



CODE OF ETHICS

FOR CERTIFIED PROGRESSIVE BEHAVIOR ANALYST - AUTISM PROFESSIONALS™

PREAMBLE

This Code of Ethics is intended to provide specific standards to cover situations encountered by Certified Progressive Behavior Analyst-Autism Professionals (CPBA-APs). It is meant to ensure that Clients are treated with dignity, integrity, and are free from harm.

CPBA-APs are committed to a scientific philosophy and the use of objective data. CPBA-APs are committed to a progressive approach to conducting research and applying research findings to the provision of treatment for individuals diagnosed with autism spectrum disorder (ASD). CPBA-APs are committed to providing intervention that develops meaningful and socially significant behaviors that will improve their Clients' quality of life. CPBA-APs respect and protect civil and human rights while providing the greatest opportunity for development of Client potential. CPBA-APs are committed to treating all Clients with dignity and compassion. Further, CPBA-APs work collaboratively to ensure that functional and applied goals are targeted, that the treatment provided is acceptable to their Clients, and that choice is incorporated whenever applicable. This Code of Ethics provides a common set of principles and standards upon which CPBA-APs build their professional and scientific work.

DEFINITION OF TERMS

Certified Progressive Behavior Analyst-Autism Professional

Certified Progressive Behavior Analyst-Autism Professional (CPBA-AP) refers to an individual who holds the credential from the Progressive Behavior Analyst Autism Council.

Progressive Approach to Applied Behavior Analysis

Refers to procedures, interventions, or therapies which adhere to the principles of applied behavior analysis (ABA) and where the CPBA-AP makes use of a full range of clinical skills that respect the complexity of decision-making in the design and delivery of procedures, intervention programs, and therapies to maximize outcomes for Clients.

Client

A Client is any recipient or person who benefits from the professional services provided by a CPBA-AP. The term includes, but is not limited to:

- a) those individuals diagnosed with autism spectrum disorder (ASD) who directly receive the services;
- b) the caregivers, peer(s), relative(s), legal representative(s), or legal guardian(s) of the recipient of services;
- c) the employer, agency, institutional representative, or third-party contractor for services of the CPBA-AP™; and
- d) any other individual or entity that is a known beneficiary of services or who would normally be construed as a Client or Client surrogate.

Client does not include insurance companies or payers, unless the CPBA-AP is hired directly under contract with the third-party insurer or payer.

Multiple Relationships

A multiple relationship occurs when a CPBA-AP is in a professional role with an individual and simultaneously enters another non-professional role with that individual, enters a professional and/or non-professional relationship with a family member of that individual, or promises/implies to enter into a non-professional relationship with that individual in the near future.

Exploitive Relationships

An exploitive relationship occurs when a CPBA-AP uses their status in relation to another individual to gain personal benefit. This includes, but is not limited to, engaging in sexual behavior with someone they supervise, a student, Client, or employee, or when the CPBA-AP asks a supervisee, student, Client, or employee to break an ethical code or the law.

Scientific Evidence/Evidence-Based Procedures

Scientific evidence/evidence-based procedures are defined as any procedure/intervention which includes all of the following: (a) has at least five (5) publications in peer reviewed journals; (b) has been evaluated with more than twenty (20) participants across at least three (3) different research facilities; (c) has been demonstrated to be effective; and (d) relates directly to the treatment of ASD.

CODE OF ETHICS

1. Relationships

1.1. Do No Harm

- 1.1.1 The CPBA-AP avoids engaging in any behaviors that can result in harm to their Clients, students, supervisees, research participants, or organizations.

1.2. Non-Discriminatory

- 1.2.1 Within their context of work, a CPBA-AP does not engage in discrimination based upon age, gender, gender identity, race, ethnicity, culture, national origin, sexual orientation, religion, disability, political orientation, or any other basis proscribed by the law.

1.3. Cultural Humility

- 1.3.1 CPBA-APs seek out learning opportunities to increase their knowledge and skill set as it relates to understanding and working with individuals from different cultures, races, and ethnicities. The CPBA-AP should consistently evaluate their own potential biases and make changes to guard against these biases.

1.4. Harassment

- 1.4.1 The CPBA-AP does not engage in sexual harassment as defined by local, national, and international law.
- 1.4.2 The CPBA-AP does not engage in other forms of harassments (e.g., emotional, physical) as defined by local, national, and international law.
- 1.4.3 The CPBA-AP does not engage in other forms of harassments likely to cause harm.

