



Client Service Agreement

This Client Service Agreement (“Agreement”) is made as of _____ (date) by and between CARE, Inc. (“CARE”) and _____ (“Legal Guardian”). Legal Guardian, on their own behalf, or on behalf of Client, agrees that they have read, understands and agrees to this Agreement and agrees to each item below. In this Agreement, sometimes CARE is referred to as “we.” Client (under 18 or conserved) may have one or more parents and/or caregivers (who may or may not be the Legal Guardian entering into this Agreement) providing caregiving services for them. Legal Guardian and any and all such other providers of care for Client are referred to in this Agreement as “Caregiver(s).”

This Agreement is a contract - please keep a ***Copy*** for your records.

General Guidelines

If you are your own legal guardian, requirements for caregivers will not apply

- Caregiver education is an integral part of our program; therefore, Caregiver(s) must participate in the session when caregiver education commences. It is important to have Caregiver(s) and Client’s family members involvement and participation. This builds consistency and generalization and teaches Caregiver(s) techniques and principles to use with Client
- Caregiver must be present during Client’s session when in the home setting
- Our services use the “Teach the Teacher Model” in which Caregiver(s) learn the interventions implemented
- When siblings or peer play-dates are scheduled and approved by the CARE Supervisor on the case, the sibling(s)/peer(s) may participate in or during client session(s); provided, however, that the sibling(s)/peer(s) are the sole responsibility of Caregiver(s)
- The work environment of CARE team members includes meeting with and providing services to Client in the home setting, school setting, community, and/or clinic. As such, CARE team members are by law entitled to a work environment free from unlawful discrimination and harassment. Harassment of any kind and in any form is prohibited. Some examples of harassment include sexual harassment, harassment based on race, color, age, gender, or any other characteristic protected by state or federal law. Harassment in any form (verbal, physical, visual, or other) is prohibited
- CARE reserves the right to refuse and/or terminate services for any reason
- CARE reserves the right to change staff on the case at any time

Requirement for our Services

- Client will be ready to engage in session at the scheduled therapy start time
- Caregiver(s)/Client agree(s) to allow CARE staff to use their secure Wi-Fi connections, as a guest, during in-home teaching sessions to:
 - Update programs and treatment plans online



- Synchronize treatment and intervention programs with our scheduling & online client database
 - Provide immediate supervision remotely, referred to as ‘Telehealth’ when approved by funding source, and conduct quality control
 - View approved web-based learning management system
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- On the Emergency Contact Form that Caregiver(s)/Client provide to CARE, they must list (i) all persons that are authorized to pick up Client from a center-based session, and (ii) all persons that are authorized to make a decision on Client’s behalf in an emergency. All such persons must be over the age of 18 years old. CARE will not release Client to any person that is not listed on the Emergency Contact Form
 - Caregiver(s)/Client agree(s) to provide a secure, clean, and healthy environment for the CARE therapist(s) to conduct each therapy session. Pets are not allowed into the session area. The environment must also be smoke-free (e.g., cigarettes, e-cigarettes, marijuana smoke)
 - Caregiver(s)/Client agree(s) to provide an environment conducive to learning and free from distractions, including music, television, and other distractions from others living in the home
 - Caregiver(s) must make themselves available for 1-2 (or more if requested by caregiver) caregiver education meetings a month (must equal *at least* 2 hours)

Prohibition on Recording

- Under no circumstances shall Caregiver(s)/Client, or any other person record (as defined below) the intervention session (or any part thereof) or any CARE employee or agent, even if known or consented to by the employee. The term “Record” means to make any audio or visual recording of any kind in any manner by any means now known or hereafter devised (including, without limitation: still photography, digital photography, video tape, audio tape, digital audio recordings, digital video recordings, digital streaming, or recordings using cell phones, computer cameras or microphones, home security cameras, or “nanny cams”). Caregiver(s)/Client understands, acknowledges, and agrees that if Caregiver(s)/Client or any other person does Record the intervention or CARE employee, CARE shall have the right to terminate services immediately

Cancellation Policy Due to Illness

The following are guidelines to help decide when Caregiver(s)/Client should cancel a session due to illness:

- Vomiting the night before or the same morning of the session
- Complaining of headaches or stomachaches
- Diarrhea the night before or the same morning of the session
- Fever over 100° F
- Nasal discharge, cold or cold-like symptoms
- Persistent cough



- Skin rash
- Discharge from eye
- Conjunctivitis (“Pink Eye”)
- Head lice or signs of head lice
- Symptoms or conditions that require permission or release from a physician
- If client cannot attend school/work due to illness
- *This is not an all-inclusive list; please use your good judgment*

If Client is sick, and session needs to be canceled, or the availability for session changes, or there is another scheduling questions, Caregiver(s)/Client agrees to contact the scheduling department at (888) 353-8285, **at least 24 hours in advance and during the hours of operation Monday through Friday, 8AM to 5PM**

- Caregiver(s)/Client agree that session(s) might be ended early if CARE staff arrives to session and Client shows any of the signs listed above

