

Client Intake Packet

An initial consultation visit may be scheduled once we have received this completed intake packet in addition to a doctor's referral for ABA services and a copy of the qualifying diagnostic evaluation.

For more information, please contact our waitlist coordinator at waitlist@bestbehaviorllc.com

Translation services are available through third-party services provided by our funders.

Please refer to the Translation Policy available on our website at: www.bestbehaviorllc.com

Parent/Guardian Information	
Parent/Guardian 1 Name: (first, middle, last)	
Primary Street Address: (Street number, city, state, zip)	
Primary Language: What language do you prefer to speak? ¿Qué idioma prefieres hablar? Koj nyiam hais lus dab tsi? Quelle langue préférez-vous parler ? 您更喜歡說哪種語言？	
Email:	
Phone #:	
Marital Status (married, separated, divorced, single) (if separated/divorced, please include custody information)	
Parent/Guardian 2 Name: (first, middle, last)	
Primary Street Address: (Street number, city, state, zip)	
Primary Language: What language do you prefer to speak? ¿Qué idioma prefieres hablar? Koj nyiam hais lus dab tsi? Quelle langue préférez-vous parler ? 您更喜歡說哪種語言？	
Email:	
Phone #:	

Marital Status (married, separated, divorced, single) (if separated/divorced, please include custody information)	
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Client's Information

Client's Name: (first, middle, last)	
Primary Street Address: (Street number, city, state, zip)	
Date of Birth	
Phone #:	
Primary Street Address: (Street number, city, state, zip)	
Regional Center Service Coordinator:	
Availability for Sessions (please check days and times)	
Days: <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday	
Times: <input type="checkbox"/> 830am-1030 am <input type="checkbox"/> 1030am -1230pm <input type="checkbox"/> 1-3 pm <input type="checkbox"/> 3pm-5pm <input type="checkbox"/> 4-6 pm	

Insurance Information

A copy of the insurance card will be required with this packet.

Primary Insurance

Name of Insurance Company:	
Name of Policyholder:	
Date of Birth:	
Policy Holder's Relationship to Client	
Insurance Address:	
Phone #:	
Member ID:	
Group #:	

Secondary Insurance

Name of Insurance Company:	
Name of Policyholder:	
Date of Birth:	
Policy Holder's Relationship to Client	
Insurance Address:	

Phone #:	
Member ID:	
Group #:	

1. Insurance. We participate in many insurance plans. Knowing your insurance benefits is your responsibility. Please contact your insurance company with any questions you may have regarding your coverage.

2. Copayments and deductibles. All co-payments, deductibles and/or co-insurance must be paid by the 15th of the month following service provision. The co-pay is the portion of your visit that your insurance company requires you to pay. This amount is not determined by Best Behavior, LLC. This arrangement is part of your contract with your insurance company. Please pay your co-payment in a timely manner. A co-pay invoice will be mailed to each client at the end of each month. There is a \$20 Non-Sufficient Fund charge for all checks returned by your bank.

3. Proof of insurance. We must obtain a copy of your valid insurance to ensure proof of insurance. If you fail to provide us with the correct insurance information in a timely manner, you will be responsible for the balance of a claim.

5. Claims submission. We will submit your claims and assist you in any way we reasonably can to help get your claims paid. Your insurance company may need you to supply certain information directly. It is your responsibility to comply with their request. Please be aware that the balance of your claim is your responsibility whether your insurance company pays your claim. Your insurance benefit is a contract between you and your insurance company; we are not party to that contract. Services may be put on hold or terminated if the insurance company denies the service or claims go unpaid more than 30 days.

6. Coverage changes. If your insurance changes, please notify us before your next visit so we can make the appropriate changes to help you receive your maximum benefits. If your insurance company does not pay your claim in 45 days, the balance will automatically be billed to you.

7. Nonpayment. If your account is over 90 days past due, you will receive a letter stating that you have 20 days to pay your account in full. Partial payments will not be accepted unless otherwise negotiated. Please be aware that if a balance remains unpaid, we may refer your account to a collection agency and you, and your immediate family members may be discharged from this service.

Practice Policy

- It is your responsibility to notify this office of any changes of information, including name change, change of address, phone numbers and insurance.
- We have a very specific protocol for insurance authorizations/referrals. If your insurance company requires a referral or pre-authorization, please ask for the protocol.

- We do not do retroactive authorizations. You must follow our protocol for authorization/referral numbers. We will file your insurance if we are contracted with your insurance company. Any balance unpaid by your insurance company, or if your balance is outstanding for thirty (30) days, will be your responsibility. You will be responsible for any disputed claims. If/when the claim is paid, you will be reimbursed within thirty (30) days.
- Any disputes about coverage or benefits are your responsibility and are between you and your insurance carrier. If you have questions regarding coverage/payment, you must direct those inquiries to your insurance carrier.
- We provide services as out-of-network providers for insurance plans we are not contracted with, if the family requests our services using that avenue, as well as private contracts for those without insurance coverage. For questions regarding private contracting and/or other funding sources, please contact admin@bestbehaviorllc.com.

