

Provincial Paediatric Therapy Consultant

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Date:

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

Dear Agency:

RE: One year eMentor support

1. Term

The eMentor 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 eMentor 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.
- The Mentor Coordinator may give reasonable instructions (in writing or otherwise) as to the performance of the services. The eMentor must comply with those instructions, but may determine the manner in which the instructions are carried out.
- The eMentor shall keep the Mentor Coordinator informed on the progress of any work being performed under this Agreement.
- The eMentor must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us (The Provincial Steering Committee for the Paediatric Therapy Consultant and the Mentor Coordinator).

3. Compensation and Expenses

The Agency will pay to the eMentor, 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 contractor will accept the same as full payment and reimbursement.

4. Working Facilities

The eMentor 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 eMentor will, upon request of the Mentor Coordinator, fully inform the Mentor Coordinator of the progress and direction of the work of the eMentor.
- The eMentor will itemize all fees and disbursements and provide a statement of account at the conclusion of the one year project to the Mentor Coordinator.

6. Independent Contractor

The eMentor 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 eMentor upon 14 days written notice by either party, in which case the agency will be under no further obligation to the eMentor except to pay the eMentor such fees as the eMentor 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 eMentor or the agency.

11. General Covenants

- a) Services will be managed by the eMentor 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 eMentor and agency.

e) The eMentor agrees to indemnify and hold the agency, the Office of the Provincial Paediatric Therapy Consultant, the Mentor Coordinator, 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 eMentor) in connection with the services provided by the eMentor.

h) The eMentor 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 Mentor Coordinator, agency, and Provincial Consultant, give rise to a conflict of interest situation between the obligations of the eMentor to the agency under this Agreement and the obligations of the eMentor 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 (**add Sue's address and email here**).

DATED:

eMentor

Agency Representative

WITNESS

WITNESS

SCHEDULE "A"

Contracted Services:

The agency will contract with the eMentor for the completion of the below specified duties for a period not to exceed _____, 200__ - _____, 200__.

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

- **Mentorship support to a specific therapist at the agency:**
 - weekly support meetings via videoconferencing for 45-60 minutes
 - once a month, in lieu of the weekly meeting, a 90 minute case study session via videoconferencing

SCHEDULE "B"

1. Terms of payment
 - The eMentor will perform the services described in the contract for the contract period. The reimbursement for these services is \$50.00 per hour.
 - The full contract total for the specified period is not to exceed \$3,600.

2. Invoicing as follows:
 - If the eMentor is performing their eMentoring duties at their place of employment (e.g.- a Child Development Centre), then the agency receiving the support will reimburse the eMentor's place of employment. If the eMentor is performing their eMentoring duties on their 'own time,' then the agency receiving support will reimburse the eMentor directly. It is the responsibility of the eMentor to ensure this is clearly reflected in the invoice details.
 - The eMentor will invoice the agency the amount of \$300 on a monthly basis. The agency receiving support will be responsible for processing this invoice within 30 days of receipt.