1.5. Multiple Relationships

- 1.5.1 A CPBA-AP does not engage in Multiple Relationships.
- 1.5.2 If a CPBA-AP is in a Multiple Relationship the CPBA-AP resolves the Multiple Relationship immediately.

1.6. Therapy with Former Sexual Partners

- 1.6.1 The CPBA-AP does not accept Clients with whom they had previous sexual intimacies.

1.7. Gifts

- 1.7.1 A CPBA-AP can receive gifts as long as the receiving of the gift from a Client does not impede the professional relationship, lead to a Multiple Relationship, lead to a coercive relationship, or cause any personal or financial harm to the client.
- 1.7.2 A CPBA-AP can provide gifts to Clients as long as providing the gift does not impede the professional relationship or lead to a Multiple Relationship.

1.8. Exploitative and Sexual Relationships

- 1.8.1 The CPBA-AP does not engage in Exploitative Relationships.
- 1.8.2 The CPBA-AP does not engage in sexual relationships with Clients or Clients' family members; past and current.

1.9. Other Professionals

- 1.9.1 The CPBA-AP works collaboratively with other professionals to serve their Clients effectively within the context of providing only evidence-based procedures/interventions.

2. Competency

2.1. Boundaries of Competence

- 2.1.1. The CPBA-AP only implements interventions, teaches courses, and/or conducts research for which they have received proper education and training and have demonstrated competence in the related intervention, field of study, or area of research.
- 2.1.2. The CPBA-AP does not implement interventions, teach courses, and/or conduct research until they have received proper education and training and have demonstrated competence in the related intervention, field of study, or area of research.

2.2. Emergency Situations

- 2.2.1. In emergencies, when an individual requires services to keep an individual free from harm to themselves or others, the CPBA-AP provides services to keep the individual free from harm, even if the services fall outside the scope of the CPBA-AP's competency.
- 2.2.2. The CPBA-AP discontinues emergency services as soon as the emergency has ended or when a more qualified professional is available to provide services.
- 2.2.3. The CPBA-AP shall document the circumstances surrounding the emergency situation, steps taken, resolution of the emergency and other relevant information.

2.3. Maintaining Competence

- 2.3.1. Given the ever changing and evolving nature of ABA, the CPBA-AP maintains competency with the population and within the area that they are working by completing all continuing education requirements and units.
- 2.3.2. Continuing education units are obtained by fulfilling continuing education requirements as outlined by the Progressive Behavior Analyst Autism Council.

2.4. Compliance

- 2.4.1. The CPBA-AP obeys all professional codes of organizations for which they are members.
- 2.4.2. The CPBA-AP follows all local, regional, state, national, and international law as pertains to the conduct of their profession.

3. Duties to Clients

3.1. Accepting Clients

- 3.1.1. The CPBA-AP only accepts Clients who requested services and those services fall within the CPBA-AP's scope of competency.

3.2. Third-Party Requests for Services

- 3.2.1. When a CPBA-AP agrees to provide services for a Client at the request of a third-party, the CPBA-AP clarifies, in writing, at the onset of the services the nature of the relationships for all persons and entities involved.
- 3.2.2. When a CPBA-AP is providing services for a minor or an individual from a protected population at the request of a third-party, the CPBA-AP ensures that the parent, guardian, or Client-surrogate is informed of all rights at the onset of services (e.g., data, termination, records).
- 3.2.3. The CPBA-AP keeps the Client free from harm and puts the Client's rights and best interests above the wishes of third-party entities.

3.3. Client Rights

- 3.3.1. The CPBA-AP, to the best of their ability, maximizes therapeutic benefits to the Client.
- 3.3.2. The CPBA-AP supports the legal rights of the Client.
- 3.3.3. The CPBA-AP provides any credentials, certifications, and previous experience to the Client when requested.
- 3.3.4. The CPBA-AP provides information to the Client, third-party, parent, or legal guardian about the procedures to lodge complaints or ethical violations.