AUTHORIZATION TO RELEASE INFORMATION/PAYMENT OF INSURANCE

BENEFITS: I hereby authorize Best Behavior, LLC to furnish my insurance carrier any information acquired during my evaluation or treatment necessary to complete my insurance forms. Also, I hereby assign to Best Behavior, LLC all payments for services rendered. If my insurance company does not pay for services rendered, I understand that I am fully responsible for all payments due.

Policy Holder’s Signature that the above information is correct:

_____ Date: _ _____

Medical Information

A copy of the diagnostic evaluation and a prescription from the physician for ABA services will be required with this packet.

Name of physician:
 Physician address:
 Physician phone:
 Preferred Hospital(s)

Does your child have any current health conditions? Allergies?
 If so, please explain:

Please list any medications your child is currently taking, both prescription and over the counter.

Medication	Dosage	Frequency	Side Effects

Best Behavior staff is not authorized to administer any medications, prescription or over the counter, to clients. It is requested that, if possible, all medication be administered by the family either before or after ABA sessions.

Best Behavior does not offer on-call coverage for ABA services and programs on a 24-hour basis. Clients may contact Best Behavior staff with questions or comments by telephone or email. Concerns may also be directed to Best Behavior's owners/partners: Adam Yates, Jenna Ryan, or Rebekah Catalano.

Confidentiality Policy

I understand that all information I provide during the provision of services by Best Behavior will be handled with strict confidentiality. No information, verbal or written, will be released to other agencies or individuals without my written consent. Best Behavior maintains client confidentiality in compliance with HIPAA (*see HIPAA policy at the end of the intake packet for further information*).

I understand the limitations to confidentiality, including:

1. Abuse or neglect of a minor or individual with disabilities must be reported to Child Protective Services for investigation.
2. If a threat is perceived and it is felt the threat will be carried out, Best Behavior staff have an ethical obligation to warn the potential victim.
3. If subpoenaed by the court, and required to provide information regarding training, clients, or staff testimony, Best Behavior staff are legally bound to provide that information.

Cancellation Policy

Families must contact the cancellation line at (530-255-4299) to record any cancelled session. Due to the medical needs of our clients, we require that parents/caregivers cancel therapy sessions for the following reasons:

- Fever at or above 100F°
- Vomiting
- Sinus infections/colds with yellow, green mucous
- Conjunctivitis (pink eye)
- Lice
- Strep Throat
- Chicken Pox, Measles, Mumps, RSV, Rubella, Mononucleosis
- Flu-like symptoms
- Viral infections, rashes, or any other contagious illness

Your child may begin receiving services after an illness within the below listed time periods:

- 24 hours – Must be symptom-free and receiving the necessary medications for: vomiting, fever, sinus infections, and colds.
- 48 hours – After receiving medical treatment with antibiotics for: Strep throat and conjunctivitis.

- 72 hours – After receiving medication treatment and having no live lice; also, following maintenance treatments as indicated on product label.
- Viral infections such as hand, foot, and mouth disease may be more subjective in the cancellations due to the highly contagious nature of viruses. *Staff will work with families to resume services as quickly as staff and the family feel is appropriate.*
- Physician's Release – Must obtain after chicken pox, measles, mumps, RSV, rubella, and mononucleosis. *If for any reason your child is admitted to the hospital, you must provide a release from the physician stating that it is okay to resume therapy, and/or resume limited therapy; before services can be continued.*

Best Behavior staff may cancel sessions if they also exhibit the symptoms listed above. Staff will follow the same cancellation time periods. Best Behavior will make every attempt to reschedule any sessions cancelled by staff. Families are expected to make every attempt to reschedule any sessions cancelled by the family.

Developmental History

Has your child ever had ABA, speech/language, Parent Infant Program or occupational therapy, currently or in the past?

If so, what type of therapy? When? Where?

Reason(s) for therapy: _____

Goals achieved?

School Age History

School: _____

Age level/Teacher: _____

Describe your child's typical grades / reports from the school: _____

What concerns do you or the school have regarding school performance? _____

Regarding attention/concentration? _____

Regarding work habits? _____

Regarding behavior? _____

Does your child receive special education services at school? _____

What services are received? _____

Does your child have an IEP? _____

What is the date of the last IEP? _____

Is there any additional school related information that you feel would help with evaluating the child?

Areas of Concern (check all that apply)

<input type="checkbox"/> Picky eater	<input type="checkbox"/> Doesn't follow instructions
<input type="checkbox"/> Difficulties eating	<input type="checkbox"/> Limited vocabulary

<input type="checkbox"/> Refusal to obey	<input type="checkbox"/> Difficulty sleeping
<input type="checkbox"/> Limited toy play	<input type="checkbox"/> Echolalia
<input type="checkbox"/> Aggression	<input type="checkbox"/> Runs from supervision
<input type="checkbox"/> Self-Injury	<input type="checkbox"/> Difficulty answering questions
<input type="checkbox"/> Poor eye contact	<input type="checkbox"/> Fixation on toys, electronics
<input type="checkbox"/> Sensitive to touch, smells, tastes	<input type="checkbox"/> Impulsivity
<input type="checkbox"/> Unable to dress self	<input type="checkbox"/> Poor hygiene
<input type="checkbox"/> Limited social relationships	<input type="checkbox"/> Stimming
Other concerns/additional information:	

Guidelines of Effective Programming: Family

(Initial each box to indicate consent)

A primary caregiver over the age of 18 years must be in the home throughout the duration of programming sessions.

