

FORM 2

(*Family Services Act*, S.N.B. 1980, c.F-2.2, s.44(1)(a))

DEPARTMENT OF SOCIAL DEVELOPMENT
PROVINCE OF NEW BRUNSWICK

CUSTODY AGREEMENT

This Agreement made on the day of, 20.....

BETWEEN: THE MINISTER OF FAMILIES AND CHILDREN as represented by
.....
(an appropriate person authorized by the Minister under paragraph 3(1)(b)
of the *Family Services Act*, called in this Agreement “the Minister”)

- and -

..... who lives
(name of Parent)

at
(address)

..... who lives
(name of Parent)

at
(address)

(called in this Agreement “the Parent(s)”)

The Parent(s) is(are) the lawful guardian(s) of the following child(ren) (the “child(ren)”):

..... who was born on at
(name of child) (day/month/year) (place of birth)

..... who was born on at
(name of child) (day/month/year) (place of birth)

..... who was born on at
(name of child) (day/month/year) (place of birth)

..... who was born on at
(name of child) (day/month/year) (place of birth)

..... who was born on at
(name of child) (day/month/year) (place of birth)

The Parent(s) agree(s) that the Minister take the child(ren) into the Minister’s custody, care and control for the following reasons (*list*):

For the reasons stated, the Parent(s) wish(es) to enter into a Custody Agreement with the Minister. The Minister agrees to provide care for the child(ren) to the extent that the Parent(s) cannot on the following terms and conditions:

1. Term of Agreement

The child(ren) will be in the custody, care and control of the Minister for a period beginning
. and ending
(date) (date)

2. Responsibilities of the Minister

During the period of this Agreement the Minister will:

- (a) provide care for the child(ren) that will meet the child(ren)'s physical, emotional, religious, educational, social, cultural and recreational needs;
- (b) keep the Parent(s) informed of the child(ren)'s progress;
- (c) notify the Parent(s) as soon as possible of any emergency involving the child(ren) or any absence of the child(ren) from the Minister's care;
- (d) work with the Parent(s) to plan for the return of the child(ren) to the Parent(s);
- (e) consider any wishes of the child(ren) or the Parent(s) that have been expressed to the Minister with respect to any placement or planning the Minister proposes for the child(ren); and
- (f) advise the Parent(s) wherever possible before the Minister and a foster parent enter into a foster parent arrangement with respect to the child(ren).

3. Responsibilities of the Parent(s)

During the period of this Agreement the Parent(s) will:

- 9 (a) work with the Minister and the child(ren) to plan for the return of the child(ren);
- (b) visit the child(ren) on a regular basis at times, dates and places arranged with the Minister on the terms for visiting set out in this Agreement; and
- (c) notify the Minister of any change of address.

4. Medical and School Records

The Parent(s) authorize(s) and consent(s) to the Minister’s inspecting or obtaining copies of all records relating to the child(ren) that are necessary, in the Minister’s opinion, to provide services to the child(ren). The Parent(s) agree(s) that if written consent of the Parent(s) is needed to release any records required by the Minister or required to permit the Minister to inspect any records, the Parent(s) will execute the consent forms upon the request of the Minister.

5. Specific Treatment

The Parent(s) authorize(s) the Minister to arrange for the following treatment for the child(ren) (*List specific medical, surgical, dental or psychiatric treatment.*):

.....
.....

The Parent(s) understand(s) that the Minister may ask the Parent(s) to give consent for treatment and such consent shall not be unreasonably withheld.

6. Emergency Treatment

The Parent(s) authorize(s) the Minister to obtain any treatment for the child(ren) that, in the opinion of the Minister, is necessary in an emergency.

7. Placement

The Parent(s) agree(s) that the Minister may place the child(ren) in any facility the Minister considers appropriate for the child(ren).

8. Helping with the Cost of Care

The Parent(s) agree(s) to contribute to the cost of the child(ren)’s care an amount determined in accordance with the appendix to this Agreement and the appendix shall form part of this Agreement.

9. Review

The Parent(s) and the Minister agree that the terms and conditions of this Agreement will be reviewed by them at least once before the period of custody, care and control ends and earlier if the Parent(s) or the Minister elects to terminate the Agreement and has given thirty day’s notice of termination to the other party.

10. Special Terms

The following special terms form part of this Agreement:

Visits:

Place:

Time: every from to

11. The Parent(s) or the Minister may terminate this Agreement at any time upon giving the other party thirty days written notice of intention to terminate.

12. Minister's Liability

It is understood and agreed by the Parent(s) that, except where the Minister or any appropriate person authorized by the Minister under paragraph 3(1)(b) of the *Family Services Act* is negligent, the Minister or the appropriate person shall not be subject to an attachment, action, suit, fine or imprisonment for or by reason of any act or thing done by the Minister or the appropriate person under and by virtue of this Agreement.

13. Explanation

The Parent(s) acknowledge(s) that the terms and purposes of this Agreement have been explained to the Parent(s) before signing.

..... (date) (signature of witness) (the Minister of Families and Children)
		per:)
..... (date) (signature of witness) (signature of Parent)
..... (date) (signature of witness) (signature of Parent)

81-144; 85-17; 88-189; 90-126; 2000, c.26, s.115; 2008, c.6, s.18; 2012-40; 2016, c.37, s.68