

4.6 PAYMENT POLICY AND PROCEDURES

Burnaby Association for Community Inclusion - Life Sharing Network

LIFE SHARING NETWORK AGREEMENT

Respite Care

Family Care

THIS AGREEMENT dated for reference the _____ day of _____, 20_____.

BETWEEN:

BURNABY ASSOCIATION FOR COMMUNITY INCLUSION
2702 Norland Avenue, Burnaby, BC V5B 3A6
("BACI")

AND:

Name of Family Care Giver or Respite Contractor

Name of Service Recipient

Name of Family Care Giver or Respite Contractor

Name of Family Care Giver or Respite Contractor

Address of Family Care Giver or Respite Contractor

(Individually, "**Family Care Giver or Respite Contractor**" or collectively, the "**Family Members or Respite Contractors**")

WHEREAS BACI OPERATES programs for the residential care or respite care of persons with disabilities;

AND WHEREAS the Family Care Giver or Respite Contractor has indicated its willingness and ability to assume responsibility for caring for a person or persons with disabilities:

THEREFORE the parties agree as follows:

1. Definitions

"Person": a person with a disability who has been designated by BACI to be cared for by the Family Care Giver or Respite Contractor.

"Placement": the duration of time where a Person is resident with the Family Care Giver or receiving Respite Services.

"Ministry": Community Living BC or the Ministry for Children and Families;

"Household": the Family Care Giver or Respite Contractor and anyone else resident at the address of the Family Care Giver, Respite Contractor or the address of the individual.

4.6 PAYMENT POLICY AND PROCEDURES

2. Purpose

The purpose of this Agreement is to establish the Family Care Giver or Respite Contractor, for the duration of a Placement, as the responsible care provider for a Person or Persons who are referred to BACI by the Ministry or other authorized agency.

3. Joint Liability

- a. "Family Care Giver or Respite Contractor" and "Family Members or Respite Contractors" are used interchangeably in this Agreement. Each Family Member or Respite Contractor signing this Agreement assumes all obligations placed on the "Family Care Giver or Respite Contractor" or on "Family Members or Respite Contractors".
- b. Each Family Member or Respite Contractor agrees that:
 - i. the duties and obligations placed on the Family Care Giver or Respite Contractor by this Agreement apply to all members of the Household;
 - ii. each Family Member or Respite Contractor is responsible for ensuring that these duties and obligations are understood and complied with by all members of the Household; and
 - iii. each Family Member or Respite Contractor is jointly and severally liable to the Person for any harm caused to the Person as a result of any breach of these duties and obligations by any member of the Household, and to BACI for any harm caused to BACI as a result of any such breach.

4. Conditions of Appointment

- a. The Family Care Giver or Respite Contractor authorizes BACI to make any inquiries BACI considers necessary to ensure the Family or Respite Contractor is suitable before granting a Placement. BACI may refuse to grant a Placement at its sole discretion.
- b. The Family Care Giver or Respite Contractor hereby warrants to BACI that it is able to provide a healthy and safe Family or Respite environment for a Person, and that it is not aware of any reasons why BACI should not grant it a Placement.
- c. At least one adult member of the Family or Respite Contractor shall complete the Basic First Aid course or its equivalent before a Placement is commenced.
- d. The Family Care Giver or Respite Contractor acknowledges that BACI will not be responsible for any injury or loss, including damage to personal belongings, suffered by the Family Care Giver or Respite Contractor as a result of the acts or omissions of a Person. The Family Care Giver or Respite Contractor understands that it shall be responsible for retaining its own insurance to cover such anticipated loss.

4.6 PAYMENT POLICY AND PROCEDURES

- e. The Family Care Giver or Respite Contractor shall review this Agreement and the BACI Life Sharing Network Manual and ensure that all other members of the Household who are capable of doing so read them and understand their terms. The Family Care Giver or Respite Contractor shall take all reasonable steps to ensure that any Household members who are not capable of reading and understanding these terms, understand them to the best of their ability.

5. Commencement and Termination

- a. This Agreement commences on the date of execution, and shall continue until the end of the term, if any, set out in Schedule "A" or until terminated by either party upon 30 days' written notice.
- b. A Placement will commence on a date agreed between BACI and a Family Member or Respite Contractor in Schedule "A", and will continue until the date, if any, set out in Schedule "A", unless terminated earlier by either party as provided below. A Placement may be terminated:
 - i. by the Family Care Giver or Respite Contractor, on 30 days' written notice to BACI; or
 - ii. by BACI, at any time at its sole discretion, verbally or in writing.
- c. If BACI terminated a Placement pursuant to subparagraph (b)(ii), the Family Care Giver or Respite Contractor will immediately surrender the Person and his or her belongings to BACI, and will cooperate with BACI and not impede or obstruct BACI in terminating the Placement.
- d. The liability of BACI arising from termination of a Placement pursuant to subparagraph (b)(ii) shall be limited to payment of the prorated Monthly Payment stipulated in paragraph 6.