If a primary caregiver is not available, the family must cancel the session.

Except in the case of an emergency, the behavior analyst must receive all cancellation phone calls **no later than ONE HOUR prior to the start of the session.**

The caregiver is expected to reschedule any cancelled sessions within the month whenever possible. If the caregiver cancels more than 10% of the sessions held in one month and do not reschedule the sessions, a meeting will be held to determine the future of programming.

Failure to call the behavior analyst to cancel the session will be documented. **More than two cancellations without notification will result in a meeting to determine the future of programming.**

Caregivers are expected to fully participate in all programming sessions by:

- Observing the interactions of the behavior analyst with the client
- Practicing recommended strategies
- Accepting feedback from the behavior analyst
- Asking questions to the behavior analyst regarding programming, concerns regarding strategies, and/or additional problem behaviors
- Report to the behavior analyst regarding strategy implementation outside of programming sessions
- Provide data to the behavior analyst and discuss as needed

Outside of programming hours, caregivers are expected to:

- Take data as directed by the behavior analyst
- Apply recommended strategies and interventions
- Contact the behavior analyst regarding any significant changes in the client's behavior prior to the next session

If programming includes trips into the community, the caregiver is expected to provide:

- Transportation for the client (and behavior analyst if the car ride is an area of concern, pending proof of current automobile insurance)
- Any necessary materials for the community outing (i.e. grocery list, money)

All programming sessions will occur in the natural environments of the client. **Caregivers will be expected to share with the behavior analyst all relevant information regarding potential sites of programming (i.e., mother's home, grandparents' home, father's home).**

All primary caregivers are expected to participate in programming. Level of participation will be agreed upon in an initial meeting with all caregivers and the behavior analyst at the start of programming.

All individuals involved in programming will be expected to maintain a professional relationship. No relationship outside the direct relationship between the behavior analyst and the client will be tolerated. Parents/Guardians/Caregivers will be expected to refrain from engaging in conversations of a personal or private nature with the behavior analyst. If at any time the professional relationship is compromised, Best Behavior reserves the right to initiate a meeting to discuss the future of programming.

It is considered unethical for the behavior analyst and any Best Behavior staff to accept gifts from clients including meals, presents, gift cards, money and/or any other offering which can be misconstrued as exchanging goods for services.

If at any time the caregiver/client wishes to express concern regarding the professionalism or ethical standards of the behavior analyst, they have the right to complain to the BACB. Information regarding the complaint process is provided in the Grievance Policy below.

Consumption of alcohol, cigarettes, marijuana, or any other drugs during programming hours **will not be tolerated. Substance abuse of any nature during the provision of services will result in termination of the immediate programming session and the Best Behavior staff will initiate a meeting to determine the future direction of programming.**

The natural environment of the client (home, residential center, community setting, etc.) is the workplace environment of the behavior analyst. As such, the programming environment falls under the guidelines of AB-13 Fact Sheet prepared by the California Occupational Safety and Health Administration (CAL OSHA). **Any conditions which may pose a health risk within the home environment (such as excessive heat, black mold, lead paint exposure, flea or cockroach infestations) may result in termination of the immediate programming session and the Best Behavior staff will initiate a meeting to determine the future direction of programming.**

Guidelines of Effective Programming: Best Behavior

(Initial each box)

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 private pay.

The client is the primary beneficiary of Best Behavior's services, no matter how services are funded. Best Behavior staff will always act in the best interest of the client, advocating on their behalf to resolve any conflicts (such as a conflict with the funding source) relating to ABA services.

Services will focus on the development and implementation of a functional behavior assessment and an ABA treatment plan. ABA services will be provided by a Board-Certified Behavior Analyst (BCBA), Board Certified Assistant Behavior Analyst (BCaBA) or a highly trained Direct Service Staff member under the supervision of a BCBA.

Behavioral assessment results are provided 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 an exit plan for the client. The norm-referenced assessment (Developmental Profile-4) and the criterion-referenced assessment (DASH-3) will be conducted annually by the BCBA assigned to the client, and assessment results will inform the targeted objectives.

Best Behavior provides ABA services based on the client's current level of individualized needs. The treatment plan will structure antecedent and consequence-based strategies that are evidence-based, skill-based, functionally equivalent, and non-aversive. Baseline and intervention data will be collected as directed by the BCBA. Interventions will focus on reducing problematic behavior and increasing functionally related skills. Data will be collected on all client objectives during programming sessions and changes to data methods and/or data collection schedules will be determined by the supervising BCBA throughout the report period.

