

Autism and Behavioural Services

Conditions of Agreement / Contract with Foundations for Learning (FFL)

FFL is an educational consultancy and shared services provider offering teaching and learning support to students/adults, teacher training, consultancy and educational advisory services etc.

FFL's goal is to provide highly specialized educational, psychological or behavioural support via a network of practitioners who will work within the schools and on a consultative basis, providing assessment, management plans, advice and training and teaching solutions to individuals and groups within the education community.

Art. 1 PURPOSE OF AGREEMENT

1. The purpose of this agreement is, on the part of FFL, to understand and support the named client by:
 - a. assessing the needs of the client,
 - b. providing input through which the client can be supported.
2. Where the named client is a child/young person, it is the responsibility of the parents, to provide the conditions for understanding and supporting the student by
 - a. providing any existing information,
 - b. supporting the assessment process,
 - c. fulfilling the financial agreement/contract.

Art. 2 ACCEPTANCE PROCESS

1. The acceptance process may vary from one applicant to another due to a number of factors, most notably the nature of the referral area/s.
2. The final decision concerning acceptance of a client by the consultant rests with FFL fulfilling the financial agreement/contract.

Art. 3 ADMISSION, SCOPE, DURATION AND CLOSURE

1. To the extent that each client is unique, each approach to Autism or behavioural support is equally unique. The assessment process will determine the steps taken towards understanding the support needs of the client.
2. The scope and duration of support services will be directly dependent on the need of the client.
3. Closure may be achieved through a review and, where appropriate, final report provided by FFL.

Art. 4 COSTS, PAYMENT OF FEES, BILLING

1. The charge for Board Certified Behaviour Analytic (BCBA) supervision per hour is CHF 180 (this generally splits as 50 minutes contact with the child/adolescent and 10 minutes admin).
2. All consultancy fees are due within 10 days from the date of the invoice.
3. Services may be suspended if accounts remain unpaid after a written reminder.
4. Telephone/Skype Contact There may be times when it is more convenient for the client to seek support from a counselor/psychologist via telephone or Skype.
5. The BCBA may want to have one or more telephone consultations with parents prior to starting sessions with a young person and/or over the first phase of the work to gather information. Additionally, depending on the reason for the referral and the age of the young person, check-in calls may be agreed on which could take place at regular intervals (e.g. every 4 or 6 weeks). Communication relating to practical issues (e.g. session times, holiday breaks etc.) should be by email.
6. All telephone/Skype calls are charged at the standard rate of CHF 180 per hour (15-30 minutes = CHF 90, 30-60 minutes = CHF 180).

Art. 5 CANCELLATION OF ORDERED HOURS

1. All efforts should be made to inform FFL of cancellations with as much notice as possible.
2. Cancellation policy requires a minimum of 24 hours notice. If notice is given before 7:30am on the day of the session, 50% of the fee will be charged. If notice is given after 7:30am, 100% of the fee will be charged for the missed session.

Art. 6 INSURANCE USED TO COVER THE COSTS OF WORK UNDERTAKEN BY FOUNDATIONS FOR LEARNING.

1. It is the obligation of the bill-payer to check whether work undertaken by Foundations for Learning is covered by their insurance policies before commencing at Foundations for Learning (if they wish to have insurance coverage).
2. In cases where insurance does not cover the costs, the bill-payer is liable to pay the full amount of hours rendered by Foundations for Learning.
3. Swiss health insurance very rarely covers the costs of practitioners at Foundations for Learning.

Art. 7 INSURANCE AND LIABILITY FOR DAMAGE

1. FFL will NOT provide any insurance coverage for the client, particularly not health, accident, or third party liability insurance coverage.
2. Parents confirm to have their own health, accident and liability insurance for a child.
3. Damage caused to people or property by the client on his/her way to or at the premises of FFL, is the sole and full liability of the client (and/or parents where a child is the named client).
4. FFL will not accept any liability in the case of theft to the disadvantage of the client.

Art. 8 CONFIDENTIALITY AND REPORTING

1. FFL and its practitioner uphold the strictest confidentiality. The limits of confidentiality will be discussed prior to the first session taking place.
2. In order for the client to benefit from the expertise and perspectives of a range of specialists, FFL may discuss cases with specialized third party professionals who work with FFL in order to ensure optimum services to the client. However, this will not be done without the approval of the client/parents.

