



Disclaimer and Release

The South Carolina Respite Coalition (SCRC) is a nonprofit organization working to create more respite in SC for family caregivers of all ages. SCRC's role in the SC Department of Disabilities and Special Needs' (SCDDSN) Family-Selected Respite Caregiver Program (Respite Program) is to document that potential respite caregivers meet program requirements and provide required minimum training for both families and respite caregivers.

SCRC is not an employer of the respite caregiver nor responsible for any employment related activities such as maintaining any type of insurance, including Worker's Compensation or health insurance for the respite caregiver. SCRC is not responsible for liability insurance. The Consumer or Responsible Party (RP) may check with their homeowner's insurance agent to arrange liability coverage. The SCRC does not exercise any supervisory control over or perform ongoing monitoring of the respite caregiver. Any employment relationship that arises between the Consumer/RP and the respite caregiver under the Respite Program is solely the responsibility of the Consumer/RP and the respite caregiver.

In addition, you are hereby advised of and agree to the following:

1. SCRC does not represent or warrant the suitability or abilities of a respite caregiver and specifically disclaims any liability for misconduct or breach of duty to Consumer and/or RP by a respite caregiver unless such conduct or breach resulted from SCRC's gross negligence or willful misconduct in the limited activities that it performs in the Respite Program.
2. The SCRC will request background checks from SLED and/or the FBI and request verification that the potential respite caregiver is not listed on the SCDHHS Medicaid fraud or SCDSS Abuse and Neglect Registries and make the results of background checks available to SCDDSN, the Consumer and/or RP.

SCRC will review and maintain background check results, as well as verification of a respite caregiver's biannual First Aid training and annual TB test results separately obtained by the potential respite caregiver. SCRC is not responsible for the determination of whether the results of a potential caregiver's background check are acceptable for participation in the Respite Program. Established standards are included in the SCRC Respite Caregiver packets and any appeal decisions are made by SCDDSN.

3. Certificates issued by the SCRC upon completion of the course merely indicate that the potential respite caregiver has completed the SCRC's online training course successfully; has met the requirements listed in #2 directly above. Neither the documentation nor the training provided by the SCRC attests to or certifies skills or competence to provide respite care.
4. To continue to be able to work as a respite caregiver in the Respite Program, a respite caregiver must complete a First Aid Training course from an approved First Aid Training provider every two years and have a TB test annually. Failure to do so will make the respite caregiver ineligible to be paid.

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5. The on-line training modules developed by the SCRC provide basic training on the Respite Program for Consumers/RPs and Respite Caregivers. These basic training modules do not address the specific care needs of individual consumers and do not replace the specific training that must be provided by the family.

6. Skilled care such as that requiring a nurse (e.g., suctioning, g-tube feeding, wound care, ventilator usage, etc.) is NOT authorized under SCDDSN's respite care services. The SC Respite Coalition is not liable for accidents/injuries that occur during the provision of skilled care not authorized. It will be the responsibility of the family to develop an emergency plan of action in the event of an emergency during respite care.

7. Use of a specific respite caregiver is the Consumer's/RP's choice. The Consumer or RP is the employer, primary trainer, and sole supervisor of the Respite caregiver.

As the party responsible for contracting for respite services or for providing respite services under the SCDDSN Family Selected Respite Caregiver Program, my signature below acknowledges that I have read this entire disclaimer and release and that I fully understand and agree to the terms and disclosures contained in this document.

Signature

Date

Print Name

Date

Witness Signature – **REQUIRED**

Date

Witness Print Name - **REQUIRED**

Date