask that you specify what components of your medical records you wish to obtain.

NC PSYCHOLOGY REQUIREMENTS

Please note that, if at any time, the client's behavior is deemed as harmful to self and/or others by the client, family and/or treatment team (Analyst(s), Psychologist(s), Instructor(s)) that an immediate increase of interaction with the client's Supervising Psychologist will be arranged with the client/family. The number of hours required for this is subject to the clinical recommendations of the supervising psychologist. This time may include time needed to analyze data and/or create written/formal intervention plans.

APPOINTMENTS, FEES AND EMERGENCIES

The current fee for BCBA/BCaBA services is \$125 per hour. This includes interviewing relevant persons, observation, planning, writing, preparing reports, and attending meetings. If you are receiving services via a third party (insurance carrier) these actions may or may not be covered within your benefits. You will need to verify this information with our Insurance Coordinator.

Bills will be mailed to you from our Cary, NC office. If you have any questions regarding your statements or financial obligations, please contact our Cary office and speak with the Office Manager (Rosanne Jones) and/or the Executive Director (Denise Freeman-DeCandia).

Cary, NC Office: 919.371.2848

Office Manager: Rosanne@carolinacenterforaba.com

Executive Director: Denise@carolinacenterforaba.com

This document is for your records. Please initial the form indicating that you have read, understand and have had the opportunity to ask questions regarding the information in this declaration. Please retain a copy for your records.

CONFIRM: Yes No Initials: