



Permanent Transfer of Custody Assistance Agreement (s.54.01)

The Permanent Transfer of Custody was granted under:
Section 54.01 Permanent Transfer

The personal information requested on this form is collected under the authority of and will be used for the purpose of administering the Child, Family and Community Service Act (CFCSA). Under certain circumstances, the collected information may be subject to disclosure as per the CFCSA and/or the Freedom of Information and Protection of Privacy Act. Any questions about the collection, use or disclosure of this information should be discussed with the worker involved with this agreement.

This agreement dated for reference the _____ day of _____

BETWEEN

The Director designated under section 91 of the Child, Family and Community Service Act, _____ (the "Director")

AND

NAME(S) OF GUARDIAN(S) _____ (the "Guardian(s)")

RE:

CHILD'S INFORMATION:

Name _____ Birthday (yyyy mmm dd) _____ Aboriginal : Yes [] No [] If yes, Community/Band: _____

BACKGROUND

- (a) The Director may provide financial assistance pursuant to section 93(1)(g)(ii) to a person who has custody of a child by an order made under section 54.01 of the Child, Family and Community Service Act (CFCSA).
(b) The CFCSA defines custody as including care and guardianship of a child.

THE DIRECTOR AND GUARDIAN(S) AGREE AS FOLLOWS:

1. DIRECTOR'S OBLIGATIONS

The Director will:

- (a) provide to the Guardian(s) on behalf of the Child, the assistance and payments described in Schedule "A" for the terms of this agreement; and
(b) in the event of a change in circumstances, consider any future request of the Guardian(s) for assistance.

2. GUARDIAN(S)' OBLIGATIONS

The Guardian(s) will:

- (a) notify the Director in writing within 30 days when:
 - (i) the Guardian(s)' address changes;
 - (ii) the Child begins living with a care provider;
 - (iii) the Child begins living independently;
 - (iv) the Guardians separate and the Child is no longer residing with one of the Guardians;
 - (v) the Child is in the care of a Director, *Child, Family and Community Service Act*, or other Director of Child Welfare, under an Agreement, or pursuant to a removal/apprehension;
 - (vi) the payee as indicated in Schedule "A" changes;
 - (vii) the Child dies;
or
 - (viii) there is any **other** change in circumstances which may eliminate or reduce the need for assistance.
- (b) provide any information related to this agreement, including periodic reports, required by the Director at such time and in the form and manner required by the Director;
- (c) not in any manner commit or purport to commit the Director to the payment of any money; and
- (d) not assign this Agreement.

3. TERMS OF AGREEMENT

This agreement shall take effect on the _____ day of _____ and shall expire on the _____ day of _____ subject to earlier termination pursuant to section 4.

4. TERMINATION

- (a) This Agreement terminates:
 - (i) on the Child attaining the age of 19;
 - (ii) on the Child's death;
 - (iii) on the death of the last remaining Guardian(s); or
 - (iv) when the child is no longer in the care of the Guardian(s) including when:
 - the Child is living independently;
 - the Guardian(s) have entered into an agreement with a Director, *Child, Family and Community Service Act* or other Director of Child Welfare; or
 - the Child has been removed/apprehended and is in the care of a Director, *Child, Family and Community Service Act* or other Director of Child Welfare;
- (b) The Director or Guardian(s) may terminate this Agreement for any reason on 60 days written notice to the other party.

5. GENERAL

- (a) Notwithstanding any other provision of this Agreement, the payment of money under this agreement is subject to the Financial Administration Act, which makes any payment subject to an appropriation being available in the fiscal year of the Director during which payment becomes due;
- (b) The Director may take any steps deemed necessary to confirm that assistance paid under this Agreement is used for the Child's benefit;
- (c) Any notice, payment or any or all of the material that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such personal delivery or, if mailed, on the third business day after the mailing of the same in British Columbia by prepaid post addressed, if to the Director:

Ministry of Children and Family Development

OFFICE ADDRESS

CITY/TOWN

POSTAL CODE

and, if to the Guardian(s):

GUARDIAN(S)' ADDRESS

CITY/TOWN

POSTAL CODE

- (d) The Guardian(s) acknowledge(s) that they have been advised to seek independent legal advice before signing this agreement.
- (e) The Guardian(s) acknowledge(s) it is the role of the Canada Revenue Agency to determine whether the payments made under this Agreement are considered income under the *Income Tax Act*.
- (f) The Guardian(s) acknowledge(s) that the Canada Revenue Agency (CRA), not the director, is responsible for responding to questions, and making eligibility decisions, about the Child Tax Benefit and any other benefits administered by the CRA.
- (g) The Guardian(s) acknowledge(s) that they will be responsible for repaying any overpayment made under this Agreement in circumstances where:
 - a) the Guardian(s) fail to provide notice to the Director as required by this Agreement; or
 - b) for any reason the Director determines that an overpayment has been made under this Agreement.

6. TOTAL ASSISTANCE PAYABLE

Notwithstanding any other provision of this Agreement, in no event shall the amount payable to the Guardian(s), in the aggregate, exceed the amount specified in Schedule "A" to this Agreement.

WITNESS

DIRECTOR

WITNESS

GUARDIAN

WITNESS

GUARDIAN

**POST TRANSFER OF CUSTODY ASSISTANCE AGREEMENT
SCHEDULE "A"**

1. The Director will provide, as outlined below, financial assistance to a maximum of \$803.81 Cdn. per month for a child aged 0 to 11 or \$909.95 Cdn. per month for a child age 12 or over.
2. The Guardian(s) will use these funds to assist in meeting the costs associated with parenting, specifically to meet the child's safety, well-being and on-going development needs.

PAYMENT FOR SERVICES

The Guardian(s) will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

For the following services the fixed monthly rate and fixed per diem rate shall be in accordance with current Ministry of Children and Family Development policy as communicated to the Guardians(s) from time to time. It is understood that any subsequent changes in Ministry of Children and Family fixed rates policy applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Ministry of Children and Family Development will make reasonable efforts to inform the Guardian(s) of any changes in fixed rates policy by general notification. A change to the fixed rates policy will over-ride the rates set out in the Agreement between the Guardian(s) and the Director, or in a schedule to that Agreement, and does not need to be confirmed by a modification agreement or amendment.

Fixed Monthly Rate	Maximum Per Diem Monthly Rate	Total Payment
		\$
		\$

Ministry of Children and Family Development Use Only				
Component Services	Resp. Center	Activity Number	STOB	Total Amount
				\$

The payee(s) is/are:

NAME(S) OF GUARDIAN(S)

ADDRESS

CITY/TOWN

POSTAL CODE