



# CLIENT SERVICES

Proporcionamos traducción a pedido

## TABLE OF CONTENTS

	<i>Page</i>
1. Parents' Active Participation	3
2. Data Collection	3
3. Advanced Cancellation Policy	3
4. Same Day Cancellation Policy	4
5. Excessive Cancellations and Cancellation Fees	4
6. Sick Policy	5
7. Direct Service Provider Cancellations	5
8. Make-Up Sessions	5
9. Parent Verification Forms (PVF)	5
10. Confidentiality, Duty Not to Discuss or Disclose Certain Information:	5-6
11. Confidentiality of E-mail, Cell Phone, and Fax Communications	6
12. Performance of ABA SUCCESS's Employee's, Agents, or Representatives	6
13. Assigned Caretakers	6
14. Videotape Recording by ABA SUCCESS	6
15. Videotape Recording by Client or other third parties	7
16. Observations by Outside Agencies/School Personnel	7
17. Schedules	7
18. IEP/Collaborative Meeting Attendance	7-8
19. Client Vacations	8
20. Assignment of Direct Service Providers	8
21. Client/Family Relationship	8
22. Treatment Team Training	9
23. Supervision of Treatment Team	9
24. Holiday Closures	9
25. Materials	9
26. Solicitation of ABA SUCCESS Employees	9-10
27. Working Environment	10
28. Gifts for Clinical Personnel	10
29. Privacy Notice under Health Insurance Portability and Accountability Act	10-11
30. Client Satisfaction	11
31. Client Financial Responsibility Form	12

32.	Client Video Release Form	13
33.	Client Consent to Confidential Communication Form	14
34.	Page Schedule Availability Form	15
35.	Client Services Agreement Signature Page	16

@2021 ABA SUCCESS. All rights reserved. The information contained herein is confidential and proprietary to ABA SUCCESS and remains its exclusive property. No part of this document may be reproduced or disclosed in any form without the prior written consent of ABA SUCCESS.

## CLIENT SERVICES AGREEMENT

Client's Name:

Parent's Name:

Supervisor Reviewing CSA:

Date:

Translation of this document will be available upon request and Funder translation sources will be used IT IS MUTUALLY AGREED upon between the Parties ABA SUCCESS and the CLIENT and his/her parents as follows:

1. **Parents' Active Participation:** As part of the services provided by ABA SUCCESS, you will receive parent training and consultation services in principles and best practices of Applied Behavior Analysis and how it will be utilized to treat your child and how you may use it as their parent to support their learning and growth. Your child will also receive direct intervention services in the home (or community or center), as authorized by your health plan or other funding source. Participation in intervention services can result in a number of benefits to you and your child including improved relationships and social connection, increased self-control by your child, improved coping skills for parents, and an increased rate of skill acquisition for your child and the reduction of challenging behaviors which interfere with your child's learning and successful inclusion. Working toward these benefits; however, requires coordination between yourself and your assigned Supervisor. Intervention services require active involvement on your part to consistently follow through with the Behavior Intervention and Skill Acquisition/Treatment Plan set up for your child, collection of behavior and skill acquisition data and completion of homework assignments. Every effort will be made for ABA SUCCESS and the parents to coordinate parent training sessions which align for both parties' availability. Should challenges surface in identifying in-person session times which are mutually agreeable, teletherapy sessions may be available (if permitted by your child's funding source). Furthermore, should the parents decline all parent education and support, a plan to rectify this will be implemented by your supervisor as well as your health plan (or other funding source). After such steps are taken, should parent education and training continue to be declined, the child and parents will be discharged from treatment.
2. **Data Collection:** Parents may be requested to collect both skill acquisition and ABC data for targeted behaviors. Data is critical in evaluating the effectiveness of treatment and behavior plans. ABA SUCCESS's therapists and supervisors will also be responsible for collecting data at each direct session. This is a key component of the evaluation of your child's treatment plan and their progress. Such data, collected by ABA SUCCESS's therapists and parents will also be used adjust treatment and will provide needed information required by the funding agency. Our organization encourages patient assent to participate in their treatment goals and interventions for all patients regardless of their skill level and verbal
3. **Same Day Cancellation Policy:** ABA SUCCESS understands that the Client may on rare occasions need to cancel a session on the same day it is scheduled. ABA SUCCESS requests that you call the Office at 1-800-370-0393 first, followed by the therapist that is scheduled for the cancelled appointment as soon as it is recognized that the session cannot occur. When at all possible, please cancel a minimum of 1 hour before your scheduled session to avoid the therapist having to commute to your home. Same day cancellations will

be made up by your therapist in the same week, if possible. If the session cannot be made up within the parameters set by your funding source, the appointment will be considered “lost” and will not be made up.

4. Excessive Cancellations and Cancellation Fees:

**Fees will be incurred for same day cancellations under the following circumstances:**

Families are allowed 1 same day cancellation per month without penalty, where applicable.

