

## DIRECT SUPPORT PROVIDER AGREEMENT & RELEASE

TO: The *Children's Community Network*

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

By signing this Agreement I acknowledge and agree that:

I am not a **Children's Community Network** employee, agent or representative or under its supervision or control. I am an independent Direct Support Provider and will work directly for the parent(s)/guardian(s) of the individual(s) I am contracted to provide respite support to through the Support Provider Database. I am not authorized to represent or speak for the **Children's Community Network** and am not authorized to present myself as an employee of the **Children's Community Network** in my interactions with families, nor on a resume, social media platform, classified ad, etc.

The **Children's Community Network** is not responsible for any issues that may arise while I am engaged as a Direct Support Provider by the parent(s)/guardian(s) that hire me and I will resolve any issues between myself and the family directly with them. If the **Children's Community Network** is notified of a concern or action by me they consider being unprofessional or otherwise inappropriate my name may be removed from the Support Provider Database at any time, in the sole discretion of the coordinator for the **Children's Community Network**.

I will provide an up-to-date Vulnerable Sector Screening (VSS) Police Reference Check and references to the **Children's Community Network** and confirm the accuracy of those references. The **Children's Community Network** will use their own discretion whether or not to check my references. The parent(s)/guardian(s) who hire me may also check my references and are encouraged to do so.

As a Direct Support Provider giving support to individuals and families that hire me as a result of my involvement with the Support Provider Database, 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 family 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.

## DIRECT SUPPORT PROVIDER AGREEMENT & RELEASE

By signing this Agreement and Release I release and discharge the **Children's Community Network**, which in this Agreement and Release includes any and all persons for which the **Children's Community Network** is legally responsible, including without limitation their directors, officers, employees, volunteers, agents, or assigns from all actions, causes of action, proceedings, claims, demands, losses, harm, injuries, damages, costs, interest, awards, and liabilities of every nature and kind arising directly or indirectly from my dealings with the individual(s) I support as a Direct Support Provider and their parent(s)/guardian(s) that hire me while I am engaged by them to provide respite services. I agree to indemnify the **Children's Community Network** from all liabilities, harm, loss, claims, demands, damages, awards, fines, penalties, interest, costs and expenses incurred by 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 **Children's Community 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.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF DIRECT SUPPORT PROVIDER

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
PRINTED NAME OF WITNESS