



## ABA Service Agreement and Consent Form

This document contains important information about Grand Valley Behavior; Services and Consulting applied behavior analysis (ABA) professional services and practice policies. It is important that you read through this information carefully and ask questions for clarification at any time. When you sign this document, it will represent an agreement between you and GVBSC to provide ABA services. You, the consumer, reserve the right to withdraw at any time from these services. Again, feel free to contact GVBSC with any questions or concerns about GVBSC's ABA Services. GVBSC abides by the Behavior Analyst Certification Board's guidelines for responsible conduct.

This service agreement must be signed by patient and/or parent/guardian and obtained prior to any engagement in therapeutic services. A copy will be provided to Patient's and/or Parent/Guardians to retain for their records. If any modifications are made to this document, GVBSC will provide Patient's and/or Parent/Guardians with an updated copy signed by the GVBSC Clinical Supervisor or Practice Manager within 2 weeks. Changes to this agreement can only be made with the written permission of GVBSC.

GVBSC obtains consent for treatment and provides the following in writing to our patients: checklist of documents provided to patients and treatments clients can expect including but not limited to patient rights, parent handbook, financial agreements, responsibilities of all parties, aba therapy services, consultation, and HIPAA supporting documents

This Agreement is signed, executed, and entered into by GVBSC and \_\_\_\_\_(Patient/parent/guardian) of \_\_\_\_\_ (Patient) on \_\_\_\_\_ (date). I/We are entering into this contract with GVBSC voluntarily. This contract will remain in effect from this date, \_\_\_/\_\_\_/\_\_\_, until either party wishes to terminate this agreement. If GVBSC initiates termination of services, we will provide written notice.

This contract is for ABA therapy assessment and treatment including parent/caregiver training provided by GVBSC.

### Nature of Treatment

I have been informed of the specialties of GVBSC, the nature of ABA services, and the potential risks and benefits ABA Treatment. ABA services at GVBSC include "new ABA," meaning that services are trauma assumed and provided with compassionate care to patients who consent/assent to care. "New ABA" services at GVBSC are provided in multiple setting by staff who prioritize relationships, use natural contingencies and reinforces, focus on skill building, encourages and respects neurodiversity, and are certified in Skills Based Treatment and Professional Crisis Management. I understand that while GVBSC may offer other services in addition to ABA, and that I may elect to engage them for these additional services, this contract is related only to my child's ABA treatment. I further understand that the clinical staff providing ABA treatment to my child are professional behavior analysts and paraprofessional behavior technicians and, unless otherwise noted, are not practitioners of other disciplines.

I/We have been given information that ABA therapy is evidence-based and discussed with GVBSC the meaning of such therapies in comparison to alternative treatments. General information about ABA therapy has been thoroughly explained and I have been given time and space to get all my questions answered in a manner that I understand. I/We understand that GVBSC has made no guarantees about my child's progress or the outcomes my child will experience because of participating in ABA treatment. ABA services GVBSC are administered by paraprofessional behavior technicians and administered and supervised by professional behavior analysts. I/We understand that the role of the behavior technician is to implement



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treatment as prescribed by the behavior analyst under the supervision of the behavior analyst. The behavior analysts and senior clinical staff will monitor the ABA services provided to my child and me by individual therapists and consultants. These staff members are employees of GVBSC and will be supervised accordingly. Please see the Caregiver Handbook for more information on the roles and responsibilities of each party.

## Services Offered

GVBSC abides by the Behavior Analyst Certification Board Guidelines for Responsible Conduct