- A. Same day cancellations and/or “no show” appointments in excess of 1 per month will incur a fee of \$30/per hour of service cancelled unless client is covered under Georgia Medicaid.
- B. A late fee of \$10 will be charged to you for every 15 minutes of session time which begins later than scheduled. This portion of the session fee cannot be billed to the funding source. Funding sources can only be billed for the portion of the session you are actually present. ABA SUCCESS will round down to the nearest 15-minute increment (e.g., if you are 25 minutes late you will be billed for 15 minutes). This means that ABA SUCCESS is assuming a portion of un-billable time (e.g., we will not be able to recover payment for 10 of the 25 minutes you were late). In the instance of an anticipated late start, please call the scheduled therapist as soon as possible. Fees will not be charged to clients with Georgia Medicaid; however, we respectfully request that all clients follow the same procedure for alerting our team should one expect to be late to a session. All other policies and procedures related to excessive tardiness will still apply.
- C. A client’s services may be terminated for excessive cancellations as treatment efficacy is more likely to be significantly impacted and may lead to unintended side effects. Excessive cancellations are defined as more than 3 absences in a calendar month or 20% or more of the scheduled sessions cancelled in a month. Exceptions include: a doctor’s note indicating an illness lasting longer than 3 days and family vacations scheduled with a minimum of 30 days-notice.

5. Sick Policy: In the event that ABA SUCCESS staff arrive at the home and determine that the Client is sick or cannot participate in the scheduled session, ABA SUCCESS will cancel or end the session early. Please know that our team will also abide by the same sick/illness policy to ensure the health and safety of all. The following are possible reasons for this kind of cancellation:

- a. Child is vomiting.
- b. Child has a rash, lice, or nits.
- c. Child has a cold (runny nose, cough, sneezing)
- d. Child has an eye infection.
- e. Child has a sore throat.
- f. Child has a contagious condition.
- g. Child has a fever over 100.2 degrees.
- h. Child was too sick to attend school.
- i. Child falls asleep during session.

ABA SUCCESS may also cancel the session if a sibling or parent of the client exhibits any of the conditions above.

ABA Success follows the federal, state and local government guidelines as well as CDC guidelines.

6. Direct Service Provider Cancellations: The direct service provider (i.e., therapist, lead therapist, supervisor, etc.) may cancel sessions due to illness (as indicated above), personal reasons, or vacation as permitted in ABA SUCCESS's employee handbook. The Client will receive advance notice of planned vacations and will be notified of the alternative service provider(s) who may conduct scheduled sessions while the regularly assigned provider is on vacation. The Client may not receive notice of direct service provider illness or personal emergency until immediately before the client's scheduled appointment. Please know that ABA SUCCESS is also not permitted to disclose protected health or confidential information related to our employee's health or personal matters when cancelling a session. If the regularly assigned direct service provider will not be available for an extended period of time (greater than 2 weeks), ABA SUCCESS may assign a new provider to ensure continuity of care.
7. Make-Up Sessions: ABA SUCCESS will make every attempt to re-schedule Client or ABA SUCCESS initiated cancelled sessions. ABA SUCCESS requests the Client work diligently with ABA SUCCESS to schedule make-up sessions to ensure continuity of services and recommended treatment dosage continues to be met. The Client understands that ABA SUCCESS may not be able to make up cancelled sessions, regardless of whether the session was cancelled by ABA SUCCESS or by the Client. If a session cannot be made up in the time frame outlined by your funding source, (i.e., calendar week Sunday to Saturday, same calendar month, or same authorization period), the session will be considered "lost" and will not be made up.
8. Parent Verification of Session Provided: At the end of every session your assigned direct service provider and/or supervisor will request you sign using the data tracking application on their mobile device or yours. Your signature confirms that services were provided on the dates and at the specified times listed. These signatures are required by ABA SUCCESS and are made available to the funding source to account for the services rendered on behalf of your child and the ABA SUCCESS program.
9. Confidentiality, Duty Not to Discuss or Disclose Certain Information: ABA SUCCESS acknowledges that during the term of this Agreement, it may have access to and become acquainted with confidential information of the Child, the Client and/or the Child's or the Client's family. ABA SUCCESS agrees that it will not discuss or disclose any information of a confidential nature, directly or indirectly, or use any such information with any third party either during the term of this Agreement or at any time thereafter, except as required by law, unless it obtains the prior written consent of the Client.