6. Payment

- a. For each month of a Placement, BACI will pay to the Family Care Giver or Respite Contractor the monthly payment specified in Schedule "A" or as modified by BACI pursuant to subparagraph (b) below (the "**Monthly Payment**"), by the monthly payment date specified in Schedule "A" (the "**Monthly Payment Date**"). If a Placement is ended part way through a payment month, the Family Care Giver or Respite Contractor will reimburse BACI the pro-rated amount for the portion of the month remaining.
- b. BACI reserves the right to change the amount of the Monthly Payment upon the giving of 30 days' written notice to the Family Care Giver or Respite Contractor. The amount of the Monthly Payment may also be changed upon the written agreement of BACI and any Family Member or Respite Contractor. If the Family Care Giver or Respite Contractor wishes to restrict which Family Member or Respite Contractor can agree to amendments to Schedule "A", it shall communicate such restriction to BACI in writing.

4.6 PAYMENT POLICY AND PROCEDURES

- c. The Monthly Payment includes all expenses pertaining to the care and support of the Person, including food, clothing, transportation, personal necessities and recreation.

7. *Duties of the Family Care Giver or Respite Contractor to the Person*

The Family Care Giver or Respite Contractor recognizes that by accepting a Placement, it is accepting a duty to act as the care provider for the Person, and as such to be entirely responsible for the Person's day-to-day welfare and supervision.

Without limiting the generality of this duty, the Family Care Giver or Respite Contractor also accepts that it has and must fulfill the following duties toward the Person:

- a. to provide a residence for one person which meets applicable standards, and fire, health and safety regulations, and includes his or her own bedroom;
- b. to maintain appropriate records pertaining to the health and development of the Person;
- c. to supervise the Person in a home-like atmosphere;
- d. to provide a stable, consistent and structured home environment, mature, positive role models, and a healthy environment for the Person;
- e. to participate in and arrange for the supervision of appropriate activities of the Person in the community;
- f. to ensure transportation for the Person to and from day programs;
- g. generally, to encourage participation in activities which promote the health, well-being and development of the Person;
- h. to provide care and supervision by using acceptable behaviour support techniques, without relying on the use of security equipment and without the use of physical restraint;
- i. to provide appropriate supervision, including knowing the whereabouts of the Person, supervising the Person's activities, and monitoring the risk associated with decisions made by the Person.
- j. to maintain effective communication with the significant people in the Person's life, including Ministry staff such as social workers and other professionals, to cooperate fully with the social working in implementing personal plans, and to cooperate generally with the social worker and other professionals involved with the Person;
- k. to maintain effective communication with BACI and to update BACI regarding any significant developments in the health, development or welfare of the Person;

4.6 PAYMENT POLICY AND PROCEDURES

- I. to immediately contact the BACI Life Sharing Network Home Manager or Assistant Manager (as well as other appropriate officials) in the case of an emergency or serious incident involving the Person, or the Person's unaccounted absence from the home;
- m. to obtain, understand and follow:
 - i. the rules, guidelines and standards set for Family Care Giver or Respite Contractor care homes by the Ministry;
 - ii. the BACI Life Sharing Network Manual; and
 - iii. other policies, rules and instructions of BACI; provided by BACI, as updated from time to time.

8. Obligations of the Family Care Giver or Respite Contractor to BACI

- a. For the duration of this Agreement, the Family Care Giver or Respite Contractor agrees to promptly advise BACI of:
 - i. during a Placement, any material change in the health, development or well-being of the Person;
 - ii. during a Placement or while being considered for a Placement, any material change in the nature of the Family Care Giver or Respite Contractor; and
 - iii. any criminal charge or conviction of any member of the Household which a reasonable person would consider as possibly relevant to the suitability of that individual or the Family or Respite Contractor for a Placement.

For greater clarity, "material change" means any change which a reasonable person would consider as possibly affecting the quality of a Placement or the suitability of the Family Care Giver or Respite Contractor for a Placement; an example would include a separation of spouses in the Family or Respite Contractor Home.

- b. The Family Care Giver or Respite Contractor agrees to allow BACI to communicate with the Person at any time, and to visit and view the Person's living arrangements at any time with 24 hours notice.

