



## THE FAST TRACK TO BETTER BEHAVIOR

### INFORMED CONSENT FOR APPLIED BEHAVIOR ANALYSIS (ABA)

Please read the entire document carefully, and ask a member of Albert Knapp & Associates (AKA) any questions for clarification. There will be no modifications to any statement or policy in this document, except when provided in writing and signed by the President of AKA; Albert Knapp, Psy.D., BCBA-D, RPT-S and the party to which the modification applies.

The following document contains information regarding the provision of Applied Behavior Analysis (ABA) services provided by Albert Knapp & Associates, a Psychological Corporation (AKA). All services provided by AKA are delivered by individuals who are licensed or credentialed, or by individuals who are supervised by a licensed or credentialed professional.

#### Professional Background

All licensed or credentialed providers by law must provide their license or credential number upon delivery of services. If services are provided by an individual under the direct supervision of a licensed/credentialed professional, that person will provide both their credential number and the license/credential and contact information of their supervisor.

All individuals who provide services at AKA are subject to the law and ethics of numerous governing bodies, including the Behavior Analytic Certification Board (BACB).

#### Confidentiality

You are entitled to privacy in regard to the pursuit of ABA services for yourself and/or your children. This means your clinician cannot share, without your express written permission, that you are working with AKA. There are, however, some exceptions to this. Limits to confidentiality include the following items:

1. AKA is required by law to report to the authorities the following circumstances: Suspected past, current, or the possibility of future child abuse/neglect. Suspected past, current, or the possibility of future viewing/dissemination of child pornography. Suspected past, current, or the possibility of future elder/dependent adult abuse/neglect. If the client is a danger to himself/herself or if AKA has knowledge that the client is a danger to someone else. In the event that a report has to be made, AKA will make all efforts to include the client/parent/legal guardian in this process; however, understand that this is not

always possible. AKA is committed to working through whatever issues that may arise as a result of a legally mandated report.

2. If you are utilizing your health insurance to pay for services, the insurance company may require AKA to disclose information regarding your treatment in order to determine whether or not they will pay for services, or whether or not they will reimburse you for services.
3. AKA will utilize a collection service for unpaid balances on services rendered. All efforts will be made to resolve the issue without resorting to this, but if you are unresponsive to these efforts then AKA will initiate collection services. If this occurs, understand that certain personal information will need to be disclosed to this agency. AKA will only disclose the minimum amount necessary to collect payment.
4. AKA can also ultimately be ordered by a judge to disclose clinical material. We will make efforts beforehand to try and reach a compromise if needed, but ultimately, if ordered by a judge, we must disclose the requested material. In extreme circumstances this can include the entire clinical record.
5. Although AKA is permitted to utilize phone, text and email communication, we need to make you aware that this communication can be intercepted, and therefore we cannot guarantee confidentiality. Therefore, you agree that phone, text, and email communication should be limited to only scheduling and billing matters, and whenever possible clinical matters should be discussed in-person or via secure HIPPA-compliant video platform.
6. At times, it may be beneficial for AKA to collaborate with other individuals you/your child are working with, e.g. psychiatrists, physicians, and/or other collateral service providers. If it appears that collateral service provider information would inform your child's treatment, AKA will obtain a signed release from you so that we may collaborate with this/these individual(s).
7. In the treatment of children in particular, it is very helpful for AKA to collaborate with teachers, speech therapists, occupational therapists, etc. in order to best serve your family. AKA will consult with you regarding any releases that seem appropriate, as well as discuss the nature and scope of any information shared.

### **Treatment of Children of Separated or Divorced Parents**

In the treatment of children whose parents are separated or divorced, a number of issues can arise. By signing this document, you confirm that you understand and are in agreement with the following policies:

Each parent will be given equal time with AKA staff regardless of which parent initially contacts AKA. A signed release of information will need to be obtained from the custodial parent in order to share information with the non-custodial parent.