3.4. Informed Consent

- 3.4.1. When the CPBA-AP provides therapy, consultation, supervision, or research they obtain written informed consent from the Client or the Client's legal guardian using language that is easy to understand.
- 3.4.2. The CPBA-AP obtains informed consent that includes a description (or demonstration, if requested) of the range of procedures that are going to be implemented.
- 3.4.3. The CPBA-AP obtains informed consent that includes potential benefits and risks for the Client.
- 3.4.4. The CPBA-AP obtains informed consent that describes how confidentiality is going to be protected, videos are going to be used, HIPAA standards are going to be met, and how the Client can withdraw or be terminated from services.
- 3.4.5. When an emergency places the Client in potential harm, the CPBA-AP provides intervention in accordance with Section 2.2 until the Client is free from immediate harm. The CPBA-AP obtains consent to continue the intervention from that point forward, if they are continuing with services.

3.5. Confidentiality

- 3.5.1. The CPBA-AP ensures confidentiality with any Client for whom they provide services.
- 3.5.2. At the onset of therapy, before a formal therapeutic relationship is established, the CPBA-AP informs Clients or the Client's legal guardian of the limits of confidentiality and under what conditions confidentiality may be broken (e.g., mandated by law).
- 3.5.3. The CPBA-AP obtains informed consent from the Client or the Client's legal guardian that includes information about confidentiality and limits.
- 3.5.4. The CPBA-AP provides confidential information to law enforcement or social service agencies when the CPBA-AP sees a reasonable risk of harm to the Client.

3.6. Maintaining Records

- 3.6.1. The CPBA-AP maintains confidentiality of all records.
- 3.6.2. The CPBA-AP maintains, stores, and disposes of records in accordance with law, regulation, and corporate policies while continuing to maintain Client confidentiality.
- 3.6.3. The CPBA-AP plans in advance how to maintain records in the event the CPBA-AP ceases practice.
- 3.6.4. The CPBA-AP provides maintained records to the Client upon request.
- 3.6.5. The CPBA-AP provides maintained records to third parties upon request with the approval of the Client or when required to by law (e.g., subpoena).

3.7. Consultation

- 3.7.1. When a CPBA-AP needs to consult with a colleague about a Client, the CPBA-AP does not disclose information that would identify the Client unless written consent to disclose that information is provided by the Client or the Client's legal guardian.

3.8. Data and Records

- 3.8.1. The CPBA-AP creates and maintains records that capture what occurred during their intervention or research session. This information may include, but is not limited to, time of the sessions, interventionists present, interventions implemented, recommendations, data on aberrant behavior and skill acquisition.
- 3.8.2. The CPBA-AP maintains data records for (7) seven years or as mandated by law, whichever is longer.

3.9. Contracts, Fees, and Financial Arrangements

- 3.9.1. Prior to providing services, a contract is signed between the Client or the Client's legal guardian and the CPBA-AP which outlines fees, services to be provided, obligations of the CPBA-AP, limits of confidentiality, and complaint procedures.
- 3.9.2. Prior to providing services, a contract is signed between the Client or the Client's legal guardian and the CPBA-AP making clear that services may be withheld or terminated for lack of payment.
- 3.9.3. The CPBA-AP maintains accurate billing and financial records that document services provided.
- 3.9.4. If the fees for service change, the CPBA-AP provides a new contract or an addendum to the contract highlighting the change in fee structure.
- 3.9.5. The CPBA-AP maintains contracts for seven (7) years or as mandated by law, whichever is longer.
- 3.9.6. The CPBA-AP does not withhold records because payment has not been received.
- 3.9.7. If services are interrupted because of funding issues, the CPBA-AP informs the Client or the Client's legal guardian as soon as possible.
- 3.9.8. If services are interrupted because of funding issues, the CPBA-AP first notifies the Client and/or funding source prior to using a collection agency.

3.10. Referral Fees

- 3.10.1. The CPBA-AP does not provide money/gifts for referrals nor accept money/gifts for referrals.

3.11. Right to Effective Treatment/Intervention

- 3.11.1. A Client has an absolute right to receive effective treatment/intervention based upon current scientific evidence.
- 3.11.2. The CPBA-AP only provides treatments/interventions which are based on scientific evidence/are evidence-based procedures.
- 3.11.3. Any treatment/intervention should be individualized to meet the needs of the Client.
- 3.11.4. The includes Client preference in determining the treatment/intervention when applicable and provides support in evaluating the merits of available treatment options.
- 3.11.5. If there is more than one (1) treatment, intervention or procedure which would be considered evidence-based, the CPBA-AP evaluates factors including, but not limited to, cost, duration, preference, risk, social validity, and potential side effects prior to implementing the treatment or intervention for which they are best trained.

