**Respite Contractor Agreement and Release**

**THIS IS AN IMPORTANT DOCUMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING IT.**

**By signing this Agreement I acknowledge and agree that:**

The secure website: www.respiteservices.com is a public service, funded by the Ministry of Community and Social Services, Ministry of Children and Youth Services and local host agencies, and hosted by the Geneva Centre for Autism. The Cochrane Temiskaming Respite Network is the local host of [www.respiteservices.com](http://www.respiteservices.com) for the districts of Cochrane and Temiskaming.

**The Cochrane Temiskaming Respite Network is comprised of the following agencies:**

* Access Better Living Inc. Vie Indépendente et Enrichie
* Cochrane Temiskaming Children’s Treatment Centre, Centre de traitement pour enfants Cochrane
* Temiskaming
* Cochrane Temiskaming Resource Centre, Centre de Ressources de Cochrane Temiskaming
* Cochrane Temiskaming Extend-A-Family
* Intégration Communautaire Community Living Iroquois Falls
* Intégration Communautaire Community Living Kirkland Lake
* Intégration Communautaire Hearst Community Living
* Community Living Temiskaming South, Intégration Communautaire Temiskaming Sud
* Community Living Timmins Intégration Communautaire
* North Eastern Ontario Family and Children’s Services (Autism Section) Services à la famille et à l’enfance du Nord-Est de l’Ontario (Section d’autisme)
* North East Association for Community Living [Association pour l’Intégration Communautaire du Nord Est](http://www.respiteservices.com/CochraneTemiskaming/index.aspx?ArticleID=2723&lang=fr-CA&agencyId=100118)

The Respite Contractor Registry (Worker database and Worker classifieds which is information concerning yourself which you provide and which is posted on the website www.respiteservices.com) is a public service and is voluntary and is used and at my own risk and without any liability by Cochrane Temiskaming Respite Network The Cochrane Temiskaming Respite Network has the right to refuse access to the Respite Contractor database and classifieds.

**I understand:**

* Prior to having access to the respiteservices.com Respite Contractor Registry I will provide an up-to-date Vulnerable Sector’s Screening Check (completed within the last six months) to the Cochrane Temiskaming Respite Network
* I will also provide three recent work related contact names and/or work related letters of reference to the Cochrane Temiskaming Respite Network and confirm the accuracy and completeness of those references. Cochrane Temiskaming Respite Network will use their own discretion whether or not to check my references.
* The caregiver(s) who hire me may also check my references and are encouraged to do so.
* The Cochrane Temiskaming Respite Network has the right to refuse my access to the Respite Contractor Registry.

**Should I be granted access to the Respite Contractor Registry, I understand:**

* I am not a Cochrane Temiskaming Respite Network employee, agent or representative or under its supervision or control.
* I am not authorized to represent or speak for, or on behalf of, Cochrane Temiskaming Respite Network and I am a Respite Contractor who is a self-employed independent contractor.
* I will work directly for the caregiver(s) of the individual(s) to whom I have contracted myself to provide respite support through the Respite Contractor Registry.
* Cochrane Temiskaming Respite Network is not responsible for any issues that may arise while I am engaged to provide respite services by the caregiver(s) that hire me.
* I will resolve any issues between myself and the family directly with them.
* If Cochrane Temiskaming Respite Network is notified of a concern or action by me they consider to be unprofessional or otherwise inappropriate, then my name may be removed from the Respite Contractor Registry at any time, in the sole discretion of the Cochrane Temiskaming Respite Network.

**I understand that:**

* As a Respite Contractor providing support to individuals and caregiver(s) that hire me as a result of my posting in the Respite Contractor Registry, I understand that I may receive access to confidential information about the individual(s) and the family that I provide respite service to.

**By signing this statement, I am indicating my understanding of my responsibilities to maintain that confidentiality and agree that:**

* Any identifying information about the individual and the caregiver(s) I am supporting will be kept completely confidential and will only be disclosed by me with the consent of the individual or family or as required or permitted by law.

**Furthermore, I acknowledge and agree that:**

* I am solely responsible for any private vehicle I use to transport the persons I serve; and
* I am responsible for my own health, accident and liability insurance, payment of taxes, contributions to Employment Insurance and CPP, and other benefits plans.

By signing this Agreement and Release I release and discharge Cochrane Temiskaming Respite Network (which in this Agreement and Release includes and all persons for which Cochrane Temiskaming Respite Network is legally responsible, including without limitation the employees, agents, officers, Executive Directors and Board of Directors and directors of Cochrane Temiskaming Respite Network) from all actions, causes of action, proceedings, claims, demands, losses, damages and liabilities of every nature and kind arising directly or indirectly from my dealings with the individual(s) I support as a Respite Contractor and their caregiver(s) that hire me while I am engaged by them to provide respite services. I agree to indemnify Cochrane Temiskaming Respite Network from all liabilities, loss, claims, demands, costs and expenses incurred by it/them as a result of my actions and conduct in providing the respite services referred to above. I also agree that I will make no claim against any party that may claim contribution or indemnity from the Cochrane Temiskaming Respite Network.

This Agreement and Release is binding on my heirs, executors and other legal personal representatives. If any provision of this Agreement and Release is found to be invalid or unenforceable in whole or in part that provision is to be severed from this Agreement and Release and shall not affect the validity or enforceability of the remainder of this Agreement and Release which shall continue in full force and effect.

**I HAVE READ AND UNDERSTOOD ALL OF THIS AGREEMENT AND RELEASE AND I AGREE TO ALL OF ITS TERMS.**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Respite Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_