- Admission into ABA services will be available to children, adolescents, and adults with or without a diagnosis based on the need/desire to modify established behaviors. Certain provisions may apply regarding diagnosis if someone is seeking funding for the service through a third party, such as private insurance or Medicaid.
- When needed, GVBSC will provide the client/family with contact information for other professionals who may be better able to assist with the client's needs if GVBSC cannot meet specific treatment needs.
- Services will focus on the development and implementation of an ABA treatment plan. ABA services will be provided by Behavior Technician or Registered Behavior Technician under the supervision of a Board-Certified Behavior Analyst (BCBA), Board Certified Assistant Behavior Analyst (BCaBA) or a highly trained Behavior Analyst under the supervision of a BCBA.
- GVBSC provides ABA services based on the client's current level of individualized need. The treatment plan will structure antecedent and consequence-based strategies that are skill based, functionally equivalent, and non-aversive.
- Behavioral assessment results are available to the client and/or family, and a preliminary treatment plan meeting will be scheduled with the client and ABA professionals to review the proposed service type(s), treatment plan goals and objectives, recommended duration and length of treatment, and a discharge plan for the client.
- Upon discharge, recommendations will be provided to support continued progress or address persisting concerns.
- The contents of both the assessment and treatment plan will be explained to the client and/or family, and GVBSC staff will willingly answer any related questions about the assessment or proposed service. GVBSC understands that this information is confidential and will abide by established confidentiality policies and procedures.
- In addition to direct ABA treatment, ABA services also include training and ongoing consultation in the principles of applied behavior analysis as they pertain to the client's treatment plan with family, educators, and any related service providers.

## Assessment, Preparation, and Participation

It is important for any individual to be able to perform at their best during an assessment. Please let the GVBSC ABA office know of any illness or changes in medication or diet that may necessitate an assessment to be re-scheduled. Grand Valley Behavior believes in non-aversive, trauma-informed care using an integrated treatment approach to create a positive learning experience for any individual. Thus, GVBSC also asks that our clients and/or families share information about an individual's preferences, dislikes, and needs that may arise during a clinical assessment. An initial assessment may be conducted to make recommendations, but the complete assessment process may take 8-15 total hours, or possibly longer, depending on the specific assessment procedures needed.

Upon completion of the assessments, clients and/or guardians will receive a review copy before submission to insurance. Services will not begin until insurance approval is received, or a self-pay agreement is in place. Once authorization is in place, GVBSC will assign staff, set a therapy schedule, and begin services. During ABA therapy, you may observe therapists using technology to collect data, write notes, provide instruction, and/or use as reinforcers. The content of therapy sessions will be



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individualized according to treatment needs. This may include structured table time, toy / game play, outside play, contrived and/or casual conversation activities, daily living skills instruction, etc. Therapy services will also include implementation of empirically validated behavior modification procedures. If at any time you have questions about the content/schedule of therapy, contact your assigned behavior analyst.

Staff changes may transpire throughout the duration of treatment for clients due to many reasons. However, staff changes would only be considered and implemented with parent/caregiver collaboration and approval. Staff changes for both the supervising staff (BCBA, BCaBA) and direct care staff (RBT) may transpire from one/more of the following reasons:

- Clinical needs such as:
  - Generalizing skills
  - Increasing opportunities for social aspects
  - Providing new skill sets from fellow staff members
  - Ensuring treatment fidelity (e.g., multiple different staff are seeing the same skill deficits and/or provide consistent implementation of treatment programs)
  
- Personnel Changes or Client re-location to another region
  - Client changes in insurance coverage (this would dictate what would be covered by insurance)
  - Insurance changes to policies and procedures covering ABA services
  - Client needs (e.g., behavioral, skill deficits, age range, etc.)

Assessments are typically conducted bi-annually. An updated treatment plan will be provided per authorization or update period.

Additionally, parent/caregiver participation is an expectation of service. Participation may include team meetings, data collection, and implementation and involvement in the implementation of recommended strategies. If there is lack of involvement, GVBSC reserves the right to reconsider the appropriateness of service.