3.12. Interruption of Treatment

- 3.12.1. Unless otherwise covered by contract, the CPBA-AP makes reasonable efforts to plan for the Client to continue and receive services if the treatment is interrupted due to unforeseen factors (e.g., illness, relocation).

3.13. Discontinuing Services

- 3.13.1. The CPBA-AP may terminate services due to the Client no longer benefiting from services, the Client being harmed by the services, if the services are no longer needed, or by mutual agreement with the Client.
- 3.13.2. If agreed upon prior to services beginning, the CPBA-AP may terminate services due to lack of payment.
- 3.13.3. A Client and/or the Client's legal guardian is notified in writing prior to discontinuing services unless in the case of illness or death of the CPBA-AP.
- 3.13.4. CPBA-APs make all reasonable efforts to facilitate transition to another professional if continued treatment is required.

4. Right to a Progressive Approach to Applied Behavior Analysis

4.1. Conceptually Systematic

- 4.1.1. The CPBA-AP implements procedures which are scientifically supported and evidence based.
- 4.1.2. The CPBA-AP implements a Progressive Approach to ABA.

4.2. Socially Valid Outcomes

- 4.2.1. The CPBA-AP teaches only those behaviors which are meaningful to the Client either in the short-term or have long-term benefits.
- 4.2.2. The CPBA-AP makes all reasonable attempts to include the Client and stakeholders in determining which behavior(s) should be the focus of intervention.
- 4.2.3. When there is a disagreement between the Client or stakeholder and the CPBA-AP on the goals of intervention, the CPBA-AP has a duty to target the behaviors that are going to be most beneficial to the Client. If this does not coincide with Client or stakeholder views, the CPBA-AP makes every attempt to provide rationales for adopting goals of intervention, provide supporting evidence, and have discussions with the caregivers about recommendations. If the disagreement cannot be resolved, refer to 3.13 above.
- 4.2.4. The CPBA-AP makes all reasonable attempts to include the Client and stakeholders in determining the procedures used throughout the course of intervention.
- 4.2.5. The CPBA-AP conducts periodic review plans with the Client and/or caretaker.
- 4.2.6. The CPBA-AP provides treatment/intervention that is culturally responsive.

4.3. Assessment

- 4.3.1. When attempting to reduce aberrant behavior, the CPBA-AP conducts a functional assessment which can include in-the-moment assessment, observations, interviews, antecedent-behavior-consequence data collection, questionnaires, or functional analyses.
- 4.3.2. The CPBA-AP consults with outside medical and non-medical professionals when deemed necessary.
- 4.3.3. The CPBA-AP uses assessments whose validity and reliability have been demonstrated by empirical data for use with Clients of the population tested.
- 4.3.4. The CPBA-AP conducts formal or informal assessments prior to providing services for a Client.
- 4.3.5. The CPBA-AP does not continue to conduct assessments which would impede progress or be detrimental.
- 4.3.6. The CPBA-AP only collects data and conducts assessments that are necessary to inform treatment decisions.
- 4.3.7. The CPBA-AP provides ongoing assessment throughout the course of treatment/intervention.
- 4.3.8. The CPBA-AP only implements assessments for which they have been trained.
- 4.3.9. When conducting a functional analysis, the CPBA-AP attempts to keep the Client free from harm and stops the assessment once a clear function, functions, or contingency has been identified that informs the best treatment.
- 4.3.10. The CPBA-AP explains the results of the assessment(s) to the Client or stakeholder in language that is understandable to the Client or stakeholder.
- 4.3.11. The CPBA-AP obtains informed consent prior to implementing any assessments.

4.4. Least Restrictive Procedures

- 4.4.1. The CPBA-AP always recommends and implements the least restrictive procedures that are likely to result in meaningful behavioral change.

4.5. Setting Up a Successful Environment

- 4.5.1. The CPBA-AP explains to the Client and/or stakeholder the environmental conditions that will optimize treatment outcomes.
- 4.5.2. The CPBA-AP works with the Client and/or stakeholder to develop an environment conducive to treatment/intervention.
- 4.5.3. If the current environment is not conducive to effective treatment/intervention and the CPBA-AP cannot arrange a better learning environment, the CPBA-AP does not provide the treatment/intervention and either allocates resources to arrange the desired environment, terminate services (using appropriate procedures), or refers the Client to other service providers.

