

## Provincial Paediatric Therapy Consultant

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Date:

Letter of Agreement between the Agency receiving eMentor support (herein called the "Agency")  
AND the Mentor Coordinator (herein called the MC).

Dear Agency:

### **RE: One year eMentor support**

#### **1. Term**

The MC will provide the Services in accordance with the provisions of this Agreement commencing no later than \_\_\_\_\_, 200\_\_ with a completion date of no later than \_\_\_\_\_, 200\_\_.

#### **2. Services**

- The MC must provide the services described in Schedule A, in accordance with this Agreement.
- The services must be delivered during the term described, regardless of the date of execution or delivery of this Agreement.
- The services must be provided to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, similar services.

#### **3. Compensation and Expenses**

The Agency will pay to the MC, in full payment and reimbursement for providing the services agreed to in Schedule A, on the basis of the fees and expenses set out in Schedule B, and the MC will accept the same as full payment and reimbursement.

#### **4. Working Facilities**

The MC is responsible for establishing and maintaining an office space suitable for the completion of the services.

## **5. Reports**

- In connection with the provision of services, the MC will, upon request of the agency, fully inform the agency of the progress and direction of the work of the MC.
- The MC will itemize all fees and disbursements and provide a statement of account at the conclusion of the one year project to the agency.

## **6. Independent Contractor**

The MC shall exercise control over the means and manner in which any work requested hereunder is performed, and in all respects the relationship to the agency shall be that of an independent contractor serving as a consultant and not as an employee.

## **7. Termination**

This Agreement shall terminate and no further monies shall be payable to the MC upon 14 days written notice by either party, in which case the agency will be under no further obligation to the MC except to pay the MC such fees as the MC may be entitled to receive, pursuant to Schedule B attached, for services rendered and expenses incurred to the date said notice is given by either party.

## **8. Non-assignable**

This Agreement is personal in nature and is not assignable by the MC or the agency.

## **11. General Covenants**

- a) Services will be managed by the MC who will forward invoices to the agency as outlined in Schedule A.
- b) This Agreement shall be governed by and is to be construed in accordance with the laws of British Columbia.
- c) A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or breach.
- d) This Agreement shall constitute the entire Agreement between the parties and shall not be amended except by means of a written amendment signed by the MC and agency.
- e) The MC agrees to indemnify and hold the agency, the Office of the Provincial Paediatric Therapy Consultant, its officers, directors, agents, representatives and employees (collectively the "Indemnified Parties") harmless from and against any and all losses, claims, damages, actions, causes of action, costs and expenses (including without limiting the generality of the liabilities incurred by the Indemnified Parties on account of any act or neglect of the MC) in connection with the services provided by the MC.
- h) The MC will not, during the Term, perform a service for or provide advice to any person, firm, or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the agency, and Provincial Consultant, give rise to a conflict of interest

situation between the obligations of the MC to the agency under this Agreement and the obligations of the MC to such other person, firm, or corporation.

I trust that the terms of this appointment meet with your approval. If so, please indicate this by signing a copy of this letter and returning it to the Mentor Coordinator (***enter Sue's address here***)

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

\_\_\_\_\_  
Mentor Coordinator

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

## SCHEDULE "A"

### Contracted Services:

The agency will contract with the MC for the completion of the below specified duties for a period not to exceed \_\_\_\_\_, 200\_\_ - \_\_\_\_\_, 200\_\_.

The MC will be responsible to complete the following assigned duties and responsibilities:

- **Training, matching, and evaluation of the eMentor**
  - The MC will facilitate and monitor the training of the eMentor, match an appropriate eMentor to the therapist at the agency, and evaluate the performance of the eMentor throughout the duration of the program.
- **Supervision and support of the eMentor program performed at the agency:**
  - Participation in support meetings via videoconferencing a minimum of weekly for the first month of the program, and a minimum of monthly for the duration of the project.
  - Trouble shooting and conflict resolution to ensure the eMentor-therapist relationship is performing effectively throughout the duration of the program.

## **SCHEDULE "B"**

1. Terms of payment
  - The MC will perform the services described in the contract for the contract period. The reimbursement for these services is \$55.00 per hour.
  - The full contract total for the specified period is not to exceed \$1,888.
  
2. Invoicing as follows:
  - The MC will invoice the agency \$1000 at the initiation of the project, and the final \$888 at the conclusion of the project. The agency will be responsible for processing invoices within 30 days of receipt.