## Appointments

GVBSC's ABA staff is committed to providing consistent, reliable service as scheduled and agreed upon by the client/family. GVBSC proposes a preliminary set of hours for ABA services within the initial treatment plan, considering medical necessity (physician recommendation or prescription) and results of the behavioral assessment. A monthly or weekly schedule of service will be worked out between the client/family and Grand Valley Behavior staff assigned to the case. Regular attendance is key to seeing progress in your child's therapy session. Multiple cancellations are a hindrance to your child's progress and an inconvenience to the therapists. Please refer to our cancellation policy below:

- More than 2 sessions missed with less than 24 hr notice in a one-month period will result in a warning letter from GVBSC detailing our cancellation policy.
  - Cancellations with less than 24hrs notice after receiving a warning letter will be charged a \$50 cancellation fee.
- Sessions cancelled with at least 24 hrs. advanced notice will not be charged.
- Sessions cancelled with less than 24 hrs. due to contagious illness (fever, vomiting, diarrhea, pink eye, contagious rash, etc.) will not be charged.





- Scheduled family vacations/other scheduled periods of absence will not result in any charges; however, prior notice is required.
  - Consult with your BCBA to determine the course of action if you are taking a long break from services.
- Other emergency situations will not warrant any additional charges.

Families and therapists are encouraged to reschedule missed therapy sessions. In any situation where multiple sessions must be missed, re-evaluation of the client may be required to best determine the subsequent plan of action.

## Sick Policy

Fevers are common in young children and are often a signal that something is wrong. Please do not bring your child to therapy if he/she has a fever of 100.4 F or higher. Our policy is that your child must remain free of fever for 24 hours, without medicine, before returning to services. This means that if your child is picked up at 3:00 p.m., but still has a fever at 6:00 p.m. or later, he/she cannot return to the therapy the next day. The 24 hours begins when your child's fever has broken and remains in a normal range without medication.

Diarrhea / Vomiting due to illness is highly contagious. If your child has these symptoms, please keep him/her home. If your child has 2 or more diarrhea episodes, or any uncontained diarrhea while at therapy, you will be called to pick him/her up. Our ABA Technicians use proper hand washing techniques between diaper changes but, please understand that germs from diarrhea can be spread through carpets, toys, swings and direct contact. It is very difficult to keep from spreading these germs to other children. If your child vomits while at therapy, you will be called immediately to pick him/her up. Please keep your child at home until 24 hours after the vomiting has stopped. When children return too soon, there is a much higher rate of recurrence and contagiousness.

Colds are a common occurrence. However, there are some symptoms that warrant keeping a child at home. These include, but are not limited to, bad cold with hacking or persistent cough, green or yellow nasal drainage, and productive cough with green or yellow phlegm being coughed up. These symptoms may be present with or without a fever. If your child just has a cold, please notify their ABA Technician. We encourage extra fluids and proper hand washing.

Please see the Caregiver Handbook for additional information.

## Communication

GVBSC is committed to responding to any questions or comments regarding ABA Services in a timely manner. The Behavior Specialists, Behavior Analysts, and ABA Program Managers are committed to providing the best quality service to clients, which includes timely, professional communication. The clients will be provided with the telephone numbers and email addresses of those individuals involved in direct treatment service and planning. However, basic information about Grand Valley Behavior's ABA Services is available through our website ([www.grandvalleybehavior.com](http://www.grandvalleybehavior.com)). More detailed inquiries (non-case related) and referrals for ABA service should be directed to the ABA Program offices.

Grand Valley Behavior does not offer on-call coverage for ABA services and programs on a 24-hour basis. Clients may contact their ABA Program office with questions or comments by telephone or email. Concerns may also be directed to Grand Valley Behavior's management.

Grand Valley Behavior Contacts:



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Jessica Mulvey, Owner: [jmulvey@grandvalleybehavior.com](mailto:jmulvey@grandvalleybehavior.com)  
Nathan Phillips, Manager: [nphillips@grandvalleybehavior.com](mailto:nphillips@grandvalleybehavior.com)

## Consent for Treatment

I/We attest that we have the legal authority to consent to treatment for \_\_\_\_\_. The potential risks and benefits of ABA treatment for my child have been explained to me, including but not limited to:

- Potential Benefits: increasing functional communication skills, decreasing problem behaviors and general behavior management, increase in social skills/social functionality, individualized treatment, and skill acquisition.
- Potential Risks: new emerging behaviors, increase in behaviors, increase in agitative behaviors during therapy, ABA therapy may not be effective in all cases, rapid progress is not guaranteed etc.

