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THIS AGREEMENT

made on the \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN:

PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Children and Family Development (the "Province")

AND:

THE PARENT (THE "AGREEMENT SIGNATORY") FIRST/MIDDLE/SURNAME

RE:

(THE "CHILD")

born on \_\_\_\_\_ (YYYY/MM/DD)

WHEREAS:

- A. The Province wishes to provide to the Agreement Signatory autism funding in advance to assist with the cost of Autism Expenses.; and
B. The Agreement Signatory of the Child is requesting such funding assistance towards the Autism Expenses for the Child.
THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Definitions

In this Agreement:

- a) "Autism Expenses" means those eligible expenses and autism intervention services set out in the section entitled "Autism Funding: Ages 6-18 in A Parent's Handbook: Your Guide to Autism Programs published by the Ministry of Children and Family Development; as amended from time to time;
b) "Child" means:
i) a person ages 12 through 18 with a diagnosis of Autism Spectrum Disorder who meets the eligibility criteria as outlined in A Parent's Handbook: Your Guide to Autism Programs; or,
ii) a sibling of the child described in Clause b(i), ages 6 through 11 with a diagnosis of Autism Spectrum Disorder who meets the eligibility criteria as outlined in A Parent's Handbook: Your Guide to Autism Programs;
c) "Funds" means the amount paid under paragraph 2;
d) "Funding Period" means a period determined by the birth-date of the Child commencing on the first day of the month following the Child's birthday and ending on the last day of the Child's birth month, the following year (12 months);
e) "Parent" (Agreement Signatory) means only one of the Child's legal guardians who is authorized to exercise the parental responsibilities, as described in the Family Law Act, necessary for entering into and fulfilling the terms of this Agreement, and, who has day-to-day care, control and supervision of the Child at least 50% of the time; and
f) "Province" includes the Minister or Deputy Minister of the Ministry of Children and Family Development and any person authorized to act on his/her behalf respecting this Agreement.

2. Province's Obligations

The Province will pay to the Agreement Signatory on behalf of the Child an amount as described and in accordance with the terms and conditions set out in A Parent's Handbook: Your Guide to Autism Programs.

3. Agreement Signatory's Obligations

The Agreement Signatory shall:

- a) only use the Funds for expenses defined in paragraph 1 a).
b) open and maintain a separate bank account for the Child, in accordance with A Parent's Handbook: Your Guide to Autism funding Programs, into which only the Funds will be deposited and out of which only Funds for eligible Autism Expenses will be withdrawn. Payments from this separate account must come first from interest income then capital.
c) submit to the Province:
i) through a Professional Designated Accountant, a completed Accountant Confirmation form along with original detailed expense receipts or invoices with proof of payment. These must be submitted annually within 60 days of the end date of each Funding Period;
ii) bank statements for the separate account described in paragraph 3(b);
iii) within 60 days of the ending of this Agreement, any unexpended Funds. These unexpended Funds are a debt due and owing to the Province.
d) notify the Province in writing within 30 days when:
i) the Agreement Signatory's address changes;
ii) the Child is for any reason no longer in the Agreement Signatory's day-to day care, control and supervision at least 50% of the time;
iii) there is any change in circumstance which may eliminate or reduce the need for assistance.
e) be responsible for managing the Funds and maintaining financial records, including original expense receipts and or invoices with proof of payment for Autism Expenses (services, travel, training and equipment) all bank statements for the separate account referred to in subparagraph 3(b) and when requested to do so by the Province, make available all such records, invoices, receipts, bank statements, Accountant Confirmation form, Letters of Recommendation, Justification for Equipment/Supplies forms, and Autism Funding Branch expense approval letters for inspection, copying or audit.
f) be solely responsible for arranging for, assessing and selecting qualified service providers, that are at least 19 years of age and possess a clear and current criminal record check that is updated at least every 5 years.
g) not in any way commit or purport to commit the Province to the payment of any money.
h) indemnify and save harmless the Province, its employees and agents (each an Indemnified Party), from any and all losses, claims, damages, actions, causes of actions, costs and expenses that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, which are based upon, arise out of or

occur, directly or indirectly, by reason of any act or omission of the Agreement Signatory or any agent, employee or contractor of the Agreement Signatory pursuant to this Agreement, accepting always liability arising out of the independent negligent acts of the Indemnified Party.

