



# CODE OF ETHICS

## FOR CERTIFIED PROGRESSIVE BEHAVIOR ANALYST-AUTISM SUPERVISOR



### PREAMBLE

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

The CPBA-AS is committed to a scientific philosophy and the use of objective data. The CPBA-AS is committed to a progressive approach when supervising and training on the treatment for individuals diagnosed with autism spectrum disorder (ASD). The CPBA-AS is committed to providing intervention that develops meaningful and socially significant behaviors that will improve their clients' quality of life. The CPBA-AS respects and protects civil and human rights while providing the greatest opportunity for development of client potential. The CPBA-AS is committed to treating all clients with dignity and compassion and holds core values of diversity, equity, and inclusion. Further, the CPBA-AS works 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 the CPBA-AS builds their professional and scientific work.

# DEFINITION OF TERMS

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## Certified Progressive Behavior Analyst-Autism Supervisor™

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

## Progressive Approach to Applied Behavior Analysis

Progressive ABA is a philosophical approach in which interventionists, supervisors, and applied researchers employ a structured yet flexible approach to behavior change. All efforts are contingent upon and responsive to the individual's progress. To do this, the Certified Progressive Behavior Analyst – Autism Supervisor uses the best available evidence in combination with advanced knowledge of basic principles and constant in-the-moment assessment to inform effective and caring intervention. This results in an approach that is grounded in science, socially-valid, and always progressing.

## Client

A client is any recipient or person who benefits from the professional services provided by the CPBA-AS. 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-AS; 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-AS is hired directly under contract with the third-party insurer or payer.

## Other Professionals

Refers to practitioners working for a different organization than the CPBA-AS including educators and educational support service personnel, medical practitioners and health service personnel, allied healthcare practitioners (e.g., speech-language pathologists, occupational therapists), and providers of social services.

## Multiple Relationships

A multiple relationship occurs when the CPBA-AS 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 a non-professional relationship with that individual in the near future.

## Exploitative Relationships

An exploitive relationship occurs when the CPBA-AS 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-AS asks a supervisee, student, client, or employee to break an ethical code or the law.

## Scientific Evidence/Evidence-Based Procedures

We acknowledge that there is no consensus on the criteria for a behavior analytic procedure or intervention to be considered an evidence-based practice, or if evidence-based practice in ABA-based interventions should consist of a list of procedures or be a clinical decision-making process. We encourage the CPBA-AS to take into consideration several of the standards that have been developed for use when examining the scientific evidence of a behavior analytic procedure. Critical features of these standards commonly include: (a) several publications in peer reviewed journals, (b) evaluation with several participants diagnosed with ASD and across several research facilities, and (c) clear demonstrations of effectiveness through sound research methodology.

## Informed Consent

Obtaining informed consent includes a description (or demonstration, if requested) of the range of procedures that are going to be implemented, potential benefits and risks for the client, how confidentiality is going to be protected, how videos are going to be used, how HIPAA standards are going to be met, and how the client can withdraw or be terminated from services.

# CODE OF ETHICS

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## 1. Relationships

### 1.1. Do No Harm

1.1.1. The CPBA-AS avoids engaging in any behaviors that can result in physical, emotional, or psychological harm to their clients, students, supervisees, or organizations.

### 1.2. Non-discriminatory

1.2.1. Within their context of work, the CPBA-AS 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. The CPBA-AS engages in 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-AS should consistently evaluate their own potential biases and make changes to guard against these biases.

### 1.4. Harassment

1.4.1. The CPBA-AS does not engage in sexual harassment as defined by local, national, and international law.

1.4.2. The CPBA-AS does not engage in other forms of harassments (e.g., emotional, physical) as defined by local, national, and international law.

### 1.5. Multiple Relationships

1.5.1. The CPBA-AS does not engage in Multiple Relationships.

1.5.2. If the CPBA-AS is in a Multiple Relationship the CPBA-AS resolves the Multiple Relationship immediately.

### 1.6. Exploitative and Sexual Relationships

1.6.1. The CPBA-AS does not engage in exploitative relationships.

1.6.2. The CPBA-AS does not engage in sexual relationships with clients or clients' family members; past and current.

### 1.7. Other Professionals

1.7.1. The CPBA-AS 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-AS only implements interventions, trains others, and/or teaches courses for which they have received proper education and training and have demonstrated competence in the related intervention.

### 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-AS provides services to keep the individual free from harm, even if the services fall outside the scope of the CPBA-AS's competency.

2.2.2. The CPBA-AS 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-AS shall document the circumstances surrounding the emergency, 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-based interventions, the CPBA-AS maintains competency with the population and within the area that they are working by completing all recertification requirements.