10. Confidentiality of E-mail, Cell Phone, and Fax Communications: It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can easily be sent erroneously to the wrong address. Please notify ABA SUCCESS at the beginning of consultative services or direct intervention services if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices (see attached Consent to Confidential Electronic Communication).
11. Performance of ABA SUCCESS's Employee's, Agents or Representatives: The Client understands and agrees that, pursuant to the laws of the State of Georgia, ABA SUCCESS, its employees, agents and/or representatives are mandated to and shall immediately report and/or notify any governmental agency of any and all indications of child, dependent, elder, or domestic abuse and/or child, dependent, or elder neglect observed or detected before, during or after the completion of any session. Moreover, the Client understands and agrees that, pursuant to the laws of the State of Georgia, ABA SUCCESS, its employees, agents and/or representatives are not permitted to remain in the home alone with any minor, child or dependent for the purpose of providing services unless such minor, child or dependent is accompanied by a parent or assigned caretaker present in the home at all times throughout the session (this includes opportunities to practice skills in the community, be it in the front yard, walk to the local park, or away from the home). Aside from the care and safety of your child, we value the learning opportunities for parents and caregivers which are presented across treatment locations. For these purposes, "assigned caretaker" includes any employee, agent and/or representative employed, hired, or otherwise retained by or from another professional caregiver. Accordingly, the Client agrees that if he or she leaves or is otherwise not able to be present for any reason whatsoever at any time prior to the completion of such session, ABA SUCCESS shall immediately terminate such session and promptly leave the premises. Finally, the Client understands and agrees that it shall not request or otherwise seek to have ABA SUCCESS, its employees, agents, or representatives take any responsibility whatsoever for the temporary custody of the Child. ABA SUCCESS will provide reasonable access to care within the limits of ethical practice and ABA's capabilities and mission. ABA Success always put the client/patient as the primary beneficiary of services regardless of funding source. ABA Success also dictate that any conflicts are resolved in the interest of the patient regardless of other holder interest as third party payers.
12. Assigned Caretakers: Assigned caretakers must be 18 years of age or older. ABA SUCCESS therapists and supervisors are not permitted to remain in the home with the child if the assigned caretaker is a minor. The client agrees to assign only individuals who are 18 years of age or older to be present when the parent is away from the home during ABA SUCCESS sessions. Proof of age identification is required of caretaker, both in the home or when picking up from our center (see separate Center-Based Client Handbook).
13. Videotape Recording by ABA SUCCESS: In order to track your child's progress more effectively, ABA SUCCESS will periodically request permission to videotape your child during intervention. The purpose of the video is to enable ABA SUCCESS staff to review your child's program, progress, ABA SUCCESS's staff performance, and to ensure the quality of our program. These videotapes are strictly confidential and will stored as a part of your child's confidential record. These videotapes will not be shared with anyone without your explicit permission. These videotapes are not available to the client or other third parties unless a written request is made and to the extent outlined in state and federal law. The Client will be asked to complete a Video Release Form outlining the guidelines and permissions.
14. Videotape Recording by Client or other third parties: ABA SUCCESS does not permit clients, parents or other third parties to videotape intervention sessions.

15. Observations by Outside Agencies/ School Personnel: Outside individuals that are involved in the Client's program (such as representatives from the regional center or school district as well the client's teacher, speech therapist, or occupational therapist) may observe a ABA SUCCESS intervention session only when the ABA SUCCESS supervisor is present. ABA SUCCESS requests that the parent contact the ABA SUCCESS supervisor minimally one week in advance to request their presence at the session during which an outside individual wishes to observe. The ABA SUCCESS supervisor will be available to answer any questions within the limits authorized by yourself in a Release of Information Consent (obtain for ABA SUCCESS supervisor). Direct service providers other than the supervisor are not permitted by ABA Success policy to interrupt their session to respond to questions by outside individuals nor are they permitted to conduct a session with an outside individual present without supervisor approval.
16. ABA Success acknowledge and recognize that in our policies and procedures and business practices that the direct recipient of services is our primary patient along with parent or guardian of the direct recipient of our ABA services even if a third party is paying for the services. ABA Success strives to resolve any conflicts in the best interest of the direct recipient in the course of receiving services by ABA Success. ABA Success provides only Applied Behavior Analysis services.
17. Schedules: At the onset of services a schedule will be established based on the Client and ABA SUCCESS's availability. When setting schedules ABA SUCCESS uses three time slots- Morning, Mid-Day, Late Day. Parents or the Client's primary caregiver will be asked to complete a Schedule Availability Form indicating preferred dates and times of service as well as any days and times the Client is unavailable for services. We ask that parents/caregivers provide at least 10% additional availability beyond what their child is authorized to receive in order to maximize the time scheduled (e.g., if a treatment authorization is for 20 hours per week of direct sessions, we ask that 22 hours per week of availability be provided in order to maximize the opportunity for sessions to occur). ABA SUCCESS will use the attached form to set a service schedule. ABA SUCCESS requests that families adhere to this schedule as service continuity is critical for reaching the Client's treatment goals. In the case that a schedule must be changed:
  - a. The parent or primary caregiver must complete a new Schedule Availability Form after which ABA SUCCESS will make every attempt to meet the family's scheduling needs. Submission of the Scheduling Availability Form is not a guarantee that the schedule can be changed or changed immediately. Changing the established schedule may result in a change in service provider(s) and in some instances may result in service disruption until a change in providers can be made. Furthermore, frequent, or abrupt changes may affect your child's progress in their ABA program if parents will provide 30 days-notice for any need to change service hour availability. We also ask that changes are made no more than ONCE/TWICE per year and that the co-occur with summer and/or school initiation. (OPTIONAL BASED ON ABA SUCCESS OPERATIONS)
  - b. The parent or primary caregiver agrees to contact their supervisor and complete a Schedule Availability Form to make any and all requests for schedule changes or changes in location of intervention. Direct service providers other than the supervisor do not have the authority to make changes to schedules or location changes.
  - c. The parent or primary caregiver agrees to alert the supervisor providing as much advance notice as possible when a scheduling change is anticipated or requested. This includes planned vacations or other short-term disruptions in service.

