



**FEE-FOR-SERVICE AGREEMENT**

<b>Name of Participant:</b>		<b>Date of Birth:</b>	
<b>Main Contact:</b>		<b>Relationship to Participant:</b>	
<b>Support Organization:</b> <b>Office Location:</b>	Creating Alternatives Day Program 4300 Steeles Ave. W, Unit 18, Vaughan, Ontario, L4L 4C2	<b>Period of Agreement:</b>	From <b>April 1, 2026</b> to <b>March 31, 2027</b>
<b>Type of Service being Purchased:</b>	<input type="checkbox"/> Day Program - \$117.50/day	<b>Days of Service</b>	M T W T R F – 1:5 Full Day

**BACKGROUND:**

- I. The parties to the Fee-for-Service Agreement (the “**Agreement**”) are the Agency and the Main Contact (the “**Parties**”).
  
- II. The Agency is a not-for-profit corporation dedicated to providing supports and services to individuals with developmental disabilities and their families. The Agency offers direct individualized support services on a fee-for-service basis to the people the Agency supports.
  
- III. **The Main Contact (select one):**
  - a.  **OPTION #1** - The Main Contact is the Participant. If selected, all references to the Main Contact refer to the Participant.
  
  - b.  **OPTION #2** - The Main Contact is a trusted family member, friend or legally authorized Substitute Decision-Maker who is committed to supporting the Participant to achieve their goals and otherwise meet the needs of the Participant in a manner consistent with their well-being and wishes.
  
- IV. **The Services:**
  - a. The Main Contact has chosen to purchase from the Agency direct support services for the Participant on a fee-for-service basis (the “**Services**”).
  
  - b. The Parties agree to implement the services described in **Schedule 1** of this Agreement (“**Description of Services**”). The fees payable for the Services, including

the daily rates, applicable charges, billing terms, and all financial parameters governing the provision of the Services, will be paid as set out in **Schedule 2** of this Agreement ("**Budget & Fees**"). For the purposes of this Agreement, **Schedule 1** and **Schedule 2** together form the "**Service Plan**" to support the Participant.

- c. The Main Contact acknowledges that the Services are contracted for the full period identified in this Agreement and that the Service Plan is established and staffed on an annual basis. The Services are not intended to fluctuate based on the Participant's attendance on any particular day.
- d. The Services are provided on a scheduled basis as set out in the Service Plan. The Participant's attendance does not affect the delivery, staffing, or cost of the Services, and absences do not alter the Main Contact's obligation to pay for the Services, except as expressly provided in this Agreement.
- e. The Agency will provide the Services to the Participant strictly in accordance with the Service Plan, as amended from time to time in accordance with this Agreement. Any changes to the Services, including changes to the schedule, staffing ratio, or type of support, must be requested in accordance with the notice requirements of this Agreement and confirmed in writing by the Agency.

## **THE PARTIES AGREE AS FOLLOWS:**

The Main Contact and the Agency agree that the Agency will provide the Services on the following terms and conditions:

### **1. SCHEDULES**

1.1. The following Schedules are part of this Agreement:

<b>Schedule 1</b>	Description of Services
<b>Schedule 2</b>	Budget & Fees
<b>Schedule 3</b>	Program Closures
<b>Schedule 4</b>	Policy and Procedure Acknowledgement
<b>Schedule 5</b>	Code of Conduct
<b>Schedule 6</b>	Consents

### **2. DUTIES OF THE AGENCY**

2.1. **Provision of Services:** The Agency will provide direct support to the Participant based on the description and amounts outlined in the Service Plan.

2.2. **Communication:** The Agency will communicate with the Main Contact:

- i. If the fees in this Agreement increase.
- ii. If there are any issues related to the supports provided to the Participant.

2.3. **Confidentiality:** The Agency will keep all information about the Participant confidential unless the Participant or someone authorized to consent on his /her behalf gives permission to share the information, or the Agency is legally required or authorized to

disclose this information without consent.