### 2.4. Compliance

2.4.1. The CPBA-AS obeys all professional codes of organizations for which they are members.

2.4.2. The CPBA-AS follows all local, regional, state, national, and international law as pertains to the conduct of their profession.

## 3. Duties to Clients

### 3.1. Accepting

3.1.1. The CPBA-AS only accepts clients who requested services and those services fall within their scope of competency.

### 3.2. Client Rights

3.2.1. The CPBA-AS, to the best of their ability, maximizes therapeutic benefits to the client.

3.2.2. The CPBA-AS supports the legal rights of the client.

3.2.3. The CPBA-AS provides any credentials, certifications, and previous experience to the client when requested.

3.2.4. The CPBA-AS provides information to the client, third-party, parent, or legal guardian about the procedures to lodge complaints or ethical violations.

### 3.3. Third-Party

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

### 3.4. Informed Consent and Assent

- 3.4.1. When the CPBA-AS supervises intervention or provides consultation they obtain written or electronic informed consent from the client or the client's legal guardian using language that is easy to understand.
- 3.4.2. The CPBA-AS 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-AS obtains informed consent that includes potential benefits and risks for the client.
- 3.4.4. The CPBA-AS obtains informed consent that describes how confidentiality is going to be protected, how videos are going to be used, how HIPAA standards are going to be met, and how the client can withdraw or be terminated from services.
- 3.4.5. The CPBA-AS obtains assent when required by organizational entities.
- 3.4.6. When informed consent is not possible within clinical practice (e.g., when working with minors) the CPBA-AS strives to obtain assent when possible and continues to measure and assess on a frequent basis.
- 3.4.7. When an emergency places the client in potential harm, the CPBA-AS provides intervention in accordance with Section 2.2 until the client is free from immediate harm. The CPBA-AS obtains consent to continue the intervention from that point forward if they are continuing with services.

### 3.5. Confidentiality

- 3.5.1. The CPBA-AS 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-AS 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-AS obtains informed consent from the client or the client's legal guardian that includes information about confidentiality and limits.
- 3.5.4. The CPBA-AS provides confidential information to law enforcement or social service agencies when the CPBA-AS sees a reasonable risk of harm to the client.
- 3.5.5. When the CPBA-AS needs to consult with a colleague about a client, the CPBA-AS does not disclose information that would identify the client unless written or electronic consent to disclose that information is provided by the client or the client's legal guardian.

### **3.6. Data and Records**

- 3.6.1. The CPBA-AS creates and maintains records that document what occurred during intervention. This information may include, but is not limited to, time of the sessions, interventionists present, interventions implemented, recommendations, and data on behavioral goals.
- 3.6.2. The CPBA-AS maintains confidentiality of all records.
- 3.6.3. The CPBA-AS maintains, stores, and disposes of records in accordance with law, regulation, and corporate policies while continuing to maintain client confidentiality.
- 3.6.4. The CPBA-AS plans how to maintain records in the event the CPBA-AS ceases practice.
- 3.6.5. The CPBA-AS provides maintained records to the client upon request.
- 3.6.6. The CPBA-AS provides maintained records to third parties upon request with the approval of the client or when required to by law (e.g., subpoena).
- 3.6.7. The CPBA-AS maintains data records for seven years or as mandated by law, whichever is longer.

### **3.7. Contracts, Fees, and Financial Arrangements**

- 3.7.1. Prior to providing services, a contract is signed between the client or the client's legal guardian and the CPBA-AS which outlines fees, services to be provided, obligations of the CPBA-AS, limits of confidentiality, and complaint procedures.
- 3.7.2. Prior to providing services, a contract is signed between the client or the client's legal guardian and the CPBA-AS making clear that services may be withheld or terminated for lack of payment.
- 3.7.3. The CPBA-AS maintains accurate billing and financial records that document services provided.
- 3.7.4. If the fees for service change, the CPBA-AS provides a new contract or an addendum to the contract highlighting the change in fee structure.
- 3.7.5. The CPBA-AS maintains contracts for seven years or as mandated by law, whichever is longer.
- 3.7.6. The CPBA-AS does not withhold records because payment has not been received.
- 3.7.7. If services are interrupted because of funding issues, the CPBA-AS informs the client or the client's legal guardian as soon as possible.
- 3.7.8. If services are interrupted because of funding issues, the CPBA-AS first notifies the client and/or funding source prior to using a collection agency.

### **3.8. Referral Fees**

- 3.8.1 The CPBA-AS does not provide money/gifts for referrals nor accepts money/gifts for referrals.

### **3.9. Right to Effective Treatment**

- 3.9.1. A client has an absolute right to receive effective intervention based upon current scientific evidence.
- 3.9.2. The CPBA-AS only supervises, trains, and/or provides interventions that are based on scientific evidence/are evidence-based procedures.
- 3.9.3. Any intervention implemented by the CPBA-AS should be individualized to meet the needs of the client.



