

**ErinoakKids Centre for Treatment and Development**  
**Autism ABA Services Terms of Engagement**

Parent/Authorized Caregiver (Name) \_\_\_\_\_, has purchased Autism

Applied Behaviour Analysis (ABA) Services for (Child's Name) \_\_\_\_\_ born  
on \_\_\_\_\_ (DD/MM/YYYY) and agrees to the terms below.

**Participation in the Program**

**At ErinoakKids, our expert staff provide high quality, clinically effective support for children with autism as they grow.** These Terms of Engagement establish and clarify the expectations and agreed responsibilities and obligations for both ErinoakKids and your family as we work together to support your child in our Autism ABA Service. The agreed Terms of Engagement are as follows:

1. Therapy goals will be individually tailored to your child based on their unique strengths and needs as well as your family needs and priorities. An individualized assessment will inform a unique Behaviour Intervention Plan for your child, and both will be shared with you early in the semester. This service includes 1:1 support with a Clinical Therapist and is not appropriate or applicable for children requiring more support as determined by ErinoakKids.
2. Autism ABA Therapy at ErinoakKids is available for children aged two to nine. Eligibility is aligned to Ontario Autism Program (OAP) funding guidelines and age at the start of the calendar year applies for the entire calendar year; a child must be between the ages of two and nine years old on **January 1** to be eligible for that year of service.
3. At ErinoakKids, in addition to the Clinical Therapist your child will work with during their treatment sessions, our expert professional team includes Senior Behaviour Analysts, Speech Language Pathologists, Occupational Therapists, Physiotherapists, Social Workers and Service Navigators. These services, along with any required transition meetings, will be included where appropriate, based on the needs of your child and as determined by ErinoakKids. There will be no additional fees for these services when accessed as part of the Autism ABA Services package you have purchased pursuant to these Terms of Engagement.
4. Each semester, once you have purchased the package that best works for your family (two or three days per week; morning or afternoon), that purchase is final and cannot be refunded or changed. Fees are fully inclusive and have been determined by the number of weeks in a semester, including allowances for statutory holidays/site closures (e.g. severe weather) and staff meetings. With a limited number of spaces, every child is eligible for and can be registered for only one package per semester.
5. Your assigned Clinical Therapist will work with you and your child to make sure your child benefits from every session they attend during a semester. If your assigned Clinical Therapist is not available for a session, for any reason, another equally qualified clinician will work with your child temporarily. You will be kept informed of any changes that will affect your child.

6. Sessions will begin at the scheduled time (9:00 a.m. for morning sessions, 1:00 p.m. for afternoon sessions.) Late arrivals will result in a shortened session. Sessions will also end at the scheduled time (noon for morning sessions, 4:00 p.m. for afternoon sessions.) Please call ahead if you are going to be late for pick up. Repeated late pickups may impact your ability to register for future semesters.
7. Missed sessions will not be refunded or rescheduled due to illness or any other reasons. Please advise in advance if your child is unable to attend a session for any reason, your assigned Clinical Therapist will advise of options for you to access online resources outside of scheduled sessions.
8. ErinoakKids reserves the right, as determined by ErinoakKids in its sole discretion, to suspend or terminate your child's participation in Autism ABA Services if their continued participation includes any threat or perceived threat to the safety of our staff, visitors, volunteers, or your child.
9. Receipts (including Service Receipts) will be issued for payment in the name of the person paying.

#### **Personal Information**

10. ErinoakKids must collect and use personal information and personal health information, including on your child's profile and Behaviour Intervention and other personal information required for the purposes of carrying out service and interacting with others with respect to that service. ErinoakKids will treat this personal information and personal health information as confidential and store it in a secure database or storage means that can only be accessed by authorized staff.
11. ErinoakKids will not disclose any personal information or personal health information about the parent/caregiver or child to any third party without their written permission, except when required to make a disclosure by legislation or the courts (for example, to report suspected child abuse or neglect; where there is an imminent risk of harm to your child or others; or through subpoena, search warrant or other legal order or requirement).
12. ErinoakKids will answer any questions about how personal information or personal health information is used.

#### **General Provisions:**

13. These Terms of Engagement agreement shall be for the duration of your child's Autism ABA Services.
14. You may withdraw your child from Autism ABA Services at ErinoakKids at any time and at your discretion. These Terms of Engagement and this agreement will terminate immediately upon written notice being received by ErinoakKids. All purchases are final and will not be refunded.
15. In addition to the provisions of paragraph 8 above, ErinoakKids may terminate these Terms of Engagement and this agreement and delivery of Autism ABA Services to your child if ErinoakKids determines, in its sole discretion acting reasonably, that:
  - a. your child is presenting with medical conditions that interfere with the child's ability to participate; or

b. You as parent/caregiver have failed to comply with the terms and conditions of these Terms of Engagement and this agreement (e.g. defaulted payments for Services, provision of false or misleading information, failure to seek required approvals or provide required documentation) or engaged in any other act or omission which is grounds for immediate termination of this agreement.

Refunds for services discontinued by ErinoakKids for the reasons above will be considered on a case-by-case basis and are not guaranteed.

If it is determined during a semester that your child requires more than 1:1 support, an alternative schedule for the semester in progress that could include decreased hours, parents attending sessions or additional resources may be offered, depending on staff availability.

16. You understand and acknowledge that in no event shall ErinoakKids be liable for damages of any kind, including, without limitation, any indirect, special, incidental or consequential damages, or any other damages whatsoever and howsoever caused, arising out of or in connection with these Terms of Engagement and this agreement and the provision of Autism ABA Services, regardless of the cause and whether the action is in contract, tort (including negligence), civil liability or otherwise, except to the extent caused by ErinoakKids' gross negligence or willful misconduct in performing its obligations under this agreement, or its material breach of any representation, warranty, covenant or term of this agreement.
17. This agreement may only be amended by way of a written agreement signed by both parties. By signing below, you as Parent/Caregiver confirm having read, understood and agreed with these terms, that you as Parent/Caregiver have had a reasonable opportunity to consult with independent legal counsel, and that the Parent/Caregiver is not relying on any promises or guarantees other than those set out in this Terms of Engagement. This Terms of Engagement will become a binding Agreement if you, the Parent/Caregiver provides a signed electronic copy to ErinoakKids via DocuSign.
18. Once duly executed by the parties, this Agreement supersedes and replaces any previous Autism Services Terms of Agreement or similar document previously agreed to between ErinoakKids and you as Parent/Caregiver with respect to services to be provided to the relevant child.

_____	_____	_____
<b>Participant Name (Parent/Caregiver)</b>	<b>Signature</b>	<b>Date</b>

_____	_____	_____
<b>ErinoakKids Staff Name</b>	<b>Signature</b>	<b>Date Received</b>

**Executed Date** \_\_\_\_\_