- 2.4. **Emergency Closure:** In the event of an emergency closure due to unforeseen circumstances such as inclement weather, public health concerns, or operational disruptions, the Agency will notify participants as soon as possible. Families will not be billed for closures unless an alternative service arrangement is offered in accordance with **Schedule 3** (“Program Closures”).
- 2.5. **Abuse Reporting:** The Agency shall report any allegation or witnessed incident of abuse that may constitute a criminal offence to the appropriate authorities, including police services, prior to commencing any internal review or follow-up, as required by applicable legislation and Agency policy.
- 2.6. **Service Plan Review:** The Agency shall review the Service Plan at least once per year. If an annual review has not occurred by the anniversary of this Agreement, the Service Plan shall remain in effect until revised or replaced, or until this Agreement is terminated.
- 2.7. **Program Closures:** In the event of a program closure due to statutory holidays, emergency circumstances, inclement weather, public health concerns, or operational disruptions, the Agency shall notify the Main Contact as soon as reasonably possible in accordance with **Schedule 3**.

### 3. DUTIES OF THE MAIN CONTACT

- 3.1. **Communication:** The Main Contact will communicate:
  - I. Any change of information (addresses, phone numbers, main contacts, etc.) to the Agency Representative (identified in the Service Plan).
- 3.2. **Hiring Agency Employees:** The Main Contact will not hire any of the Agency’s employees to provide supports privately without written consent from the Agency.
- 3.3. **Complaints:** The Main Contact will forward any complaints to the Agency’s Representative for an attempted resolution.
- 3.4. **Confidentiality:** The Main Contact will keep any personal information related to the Agency’s employees confidential.

### 4. PRIVATE WORKERS

- 4.1. If the Main Contact chooses to purchase private supports of an individual not employed by the Agency (“**Private Worker(s)**”), the Main Contact acknowledges and agrees that the following will apply as a condition of the Private Worker(s) being permitted to attend the Agency’s premises or programs:
  - I. The Private Worker(s) has completed a Vulnerable Sector Screening (VSS) in the last 12 months;
  - II. The Main Contact or the Private Worker(s) holds general liability insurance to cover any harms, damages or losses they may suffer or harms, damages or losses that may be caused by the actions or omissions of the Private Worker(s).

- III. The Agency is not responsible for the supervision, actions, or omissions of any Private Worker(s).
- IV. The Agency reserves the right to deny access to its facilities or programs to any Private Worker(s) who does not meet these requirements, or who engages in conduct that is contrary to the Agency's policies and procedures, poses a health and safety risk, or negatively impacts the Agency, the people it supports or Agency Staff, or as may otherwise be necessary based on the Agency's operational needs.

## 5. INDEMNIFICATION & LIABILITY

- 5.1. The Main Contact agrees to indemnify and hold harmless the Agency, its employees, and affiliates from any claims, damages, or liabilities arising from:
  - I. The actions of the Participant or their Private Worker(s).
  - II. Injuries or damages occurring during program activities, except in cases of gross negligence by the Agency.
  - III. Non-compliance with Agency policies by the Participant, the Main Contact or any Private Worker(s) they have engaged.
- 5.2. It is agreed that the Main Contact, the Participant, and any Private Worker(s) may be required to sign a waiver as a condition of participating in certain activities or attending certain premises. Failure to sign a waiver when required may result in exclusion from participation or denial of access to premises.

## 6. INVOICING & PAYMENT

- 6.1. **Invoicing:** The Agency will send an invoice to the physical address, or the electronic address listed in the Service Plan by the 1<sup>st</sup> day of the month for the service delivery.
- 6.2. **Payment:** The Main Contact agrees to pay the Agency's invoices within 30 days of the receipt of invoice.
- 6.3. **Payment Method:** Payments may be made via cheque, e-transfer, or credit card. A 3% service charge will be applied to payments made by credit card.
- 6.4. **Program Closure:** The Agency will not bill for services during program closures, such as statutory holidays, or emergency closures in accordance with **Schedule 3**.
- 6.5. **Fees Payable Regardless of Attendance:** Fees for Services are payable regardless of the Participant's attendance. Scheduled Services will be invoiced in accordance with the Service Plan whether or not the Participant is present, except in the case of program closures initiated by the Agency or as otherwise expressly permitted under this Agreement.