- 3.9.4. The CPBA-AS includes client preference in determining the intervention when applicable and provides support in evaluating the merits of available options.
- 3.9.5. If there is more than one intervention or procedure which would be considered evidence-based, the CPBA-AS 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.

### **3.10. Interruption of Treatment**

- 3.10.1. Unless otherwise covered by contract, the CPBA-AS 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).

### **3.11. Discontinuing Services**

- 3.11.1 The CPBA-AS 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.
- 3.11.2. If agreed upon prior to services beginning, the CPBA-AS may terminate services due to lack of payment.
- 3.11.3. 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-AS.
- 3.11.4. The CPBA-AS makes all reasonable efforts to facilitate transition to another professional if continued treatment is required.

## **4. Right to a Progressive Approach to ABA**

### **4.1. Conceptually Systematic**

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

### **4.2. Socially Valid Outcomes**

- 4.2.1. The CPBA-AS targets only those behaviors which are meaningful to the client in the short-term or have long-term benefits.
- 4.2.2. The CPBA-AS 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-AS on the goals of intervention, the CPBA-AS 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-AS makes every attempt to provide rationales for adopting the goals of intervention, provide supporting evidence, and have discussions with the caregivers about recommendations. If the disagreement cannot be resolved, refer to 3.11 above.



- 4.2.4. The CPBA-AS 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-AS conducts periodic review plans with the client and/or caretaker.
- 4.2.6. The CPBA-AS provides intervention that is culturally responsive.

### **4.3. Assessment**

- 4.3.1. When attempting to decelerate behavior, the CPBA-AS conducts a functional assessment as necessary, which can include in-the-moment assessment, observations, interviews, antecedent-behavior-consequence data collection, questionnaires, or functional analyses.
- 4.3.2. The CPBA-AS consults with outside medical and non-medical professionals when necessary.
- 4.3.3. The CPBA-AS 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-AS conducts formal or informal assessments prior to providing services for a client.
- 4.3.5. The CPBA-AS does not continue to conduct assessments which would impede progress or be detrimental.
- 4.3.6. The CPBA-AS only collects data and conducts assessments that are necessary to inform treatment decisions or for research purposes.
- 4.3.7. The CPBA-AS provides ongoing assessment throughout the course of intervention.
- 4.3.8. The CPBA-AS only implements assessments for which they have been trained.
- 4.3.9. When conducting a functional analysis, the CPBA-AS 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-AS 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-AS obtains informed consent prior to implementing any assessments.

### **4.4. Least Restrictive Procedures**

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

### **4.5. Designing a Successful Learning Environment**

- 4.5.1. The CPBA-AS explains to the client and/or stakeholder the environmental conditions that will optimize intervention outcomes.
- 4.5.2. The CPBA-AS works with the client and/or stakeholder to develop an environment conducive to intervention.
- 4.5.3. If the current environment is not conducive to effective intervention and the CPBA-AS cannot arrange a better learning environment, the CPBA-AS does not provide the 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-AS 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.
- 4.6.2. When providing intervention for clients, the CPBA-AS has proactive and reactive plans in place.

## 4.7. Reinforcement

- 4.7.1. The CPBA-AS uses positive reinforcement as part of intervention.
- 4.7.2. The CPBA-AS does not implement formal preference assessments when doing so impedes or interferes with intervention or starting intervention more quickly.
- 4.7.3. The CPBA-AS utilizes in-the-moment assessments to determine the function of stimuli.
- 4.7.4. The CPBA-AS attempts to condition new stimuli/events to function as reinforcers throughout the course of intervention.
- 4.7.5. The CPBA-AS 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-AS may implement non-aversive, least 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-AS implements aversive punishment-based procedures if the necessity of decelerating a behavior is justified.
- 4.8.3. The CPBA-AS obtains written or electronic consent for implementing aversive punishment-based procedures prior to such procedures being implemented.
- 4.8.4. The CPBA-AS 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-AS with objective data.
- 4.8.6. The CPBA-AS stops punishment-based procedures when they are not effective.
- 4.8.7. In cases of emergency, the CPBA-AS may implement aversive punishment-based procedures until the emergency subsides and then obtain consent for future implementation.
- 4.8.8. The CPBA-AS only implements punishment-based procedures for which they have been trained.

## 4.9. Discontinuing Programs

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

## 5. Supervision

### 5.1. Competency

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

### 5.2. Effective Supervision and Training

- 5.2.1. The CPBA-AS implements only evidence-based methods to train and supervise individuals.
- 5.2.2. The CPBA-AS has frequent communication with individuals they are supervising.
- 5.2.3. The CPBA-AS only has individuals participate in training scenarios for which the individual is competent to work and ensures the trainee will be free from harm.

