



BRITISH
COLUMBIA

Ministry of Children
and Family Development

B.C. CHILDREN AND YOUTH DISABILITY BENEFIT FUNDING AGREEMENT

(INVOICING PATHWAY)

Your personal information is being collected and used for the purposes of administering the BC Children and Youth Disability Benefit and ensuring compliance with the BC Children and Youth Disability Benefit policy. This information is being collected and used by the Ministry of Children and Family Development under Section 26(c) and 32(a) of the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to: MCF.ChildrenYouthSupportNeeds@gov.bc.ca.

Start Date: _____, 01, 20____

Name of Child: _____

Child's Date of Birth (Year/Month/Day): _____

Name of Agreement Signatory:

1. Parties to this Agreement

This B.C. Children and Youth Disability Benefit Funding Agreement (the "**Agreement**") is between the Agreement signatory named above ("**You**" or "**Your**") and the Government of British Columbia, as represented by the Minister of Children and Family Development (the "**Ministry**").

2. Annual Funding Amount and the Disability Benefit Period

The child who is named above ("**Your Child**") has been approved by the Ministry for the B.C. Children and Youth Disability Benefit (the "**Disability Benefit**") and is therefore entitled to an annual funding amount of \$_____ from the Ministry (the "**Annual Funding**") based on Your Child's assessed support needs, subject to the terms and conditions of this Agreement.

The Annual Funding will be payable by the Ministry over the course of a benefit period (the "**Disability Benefit Period**"). The standard Disability Benefit Period is 12 months, beginning at the start of the month following Your Child's birth month in a particular year, and ending at the end of Your Child's birth month in the following year.

Your Child's first Disability Benefit Period (the "**First Disability Benefit Period**") is calculated in a different manner. The First Disability Benefit Period begins on the start date listed above (the "**Start Date**") and will end at the end of Your Child's birth month. However, if the Start Date is less than seven months before Your Child's birth month, the First Disability Benefit Period will end at the end of Your Child's birth month in the following year.

Your Child's entitlement to the Annual Funding will renew on an annual basis at the beginning of each new Disability Benefit Period that occurs during the term of this Agreement. This will continue until the end of the month in which Your Child turns 19, unless Your Child's eligibility for the Disability Benefit ends earlier, or this Agreement ends earlier in accordance with its terms and conditions.

The Annual Funding allocated for a particular Disability Benefit Period must be used within that Disability Benefit Period and cannot be carried over to a subsequent Disability Benefit Period.

The Annual Funding is calculated based on a 12-month Disability Benefit Period. The Annual Funding will be prorated by the Ministry on a monthly basis in the event that a Disability Benefit Period is not equal to 12 months, including the First Disability Benefit Period.

3. Disability Benefit IP Operational Policy forms a part of this Agreement

The Disability Benefit Invoicing Pathway Operational Policy for Agreement Signatories, which is available online at: <http://gov.bc.ca/chilyouthdisabilitybenefit> (the "**Disability Benefit IP Operational Policy**"), forms part of this Agreement. The Disability Benefit IP Operational Policy includes important terms and conditions, including terms and conditions respecting how the Annual Funding can be used, how the Annual Funding is distributed and administered, and what forms and other documentation You are required to submit to the Ministry or retain.

The Ministry may unilaterally update the Disability Benefit IP Operational Policy at any time, and any updates will take effect on the date that such updates are made available by the Ministry online for You to access and review.

If there is any conflict between the body of this Agreement and the Disability Benefit IP Operational Policy, the body of this Agreement will govern to the extent of the conflict.

4. Use and Payment of the Annual Funding

You may only use the Annual Funding for eligible expenses as set out in the Disability Benefit IP Operational Policy, including:

- (a) eligible services (the “**Eligible Services**”); and
- (b) eligible equipment, supplies, travel, and training (the “**Eligible ESTT**”)

(collectively, the “**Eligible Expenses**”).

The Annual Funding available in a Disability Benefit Period may only be applied to Eligible Expenses that have been incurred during that Disability Benefit Period.

All Eligible Expenses require approval from the Ministry before You incur the expense, unless the Disability Benefit IP Operational Policy specifically indicates that the Eligible Expense has been pre-approved by the Ministry.

If You are unsure whether a particular expense (i.e. services, equipment, supplies, travel, training, etc.) is an Eligible Expense or has been pre-approved by the Ministry, You must confirm with the Ministry before incurring that expense.