4.6 PAYMENT POLICY AND PROCEDURES

9. General

- a. The Family Care Giver or Respite Contractor agrees that while it is bound by this Agreement it will not provide similar services to other persons or organizations without the prior written consent of BACI.
- b. The Family Care Giver or Respite Contractor is not an employee or servant or partner or agent of BACI or of the Ministry. The Family Care Giver or Respite Contractor shall provide all services under this Agreement as an independent contractor, and nothing in this Agreement shall be construed so as to constitute the Family Care Giver or Respite Contractor as an employee of BACI.
- c. The Family Care Giver or Respite Contractor is (as applicable) responsible for the deduction and remissions of income tax, CPP and EI in respect of each Family Member or Respite Contractor signing this Agreement. If these amounts are not remitted, the Family Care Giver or Respite Contractor will indemnify and hold harmless BACI from and against any claim for taxes, penalties and for withholding of funds by CCRA, the EI Commission, the Canada Pension Commission, WorkSafe BC, the British Columbia Employment Standards Branch or any other government agency with respect to any amount found to be payable by BACI to such commission or agency in respect of the Family Care Giver or Respite Contractor engaged under to provide any services under this Agreement and any legal fees incurred by BACI in responding to, or defending, such claims.
- d. The Family Care Giver or Respite Contractor, will comply with all applicable health and safety regulations including the *Workers Compensation Act*. On request the Family Care Giver or Respite Contractor will provide evidence of registration and good standing under WorkSafe BC.
- e. The Family Care Giver or Respite Contractor shall indemnify and save harmless BACI of and from all manner of action, causes of action, proceedings, claims, demands and expenses whatsoever which may be brought or made against BACI or which BACI may sustain, pay or incur as a result of or in connection with any breach by the Family Care Giver or Respite Contractor of the Family or Respite Contractor's obligations, duties, covenants or agreements set forth in this Agreement, including:
 - i. the rules, policies and standards set for Family or Respite Contractor care homes by the Ministry;
 - ii. the BACI Life Sharing Network Manual; and
 - iii. other policies, rules and instructions of BACI; provided by BACI, as updated from time to time.

4.6 PAYMENT POLICY AND PROCEDURES

10. Notices

- a. Any notice required or permitted to be given to the Family Care Giver or Respite Contractor shall be sufficiently given if delivered to any adult member of the Family or Respite Contractor personally or if mailed by registered mail to the Family's or Respite Contractor's address as set out on the first page of this agreement, or the address last provided to BACI by the Family Care Giver or Respite Contractor.
- b. Any notice required or permitted to be given to BACI shall be sufficiently given if delivered to BACI at the address set out on the first page of this Agreement, or such address last provided to the Family Care Giver or Respite Contractor by BACI.

11. Confidentiality

The Family Care Giver or Respite Contractor acknowledges and agrees that any documents (including copies and extracts), other writings and confidential information which may come into the possession of, or be made available to, the Family Care Giver or Respite Contractor, or any member of the Household, by virtue of this Agreement, are the confidential information and property of BACI and/or the Province of British Columbia, and shall be returned to BACI and/or the province as required. The Family Care Giver or Respite Contractor further agrees not to use or to disclose to any other person, or cause or permit any other person to use, such information except as authorized and required in order to discharge its duties and responsibilities to BACI.

12. Independent Legal Advice

The Family Care Giver or Respite Contractor acknowledges by its execution of this Agreement that it has been advised by BACI to seek independent legal advice with regard to the nature and contents of this Agreement, and has been given opportunity to seek such independent legal advice, and executes the Agreement knowing its contents and the respective rights and remedies of both parties as provided in the agreement.

4.6 PAYMENT POLICY AND PROCEDURES

IN WITNESS WHEREOF the parties have executed this Agreement:

**BURNABY ASSOCIATION FOR
COMMUNITY INCLUSION**

Signature

Name

Title

Witness

Address

Occupation

Witness

Address

Occupation

**C/S of BURNABY ASSOCIATION FOR
COMMUNITY INCLUSION**

Name of Family or Respite Contractor Member

Signature

Date

Name of Family or Respite Contractor Member

Signature

Date

4.6 PAYMENT POLICY AND PROCEDURES

Burnaby Association for Community Inclusion - Life Sharing Network

SCHEDULE "A"

RESPITE CARE *FAMILY CARE*

Placement Commencement Date: _____

Monthly Payment: _____

Monthly Payment Date: _____

Termination Date of Placement (if any): _____

Termination Date of Agreement (if any): _____

This Schedule replaces all previous Schedules 'A'.

Burnaby Association for Community Inclusion

Signature

Name

Title

Date

C/S of Burnaby Association of
Community Inclusion

Witness

Name of Family Member

Address

Signature

Date

Occupation

4.6 PAYMENT POLICY AND PROCEDURES

Burnaby Association for Community Inclusion - Life Sharing Network

SCHEDULE "B"

RESPITE CARE □

FAMILY CARE □

Desired Outcomes for Service