18. IEP/Collaborative Meeting Attendance: Members of the ABA SUCCESS staff may be available for IEP meetings by request of the family. ABA SUCCESS requests that the parent or primary caregiver discuss upcoming IEP meetings with the supervisor with as much advance notice as possible to increase the likelihood that the supervisor's schedule will allow for attendance at the IEP. It is important to note that Regional Centers of CA and many health plans do not fund behavioral service providers to attend IEP meetings. Please discuss this with your team supervisor and with your funding source to resolve any issues or concerns with this policy.
19. Client Vacations: ABA SUCCESS understands that the Client may take family vacations during the year. If the family vacation is more than two weeks in duration, the Client understands that ABA SUCCESS may provide the Client with a new direct service provider when intervention resumes. Please provide at least 30 days-notice of all upcoming vacations.
20. Assignment of Direct Service Providers: The Client understands that ABA SUCCESS assigns direct service providers based on a number of variables including but not limited to client needs, geography, and schedule availability. ABA SUCCESS may deem it appropriate or necessary to change the client's assigned direct service provider(s). In each case, ABA SUCCESS will use its professional judgment to assign appropriate personnel.

Client understands that ABA Success must obtain an authorization for initial assessment before assessment may begin and for direct services after the initial assessment. A BCBA will supervise the RBT 10% of the authorized hours once approved which is based on severity of the client which in turn will be used for the recommended dosage hours. Programming will be determined by a variety of factors

Goals needs to based on chronological age and developmentally appropriate based skills levels and behaviors and:

- Resources and materials available
- Based on clinical assessment
- Documentation of response to treatment
- Chronological age and developmental level based on the developmental order in which skills are acquired in individuals with typical development
- Severity of disability and severity of maladaptive behaviors (focused vs comprehensive)
- Medical necessity (duration of treatment - how long the patient remains in services)
- Should be individualized
- Based on consultation with family and based on research and developmental norms
- Dosage of hours (frequency of treatment and hours) should be based on setting and approaches needed in this setting which includes a professional judgement based on evidence based practices such as decision models, research and skills levels determined by assessment results (age, severity of maladaptive behaviors, skills levels, responsiveness to treatment, etc)
- BCBA will supervise the RBT 10% of the recommended dosage hours which is based on the severity of the case and the behaviors
- Case load will be based on several factors (how severe the case is and location of cases, etc from other cases)
- Fidelity checks should be implemented monthly to RBTs to ensure implementation of services adheres to prescribed protocols

21. Client/Family Relationship: It is imperative that employee/client relationships remain professional. Occasionally we will send out a patient/parent satisfaction survey. Per the ABA SUCCESS Employee Handbook, employees must abide by the following:
- a. Employees shall not discuss their personal life or the personal life of any other ABA SUCCESS employee.
  - b. Employees shall not baby-sit or work in any other capacity with the client outside of employment by ABA SUCCESS without prior approval from the ABA Success and/or the HR Department.
  - c. Clients are prohibited from leaving the child or siblings home alone during therapy sessions. Someone 18 or older must be present at all times.
  - d. Employees are never allowed to leave the client's house with the child without a parent or adult caregiver present. A parent or caregiver must be present with client at all times.
  - e. Outings outside the home/school require parents be in close proximity. This applies to outside play in the yard or taking a walk. Parents must be in plain eyes view at all times.
  - f. At beach camps/pools it is ABA SUCCESS's policy that employees are not allowed to swim or go in the water.
  - g. Employees are not permitted to give gifts of any sort to clients/parents.
  - h. Employees may accept small tokens of appreciation (e.g., notes, handmade cards, etc.) from clients/parents, however, we ask that such tokens not exceed \$10.
  - i. Employees are not permitted to attend client birthday parties or any other non- ABA SUCCESS event. If a party is being held during a shift and no therapist is needed, then the shift must be cancelled.
  - j. Employees are only permitted to work during a client's party if there is written protocol they will be working on, and approval is obtained from the supervisor.
  - k. Employees are not allowed to ask for contributions from clients for fundraisers nor are they allowed to contribute to client involved fundraisers.
  - l. Employees are not allowed to invite parents/clients to weddings or any other social events.
  - m. Employees shall not comment or discuss opinions pertaining to the child's functioning level and outcome. Comparing or discussing other children, including the use of first and/or last names, is a breach of client confidentiality and is strictly prohibited.
  - n. Employees may not have current and/or past clients as friends on Facebook or any other social networking site.
  - o. Employees shall not discuss their schedule or availability with clients. All client schedule changes must be relayed through the supervisor or ABA Success scheduler. The supervisor will coordinate the client schedule changes with the scheduler.
  - p. Employees are never to engage in a romantic relationship with either anybody in the family or staff.
22. Treatment Team Training: All ABA SUCCESS employees are rigorously trained and as part of our staff training program, ABA SUCCESS may periodically send two direct service providers to your home. This is a critical part of our initial and ongoing training process as it allows our staff to be exposed to different programs and to children at different stages of development. You will be informed ahead of time if an additional staff member will be sent to your home or attend a session in other settings with your child (e.g., center, community, etc.).