- i) with regard to any obligations of the Agreement Signatory as an employer under the *Employment Standards Act, Workers Compensation Act, Human Rights Code, Employment Insurance Act, Income Tax Act or Canada Pension Plan Act*, or similar laws to which the Agreement Signatory may be subject:
  - i) be solely responsible for determining the Agreement Signatory's obligations under those laws, and the Agreement Signatory expressly acknowledges that the Province has made no representations with respect to any such obligations, and
  - ii) as applicable, comply with and pay all taxes, fees and assessments calculated to be due by the Agreement Signatory under those laws.
- j) Not assign this Agreement.

**4. Term of Agreement**

The term of this Agreement commences on the 1<sup>st</sup> day of,

\_\_\_\_\_  
(MONTH)

\_\_\_\_\_  
(YEAR)

**5. Termination**

- a) This Agreement automatically ends:
  - i) at the end of the month of the Child's 19<sup>th</sup> birthday;
  - ii) when the Child is no longer eligible to receive the Funds as determined in accordance with A Parent's Handbook: Your Guide to Autism Programs;
  - iii) at such a time as the Child no longer resides in British Columbia; or
  - iv) at such a time as the Child is, for any reason, no longer in the Agreement Signatory's care, control and supervision at least 50% of the time; whichever first occurs.
- b) If the Agreement Signatory fails to comply with any of his or her obligations under this Agreement, the Province may immediately terminate this Agreement by providing written notice to the Agreement Signatory and may pursue any other remedies the Province considers necessary or appropriate.
- c) The Province or Agreement Signatory may terminate this Agreement for any reason on 30 days written notice to the other party.
- d) If this Agreement is terminated pursuant to subparagraphs (a), (b) or (c):
  - i) the Province will be under no further obligation to the Agreement Signatory except to pay the Agreement Signatory an amount which is the amount of Funds that the Agreement Signatory is entitled to receive to the date the Agreement is terminated less the amount of any unexpended Funds determined in accordance with subparagraph 3(c); and
  - ii) Subparagraphs 3(a), (c), and (h) will, despite the expiration or termination of this Agreement, remain and continue in full force and effect.

**6. General**

- a) The Province's obligation to pay money to the Agreement Signatory is subject to the Financial Administration Act, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- b) The Province may take any steps it deems necessary to confirm that the Funds paid under this Agreement are used for eligible Autism Expenses.

- c) A person selected by the Agreement Signatory and paid with the Funds shall not be a person who is a parent of the Child as defined in the Family Law Act, or a person who lives in the same household as the Child.
- d) 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 to and received by the addressee, if given or 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 be prepaid post addressed, to the Province.
- e) The Agreement Signatory acknowledges that:
  - i) he/she is a legal guardian of the Child as defined in the Family Law Act, is authorized to exercise those parental responsibilities described in the Family Law Act, necessary for entering into and fulfilling the terms of this Agreement, and, has day-to-day care, control and supervision of the Child at least 50% of the time
  - ii) he/she has read the terms and conditions of this Agreement and is satisfied he/she understands it; and
  - iii) he/she has read A Parent's Handbook: Your Guide to Autism Programs and understands it.
  - iv) he/she consents to the verification of information provided and collection of information from third parties for the purpose of review, audit and verification under the *Freedom of Information and Protection of Privacy Act*.
- f) The Agreement Signatory acknowledges receipt of a copy of this Agreement.

**7. Total Assistance Payable**

Notwithstanding any other provision of this Agreement, in no event shall the amount payable to the Agreement Signatory for the benefit of the Child exceed, in any Funding Period, the amount established by the Province from time to time as the amount payable under the section entitled "Autism Funding: Ages 6–18 Program" in A Parent's Handbook: Your Guide to Autism Programs.

Signed on behalf of the Province by an authorized representative of the MCFD Autism Funding Branch on the

\_\_\_\_\_  
day of, \_\_\_\_\_, \_\_\_\_\_  
(MONTH) (YEAR)

MCFD AUTISM FUNDING BRANCH REPRESENTATIVE		
SIGNATURE		
TITLE		

Signed by the Agreement Signatory on the

\_\_\_\_\_  
day of, \_\_\_\_\_, \_\_\_\_\_  
(MONTH) (YEAR)

AGREEMENT SIGNATORY'S NAME (First/Middle/Surname)		
ADDRESS		
CITY/TOWN	POSTAL CODE	DAYTIME PHONE ( )
AGREEMENT SIGNATORY'S SIGNATURE		

This form was prepared by/with the assistance of:  
(Please print clearly)

MCFD REPRESENTATIVE	DATE (YYYY/MM/DD)
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