The contents of both the assessment and treatment plan will be explained to the client and/or family, and Best Behavior staff will willingly answer any related questions about the assessment or proposed service. Best Behavior 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 as requested by the family. Best Behavior will obtain releases of information prior to communicating with any related providers. We will establish clear, specific roles for each team member to coordinate care ethically and effectively. During assessment, Best Behavior BCBA's may recommend clients seek medical advice to address possible medical, genetic, or biological factors before implementing a behavior intervention treatment.

All lesson materials, reports, and data collected (records) as part of service provision are considered the property of the parent/guardian. The use of these materials by the parent/guardian will not be restricted in any manner. All HIPAA confidentiality procedures will be adhered to in retaining

records. Families may request copies of any/all records pertaining to the client for up to seven years from the date this document is signed. (Please see HIPAA Confidentiality Policy).

Non-evidence-based treatment policy: There may be reasons you wish to explore other treatments for your child while he/she is receiving ABA services through Best Behavior. Many services and treatments are evidence-based within the field of Applied Behavior Analysis, and we will collaborate with other providers to ensure our service goals are aligned to support your child most effectively. However, some treatment modalities may not be evidence-based. In these situations, we will not be able to implement non-evidence-based treatments, but we may assist in collecting data concerning the family's implementation of these alternative treatments.

When needed, Best Behavior will provide the client/family with contact information for other professionals who may be better able to assist with the needs of the client if Best Behavior is unable to meet specific treatment needs.

Upon exiting treatment, recommendations will be provided as a way to support continued progress or address persisting concerns. If targeted behaviors increase to baseline levels or new excess behaviors develop within a year of terminating services, the family may contact Best Behavior to formally request a return to services. If targeted behaviors increase or new excess behaviors develop more than a year after exiting treatment, the family will be required to complete an updated intake packet and provide a current physician's referral prior to resuming services.

Transition Plan

In the event the family moves to a new residence in which Best Behavior, LLC is not available to provide services, the following protocol will be implemented to transfer services to another ABA provider to minimize any potential lags in service and prevent the development of additional problem behavior:

1. Best Behavior, LLC will aggregate and graph all data, update the Behavior Intervention Plan with current antecedents, proactive and reactive strategies as well as reinforcement schedules.
2. Prior to updating the treatment plan the behavior consultant and behavior analyst will assess in the home and community current skill levels targeted in the treatment to generate an exit report
3. The behavior analyst will transition the current treatment report to an exit report within four weeks of notification.
4. When the family has contacted a new provider Best Behavior will contact the new provider and set a meeting to coordinate the transfer of data and documents and explain any unclear strategies
5. It will be the parents'/guardians' responsibility to contact their doctor in order to generate a new, current referral for ABA services to provide to the new ABA provider.
6. It will be the doctor's responsibility to fax/send the referral to the new provider.

Exit Plan: Fading from Services

Fading services means we will decrease the time we spend working with your family until we end services completely. All individual Best Behavior services will be faded. It is our intention to empower families with the tools of effective behavior change within 18 months of receiving Best Behavior services. When reviewing the update report every six months, the BCBA will communicate with the family if a fade in services is recommended for the upcoming six-month report period. If a fade is

recommended, the reason is clearly documented, and the BCBA will collaborate with the family to ensure they feel supported throughout the fading process.

Services are faded for several reasons:

The client meets all objectives recommended by Best Behavior, LLC in the time period authorized by **the funder** and . . .

- Skills are maintained and generalized outside of programming sessions as the client's parents/guardians continue to independently implement the interventions recommended by Best Behavior, LLC outside of programming hours and . . .
- The client's family indicates that in-home ABA services are no longer needed for their child, either directly or through excessive cancellations or . . .
- Behaviors and/or symptoms no longer present an impairment in daily functioning
- Behaviors can be adequately addressed through alternative methods such as parent training, speech therapy, occupational therapy, school-based services, etc.

The client continuously displays stunted to no progress or adaptive response to the program implemented by Best Behavior and . . .

- Behavior excesses and/or skill deficits are increasing despite consistent ABA programming and/or . . .
- Services no longer maintain or improve the client's behavior.
- The clients' parents/guardians continuously require reminders and prompts to implement the interventions recommended by Best Behavior, LLC outside of programming hours and/or . . .
- The clients' parents/guardians refuse to implement the interventions recommended by Best Behavior, LLC outside of programming hours and/or . . .
- The clients' parents/guardians continuously cancel more than 50% of planned sessions and/or . . .
- The clients' parents/guardians continuously consume alcohol or illegal drugs during programming sessions despite reminders by Best Behavior, LLC to abstain from doing so, and/or . . .
- The clients' parents/guardians continuously do not have an 18-year-old or older family member or friend present during sessions per Best Behavior, LLC policy

Each fade plan is created specifically for each family based on their needs. The length and speed of the fade varies from family to family, however, typically, a fade in services lasts no longer than 3-6 months from the start of the report period. Your behavior analyst will work with you to develop an appropriate fade plan during this transition period. For example, services might decrease from twice weekly to once weekly for the first month, then shorter sessions once weekly for a month, then every other week for one month, and consultation-only for the final three months of the report period. Consultation-only service provision means the family will contact Best Behavior as needed to review strategies and address changes in behavior.