4.6. Protocols

- 4.6.1. The CPBA-AP is responsive to changes in the Client's behavior and makes in-the-moment changes to protocols and procedures based upon Client behavior as opposed to being solely responsive to a protocol, when appropriate.
- 4.6.2. When providing treatment/intervention for Clients, the CPBA-AP has proactive and reactive plans in place to reduce undesired behaviors and increase desired behaviors.

4.7. Reinforcement

- 4.7.1. The CPBA-AP uses positive reinforcement as part of intervention.
- 4.7.2. The CPBA-AP does not implement formal preference assessments when doing so impedes or interferes with treatment or starting treatment more quickly.
- 4.7.3. The CPBA-AP utilizes in-the-moment assessments to determine the function of stimuli.
- 4.7.4. The CPBA-AP attempts to condition new stimuli/events to function as reinforcers throughout the course of treatment.
- 4.7.5. The CPBA-AP avoids using reinforcers that may be harmful to the Client's social or emotional development.

4.8. Punishment Based Procedures

- 4.8.1. The CPBA-AP may implement non-aversive, less invasive punishment-based procedures (e.g., verbal feedback, token removal) that do not result in adverse side effects for the Client.
- 4.8.2. The CPBA-AP implements aversive punishment-based procedures if the necessity of decreasing an aberrant behavior is justified.
- 4.8.3. The CPBA-AP obtains written consent for implementing aversive punishment-based procedures prior to such procedures being implemented.
- 4.8.4. The CPBA-AP only implements punishment-based procedures in conjunction with positive reinforcement and proactive teaching.
- 4.8.5. The implementation of aversive punishment-based procedures and their effectiveness, or lack thereof, should be documented by the CPBA-AP with objective data.
- 4.8.6. The CPBA-AP stops punishment-based procedures when they are not effective.
- 4.8.7. In cases of emergency, the CPBA-AP may implement aversive punishment-based procedures until the emergency subsides and then obtain consent for future implementation.
- 4.8.8. The CPBA-APs only implements punishment-based procedures for which they have been trained.

4.9. Discontinuing Programs

- 4.9.1. The CPBA-AP has clear and objective criteria to discontinue treatment.

5. Supervision and Training

5.1. Competency

- 5.1.1. The CPBA-AP only supervises individuals within their own scope of competencies.

5.2. Number of Supervisees

- 5.2.1. The CPBA-AP only supervises a cohort of individuals for whom the supervision will be effective.

5.3. Effective Supervision and Training

- 5.3.1. The CPBA-AP implements multiple evidence-based methods to train and supervise individuals.
- 5.3.2. The CPBA-AP has frequent communication with individuals they are supervising.
- 5.3.3. The CPBA-AP only has individuals participate in training scenarios for which the individual is competent to work and ensures the Client(s) will be free from harm.

5.4. Contracts

- 5.4.1. The CPBA-AP creates contracts with individuals they are supervising that explicitly state what supervision and training entails, the expectations of the CPBA-AP, the expectations for the individual they are supervising, evaluation criteria, payment, and termination.

5.5. Providing Feedback

- 5.5.1. The CPBA-AP documents any training, feedback, and progression that has occurred with the individual they are supervising.

5.6. Terminating Supervision and Training

- 5.6.1. All termination of supervision and training is to be done in writing and documents that the individual they are supervising has received such notification either by a signature of the individual or by certified mail.

6. Research and Dissemination

6.1. Socially Valid Research

- 6.1.1. The CPBA-AP conducts research that is socially valid, maintains the dignity of the participant(s), and keeps the participant free from harm.

6.2. Institutional Approval

- 6.2.1. The CPBA-AP obtains approval by an institutional formal research review committee prior to conducting any components of their research.

6.3. Informed Consent

- 6.3.1. The CPBA-AP obtains written informed consent from the participant prior to conducting any component of the research. If the participant is a minor, the parent/guardian's consent must be obtained.
- 6.3.2. The informed consent obtained by the CPBA-APs includes the following components: (a) the purpose of the research; (b) the expected duration; (c) the procedures used within the research; (d) the right to decline or withdraw from research with no repercussions for the participant or participant's guardian; (e) benefits of the research; (f) potential risks/harm for participating in the research; (g) protection of confidentiality; (h) the right for debriefing at the end of the research; and (g) who to contact about the research or any potential ethical complaints.
- 6.3.3. Informed consent obtained by the CPBA-AP is written in language that is understandable to the participant and/or the participant's guardian.

