



RCAW
Respite Care Association
of Wisconsin

Terms and Conditions of Use of Respite Care Association of Wisconsin, Inc.'s Registry and Respite Connections

Acceptance of the Terms and Conditions of Use.

Please read these terms and conditions of use carefully before using the Registry and/or Respite Connections. By using the Registry and/or Respite Connections, you agree to these Terms and Conditions of Use. IF YOU DO NOT AGREE WITH ALL OF THE LEGAL TERMS IN THESE TERMS AND CONDITIONS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM ACCESSING OR USING THE RCAW REGISTRY AND/OR RESPITE CONNECTIONS ("Registry" and "Respite Connections") AND YOU MUST DISCONTINUE USE IMMEDIATELY.

The Registry and/or Respite Connections is offered and available to users who are 13 years of age or older and reside in the United States or any of its territories or possessions. By using the Registry and/or Respite Connections, you represent and warrant that you are of legal age to form a binding contract with the Respite Care Association of Wisconsin ("RCAW," "We," "Our") and meet all the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the website.

Additionally, you agree by using and accessing the Registry and/or Respite Connections that [RCAW's Website's Terms and Conditions of Use](#) are also applicable to you. Please review before continuing.

We recommend that you save or print a copy of these Terms and Conditions of Use for your records, as they are binding on you.

Changes to the Terms and Conditions of Use.

RCAW may revise and update these Terms and Conditions of Use from time to time in our sole discretion and without notice to you. You waive any right to receive specific notice of revisions, updates, or changes. All revisions, updates, or changes are effective immediately when posted and applied to all use of the Registry and/or Respite Connections thereafter.

Your continued use of the Registry and/or Respite Connections following the posting of revised Terms and Conditions of Use means that you accept and agree to the changes. It is your responsibility to check this page from time to time, so you are aware of any changes, as they are binding on you.

Registry and Respite Connections Disclaimer.

The Registry and/or Respite Connections is provided as a community service for informational purposes only and is not all-inclusive. Joining our Registry as a provider does not create an employer/employee relationship, contractor/subcontractor, or any other contract or affiliation of any kind between a provider and RCAW. Respite providers self-report all information they disclose. RCAW's listing of a provider in the database does not represent an endorsement, and providers not listed in the database does not constitute a lack of support. By joining the Registry, searching for a provider on the Registry, creating a post on Respite Connections, or responding to post on Respite Connections, you agree to hold RCAW harmless, and indemnify RCAW, from any and all claims, causes of action, charges, fines, taxes, costs, or damages that arise from your use of the Registry and/or Respite Connections and from your communications with any person or your contracting to provide any services to any person.

RCAW reserves the right to refuse a provider's request to be listed on the Registry or to remove a provider's existing listing on the Registry for any reason not prohibited by prevailing law with or without cause. RCAW also reserves the right to refuse a post on Respite Connections or to remove an existing post on Respite Connections for any reason not prohibited by prevailing law with or without cause. RCAW assumes no responsibility for any claims, causes of action, charges, fines, taxes, costs, or damages arising from the use of the Registry and/or Respite Connections.

RCAW does not check the background, references, or any other aspect of the agencies and individuals listed on the Registry and/or Respite Connections. If you are using the Registry and/or Respite Connections to search for a provider, you must take responsibility for reviewing the experience, background checks, and qualifications of any respite provider or agency that you may hire as the providers are self-reporting all information.

Effective October 1, 2024, the fee for Caregiver background checks conducted through the Wisconsin Department of Justice's WORCS system will increase to \$15. For information regarding Caregiver background checks please visit <https://www.dhs.wisconsin.gov/misconduct/employee.htm> or email dhsofficeofcaregiverquality@dhs.wisconsin.gov.

Here is a [link to a form](https://www.dhs.wisconsin.gov/misconduct/backgroundchecks.htm) for completing the information of the person you will be doing the background check on. More information can be found here: <https://www.dhs.wisconsin.gov/misconduct/backgroundchecks.htm>.

