

Building a Better Contract with the Professional and Ethical Compliance Code (PECC)

BC-ABA 2020

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MOs Behind This Talk

- For Pat
 - Member of the RASP Advisory Panel for many years
 - Repeated reports of parental concerns about contracts
- For Richard
 - Ditto, plus
 - Teaching *Ethics for Behavior Analysts* (4 different courses at 3 different universities)... where we learn to appreciate a solid contract!



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Think About It....

- Who has a service contract now?
- Who has a contract that is ~3-5 pages long?
- Who has a contract that is sufficient?



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What We Did



- Reviewed the PECC to identify items (in red) that should be reflected in a service contract, either
 - Because the PECC specifies that the item should be included and/or
 - Because including the item provides clarification about an issue that might be contentious (i.e., protects both the BCBA and the parent)
- Developed contract language that can be used to address the PECC items identified
 - We will review them, with PECC sections indexed for each

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1.0 Responsible Conduct of Behavior Analysts

- 1.01 Reliance on Scientific Knowledge
- 1.02a Boundaries of Competence
- 1.03 Maintaining Competence through Professional Development
- 1.04a, d, e Integrity
- 1.05a, b Professional and Scientific Relationships
- 1.06a, b, c, d Multiple Relationships and Conflicts of Interest
- 1.07 Exploitative Relationships (subsumed in 1.06)

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2.0 Behavior Analysts' Responsibility to Clients

- 2.01 Accepting Clients
- 2.02 Responsibility
- 2.03a, b Consultation
- 2.04d Third-Party Involvement in Services
- 2.05a, b, c, d Rights and Prerogatives of Clients
- 2.06a, b, d, e Maintaining Confidentiality
- 2.07a, b Maintaining Records
- 2.08 Disclosures
- 2.09a, b, d Treatment/Intervention Efficacy
- 2.10 Documenting Professional Work and Research
- 2.11a, b Records and Data
- 2.12a, b, c Contracts, Fees, and Financial Arrangements
- 2.13 Accuracy in Billing Reports
- 2.14 Referrals and Fees
- 2.15a, b, c, d, e Interrupting or Discontinuing Services

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3.0 Assessing Behavior

- 3.01a Behavior-Analytic Assessment
- 3.02 Medical Consultation
- 3.03a, b Behavior-Analytic Assessment Consent
- 3.04 Explaining Assessment Results
- 3.05 Consent-Client Records

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4.0 Behavior Analysts and the Behavior-Change Program

- 4.01 Conceptual Consistency
- 4.02 Involving Clients in Planning and Consent
- 4.03a Individualized Behavior-Change Programs
- 4.04 Approving Behavior-Change Programs
- 4.05 Describing Behavior-Change Program Objectives
- 4.06 Describing Conditions for Behavior-Change Program Success
- 4.07 Environmental Conditions that Interfere with Implementation
- 4.08a, b, c, d Considerations Regarding Punishment Procedures
- 4.09 Least Restrictive Procedures
- 4.10 Avoiding Harmful Reinforcers
- 4.11a, b Discontinuing Behavior-Change Programs and Behavior-Analytic Services

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5.0 Behavior Analysts as Supervisors

