



## Client Services Agreement

This Client Services Agreement is entered into by and between the parent(s) or legal guardian (hereinafter "Parent/Guardian") of \_\_\_\_\_ ("Client") and Patterns Behavioral Services, Inc. ("Patterns"), collectively referred to herein as "the parties". The parties to this Agreement agree as follows:

### Section 1 - Parent/Guardian Responsibilities

1. **Parent/Guardian Participation:** Parent/guardian understands that Patterns' program is a parent participation model. This means that the Parent/Guardian's participation during in-home sessions is mandated by Patterns Behavior Services, Inc., as well as our funding sources. The Client's case supervisor will review with the Parent/Guardian in detail the expectations for participation. **The Parent/Guardian agrees to participate in the program as requested by the case supervisor when clinically necessary or as mandated by the funding source. Please note that Patterns is required to report parent participation in the Client's progress report that is submitted to necessary parties.** \_\_\_\_\_ *please initial*
2. **Assignment of Direct Interventionist and Case Supervisor:** Parent/Guardian understands that Patterns assigns appropriate direct interventionists and case supervisors to each case. In addition, Patterns may need to change direct interventionists and case supervisors periodically due to scheduling and programmatic circumstances. In each case, Patterns will use its professional judgment to assign appropriate personnel. In cases where services are provided in the home, Parent/Guardian understands and agrees that their home is a training environment and they will accept various direct interventionists in their home, as needed. Patterns Behavioral Services, Inc., shall assign direct interventionists in its best judgment, and at its sole discretion. \_\_\_\_\_ *please initial*
3. **Communication between Parent/Guardian and Patterns:** It is understood that regular, ongoing communication between the Parent/Guardian/Client and representatives of Patterns Behavioral Services, Inc., is an essential aspect of Patterns' services. Should you have questions or concerns regarding Client's program, please contact your case supervisor. If your contact information (e.g., phone number, email address, etc.) changes or change of address occur please contact the office and your supervisor immediately to indicate any changes. \_\_\_\_\_ *please initial*

4. **Schedules:** Patterns will make every effort to accommodate the scheduling needs of the Parent/Guardian and/or Client.
  - a. Parent agrees to contact Patterns' Client Service Scheduler to make any and all requests for schedule changes or changes in location of intervention. The direct interventionist does not have the authority to make changes to schedules or location changes and such changes should not be discussed with your DI. \_\_\_\_\_ *please initial*
  - b. Patterns will make every effort to accommodate the scheduling needs of the Parent/Guardian and Client. However, schedule changes requested by the family may result in the assignment of a new direct interventionist and/or a disruption in services if a direct interventionist is not immediately available to provide services during the requested time. \_\_\_\_\_ *please initial*
  
5. **Service Logs:** The assigned staff will provide a service log of services provided on behalf of the Client. These service logs will detail the services provided. Parent/Guardian is responsible for keeping track of service hours, dates, times of sessions, etc., but Patterns Behavioral Services, Inc., shall provide Parent/Guardian with a service log to list and summarize these activities. These service logs are required by Patterns and/or the funding source, and are submitted to funding sources to account for the services rendered on behalf of the Client. **It is mandatory and imperative that the Parent, teacher or assigned caregiver sign and approve these service logs as provided; these forms must be signed daily, weekly, and monthly as required, and Parent/Guardian agrees to provide this information as requested. Parents'/Guardians' signature shall confirm that these services were delivered.** \_\_\_\_\_ *please initial*
  
6. **Wait time:** It is Patterns' policy that staff wait a maximum of fifteen (15) minutes for a client before contacting the scheduling department prior to being rescheduled to a different case. \_\_\_\_\_ *please initial*
  
7. **Make-Up Sessions:** Client understands that Patterns will make every effort to make up sessions within the parameters determined by the funding source. Funding sources differ with respect to make-up session criteria; some require any make-ups to occur within the same week as the cancellation, whereas others require make-up sessions to occur within the same calendar month. Patterns will comply with the criteria as set by the funding source. Patterns will make every effort to find an alternate staff member for make-up sessions in compliance with the guidelines set forth by the funding source concerning make-up sessions. Patterns will collaborate

with Parent/Guardian to schedule make-up sessions provided and funded by the funding source within the make-up session guidelines established by them. The Parent/Guardian should be aware that, depending upon the individual funding source, these make-up sessions may occur within the same week or the same calendar month. \_\_\_\_\_ *please initial*