Exceptions to these policies include but are not limited to: when a parent lives out of state, is incarcerated, has a restraining order in place against him/her, has no contact with the child/family, and/or does not have legal authority to make decisions regarding the mental health treatment of their child (as specified in court documentation). AKA is available to consult by phone with parents who live out of state, and these sessions will be billed at the agreed upon fee.

AKA will not make recommendations regarding visitation or custody. AKA does not employ forensic psychologists who are trained in this type of evaluation. Therefore, AKA clinicians will not communicate with attorneys for either parent about visitation or custody. Exceptions include when required by law (e.g. court order or subpoena).

Please provide AKA with a copy of the section within your divorce decree and/or court order that specifies legal custody agreement.

Ideally, both parents should consent to treatment. Rare exceptions are clinically determined case by case or if mandated by court documentation. Information provided by one parent may be shared with the other in order to facilitate treatment, as clinically warranted.

### **Applied Behavior Analysis (ABA) Service**

ABA services are designed to reduce/eliminate challenging or maladaptive behaviors, and teach new replacement behaviors. This is done by changing the client's environment. This includes training and teaching parents, siblings, teachers, paraeducators, etc., in how to interact with the individual, as well as creating additional support systems in the environment. Additionally, all behaviors (including maladaptive ones) serve a function or a purpose. It is very common for challenging or maladaptive behaviors to increase in duration, intensity, and/or frequency during the beginning of treatment, because the individual wants to obtain the reinforcement that was associated with the behavior that is now being withheld. Assessment in the beginning stages of treatment will be aimed at identifying the function of the behavior, creating a treatment plan, as well as identifying behavior reduction and skill acquisition goals.

Data collection will be utilized throughout this process, and used to make programming decisions.

A family member or other designed caregiver over the age of 18 must be present for all ABA services. If not available, then AKA staff will wait outside the home for 15 minutes and contact the family. If no one returns the phone call to AKA staff, then AKA staff will leave, and the families will be charged the no-show fee as per the Client Service Agreement.

At times, AKA will have new staff members shadow current cases to learn how to deliver ABA services. Furthermore, if a new staff member needs to take over a case, then shadowing will have to occur. Families are not allowed to opt out of shadowing without discussing their concerns with the Clinical Director. The Clinical Director will make the determination if shadowing would be detrimental to the client; if so, shadowing will not occur. The appropriateness of shadowing will be revisited as needed.

AKA reserves the right to determine which staff members will be assigned to each case. Additionally, AKA reserves the right to make staffing changes whenever necessary, for any reason. Families will be given as much notice as possible for staffing changes. Families can discuss staffing changes with the Clinical Director.

### Insurance Funded Services

Insurance companies that are not self-funded are legally required to cover ABA services for an individual who has a diagnosis of Autism Spectrum Disorder (ASD) if the services are determined to be medically necessary. Therefore, most insurance companies require proof of ASD diagnosis, data collection on goals, progress reports, and questionnaires completed by the family. Failure to complete insurance requirements in a timely manner may result in a lapse of ABA services. **Furthermore, it is the family's responsibility to notify AKA if there are upcoming changes to an insurance policy with as much notice as possible. If previously authorized services are delivered**

outside of the authorization period or billed to an insurance policy that the family no longer has coverage under, the family will be responsible for privately paying for these services.

### FEE SCHEDULE

If you are using insurance benefits for services, AKA will exhaust all options for ethical insurance billing. HOWEVER, there are services we provide that are not considered medically necessary or denied by the insurance company that the insurance company will not pay for. In that case, the private pay fees listed below will be billed to the client. **IT IS IMPOSSIBLE TO KNOW IN ADVANCE OF SERVICE DELIVERY IF AN INSURANCE COMPANY WILL COVER SERVICES, THEREFORE, ALL CLIENTS ASSUME RESPONSIBILITY FOR THE FEES LISTED BELOW.**

All hourly fees are billed in 15-minute increments unless it is listed as a “Flat Fee” service.