Art. 9 MISCELLANEOUS

1. Any amendment or addition to this Agreement, as well as its mutual partly or totally annulment, shall be valid only if executed in writing. This also applies to the amendment, addition or annulment of this particular provision.
2. This Agreement shall be exclusively governed and construed by the laws of Switzerland (without reference to its conflict of law provisions).
3. All disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendments and termination, shall be exclusively decided by the competent courts at the registered seat of FFL.

Art. 10 NATURE AND FEATURES OF THE BEHAVIORAL INTERVENTION

1. The behavioral intervention provided by FFL is based on the principles of Applied Behavior Analysis (ABA) and aims to teach the client new skills, reduce behavioral excesses and promote socially adequate behaviors. The main intervention tools will be the interview, the measurement of behavior, the application of corrective protocols based on environmental control and modification of the environment, the physical guidance of the client.
2. The intervention, which makes use of scientifically validated procedures, does not ensure the achievement of a state of normality or recovery, but aims to improve the quality of life of the client and his family by increasing desired behaviors and modifying their shape. The intervention will be related to the areas of need, as socialisation, communication, self-care, play skills, learning skills, health and safety skills and use of public spaces.
3. In order for the intervention to be effective it is necessary that all the environments habitually attended by the client, family in first instance, adhere in a systematic and coherent way to the programming drawn up by the behavioral consultant.
4. The programming, carried out starting from an initial functional evaluation of the user, will be presented in the form of written reports, specific intervention protocols, guidelines, data collection forms and any other materials sent via email from the behavioral consultant to the client's parents, teachers and tutors involved in the project (other family members, ABA tutors, school support teachers, educators, speech therapists, psychomotor therapists, child neuropsychiatrists, pediatricians, etc).
5. The responsibility for finding and preparing the materials necessary to carry out the corrective intervention as described in the program lies with the family,

which is required to provide them by the date on which the intervention on the client is scheduled; should the family fail to comply with the terms indicated above, they must be held solely responsible for the postponement of the intervention.

6. Should the client adhere to other interventions in addition to the ABA one, the client's parents are kindly asked to notify the behavioral consultant so that he can communicate and collaborate with the professionals involved and agree on pursuing common objectives or define together guidelines that channel the efforts of the user in a shared direction; with the exclusion of any liability by the behavioral consultant and FFL for any refusals by third parties.
7. In order to ensure effectiveness, the ABA intervention requires two fundamental prerequisites: A) intensive application: the greater the weekly sessions during which programming is applied, the faster the user's learning will be, therefore the faster the progression towards more advanced objectives; B) generalisation of the skills acquired during the intervention sessions to the largest number of environments usually attended by the client (school, oratory, sports centers, recreational courses).
8. The parental role in the implementation of the ABA is central to ensure a positive outcome, since the family represents, in most cases, the figure closest to the client, therefore the one who best knows his/her habits and characteristics. The programming, therefore, is verbally explained and concretely shown by the behavioral consultant to the parents in order to ensure them the necessary tools to apply it independently in a correct manner. The family, on the basis of their availability and resources, can choose to make use of trained operators to support the conduct of the weekly sessions, however, active participation is strongly recommended (carrying out at least one weekly session).
9. At each work session with the behavioral consultant, the family and operators are asked for an update on the ABA sessions carried out through the delivery of the data collection sheets. The behavioral consultant remains at the disposal of the family and operators for any questions, doubts or clarifications about the sheets. The programming, based on the data collected step by step, is updated during the meetings (workshops), which require the participation of tutors and family.
10. The behavioral consultant has the right to discontinue service to a client on the basis of scientific and/or ethical evaluations of the case (eg. client is not benefiting from the service; lack of compliance of client's caregivers with the intervention prescriptions; negligent management by the client's caregivers of the risk of harms for the client itself or other involved people, etc.).
11. Signing the present agreement the client's parents and/or guardians authorize the behavioral consultant and FFL to archive and use for purposes related to the intervention project itself the information concerning the client and the parents or guardian themselves through written paper and / or digital documents and audio and video recordings. They also authorize the behavioral consultant to

release these documents to any supervisors, in any case bound by professional secrecy, and to discuss with them any matter relating to the documents to improve the quality of the service offered. They also authorize FFL staff to discuss any matter relating to the documents to improve the quality of the offered service. The behavioral consultant and FFL undertake to guarantee the confidentiality of the information and data in question, and in the case of digital documents, they undertake to keep them in a password-protected computer.

12. Client's parents and/or guardians undertake not to disseminate any document among those delivered by the behavioral consultant to people unrelated to the intervention project.

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