I/We give GVBSC permission to provide ABA services in the home, center, and community locations. I/We understand that our cooperation with the treatment plan is essential to fostering the best possible outcomes for my child. As such, I/We agree to cooperate with GVBSC's efforts to provide services to my child and my family. I/we will participate in the development of the treatment plan, treatment goals, and treatment protocols with the behavior analyst. I/We further agree that I/We will follow through with any agreed upon interventions recommended by the staff of GVBSC. I/We further agree that in the event that I/We have concerns with the proposed treatments, we will immediately express these concerns to our behavior analysts and work with them to identify agreeable treatment options. I/We understand that failure to comply with agreed upon treatment and/or participate in parent training may be grounds for dismissal and termination of ABA services. I/we understand that I have the right to withdraw consent for any specific treatment without penalty.

## Requirements to Provide Services

For GVBSC to provide services, the following must be true:

- GVBSC discussed expectations surrounding parent training
- GVBSC discussed the ethics code and credentialing of staff (good place to discuss dual relationships)
- GVBSC discussed any location-based parameters (i.e. if in home must pass safety check)
- GVBSC discussed requirements surrounding clients who display dangerous behaviors and GVBSC's crisis management procedures and policies.

## Indemnification

I/We understand that there is a risk associated with any type of therapy or intervention, however, GVBSC does everything possible to minimize risks. I/We agree that to the fullest extent permitted by law, GVBSC shall not be liable to the Client for any special, indirect, or consequential damages whatsoever, whether caused by GVBSC's negligence, breach of contract, or other cause or causes whatsoever including, but not limited to, loss of ABA services and the costs related to locating a new provider of such ABA services. This does not include willful or intentional wrongs. I also understand that therapy outcomes are dependent on several variables and success cannot be guaranteed. I understand that failure to adhere to treatment recommendations by GVBSC's staff may impact the success of my child's progress and that I am responsible for being a willing and active participant in this process. I understand that continual non-compliance with adhering to treatment recommendations may result in termination of services.



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## Privacy

I/We understand that we have rights to privacy under HIPAA and that we have received a written notification outlining these rights in the HIPAA Privacy Policy.

## Patient Rights and Responsibilities

- Patients have the right to be treated with dignity and respect.
- Patients have the right to effective and least restrictive treatment.
- Patients have the right to discuss treatment options and medical necessity of interventions and/or treatment programs.
- Patients have the right to be involved in treatment programming and goal selection for their or their dependent's treatment plan.
- Patients have a right to individualized treatment planning.
- Patients have a right to privacy and security of PHI in accordance with HIPAA laws.
- Patients have a right to a copy of their medical records and to choose which records they wish to disclose with GVBS
- Patients have a right to have information explained in a manner in which is understandable to them.
- Patients have a right to refuse treatment.
- Patients have a right to use alternative treatments. (Van Houten, R., Axelrod, S., Bailey, J. S., Favell, J. E., Foxx, R. M., Iwata, B. A., & Lovaas, O. I. (1988).
- The right to effective behavioral treatment. *The Behavior analyst*, 11(2), 111–114. <https://doi.org/10.1007/BF03392464>

Patients have a right to:

- a therapeutic environment
- services whose overriding goal is personal welfare
- treatment by a competent behavior analyst
- programs that teach functional skills
- behavioral assessment and ongoing evaluation
- the most effective treatment procedures available

## Limitations of this Agreement

It is agreed between the parties hereto that nothing in this agreement shall be construed as giving either party any control or direction over the operation and management of the property or affairs of the other, nor shall anything in this agreement be construed as limiting the rights of either party to affiliate or contract with any other person or persons for providing of services during the term of this agreement.

## Concerns with the practice of ABA

If I/we have any concerns about our child's treatment I/we understand that if there are any concerns about treatment and our rights I/we can contact Nathan Phillips, Practice Manager, within the organization further about our rights. I/We understand that if at any time there are complaints or grievances, I/we may contact Nathan Phillips, Practice Manager within the agency, Behavior Analyst Certifying Board, the Behavioral Health Credential of Excellence, and/or the Colorado State Office.

