

# **Authorized Continuing Education (ACE) Provider: Initial Application**

Applicants must read the ACE Provider Handbook and agree to meet all requirements prior to applying to become an ACE Provider.

#### Instructions

**Provider Information** 

- 1) Read the ACE Provider Handbook and contact the BACB with any questions via the Contact Us Form.
- 2) Complete this application and submit it via the Contact Us Form.
- 3) Pay the non-refundable processing fee (\$200 for Organization Providers; \$100 for Individual Providers) by either:
  - a) Paying via credit card. If choosing this payment option, BACB staff will send you information about how to pay the fee; or
  - b) Sending a check to: Behavior Analyst Certification Board, 7950 Shaffer Parkway Littleton, CO 80127 USA (please include the ACE Provider name on the check).
- 4) Wait up to 2 weeks from the date your completed application (including payment) is received.
- 5) After your application is reviewed, you will receive either an approval email or an email informing you of what is needed to continue processing your application.

## Type of Provider: ☐ Individual ☐ Organization Individual/Organization ACE Provider Name: \_\_\_\_\_ Provider Website (if available):\_\_\_\_\_ Physical Mailing Address: \_\_\_ Coordinator/Individual Information \_\_\_\_\_\_ BACB Certification #: \_\_\_\_\_ Name:\_ Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_ Payment Type ☐ Credit Card ☐ Check

#### **Attestations**

- · By signing below, I affirm that I have read the ACE Provider Handbook in its entirety and agree to comply with all requirements.
- By signing below, I affirm that I meet the requirements to serve as an Individual Provider or ACE Coordinator as described in the ACE Provider Handbook.

- By signing below, I affirm that I understand that I will be solely responsible for this ACE Provider's Learning continuing education (CE) offerings.
- By signing below, I affirm that I will personally present all content (Individual Providers) or personally review and be responsible for content provided by qualified instructors (Organization Providers).
- By signing below, I affirm that I will ensure that all events offered for Learning CE are consistent with the standards for Learning CE as described in the ACE Provider Handbook (e.g., content is behavior-analytic and goes beyond the current task list).
- By signing below, I affirm that I will ensure that documentation and record-keeping of all events will be completed in accordance with the BACB's requirements for ACE Providers as described in the ACE Provider Handbook.
- By signing below, I affirm that I will retain (and provide to the BACB upon request) all documentation, as described in the ACE Provider Handbook.
- By signing below, I affirm that the information provided in this application is true and accurate. I agree to be bound by all BACB standards and requirements for ACE providers. I agree to indemnify and hold harmless the BACB, its directors, officers, employees, agents, and volunteers from and against any and all liability (including court costs and attorney's fees) that may arise from the BACB's agreement to process this application and any decisions or actions relating to this application, including, but not limited to: approval decisions, renewal actions and decisions, denials of approved status, notice regarding ACE status, and the issuance of sanctions regarding approval status.

### Application Processing Agreement

The Behavior Analyst Certification Board (BACB) agrees to process this application subject to your agreement to the following terms and conditions:

- 1. You have read and agree to be bound by and comply with all BACB rules and requirements (which may be revised) as specified in the applicable BACB certification handbook(s) and on the BACB website relating to:
  - · your application for initial certification,
  - your compliance with the relevant ethics code and code-enforcement procedures,
  - · the maintenance of your certification, and
  - your application for renewal or recertification.
- 2. You will only convey truthful and accurate information to the BACB.
- 3. You must complete all requirements related to the BACB certification you are seeking or currently hold, including, but not limited to:
  - paying applicable fees (which are nonrefundable)
  - demonstrating that you have met requirements for initial certification, maintaining certification, and renewal or recertification, as may be applicable
  - complying with applicable BACB ethics requirements
  - complying with all BACB documentation and reporting requirements
  - reviewing and complying with any revised requirements. You will receive notice of revisions in at least one of the following mediums:
    - the BACB Newsletter.
    - the BACB website.