A fade plan is intended to end active services provided through Best Behavior, LLC. This means at the end of the fading plan; services will be terminated. An exit report will be completed by the BCBA and

provided to the family. Best Behavior, LLC requires a 6-month wait period before you will be eligible to request additional behavioral services through Best Behavior, LLC. Just because Best Behavior recommends a termination of behavioral services, does not mean that you are left without support! As we begin the fading process, Best Behavior staff can collaborate with other service providers for your family to ensure ABA strategies are understood and continued within the home. Behavior Intervention Plans will be updated. If you feel further behavioral services would be beneficial, you are welcome to contact your healthcare provider or FNRC service coordinator to request a transition to another behavioral service provider.

Our Commitment to Diversity, Equity, and Inclusion

At Best Behavior we value inclusion, equity, and diversity in everything we do. We believe that a diverse team brings a range of perspectives, experiences, and ideas that help us deliver the highest quality services to our clients.

We are committed to creating a safe and welcoming environment for all individuals, regardless of their race, ethnicity, gender identity, sexual orientation, religion, or any other characteristics protected by law.

We recognize that the strengths, challenges, and experiences of every individual we serve and employ are one of a kind, and we strive to honor and respect these differences.

We are committed to providing culturally competent care that considers and values the unique experiences of every individual by ensuring that all individuals have equal access to our services and that their needs are met in the most appropriate and respectful manner.

We believe that fostering a culture of diversity, equity, and inclusion and continuous learning and seeking out opportunities to further educate ourselves and our team on topics involving diversity is not just a moral imperative but is also essential to achieving our company's mission to provide exceptional behavioral health services.

HIPAA Compliance Policy and Procedures

HIPAA is the Health Insurance Portability and Accountability Act (HIPAA). This act was passed by Congress in 1996 with several key purposes:

- Allows individuals to transfer/continue health insurance when changing/losing employment
- Protect against health care fraud and abuse
- Outline standards for electronic billing for healthcare information
- Requires confidentiality for protected health information

HIPAA protects all formats of protected health information, paper, oral, or electronic. The following outlines Best Behavior's HIPAA policy and procedures. Rebekah is the HIPAA Compliance Officer for Best Behavior. She has completed the Level 2 CJIS Security Training for Information Security. All employees are required to complete HIPAA training (as included in the Ethics training) bi-annually, and any additional HIPAA training as provided.

Storage of Confidential Paper Information

All confidential paper information is stored in the office in locked filing cabinets. Personnel and Client files are labeled with the first three initials of the last name, and first three initials of the first name [Smi, Ann].

Staff records are stored in the office manager's office. Staff documentation stored may include, but is not limited to: Resume, certifications, degrees, licensures, copy of driver's license and auto insurance, TB test, background check documentation, staff evaluations, disciplinary actions, and MOUs

Wait list client information is also stored in the office manager's office. Waitlist documentation may include: Client name, parent name, parent contact information such as phone and address, diagnostic reports, completed intake packets, Far Northern Regional Center and/or medical documentation

Current client documentation in hanging files stored in the partner's office in locked filing cabinets may include: Client name, parent name, parent contact information such as phone and address, Best Behavior assessment and update reports, session notes, session data, evaluations and/or reports from other service providers (such as IEPs or diagnostic reports), Far Northern Regional Center and/or medical documentation. Clients are filed in the filing cabinet designated for the client's Case Manager.

Current client documentation in green files filed in the office manager's office in a locked filing cabinet may include: Releasees of Information, current/past authorizations, signed client waivers, letters of insurance denial. Clients are filed in alphabetical order.

Past client information is stored in locked storage units in the locked basement of the office, and the door to the basement is labeled "Confidential." The basement keys are kept by the partners, and the basement is restricted to partner access only. Past client information is kept up to 7 years and is organized in filing boxes by year. If a client received services over several calendar years, the full file is stored in the box of the most recent year of service provision. Past client files are shredded after the 7-year mark has passed.

Storage of Confidential Digital Information

All confidential digital information is stored on Google Drive, NPAWorks and EZClaim. Best Behavior has signed Business Associates Agreements with Google, NPAWorks, and EZClaim. Within Google Drive, Personnel and Client files are labeled with the first three initials of the last name, and first three initials of the first name [Smi, Ann].

Wait list client information is stored in the Admin drive. Waitlist documentation may include: Client name, parent name, parent contact information such as phone and address, evaluations and/or reports from other service providers (such as IEPs or diagnostic reports), Far Northern Regional Center and/or medical documentation.

Past client information is stored in a folder labeled "Previous Clients" Past client information is kept up to 7 years and is organized in folders by year. If a client received services over several calendar years, the full file is stored in the box of the most recent year of service provision. Past client files are deleted permanently after the 7-year mark has passed.