Cancellations and/or Absences

CARE reserves the right to refuse services, to place Client’s services on hold and/or to terminate services when below incidents of cancellations and/or absences occur:

- Client is not present at the scheduled time for therapy
- Client is not present at the **location** of scheduled service
- Caregiver(s)/Client is/are not ready during the scheduled therapy time, such as a parent/Client is sleeping, showering, etc.
- Caregiver(s)/Client cancels a session at the ‘last minute’ (i.e., 3 hours or less)
- Caregiver(s)/Client consistently cancels sessions in any given month

Scheduling Changes

- Availability changes can be made 2x a year and an availability form will be sent by the region’s scheduling team via email (or mail by request). All other requests to change your availability outside of those parameters, must have Regional Manager approval
- CARE has the right to refuse any schedule changes if the change affects other clients and or limits CARE’s ability to meet the contracted hours authorized by the funding source
- Caregiver(s)/Client changes scheduled therapy session(s) without approval
 - CARE requests at least 24 hours in advance, however, changes may not be able to occur based on BT availability

Time Policy

- The typical minimal duration of a session is 2-hours
 - The minimum amount of time billed for therapy is at least 0.25 hour



- If schedule permits, there may be more than one session scheduled per day or sessions
- The maximum duration of sessions will not exceed 8-hour per day

Tardiness Policy

- If you are not at clinic when session ends, a fee of \$3/per minute will be charged if caregiver arrives after closing time and must be paid *before the next session*. If you have an emergency and cannot be at the clinic at the scheduled time, please call our clinic at (888) 353-8285 and your back-up person available for pick-up

Office Closure Days and Makeup Policy

- The following is the list of our office closure days for the calendar year - Therapy will not be provided on those days. The closure days are, and may include, however, not limited to: New Year's Day, Memorial Day, Independence Day, Labor Day, the day after Thanksgiving, Thanksgiving Day, the day before/after Christmas, and Christmas Day
- When the Caregiver(s)/Client cancels the session, the session time can be made up to ensure consistent services
- Caregiver(s)/Client will only have access to the makeup time within the authorized frequency indicated in the authorization, after the absence/cancellation of the session by the therapist
- CARE reserves the right to reassign therapists and supervisors if Client leaves for extended vacations and/or cancels for longer than two weeks
- CARE reserves the right to reassign therapists and supervisors to fulfill Client's approved hours when the assigned therapist and/or supervisor is leaving for extended family vacations, cancellations, or leaving for longer than two weeks. CARE will attempt to provide a smooth transition

Materials

- Caregiver(s)/Client agrees to provide training materials for the program. The CARE Supervisor will provide a list of materials that Caregiver(s)/Client will need to provide. Materials will need to be made available to clinician during scheduled session times
- The clinician may have materials they carry with them to use during the therapy session. These materials may or may not be left with you and are to be returned to CARE staff upon completion of your service

Concerns

- CARE values communication with Caregiver(s) and Client. Please contact the CARE Supervisor on the case to discuss any of your questions and or concerns
- If the CARE Supervisor assigned to Client is not able to address your concerns in a timely manner, please contact the Regional Manager overseeing the program:
 - Kate Rusgrove-Kelly, BCBA
 - KRusgrove@CareBehaviorServices.com



- (888) 353-8285

CARE will address any grievances in a timely manner and will investigate all submitted grievances to gain insight into and understanding of the grievance. The CARE Supervisor assigned to Client will assist in investigating the grievance. CARE will complete the Supervisor's initial investigation within one week of the grievance being submitted by Caregiver(s)/Client. If the Supervisor is not able to resolve the grievance, then that person will bring the grievance to the Regional Manager. If the grievance has not been resolved by the Regional Manager, CARE's President will follow-up with the grievance

Please do not hesitate to ask the Supervisor for assistance. Please communicate any concerns you may have regarding the program.

Liabilities

- Client and/or Caregiver(s) shall hold CARE and its employees, officers, directors, and agents (including, without limitation, contractors who are employed or retained directly or indirectly) harmless against all liability, loss, damage, and expense (including attorneys' fees) that occurs, arises out of, or is related to the contract of services or the provision of services by CARE or its employees and agents to Client or CARE's or its employees' or agents' performance
- CARE is required by law to know who the decision makers are for its client. CARE needs to know if you are the decision maker for the client. At CARE, we believe it is best to identify and resolve potential conflicts or disagreements before treatment begins. Therefore, it is our policy to treat minors under the California law that recognizes "joint legal custody" whereby both parents share in the right and responsibility to make decisions relating to the health, education, and welfare of a child. Please help us provide services for your child or for yourself by completing our form: Representations and Warranties

Mandated Policies

- All CARE team members are required to file a Client Related Reportable Event Form when an incident has occurred during a session that requires more than first aid attention and or per funding source requirement
- All CARE team members are mandated reporters for suspected abuse and neglect

By signing below, you acknowledge to have read and agree to this Client Service Agreement.

Legal Guardian/Client Signature

Print Name



Client's Full Name

Date