6.6. **No Backfilling of Service Spaces:** The Services are based on staffing ratios and program capacity and are not contingent on individual attendance. The Agency is not required to fill or replace the Participant's space during any absence, and the Main Contact shall not be entitled to any reduction of fees based on the Agency's inability or decision not to do so.

6.7. **Routine Absences:** Planned or routine absences, including but not limited to vacations, family travel, appointments, therapies, or preferred activities, shall not be grounds for a reduction, suspension, or refund of fees.

6.8. **Exceptional Circumstances:** The Agency may, in its sole discretion, waive or reduce fees in extraordinary circumstances involving a serious or life-threatening medical condition affecting the Participant. Any such waiver or reduction must be approved in writing by the Agency's Executive Director.

## 7. TERM AND TERMINATION

7.1. **Term:** This Agreement shall commence on the Start Date and shall continue until the End Date, unless terminated earlier in accordance with this Agreement.

7.2. **Term Structure:** The Parties acknowledge that this Agreement is structured as a term contract aligned with annual operational planning and funding cycles of the Agency. The Agency may decline requests to suspend, pause, or materially modify Services during the term where such changes would adversely impact staffing, program capacity, or service delivery.

7.3. **Modifications to Services:** Any modification to the Services, including changes to scheduled days of service, shall require approval by the Agency. The Agency may refuse or delay such modification where it would compromise staffing, program capacity, or operational planning.

7.4. **Early Termination:** This Agreement may be terminated prior to the End Date in the following circumstances:

- I. By either Party upon providing thirty (30) days' written notice to the other Party;
- II. By the Agency, with immediate effect, where:
  - a) a dispute between the Parties cannot be resolved;
  - b) an invoice remains unpaid for more than ninety (90) days following the date of the invoice;
  - c) the Main Contact, the Participant, or any Private Worker engaged by the Main Contact breaches Agency policy or engages in conduct that places the health or safety of other participants, Agency staff, or others at risk; or
  - d) such conduct otherwise negatively impacts the Agency, its staff, operations, or the delivery of the Services.

- III. By the Main Contact, provided that where the Agreement is terminated by the Main Contact prior to the End Date, the Agency may, in its discretion, invoice the Main Contact for up to six (6) months of Services or five thousand dollars (\$5,000), whichever is less, as compensation for staffing, administrative, and operational costs incurred in reliance on this Agreement, and further provided that termination shall not be used to avoid payment for scheduled Services due to foreseeable or routine absences, including but not limited to vacations, appointments, or family travel.
- IV. Early Termination of this Agreement shall not be used for the purpose of avoiding payment for scheduled Services due to foreseeable or routine absences, including but not limited to vacations, appointments, or family travel. Where termination is sought for such reasons, the Agency may exercise its discretion under Section 7.4 (III) in determining whether termination costs are payable.

## 8. GENERAL:

- 8.1. **Acceptance of Terms:** The Main Contact agrees that this Agreement has been reviewed, explained, discussed where necessary, and accepted.
- 8.2. **Full Effect:** The Parties agree to execute and deliver such further documents and perform such further acts as may be necessary or desirable in order to give full effect to this Agreement.
- 8.3. **Full Agreement and Amendments:** This Agreement supersedes all previous agreements between the Parties. Any modification to the terms of this Agreement must be in writing and signed by all Parties.
- 8.4. **Severability:** If any portion of this Agreement is held illegal, invalid or unenforceable, then the illegal, invalid or unenforceable portion only will be stricken from the Agreement. All remaining valid provisions of the Agreement remain in force and effect.
- 8.5. **Interpretation:** Words importing the singular number also include the plural and vice versa. Words importing the neutral, masculine or feminine gender include the masculine and feminine genders where required by context.
- 8.6. **Force Majeure:** The failure of any of the Parties to fulfil any of its respective obligations under this Agreement will not be considered a breach of, or default under, this Agreement to the extent that such failure to fulfil the obligation arose from unforeseeable circumstances (force majeure) that prevented either party from fulfilling this contract.
- 8.7. **Governing Law:** This Agreement shall be governed by the laws of the province of Ontario and the laws of Canada applicable therein, and each of the Parties hereby consent to the jurisdiction of the courts of Ontario.
- 8.8. **Assignment:** No Party shall assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other Parties.
- 8.9. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

