

## **Client Terms of Service Agreement: Occupational Therapy Connect Ontario**

This document includes important details about your rights and obligations as a Client receiving treatment from Occupational Therapy Connect Ontario. It includes information about limitations and liability that may apply to Service provided to you through Occupational Therapy Connect Ontario.

### **DEFINITIONS**

“Service” refers to all aspects of occupational therapy services and treatment offered through Occupational Therapy Connect Ontario.

“Provider” refers to the occupational therapist delivering occupational therapy services under the heading Occupational Therapy Connect Ontario.

“Purchase” refers to the fees paid by the Client for Service from Occupational Therapy Connect Ontario.

“Session” refers to the appointment with the Provider, offered virtually (phone, email online platform) or in-person, through Occupational Therapy Connect Ontario.

“Client(s)” refers to the individual(s) receiving Service through Occupational Therapy Connect Ontario.

“Circle of Care” refers to the healthcare providers who are directly involved in the provision of the Client’s healthcare.

“Terms of Service” or “Terms” refers to the governance of the Client’s relationship with Occupational Therapy Connect Ontario as outlined in this document.

### **TERMS OF SERVICE**

Please read this document carefully before accessing or using services from Occupational Therapy Connect Ontario. By accessing or using services through Occupational Therapy Connect Ontario, you are hereby acknowledging and agreeing to be bound by these terms and accept all legal consequences arising therefrom.

Occupational therapists working at Occupational Therapy Connect Ontario are governed by the College of Occupational Therapists of Ontario (COTO) and must abide by all rules, regulations and standards as outlined by COTO. Please visit <https://www.coto.org/> for the full rules and regulations.

These standards are derived from privacy legislation outlined in the Personal Health Information Protection Act (PHIPA), Personal Information Protection and Electronic Documents Act (PIPEDA), Freedom of Information and Protection of Privacy Act (FIPPA), and Regulated Health Professions Act (RHPA). Occupational Therapy Connect Ontario

maintains and collects information about Clients in accordance with all applicable privacy legislation.

## **CONFIDENTIALITY**

Occupational Therapy Connect Ontario utilizes a team-based approach, whereby Providers collaborate with other Occupational Therapy Connect Ontario team members to provide the best possible care to the Client.

Only with client consent, information may be released to health care providers who are directly involved in the provision of the Client's Circle of Care, unless the Client directs in writing not to release such information. The Client's personal health information will not be disclosed to third parties without informed, written consent and authorization from the Client.

Personal health information will not be released without informed written consent from the Client except where required by law. Providers are bound by law to report to legal authorities under the following circumstances:

- there is imminent risk of harm to the Client or others;
- there is known or suspected risk of harm to a child;
- there is risk of harm to the country or threat of terrorism;
- there is a known or suspected case of professional misconduct, of which must be reported to the Provider's Regulatory College;
- the Provider is required to defend against a complaint filed with the Provider's Regulatory College; or,
- there is a court order (summons), issued by a judge, which may require release of information from the Client's records and/or require a Provider to testify in a court hearing.

If the Provider is of the opinion that a medical condition or functional impairment poses a risk to road safety, the Provider has a right to report this to the Ministry of Transportation without the client's consent as authorized pursuant to the *Highway Traffic Act*. More information can be found at the following website: <http://www.mto.gov.on.ca/english/safety/medically-unfit-driver-physicians.shtml>

## **CRISIS AND EMERGENCIES**

Occupational Therapy Connect Ontario is NOT an emergency service. In the event that the Client requires immediate urgent assistance and/or a crisis or emergency arises, the Client understands not to rely on the Service provided through Occupational Therapy Connect Ontario. Instead, the Client should immediately:

- Call 911 or visit the nearest hospital emergency department; and/or,
- Contact a local crisis agency:

24/7 crisis line at 1-833-456-4566 or by text at 45645 through Crisis Services Canada

Crisis Services Canada webpage:

<https://www.crisisservicescanada.ca/en/looking-for-local-resources-support/>

The Provider may determine at any time that the Service offered through Occupational Therapy Connect Ontario is not appropriate for the Client's current needs. Occupational Therapy Connect Ontario will attempt to work with the Client to connect to a more appropriate service when able.

## **CLIENT EXPECTATIONS**

All Clients are required to complete a screening form prior to the first appointment to determine appropriateness of the Service based on need. Not all needs can be appropriately met using virtual healthcare services. Occupational Therapy Connect Ontario outlines the inclusion and exclusion criteria for service on the screening tool and website. These criteria are based on evidence-based knowledge around what treatment interventions can be best met using virtual services. Occupational Therapy Connect Ontario reserves the right to deny the provision of Service in its absolute sole and unfettered discretion.

It is expected the Client will be ready to participate in Services with the Provider at the time of the Session. If the Client is 15 minutes late, it is at the discretion of the Provider to cancel the Session. See 'Rescheduling Policy' for more information.

It is expected the Client will not be under the influence of substances the day of a scheduled Session. If the Provider suspects the Client to be under the influence of substances, it will be at the discretion of the Provider to cancel the Session.

It is expected the Client will conduct themselves appropriately and that the Client and Provider will demonstrate mutual respect within the therapeutic relationship. It is at the Provider's discretion to end the session based on the Client's behaviour or conduct.

It is the Client's responsibility to choose a private and secure location without others present, free from distraction(s), and ensure devices are secure and working properly. The Client will avoid using an employer's or third party's computer or device to participate in the Service.

