



## Direct Funding Agreement (Simplified)

Reference Number \_\_\_\_\_

BETWEEN: Community Living British Columbia (“CLBC”, “we” or “us”)  
AND: \_\_\_\_\_ (“you”, “your”, or “Agent”)  
RE: \_\_\_\_\_ (“Individual”)

### 1 Purpose

1.1 This Agreement provides funding from CLBC directly to you to purchase \_\_\_\_\_ for the Individual.

### 2 Term

2.1 This Direct Funding Agreement (“Agreement”) starts on \_\_\_\_\_ and ends on \_\_\_\_\_ except when terminated earlier under section 5.

### 3 Our Responsibilities

3.1 We will pay you \$\_\_\_\_\_ each month up to a cumulative total not exceeding \$\_\_\_\_\_.

### 4 Your Responsibilities

4.1 You will:

- a) consult with the Individual and work to satisfy his or her best interests;
- b) arrange for the necessary support services required by the Individual;
- c) comply with CLBC policies and procedures that are relevant to this Agreement;
- d) maintain and retain financial records, invoices and receipts sufficient to demonstrate how the money has been spent;
- e) complete any reports required by CLBC in the required form and send them to us no later than the end of the month following the reporting period;
- f) assist us when we evaluate your compliance with this Agreement, including the examination of reports, financial records, invoices and receipts for the supports that you purchased; and,
- g) take adequate and reasonable information security measures to prevent any unauthorized access to the personal information of the Individual.

### 5 Termination

5.1 This Agreement ends if the Individual becomes ineligible for support.

5.2 Either party may end this Agreement for any reason by giving one month’s written notice to the other party.

5.3 We can end this Agreement at any time if we reasonably believe that:

- a) you have failed to fulfil your responsibilities under this Agreement;
- b) the health or safety of the Individual is at immediate risk; or,
- c) the Individual has been abused or neglected as defined in the Adult Guardianship Act.

## 6 General

- 6.1 You will hold the money we provide in trust for CLBC and for the benefit of the Individual, to be used for the purposes set out in this Agreement and any money that is unspent during the course or at the end of this Agreement will be held in trust by you for CLBC and repaid to us on demand or spent as required by this Agreement.
- 6.2 You will not pay money received relating to this Agreement to the spouse, children or parents of the Individual or any relatives living in the same household as the Individual. Furthermore, you are not entitled to any compensation under this Agreement.
- 6.3 We reserve the right to seek the recovery from you of any money that we paid to you, and to trace money to any property acquired by you if you have used the money in breach of the terms of this Agreement. Property acquired directly or indirectly with money provided by this Agreement in breach of the terms of this Agreement is held in trust for CLBC.
- 6.4 You will comply with the requirements of WorkSafeBC and the Workers' Compensation Act.
- 6.5 You are not our employee or partner. You must not commit or attempt to obligate CLBC to any payments and we are not the employer of anyone you hire.
- 6.6 Sections 4.1 (d), (e), (f), (g), 6.1, 6.2 and 6.3 continue in force after this Agreement ends.
- 6.7 This Agreement is the entire agreement between the parties and can only be modified by the written agreement of the parties.

## 7 Insurance

- 7.1 Subject to section 7.3, we will maintain and pay for comprehensive general liability insurance in the amount of \$2 million inclusive per occurrence against bodily injury and property damage arising out of the performance of the Services as outlined in this Agreement.
- 7.2 You will be responsible for and pay any deductible under the policy.
- 7.3 CLBC will take reasonable steps to ensure the insurance coverage is continuous for the duration of the Agreement but CLBC does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 7.4 The policy does not provide insurance for all losses. It is your responsibility to ascertain the exact nature and extent of coverage of this insurance as well as the terms and conditions of the policy.
- 7.5 You are solely responsible for any additional insurance that you are required by law to carry or which you consider necessary to cover risks not otherwise covered by this policy.

The parties have executed this Agreement which shall become binding upon CLBC only after it has been signed by all of: the first signatory of CLBC; the Agent; and the second signatory of CLBC.

\* These sections must be completed

<b>Certified by CLBC</b>
Date*
Signature*
Name*
Title*
Organization <b>Community Living British Columbia</b>
Contact Address*
City*
Telephone Number*
Email*

<b>Agent</b>
Date*
Signature*
Name*
Relationship with Individual
Legal relationship with Individual*
Contact Address*
City*
Telephone Number*
Email*

<b>Approved by CLBC</b>
Date*
Signature*
Name*
Title*
Organization <b>Community Living British Columbia</b>
Contact Address*
City*
Telephone Number*
Email*

<b>Individual</b>
Signature
Name*
Contact Address*
City*
Telephone Number
Email