

## **PURCHASED SERVICE TERMS AND CONDITIONS**

### **DEFINITIONS**

"Agency" means Kerry's Place Autism Services; "Person supported" means child, and/or adult seeking support and who will be the recipient of the Purchased Services; "Client" means the parent/legal guardian of the child under the age of 18 years, person supported if they are the one consenting to services, or agency who is securing funds for the family / person supported who has signed the Service Agreement, or agreed to fund the service provided; "Service Agreement" means the Purchased Service for the person supported signed by the Client, including accepting Invoice for payment in online system; "Service Fees" are the fees for the Purchased Services as set out in the Service Agreement and/or Invoice.

### **CONDITIONS TO SERVICE**

1.1 Prior to receiving the Purchased Services, (a) the Agency may conduct an assessment for the person supported by a qualified clinician if required or (b) the Agency has received from the Client an assessment for the person supported by a qualified clinician acceptable to the Agency in its sole discretion if required.

1.2 Prior to receiving the Purchased Services the client (a) has agreed to and signed the service agreement and (b) may be required to sign additional agreements, forms, consents and/or acknowledgements at the discretion of the Agency.

1.3 The Purchased Services' shall not commence until all Service Fees have been received by the Agency. Payment plans will be made available where eligible, with payment required by the due date indicated for each installment prior to the next provision of service.

1.4 The Client acknowledges that they are responsible to pay for all the Purchased Services, whether or not the Purchased Services are eligible expenses for reimbursement by Ministry of Children, Community and Social Services (MCCSS).

## **SERVICES**

1.5 The Agency shall be entitled to make the final determination of which Purchased Services are necessary for the person supported if clinical services are purchased. Any modification to the Purchased Services shall require the mutual agreement of the Agency and the Client.

1.6 These Purchased Service Terms and Conditions apply only to the Purchased Services set out in the Service Agreement. Nothing in these Purchased Service Terms and Conditions shall prevent the Client or the person supported from accessing other services from the Agency.

1.7 The Client acknowledges that his/her choice to engage in the Purchased Services with the Agency is strictly voluntary. The Client acknowledges having the opportunity to ask questions about the Purchased Services and has had all his/her-questions answered to his/her satisfaction.

1.8 Where changes or additions to the Service Agreement are required and agreed upon by the Client and the Agency, the Client acknowledges that prices may change based upon available staff and hourly billable rate by position.

1.9 For services that may require someone to be present and accessible, the Client shall identify a responsible person (16 years of age or older).

1.10 The Client acknowledges that Purchased Services may be delivered on site at the Agency, out in the community or at the home of the client. Hours of service and closure dates will be communicated with the Client. The Client agrees to complete consent forms to speak to other service providers should care coordination be required. Consent is optional and can be revoked at any time, but could impact service provision. Kerry's Place Autism Services requires all employees, placement students, and volunteers to sign an Oath of Confidentiality form prior to engaging in any activity which could involve access to confidential or sensitive information, including observing services and supports outlined in this summary. The Client acknowledges that the Agency uses a secure, electronic database for documentation, tracking and service provision and agrees as such to information being stored in this capacity for all services outlined in the Service Agreement.

1.11 Any equipment required or necessary for the Purchased Services that has not been provided by or purchased through the Agency shall be provided by the Client and the equipment shall be in good and safe working condition, and the Client is responsible for maintenance and/or replacement of such equipment. The Agency shall have the right to refuse to provide the Purchased Services to the Person Supported if the Client does not provide equipment that is deemed necessary by the Agency, or if such equipment is not in good working order.

1.12 In receiving the Purchased Services, the Client shall comply with all Agency rules, policies, procedures and codes of conduct, as may be amended by the Agency from time to time.

## **SAFETY**

1.13 If the Person Supported demonstrates behaviour that places the Person Supported or others at risk of harm, the Client acknowledges that the behaviour shall be



addressed in accordance with the Agency's escalation and safety policy which may include the utilization of personal protective equipment as required.

## **FEES AND PAYMENT**

1.14 The Service Fees shall be paid prior to the Agency providing the Purchased Services. Payment plans will be made available where eligible, with payment required by the due date indicated for each installment prior to the next provision of service.

1.15 The Client acknowledges that: (a) they are solely responsible for satisfaction of and compliance with any terms and conditions issued by MCCSS with respect to any MCCSS Funding, and (b) the Service Fees will not be refunded based on the Client's failure to receive MCCSS Funding or a determination by MCCSS that the Purchased Services are not eligible.

1.16 The Client shall be solely responsible for (a) any additional and/or unfunded expenses relating to the Purchased Services and acknowledges that the Agency will not be liable for additional or unfunded expenses in any way, and (b) any funds owing to MCCSS in the event that MCCSS reassesses the Person Supported's eligibility for MCCSS Funding or any of the Purchased Services.

1.17 The Agency will provide to the Client a receipt for the Purchased Services at the time of purchase.

## **ATTENDANCE AND CANCELLATIONS**

1.18 If an appointment must be cancelled, the Client shall refer to the Cancellation Fees and Refunds (FA229) policy.

## **PERSONAL INFORMATION AND PRIVACY**

1.19 The Client understands and Agrees that the Agency must collect and use personal information, which may include personal health information, relating to the Person Supported in order to assess the Person Supported's needs and provide the Purchased Services and may collect, use and/or disclose personal information as permitted or required by law.

## **TERMINATION OF PURCHASED SERVICES**

1.20 Notwithstanding anything else in these Purchased Service Terms and Conditions, if the Client has not paid the fees outlined in the Service Agreement within 30 days and the Agency is unable to initiate the Purchased Services, the Agency may at its sole discretion terminate the enrollment for the Person Supported and shall not be required to provide the Purchased Services.

1.21 The Purchased Service shall terminate on the date that the Purchased Services have been completed on the Service Agreement at the Agency's sole discretion.

1.22 Refer to Kerry's Place Cancellation/Refund Policy for terms and conditions of Cancellations/Refunds.