Types of Respite for the Registry and Respite Connections.

"In-home" respite is when the respite care provider provides services in the care recipients' or caregivers' homes. "Facility-based" in an agency-owned or operated location designated for respite care. A respite care facility-based location typically is but is not limited to day centers, group homes, sole proprietor homes, assisted living, and nursing homes.

Prohibited Respite Providers.

Respite Providers are not allowed to use or be listed on the Registry or use Respite Connections if they are subject to any of the listed disqualifications:

1. Been convicted of a felony in any jurisdiction, and/or have pending felony charges in any jurisdiction.
2. Are a registered sex offender and have not been charged with any sex-related crime.
3. Been adjudicated as incompetent or with a mental defect by a court of jurisdiction.
4. Not the subject of any abuse or domestic violence injunction or restraining order.
5. Not listed on the Wisconsin DHS Caregiver Misconduct Registry per Wis. Stat. Sec. 146.40, Wis. Admin. Ch. DHS 13, or any other similar registry in a different jurisdiction.
6. Not had any license, certificate, permit or registration required under Wis. Stat. Ch. 440 to 480 or by the laws of another state suspended or revoked and are not currently being investigated for any of the above.
7. If an individual provider is using their own home or residence to provide respite care. See Types of Respite for the Registry and Respite Connections section above for more information.
8. If an agency, not in good standing with the U.S. Department of Health and Human Services, Wisconsin Department of Financial Institutions, Wisconsin Department of Human Services, Wisconsin Division of Quality Assurance, Medicaid, or any other regulatory bodies.

Respite providers acknowledge that any personal information they provide to RCAF via respitecarewi.org or by any other means of submission is subject to disclosure to law enforcement or other government agencies or another party as RCAF is required to by law.

User Submissions.

You agree that you will not upload or transmit any communications or content of any type to the Registry and/or Respite Connections that infringes or violates any rights of any party. By submitting communications or content to the Registry and/or Respite Connections, you agree that such submission is non-confidential for all purposes.

If you post content within the Registry and/or Respite Connections, you are solely responsible for your own content, the consequences of posting said content and your reliance on any content found in the Registry and/or Respite Connections. RCAF is not responsible for the consequences of any content within a User Submissions.

In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. If you think you may have a medical emergency, call your doctor or 9-1-1 immediately. If you suspect a child or elder abuse, call the Department of Child and Families at 608-422-7000.

Monitoring and Enforcement; Termination.

We have the right to:

1. Remove or refuse to post any Registry profile, Respite Connection submission, or any other User Submission with or without cause at our sole discretion.
2. Take any action with respect to any Registry profile, Respite Connection Submission, or any other User Submission that we deem necessary or appropriate in our sole discretion, including if we believe that such Registry profile, Respite Connection Submission, or any other User Submission violates these Terms of Conditions and Use, RCAW's Website Terms and Conditions of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Registry and/or Respite Connections or the public, or could create liability for RCAW.
3. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
4. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Registry and/or Respite Connections.
5. Terminate or suspend your access to all or part of the Registry and/or Respite Connections with or without cause, including without limitation, any violation of these Terms of Conditions and Use or RCAW's Website Terms and Conditions of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Registry and/or Respite Connections. YOU WAIVE AND HOLD HARMLESS RCAW AND ITS AFFILIATES AND SERVICE PROVIDERS, AND EACH OF THEIR AND OUR RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNEES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY RCAW AND THE FOREGOING PARTIES, DURING OR TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER RCAW, THE FOREGOING PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake a review of all material before it is posted on the Registry and/or Respite Connections and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

In consideration of being allowed to use the Registry and/or Respite Connections, you agree that the following actions shall constitute a material breach of these Terms and Conditions of Use:

1. Using Registry and/or Respite Connections information for any purpose in violation of local, state, national, or international laws;

2. Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
3. Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by RCAW in its sole discretion;
4. Impersonating another person;
5. Distributing viruses or other harmful computer code;
6. Harvesting or otherwise collecting information about others, including but not limited to email addresses, phone numbers, or other personal identifiable information, without their consent; or
7. Engaging in any other conduct that restricts or inhibits any other person from using the Registry and/or Respite Connections, or which, in the judgment of the RCAW, exposes the RCAW or any of its users to any liability or detriment of any type.