Current client information is stored in the Consultation drive, in the folder "Cases". Each current client has a client folder labeled with the first three initials of the last name, and the first three initials of the first name [Smi, Ann]. Current client documentation may include:

- Client name, parent name, parent contact information such as phone and address, Best Behavior assessment and update reports, session notes, session data, behavior graphs
- Evaluations and/or reports from other service providers (such as IEPs or diagnostic reports),

Far Northern Regional Center and/or medical documentation

- Current client signed waivers, releases of information

Current client information stored on the Admin drive may include: Letters of Insurance Denials, Co-pay letters, Past/current authorizations, Medical documentation

Backup Data Plan

Electronic documentation is stored on Google Drive. Paper documents are scanned onto the Drive and filed in the office. Client specific documents such as ROIs and/or Letters of Insurance Denial may also be saved directly on the Office Manager's computer in client specific folders.

HIPAA and Information Security Breach Policy

If a breach of Personal Health Information occurs, it should be reported to the HIPAA Compliance Officer immediately. The following information must be recorded:

- Date and location of the incident
- Systems affected
- Method of detection
- Nature and description of the incident
- Actions taken/resolution

Following the discovery of a potential breach, the HIPAA Compliance Officer shall begin an investigation, conduct a risk assessment, and based on the results of the risk assessment, begin the process of notifying everyone whose PHI has been, or is reasonably believed by Best Behavior to have been, accessed, acquired, used, or disclosed because of the breach. The HIPAA Compliance Officer shall also begin the process of determining what notifications are required or should be made, if any, to the Secretary of the Department of Health and Human Services (HHS), media outlets, or law enforcement officials.

Notice to affected individuals shall be made without unreasonable delay and in no case later than 60 calendar days after the discovery of the breach. If it is determined that breach notification must be sent to affected individuals, a standard breach notification letter (as modified for the specific breach) will be sent out to all affected individuals. Best Behavior also has the discretion to provide notification following an impermissible use or disclosure of PHI without performing a risk assessment. Notice to affected individuals shall be written in plain language and must contain the following information, which elements are included in the standard breach notification letter:

- A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
- A description of the types of unsecured protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved).
- Any steps the individuals should take to protect themselves from potential harm resulting from the breach.
- A brief description of what Best Behavior is doing to investigate the breach, to mitigate harm to individuals, and to protect against further breaches.
- Contact procedures for individuals to ask questions or learn additional information, which includes an email address, website, or postal address.

This letter will be sent by first-class mail to the individual at the last known address of the individual or, if the individual agrees to electronic notice and such agreement has not been withdrawn, by electronic mail. The notification shall be provided in one or more mailings as information is available. If Best Behavior knows that the individual is deceased and has the address of the next of kin or personal representative of the individual, written notification by first-class mail to the next of kin or person representative shall be carried out. If there is insufficient or out-of-date contact information, a substitute form of notice reasonably calculated to reach the individual shall be provided. If there is insufficient or out-of-date contact information for fewer than ten individuals, then the substitute notice may be provided by an alternative form of written notice, by telephone, or by other means. If there is insufficient or out-of-date contact information for ten or more individuals, then the substitute notice will be either a conspicuous posting for a period of 90 days on the homepage of the Best Behavior website, or a conspicuous notice in major print or broadcast media in the geographic areas where the individuals affected by the breach likely reside.

If Best Behavior determines that notification requires urgency because of possible imminent misuse of unsecured PHI, notification may be provided by telephone or other means, as appropriate, in addition to the methods noted above. It is the responsibility of the Practice to demonstrate that all notifications were made as required, including evidence demonstrating the necessity of any delay. [A copy of all client correspondence shall be retained by Best Behavior in accordance with state law record retention requirements.] If a breach of unsecured protected health information affects fewer than 500 individuals, Best Behavior will follow the Office of Clients' Rights policy to notify the Secretary of the breach within 60 days of the end of the calendar year in which the breach was discovered.

Child Abuse Prevention Policy: Protection of Clients from Sexual Harassment and Abuse

Definitions: The Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A. § 5106g), as amended by the CAPTA Reauthorization Act of 2010, defines child abuse and neglect as, at minimum: "Any recent act or failure to act on the part of a parent or caretaker, which results in death, serious physical or emotional harm, sexual abuse or exploitation"; or "An act or failure to act which presents an imminent risk of serious harm." (<https://www.childwelfare.gov/topics/can/defining/>)

Prevention and Training: Best Behavior is committed to the safety and wellbeing of our clients; we maintain zero tolerance for child abuse. All staff completed Mandated Reporter and abuse prevention training annually. We value positive working relationships with our clients and their families, and it is imperative that Best Behavior staff do not violate or even appear to violate child abuse protection laws. Best Behavior staff are not only trained in recognizing signs of abuse and neglect, but actively seek to prevent child abuse in the following ways:

- Staff are aware of signs and symptoms of possible child abuse or neglect and are expected to be cognizant of the physical/emotional behaviors of their clients and document any potential signs of injury or child abuse.
- Parents/caregivers are required to participate in programming sessions, and at no time may a staff be alone with a single child, unobserved or unattended by parents, caregivers, or other staff.
- Staff will adhere to programming guidelines and behavior intervention plan strategies as created by the BCBA. Reactive strategies within the behavior intervention plans will not include punishment techniques, including but not limited to the use of corporal punishment or response

cost to limit access to food, water, shelter, or other basic needs of care. Staff will not use “pet” names for their client, use abusive or derogatory language, mimic or tease any child in a way that insults or embarrasses them.