### 5.3. Contracts

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

### 5.4. Providing Feedback

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

### 5.5. Professionalism

- 5.5.1. The CPBA-AS demonstrates professionalism when collaborating and training others
- 5.5.2. The CPBA-AS engages in socially valid and culturally responsive behaviors (e.g., statements, practices) when interacting with others across contexts.

### 5.6. Terminating Supervision and Training

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

## 6. Social Media and Public Statements

### 6.1. Avoidance of False or Deceptive Statements

- 6.1.1. The CPBA-AS avoids making false or misleading statements, providing disinformation, and/or misinformation.

- 6.1.2. If a false, deceptive, or misleading statement is made unintentionally, the CPBA-AS rectifies the statement in a timely manner that is likely to reach the audience who has viewed the original statement.
- 6.1.3. The CPBA-AS only claims degrees, certifications, or licensures they have earned and for which they can show proof.
- 6.1.4. The CPBA-AS 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.

## **6.2. Intellectual Property**

- 6.2.1. The CPBA-AS only uses trademarked or copyrighted materials if they have obtained prior permission from the owners thereof where required by law.
- 6.2.2. The CPBA-AS gives appropriate credit to authors when conducting presentations.

## **6.3. Statements of Others**

- 6.3.1. The CPBA-AS retains professional responsibility when engaging others to create or disseminate public statements that promote their professional products, practices, or activities.
- 6.3.2. The CPBA-AS clearly identifies if and when paid advertisement is being used.
- 6.3.3. If the CPBA-AS learns of deceptive statements about their work made by others, the CPBA-AS makes reasonable efforts to correct such statements (e.g., emailing them about the deception).
- 6.3.4. If the CPBA-AS 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-AS will take appropriate actions to immediately address the posting or alert the poster about the inaccuracy of their statement(s).

## **6.4. Media Presentations**

- 6.4.1. The CPBA-AS 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.
- 6.4.2. The CPBA-AS ensures that confidential information is protected during all media presentations.
- 6.4.3. If the CPBA-AS provides confidential information during a media presentation, the CPBA-AS obtains prior written or electronic consent to use such confidential information.
- 6.4.4. Statements made by the CPBA-AS are those of the CPBA-AS alone and not the Progressive Behavior Analyst Autism Council.

## 6.5. Testimonials

- 6.5.1. The CPBA-AS does not solicit testimonials from current clients or other persons (e.g., parents, siblings, guardians).
- 6.5.2. The CPBA-AS clearly states when using an unsolicited testimonial from a current client.
- 6.5.3. The CPBA-AS can use testimonials from former clients.

## 6.6. Public Statements about Ethical Review Cases

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

# 7. Billing and Reporting

## 7.1 Maintenance of Records

- 7.1.1. The CPBA-AS, 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-AS or by other professionals, allows for meets third-party vendor and organizational requirements, ensures accuracy of billing and payments, and ensures compliance with the law.

## 7.2. Fees and Financial Arrangements

- 7.2.1. The CPBA-AS's fees for practice are consistent with applicable laws.

## 7.3. Reports

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

# 8. Ethical Responsibility to a Progressive Approach to ABA

## 8.1. Affirming Principles

- 8.1.1. The CPBA-AS has an obligation to practice a Progressive Approach to ABA.

- 8.1.2. The CPBA-AS does not endorse, recommend, or implement procedures which are not behavior analytic in nature, non-evidence based, pseudoscientific, or anti-scientific.

## **9. Responsibility to Colleagues and the Progressive Behavior Analyst Autism Council**

### **9.1. Promoting an Ethical Culture**

- 9.1.1. The CPBA-AS 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.

### **9.2. Conflicts Between Ethics and Law**

- 9.2.1. If the ethical responsibilities of the CPBA-AS conflicts with law, regulations, or other governing legal authority, the CPBA-AS 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.

### **9.3. Reporting Ethical Violations**

- 9.3.1. When there may have been an ethical violation, the CPBA-AS 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.
- 9.3.2. If after the CPBA-AS contacts the other professional and ethical violations still occur or there has been no resolution, then the CPBA-AS 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 6.6.
- 9.3.3. If an ethical violation has substantially harmed or is likely to substantially harm a person or organization, the CPBA-AS will file a formal complaint with the Progressive Behavior Analyst Autism Council.
- 9.3.4. The CPBA-AS cooperates in ethics investigations, proceedings, and recommendations.
- 9.3.5. The CPBA-AS 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.

## **9.4. Discrimination Against Complaints**

9.4.1. The CPBA-AS 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.