6.4. Deception in Research

- 6.4.1. The CPBA-AP avoids using deception in research unless it is determined by the institutional review board that deceptive techniques are justified by the study's significance to the scientific community and for the participant(s).
- 6.4.2. The CPBA-AP shall document all deceptive techniques and the justification for applying such.
- 6.4.3. If using deception, the CPBA-AP never puts a participant in physical, mental, or emotional harm.
- 6.4.4. If using deception, the CPBA-AP debriefs with a participant at the conclusion of the study.

6.5. Debriefing

- 6.5.1. The CPBA-AP informs the participant(s) that debriefing will occur at the conclusion of the study.
- 6.5.2. The CPBA-AP debriefs with the participant(s) in a reasonable timely manner once the study has concluded.

6.6. Plagiarism

- 6.6.1. The CPBA-AP does not present another's work or data as their own.
- 6.6.2. The CPBA-AP provides citation(s)/reference(s) when making claims and/or when citing the work of others.

6.7. Confidentiality

- 6.7.1. The CPBA-AP maintains the confidentiality of participants within a study so as to not reveal the actual identify of the participant.

6.8. Publication Credit

- 6.8.1. The CPBA-AP takes responsibility and credits all who made a valuable contribution to a given project or study.
- 6.8.2. The CPBA-AP provides author order that reflects the contribution that a researcher provided to a given project.
- 6.8.3. The CPBA-AP obtains consent from all co-authors regarding the author order prior to the CPBA-AP submitting the order for possible publication.

6.9. Reporting Results

- 6.9.1. The CPBA-AP does not fabricate or falsify data.
- 6.9.2. When the CPBA-AP discovers an error in the data, they take steps to correct such errors in a manner that is likely to reach the audience who has viewed the data.
- 6.9.3. When publishing research, the CPBA-AP does not publish data in a way that would mislead consumers.
- 6.9.4. The CPBA-AP maintains all records related to the research for no less than seven (7) years.
- 6.9.5. Upon request, the CPBA-AP provides data to other researchers when requested, while maintaining research participant's confidentiality.

6.10. Non-Duplication

- 6.10.1. The CPBA-AP does not represent previously published data as original data.

6.11. Reviewers

- 6.11.1. The CPBA-AP reviews material submitted for publication, presentations, or grants that respects the confidentiality and the proprietary rights of that information.

7. Social Media and Public Statements

7.1. Avoidance of False or Deceptive Statements

- 7.1.1. The CPBA-AP avoids making false, deceptive or misleading statements, providing disinformation, and/or misinformation.
- 7.1.2. If a false, deceptive or misleading statement is made unintentionally, the CPBA-AP rectifies the statement in a timely manner that is likely to reach the audience who has viewed the original statement.
- 7.1.3. The CPBA-AP only claims degrees, certifications, or licensures they have earned and for which they can show proof.
- 7.1.4. The CPBA-AP does not advertise non-behavior analytic services or non-evidence-based services at any time as it relates to intervention for individuals diagnosed with ASD.

7.2. Intellectual Property

- 7.2.1. The CPBA-AP only uses trademarked or copyrighted materials if they have obtained prior permission from the owners thereof as required by law.
- 7.2.2. The CPBA-AP gives appropriate credit to authors when conducting presentations.

7.3. Statements of Others

- 7.3.1. The CPBA-AP retains professional responsibility when engaging others to create or disseminate public statements that promote their professional products, practices, or activities.
- 7.3.2. The CPBA-AP clearly identifies if and when paid advertisement is being used.
- 7.3.3. If the CPBA-AP learns of deceptive statements about their work made by others, the CPBA-AP makes reasonable efforts to correct such statements (e.g., emailing them about the deception).
- 7.3.4. If the CPBA-AP is in an administrator, moderator, or has a leadership role on a social media page or platform and they witness or are made aware of others making false or misleading statements, providing disinformation or misinformation on that page or platform, the CPBA-AP will take appropriate actions to immediately address the posting or alert the poster about the inaccuracy of their statement(s).

7.4. Media Presentations

- 7.4.1. The CPBA-AP who provides public advice or comment via print, internet, or other means must take precautions to ensure the statements are based on their own professional knowledge, training, or experience and in accord with appropriate research literature and practice.
- 7.4.2. The CPBA-AP ensures that confidential information is protected during all media presentations.
- 7.4.3. If the CPBA-AP provides confidential information during a media presentation, the CPBA-AP obtains prior written consent to use such confidential information.
- 7.4.4. Statements made by the CPBA-AP are those of the CPBA-AP alone and not the Progressive Behavior Analyst Autism Council.