**This Agreement signed in counterparts on the dates indicated below:**

<b>PARTY</b>	<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>Main Contact</b>			
<b>Agency Representative</b>			

**SCHEDULE 1**  
**DESCRIPTION OF SERVICES**

For Services provided from **April 1, 2026** to **March 31, 2027**

**Service Options**

<b>Service Option</b>	<b>Service Days</b>	<b>Cost</b>	<b>Initial</b>
<b>Day Program</b> (1:5 Full Day)	M    T    W    TR    F	\$117.50/day	

**Additional Service Options**

N/A

**SCHEDULE 2  
BUDGET & FEES**

For Services provided from **April 1, 2026** to **March 31, 2027**

**Service Rates:**

<b>Service Type</b>	<b>Daily Rate</b>	<b>Initial</b>
Day Program (1:5 Full Day)	\$117.50/day	_____

**Billing Cycle:**

The Main Contact will be invoiced at the beginning of each month for the Services to be provided during that month. Any additional expenses incurred during the month will be invoiced the following month.

**SCHEDULE 3**  
**PROGRAM CLOSURES**

The Agency may close programs or suspend Services in the following circumstances:

**1. Statutory Holidays:**

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving
- Christmas Day
- Boxing Day

**2. Planned Agency Closures:**

- Holiday shutdown periods
- Staff development days
- Any additional planned closures communicated in advance

**3. Emergency Closures:**

- Severe weather
- Public health concerns
- Building or utility failures
- Other unforeseen circumstances that make service delivery unsafe or impracticable

**Billing:**

The Agency shall not invoice for Services during program closures.

**Notification:**

The Agency will notify the Main Contact of closures as soon as reasonably possible.

**SCHEDULE 4**

**POLICY AND PROCEDURE ACKNOWLEDGEMENT**

**Name of the Participant:** \_\_\_\_\_

**Decision-Making Supporter\*:** \_\_\_\_\_

The Participant and/or the Decision-Making Supporter **ACKNOWLEDGE** and **AGREE** that I/We have received and reviewed a copy of the Creating Alternatives (the “Agency’s”) *Participant Handbook* with applicable policies and procedures.

The Participant and/or the Decision-Making Supporter **ACKNOWLEDGE** having had the opportunity to discuss the supports and services to be provided by the Agency and that the Participant has the right to participate as fully as possible in the development and review of the Service Plan and those supports and services to be provided under this Agreement.

<b>Participant Signature</b>		<b>Date</b>	
<b>Decision-Making Supporter Signature</b>		<b>Date</b>	
<b>Agency Contact Signature</b>		<b>Date</b>	

\*Decision-Making Supporter refers to a trusted family member or friend, or legally authorized Substitute Decision-Maker.

## SCHEDULE 5

### CODE OF CONDUCT

This purpose of this Code of Conduct, which applies to Participants of Creating Alternatives (the “**Agency**”) as well as to their parents, other family members, caregivers, visitors, and Substitute Decision-Makers (referred to as a “**Support Network Members**”), is to promote an understanding of acceptable and unacceptable conduct and behaviour towards the Agency’s staff, volunteers and other Participants.

#### GUIDELINES

##### **Participants and Support Network Members are expected to:**

- Support the Agency in maintaining a safe and respectful environment for Participants, its staff and its volunteers;
- Be respectful to all the Agency staff, volunteers and Participants at all times;
- Respect and comply with all applicable federal, provincial and municipal laws;
- Respect differences in people, their ideas and opinions;
- Respect the rights and needs of others;
- Refrain from using profanity, inappropriate and/or aggressive language on the Agency premises and /or towards Agency staff, volunteers and Participants;
- Respect and comply with Agency policies, including but not limited to the Complaints and Feedback Policy and this Code of Conduct.
- Cooperate with investigations, protocols, and procedures designed to address and prevent misconduct and ensure a healthy and safe environment for all stakeholders.