| Service                            | BCBA/BCBA-D<br>(BCBA Trainee)         | ABA Direct Staff |
|------------------------------------|---------------------------------------|------------------|
| Direct ABA Service                 | \$125/hr (\$100/hr)                   | \$100/hr         |
| Program Supervision of ABA Service | \$175/hr (\$125/hr)                   | NA               |
| FBA Hourly Rate                    | \$175/hr (\$125/hr)                   | NA               |
| FBA Flat Rate for 15hrs            | \$2,400 Flat Rate (\$1,650 Flat Rate) | NA               |

|                                 |  |          |
|---------------------------------|--|----------|
| Professional Consultation       | \$175/hr (\$125/hr)  | NA       |
| IEP Attendance                  | \$175/hr (\$125/hr)  | NA       |
| Record Review w/ 1 hour meeting | \$175/hr (\$125/hr)  | NA       |
| Progress Report Writing         | \$175/hr (\$125/hr)  | NA       |
| Parent Support and Coaching     | \$175/hr (\$125/hr)  | \$100/hr |
| Legal Matters                   | See description of legal matters below for a detailed fee schedule |          |

**Direct ABA & Program Supervision:** Direct ABA services includes a trained professional providing 1:1 ABA therapy to you and/or your child. This type of therapy is intensive and often occurs between 10-40 hours a week, depending on the clinical recommendation, which is based on the severity of behaviors and impairments.

AKA supervisors will sometimes approve direct ABA staff to deliver ABA services during various community based outings or other therapies. Goals must be targeted and data must be collected during the outings or other therapies. If this is approved, AKA staff will drive in their own car or walk with the family to the various outings in the community. This time is included in the session time. If there is a cost to deliver services in the community (i.e. parking fee, entrance fee, etc.) than the family will have to pay for AKA to be there. Families are never expected to pay for food or drinks for AKA staff.

At times AKA will have to send an alternate or sub coverage to a case. AKA will provide as much notice to the family as possible. AKA only sends out staff that are trained in ABA, and provides the alternate person with pertinent information to provide the service. Furthermore, having alternate staff members providing the service will help your child generalize skills, an important component of ABA therapy. If families deny having an alternate coverage on the same day of the scheduled service then the families are charged the same-day cancellation fee (See Client Service Agreement), for direct services and (if applicable) supervision services.

All Direct ABA services have a Program Supervision requirement. The Program Supervisor overlaps with the direct staff to provide support, feedback, and clinical guidance to the case. Program Supervision includes both face to face time with the client, as well as indirect services such as data analysis, office supervision of direct staff on case, and report writing. It is unethical for supervision to not include direct supervision, and AKA will not provide ABA services on cases where direct supervision is not provided. Families are encouraged to discuss any concerns regarding the delivery of ABA services with their supervisor first. If an unsatisfactory resolution occurs or if the concern is with the supervisor, then they should contact the Clinical Director.

The family is billed for all direct and indirect services, and payment is collected at the end of the month.

**Functional Behavior Assessments (FBA): Typically 3 Appointments:**

- 1). Clinical Interview in office or community setting along with the Direct Observation of the Client: 2-2.5 hours
- 2). Direct Observation of Client in community location: 2-2.5 hours depending on behavioral severity.

3). Review of Report with Family (1hr at office or home) or Review of Report at IEP at the child's school.

Feedback Appointment is REQUIRED. Report will not be released without a feedback session. Parent(s) will leave with copies of the report.

Typically, FBAs take on-average 8-15 hours to complete. You are billed for face- to-face time, administration of tests, scoring/interpretation of tests, analysis of data, report writing, and feedback.

If utilizing the flat rate payment option, payment in full is due at the conclusion of the first appointment. If paying hourly, payment is due at the conclusion of the final appointment.

***Professional Consultation:*** AKA will consult with other professionals (with a signed release) in order to provide the best care for you and your child. These consultations could be over the phone, via email/fax, or in person.