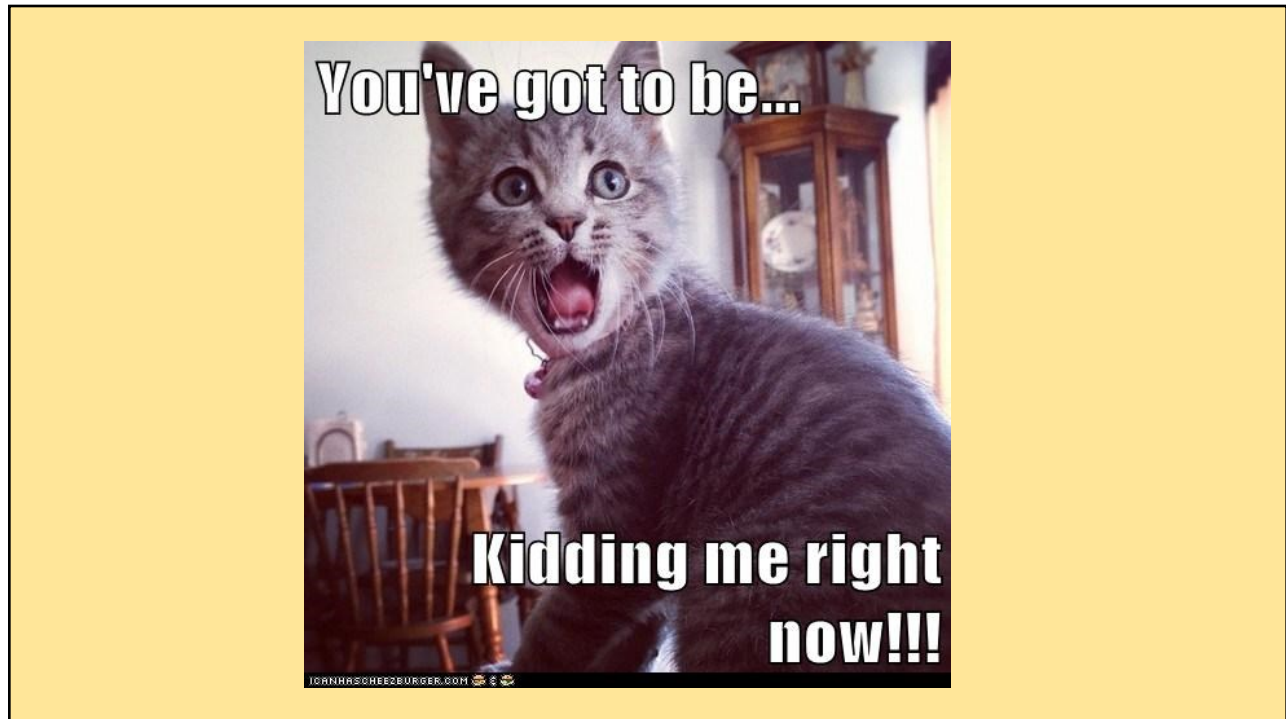
- 5.01 Supervisory Competence
- 5.02 Supervisory Volume
- 5.03 Supervisory Delegation
- 5.04 Designing Effective Supervision and Training
- 5.05 Communication of Supervision Conditions
- 5.06b Providing Feedback to Supervisees
- 5.07 Evaluating the Effects of Supervision

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7.0 Behavior Analysts' Ethical Responsibility to Colleagues

- 7.01 Promoting an Ethical Culture
- 7.02a, b Ethical Violations by Others and Risk of Harm

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Stating the obvious...

- 2.12a) Prior to the implementation of services, behavior analysts ensure that there is in place a signed contract outlining the responsibilities of all parties, the scope of behavior-analytic services to be provided, and behavior analysts' obligations under this Code.
- Our examples... revolve around services for comprehensive EIBI... so use your imagination to customize to your area(s) of practice.

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How I Work: Assessment



- In order to teach new skills and/or reduce challenging behaviour, I will obtain your written consent and conduct an evaluation of your child’s abilities using a systematic assessment tool. I will also interview you to gather information about your child’s learning style, preferences, skills, and challenges.
- I will ask to review any medical, psychological, and other health records about your child. I will ask you to fill out a form to provide important information including previous/current treatments and prescription medications. I might ask you to seek additional medical or health assessments as well (for example, if there are concerns about your child’s hearing or vision, etc.).
- I will fully explain the results of these assessments to you. This information will help me develop a treatment plan, together with you, that is specifically tailored for your child.

PECC
3.01a
3.03

3.02
3.05

3.04

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How I Work: Intervention



- After the assessment and with your input, we will select age-appropriate and functional goals for your child. The primary goal of the plan will be to close the gap between your child’s current abilities and that of typically developing peers, to the greatest extent possible.
- I will develop a plan to help your child achieve the goals we identify. I will explain the treatment plan fully and answer any questions you may have. I will tell you how I will decide if the plan (or part of it) needs to be stopped or changed. With your consent (by signing the plan), an intervention team will implement the plan under my supervision and guidance.
- Your child’s treatment plan will be monitored on a regular basis, at least monthly. I will provide customized treatment options based on direct observation and examination of the data.

PECC
4.02,
4.03a

4.04
4.11a

3.01
3.04

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How I Work: Intervention (Continued)

- I use positive reinforcement to teach new behaviours. If your child has behavior problems, I will obtain your consent to do a functional behavior assessment, and develop a plan to teach appropriate replacement behaviours, using positive reinforcement. This means that rewards (not bribes) are given to the child when we observe desired behaviors. I will work with you to identify rewards that are safe for your child and acceptable to your child and your family.
- Sometimes, it might be necessary to use “negative feedback procedures” to decrease specific behaviours. Some examples are saying “no” to a child, removing a desired item, or ignoring specific behaviours. I will never use these types of procedures without trying positive reinforcement first, and without getting your consent. If we agree that this type of procedure is necessary, I will provide additional training and supervision to everyone who uses it.