Aside from direct training via session overlaps as described above, our treatment team may also attend staff meetings where clinical education is provided. This may also come in the form of workshops and conferences. You will be notified in advance of these types of cancellations, and in some cases an alternative direct service provider will be assigned to

ensure service continuity. In the event that services must be cancelled, ABA SUCCESS will make every attempt to re-schedule the session.

23. **Supervision of Treatment Team:** As those providing direct therapy do not independently practice, it is imperative, and is detailed by the BACB practice guidelines, that frequent supervision of your child's treatment plan implementation occurs at regular intervals and to a certain degree of intensity. More specifically, supervision will occur for 1-2 hours for every 10 hours of direct services provided (e.g., a client receiving 20 hour per week of direct services may receive anywhere from 2-4 hours per week [or 8-16 hours per month] of supervision). As some treatment plans may require more intense direction and modification, your child's supervision may vary across months. In order to optimize each BCBA's time with their clients, BCBA's will commonly schedule their time with you directly and ahead of time. However, please note that there may be times when the clinical supervisor attends session without notice. As supervision is crucial to the success of your child and their treatment, parents and caregivers will acknowledge this and allow supervision to occur at the recommended dosage. Should barriers to this exist, the supervisor will work with parents to determine how to optimize supervision sessions. Finally, as it relates to supervision, know that some forms of "supervision" may occur outside of face-to-face time with you or your child. Examples of indirect supervision may include treatment plan review/update, analysis of assessments, protocol development, etc. If your funding source permits these activities to be billed, ABA SUCCESS will submit billing accordingly.
24. **Holiday Closures:** ABA SUCCESS offices are closed on the following legal holidays. Direct service providers are not required to work on the following legal holidays but should you wish to have services provided on any or all of the following days and the funding source allows for services to be provided on the following days, ABA SUCCESS will make every attempt to schedule services: New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. In addition to these days, there may be closures with no provision of services on other dates as determined by the regional center, school district, or other funding sources with whom we contract to provide services to your child. We will inform you of these dates as we are notified.
25. **Materials:** ABA SUCCESS staff members may bring a set of toys and materials to your home for the purposes of providing therapy. These toys are the property of ABA SUCCESS and are for the sole purpose of therapeutic intervention. ABA SUCCESS may recommend you purchase some additional toys for your child's therapy session as well.
26. **Solicitation of ABA SUCCESS Employees:** The Client understands and agrees that ABA SUCCESS staff may not work for the Client on a private basis under any circumstances. ABA SUCCESS will immediately terminate services with the Client if the Client attempts to solicit any ABA SUCCESS employees for private work during or outside of normal business hours. ABA SUCCESS policy specifies that ABA SUCCESS employees may not work with ABA SUCCESS Clients for 12 months following termination of employment. The Client understands that the augmentation of a ABA SUCCESS employee's salary by the Client is forbidden by this agreement.
27. **Working Environment:** It is the duty of the Client's family to provide a safe and comfortable working environment. We will terminate services if a therapist is made to feel unwelcome, uncomfortable, or unsafe in the environment (in accordance with state and federal OSHA requirements). ABA SUCCESS reserves the right to terminate services if a client's home is unsanitary (e.g., visible urine and feces, dirty diapers left on the floor; pests, excessive smoke etc.) and not conducive to the provision of services.

Furthermore, ABA SUCCESS adheres to a zero-tolerance policy related to the discrimination and harassment of others based on age, race, gender, ethnicity, culture, language, religion, national origin, sexual orientation, socioeconomic status, or disability. As such, should any person, be it employee or client, feel that they are being discriminated against, harassed, or have been subjected to hostile actions or communication, ABA SUCCESS will take immediate action to investigate the occurrence and take appropriate action. ABA Success encourages diversity, equity and inclusion in the field of behavior analysis broadly and within the organization. All ABA staff are required to treat one another and the clients with respect.

