**ABA Service Agreement & Consent Form**

This document encompasses important information regarding Momentum Behavioral Services Applied Behavior Analysis (ABA) practice policies and professional services. It is necessary to thoroughly read through the following information (as well as information from the treatment plan) and ask for clarification at any time. Upon signing this agreement, you the consumer, will adhere to an agreement between you and Momentum Behavioral Services to provide ABA services.

**Services Offered**

Momentum Behavioral Services abides by the Behavior Analyst Certification Board (BACB) Guidelines for Responsible Conduct

* ABA and Caregiver training services will be based on development and implementation of a functional behavioral assessment and an ABA treatment plan. Caregiver Training services will be provided by a Board Certified Behavior Analyst (BCBA).
* Momentum Behavioral Services provides ABA and caregiver training services based upon the client’s current level of individualized needs. The treatment plan will contain antecedent and consequence-based strategies that are skill-based, functionally-equivalent, and non-aversive.
* Behavioral Assessment/Treatment Plan results are available to the client and/or family. Treatment Plan goals are included in the client’s Skills Page where any targeted behaviors, daily session notes, or data collection are stored. Treatment plans and data will be reviewed with the client/family on a monthly basis, or available upon request.
* Momentum Behavioral Services abides by HIPPA and BACB Ethical Standards regarding confidentiality. The client’s information will never be shared with others aside from authorized personnel. This includes therapists working with the client and household parents/guardians. If enrolled in school, the school system will not have access to the client’s information without written consent. Even with written consent, it is up to the discretion of Momentum Behavioral Services what information can and will be released. Any information released will strictly be on a case-by-case basis.
* In addition to direct ABA caregiver training services, treatment will also include training and ongoing consultation following the research-based principles of ABA as they pertain to the client’s treatment plan. Aside from family, consultation may occur with other educators and any other related services providers upon approval.
* Upon your request, Momentum Behavioral Services will collaborate with other service providers that offer evidence based therapies or techniques such as Speech, OT, educators. While you have the right to enroll your child in any program you deem appropriate, due our ethical guidelines, we cannot participate in services that do not have research and scientifically established methods supporting them. Collaborating with other professions is done at the benefit of your child. Suggestions of other providers for techniques or goals to be incorporated in ABA therapy will be taken into account by the BCBA but they reserve the right to refuse implementation if it is outside our scope of practice or is in opposition to the researched, scientifically based practices that we adhere to.

**Assessment, Participation, and Standard Treatment Procedures**

Parent/guardian participation is a **mandatory** expectation of delivery of services. Participation may involve team meetings, data collection, and more importantly, implementation and involvement in the implementation of recommended strategies. Specific level of involvement will be discussed/ agreed to at outset of service implementation. If there is lack of involvement, Momentum Behavioral Services reserves the right to reconsider the appropriateness of services. Consultations will involve progress monitoring, abrupt changes in behavior, major transitions, current level of service needed, and potential barriers in treatment to strive toward positive results. In order to achieve consistency across settings, generalization of skills, and increased likelihood of success, parent training will be a necessary component for your child’s progress and implementation of services. Parent meetings/training is recommended to occur at least monthly. A parent/guardian or designated adult (over the age of 18) is required to be present during all sessions.

Upon authorization by insurance, or written agreement in self-pay cases, an initial assessment will be scheduled. Momentum Behavioral Services strives to provide non-aversive care using an integrated treatment approach to create a positive learning experience for any individual. An initial assessment may include observations of clients in the potential treatment setting, interviews with family members, and a clinical assessment. During an assessment interview Momentum Behavioral Services 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 as well as to provide input into the treatment plan. Initial interviews may be conducted to make recommendations; however, clinical assessments must be conducted to determine an appropriate and effective course of action regarding treatment. Clinical assessments may include standardized assessments of language, daily living, and social skills as well as 1:1 interaction with the client. Depending upon the specific assessment procedures required (this is determined on an individualized standard), the assessment process (development of the initial treatment plan) may take a total of 10-15 hours, or possibly longer. Assessments may take upwards of two weeks to complete for submission to insurance. Insurance standards mandate that assessments/authorization requests occur every six months.

Upon completion of the assessments, clients and/or guardians will receive a copy to review prior to submission to insurance. Services will not begin until a self-pay agreement is in place. Once authorization is in place, Momentum Behavioral Services will 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 individualized according to treatment needs. This may include structured table time, toy/ video 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 supervisor.

Services are implemented by paraprofessional staff and overseen by a Board Certified Behavior Analyst.