PECC
3.01a
4.08a,b,c,d

4.09, 4.10

4.08c, d

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Informed Consent



- Before I conduct an assessment, provide an intervention or program plan, or make changes to an intervention/program plan, I will do the following:
 - Describe what I want to do and why I want to do it
 - If it is an assessment, tell you what it will look like, who will participate, and how the results will be used
 - Answer any questions you might have and make changes that we both agree on
 - Obtain your written consent via a consent form or email exchange, before beginning any assessment, intervention, or change
- Your on-going active involvement and consent are critical!
- I will save all of the consent forms that you sign


PECC
3.03a, b

4.02

4.04

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Description of Billable Services



- I provide and charge an hourly fee for a variety of services, both direct (e.g., in your home) and indirect (e.g., my office)
- Direct services:
 - Assessments (of skill deficits and/or problem behaviour)
 - Curriculum design (e.g., planning meetings with you)
 - Team meetings *
 - Behaviour interventionist training and observations *
 - School observations *
 - Administrative work conducted in a client’s home/schools
 - Face-to-face meetings with parents, teachers, and other professionals
 - Parent training
 - Supervision of Behaviour Analysts in training
 - Transition and discharge planning

PECC
2.12 a, b, c

2.13


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Description of Billable Services

- Indirect services:
 - Consultation via email/phone/Skype
 - Report writing (assessments, progress reports, and new goals)
 - Curriculum design (off site)
 - Writing educational or behaviour programs
 - Writing and reviewing consultation notes
 - Transition and discharge planning documentation


PECC
2.12 a, b, c

2.13



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Billing



- The Autism Funding Unit (AFU) of the Ministry of Children and Family Development in British Columbia (MCFD) provides funding programs for children with a diagnosis of Autism Spectrum Disorder. The “under age 6” program provides families up to \$22,000 per year per child for eligible autism intervention services. The “ages 6-18” program provides families up to \$6000 per year per child.
 - See <https://www2.gov.bc.ca/gov/content/health/managing-your-health/child-behaviour-development/special-needs/autism-spectrum-disorder/autism-funding>
- Please note that MCFD’s funding is only meant to *assist* in costs associated with ABA treatment. The funds do not cover the full costs of an early intensive treatment program. If your budget is limited to the government funding, your son/daughter may receive fewer hours of 1:1 therapy per week than the literature suggests is maximally beneficial (e.g., 25-40 hours per week).


PECC
2.12a, b, c

2.09b

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Billing


- I bill through the AFU for both direct and indirect services. I also accept payment by personal cheque or e-transfer. I do not accept cash payments.
- I do not bill the AFU for services or accept payment in advance. This is against AFU regulations.



PECC
2.12a, b, c

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Confidentiality



- Once we begin services, the information you provide about your child will be held in confidence. This includes anything you tell me and any reports or documents related to your child’s educational and health records. I will not disclose this information to others without your express and written consent. If I need to share information with others, we will sign a “Release of Information” form, allowing me to share information with your team members. This may include Behaviour Interventionists, a Speech-Language Pathologist, an Occupational Therapist, or a Teacher. The information you provide will be kept in confidence during and after the termination of our working relationship.


PECC
2.06a, b, d
- If it is necessary to video- or audio-record an interview or treatment session, I will ask you to sign a consent form for this in advance and only use the media for approved purposes.

3.05
- If it is necessary to video- or audio-record an interview or treatment session, I will ask you to sign a consent form for this in advance and only use the media for approved purposes.

2.05c

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Confidentiality (Continued)



- On occasion, I may need to consult a colleague or mentor about your child’s program. In this situation, I will obtain your written consent prior to disclosing any sensitive or identifying information.

PECC
2.03a, b
2.08
- We agree not to use social media (Facebook, Instagram etc.) to share information about your child, his/her program, or our professional relationship.

2.06e
- There are a few unlikely situations where confidentiality can not be protected. They include:

 - Situations where there is a reasonable suspicion of child neglect or abuse (I am legally required to report these situations to a child welfare worker) and
 - A court order that requires me to testify or release documents

7.02a, b

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Record Keeping

- I will store your child’s records in a locked filing cabinet that will be accessible only to me. Electronic records will be stored on a password-protected, encrypted computer and a secure external hard drive in my locked office.
- I will retain your child’s records for 7 years, as required by the Behaviour Analyst Certification Board. After that time, a shredder will be used to destroy paper documents and all electronic files, including copies, will be erased securely.