##### **Participants and Support Network Members acknowledge that unacceptable conduct includes, but is not limited to:**

- Threats (verbal and/or physical) or harassing behaviour towards Agency staff, volunteers and Participants;
- Bullying, including cyber bullying and written communication;
- The use of loud, aggressive, threatening and/or offensive oral communications, which includes but is not limited to, the use of profanities;
- The use of aggressive, defamatory, threatening and/or offensive language, which includes but is not limited to the use of profanities in in-person conversations, texts, voicemail messages, email, or other forms of communication, including but not limited all forms of social media;
- Causing physical harm to another person;
- The use of alcohol or illicit narcotics on the Agency premises that adversely affects the Agency’s staff, volunteers and Participants;
- Disruptive behaviour which interferes or threatens to interfere with the Agency’s operations;
- Conduct that is injurious to morale and/or the mental well-being of others;

- Discriminatory conduct towards any Agency Staff, Volunteer or Participants; and
- Disorderly, immoral or indecent conduct.

**Participants and Support Network Members acknowledge and understand that a violation of this Code of Conduct may lead to:**

- The Agency conducting investigations, implementing communication protocols or otherwise imposing procedures in relation to access to the Agency premises and interactions with the Agency personnel to prevent future violations;
- The Agency contacting the appropriate authorities, including but not limited to, the police, and the Office of the Public Guardian and Trustee;
- The Agency pursuing legal remedies; and
- Where other resolutions fail, collaborating with third parties to develop alternative support options for Participants.

## SCHEDULE 6

### CONSENTS

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#### A. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION AND PERSONAL HEALTH INFORMATION FOR PARTICIPANTS

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

(Print full name of Participant)

(dd/mm/yyyy)

Your privacy is important to us. Creating Alternatives (the “**Agency**”) commonly collects, retains, uses and discloses personal information and personal health information for the purposes of:

- providing direct service to the individual and/or family;
- supporting health care professionals in their treatment of the individual;
- making referrals to other organizations for service/ support;
- obtaining access to government assistance or supports as required by the individual; and
- providing volunteering and gift giving opportunities.

Information collected is retained at the appropriate program site in a Participant’s personal binder and may also be stored electronically. This information is kept confidentially under lock and key or secure password.

Access to this information is restricted to the Agency and, as required, to individuals who maintain the computerized information systems. While in service, Participants and their Designate\* also have access to a Participant’s personal records.

A request for disclosure from an external third party must be made in writing. Disclosure of personal information and personal health information about a person in service to an external third party will require the written consent from the Participant or their Designate.\* Personal information and Personal Health Information may also be disclosed if legally permitted or required by law.

If you have any questions concerning your personal information, please contact

**Maria Rea.**

\*Designate refers to a trusted friend or family member, or legally authorized Substitute Decision-Maker

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**Creating Alternatives is authorized to:**

- Collect and use** personal information and personal health information pertaining to the above named Participant in a secure manner consistent with the purposes outlined above.
- Disclose** personal information pertaining to the above named Participant in a secure manner consistent with the purposes outlined above.

My/the Participant's personal information can be shared with the following service providers for the purposes listed above:

You have control over your personal information and have the right to restrict what happens with it. Please outline the restrictions you wish to apply and specify whether the restriction applies to the collection and/or disclosure of your/the Participant's personal information.

Or, indicate **no restrictions are to be applied**

I **UNDERSTAND** that I may withdraw my consent in writing, in full or in part, at any time and that I may place conditions on access to my/the Participant's personal health information by contacting the Agency in writing I further **UNDERSTAND** that withdrawal or conditions placed on access could impact the services and supports provided to me/the Participant's by the Agency.

I **ACKNOWLEDGE** that I have read and understood the information on this form and have received any explanations I needed to understand it.

**This form is signed by the Participant**

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*Signature of Participant*

Dated this            day of            , 20

The Participant signing this form has a reasonable understanding of the positive or negative consequences of giving, withholding or withdrawing consent.

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**This form is signed by a trusted friend or family member, or legally authorized Substitute Decision-Maker on behalf of the Participant**

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*Name of person signing (print)*

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*Relationship to Participant*

Dated this            day of            , 20