The Client is responsible to provide the Provider with current and accurate contact information. The Client must update the Provider if contact information has changed. The Client must also inform the Provider if they should not leave a message when contacting the Client by phone.

## **PROVIDER EXPECTATIONS**

Providers of Occupational Therapy Connect Ontario are independent professionals registered with the College of Occupational Therapists of Ontario (COTO). Providers must adhere to and comply with legislation and the principles, guidelines and practice standards outlined by this regulatory body. Please visit the College of Occupational Therapists of Ontario webpage for more information about occupational therapy: <https://www.coto.org/>

As part of the informed consent process, the initial session will start with the Provider giving clear, accurate information about the Service offered through Occupational Therapy Connect Ontario including purpose and nature of Service, expected outcomes, and possible risks and benefits of service participation. The Client will have an opportunity to ask clarifying questions. If the Provider does not feel the Client can give informed consent or the Client's needs cannot be appropriately met through Occupational Therapy Connect Ontario, the Service will not be continued.

The Provider will make every attempt to respond promptly to the Client during office hours which, at this time, are flexible. Occupational Therapy Connect Ontario does not provide 24-hour Service, nor does Occupational Therapy Connect Ontario communicate via text messaging. The Provider will use virtual (phone, email, online platform) communication to provide the Service.

## **RESCHEDULING POLICY**

It is required to provide a minimum of 24-hours notice to cancel or reschedule the Session. At this time, Occupational Therapy Connect Ontario does not charge for missed appointments. However, if consecutive appointments are missed or cancelled, it will be at the Provider's discretion to reschedule or cancel future appointments.

## **SERVICES**

To access Service through Occupational Therapy Connect Ontario, the Client must be at least 18 years of age and a resident of the Province of Ontario, Canada.

Occupational Therapy Connect Ontario provides virtual services (video and audio only) for Clients experiencing functional difficulties due to mild to moderate mental health issues. These issues may include difficulty participating in self-care, work or leisure-based activities. Barriers to functional performance may include, but are not limited to, difficulty coping with anxiety, mood-related illness, and poor attention skills. Clients will be screened by providers to determine appropriateness of this service based on the Client's needs.

The Service may include a one-time session (brief), multiple sessions (2-8) or ongoing sessions, based on Client need, wants and goals. The therapy modalities used will be evidence-based and tailored to the plan of care based on client need. Only therapy

modalities within the scope of occupational therapy practice and in which the Provider has competence to perform will be utilized. Treatment plans may be adjusted as Client needs change. When appropriate, the Provider may recommend a client to alternative or additional services outside of Occupational Therapy Connect Ontario.

## **TERMINATION OF SERVICE**

Discharge or termination of the Service will occur when the Client or Provider determines goal(s) are met, the Client withdraws consent from the Service, three (3) consecutive Sessions have been missed without 24-hour notice from the Client, or when there has been no contact from the Client for a period of 90 days.

If the Client breaches these Terms, discharge or termination of the Service may be immediately effected by Occupational Therapy Connect Ontario in their sole and absolute discretion and without prior notice or liability. Upon termination, the Client's right to use the Service will immediately cease.

## **SECURITY**

Occupational Therapy Connect Ontario provides service using a virtual platform called On Call Health. On Call Health meets compliance standards for privacy and confidentiality legislated by both PHIPA and PIPEDA and advertises its servers are privately hosted and located in Canada. Please visit the On Call Health webpage for more information about the company's practices: <https://oncallhealth.ca/>

Providers through Occupational Therapy Connect Ontario are only liable for confidentiality and privacy issues that are a direct result of malpractice. Occupational Therapy Connect Ontario will take reasonable measures, as outlined by the COTO, to protect the security and confidentiality of electronic information both sent and received.

There are inherent risks associated with using virtual communication for healthcare. Despite reasonable efforts to protect confidential information, it is not possible to completely secure information. Occupational Therapy Connect Ontario is not responsible for any malware that may impact security, interference from third parties in video calls, or any intercepted information by hackers.

## **PAYMENT OF SERVICES**

The Client will be provided with an invoice at the time of payment. Please refer to the website for Purchase fees. The Purchase fees are set in accordance with the fee range for similar services offered through Providers of the same discipline working in private practice.

The Client is encouraged to discuss coverage with respective insurer(s) as the Purchase fee may not be covered under the Client's benefits package. The Client is solely responsible for any fees not covered by the Client's insurer.

The Client must ensure that credit card information provided is true, accurate, and complete at the time of Purchase. Occupational Therapy Connect Ontario reserves the right to refuse or cancel the Client's Purchase at any time for reasons such as errors in the description or price of the Service, Client error, or if fraud or an unauthorized or illegal transaction is known or suspected.

## **INDEMNIFICATION**

Should the Client violate any aspect of these Terms, the Client hereby agrees to indemnify and hold Occupational Therapy Connect Ontario harmless from any liability, loss, claim and expenses without limitation, including but not limited to, reasonable lawyer fees associated with any liability, loss, or claim, in full.

## **CHANGES TO TERMS OF SERVICE**

Occupational Therapy Connect Ontario has the right to change, modify or replace the Terms of Service at any time. Occupational Therapy Connect Ontario will take reasonable measures to notify active Clients of any changes. Clients who continue with the Service, after changes have taken effect, are considered to have consented to the new Terms and are therefore bound to the new Terms. If the Client does not agree to the new Terms, written notification is required, and the Service would be terminated thereafter.