- No dual relationships will be allowed between staff and clients: staff are prohibited from providing respite care, babysitting, attending family functions, or other activities of a personal nature with clients. If there was a pre-existing relationship with a client, the staff is required to disclose the relationship prior to initiating services, and another staff member will be assigned to the client.

Translation Services Policy

Best Behavior LLC will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs, and other benefits. The policy of Best Behavior LLC is to ensure meaningful communication with LEP patients/clients and their authorized representatives involving their medical conditions and treatment. The policy also provides for communication of information contained in vital documents, including but not limited to, waivers of rights, consent to treatment forms, financial and insurance benefit forms, and assessment/update/transition reports. All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and patients/clients and their families will be informed of the availability of such assistance free of charge. Language assistance will be provided through use of competent bilingual staff, contracts or formal arrangements insurance companies and FNRC providing interpretation or translation services, or technology and telephonic interpretation services. All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and after the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person’s file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person. Children and other clients/patients/residents will not be used to interpret, in order to ensure confidentiality of information and accurate communication.

If you need these services, contact Adam Yates. If you believe that Best Behavior has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Rebekah Catalano, 1768 West St, Redding CA, 530-232-0845, rebekah@bestbehaviorllc.com You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Rebekah is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services 200 Independence Avenue, SW Room

509F, HHH Building Washington, D.C. 20201 1-800-368-1019, 800-537-7697 (TDD) Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Grievances Policy

Situations may occur where an individual believes that the fair and consistent application of a policy affecting him or her has not been followed. In most cases, Best Behavior, LLC expects the individual will be able to resolve any complaints directly. No individual shall be subjected to discrimination or adverse treatment for participating in a grievance procedure. When a recent or continuing problem has not been resolved in a timely manner, the following procedure will occur. The grievance procedure consists of two steps: (1) Step I–Informal and (2) Step II–Formal. Each step has its own procedures, as set forth below.

Step I- Informal

1. If the individual feels uncomfortable directly communicating with the person in question, the individual will communicate with another partner of Best Behavior, LLC. The individual should explain the nature of the problem and the solution being sought. The partner will respond in writing within two business days.
2. If the situation is not resolved, the individual will submit a written letter of complaint to Best Behavior, LLC. The letter should include the nature of the problem, previous communication with any partner of Best Behavior, LLC, and/or a proposed solution. Best Behavior, LLC will contact the Service Coordinator within one business day to request a meeting with all parties involved.

Step II- Formal

3. If the situation is still unresolved, the individual may submit a complaint form to the Behavior Analyst Certification Board (BACB). All complaints must be filed using the specified complaint form found on the BACB website:

<http://www.bacb.com/index.php?page=56>

Completed complaint forms can be submitted electronically via the BACB website or mailed to the following address:

*Behavior Analyst Certification Board, Inc.
Disciplinary Matters
7950 Shaffer Parkway
Littleton, Colorado 80127*

Informed Consent

Your signature below indicates that you have received and read the information in this document. Consent by all parents/legal guardians is required prior to the implementation of ABA services. These policies have been fully explained to me and I fully and freely give my consent for service to be implemented as proposed.

Parent/Guardian (if applicable)

Date

Parent/Guardian (if applicable)

Date

Telehealth Consent Form

Telemedicine involves the use of electronic communications to enable health care providers at different locations to share individual client information for the purpose of improving client care. The information shared may be used for therapy, follow-up and/or education, and may include any of the following:

- Live two-way audio and video
 - Client behavioral/medical records
 - Screen sharing of behavioral documentation
1. **PURPOSE:** The purpose of this form is to obtain your consent to participate in telemedicine consultation in connection with the following procedure(s) and/or services(s):
 - Consultation with the Behavior Analyst regarding the creation of reports and other behavior documentation (i.e., skill building plans, behavior intervention plans, data collection etc.)
 - Consultation between the Behavior Analyst and Behavior Consultant/Technician regarding the creation or adjustment of reports and other behavior documentation
 - Provide feedback regarding implementation of behavior programming and troubleshoot proactive and reactive strategies and/or lack of progress in goal areas
 2. **NATURE OF TELEMEDICINE CONSULT:** During the telemedicine consultation:
 - Details of the client’s personal and medical history, information regarding current and previous behavioral objectives, plans and documentation will be discussed through the use of interactive video, audio, and telecommunication technology.
 - A behavior consultant and/or technician may be present in the home to facilitate and aid in the video/audio transmission and direct implementation of the procedures being discussed.
 3. **MEDICAL INFORMATION & RECORDS:** All existing laws regarding your access to medical/behavioral information and copies of the clients medical/behavioral records apply to telemedicine consultation. Please note, note telecommunications are not recorded or stored. Additionally, dissemination of any patient-identifiable images or information for this telemedicine interaction to researchers or other entities shall not occur without your consent.
 4. **CONFIDENTIALITY:** Reasonable and appropriate efforts have been made to eliminate any confidentiality risks associated with the telemedicine consultation, and all existing confidentiality protections under federal and California state law apply to information disclosed during telemedicine consultation.
 5. **RIGHTS:** You may withhold or withdraw consent to the telemedicine consultation at any time without affecting your right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. If you have grievances regarding your telemedicine treatment and procedures, contact Best Behavior Office (530) 232-0845 or discuss your concerns with your case manager.
 6. **DISPUTES:** You agree that any dispute arriving from the telemedicine consult will be resolved in California, and that California law shall apply to all disputes.
 7. **BENEFIT AND RISK ANALYSIS:**

