RBT® Application for Voluntary Inactive Status

Overview

This application is for RBTs to apply for voluntary inactive status. Only RBTs who are in their recertification cycle (i.e., have not missed the expiration date) may request voluntary inactive status. RBTs may not apply while they are in their reinstatement period. Inactive RBTs are not permitted to practice, bill, or represent themselves as RBTs and will be listed as inactive in the BACB Certificant Registry. If granted voluntary inactive status, RBTs may be inactive for up to 2 years. During this time, they are not required to submit an annual RBT Recertification Application (including an updated RBT Recertification Competency Assessment and fees) in their BACB account, which is hyperlinked to the login page. Please note that individuals who reside in a country from which the BACB is not accepting certification applications will not be eligible to apply for new certification if they do not return within the Voluntary Inactive Status deadlines. For more information, review the **Jurisdiction** section of the RBT Handbook.

Instructions

RBTs who wish to apply for voluntary inactive status must do the following:

1. Complete this application and submit it through the Contact Us Form before your expiration date.
2. Once your application has been received, you will be notified via email and given instructions on how to pay the $25 nonrefundable processing fee. You will have 2 weeks from when you receive that email to submit payment. Your application will not be processed until you pay the fee.
3. Once your payment has been received, allow 2 weeks for processing. You can see current processing times by visiting the Application Processing Updates web page. Please monitor your email on file with the BACB for confirmation of approval or further instructions.
4. If your application is not approved, you will receive feedback on required next steps via email. You may be given an opportunity to submit a corrected application if within two weeks of payment and your RBT certification has not expired.

If approved, the voluntary inactive status start date will be indicated in the determination email.

A. RBT Information

RBT's Full Legal Name: _____

RBT Certification # (located in your BACB account): _____

B. Ability to Practice

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

- By signing below, I affirm that I may not practice as an RBT. Practicing as an RBT is defined as engaging in any task listed in the RBT Task List (2nd ed.).
- By signing below, I affirm that I may not represent myself as an RBT.
- By signing below, I affirm that I may not bill for services as an RBT.

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C. Supervision

Select one

Since my last renewal or since my original certification date (if I became certified within the last year), I (RBT):

☐ **Met the supervision requirements.** I have met all of the supervision requirements, including receiving supervision for 5% of my hours spent providing behavior-analytic services.

OR

☐ **Did not practice.** I have not provided or assisted in providing behavior-analytic services (i.e., performed tasks from the RBT Task List), billed, and/or represented myself as an RBT.

OR

☐ **Did not meet the supervision requirements.** I have not met **at least one** of the supervision requirements. *Note:* If you select this option, BACB staff will contact you about next steps. This may delay the processing of your application.

- By signing below, I affirm that I understand that the BACB may require documentation of my supervision.

D. Required Reporting

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

- By signing below, I affirm that I am required to report to my RBT Supervisor or RBT Requirements Coordinator on record, if applicable, any information that might impact my background check or status with the BACB.
- By signing below, I affirm that I am required to report to my RBT Supervisor or RBT Requirements Coordinator on record and/or the BACB any physical or mental health condition or substance use disorder that could (a) impair my ability to competently provide behavior-analytic services and/or (b) jeopardize public health and safety.
- By signing below, I affirm that I am required to report to my RBT Supervisor or RBT Requirements Coordinator on record and/or the BACB any disciplinary investigation or action naming me conducted by a professional or regulatory body.
- By signing below, I affirm that I am required to report to my RBT Supervisor or RBT Requirements Coordinator on record and/or the BACB any public health or safety-related investigation or action naming me.

E. Attestation

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

- By signing below, I affirm that I have carefully read and understand the BACB's rules and requirements, including the Terms of Use.
- By signing below, I affirm that I agree to abide by the BACB's rules and requirements, including the Terms of Use.
- By signing below, I affirm that the information I have provided in this application is true and correct to the best of my knowledge.
- By signing below, I affirm that I must request to reinstate my certification. If I fail to request to reinstate my certification within 2 years of being granted voluntary inactive status, my RBT certification will expire, and I must reapply under the requirements in effect at the time I submit my application to become recertified.

If you need to report any information or noncompliance with BACB requirements, you may do so via the Reporting to the Ethics Department web page. Please note that this may delay the processing of your application.

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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

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- 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 BACB 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 guarantee 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.

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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.

RBT'S FULL NAME: _____

RBT'S SIGNATURE: _____ DATE: _____
(MM/DD/YYYY)

This document must be signed in accordance with the Acceptable Signatures Policy within 180 days of the application submission date.

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