

Respite Provider Agreement and Release



**THIS IS AN IMPORTANT DOCUMENT.
PLEASE READ IT CAREFULLY BEFORE SIGNING IT.**

By signing this Agreement I acknowledge and agree that:

- Kindale Developmental Association administers the Respite Provider registration process and registry as a public information service under contract from Community Living BC.
- The Respite Provider Registry (database and classifieds) which is information concerning myself which I provide and which may be posted on the website, www.kindale.net, is a public service and is voluntary and is used at my own risk and without any liability by Community Living BC or Kindale Developmental Association.
- Kindale Developmental Association has the right to refuse to register me as a Respite Provider and to refuse to allow me access to the Respite Provider Registry (database and classifieds).

I understand that:

- I must complete and submit an Application for Registration form.
- If requested, I must agree to a home visit by Kindale Developmental Association or their designate.
- Prior to having access to the Respite Provider Registry, I will provide a cheque for \$28 and permission to enable Kindale Developmental Association to obtain a Criminal Record Check. The same must be done for any individual 19 years or older who lives in my home where I may be providing respite services.
- I must provide a photocopy of my Driver's Licence, if I have one.
- I must provide a photocopy of my Vehicle Insurance Certificate, in order to use my vehicle for respite purposes. This must be updated annually.
- I must request a Driver's Abstract from ICBC and direct ICBC to provide it to Kindale Developmental Association. This must be updated annually.
- I must provide proof of First Aid and any other relevant certifications and qualifications. These must be updated when they expire.
- I must provide a completed Medical Report Form signed by my physician.
- Kindale Developmental Association has the right to refuse my access to the Respite Provider Registry.

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Should I be granted access to the Respite Provider Registry, I understand that:

- I must sign this Respite Provider Agreement and Release Form and the Respite Provider Consent Form.
- When providing respite services, I am not a Kindale Developmental Association employee, agent or representative or under its supervision or control.
- I am not authorized to represent or speak for, or on behalf of, Kindale Developmental Association.
- I am a Respite Provider who is a self-employed independent provider.
- I will work directly for the caregiver(s) of the individual(s) to whom I have agreed to provide respite support through the Respite Provider Registry.
- Kindale Developmental Association is not responsible for any issues that may arise while I am engaged to provide respite services by the caregiver(s) who hire me.
- I will resolve any issues between myself and the caregiver(s) directly with them.
- If Kindale Developmental Association is notified of a concern or action by me that they consider to be unprofessional or otherwise inappropriate, then my name may be removed from the Respite Provider Registry at any time, at the sole discretion of Kindale Developmental Association.

I understand that:

- As a Respite Provider providing support to individuals and caregiver(s) who hire me as a result of my posting in the Respite Provider Registry, I understand that I may receive access to confidential information about the individual(s) and the caregiver(s) to whom I provide respite service.

By signing this statement, I am indicating my understanding of my responsibility to maintain that confidentiality and agree that:

- Any identifying information about the individual and the caregiver(s) I am supporting will be kept completely confidential and will only be disclosed by me with the consent of the individual or caregiver(s) or as required or permitted by law.

Furthermore, I acknowledge and agree that:

- I am solely responsible for any private vehicle I use to transport the persons I serve; and
- I am responsible for my own health, accident and liability insurance, payment of taxes, contributions to Employment Insurance and CPP, and other benefits plans.

By signing this Agreement and Release I release and discharge Kindale Developmental Association (which in this Agreement and Release includes all persons for which Kindale Developmental Association is legally responsible, including

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without limitation the employees, agents, officers, Executive Directors and Board of Directors and directors of Kindale Developmental Association) **from all actions, causes of action, proceedings, claims, demands, losses, damages and liabilities of every nature and kind arising directly or indirectly from my dealings with the individual(s) I support as a Respite Provider and their caregiver(s) who hire me while I am engaged by them to provide respite services.**

I agree to indemnify Kindale Developmental Association from all liabilities, loss, claims, demands, costs and expenses incurred by them as a result of my actions and conduct in providing the respite services referred to above.

I also agree that I will make no claim against any party that may claim contribution or indemnity from Kindale Developmental Association.

This Agreement and Release is binding on my heirs, executors and other legal personal representatives. If any provision of this Agreement and Release is found to be invalid or unenforceable in whole or in part that provision is to be severed from this Agreement and Release and shall not affect the validity or enforceability of the remainder of this Agreement and Release which shall continue in full force and effect.

I HAVE READ AND UNDERSTOOD ALL OF THIS AGREEMENT AND RELEASE AND I AGREE TO ALL OF ITS TERMS.

Date: _____

Signature of Respite Provider: _____

Printed name: _____

Date: _____

Signature of Witness: _____

Printed name: _____