

# Overview

BCBAs who are granted voluntary inactive status may remain inactive for up to four years. Individuals who have inactive status will be listed as inactive on the Certificant Registry and will not be verified as having active BACB certification. These individuals may refer to their certification as "BCBA-D (Inactive)" or "BCBA (Inactive)." An inactive certificant is strictly prohibited from practicing or billing as a BCBA or BCBA-D. In addition, inactive BCBAs will not be required to submit recertification applications (including fees) while inactive.

BCBAs who wish to request this status will need to (a) be in their recertification window and (b) have completed continuing education for their recertification cycle (prorated to the month). For example, if a BCBA is 12 months into their current certification cycle, they would need to complete 16 CEUs by the time this application is submitted. Please note that individuals who reside outside of the US, Canada, Australia, and the United Kingdom will not be eligible for certification after January 1, 2023 if they do not return within 4 years.

Returning from Voluntary Inactive: When a BCBA wishes to reinstate their certification, the BCBA will need to:

- 1) Submit a Request to for Return from Voluntary Inactive Status (including fees) to the BACB and
- 2) If they have been inactive for more than two years, complete 8 hours of CEUs in the 12-month period prior to reactivation

After their certification becomes reactivated, their recertification cycle will restart where it was paused. For example, if the BCBA went inactive eight months into their cycle, they will have 16 months until they need to recertify again (and meet the recertification requirements). After returning from voluntary inactive status, they may not apply for voluntary inactive status again until they have completed one full recertification cycle.

If the BCBA fails to return from inactive status, their certification will expire as of the date they placed their certification on voluntary inactive status.

# Instructions

BCBAs who wish to request inactive status will need to:

- 1) Enter CEUs (pro-rated to the month) in their BACB account
- 2) Complete this application in its entirety for consideration. Incomplete documents will not be accepted. Submit the application through the Contact Us form prior to their certification expiration date.
- 3) Pay a \$50 non-refundable processing fee by either:
  - a) Sending a check to: Behavior Analyst Certification Board 7950 Shaffer Parkway Littleton, CO 80127 USA or
  - b) Paying via credit card. If choosing this payment option, BACB staff will send the information on how to pay once the application has been received.
- 4) Allow at least two weeks for processing

If approved, the voluntary inactive status will start the day the application was processed and will be indicated in the determination email.

#### A. BCBA Information

BCBA's Legal Name:	
BCBA Certification # (located in your <u>BACB account</u> ):	

#### B. Ability to Practice

I (BCBA) understand that while I am on voluntary inactive status:

- By signing below, I affirm that I may not practice as a BCBA. Practicing as a BCBA is defined as engaging in any tasks identified in the BCBA/BCaBA Task List.
- By signing below, I affirm that I may not identify myself as a BCBA.
- By signing below, I affirm that I may not bill for services as a BCBA.
- By signing below, I affirm that I will be listed as "inactive" on the BACB's Certificant Registry.

## C. Supervision

While I (BCBA) am on voluntary inactive status:

- By signing below, I affirm that I may not serve as a RBT Requirements Coordinator or RBT Supervisor for RBTs.
- By signing below, I affirm that I may not provide ongoing supervision to RBTs or BCaBAs.
- By signing below, I affirm that I may not provide supervision to trainees who are pursuing the BCaBA or BCBA credential.

## D. Required Reporting

I (BCBA) understand that while I am on voluntary inactive status:

- By signing below, I affirm that I am required to report to the BACB any physical conditions, mental conditions, or substance addictions that could impair my ability to competently provide behavior-analytic services and/ or jeopardize public health and safety.
- By signing below, I affirm that I am required to report to the BACB any disciplinary investigations or actions by a professional or regulatory body.
- By signing below, I affirm that I am required to report to the BACB any public health or safety-related investigations or actions.

#### E. Attestation

By signing, I (BCBA) acknowledge and affirm that:

- I have carefully read and understand the BACB rules and requirements, to include the Terms and Conditions.
- I agree to abide by the BACB's rules and requirements, including the Terms and Conditions.
- The information I have provided in this application is true and correct to the best of my knowledge.

If you need to report any information or noncompliance with BACB requirements, you may do so via the submit legal documentation form on the BACB website. Please note, this may delay the processing of your application.

# **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, 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.

By signing, I agree to these attestations and to be bound by the terms of this Application Processing Agreement.

BCBA'S PRINTED NAME:_		
BCBA's SIGNATURE:	DATE:	
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This document must be signed in accordance with the Acceptable Signatures Policy within 180 days of the application submission date.