As detailed in the Disability Benefit IP Operational Policy, the Ministry may make payments using the Annual Funding as follows:

- (a) payments may be made by the Ministry directly, on Your behalf, to service providers who provide the Eligible Services (the “**Service Providers**”);
- (b) payments may be made by the Ministry directly, on Your behalf and on an invoicing basis, to third parties who provide the Eligible ESTT; and
- (c) payments that You have incurred for Eligible ESTT may be reimbursed to You by the Ministry.

Please refer to the Disability Benefit IP Operational Policy for further terms and conditions respecting the Annual Funding, including details regarding Eligible Expenses, ineligible expenses, pre-approved Eligible Expenses, funding limits for types of Eligible Expenses, and how payments will be made by the Ministry.

5. Key Requirements

It is a stipulation of this Agreement that You must comply with the key requirements set out in this section of the Agreement, and all other requirements set out in this Agreement (including the Disability Benefit IP Operational Policy) or otherwise provided by the Ministry.

You must use the Annual Funding only for the purposes described in this Agreement, including the Disability Benefit IP Operational Policy.

All Eligible Expenses paid for with the Annual Funding must directly benefit Your Child.

You must provide complete and accurate information or documentation, that is within Your knowledge, possession or control, to the Ministry about how the Annual Funding is used at any time as required under this Agreement, including the Disability Benefit IP Operational Policy, or as requested by the Ministry.

You must only use Service Providers who meet the qualifications and other criteria set out in the Disability Benefit IP Operational Policy for the Eligible Services that they provide. The Annual Funding must not be used to pay, as a Service Provider, You, any parent or guardian of Your Child, or any person who lives in the same household as Your Child.

6. Your Responsibilities

You must inform the Ministry immediately if there is a change in the legal care, control, or supervision of Your Child during the term of this Agreement.

You must ensure that any forms or other documents that are required by the Ministry in relation to the use and payment of the Annual Funding are completed and submitted to the Ministry in the correct form and manner, and within the timelines set out in the Disability Benefit IP Operational Policy. Required forms may include, but are not limited to:

- (a) requests for payment to Service Providers providing Eligible Services;
- (b) requests for approval of Eligible ESTT;
- (c) reimbursement claims for Eligible ESTT; and
- (d) requests to amend invoice payment authorizations with respect to Service Providers providing Eligible Services.

The required forms, along with instructions for completing them, are available at: <http://gov.bc.ca/chilyouthdisabilitybenefit>.

You are solely responsible for choosing and working with Service Providers and ensuring that the Service Providers:

- (a) meet any qualifications or other criteria as set out in the Disability Benefit IP Operational Policy; and

are provided with any information that is needed for a Service Provider to provide an Eligible Service.

- (b) You are also solely responsible for fully informing yourself about, and complying with, any obligations that apply to how You engage Service Providers to provide the Eligible Services, including any legal, contractual, financial, and/or administrative obligations. This may include, but is not necessarily limited to, obligations related to

criminal record checks, employment and occupational health and safety laws, workers' compensation, insurance, and/ or taxes as applicable.

You are also solely responsible for ensuring that any Service Provider or other third party that You authorize the Ministry to pay using the Annual Funding is aware of, understands, and fulfills all of their responsibilities as set out in the Disability Benefit IP Operational Policy, including with respect to invoicing the Ministry for payment of Eligible Expenses.

Any Service Provider or other third party that You authorize the Ministry to pay using the Annual Funding will not be the employee or contractor of the Ministry.

Further terms and conditions regarding Your responsibilities under this Agreement, including relevant timelines and documentation standards, are set out in the Disability Benefit IP Operational Policy.

7. Your Financial Responsibility

You are solely responsible for paying any amounts that are not payable by the Ministry in accordance with the terms and conditions of this Agreement, including the Disability Benefit IP Operational Policy. This may include, but is not limited to:

- (a) expenses that are not Eligible Expenses;
- (b) Eligible Expenses that are not approved in advance by the Ministry where such approval is required;
- (c) Eligible Expenses that are not submitted within any required deadline;
- (d) Eligible Expenses that exceed Your Child's available Annual Funding; and
- (e) any amounts charged by a Service Provider in relation to any appointment that is cancelled or missed.

8. Improper Use of Annual Funding

The Annual Funding must be used strictly in accordance with the terms and conditions of this Agreement, including the Disability Benefit IP Operational Policy.

If any of the Annual Funding is used improperly, or if false, misleading, or inaccurate information or documentation is provided to the Ministry, the Ministry may take steps such as:

- (a) suspending or ending its provision of any or all of the Annual Funding in the current Disability Benefit Period or in a future Disability Benefit Period;
- (b) refusing approval or payment of any Eligible Expenses in the current Disability Benefit Period or in a future Disability Benefit Period; or

- (c) recovering any of the Annual Funding that has already been paid by the Ministry, as described in section 9 below.