7.5. Testimonials

- 7.5.1. The CPBA-AP does not solicit testimonials from current Clients or other persons (e.g., parents, siblings, guardians).
- 7.5.2. The CPBA-AP clearly states when using an unsolicited testimonial from a current Client.
- 7.5.3. The CPBA-AP can use testimonials from former Clients.

7.6. Public Statements about Ethical Review Cases

- 7.6.1. The CPBA-AP shall not disclose correspondence related to ethical cases in which attempts for ethical informal resolution has been attempted.
- 7.6.2. The CPBA-AP shall not disclose information or make public statements regarding specific unresolved ethical complaints that have been filed with the Progressive Behavior Analyst Autism Council.
- 7.6.3. The CPBA-AP does not disclose information about ethical complaints (resolved or unresolved) that would reasonably lead to identification of the reporting party.
- 7.6.4. The CPBA-AP can disclose the outcomes from an ethical review.

8. Billing and Reporting

8.1. Maintenance of Records

- 8.1.1. The CPBA-AP, to the extent the records are under their control, creates, maintains, disseminates, stores, retains, and disposes of records and data relating to their professional and scientific work in order to facilitate the provision of services by the CPBA-AP or by other professionals, allows for replication of research design analyses, meets institutional requirements, ensures accuracy of billing and payments, and ensures compliance with the law.

8.2. Fees and Financial Arrangements

- 8.2.1. The CPBA-AP's fees for practice are consistent with applicable laws.

8.3. Reports

- 8.3.1. The CPBA-AP ensures that all reports are accurate with the information and data that are provided.
- 8.3.2. If the CPBA-AP finds any inaccuracies in a report, they rectify the situation immediately and communicate the correction(s) to those that have previously received the report.

9. Ethical Responsibility to a Progressive Approach to Applied Behavior Analysis

9.1. Affirming Principles

- 9.1.1. The CPBA-AP has an obligation to practice a Progressive Approach to ABA.
- 9.1.2. The CPBA-AP does not endorse, recommend, or implement procedures which are not behavior analytic in nature, non-evidence based, pseudoscientific, or anti-scientific.

9.2. Dissemination of Progressive ABA

- 9.2.1. The CPBA-AP promotes a Progressive Approach to ABA by making information available to the public through multiple modalities.

10. Responsibility to Colleagues and the Progressive Behavior Analyst Autism Council

10.1. Promoting an Ethical Culture

- 10.1.1. The CPBA-AP promotes an ethical culture in their work environments that is inclusive of, but not limited to, all ages, genders, gender identities, races, ethnicities, cultures, national origins, sexual orientations, religions, disabilities, and political orientations.

10.2. Conflicts Between Ethics and Law

- 10.2.1. If the CPBA-AP's ethical responsibilities conflicts with law, regulations, or other governing legal authority, the CPBA-AP clarifies the nature of the conflict, makes known their commitment to this Code of Ethics, and takes reasonable steps to resolve this conflict without breaking the law. Under no circumstances may this standard be used to justify or defend violating human rights.

10.3. Reporting Ethical Violations

- 10.3.1. When there may have been an ethical violation, the CPBA-AP first informs the other person and attempts to resolve the issue in a timely manner (known as informal resolution). Correspondence to seek resolution should remain private between the parties and the Progressive Behavior Analyst Autism Council.
- 10.3.2. If after the CPBA-AP contacts the other professional and ethical violations still occur or there has been no resolution, then the CPBA-AP reports the ethical violation to the Progressive Behavior Analyst Autism Council ethics committee. Disclosure of information regarding ethical violations must remain in accordance with requirements outlined in section 7.6.
- 10.3.3. If an ethical violation has substantially harmed or is likely to substantially harm a person or organization, the CPBA-AP will file a formal complaint with the Progressive Behavior Analyst Autism Council.
- 10.3.4. The CPBA-AP cooperates in ethics investigations, proceedings, and recommendations.
- 10.3.5. The CPBA-AP shall not file or encourage the filing of ethics complaints that are made with reckless disregard for or willful ignorance of facts that would disprove the allegation.

10.4. Discrimination Against Complaints

- 10.4.1. The CPBA-AP does not deny to a person employment, advancement, admission to programs, tenure, or promotion based solely upon either filing or being the subject of an ethics complaint.