



Family Respite Services Windsor / Essex
Service de répit familial Windsor / Essex
3295 Quality Way, Unit 101A Windsor, ON N8T 3R9
Tel (519) 972-9688 Fax (519) 972-8902
www.familyrespite.org



Family Agreement and Release

This is an important document. Please read it carefully before signing it.

TO: Family Respite Services

By signing this Agreement and Release I/We acknowledge and agree that:

Respite Providers/Direct Service Providers are not employees of Family Respite Services. They work independently from FRS. The family and the Respite Provider/Direct Service Provider develop a contract for the services to be provided. The Respite Provider Registry has provided me a list of names of available Respite Providers/Direct Service Providers and I am responsible for my selection of a Respite Provider/Direct Service Provider. I will pay the Respite Provider/Direct Service Provider I hire directly. The Respite Provider Registry is not responsible for disagreements I may have with the Respite Provider/Direct Service Provider. I will resolve my problems directly with the Respite Provider/Direct Service Provider. The Respite Provider Registry is not responsible for the actions or conduct of any Respite Provider/Direct Service Provider I contract for services with.

The Respite Provider provided an up-to-date Police Reference Check and letters of reference to the Respite Provider Registry at the time of their activation for the Respite Provider Registry and has confirmed the accuracy and completeness of those references. The Respite Provider Registry has made no representations about the references and is not responsible for checking those references. It is my responsibility to check references and to ensure there is a current Police Reference Check on the Respite Provider/Direct Service Provider.

A Respite Provider/Direct Service Provider's contact information is being provided to me as a possible respite provider, not a therapist. They have received an orientation to the Respite Provider Registry process. A Respite Provider/Direct Service Provider may be removed from the Respite Provider Registry at any time, in the sole discretion of Family Respite Services.

The Respite Provider has acknowledged in writing that:

1. She/he works independently of Family Respite Services and the Respite Provider Registry and is not an employee, agent or representative of Family Respite Services or respiteservices.com and is not authorized to represent or speak for Family Respite Services or respiteservices.com;
2. Except where the family that provides the Respite Provider direct consent, the Respite Provider will keep information about the family or his/her contract with the family confidential;
3. She/he is solely responsible for any private vehicle she/he uses to transport persons served by the Respite Provider/Direct Service Provider; and
4. She/he is solely responsible for her/his own health or accident insurance, or payment of taxes, or contribution to Employment Insurance or CPP or other benefits plan unless otherwise contracted with the family.

In consideration of my being given access to the names of Respite Providers, I release the Respite Provider Registry and respiteservices.com (which terms in this Agreement and Release includes all parties legally responsible for the Respite Provider Registry and respiteservices.com in particular, the local sponsoring agency(ies), Family Respite Services, and their employees, officers and directors) from all actions, causes of action, proceedings, claims, demands, losses, damages and liabilities of every nature and kind arising from my dealings with the Respite Provider Registry, respiteservices.com and any Respite Provider.

I agree to indemnify the Respite Provider Registry and respiteservices.com from all claims made against them as a result of my conduct. I will make no claim against any party that may claim contribution or indemnity from the Respite Provider Registry and respiteservices.com.

FM ID: _____ IN ID: _____ (For office use only)

This Agreement and Release is binding on my/our 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.

In some cases, when a family contracts with Family Respite Services to manage and administer their funding contract (e.g. Special Services at Home), families may request to have their Respite Provider/Direct Service Provider become a contract employee for FRS.

I/we have read and understood all of this agreement and release and I/we agree to all of its terms.

Dated: _____

First Parent or Guardian Signature

Witness Signature

Printed Name

Printed Name

Second Parent or Guardian Signature

Witness Signature

Printed Name

Printed Name