The Ministry may request information or documentation from You with respect to the use of the Annual Funding in a particular Disability Benefit Period during the seven-year period following the end of that Disability Benefit Period, and You must provide the Ministry with such additional information or documentation upon request. Your obligations and the Ministry's rights that are set out in this paragraph will survive the termination of this Agreement for any reason.

9. Overpayments

If You or a Service Provider or any other third party receives any payment from the Ministry that is not permitted by this Agreement (including the Disability Benefit IP Operational Policy) (an "**Overpayment**"), including but not limited to situations where You have received amounts that You were not entitled to receive, where the Annual Funding has been used improperly, or where false, misleading, or inaccurate information or documentation has been provided to the Ministry, the Ministry may recover that Overpayment by:

- (a) reducing future payments of the Annual Funding in the current Disability Benefit Period or in a future Disability Benefit Period in an amount equal to the Overpayment;
- (b) requiring repayment of the Overpayment; or
- (c) taking collection action.

If the Ministry requires repayment of the Overpayment, You are responsible for repaying the Overpayment to the Ministry, including any Overpayment that has been received by a Service Provider or any other third party, within the timeline required by the Ministry.

10. Term of Agreement

This Agreement is effective as of the Start Date and will end automatically at the end of the month in which Your Child turns 19 years old, unless this Agreement ends earlier in accordance with its terms and conditions.

The Ministry will end this Agreement with immediate effect if Your Child ceases to live in British Columbia or if Your Child otherwise ceases to be eligible to receive the Disability Benefit.

The Ministry may also end this Agreement with immediate effect if any of the Annual Funding is used improperly, if false or misleading information or documentation is provided to the Ministry, or if You fail to comply with any of the terms and conditions of this

Agreement, including the Disability Benefit IP Operational Policy (any of which would constitute an **“Event of Default”**). After an Event of Default occurs, the Ministry may, but is not obliged to, provide You with a warning and/ or an opportunity to remedy the Event of Default within a specified time period instead of ending the Agreement with immediate effect. If the Ministry provides You with an opportunity to remedy the Event of Default and You fail to do so within the time period specified by the Ministry, the Ministry may proceed with ending this Agreement with immediate effect.

This Agreement will end if either You or the Ministry choose to end this Agreement for any reason by giving at least 30 days’ written notice to the other.

11. Communications

You must ensure that the Ministry is provided with all required forms, receipts, documentation, and information at the times and in the form and manner required by this Agreement, including the Disability Benefit IP Operational Policy.

You are responsible for ensuring that the Ministry has Your current contact information so that the Ministry can reach You about this Agreement. You must inform the Ministry within 30 days of a change in Your residence or Your Child’s residence.

The Ministry will take reasonable steps to inform You of any changes to the Disability Benefit IP Operational Policy. The Ministry will post the updated version online on the Ministry’s Disability Benefit website that is set out in section 3. The Ministry may also send You written notification via the email address or mailing address that You have provided to the Ministry.

12. General

This Agreement, including the Disability Benefit IP Operational Policy, constitutes the entire agreement between You and the Ministry respecting the subject matter of this Agreement.

As of the Start Date, this Agreement replaces any previous agreements between You and the Ministry respecting the Disability Benefit.

Any changes to this Agreement must be made in writing and signed by both You and the Ministry but, for clarity, the Ministry may unilaterally amend the Disability Benefit IP Operational Policy as set out in section 3.

You must not transfer any of Your rights or obligations under this Agreement to another person without prior written approval from the Ministry.

You must not commit the Ministry to pay money to any person, except for Service Providers or other third parties You engage to provide the Eligible Expenses to Your Child in accordance with this Agreement (including Disability Benefit IP Operational Policy).

Nothing in this Agreement limits the Ministry's legal authorities or responsibilities under the law.

Your obligation to repay money owing to the Ministry will survive the termination of this Agreement for any reason.

This Agreement is governed by the laws applicable in British Columbia.

In this Agreement, "Government of British Columbia" means the same as defined in the BC *Interpretation Act*.

13. Signatures

In consideration of the mutual obligations of the parties set out in this Agreement, the parties agree to the terms and conditions of this Agreement, including those set out in the Disability Benefit IP Operational Policy, effective as of the Start Date (notwithstanding the date of signature of the parties).

Signature of Agreement Signatory: _____

Date of Signature: _____

Signature of Ministry Representative: _____

Date of Signature: _____