PECC
2.07 a, b

2.11 a, b

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Behaviour Interventionists (BIs)

- I only provide consultation for your team. It is your responsibility to find behaviour interventionists (BIs). Typically, families have 2-3 BIs to implement a child’s program. It is your responsibility to interview and negotiate payment and scheduling terms with BIs. You are also responsible for verifying references of any BIs as well as obtaining a Criminal Record Check. If I provide you with the names of a potential BI, I am providing a referral only and it is your responsibility to conduct all due diligence to determine whether the BI is appropriate for you and your family.
- I do not handle BI issues such as tardiness or scheduling; you will need to address these issues directly with the BI. The same applies should you wish to reduce hours or fire a team member. You are responsible for managing all aspects of the financial relationship between yourself and the BI.
- I recommend that you insure that the BI has a clear role on the team. You should not use a BI as a babysitter, form a friendship with a BI, or give gifts to a BI. All of these things can affect a BI’s ability to work in your child’s best interest.

PECC

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1.06c

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BI Training and Supervision

- Since I will function as the supervisor for your BIs, I take full responsibility for their initial and ongoing training.
- After you have hired two or more BIs, I will provide specific, formal training for implementation of the treatment program. The introductory BI training will consist of an X-day workshop including, but not limited to:
 - Brief history of Autism Spectrum Disorder and ABA treatment
 - Ethics and professionalism
 - Functions of behaviour
 - Discrete trial teaching (e.g., reinforcement, prompting techniques, shaping, chaining, task analysis, generalization, and data collection)
 - Functional Communication Training
 - Teaching play and social skills
 - Maintenance and generalization of learned skills
- After the initial training, BIs will receive additional theoretical and hands-on training in areas applicable to your child’s customized program. I will coach and model skills and provide verbal and written feedback on their performance after each clinical overlap.



PECC 5.0

5.04, 5.05

5.04, 5.06

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Program Materials and Environment

To ensure your child’s program progresses smoothly and in order to make the most of teaching sessions, it is important to have appropriate toys and teaching materials ready for the team. You are responsible for purchasing necessary materials/supplies and providing photocopies of data sheets. Updated clinic notes and resources should also be printed and made available for the team in a timely manner. If you wish, you may pay a BI to organize the data binder and teaching materials in your place.




PECC

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Additional Policies



- I will not transport your child in my vehicle under any circumstances.
- During my consultation, you or a legal guardian or caregiver must be present.
- Our sessions focus on 1:1 structured teaching. If you have other children, they may join the session *only* if the behaviour plan involves sibling play.
- I am unable to provide care for your other children.
- Neither the BIs nor I will feed, dress, bathe, or take care of your child’s toileting needs unless these activities are specifically in the behaviour plan
- Under no circumstances will I dispense either prescription or over-the-counter medication to your child.


PECC

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Interrupting or Discontinuing Services



- You may discontinue my services for any reason. I require 30 days written notice to close your child’s file. One additional month’s fee will be charged for a summary report, documenting your child’s progress.
- I may discontinue services with 30 day’s notice to you, for any of the following reasons:
 - We mutually agree your child no longer requires services (e.g., they are not benefiting from my services, or our agreed-upon goals have been met)
 - We mutually agree that another treatment/service may be more suitable.
 - Your child’s needs are beyond the scope of my expertise (e.g., severe self-injurious behaviour).
 - There are no behaviour interventionists available to implement the treatment plan.
 - You cancel appointments frequently over several weeks or months.
 - There are frequent planned or unplanned interruptions of service (e.g., due to illness, impairment, relocation, disruption of funding, lengthy visits or holidays out of the service area, etc.).
 - Verbal or emotional abuse directed at me.

PECC

2.15a-e

4.11b

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Termination Procedures

PECC
2.15e



- Before discharging, we will discuss your service needs, including a transition period.
- I will provide a list of services providers appropriate for your child's needs, if ongoing services are recommended. A provider's availability, qualifications, service location, and specialization will be considered in providing referrals.
- With your consent, I will also assist in transfer of responsibility by relaying pertinent information to the new provider via phone or email correspondence. I am also available to meet in person.

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Legal Stuff



- **Dr. Mirenda and I are NOT lawyers!**
- **YOU owe it to your self to invest in a legal consult for your final contract draft.**
- Your employment lawyer will draft language around:
 - Language in the agreement
 - Risks and responsibilities
 - Waiver, Release, Indemnity
 - Governing law

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Before the final signatures...



- Your contract should have a final brief paragraph acknowledging...
 - I have read and understood this agreement,
 - I have had a reasonable opportunity to consider this agreement,
 - I have had an opportunity to ask questions and have the contents of this agreement explained to me,
 - All of my questions have been satisfactorily answered,
 - By signing this document I agree to all the terms set out in the document

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The Punchline

- There is more to a service contract/agreement that accommodates PECC requirements than meets the eye!
 - And this presentation did not address all of the many other policies, etc., that you might include in a contract.
- The PECC can help to insure that all of the bases are covered
 - Protects the family and child
 - Protects you as a BCBA if disputes arise



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