- Expected Benefits:
 1. Improved access to care by enabling client to remain in his/her home while the Behavior Analyst consults from distant/other sites.
 2. More efficient case management and evaluation
- Possible Risks: Risks include, but may not be limited to:
 1. In rare cases, information transmitted may not be sufficient (e.g., poor resolution of images, poor audio quality) to allow for appropriate decision making by the Behavior Analyst and direct staff
 2. Delays in evaluation and treatment could occur due to deficiencies or failures in equipment.
 3. In very rare instances, security protocols could fail, causing a breach of privacy of personal information.

You have been advised of all the potential benefits and risks of telemedicine. The practitioner has discussed the information provided above. You have had the opportunity to ask questions about the presented information on this form and the telemedicine consultation. All of your questions have been answered and you understand the written information provided above.

I **agree** to participate in a telemedicine consultation for the procedure(s) described above.

Parent/Guardian Signature: _____ DATE: _____

I **refuse** to participate in a telemedicine consultation for the procedure(s) described above.

Parent/Guardian Signature: _____ DATE: _____

Diaper Changing/Potty Training Waiver

I authorize Best Behavior staff to assist with potty training and/or changing the diaper of my child, _____ if I am unavailable to do so. I agree to provide a change of clothes, wipes, diapers, and any other supplies needed at the request of Best Behavior staff to facilitate this skill. I release Best Behavior staff from all responsibility regarding diaper changes and potty training.

Parent/Guardian Signature _____ Date _____

Swimming Pool Waiver

I, _____ HEREBY AGREE TO THE FOLLOWING: I/we am/are aware that use of a swimming pool involves inherently dangerous activities. I/we understand that the hazard of use includes, but are not limited to, injury or death from drowning or dry drowning. I/we agree to accept any and all risks of injury and death. I/we agree that I/we, my/our heirs, spouse, guardians, legal representatives, and assigns will not make a claim against or sue Best Behavior, LLC, its officers, agents, or employees for injury, death, or property damage, known or unknown, arising from use of a swimming pool. In addition, I/we knowingly, voluntarily, and forever release and discharge Best Behavior, LLC, its officers, agents, and employees from all actions, claims, or demands that I/we, my/our heirs, spouses, guardians, legal representatives and assigns now have or may later have for injury, death, or property damage resulting from my/our use of the swimming pool.

WE HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I/WE AM/ARE AWARE THIS IS A RELEASE OF LIABILITY FOR USE OF A SWIMMING POOL. I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE.

Printed Name _____ Signature _____ Date ____ ____

Parent/Guardian Signature _____ (if under age 18)

Photography Waiver

Name: _____

I grant to **Best Behavior, LLC**, its representatives, and employees the right to take photographs of my child and me. I authorize **Best Behavior, LLC**, its assigns, and transferees to copyright, use and publish the same in print and/or electronically. I agree that **Best Behavior, LLC** may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. If I wish to revoke my authorization, I must do so in writing.

I have read and understand the above:

Printed Name _____ Signature _____ Date ____ ____

Parent/Guardian Signature _____ (if under age 18)

Release of Information

Client name: _ _

Date of birth: _ _

I. My Authorization

I release health information or behavior records maintained by: *(example: Pediatrician, insurance company, school district, Far Northern Regional Center--please list all that apply)* _

Reason(s) for this authorization (check all that apply):

- at my request
- at the request of Best Behavior, LLC
- other (specify) _ _____

This authorization ends on: (year from today's date) _

Or when the following event occurs: _ _

II. My Rights

I understand I do not have to sign this authorization to get behavioral services from Best Behavior, LLC.

I may revoke this authorization in writing. If I did, it would not affect any actions already taken by the Best Behavior, LLC based upon this authorization. Two ways to revoke this authorization are:

Call Best Behavior, LLC and request written confirmation of revocation of authorization.

or

Write a letter to Best Behavior, LLC stating the revocation of authorization.

Once health information is disclosed, the person or organization that receives it may re-disclose it. Privacy laws may no longer protect it.

Parent or legally authorized individual signature

Date

Partner, Best Behavior, LLC