Limitation of Liability.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL RCAW, ITS AFFILIATES, PARTNERS, AND COLLABORATORS, AND SERVICE PROVIDERS, AND EACH OF THEIR AND OUR RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNEES, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, WHETHER KNOWN OR UNKNOWN, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE REGISTRY AND/OR RESPITE CONNECTIONS, ANY WEBSITES LINKED TO IT, ANY CONTENT, TRAINING, ITEMS, INFORMATION, AND ANY SERVICES PROVIDED FROM THE REGISTRY AND/OR RESPITE CONNECTIONS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The Limitation of Liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification.

You agree to defend, indemnify, and hold harmless RCAW, its affiliates, partners, collaborators, and service providers, and its and their respective officers, directors, employees, contractors, agents, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

1. Your breach or violation of these Terms and Conditions of Use.

2. Your use of the Registry and/or Respite Connections, including but not limited to, any use of the Registry and/or Respite Connections other than as expressly authorized in these Terms and Conditions of Use, or your otherwise improper or unlawful use of any information from the Registry and/or Respite Connections;
3. Your violation of the rights of a third party; or
4. Any overt harmful act toward any other user of the Registry and/or Respite Connections or toward anyone with whom you connected via the Registry and/or Respite Connections.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Governing Law and Jurisdiction.

All matters relating to the Registry and/or Respite Connections and these Terms and Conditions of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). Access or use of the Registry and/or Respite Connections is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions of Use including without limitation, this paragraph.

Any legal suit, action or proceeding arising out of, or related to, these Terms and Conditions of Use or the Registry and/or Respite Connections shall be instituted exclusively in the courts of Winnebago County in the State of Wisconsin, or the United States District Court for the Eastern District of Wisconsin, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms and Conditions of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration.

At RCAW's sole discretion, it may require you to submit any controversies, disputes, or claims arising out of or relating to these Terms and Conditions of Use or use of the Registry and/or Respite Connections in anyway, or breach thereof, including but not limited to disputes arising from or concerning their interpretation, violation, invalidity, nonperformance, or termination, to a final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Wisconsin law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having proper jurisdiction.

You agree that any arbitration shall be limited to the controversy, dispute or claim between you and RCAW individually. To the full extent permitted by law, (a) no

arbitration shall be joined with any other proceeding; (b) there is no right or authority for any controversies, disputes, or claims to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any controversies, disputes, or claims to be brought in a purported representative capacity on behalf of the general public or any other persons.

If this provision is found to be illegal or unenforceable, then neither party will elect to arbitrate any dispute falling within that portion of this provision found to be illegal or unenforceable and such dispute shall be decided by a court of competent jurisdiction within the courts listed under Governing Law and Jurisdiction, and the parties agree to submit to the personal jurisdiction of that court.

Limitation on Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE REGISTRY AND/OR RESPITE CONNECTIONS OR THESE TERMS AND CONDITIONS OF USE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Electronic Communications.

Using the Registry and/or Respite Connections, sending RCAW emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Registry and/or Respite Connections, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE REGISTRY AND/OR RESPITE CONNECTIONS. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or by any means other than electronic means.

Waiver and Severability.

No waiver by RCAW of any term or condition set out in these Terms and Conditions of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of RCAW to assert a right or provision under these Terms and Conditions of Use shall not constitute a waiver of such right or provision.

If any provision or part of a provision of these Terms and Conditions of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms and Conditions of Use or access or use of the Registry and/or Respite Connections. You agree that these Terms and Conditions of Use will not be construed

against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions of Use and the lack of signing by the parties hereto to execute these Terms and Conditions and Use.