Aba Success encourages diversity, equity, and inclusion in the field of behavior analysis broadly and within the organization specifically. Diversity refers to differences in race, ethnicity, sexual orientation, gender identity, age, country of origin, religious or spiritual beliefs, ability, and socioeconomic class.

ABA Success commit to as we grow to plan to ensure diverse candidates for new positions and external consultants. We aim to increase diversity in representation of race, body types and age and visual materials on our websites, annual reports, and all cross- platform communications. We seek to implement this vision with our partners in our field. We will partner with preferred partners that share the same vision within their organizations and thereby collaborate with those who share our vision for a more inclusive world and practices.

Furthermore, even though ABA Success adheres to evidence-based practices and strive to implement evidence based practices to increase opportunities for the best outcomes for quality of life for Client, we may not be able to guarantee certain specific outcomes. We strive to implement safe and ethical practices to safeguard the Client, but due to the inherit risk that Client may engage in behavior that could prove harmful to Client ABA success will support and redirect Client, but is ultimately not responsible for variables outside our control. The risk of noncompliance and treatment recommendations are discussed at the onset of services with Client and/or family or legal guardian. Non-evidence based practices may interfere with client program or progress and delay or interfere with overall results. Non-behavior-analytic interventions or non-evidence based practices should be carefully evaluated in order to make informed choices. If a treatment plan is used by parent that interferes with ABA services and harm client overall results, services may have to be terminated. Families are encouraged to discuss considerations and ABA Success will do the best to help families navigate with what is considered evidence based practices.

National Standards project has created an extensive longitude review of which interventions has proven effective for children with autism.

<https://nationalautismcenter.org/national-standards-project/>

Finally, the Client understands that it is inappropriate for the Client, or members of the Client's family, to discuss any issues of a personal nature which do not relate to the Client's program with any ABA SUCCESS staff members. Employees of ABA SUCCESS will not engage in conversations which are outside of the scope of the child's ABA treatment as this may lead to a dual relationship or one that conflicts with providing professional and excellent treatment to your child. Employees are to avoid dual relationships. An example is to not attend birthday parties, baby-sit or engage in any other non-professional activity with the families. It is absolutely prohibited to engage in a dual relationships that may be of romantic nature with any of the family members or staff.

ABA Success will refer to other providers services that we cannot provide, and we will identify them based on initial assessment and will be facilitated based on the needs and risk assessment of the initial assessment.

Admission will be based on filling out this document and discharge services may be based on fulfillment of the agreement in this document. As Client progresses during services, different

1. levels of needs may become apparent, upon which a different level of care or intensity of services may promptly prove to be necessary and recommended. Transitioning to another level of care will be assessed and documented before implemented. Discharge: A written notice with the intent to discharge patient will be sent to all relevant parties. A weeks timeline will be given with a written transition from the current level of care. A plan for urgent patient needs will be given if needed.

ABA Success will not administer medications unless there is a written agreement to do so.

ABA Success has high expectations of the outcome of the care and coordination of care with other health treating providers may be recommended. Coordination of care may be implemented with the express written approval of Caregiver and other necessary stakeholders in Client care.

ABA Success does not display client information on social media without written consent. Clinical staff are not permitted to share or create media likely to result in the sharing of identifying information about current or past patients and/or supervises within social media context: Ex: Facebook, Instagram etc.

ABA Success will provide education to Client/family about service planning, discharge planning, supportive community services, behavioral problems and care options.

ABA Success will do a reasonable attempt for filling utilization hours. After an initial assessment and recommend utilization hours, ABA Success will seek and expect to utilize at least 75% of hours across all patients. Some acceptable justifications may be COVID-19, Family refuses to provide services because a staff member was under investigation of misconduct. Other situational factors that may explain why utilization of hours may not be utilized and that are acceptable are: family are on an extended vacation, RBT unexpectedly quit and ABA Success is looking for, or training a replacement. Utilization report will include name of insurance carrier for each client, with what the insurance provider allows with regards to utilization of hours (e.g. overlap of supervisor with RBT) and hours of treatment vs. hours of supervision. Attempts will be made to ensure that all hours are utilized and we expect the family to accommodate in the best way possible for this to succeed.

28. Gifts for Clinical Personnel: While we understand that clients and their families may wish to recognize their clinical team (therapists, supervisors, and coordinators) as a sign of appreciation, we kindly request that you do so in a moderate fashion (e.g., a small handmade token of appreciation not to exceed \$10, a handwritten note, etc.). ABA SUCCESS personnel are compensated for their services and our expectation is that all employees are performing a valuable service for all clients and their families.
29. Privacy Notice under Health Insurance Portability and Accountability Act: The HIPAA Privacy Rule, effective April 14, 2003, established national standards to guard the privacy of a patient's protected health information. ABA SUCCESS will collect certain confidential information regarding the client, the family, and the clinical services provided on behalf of the client. This information will be kept private. The confidential information will be shared with the service provider with whom we have a contractual relationship on behalf of the client.