8. **Alternates:** Patterns will make every effort to assign an alternate staff member for cancelled and make-up sessions in agreement with the cancellation and make-up guidelines set by the funding source. Parent/Guardian agrees to accept alternates as arranged by Patterns and refusal of an alternate will be considered as a client cancellation. Parent/Guardian understands and agrees that Patterns Behavioral Services, Inc., is an equal opportunity employer, and provides equal opportunity to all staff without regard to race, color, religion, creed, national origin, gender, sexual orientation, age, ancestry, marital status, disability or veteran status. Similarly, Parent/Guardian shall accept any staff provided by Patterns and shall not discriminate based upon any of the above factors. \_\_\_\_\_ *please initial*
  
9. **Parent/Client Vacations:** Patterns requires notice of any Parent/Client vacation. If vacations are longer than two weeks (14 days), Patterns may need to re-assign the Client's direct interventionist to another client, and is required to notify the funding source. Extended vacations may result in a break in services while Patterns works to assign an appropriate direct interventionist upon the family's return. \_\_\_\_\_ *please initial*
  
10. **Client Absences:** Patterns is required to notify the funding source on behalf of the client if the client cancels session for three consecutive days or more, as determined by the funding source. \_\_\_\_\_ *please initial*
  
11. **Working Environment:** It is the obligation of the Parent/Guardian to provide a safe and comfortable working environment, which specifically includes parking for Patterns staff (safe and secure parking is to be made available to Patterns staff, at no additional cost to Patterns and/or Patterns staff). Parent shall allow for Patterns staff to take legally required and appropriate rest breaks. Patterns shall terminate services if a direct interventionist is made to feel unwelcome, uncomfortable or unsafe in the work environment. Patterns reserves the right to terminate services if a Client's home is unsanitary and not favorable to the provision of services. Parent/Guardian understands that it is inappropriate for the Client, Parent/Guardian or other members of the Client's family to discuss any issues of a personal nature which do not

relate to the Client's program with any Patterns staff member(s). \_\_\_\_\_ *please initial*

12. **Requirement of Parent/Guardian/Caretaker:** Parent/Guardian understands and agrees that, pursuant to the laws of the State of Washington, Patterns Behavioral Services, Inc., its employees, agents and/or representatives are not permitted to remain in the home alone with any minor, child or dependent for the purpose of rendering services unless such minor, child or dependent is accompanied by parent or assigned caretaker present in the home at all times throughout the session. For these purposes, "assigned caretaker" includes any employee, agent and/or representative employed, hired or otherwise retained by or from another professional caregiver. Accordingly, the Parent/Guardian agrees that if he or she leaves or is otherwise not able to be present for any reason whatsoever at any time prior to the completion of such session, Patterns shall immediately end such session and promptly depart from the premises. Assigned caretakers must be 18 years of age or older. Patterns' direct interventionists and case supervisors are not permitted to remain in the home with the Client if the assigned caretaker is a minor. Proof of age identification is required of the assigned caretaker. Finally, the Parent/Guardian understands and agrees that he or she shall not request or otherwise seek to have Patterns, its employees, agents or representatives take any responsibility for the temporary custody of Client whatsoever. \_\_\_\_\_ *please initial*
  
13. **Videotape, Recording or Audiotape Recording by Client or other third parties:** Patterns does not permit clients, parents or other third parties to videotape or audiotape intervention sessions. \_\_\_\_\_ *please initial*
  
14. **Community Outings:** All outings must be pre-approved by your supervisor prior to the outing. Examples of outings include but are not limited to swimming, theme parks, restaurants, grocery stores, etc. ***The clinical team will determine if the outing is clinically appropriate.*** \_\_\_\_\_ *please initial*
  
15. **Professional Development & Shadowing:** To ensure quality interventionists for its clients, Patterns Behavioral Services, Inc., provides on-going training for employees. This requires staff members to attend periodic staff meetings, education workshops and conferences. Patterns will make every effort to find an alternate direct interventionist when these events occur but on occasion, this may result in a cancelled session with the Client. The Parent/Guardian will be notified in advance of these types of cancellations, and Patterns will collaborate with the Parent/Guardian

to schedule additional sessions to make-up these hours. Additionally, our staff development relies on observation of children's programs in the field. This is typical for any clinical service agency. Patterns attempts to give all staff an opportunity to participate in a variety of programs to ensure quality and in-depth training. This is true for both new staff and staff who may have new clinical goals. Patterns utilizes the term "shadowing" to describe the process of a direct interventionist following the case of another direct interventionist. This allows them to observe, take notes for later questions, and learn from clinical discussions during later supervision meetings. Each Parent/Guardian is informed ahead of time if the Client's case is to have a "shadowing" visitor. Shadowing is a necessary and essential part of our clinical program, and therefore it is required that all Parents/Guardians and Clients consent to and facilitate such shadowing. Most frequently, this person will be a direct interventionist in training. On occasion, a senior-level clinical staff member may visit the Client's sessions as well. We will do our best to give you sufficient notice of such visits. Having a shadow does not anticipate a risk to the child's program, but rather may in fact generate additional program goals as we observe the Client with an additional person in the session. \_\_\_\_\_ *please initial*