## Discharge/Termination of Services

As the consumer, you reserve the right to ask for treatment team changes or withdraw from services at any time from these services. This agreement involves an understanding from you, the consumer, to follow through with treatment plan suggestions to maximize your child's treatment progress. Failure to adhere to the treatment recommendations may contribute to potential discharge and/or transition of services. Furthermore, if disagreement regarding behavior change procedures





and/or treatment plan goals occur, you, the consumer, will work with the BCBA to alter said goals. Justification and clarification for behavior change procedures will be thoroughly explained so you the consumer will understand reasoning for implementation. Upon agreement of plan/goals, failure to adhere to the plan will result in termination of treatment. Discharge may also occur if GVBSC is unable to meet your scheduling/ treatment needs due to staff availability.

**Other reasons for discharge/termination:**

- Caregiver/client request
- Inadequate progress despite treatment fidelity over a substantial period of time (criteria will be discussed with BCBA prior to discharge)
- Complete outcome of service: Client's referred excesses and deficits have been addressed and remediated. All problem behaviors identified at entry of service have been addressed and are exhibited within typical ranges. This may also include age-appropriate ranges of development on standardized testing in the areas of diagnostic criteria, cognition, language (basic speech and language as well as a pragmatic language), social problem solving, executive functioning, and adaptive skill functioning.
- Insurance cancellation or changes affecting authorization approval
- Failure to pay bill according to agreement
- Behaviors/challenges are determined to be outside the scope of our expertise
- Scheduling conflicts resulting in inadequate staff availability
- Abusive and/or inappropriate behavior/language towards staff
- Failure to provide a safe, effective learning environment
  - Unsanitary conditions
  - Parent/spouse conflict
  - Substance abuse
  - Household pets not contained
  - Siblings/outside individuals interfering with session times

GVBSC and its employees are considered mandated reporters. If there is suspicion of abuse or neglect, we are required by law to report our concerns to the appropriate authorities. If the circumstance is such that it places our staff in an inappropriate, uncomfortable, or dangerous situation, services will be immediately terminated.

**Financial Agreement Policy**

Grand Valley Behavior believes that part of good health care practice is to establish and communicate an office and financial policy to our patients. We are dedicated to providing the best possible care for you, and we want you to have a full understanding of our policies.

The Financial Agreement is intended to provide patients/legal guardians with an understanding of the financial aspect of healthcare services provided at Grand Valley Behavior. Patients/legal guardians should read this agreement carefully before deciding and proceeding with care.

1) **INSURANCE:** We are participating providers with most insurance plans. We will file all the claims for these plans. Please remember that insurance is a contract between the patient and the insurance company and ultimately the patient is responsible for payment in full. As a courtesy to our patients, we will verify your insurance coverage, however, our verification is not a guarantee of benefits payable by your insurance. To bill your insurance and to meet filing guidelines we do ask for a



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copy of your insurance card and a photo ID. If our providers are not listed in your plan's network, you may be responsible for partial or full payment.

2) **POLICY ON NON-COVERED SERVICES:** This office offers access to many innovative services and procedures, some of them are deemed as "not covered" by insurance. You will be responsible for payment in full at the time of service.

3) **RESPONSIBILITY FOR PAYMENT:** You understand that you are financially responsible to Grand Valley Behavior for charges not covered by the assignment of insurance benefits and all non-covered charges.

4) **AUTHORIZATION & ASSIGNMENT OF INSURANCE BENEFITS:** You authorize Grand Valley Behavior to furnish information to insurance carriers concerning treatments and hereby assign to Grand Valley Behavior all payments otherwise payable to me for Grand Valley Behavior services.

5) **SELF PAY PATIENTS WHO ARE INSURED:** Self-pay patients will be identified when they make the initial contact with the office and will be defined as a patient who has no health insurance coverage of any kind, including federal and state health care programs such as Medicare and Medicaid or other insurance coverage such as insurance provided by a school, or AFLAC

a) does not claim third party liability for the patient's health care treatment

b) has no other responsible party covering the expenses associated with the care received from our office Self-pay patients will be required to pay \$425 for the Initial Assessment (up to 6 hours) prior to scheduling.

