



Ministry of Children and Family Development

COURT FILE NUMBER _____
COURT LOCATION _____

AGREEMENT WITH A PERSON OTHER THAN A PARENT WHO HAS INTERIM/TEMPORARY CUSTODY OF THE CHILD

As a result of an order made under one of the following sections of the Child, Family and Community Service Act: 35(2)(d), 41(1)(b), 42.1(6)(b), 42.2(4)(a), 42.2(4)(c), 49(7)(b)

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 "Care Provider(s)")

And

(The "Director")

The care provider(s) have custody of the following child(ren), pursuant to a _____ order made the _____ day of _____, _____:

The following guardianship rights and responsibilities are retained by the parent(s) by the court order (will be N/A if the court order does not address guardianship):

CHILD(REN)'S INFORMATION:

Child(ren)'s Names

Child(ren)'s Birthday (yyyy mmm dd)

Aboriginal : Yes [] No []

If yes, Community/Band: _____

The following are the terms and conditions of the Supervision Order and any other order:

A) TERMS AGREED TO BY THE CARE PROVIDER(S):

As the care provider, I/we:

- 1) Will assume responsibility for the care and guardianship (guardianship rights and responsibilities, unless limited by court order as above, include: consenting to health care; making necessary decisions about the child's education and religious upbringing; exercising any other rights or responsibilities of a guardian of the child's person except the right to consent to adoption) of the child(ren);

- 2) Agree to refrain from the use of physical punishments and behaviour management practices that can cause harm to the child(ren) physically, psychologically or emotionally, and to use forms of discipline that are non-violent, appropriate to the child(ren)'s level of development and take the best interests of the child(ren) into consideration;
- 3) Will ensure that the child(ren) has/have been provided with information about the rights of children in out of care placements;
- 4) Agree to use the funds provided under this agreement to pay the daily costs of caring for the child(ren);
- 5) Will co-operate with any access orders or agreements in place relating to the child(ren), including any terms and conditions to these orders;
- 6) Agree that it is my responsibility to be aware of any regulatory requirements associated with employment (e.g., Workers Compensation Act, Employment Standards Act) if hiring respite persons as employees;
- 7) Will notify the director as soon as possible of any change in the household membership or ability to provide care for the child(ren);
- 8) Will notify the director of any new criminal charges made against myself/ourselves or against those age 18 years of age or older who live in my/our home, or who may spend significant and unsupervised time with the child and any child under 18 living in my home and notify of any criminal convictions of these same individuals;
- 9) Acknowledge 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 child benefits administered by CRA;
- 10) Acknowledge it is the role of the Canada Revenue Agency to determine whether the payments made under this Agreement are considered income under income the *Income Tax Act*;
- 11) Will notify the director immediately if the parent(s) retake care of the child(ren);
- 12) Will notify the director immediately if there has been a critical injury or other serious incident involving the child(ren), as outlined in ministry standards;
- 13) Will work toward the goals and comply with the expectations regarding care of the child(ren), reunification and an alternate permanent plan as outlined in the written plan dated _____ (including any amendments), and any Additional Terms stated below;
- 14) Will allow access to the child(ren) by the director, according to the supervision order; and
- 15) Acknowledge that I/we will be responsible for repaying any overpayment made under this Agreement in circumstances where:
 - a. I/we fail to provide notice to the Director as required by section A (1 to 14) of this Agreement; or
 - b. For any reason the Director determines that an overpayment has been made under this Agreement.

Additional Terms:

Initials _____

B) TERMS AGREED TO BY THE DIRECTOR:

The director agrees to:

- 1) Designate a person to have contact with the child(ren) to supervise the child;
- 2) Provide the care provider with all the information known to the director relevant for the care of the child, including medical, educational and personal care information and any guardianship and custody access arrangements;
- 3) Provide financial assistance for the care of the child(ren) as outlined below, to be used for the day-to-day costs associated with caring for the child(ren);
- 4) If required, provide basic Medical Service Plan coverage for the child(ren);
- 5) Along with providing an opportunity to discuss and ask questions, provide information to the care provider and the child about the rights of children in out of care placements, pertinent MCFD or Delegated Aboriginal Agency complaints processes, and other relevant services, including those of the Representative for Children and Youth, the B.C. Ombudsperson, the Helpline for Children, and the After Hours Support Line for Out of Care Care-Providers; and
- 6) Provide payment to the care provider 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.

Additional Terms:

Initials _____

C) DURATION AND TERMINATION OF THE AGREEMENT:

We agree that:

- 1) If one or more terms of the agreement are breached, and/or if the child is no longer safe in the out of care placement the Director will proceed through the court process under the *Child Family and Community Service Act*.
- 2) The care provider(s) may end the Agreement at any time by giving 7 days oral or written notice to the director;
- 3) The director may end this Agreement by giving 7 days written notice to the care provider(s);
- 4) Regardless of the date of execution or delivery of this Agreement, the term of this Agreement starts on the day of _____, and will end on the day of _____, unless ended earlier by the care provider(s) or the director;
- 5) Any notice to be given under this Agreement, to be effective, must be in writing and delivered personally, by courier or prepaid registered mail, to the following addresses:

Signatures of Parties: I have reviewed this Agreement and I agree with the terms and conditions which apply to me:

Care Provider's Name:	Care Provider's Signature:	Date Signed:
Care Provider's Name:	Care Provider's Signature:	Date Signed:
Address for notices to the Care Provider(s):		
Director Name:	Director Signature:	Date Signed:
Address for notices to the Director:		