- an email from the BACB, or
- a notice published in your BACB account.
- 4. You must check the email account you have on record with the BACB, review the BACB website, and review your BACB account on a monthly basis, as the BACB typically provides at least thirty (30) days' advance notice of updated requirements.
- 5. You authorize the BACB to publish or otherwise release the following information to governmental licensure boards or agencies, funders, professional associations, supervisors, mentors, and employers. You also authorize the BACB to publish the following information on the BACB website:
  - · certificant name
  - · certification status (e.g., active, inactive, expired, suspended, revoked, practice restrictions, ineligible for certification)
  - certificant geographic location
  - certification dates
  - qualifications and willingness to supervise others
  - violations of ethics requirements, including, but not limited to:
    - · your name on a matter resulting in revocation of certification or eligibility, suspension of certification or eligibility, invalidation of certification, mandatory supervision, or other practice restrictions
    - geographic region where the matter occurred
    - code standard(s) violated
    - year of disciplinary action(s)
    - interim or final action(s) imposed

Unless you choose to opt out, you may be contacted through the Certificant Registry and/or through the BACB mass email service.

Except as otherwise provided herein, it is the policy of the BACB not to release information provided in BACB applications (initial, renewal, and recertification) or contained in certificant records unless such information relates to a pending or final disciplinary, educational/coaching, or supervision matter; is requested by a governmental licensure board or agency, other governmental agency, or court of law; is necessary to conduct a disciplinary investigation or criminal background check; is necessary to provide feedback to a supervisor; or is otherwise properly subpoenaed.

It is the policy of the BACB to comply with all applicable privacy and publication laws. If you become aware that this agreement contravenes laws where you reside, you agree to immediately provide the BACB with written notice of the conflict. Once your information has been published on the BACB website or released outside of the BACB, the BACB is unable to assure removal or retrieval of the information.

6. You agree to hold the BACB harmless and to waive, release, and exonerate the BACB, its officers, directors, employees, committee members, and agents (referred to collectively as BACB personnel) from any claims that you may have against the BACB arising out of the BACB's review of this application or any future applications relating to eligibility for certification, recertification or renewal, reinstatement, conduct of the examination, disciplinary processing, issuance of a disciplinary decision, publication, or third-party disclosure in accordance with Clause 5 of this Agreement. Except as may be found to contravene the law, you waive

any right to assert a claim against the BACB where you are a representative or member of a class or representative action; further, should you be permitted by law or court of law to proceed with a class or representative action, you shall not be entitled to recover attorneys' fees. Additionally, you agree to refrain from subpoenaing the BACB and BACB personnel in any legal proceeding.

- 7. Your communications with BACB personnel must be professional. You agree to use BACB-approved contact forms and processes for contacting BACB personnel. Communication from you or your representatives regarding a BACB-related matter or decision may not be made outside of the BACB-approved contact forms or processes, including, but not limited to, contacting personnel at their home, in their community, or at their place of employment (if employed outside of the BACB). You also agree that you will not engage in threatening, vexatious, harassing, and/or profane communications with BACB personnel. If you are sent a cease-and-desist notice from the BACB for any reason (e.g., engaging in harassing communication or unauthorized contact, misrepresentation of BACB-owned intellectual property), you agree to immediately comply with that cease-and-desist notice.
- 8. You acknowledge that this certification, if granted, indicates that you have met the BACB's requirements but does not warrant or quarantee your competence to provide professional services. You also indemnify the BACB from and against any liability that may arise from the BACB's issuance of your certification as it relates to your professional practice.
- 9. You agree to abide by all BACB ethics requirements, Examination Terms and Conditions, Examination Rules, and any other testing-related requirements identified by the BACB and/or the BACB's testing vendor.
- 10. You agree that your address of record with the BACB will, at all times, accurately reflect your lawful residence (state/province and country). You understand that initial certification applications are only available to candidates who reside in authorized geographic locations, and that the BACB reserves the right to modify or discontinue offering initial certification applications and/or recertification applications in certain geographic locations in the discretion of the BACB.

The terms of this agreement include and incorporate by reference the Terms of Use and Privacy Policy published on the BACB website. This agreement survives expiration of your certification application and certification. This agreement is governed by the laws of the state of Colorado. In the BACB's sole discretion, any disputes between you and the BACB must be resolved by binding, individual arbitration in Colorado with an arbitrator selected by mutual agreement of the parties, except as may be necessary for the BACB to obtain injunctive or other relief to protect the BACB's intellectual property rights. Arbitration, if applicable, will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event of a judgment against the BACB in a matter filed by or on behalf of you, you agree that damages or compensation awarded, payable, or due to you by the BACB may not exceed any fees you have paid to the BACB in association with submitting this application.

E	By signing, l	l agree to t	these attestations	s and to be	e bound	by the terms	of this App	olication	Processing A	Agreement.

PRINTED NAME:	
SIGNATURE:	DATE:

This document must be signed in accordance with the Acceptable Signatures Policy.