Assessments are typically conducted bi-yearly. An updated treatment plan will be provided per authorization or update period. Additional assessments include, but are not limited to:

* Evaluation of treatment progress
* Modification and additions of treatment goals
* Administration of standardized assessments:
  + ABAS, PDDBI, SRS, Vineland, etc.
* Development of FBA/BIP
  + If this doesn’t occur at the onset of services, your child’s supervisor will thoroughly go over and obtain written consent for development and any modifications that alter the implementation or outcome of the BIP.

**Appointments & Cancellation Policy**

Momentum Behavioral Services is committed to providing consistent and reliable services as scheduled and agreed upon by the client/family. Upon initial treatment, a preliminary set of hours/days for ABA services are discussed. Changes with this schedule will require notice. Regular attendance is key in seeing progress in your child’s behavior. Please refer to our cancellation policy below:

* 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*.
  + If you, your child, or anyone else in the household is experiencing a temperature above 100.4, gastrointestinal distress, productive cough, or other potentially contagious symptom, contact your case supervisor to discuss appropriateness of service delivery that day.
* **Sessions cancelled with less than 24 hrs**. due to reasons other than contagious illness will result in a warning letter detailing our policies.
  + *If another session is cancelled with less than 24 hrs notice within a 6-month period, you will be charged a $20 cancellation fee*. This fee will be due immediately at the start of the next scheduled session.
* Multiple cancellations are a hindrance to your child’s progress and an inconvenience to the therapist.
  + More than 5 cancellations in a three-month period will result in being charged at the regular therapy rate ($75/hour).
  + More than 3 sessions missed with less than 24 hr. notice in a two-month period will result in immediate termination of the therapeutic contract.
* **Scheduled family vacations/other scheduled periods of absence will not result in any charges; however, prior notice is required. Vacations that last more than two consecutive weeks may result in loss of your child’s therapy spot. 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 case where an extended period of time must be missed, re-evaluation of the client may be required to best determine the subsequent plan of action.

***Families will receive an official warning letter if any of the abovementioned events occur. This letter will be delivered via USPS.***

**Communication**

Momentum Behavioral Services is committed to responding to any questions, comments, or concerns regarding ABA services in a timely manner. We strive to provide the best quality services to clients, which includes timely and professional communication. The clients will be provided with telephone numbers and email addresses of those individuals involved in direct treatment services and planning. However, basic information regarding Momentum Behavioral Services ABA services can be easily viewed at [www.momentumbehavioral.net](http://www.momentumbehavioral.net).

Momentum Behavioral Services does not offer on-call coverage for ABA services and programs on a 24-hour basis. Clients may contact their program supervisor Monday-Friday from 8:00 AM to 8:00 PM (or during your scheduled appointment time), or by email.

**Momentum Behavioral Services Contacts:**

**Leticia “Cassi” Santos, Owner-** [**lcassisantos@gmail.com**](mailto:lcassisantos@gmail.com)

Any concerns regarding your therapy schedule, therapy program or treatment team should be directed to the supervisor in charge. The supervisor will do his/her best to address the concerns which may include replacement of treatment team members. If concerns are not addressed by the supervisor if it is outside the scope of his/her role, please contact the Clinical Director, Leticia “Cassi” Santos. Issues with or questions about insurance/payments should be directed to the Leticia “Cassi” Santos.

Momentum Behavioral Services strives to provide the best services to our clients. We uphold our staff to the highest professional standards. Employees are expected to communicate with clients and caregivers with utmost respect. We also expect caregivers to interact with our staff respectfully and appropriately. This includes inappropriate conversations with staff, abusive language, physical altercations, etc. The therapeutic relationship between our staff, your child, and you is extremely important. Any concerns about the professional relationship between staff and caregivers will be addressed directly by your supervisor and a plan will be agreed upon. If issues continue to arise, Human Resources will contact you to discuss a plan moving forward. If there continues to be a concern or if the situation is severe enough to warrant, services will be immediately terminated and you will be provided with a list of alternative providers.

Momentum Behavioral Services employees are required to maintain professional boundaries with clients and their families. We will never solicit or accept testimonials regarding our services, allow personal or charitable fundraising, accept gifts, or post client information on websites, social media, or other photo sharing sites.

**Methods of Communication**

Momentum Behavioral Services uses email, text messages, and phone calls as diverse platforms of communication. Many documents will be delivered electronically and requested for signature. If you would prefer paper copies, please notify the Clinical Director, and/or Owner your preference of document delivery and processing. In the event paper copies are preferred, there may be delays in document delivery, insurance processing, and or scheduling for your child.

