



SERVICE AGREEMENT – Children’s Disability Services made this ____ day of _____Month/Year

Between:

_____ (herein called the Parent/Guardian)

and

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

As the Parent/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 Parent/Guardian orientation. Parent/Guardian further agrees to review, and abide with additional ASC Policy and Procedure.

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		R/R	Apr 18/18				

The Parent/Guardian acknowledges that they have been provided with a copy of the ASC Intake Welcome Package. The Parent/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 Parent/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 Parent/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 Parent/Guardian as part of the ASC planning cycle and Parents/Guardians can initiate changes through this process. In addition, Parents/Guardians can initiate recommendations for changes to service at any point by making a request in writing, through the area Coordinator.

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

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.

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SECTION 6 – REQUIREMENTS

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

SECTION 7 – LIABILITY

The Parent/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 Parent/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 Parent/Guardian.

SECTION 8 – LEGAL STATUS

The Parent/Guardian agrees to comply to all court orders given regarding the status of the Parent in relation to Guardianship. The Parent/Guardian further agrees to notify ASC of the existence of any changes to the court orders. The Parent/Guardian agrees to provide ASC copies of all court orders and any changes to the court orders.

SECTION 9 – INSURANCE

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

SECTION 10 – FULL DISCLOSURE

The Parent/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

ASC will provide the services requested as outlined in the FSCD Funding Source Agreement. See attached Schedule A outlining details of service provision.

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SECTION 12 – MEDICAL

See General Consent Form

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

The Parent/Guardian will be responsible for:

- Administering medication to the Client unless outlined in an attached Schedule B.

ASC agrees to be responsible for:

INSERT REGION SPECIFIC SCHEDULE A

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SECTION 13 – FINANCIAL OBLIGATIONS

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

Provision of the current funding agreement outlining funding for requested service(s).

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.

Activities to be pre-approved by Parent, including costs associated with activity. Parents are responsible for costs of ASC employee to attend community/recreational activities with the Client.

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

Other Costs

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

The Parent/Guardian agrees 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.

All costs for Client’s personal belongings, property, equipment, remains the responsibilities of the Parent/Guardian.

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.

I agree to be responsible for payment of all associated personal/medical expenses as outlined (e.g. rubber gloves, hygiene products, non and prescriptive medication not covered, etc.):

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Invoicing and Payment of Cost

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

SECTION 14 – HOLIDAYS AND EXPECTED ABSENCES

The Parent/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 Parent/Guardian understands that ASC will continue to invoice to cover the applicable costs of absences.

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.

Parent/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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