

**ErinoakKids Centre for Treatment and Development
Respite Services Terms of Engagement**

Parent/Authorized Caregiver (name) _____ has voluntarily purchased respite services for (Child/Youth name) _____ born on _____ (DD/MM/YYYY) and, having had the opportunity to review them, agrees to the terms below.

Participation in the Program

Respite is a critical support for those caring for loved ones with complex health needs, and ErinoakKids is committed to providing flexible and responsive services to meet the individual needs of your family. These Terms of Engagement establish and clarify the expectations and agreed responsibilities and obligations for both ErinoakKids and your family, as we work together to support you and your loved one with our respite service. The agreed Terms of Engagement are as follows:

1. Respite service is offered for children and youth with complex medical and complex behavioural needs up to the age of 25. (For these purposes the respite participant must be 25 years old or younger on the date the referral form is submitted.) Eligibility is determined through a clinical intake process, which may include an in-person assessment.
2. ErinoakKids reserves the right to determine if a particular person is suitable for participation in the respite program. As part of the assessment process, parents or caregivers are responsible for fully disclosing to ErinoakKids all their child or youth's medical conditions, any care needs, and any other information relevant to services or needs associated with receiving respite service.
3. Weekly overnight service is available at the ErinoakKids Regional Respite Centre in Brampton, Day respite is offered at the three ErinoakKids sites in Mississauga, Brampton and Oakville. The respite program does not involve and ErinoakKids does not offer or provide medical services to clients and families. Respite staff are trained to supervise and support children and youth with complex medical and behavioural needs. Parents or caregivers who are seeking or may need medical services for children and youth in their care are responsible for obtaining service from medical professionals.
4. Spaces in the respite program are limited and will open for registration on a first-come, first served basis. Each client is eligible for and can be registered for only one weekly respite stay or day respite package per quarter. ErinoakKids reserves the right to add stays or packages at our discretion, based on availability.

5. Bookings in the respite program are only confirmed once ErinoakKids has received full payment and a signed copy of these Terms of Engagement.
6. Fees for weekly overnight and day respite may be amended from time to time and are listed on erinoakkids.ca. The cost to families represents only a small portion of the total cost of providing care. Fees for respite stays are fully inclusive of the services provided as part of the respite program.
7. Services must be paid for in full and a signed Terms of Engagement must be received at least 15 business days in advance of the initial appointment date.
8. Requests to postpone or reschedule confirmed respite stays must be received at least 15 business days in advance and will be accommodated based on availability. Spaces are limited, and this 15-business day timing to make changes allows ErinoakKids to fill the space with another child or youth waiting. If a family advises at least 15 days in advance that they wish to postpone or reschedule, and there are no spaces available, families will receive a refund. For the avoidance of doubt, no refunds will be provided in cases where less than 15 business days of notice is provided.
9. Missed stays due to illness, public health restrictions or site closures due to inclement weather will not be rescheduled or refunded. Exceptions may be made on a case-by-case basis, at the discretion of the ErinoakKids Respite management. In most situations, appointments will be charged in full in the case of all no-shows and cancellations without 15 business days notice.
10. ErinoakKids reserves the right, as determined by ErinoakKids in its sole discretion at any time, to suspend or terminate a child or youth's participation in respite services. A key consideration will be whether or not continued participation includes any threat or perceived threat to the safety of staff, visitors, volunteers, others present in respite, or to your loved one.
11. Receipts (including Service Receipts) will be issued for payment in the name of the person paying for the service.

Personal Information and Personal Health Information

12. ErinoakKids must collect and use personal information and personal health information, including your child or youth's profile and Plan of Care, and other personal information and personal health information required for the purposes of carrying out respite and other services. ErinoakKids will treat this personal information as confidential and store it in a secure database that can only be accessed by authorized staff. By signing these Terms of Engagement, you consent to this collection, storage, use and disclosure of relevant personal information and personal health information.

13. ErinoakKids will not disclose any personal information or personal health information about the parent/caregiver or child or youth to any third party without their written permission, except where ErinoakKids is required to make a disclosure by legislation or the courts. Examples of required disclosure include to report suspected child abuse or neglect; where there is an imminent risk of harm to your child or others; or through subpoena, search warrant or other legal order or requirement.
14. As a requirement of licensing, ErinoakKids must share each participating child or youth's name, address and dates of stay with the Ministry of Children, Community and Social Services (MCCSS). ErinoakKids will also comply with any other applicable regulations or government requirements.
15. If a participating family needs clarification or information, ErinoakKids will answer any questions about how personal information or personal health information is used.

General Provisions

16. ErinoakKids supports continuity of care and will do our best to ensure consistent caregivers during the length of a respite stay. Parents/caregivers understand this cannot be guaranteed.
17. This agreement and the agreed Terms of Engagement will be in place for the time that a family accesses respite services at ErinoakKids.
18. You may withdraw your loved one from respite services at ErinoakKids at any time, and at your discretion. These Terms of Engagement will terminate upon written notice being received by ErinoakKids. Any such termination does not impact the agreed arrangements regarding fees – as noted above, all purchases **are final and will not be refunded** without 15 business days notice.
19. In addition to the provisions of paragraph 9 above, ErinoakKids may terminate these Terms of Engagement and this agreement and delivery of respite services to your child or youth if ErinoakKids determines, in its sole discretion acting reasonably, that:
 - a. Your child is presenting with a medical condition(s) that interferes with the child's ability to participate; or
 - b. You, as parent/caregiver have failed to comply with the terms and conditions of these Terms of Engagement and this agreement (this includes but is not limited to defaulted payments for Services, provision of false or misleading information, failure to seek required approvals or provide required documentation) or engaged in any other act or omission which is grounds for immediate termination of these Terms of Engagement and this agreement.

Refunds for services discontinued by ErinoakKids for the reasons above will be considered on a case-by-case basis and are **not** guaranteed.

If it is determined during a respite stay that your loved one requires more support than was agreed to at the initial assessment, there may be changes to the scheduled stay. This could include reduced days/hours.

20. You understand and acknowledge that in no event shall ErinoakKids be liable for damages of any kind, including, without limitation, any indirect, special, incidental or consequential damages, or any other damages whatsoever and howsoever caused, arising out of or in connection with these Terms of Engagement, this agreement and the resulting provision of respite services, regardless of the cause and whether the action is in contract, tort (including negligence), civil liability or otherwise, relates to obligations under this agreement, or its actual or alleged material breach of any representation, warranty, covenant or term of this agreement.

By signing these Terms of Engagement, you also specifically agree that ErinoakKids will not be liable for damages arising from or relating to any loss, damages or injury attributable to or caused by any pre-existing medical condition of children and youth who participate in the respite services program.

21. These Terms of Engagement and this agreement may only be amended by way of a written agreement signed by both parties. By signing below, you as Parent/Caregiver confirm having read, understood and agreed with these terms, that you as Parent/Caregiver have had a reasonable opportunity to consult with independent legal counsel, and that you as the Parent/Caregiver are not relying on any promises or guarantees other than those set out in these Terms of Engagement. These Terms of Engagement will become a binding agreement if you, the Parent/Caregiver provides a signed electronic copy to ErinoakKids via DocuSign.
22. Once duly executed by all parties, these Terms of Engagement and this agreement becomes the entire agreement between the parties and supersedes and replaces any previous respite services terms or agreement, or similar document or agreement, whether written or oral, previously agreed to between ErinoakKids and you as Parent/Caregiver with respect to respite services to be provided to the relevant child or youth.

Parent/Caregiver Name

Signature

Date

ErinoakKids Staff Name

Signature

Date

Executed Date _____