16. **Materials and Supplies:** Patterns provides the basic materials and toys required to conduct sessions. These materials and toys are the property of Patterns and are only for therapeutic intervention. Patterns may request that the Parent and/or Client purchase toys or materials that are specific to the Client's program. Patterns requests that the Client will only have access to these materials and toys during intervention sessions, unless instructed by the Patterns direct interventionist/case supervisor. \_\_\_\_\_ *please initial*

17. **Gifts for Clinical Personnel:** While Patterns understands that the Parent/Guardian, Client and their families may wish to recognize their clinical team (Direct Interventionists, Case Supervisors and Directors) as a sign of appreciation, Patterns kindly requests that you do not do so. Gifts are not expected, and Patterns personnel are compensated for their services. Patterns' expectation that all employees are performing a valuable service for all Clients and their families. \_\_\_\_\_ *please initial*

18. **Non-Solicitation of Patterns Employees:** Parent/Guardian understands and agrees that Patterns staff may not work for the Parent/Guardian or Client on a private basis under any circumstances. If the Parent/Guardian attempts to solicit any Patterns employee(s) for private work during or outside of normal business hours, Patterns will immediately terminate services with the Client. Patterns Behavioral Services,

Inc., policy specifies that Patterns employees may not work with Patterns Clients for two (2) years following termination of employment. Parent understands that the increase of a Patterns employee's salary by the Parent/Guardian or Client is forbidden by this Agreement. \_\_\_\_\_ *please initial*

## **Section 2 – Patterns/Staff Responsibility**

1. **Direct Interventionist Cancellations:** The direct interventionists may cancel sessions due to illness, personal reasons, or vacation. The Client will receive advance notice of vacations. However, the Client may not receive notice of direct interventionist illness or personal emergency until immediately before the Client's scheduled appointment. On these occasions, every effort will be made to provide an alternate direct interventionist. Patterns' ability to do so rests on direct interventionist availability, which is not guaranteed. If a direct interventionist is unavailable for an extended period of time, Patterns may assign a new direct interventionist to the Client to prevent a lapse of services. When assigned, Parent will accept an alternative direct interventionist. \_\_\_\_\_ *please initial*
2. **Client's Illness/Unavailability :** If the client is ill or cannot participate in the scheduled session, please contact the office to cancel the scheduled session. In addition, if during a scheduled session, Patterns staff determines that the client is ill or cannot participate in the scheduled session staff will contact the office to cancel the session early. Patterns may also cancel the session or change session location if a sibling or parent/guardian is ill \_\_\_\_\_ *please initial*
3. **Mandated Reporting:** Parent/Guardian understands and agrees that, pursuant to the laws of the State of Washington, Patterns Behavioral Services, Inc., its employees, agents and/or representatives are instructed to and shall immediately report and/or notify appropriate governmental agencies of any and all indications of child abuse and/or neglect observed or detected before, during or after the course of any session
4. \_\_\_\_\_ *please initial*
5. **Holiday Closures:** Patterns has the right to cancel services on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, and Christmas Day. In addition to these days, there may be additional dates in which Patterns is not allowed to provide services as instructed by individual funding sources (e.g.: teacher professional development days, additional holiday closures). Patterns will inform the Parent/Guardian of these dates as Patterns is notified. \_\_\_\_\_ *please initial*

