

**RESPIRE SERVICES AGREEMENT (V.1.2)**

|                               |  |
|-------------------------------|--|
| Name of the person supported: |  |
| Date of Birth:                |  |
| Main Contact / Family Name:   |  |
| Relationship to the Person:   |  |
| Start Date (Today's Date):    |  |

**BACKGROUND:**

- I. The parties to the Respite Support Agreement (the **"Agreement"**) are Community Living Windsor (the **"Agency"**) and the Main Contact (collectively, the **"Parties"**).
- II. The Agency is a not-for-profit corporation funded by the Ministry of Children Community and Social Services (the **"Ministry"**) to support people with developmental disabilities and their families.
- III. The Agency provides Respite Services in an apartment attached to a 24hr supported group living residence in Windsor, Ontario (the **"Respite Unit"**), a building owned and operated by the Agency, staffed by Agency staff (the **"Respite Services"**).
- IV. The **Main Contact** is a person who supports the Person Supported and who is seeking Respite Services from the Agency.
- V. The **Person Supported** is a person living with a developmental disability who is 18 years of age or order.

**AGREEMENT:** The Main Contact and the Agency agree that use of the Respite Unit will be in accordance with the following terms and conditions:

**1. DUTIES OF THE AGENCY**

- 1.01 Governing Law: The Agency will meet its requirements as set out in the *Services and Supports to Promote the Social Inclusion of Persons with Developmental Disabilities Act, 2008*, if applicable, as amended from time to time, and the regulations thereof.
- 1.02 Term of Respite Services: The Agency will provide Respite Services at the Unit during mutually agreed-upon dates, which shall be short term in nature and non-extendable (the **"Term"**).
- 1.03 Respite Planning: The Agency will provide Respite Services in accordance with the information provided on the completed Intake Form (the family completed the form via Formstack), subject to any clarification and revisions (**Appendix C**), and in accordance with approved Respite Support Strategies (**Appendix D**).
- 1.04 Voluntary Exit: In the event the Person Supported chooses to leave the Respite Unit, the Agency will contact the Main Contact and/or the provided alternative contact (if

applicable) to pick up the Person Supported. In the event that the Agency believes there is an immediate risk to the Person Supported, the Agency will contact police or EMS.

**2. DUTIES OF THE MAIN CONTACT:**

- 2.01 Change in Main Contact: The Main Contact will inform the Agency of a change in Main Contact.
- 2.02 Alternative Contact: The Main Contact will provide the Agency with an alternative contact in case the Agency needs to reach the Main Contact and the Main Contact is unavailable.
- 2.03 Code of Conduct: The Main Contact agrees to abide by the Code of Conduct attached in **Appendix C** of this Agreement.
- 2.04 Health and Safety Risk: The Main Contact will pick up the Person Supported, or make arrangements to have the Person Supported picked up, in the event the Agency notifies the Main Contact that this is required for any reason.
- 2.05 Damage or Loss: The Main Contact is responsible for any and all damage caused to the Respite Unit during Respite Services.

**3. PAYMENT AND FUNDING OF SERVICES:**

- 3.01 If the Main Contact requires Respite Services, the Main Contact will be responsible for paying fees for Respite Services in accordance with The Agency’s fee schedule, as changed from time-to-time. Such fees shall be published and known in advance of any Respite booking. (the “Fees”).
  - 3.01.1 The Main Contact will pay the Fees in full on or before the Start Date and prior to intake of the Person Supported.
  - 3.01.2 If this Agreement is terminated prior to the End Date in accordance with paragraph 7, the Agency will refund to the Main Contact any unused portions of the Fees. Any partial days in Respite Services will be counted as a full day for the purpose of Fees.

**4. CONFIDENTIALITY:**

- 4.01 The Agency will keep confidential all personal information, provided that the Main Contact acknowledges that the confidentiality requirements are subject to legal limitations, audit requirements, the duty to warn regarding persons at imminent risk of physical harm to themselves and others, serious occurrence reporting requirements, and the Ministry’s right to audit files.

**5. APPENDICES:**

- 5.01 Appendices to this document, as changed from time-to-time, shall form part of this agreement.

**6. NOTICE OF RISK, AND INDEMNIFICATION OF THE AGENCY**

6.01 Community Living Windsor is fully committed to providing the highest quality support and supervision through the Respite Apartment. During the intake meeting specific risk factors were discussed and support strategies have been agreed upon to mitigate those risk factors. However, despite all efforts to mitigate risk, accidents and emergencies are possible, which could result in injury, loss of property, and/or loss of life. By signing this document, the person supported and family hereby accept these risks and agree to provide immediate updates to the Agency in cases where factors causing new risks, or influencing existing risks, emerge.

6.02 The Main Contact, person supported, Family/Guardian (hereinafter collectively referred to as the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless Community Living Windsor, its directors, officers, employees, volunteers, agents, and representatives (collectively, the “Indemnified Parties”) from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- The participation of the person supported in the respite apartment service;
- Any injury, loss, or damage to property, including property of the persons supported or third-party property, occurring during or in relation to the program; or
- Any negligence, acts, or omissions on the part of the Indemnifying Party or the Participant.

The Indemnifying Party further acknowledges that the respite program is voluntary and agrees to release the Indemnified Parties from any and all claims, whether known or unknown, arising directly or indirectly from the Participant’s involvement in the program, except where prohibited by applicable law.

