**Caregiver Information and Release**

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

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

The secure website: [www.respiteservices.com](http://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 en 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
* Intégration Communautaire Cochrane Community Living Association pour l’Intégration Communautaire du Nord Est North East Association for Community Living
* 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)

I/we will provide our caregiver information without any liability by the Cochrane Temiskaming Respite Network.

The Respite Contractor Registry (information posted regarding persons interested in providing respite support) is a public service and is voluntary.

A Respite Contractor may be removed from the Respite Contractor Registry located at Cochrane Temiskaming [www.respiteservices.com](http://www.respiteservices.com) at any time, in the sole discretion of the Cochrane Temiskaming Respite Network.

I understand:

* The Respite Contractor is a self-employed independent contractor that I/we have hired directly, independent of any involvement by the Cochrane Temiskaming Respite Network.
* The Respite Contractor is not a Cochrane Temiskaming Respite Network employee.
* The Respite Contractor is not a representative of, or authorized to speak on behalf of, and is not involved in any services provided to me/us by the Cochrane Temiskaming Respite Network.
* The Cochrane Temiskaming Respite Network has/have no control or direction over Respite Contractors and is/are not responsible for the actions or conduct of any Respite Contractor(s) whom I/we have selected and hired, or for any issues that I/we may have with any Respite Contractor(s) at any time. I/We will resolve any such issues directly with the Respite Contractor(s) I have hired.
* Any Respite Contractor Registry database information that I have requested is being provided to me/us as a possible Respite Contractor. I/we understand that the Cochrane Temiskaming Respite Network is not responsible to notify us if the Respite Contractor is removed from the Respite Contractor Registry.
* The contents of any Respite Contractor Registry made available to me/us are provided by, and is the responsibility of, the self employed independent Respite Contractor.
* I/We will use the information provided in the Respite Contractor Registry for my/our own purposes and at my/our own risk and without any liability by Cochrane Temiskaming Respite Network for my/our use of the Respite Contractor Registry.

I/We understand that the Respite Contractor must provide to me,

* + a Vulnerable Sector’s Screening Check dated within the last six months
  + and three recent work related contact names and/or work related letters of reference (preferably from someone in a supervisory position)

I/We understand :

* that the Cochrane Temiskaming Respite Network is not responsible for checking the three recent work related contact names and or/ work related letters of reference provided by the Respite Contractor and may or may not have done so. The three recent work related references have been seen but not read.
* Even if the Respite Contractor’s references have been checked by the Cochrane Temiskaming Respite Network, the information obtained by Cochrane Temiskaming Respite Network may not be up to date.

I/we understand:

* that I/we should ask for and are encouraged by the Cochrane Temiskaming Respite Network to check references provided to me/us by the Respite Contractor.
* I/we also understand that I/we should ask the Respite Contractor to provide me/us with a Vulnerable Sector’s Screening Check dated within the last six months.
* I/we understand that I/we am/are solely responsible for any failure on my/our part to check references provided to me/us by the Respite Contractor or obtain an up to date Vulnerable Sector’s Screening Check, dated within the last six months, for the Respite Contractor.

I /we understand:

* The Respite Contractor has signed a Worker Agreement and Release and Worker Consent Form, provided by the Cochrane Temiskaming Respite Network, in which he/she has acknowledged in writing that:
  + She/he is an independent contractor to me/us and is responsible only to me/us.
  + She/he is solely responsible for any private vehicle she/he uses to transport persons served by the Respite Contractor; and
  + She/he is solely responsible for his/her own health, accident, and liability insurance, payment of taxes, contributions to Employment Insurance and CPP, and benefits plan.
  + She/he has indicated understanding of his/her responsibility to maintain the confidentiality of the family member(s) personal information. She/he will maintain the confidentiality of the family member(s) personal information and will not disclose that information without the family member(s) consent or as required by law.
* I/we understand that I/we may receive confidential information about Respite Contractors through the use of the Cochrane Temiskaming respiteservices.com Respite Contractor Registry and Worker classifieds. By signing this Family Agreement and Release, I/we am/are indicating my/our understanding of my/our responsibilities to maintain the confidentiality of the Respite Contractor’s personal information and agree that I/we will maintain the confidentiality of the Respite Contractor’s personal information and will not disclose that information without the Respite Contractor’s consent or as required or permitted by law.
* By signing this Family Agreement and Release I/we release and discharge Cochrane Temiskaming Respite Network, which in this Agreement and Release includes all persons for which Cochrane Temiskaming Respite Network is/are legally responsible, including, without limitation,
* the employees, agents, officers, Executive Directors and Board of 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 Respite Contractor that I hire to provide respite services to me/us.
* I/we 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/our actions and conduct in respect of the Respite Contractor and the support services provided by the Respite Contractor to me/us.
* I/we further agree that I/We will make no claim against anyone that may claim contribution or indemnity from Cochrane Temiskaming Respite Network.

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.