The HIPAA Security Rule, effective April 20, 2005, requires that our employees adhere to controls and safeguards to: (1) ensure the confidentiality, integrity, and availability of confidential information; and (2) detect and prevent reasonably anticipated errors and threats due to malicious or criminal actions, system failure, natural disasters and employee or user error. Such events could result in damage to or loss of personal information, corruption or loss

of data integrity, interruption of agency activities, or compromise to the privacy of agency clients, employees, and their records.

If you have questions regarding the agency's HIPAA compliance practices, please contact the Chief Operating Officer/HIPAA Officer of ABA SUCCESS.

You may file a complaint if you believe that the agency is not complying with applicable HIPAA requirements. All complaints must be in writing. Please identify the entity or individual that is the subject of the complaint and describe the activities believed to be in violation of the HIPAA rule. The complaint must be filed within 180 days of the activity. Mail complaints to:

**Chief Operating Officer and ethics officer/HIPAA Officer Florence Wiklof**

ABA Success  
1445 Woodmont Ln NW #796  
Atlanta, GA 30318

30. Client Satisfaction: ABA SUCCESS welcomes any feedback that the Client has to offer regarding any aspect of ABA SUCCESS's services, and we may also recruit this from time-to-time via emailed surveys. ABA SUCCESS requests that all feedback be directed to the Client's supervisor or ABA SUCCESS's owner. Please see ABA SUCCESS's Grievance Policy and Procedure for additional specific Information related to filing a formal complaint.
31. ABA SUCCESS's Grievance Policy and Procedure: First file a written complaint with supervisor exactly what is the complaint and what you expect the outcome to be. If this does not resolve the issue, then file a written complaint to the chief operating officer (Florence Wiklof) for review. The chief operating officer
32. will acknowledge the complaint and give a receipt of the complaint. An internal investigation will be conducted and communicated with the results. If this does not resolve the issue you have the right to file a complaint with the organization's regulating and accrediting bodies. BACB, State Department of Health, BHCOE.
33. Client Rights and Responsibilities:  
Client Rights:
  - The Right to Be Treated with Respect
  - The Right to Obtain Your Medical Records
  - The Right to Privacy of Your Medical Records
  - The Right to Make a Treatment Choice
  - The Right to Informed Consent
  - The Right to Refuse treatment and be informed of the medical results of this action
  - The Right to Receive information about how to access security and child protective services
  - The Right to Have your child be free from restraints and seclusion in any form when used as a means of coercion, discipline, convenience for the staff or retaliation.
  - Be free from all forms of abuse or harassment
  - The Right to receive effective treatment
  - Change your mind about any procedure for which you have given consent.  
Client Responsibilities:
  - Provide accurate, complete information about present complaints, past illnesses or diagnosis, hospitalizations, medicine and other matters related to the child's health in relation to their care, treatment and services while a patient with ABA Success

- Produce, upon request, documentation of the right to consent for your child's admission
- Ask for explanation if you do not understand papers you are asked to sign or any other issues related to your child's care
- Follow the care prescribed or recommended by doctors, nurses and other allied health practitioners.
- Report any medical changes, medicine or any other changes in your child's health or condition to related parties.
- Respect the rights and privacy of others
- Keep appointments and call to cancel or change an appointment as soon as possible
- Support mutual consideration and respect by maintaining civil language and conduct in interacting with staff and licensed independent contractors
- Meet financial responsibilities associated with your child's care in a reasonable time
- Call 1-800-370-0393 if you have any questions about your bill
- Inform staff if child or family members are sick

## Client Financial Responsibility

Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

ABA SUCCESS requires this form to be completed by all clients whose treatment is funded by insurance. We appreciate your cooperation, and if you have ANY questions please do not hesitate to ask.

1. **Financial Responsibility:** I understand that ABA SUCCESS will make all reasonable attempts to bill my insurance ABA Success first (to the extent permissible by state and federal health insurance laws) and will work with me to address potential barriers or denials. However, in the event that my insurance ABA Success does not pay for any portion of services provided, I agree and acknowledge that I am responsible for any fees remaining.

Name of Client or Legal Guardian/Responsible Policyholder:

\_\_\_\_\_

Signature of Client or Legal Guardian/Responsible Policyholder:

\_\_\_\_\_

2. **Authorization to Release Information:** I authorize ABA SUCCESS to release information requested by my insurance ABA Success to complete my claim.

