

# **BCBA/BCaBA** Request to Return from **Voluntary Inactive Status Application**

#### Overview

Certificants who have been on voluntary inactive status for less than four years and wish to reactivate their certification must submit a Request to Return from Voluntary Inactive Status Application. If you have been inactive between year 2-4, you must obtain 8 CEUs in the 12-month period prior to reactivation in order to apply to return from Voluntary Inactive Status. These obtained CEUs do not count toward your recertification. Once your certification is reactivated, your recertification cycle will restart where it was paused. For example, if you went inactive eight months into your cycle, you will have 16 months until you must recertify (and meet the recertification requirements for BCaBA or BCBA).

If you do not submit a Request to Return from Voluntary Inactive Status Application (and receive approval of your application) within four years of your inactivation date, your certification will expire to the date it was last active (i.e. date placed on voluntary inactive status). Please note that individuals who reside outside of the US, Canada (excluding Ontario\*), Australia, and the United Kingdom will not be eligible for certification after January 1, 2023, including through our Qualify via Past Certification option.

\*Ontario exclusion only applies to BCaBA certification

Note: BCaBAs who were placed on voluntary inactive status due to the certification restrictions in Ontario and then relocated to an area under the BACB's jurisdiction within 4 years of being placed on voluntary inactive status must submit a BCBA/BCaBA Request to Return from Voluntary Inactive Status Application. To learn more, visit the International Development & Support web page.

### Instructions

If you have been on voluntary inactive status for less than four years:

- 1. Complete this application in its entirety for consideration (including 8 CEUS if you have been inactive for more than two years). Incomplete documents will not be accepted. Submit the application through the Contact Us Form within four years of your voluntary inactive date.
- 2. Use the table below to determine if you need to submit a processing fee:

Inactive Period	CEUs	Fee
0-2 Years	0 CEUs	No Fee
2-4 years	8 CEUs in the 12 months before returning from inactive	\$50*

<sup>\*</sup>If you are a BCaBA who relocated to an area under the BACB's jurisdiction due to the certification restrictions in Ontario, your processing fee will be waived.

- 3. If applicable, pay the non-refundable processing fee by either:
  - a. paying via credit card. If you select this option, BACB staff will send you payment instructions once your application is received. or
  - b. sending a check to: Behavior Analyst Certification Board 7950 Shaffer Parkway Littleton, CO 80127 USA.
- 4. Allow at least two weeks for processing.

If approved, your certification will be reactivated on the same day your application is approved.

A. Certificiant Information		
Legal Name:		

BACB ID # (located in your BACB account): \_\_

Certification Type: ☐ BCaBA ☐ BCBA ☐ BCBA-D ☐ FL-CBA

Date Voluntary Inactive Started: \_\_\_

If you are unsure of your inactivation date, contact the BACB.

#### B. Continuing Education

If you have been on voluntary inactive status for more than two years, enter your CEUs for BCaBA or BCBA below information below. Please note, if this application is approved, these hours will not qualify toward your next recertification cycle.

Please include documentation of your CEUs with this application.

Type of CEUs	# of CEUs earned in the last 12 months
Learning	
Teaching	
Scholarship	

### C. Required Reporting

I (Certificant) understand 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.
- I am required to report to the BACB any disciplinary investigations or actions by a professional or regulatory body.
- I am required to report to my certificant on record and/or the BACB any public health or safety-related investigations or actions.

#### D. Attestation

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

- I have carefully read and understand the BACB rules and requirements, including 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.

To report information or noncompliance with BACB requirements, use 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, 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.

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

CERTIFICANT'S PRINTED NAME:	
CERTIFICANT'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.