**7. TERM, RENEWAL, AMENDMENT AND TERMINATION**

7.01 The Agreement will begin on the Start Date.

7.02 This Agreement will end:

- (a) upon twenty-four (24) hours’ written notice by the Agency to the Main Contact.
- (b) Immediately upon written notice by the Person Supported or the Main Contact to the Agency.

**This Agreement signed in counterparts on the dates indicated below:**

|                   |                        |      |
|-------------------|------------------------|------|
|                   |                        |      |
| Main Contact Name | Main Contact Signature | Date |

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Agency Rep. Name

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Agency Rep Signature Date

## APPENDIX A CONSENTS

### A. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION AND PERSONAL HEALTH INFORMATION FOR PEOPLE IN SERVICE

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(Full name of Person Supported) (yyyy/mm/dd)

Your privacy is important to us. Community Living Windsor (the “Agency”) collects, retains, uses and discloses personal information and personal health information for the purpose support provision to the person and/or family.

Information collected is retained in the Agency’s electronic database and may be stored in print as well. This information is kept confidentially.

Access to this information is restricted to the Agency and, as required, to the Ministry of Children, Community, and Social Services, and individuals who maintain the computerized information systems.

A request for disclosure from an external third party must be made in writing. Disclosure of personal information and personal health information about a person in service to an external third party will require the written consent from the Person Supported or their Designate. Personal information and Personal Health Information may also be disclosed if legally permitted or required by law.

If you have any questions concerning your personal information, please contact the Agency.

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#### **Community Living Windsor is authorized to:**

**Collect and use** personal information and personal health information pertaining to the above named person supported in a secure manner consistent with the purposes outlined above.

**Disclose** personal information pertaining to the above named person supported in a secure manner consistent with the purposes outlined above.

I **UNDERSTAND** that I may withdraw my consent in writing, in full or in part, at any time and that I may place conditions on access to my personal health information by contacting the Agency in writing. I further **UNDERSTAND** that withdrawal or conditions placed on access could impact the services and supports provided to me by the Agency.

I **ACKNOWLEDGE** that I have read and understood the information on this form and have received any explanations I needed to understand it.

**This form is signed by the Person Supported**

\_\_\_\_\_  
*Signature of Person Supported*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

The Person Supported signing this form has a reasonable understanding of the positive or negative consequences of giving, withholding or withdrawing consent.

**This form is signed by a trusted friend or family member, or legally authorized substitute decision maker on behalf of the Person Supported**

\_\_\_\_\_  
\_\_\_\_\_  
*Name of person signing (print)*

\_\_\_\_\_  
*Relationship to Person Supported*

\_\_\_\_\_  
*Signature*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**B. CONSENT FOR COLLECTION, USE AND DISCLOSURE OF PERSONAL HEALTH INFORMATION –  
MEDICAL APPOINTMENTS AND MEDICAL EMERGENCIES**

In the event that I, \_\_\_\_\_ receive health care services  
and/or

(Name of Person Supported)

services and/or medical treatment, including but not limited to attending appointments with a  
health care professional and being admitted to a hospital, clinic or other medical facility,

I, \_\_\_\_\_ **CONSENT** to the collection, use and  
(Name of Person Supported/Substitute Decision-Maker)

disclosure of my personal health information between the health care professionals providing  
my care and Community Living Windsor (the “Agency”) that is required for the purposes of  
transparency, and the coordination and provision of supports the Agency provides to me, and/or  
transition planning when I return to the Agency’s care.

I **UNDERSTAND** that it is important for the Agency to receive information about my health  
including but not limited to diagnoses, medications, treatment plans, recommendations, and  
support so that the Home can be prepared and equipped to provide supports to me when I return  
to the Home’s care.

I **CONSENT** to the collection, use and disclosure of my personal health information between the  
Agency and my health care providers including:

- a. Family Physician:
- b. Dentist:
- c. Optometrist:
- d. Emergency Personnel:
- e. Other:

I **UNDERSTAND** that I may withdraw my consent in writing, in full or in part, at any time and that  
I may place conditions on access to my personal health information by contacting the Agency in  
writing. I further **UNDERSTAND** that withdrawal or conditions placed on access could impact the  
services and supports provided to me by the Agency.

I **ACKNOWLEDGE** that I have read and understood the information on this form and have  
received any explanations I needed to understand it.

\_\_\_\_\_  
Signature of Person Supported

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name(s) of Substitute Decision-Maker

**CONTENTS OF APPENDICIES B, C, D, E**  
**LEAVE THIS PAGE IN PLACE AND ATTACH APPENDICIES AS REQUIRED**

- 1. Appendix B:** Fee Schedule, as changed from time-to-time  
[Click here to open](https://public.powerdms.com/CLW/documents/2176727) (https://public.powerdms.com/CLW/documents/2176727)
- 2. Appendix C:** Attach the submitted “Intake Form,” along with any updates or corrections.
- 3. Appendix D:** Attach the signed Respite Support Strategy.
- 4. Appendix E:** Procedures, terms and conditions, as changed from time-to-time.  
[Click here to open](https://public.powerdms.com/CLW/documents/2174775) (https://public.powerdms.com/CLW/documents/2174775)
- 5. Appendix F:** Attach the 1-Page Profile