6) **BILLING AND COLLECTION FEES:** Grand Valley Behavior will submit a claim for payment to your insurance company. In the event your insurance carrier/company denies the services provided, you will be responsible for the payment in full. We appreciate prompt payment in full for any outstanding balance. If your account is turned over to our collection agency, you agree to pay an additional \$50.00 fee to cover the fees imposed to Grand Valley Behavior by the collection agency to collect the outstanding balance.

7) **PAYMENT:** is expected at the time of invoice. Payment will include any unmet deductible, co-insurance, co-payment amount, charges not covered by your insurance company. Any additional charges incurred will be invoiced the first (1) week of each month. All charges are due on or before the fifteenth (15) of each month.

8) **INVOICING:** Notification will be sent to the mailing address on file. Notification will be sent the first (1) week of each month for the prior month. All charges are due on or before the fifteenth (15) of each month via check or through GVB's client portal.

## Insurance and payment

GVBSC is in network with several insurance companies. Upon approval for services, we will bill insurance directly for services rendered. This requires the release of PHI for billing purposes. By agreeing to services covered by insurance, you agree to the release of this information. The client is responsible for co-payments and or deductibles as assigned by the insurance. As part of our provider agreement and your contract with your insurer, GVBSC is legally required to collect copays. Copays can be collected at the time of services or billed at a later date. Failure to pay copays without an agreement in place may result in loss of services. If you have a concern about ability to pay, contact Nathan Phillips to discuss payment plan options. There are several grants available to assist with ABA copays. These include:

ACT Today and ACT Today for Military Families- <http://www.act-today.org>

Autism Cares- <https://autismcaresfoundation.org>

Ezra B Smith Foundation- <http://www.ebsmithfoundation.org>

The Autism Community in Action Now- <https://tacanow.org/family-resources/autism-grants/>

United Healthcare Children's Foundation- <https://www.uhccf.org/apply>

Refer to <http://www.autismsupportnetwork.com/resources/autism-grants-unitedstates> for a more complete list.



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If there are insurance payment issues, we will attempt to resolve any disputes with the insurance company. The client will be responsible for any discrepancy that cannot be resolved with the insurance company (i.e., paying for sessions if we go over the allowed amount, insurance denial despite approved authorization etc.).

If your insurance policy changes, you are responsible for notifying the company as soon as possible to avoid any lapse in services. Failure to provide sufficient notice and documentation of policy changes may result in additional charges for services rendered and a suspension of services until new insurance approval is granted. If a suspension in services occurs, we will not be able to guarantee your child(s) therapy schedule will be reserved.

### Co-Pay & Self Pay:

Your Co-Pay amount will be determined based upon your specific insurance policy. You will be notified of your specific responsibilities for rendered services. You have the right to alter the hours for RBT/Supervisor at any time upon discussion with your Supervisor. Any changes will warrant a new contract. Private Pay cost for services will be:

- \$50 per hour for ABA services rendered by a Behavior Technician (RBT)
- \$95 per hour for services rendered by a BCBA / Supervision service. An initial assessment will cost.
- \$425 for an assessment.
- \$23 per trip for transportation to and from the clinic.

### Consent

Your signature below indicates you have received and read the information in this document and agree to be bound by its terms. I also understand and agree that such terms may be amended by the practice at any time. All parents/legal guardians' consent is required prior to implementing ABA services.

### Changes to the Contract

If the terms change within this agreement, the agency will notify the family/client in writing immediately and a new agreement or amendment will need to be executed.

Signature Parent/Guardian #1: \_\_\_\_\_  
(Print) Parent/Guardian #1: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

(Signature) Parent/Guardian #2: \_\_\_\_\_  
(Print Name) Parent/Guardian #2: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

(Signature) Name of [Owner/Clinical Director]: \_\_\_\_\_  
(Print Name) [Owner/Clinical Director]: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_