Your consent for document delivery and methods of communication can be found on the ***Consent for Electronic Delivery and Communication*** form. If at any time your preferred method of communication changes, please allow up to 10 business days for processing and paper delivery to reflect preferred modifications.

**Client Rights and Remedies:**

Clients/Guardians have the right:

* to be informed of all treatment procedures including risks and benefits
* to have input on treatment plans including goals, reinforcement, potential aversive protocols, etc. \*
* to request copies of medical files including treatment plans, progress charts, etc.
* to ask for staff changes \*\*
* to refuse treatment suggestions \*
* to terminate services without notice \*
* to consent to release of PHI to medical/educational professionals, other family members, or anyone else you deem essential to treatment fidelity and success

Grievance Procedure:

* Contact your case supervisor if you have concerns regarding your technician, treatment plan, or other concerns relating to your child’s programming.
  + The supervisor will meet with you to address your concerns and offer resolutions.
    - Resolutions may include more training for staff, change in provider, change in treatment plan, etc.
* If the supervisor is unable to resolve the issue or if the grievance is with the supervisor, contact the Clinical Director to discuss options for resolution.
* If your concern is serious enough to warrant outside intervention, the following entities can be contacted:
  + Behavioral Health Center of Excellence (BHCOE)- https://bhcoe.org/become-a-bhcoe/report-a-compliance-concern/
  + Behavior Analyst Certification Board (BACB)- <https://www.bacb.com/ethics/#ethics_reporting>

\*See Discharge/Termination agreement for more information

\*\* Momentum Behavioral Services cannot guarantee immediate availability of new staff

**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 supervisor 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 Momentum Behavioral Services is unable to meet your scheduling/ treatment needs due to staff availability.

**Reasons for discharge/termination:**

* Caregiver/client request
* Inadequate progress despite treatment fidelity over a substantial period of time(criteria will be discussed with supervisor 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.
* Failure to pay bill according to agreement
* Disagreement/failure to follow through with treatment plan as agreed
* 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

Momentum Behavioral Services and its employees are considered mandated reporters. If there is suspicion of abuse or neglect, we are required by law to report the 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.

If services are terminated by Momentum Behavioral Services you will be provided with a list of alternative providers.

**Company Trainings**

Momentum Behavioral Services strives to continuously strengthen our employee’s skills in order to provide the best quality services for our families. In order to make these accommodations, there will be annual trainings held for Momentum Behavioral Services employees that will inadvertently interfere with therapy sessions. We will ensure to provide ample notice so you can plan accordingly for therapy sessions missed.

Furthermore, upon signing this contract, you agree to allow fellow Momentum Behavioral Services employees and/or future employees to shadow your child during therapy sessions strictly for training purposes. These individuals are obligated to sign confidentiality agreements prior to entering any family(s) homes in order to maintain privacy. The individuals shadowing may/may not be someone intended to work with your child. Unless otherwise notified by the supervising BCBA, these individuals are solely gaining training experience. The supervising BCBA will notify you of any individuals planning to shadow during therapy sessions.

**Insurance and payment**

Momentum Behavioral Services is not accepting insurance at this time and is private-pay only.

Upon approval for services, we will bill the responsible party for services rendered. The client is responsible for payments. As part of our provider agreement and your contract with your insurer, Momentum Behavioral Services is legally required to collect payment at time of service. Failure to pay may result in loss of services. If you have a concern about ability to pay, contact Leticia C Santos 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>

You can also refer to <http://www.autismsupportnetwork.com/resources/autism-grants-unitedstates> for access to a more complete list

*For out-of-pocket services, you have the right to alter the hours for at any time upon discussion with your Supervisor. Any changes will warrant a new contract.*

**Consent for Services:**

I am consenting to services from Momentum Behavioral Services for the following:

**\_\_\_\_\_ Consent to receive ABA services to include the intake assessment and subsequent 1:1 services**

**\_\_\_\_\_ Consent to receive Consultative Services only**

**Informed Consent**

Your signature below indicates you have received and read the information in this document. Consent by all parents/legal guardians is required for implementation of ABA services. By signing this agreement, you consent to receiving ABA treatment in the manner in which it’s described above.

These policies have been fully explained to me and I have had all questions answered in relation to the information provided in this document. I also understand I have the right to withdraw my consent at any time.

I fully and freely give my consent for services to be implemented as proposed.

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Printed Name Date

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Signature of Parent/Guardian Date

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Momentum Behavioral Services Representative Date

*This contract will be updated yearly. Due to these circumstances, a new contract will require signature on a yearly basis, or as changes arise.*