### Section 3 – Miscellaneous

1. **Intervention:** Direct intervention is defined as delivery of the program and face-to-face contact with the Client, Parent/Guardian and members of the Client’s family. Data collection is incorporated and is a critical aspect of effective program delivery. Throughout the session, Patterns staff will collect and record data. **Included in session time** is up to fifteen (15) minutes at the beginning and end of every session for set-up and clean-up time, data summaries, as well as session summary notes. \_\_\_\_\_ *please initial*
2. **Progress Reports:** Patterns will periodically prepare and submit progress reports for the funding source with whom Patterns has a contractual relationship on behalf of the Client. Funding sources may change with respect to their guidelines as it concerns to Clients and the distribution of progress reports to the Parent/Guardian. In some cases, Patterns is approved to distribute progress reports to the Parent/Guardian at the time they are submitted to the funding source; in other cases, the funding source requests that the Parent/Guardian contact them directly to receive a copy. \_\_\_\_\_ *please initial*
3. **Confidentiality, Duty Not to Discuss or Disclose Certain Information:** Patterns Behavioral Services, Inc., acknowledges that during the term of this Agreement, it may have access to and become acquainted with confidential information relating to Client, Parent/Guardian and/or Client’s family. Patterns agrees that it will not discuss or disclose any information of a confidential nature, directly or indirectly, or use any such information with any third party either during the term of this Agreement or at any time thereafter, except with the service provider (funding source) with whom Patterns has a contractual relationship on behalf of the Client or as otherwise may be required by law, unless it obtains the prior written consent of the Parent/Guardian on behalf of the Client. Patterns may recommend, or a Parent/Guardian or Client may request, the inclusion of play dates during intervention sessions to work on social interaction and play skills. Patterns cannot ensure the maintenance of Client confidentiality during play dates if they are incorporated into the Patterns session. By requesting a play date, Parent agrees on behalf of the Client to the disclosure of information during such play date. Further, Parent agrees that information relating to Patterns’ staff may be confidential and shall not be provided to Parent/Guardian (e.g. details relating to vacation and sick days, personal information relating to staff, etc.). \_\_\_\_\_ *please initial*

4. **Observations by Outside Agencies/School Personnel:** Outside individuals that are involved in the Client's program may observe a Patterns intervention session only when the Patterns Case Supervisor is present, and only with prior Patterns approval. Patterns requires that the Parent contact the Patterns case supervisor at least one week in advance to request their presence at the session during which an outside individual wishes to observe. Additionally, Patterns may request as a condition to such observation that the Parent/Guardian consent to the disclosure of information that will result therefrom. The Patterns case supervisor will be available to answer any questions. Patterns Direct Interventionists are not permitted by Patterns policy to interrupt their session to respond to questions by outside individuals nor are they permitted to conduct a session with an outside individual present without case supervisor approval. \_\_\_\_\_ *please initial*
  
5. **IEP Attendance:** Depending on your funding source members of the Patterns staff may be available for Individualized Educational Program ("IEP") meetings. It should be noted, however, that Patterns staff are unavailable on certain days of the week. The Parent/Guardian should discuss impending IEP meetings with the case supervisor to ensure availability. \_\_\_\_\_ *please initial*
  
6. **Nondiscrimination Policy:** Patterns Behavioral Services, Inc., does not discriminate based on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. Patterns complies with the law regarding reasonable accommodation for individuals with disabilities. \_\_\_\_\_ *please initial*
  
7. **Sexual Harassment Policy:** Patterns adheres to all sexual harassment laws and has employment policies in place to ensure the safety of our clients and families. Patterns prohibits any employee from retaliation in any way against anyone who has raised any concern about sexual harassment or discrimination against another individual. Patterns will investigate any complaint of sexual harassment and will take immediate and appropriate disciplinary action if sexual harassment has been found. \_\_\_\_\_ *please initial*
  
8. **Privacy Notice under Health Insurance Portability and Accountability Act:** The HIPAA Privacy Rule, effective April 14, 2003, established national standards to guard the privacy of a patient's protected health information. Attached hereto is the Company's Notice of Privacy Practices for your signature. Please let us know if you



have any comments or questions regarding this Notice of Privacy Practice. \_\_\_\_\_  
*please initial*

9. **HIPAA Security Rule:** The HIPAA Security Rule, Effective April 20, 2005, requires that Patterns employees adhere to controls and safeguards to: (1) ensure the confidentiality, integrity and availability of confidential information; and (2) detect and prevent reasonably anticipated errors and threats due to malicious or criminal actions, system failure, natural disasters and employee or user error. Such events could result in damage to or loss of personal information, corruption or loss of data integrity, interruption of agency activities, or compromise to the privacy of agency clients, employees, and their records. If you have questions regarding the agency's HIPAA compliance practices, please contact Compliance Officer Julie Tran.

\_\_\_\_\_ *please initial*

**I have read and understood all of the provisions herein and, by my signature below, hereby agree and consent to treatment with Patterns Behavioral Services, Inc., and shall abide by all terms of this Agreement.**

Print Parent Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_