Signature of Client or Legal Guardian/Responsible Policyholder:

\_\_\_\_\_

**Authorization to receive services by ABA Success and to Pay Claims To ABA SUCCESS:** I authorize payment from the insurance ABA Success to be directly sent to ABA SUCCESS. This allows ABA SUCCESS to file claims on my behalf.

Signature of Insured/Responsible Policyholder:

\_\_\_\_\_

## Client Video Release Form

1. I understand that as part of my child's ABA services, ABA SUCCESS will on occasion videotape my child's therapy sessions. The purpose of the videotaping is to enable ABA SUCCESS staff to review my child's program, progress, ABA SUCCESS's staff performance, and to ensure the quality of my child's program. This will be reviewed annually. You can rescind this permission without any penalty at any time by emailing us at [florence@aba-success](mailto:florence@aba-success)

I approve of the videotaping of my child for the purposes described in #1 above.

YES \_\_\_\_\_ NO \_\_\_\_\_

Expiration date: \_\_\_\_\_

Parent Name (print) \_\_\_\_\_

Date \_\_\_\_\_

Signature: \_\_\_\_\_

2. I approve of ABA SUCCESS using the videotapes of my child for the purpose of staff training. As such I understand that my child's videos may be used to provide training to new ABA SUCCESS staff as well as ongoing training for existing staff. I have read and understand the above statement. This will be reviewed annually. You can rescind this permission at any time without penalty by emailing us at [florence@aba-success](mailto:florence@aba-success)
- 3.

I approve of the videotaping of my child for the purposes described in #2 above.

YES \_\_\_\_\_ NO \_\_\_\_\_

Expiration date: \_\_\_\_\_

Parent Name (print) \_\_\_\_\_

Date \_\_\_\_\_

Signature: \_\_\_\_\_

## Client Consent to Confidential Communications

As ABA SUCCESS will need to frequently communicate with you regarding your child’s treatment program, schedule, and other related matters, it is important that we have a reliable means of doing so. As such, we ask that you provide us with your preferred email(s) and phone number(s), as well as your consent to send/receive emails and confidential voicemails from ABA SUCCESS. Please initial next to each to provide consent.

Please know that while ABA SUCCESS takes safeguards (e.g., communicating only what is the most essential information in correspondences) to protect you and your child’s Protected Health Information, most common email addresses do not provide end-to-end encryption. As such there is an acknowledged risk to information being accessed. Should you wish for ABA SUCCESS to not send emails, please provide an alternative, preferable, more secure means of communication.

Preferred Email: \_\_\_\_\_

Other Preferred Email: \_\_\_\_\_

\_\_\_\_ Yes, ABA SUCCESS may send important and confidential emails to the above email addresses. I understand that ABA SUCCESS has taken proper precautions to protect my/my child’s Protected Health Information and permitting this as a means of communication is essential for treatment as there may be frequent instances where information needs to be exchanged via email between myself and ABA SUCCESS.

Preferred Phone Number: \_\_\_\_\_

Other Preferred Phone Number: \_\_\_\_\_

\_\_\_\_ Yes, I understand that ABA SUCCESS will need to call me at times to relay information related to my child’s treatment or schedule. I understand that when leaving a message, ABA Success will not state specific information related to diagnosis, however, they will need to state who they are, from where they are calling, and a brief message related to the topic (e.g., “your session today is confirmed with Mary”).

Please know that we may change to engage in text conversations through a Practice Management System or other HIPAA compliant platform, ABA SUCCESS, nor its employees, will be able to send or receive text messages to/from clients at that time.

I consent to the above confidential communication. Should my contact information change at any time, I agree to update ABA SUCCESS so that we may maintain communication related to my child’s treatment program. Should I wish to withdraw my consent to any of the above, I understand that I must submit a written request.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## ABA SUCCESS Schedule of Availability Form

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8:00 AM							
9:00 AM							
10:00 AM							
11:00 AM							
12:00 PM							
1:00 PM							
2:00 PM							
3:00 PM							
4:00 PM							
5:00 PM							
6:00 PM							
7:00 PM							

8:00 PM							

*Please note that in order to accommodate your child's recommended treatment dosage, we ask that you provide availability 10% over the recommendation (e.g., if treatment recommendation is 20 hours/week, please provide us with at least 22 hours/week to potentially schedule that treatment time).*

Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Primary Caregiver Signature: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

# ABA SUCCESS



## Client Services Agreement Signature Page

I have read and agree to the policies as detailed in this Client Services Agreement. I acknowledge that these terms may be modified and acknowledge that as a parent I will be notified in a timely manner:

Child's Name (print) \_\_\_\_\_

Parent's Name (print) \_\_\_\_\_

Parent's Signature \_\_\_\_\_

Date \_\_\_\_\_

Parent's Name (print) \_\_\_\_\_

Parent's Signature \_\_\_\_\_

Date \_\_\_\_\_

ABA SUCCESS Representative \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

