



VIRTUAL RBT SUPERVISION CONTRACT

This Supervision Contract (the "Agreement") is entered into on this ____ day of _____, 20__, by and between the following parties:

Supervisor: _____ (BCBA Name)

CBA Certification : _____

Supervisee: _____ (RBT Name)

RBT Certification/Registry : _____

1. Purpose & Compliance Context

The purpose of this Agreement is to establish a formal relationship for **virtual, remote supervision**. This contract aligns with the **Behavior Analyst Certification Board (BACB)** RBT Supervision Requirements and the BACB Ethics Code for Behavior Analysts.

2. Nature and Scope of Virtual Supervision

The Supervisor will provide remote supervision utilizing secure, synchronous technology.

- **Minimum Requirements:** The Supervisee must receive supervision equal to at least **5% of their total hours** spent providing behavior-analytic services each calendar month.
- **Monthly Contacts:** Supervision must include at least **two (2) separate synchronous, real-time contacts** per month.
- **Direct Observation:** At least one (1) of the monthly supervision sessions must include the Supervisor **observing the RBT providing direct services** to a client. This will be accomplished remotely via secure, HIPAA-compliant live video stream or prerecorded secure video upload accompanied by real-time review.



- **Format:** At least 50% of the monthly supervision hours must be individual (one-on-one). The remaining percentage may occur within a virtual group format (maximum of 10 RBTs per group).

3. Supervisor Responsibilities

The Supervisor agrees to:

1. Maintain active BCBA certification in good standing and complete the mandatory 8-hour supervision training requirement.
2. Provide evidence-based, objective performance feedback during or immediately following virtual sessions.
3. Directly sign off on the monthly RBT Supervision Documentation forms, provided the Supervisee meets the 5% threshold and compliance standards.
4. Maintain supervision records for a minimum of **seven (7) years** as required by the BACB.

4. Supervisee (RBT) Responsibilities

The Supervisee agrees to:

1. Maintain active RBT registration and strictly adhere to the RBT Ethics Code.
2. Accurately track all direct service hours and provide documentation to the Supervisor weekly.
3. Secure prior **written consent** from the client's parent or legal guardian allowing the Supervisor to observe sessions virtually or via video recordings.
4. Prepare technology, internet connections, and virtual platforms ahead of time to ensure seamless synchronous communication.
5. Immediately notify the Supervisor of any ethical violations, client crises, or changes in employment status.



5. Technology, Privacy, and HIPAA Compliance

Because services are rendered virtually, both parties agree to strict data security measures to protect Protected Health Information (PHI):

- **Platform Security:** All video interactions, messaging, and document sharing will take place via **HIPAA-compliant, encrypted software platforms** requiring an executed Business Associate Agreement (BAA). No specific software names are mandated by this contract, provided the chosen platform satisfies all federal and state privacy statutes.
- **Environmental Privacy:** The Supervisee is responsible for ensuring their immediate physical environment is private, secure, and completely free from eavesdropping or unauthorized visual access during virtual supervision sessions.
- **Data Storage:** Any recorded video sessions uploaded for asynchronous review must be transmitted and stored exclusively within the designated HIPAA-compliant platform. Videos must never be saved on personal local drives or unencrypted cloud accounts and must be permanently deleted immediately after review.

6. Billing, Fees, and Payer Source

Select the applicable structure below by initialing the corresponding box:

Third-Party Employer The Supervisee's employer (_____) is responsible for payment. **[hour/month]** via a separate vendor agreement. If the Employer fails to pay or terminates employment, supervision under this contract will immediately pause until a new payment structure is signed.

- *Note: Failure to clear outstanding balances by the end of the monthly cycle may result in a withholding of the monthly BACB verification form sign-off until accounts are settled.*

7. Attendance and Cancellation Policy

- **Advance Notice:** Both parties agree to provide at least **24 hours' advance notice** if a scheduled virtual supervision session must be cancelled or rescheduled.



- **Late Cancellations & No-Shows:** If the Supervisee cancels with less than 24 hours' notice or fails to log into a scheduled session within **15 minutes** of the start time, it will be documented as a "No-Show."
- **Fees:** A late cancellation or no-show fee of \$_____ will apply (applicable only if the RBT is self-paying or if the employer agreement permits it).
- **BACB Compliance Risk:** The Supervisee acknowledges that frequent late cancellations or missing scheduled appointments may cause them to fall below the required 5% BACB monthly supervision threshold. The Supervisor is not responsible for a Supervisee's loss of compliant hours due to Supervisee cancellations.

8. Performance Deficiencies and Remedial Action Plans

If the Supervisee fails to meet competency standards, targets specified in the RBT Task List, or the BACB monthly supervision requirements (such as missing the 5% threshold or failing to secure direct observations), the following process will occur:

- **Written Notice:** The Supervisor will provide the Supervisee with a written notification detailing the specific performance or compliance deficiencies.
- **Remediation Plan:** The Supervisor will design a structured Remedial Action Plan outlining objective competency targets, mandatory review timelines, and additional virtual monitoring or training sessions.
- **Duration:** The Remedial Action Plan will remain active for a probationary period of ___TBD___ days. Performance will be re-evaluated at the conclusion of this window.
- **Consequences of Non-Compliance:** If the Supervisee fails to complete the Remedial Action Plan successfully within the designated timeframe, or repeatedly fails to meet basic BACB supervision metrics, the Supervisor reserves the right to immediately terminate this supervision contract, decline sign-off on the monthly verification form, and/or notify the BACB.

9. Term and Termination



- This Agreement becomes effective on the date written above and will remain in effect until terminated.
- **Termination Without Cause:** Either party may terminate this agreement without cause by providing 7 **days written notice** to the other party.
- **Termination For Cause:** The Supervisor may terminate this agreement immediately for cause if the Supervisee engages in severe ethical violations, fails to clear background checks, or repeatedly fails to secure client observation consents.

10. Signatures and Acknowledgment

By signing below, both parties acknowledge that they have read, understood, and agreed to abide by the terms of this contract and the standards set forth by the Behavior Analyst Certification Board (BACB).

Supervisor Signature: _____ **Date:** _____

Supervisee Signature: _____ **Date:** _____