



**SERVICE AGREEMENT – Adult Services** made this \_\_\_\_ day of \_\_\_\_\_ Month/Year

Between:

\_\_\_\_\_ (herein called the Client/Guardian)

and

Accredited Supports to the Community (A.S.C.) Association  
herein referred to as ASC

As the Client/Guardian wishes to ensure the provision of services for \_\_\_\_\_ (herein called 'Client') and as ASC agrees to provide these services as set out in this Agreement.

All parties agree to the schedules attached. All attached schedules shall be binding in the performance of this Agreement and shall be deemed to be part of this Agreement.

THEREFORE, the parties agree as follows:

**SECTION 1 – TERM OF AGREEMENT**

This Agreement shall be in force for the period of (maximum of one year)

\_\_\_\_\_ to \_\_\_\_\_ ,  
month/year month/year

subject to earlier termination as provided for in Section 3 of this Agreement.

**SECTION 2 – POLICIES AND PROCEDURES**

All parties agree to adhere to ASC Policies and Procedures as per Client/Guardian orientation. Client/Guardian further agrees to review, and abide with additional ASC Policy and Procedure.

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The Client/Guardian acknowledges that they have been provided with a copy of the ASC Adult Services Orientation/Service Renewal package and information regarding advance care planning and have reviewed the contents. For Clients entering 24-hour services, the Client/Guardian will be provided with the Adult Services Move-In Handbook. The Client/Guardian agrees to comply with all provisions of the aforementioned documentation throughout the term of this Agreement.

### **SECTION 3 – TERMINATION OF SERVICE**

This Agreement may be terminated:

- a) without cause or reason, by either party, giving 30 days written notice to the other party
- b) at any time by mutual agreement in writing of both parties
- c) at any time, without notice, at the decision of ASC when the Client/Guardian has breached the term of this Agreement
- d) without cause by both parties upon 3 days' notice, at any time, during the initial 3 month service period

Payment shall be provided for the services up to and including expenses incurred during services but not received until after discontinuation of services. The above dates shall be identified in writing.

### **SECTION 4 – CHANGES IN SERVICE**

A need for a change of service can be initiated by the Client/Guardian, ASC or Government agency responsible for funding (herein after referred to as the Funding Source).

The service is reviewed at least annually with the Client/Guardian as part of the ASC planning cycle and Clients/Guardians can initiate changes through this process. In addition, Clients/Guardians can initiate recommendations for changes to service at any point by making a request in writing, through the area Coordinator.

In ASC initiated change of service, prior to recommendations being made to Clients/Guardians or Funders, the Adult Services Placement Committee may meet to review potential recommended changes. If a change is recommended, planning for communication and consultation will occur with the Client/Guardian and Funder. This process may involve the need for re-assessment, a new Service Plan, Referral Form and Support Plan.

Final decision-making regarding changes of funding lies with the Funding Source.

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**SECTION 5 – AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and may only be amended by further Agreement in writing signed by both parties. The parties agree that there are no collateral agreements between the parties other than what is provided for within this agreement.

This Agreement shall be binding and enure solely to the benefit of the parties and none of the rights or obligations arising in the Agreement shall be assigned to another person.

**SECTION 6 – REQUIREMENTS**

The Client/Guardian agrees to sign any other documents required by ASC in providing services referred to in terms of this Agreement.

When two or more unrelated Clients receiving 24-hour PDD supports reside in a home together, the home is required to meet PDD Safety Standards or Accommodations & Licensing Standards which involve inspections by:

- Health & Safety Authorities
- Safety Code Officers
- Fire Inspectors

and when required, emergency personnel (e.g. gas inspections).

**SECTION 7 – LIABILITY**

The Client/Guardian will release and save harmless ASC and its servants, agents, and employees from any liability or responsibility for loss, damages or injury arising from the performance of this Agreement, except where such loss, damage or injury, is due to the gross negligence or willful misconduct of ASC or its servants, agents or employees.

The Client/Guardians shall further indemnify ASC against all loss, damages, expenses incurred by ASC, resulting from claims by any third party for any loss, damage or injury brought as a result of any matter arising out of the performances of this Agreement by the Client/Guardian.

**SECTION 8 – LEGAL STATUS**

The Client/Guardian agrees to comply to all court orders given regarding the status of the Client in relation to Guardianship, Trusteeship and Power of Attorney. The Client/Guardian further agrees to notify ASC of the existence of any changes to the court orders or Power of Attorney. The Client/Guardian agrees to provide ASC copies of all court orders, Power of Attorney and Personal Directives documents and any changes to the court orders, Power of Attorney or Personal Directive Documents.

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**SECTION 9 – INSURANCE**

ASC does not provide insurance for the Client’s personal belongings and property. It is the Client’s/Guardian’s responsibility to purchase relevant insurance at the Client’s/Guardian’s cost.

**SECTION 10 – FULL DISCLOSURE**

Client/Guardian must provide full disclosure of all information relating to physical/mental health and behavioral concerns that may: create risk, impact service delivery or impact the health or safety of the client, staff or others.