AKA bills for professional consultations in 15 minute increments. This is separate from any fees that the non-AKA professional may charge. It is the client or the client's parent(s), legal guardian(s), or caregiver(s) responsibility to be aware of all fees associated with consultation. **Insurance does not pay for professional consultations, therefore consultations in excess of 15 minutes will be billed the private rate fees described above.**

***Individualized Education Program (IEP) Meeting:*** AKA clinicians can attend and participate in your child's IEP meeting(s). Travel to and from the school is free.

***Reviews of IEP or previous Psychological Records:*** Some parent(s) would like a third-party review of an IEP, including reviews of completed testing, behavior support plans, and goals and services offered. Additionally, some parents would like a third-party review of previous psychological records in order to help determine the next step in obtaining support for their child. AKA's service includes reviewing the IEP/records, taking extensive notes, and having a 1hr meeting with the family to review findings and give appropriate recommendations.

Any records reviewed will become part of the client's clinical record with AKA, and held in accordance to state and federal laws. **Insurance does not pay for record review,**



therefore record reviews will be billed at the private rate fees described above.

***Parent Support and Coaching:*** AKA understands that many insurance plans require a parent training component to ABA services. Parent training will include specific and targeted help with the behavioral management of their child, and is crucial to the child's maintenance of acquired skills over time. This service will either be conducted in our office or at your home based on an AKA clinician's clinical recommendation. If services take place in the home, the appointment is 2 hours in length at minimum. Insurance might pay for this service based on diagnosis and insurance plan eligibility; please contact the office to see if your insurance covers Parent Support and Coaching.

***Legal Matters:*** AKA does not employ clinicians with a forensic specialty, thus activities related to legal matters are limited.

Exceptions include a court order or subpoena, and in those cases, the fees are outlined below. This service is only provided by a licensed or credentialed individual.

All non face-to-face work related to legal matters is billed at \$500 an hour.

If an AKA clinician is required to appear in person, fees are \$1,500 a day regardless of the length of the appearance.

Traveling to a county that neighbors Los Angeles County is a flat fee of \$400 (i.e. Orange County, Ventura County, and Riverside County).

Traveling outside of non-neighboring counties of Los Angeles County is a flat fee of \$800.

### **Length of Treatment**

ABA services are typically authorized in 6 month periods; however, insurance companies may vary in the amount of time that they typically authorize. **AKA highly recommends agreeing to and scheduling all hours the funding source authorizes; failure to do so may affect your child's progress and makes it difficult to request an increase in hours in the future if an increase is needed.** At the end of the reporting period, AKA will make a recommendation to continue services at the current authorization period, reduce hours, or increase hours. Explanation for services will be written up in a progress report and shared with the family and the funding source.

If AKA believes you are terminating your child's therapy before adequate treatment has been received, AKA will provide you with referrals for other ABA professionals. You can also decide to continue therapy with another ABA agency of your choosing. AKA requests that all premature requests for terminating treatment be brought to the attention of the Clinical Director before terminating. AKA wants to ensure there is an appropriate fade out plan.

### Treatment Concerns

AKA is committed to working with you and your family. Please speak with your clinician and/or the credentialed supervisor about any concerns regarding treatment at any time.

If you have any questions and complaints regarding this practice, you may contact the appropriate governing board.

- For concerns regarding Applied Behavior Analysis (ABA) Services please contact the Behavior Analyst Certification Board at (720) 438-4321 or by mail at 8051 Shaffer Parkway Littleton, Colorado 80127. AKA will provide the certification or registration number of any clinician you want to file a complaint against.

Your signature below denotes that you have read all of the information provided above, understand it, are in agreement with it, and consent to proceed with treatment. Your signature also indicates that you have been provided with the opportunity to ask questions. This authorization remains in effect until services are terminated or a new informed consent document is signed. A copy of this documentation is available on AKA's website [www.akatherapy.com](http://www.akatherapy.com) in the forms section.

Client Name \_\_\_\_\_  
(Print)

Parent/Legal Guardian Name \_\_\_\_\_  
(Print)

Parent/Legal Guardian \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_