

REFERRAL AGREEMENT

THIS REFERRAL AGREEMENT (hereinafter referred to as "Agreement") is made as of the ____ day of _____, _____, between _____, who resides at _____, (and is hereinafter referred to as the independent respite care provider) and Central Region Respite Society, a not-for-profit corporation, incorporated pursuant to the laws of the Province of Nova Scotia, (hereinafter referred to as CRRS).

WHEREAS:

CRRS operates an information and referral service of special needs respite care providers for persons with an intellectual disability, and for their families;

AND WHEREAS:

The independent respite care provider is a self-employed person who acts as a resource for families needing respite care providers to carry out services of parental relief and/or community living skill development and/or developmental programs at home or in the community; and the independent respite care provider is desirous of having his or her name and application information added to the Respite Worker Registry maintained by CRRS; And the independent respite care provider agrees to the release of their personnel file, containing all documents gathered by CRRS to any family served by the Respite Worker Registry;

NOW THEREFORE, in consideration of the foregoing recitals and the terms, conditions and covenants contained herein, it is hereby agreed as follows;

1. ACKNOWLEDGMENT BY INDEPENDENT RESPITE CARE PROVIDER

The independent respite care provider hereby acknowledges that he or she is not an employee, nor an agent, nor a representative of CRRS, in any way whatsoever and as such acknowledges that he or she is not authorized to make any representations for, or on the behalf of, CRRS.

The independent respite care provider hereby acknowledges that CRRS is not responsible in any way whatsoever, to the independent respite care provider, for the accuracy or consequences, of information delivered, to or about the worker, nor about the needs, or other facts or circumstances, of any family served by the independent respite care provider.

The independent respite care provider hereby acknowledges that he or she is solely responsible for the use of any private motor vehicle to transport clients served by the independent respite contractor.

It is expressly agreed that the independent respite care provider is acting as such in performing his or her services. CRRS shall carry no Workers' Compensation Insurance or any health or accident insurance to cover the independent respite care provider or any of his or her employees, agents, or replacements. CRRS shall not pay any contribution to Canada Pension Plan, Employment Insurance, Federal or Provincial withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. The independent respite care provider agrees to report and pay any contributions for taxes, employment insurance, and other benefits for himself or herself and his or her own employees.