**SECTION 11 – SERVICE PROVISION**

(Check the applicable services the Client will be receiving)

- OVERNIGHT STAFFED RESIDENCE:** ASC provides services where the Client requires a 24-hour model of support to live in their home.
- SUPPORTED INDEPENDENT LIVING:** For a Client that does not require 24-hour support, ASC provides hourly supports to assist in developing and maintaining skills towards independence.
- RESPIRE:** Replaces the supports provided by family/primary caregiver and can be provided at the Client’s home or provided outside of the Client’s home, on a regular or as needed.
- APPROVED HOME:** For a Client who lives with a family in an ASC approved family home.
- COMMUNITY ACCESS:** ASC provides hourly supports to adults with developmental disabilities to develop skills to:
  - make connections and be included in their community
  - establish and maintain relationships
  - pursue their social, recreational and cultural interests
  - be a volunteer and contribute to the community
- EMPLOYMENT:** The objective of Employment Supports is to assist Clients to gain and maintain employment.

See Individual Support Plans or Service Plans for Goals/Outcomes.

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**SECTION 12 – MEDICAL**

**See General Consent Form**

The Client/Guardian agrees to provide any relevant updated medical information throughout the term of this Agreement.

The Client/Guardian will be responsible for:

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ASC agrees to be responsible for:

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**SECTION 13 – FINANCIAL OBLIGATIONS**

The Client/Guardian agrees to adhere to the following financial responsibilities.

**1. Recreation/Travel/Fees**

To provide for all costs to participate in community, recreational activities/resources/employment requirements and or other resources including provision of reimbursement for costs of authorized employee related expenses such as fees, meals (reimbursed up to \$10.00 for breakfast, \$11.00 for lunch and \$15.00 for supper) and/or transportation (47 cents per km) as outlined below. Any rate increases to the above will be subject to 30 days written notice.

The Client/Guardian agrees to budget an average general monthly amount for travel of:

\_\_\_\_\_

The Client/Guardian agrees to budget an average general monthly amount for fees/meals of: \_\_\_\_\_

It is understood that from time to time, mutually agreed upon special arrangements for travel/meals/fees may occur.

**2. Accommodation Costs:**

The Client/Guardian will be responsible for any damage or loss of others property caused by the Client.

(A) *ASC Owned Accommodation Costs:*

Room and Board (includes accommodations, meals, snacks, phone, utilities, housekeeping and laundry).

\$ \_\_\_\_\_/Month

\$ \_\_\_\_\_/Day

Any rate increases to the above will be subject to 60-days' written notice. Additional charges may be incurred for seasonal services such as snow removal, lawn care and safety related requirements such as Lifeline costs, fire extinguishers, and first aid supplies.

Rent \$ \_\_\_\_\_/Month

Not included with rent: \_\_\_\_\_

\_\_\_\_\_

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In circumstances where an ASC-owned dwelling does not fall within the Accommodations Standards, rent increases will be subject to adherence to the Landlords Tenancy Act.

**(B) Private Accommodations Arrangements:**

Unless mutually agreed upon by ASC and the Client/Guardian, securing of private living accommodations will be the responsibility of the Client/Guardian and at the Client's/Guardian's cost.

All rental agreements and costs related to private living accommodations will be the responsibility of the Client/Guardian.

The Client/Guardian agrees to be responsible for direct payment unless funds are provided to ASC to make payment on behalf of the Client/Guardian.

**(C) Moving/Storage Costs**

Unless mutually agreed upon by ASC and the Client/Guardian, all arrangements for moving of furniture and personal possessions belonging to the Client will be the responsibility of the Client/Guardian. Subsequent to this, all costs related to the moving and/or storage of furniture and personal possessions of the Client will be the responsibility of the Client/Guardian.

Unless mutually agreed upon, the Client/Guardian agrees to be responsible for all costs related to required cleaning and restoration of rented and/or room and board accommodations.

**3. Other Costs**

The Client/Guardian agree to be responsible for all other costs such as furniture, clothing, personal hygiene products, extra billed medical costs, including vinyl gloves and comforts as outlined within the monthly budget or authorized as a one-time cost.

ASC will not assume any financial responsibility for costs incurred by the Client or Guardian other than that which is provided for within the agreement.

**4. Invoicing and Payment of Cost**

ASC will provide invoices for all ASC related charges to a Client. The Client/Guardian agrees to pay all costs for the above noted financial obligations within 30 days of issue of the invoice.

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**SECTION 14 – HOLIDAYS AND EXPECTED ABSENCES**

The Client/Guardian agrees to provide reasonable notice, defined as a minimum of one week, for absences of service to the applicable service area(s).

For Clients that are employed and receiving Employment Supports, the applicable Employers holiday eligibility policies will be adhered to. Communication regarding holiday scheduling must occur with the employer and the Employment Support Workers.

Costs may be incurred when ASC is unable to re-schedule employees, and the Client/Guardian understands that ASC will continue to invoice to cover the applicable costs of absences.

In addition, when alternative service planning is required (e.g. respite services in a different location), additional personal costs may be incurred such as daily room and board.

ASC does not provide staffing support for out of province or out of country travel.

**SECTION 15 – SERVICE OF DOCUMENTS**

Service of any documents will be served personally or at the following addresses.

Client/Guardian Address: \_\_\_\_\_

\_\_\_\_\_

ASC Address: \_\_\_\_\_

\_\_\_\_\_

**IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.**

\_\_\_\_\_  
Client/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
ASC Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

|                  |                  |     |           |     |            |       |            |
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