

- CARE AGREEMENT -

Mamow Obiki-ahwahsoowin

_____ **First Nation**

Declaration



Mi hii kun L" Δᐅᑲᐅ

The wolves' social structure is organized according to rank-oriented social hierarchies where the Alpha female and male are the leaders. Each member has responsibilities from gathering to care of the young.

FIRST NATION CONSENT AND DECLARATION

In the Matter of the Following Child (ren): (or as named in the attached Schedule "A")

Name

Name

Name

Name

Name

Name

THE _____ FIRST NATION, IN ACCORDANCE WITH ITS CUSTOMS, ITS INHERENT AUTHORITY AND RESPONSIBILITY FOR ITS CHILDREN AND IN COMPLIANCE WITH PART IV OF THE *CHILD, YOUTH AND FAMILY SERVICES ACT* AND CONSENTS TO THE FOLLOWING:

1. First Nation Declaration, Signed Care Agreement

The First Nation declares that the child(ren) shall be cared for in accordance with the custom of the First Nation and be placed in the care of caregiver(s) or customary care parent(s) in accordance with the terms and conditions of the attached Mamow Obiki-ahwahsoowin Care agreement.

The First Nation further declares that Tikinagan Child and Family Services was created by the Chiefs to assist them in providing customary care for their children utilizing the Mamow Obiki-ahwahsoowin model and that children placed with caregivers shall be supported by Tikinagan, who:

(1) will provide a financial subsidy to the caregivers; and

(2) will have decision making authority for the child in accordance with the attached Mamow Obiki-ahwahsoowin Care Agreement.

OR

2. **First Nations Declaration, Signed Supervision Agreement**

The child is to be cared for in accordance with the custom of the First Nation and is to be placed under the supervision of Tikinagan Child and Family Services in the care of:

Parent or Caregiver Name

OR

Parent or Caregiver Name

3. **First Nation Declaration/Care By First Nation Authority**

The First Nation declares that the child(ren) shall be cared for in accordance with the custom of the First Nation and be in the care of Tikinagan Child and Family Services from _____ for a 30 day period.

The child will remain/be placed in the care of _____ of _____ First Nation
print name(s) of caregiver(s)

who will provide care and day to day guidance for the child, for the period of this Declaration under First Nation Authority.

NOTE: First Nation Declaration/Care by First Nation Authority is not to be used without the consent of the service manager.

THE UNDERSIGNED FIRST NATION DOES, BY ITS SIGNATURES, MAKE THE ABOVE DECLARATION

DATED the _____ day of _____, 20_____.

First Nation Signatures:

_____ **FIRST NATION**

(THE CHILD(REN)'S FIRST NATION)

The number of Band Council members required for a quorum is _____.

_____ Chief	_____ Deputy Chief	_____ Head Councillor
_____ Councillor	_____ Councillor	_____ Councillor
_____ Councillor	_____ Councillor	_____ Councillor



Mamow Obiki-ahwahsoowin Care Agreement



This Agreement is New Extension Long Term

This Agreement is effective on the _____ day of _____, 20_____

In the Matter of the Following Child(ren): (or attach a Schedule "A")

_____	_____	_____
name	date of birth	band number
_____	_____	_____
name	date of birth	band number
_____	_____	_____
name	date of birth	band number
_____	_____	_____
name	date of birth	band number
_____	_____	_____
name	date of birth	band number
_____	_____	_____
name	date of birth	band number

and between:

_____ Mother _____ Father

* _____ Caregiver * _____ Caregiver

_____ Mamow Obiki-ahwahsoowin Caregiver _____ Mamow Obiki-ahwahsoowin Caregiver

_____ Child over 12 years of age _____ Child's First Nation

_____ Host First Nation _____ Other First Nation

*Caregiver(s) - if parents do not normally care for the child

1. Protection Concerns

1.1. The following child protection concerns have been identified and the parents/caregivers are unable to care for the child for these reason(s) (check one or more)

- (a) Physical harm or neglect
- (b) Risk of physical harm or neglect
- (c) Sexual abuse
- (d) Risk of sexual abuse
- (e) Failure to provide necessary medical treatment
- (f) Emotional harm/Pattern of neglect.
- (g) Emotional harm.
- (h) Risk of emotional harm/Pattern of neglect.
- (i) Risk of emotional harm.
- (j) Untreated mental, emotional or developmental delay
- (k) Abandonment
- (l) Child under 12 has killed or seriously injured another person or caused serious property damage.
- (m) Child under 12 has caused injury or property damage and parent cannot supervise
- (n) Parent is unable to care for the child and consents to Tikinagan’s care.
- (o) Child’s parent has died or is unavailable to exercise the rights of custody over the child.

1.2. Describe Details:

The Parties Agree as follows:

2. Type of Care Agreement:

- a voluntary agreement placing the child(ren) in the care of the caregiver;
- a long-term Mamow Obiki-ahwahsoowin Care Agreement until the child reaches the age of 18 year;

3. Duration of Agreement

The duration of this Agreement is:

- a) for a period of _____ **months** commencing on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____ .
- b) This Agreement is on a long-term basis until the child reaches the age of 18 commencing on the _____ day of _____, 20_____.

4. Placement

The Parties agree that the children shall be placed in the care of

- Mamow Caregivers
- | | |
|-----------------|---------------------|
| _____ | _____ |
| (Name of Child) | (Name of Caregiver) |
| _____ | _____ |
| (Name of Child) | (Name of Caregiver) |
| _____ | _____ |
| (Name of Child) | (Name of Caregiver) |
| _____ | _____ |
| (Name of Child) | (Name of Caregiver) |
| _____ | _____ |
| (Name of Child) | (Name of Caregiver) |

Tikinagan Child and Family Services agrees to notify the parties about any change in the child's placement.

5. Review, Extension or Termination of This Agreement

5.1. A review of this Agreement will occur:

- (a) prior to its termination date;
- (b) prior to a change in the care of the child(ren);
- (c) at the request of any party.

5.2. This Agreement can be extended for a further period upon the signing of a further Agreement between the parties, prior to the end date of this Agreement.

5.3. This agreement will terminate:

- (a) on the end date, unless extended; or
- (b) upon fifteen (15) days written notice by one party to all other parties, except in the case of a long-term care agreement.
- (c) six months-notice in the case of a long-term care agreement

6. Agreement of the Parties

Each party agrees to the care decision made in this Agreement in regard to the child(ren) and to meet their obligations in regard to the child(ren) and family.

6.1. The Parents

The parents/caregivers of the child(ren) agree that:

- (a) the child(ren) shall be placed with the Mamow Obiki-ahwahsoowin caregivers who will provide care and supervision for the child;
- (b) the placement of the children shall be assessed and monitored by Tikinagan;
- (c) services and financial assistance will be provided by Tikinagan to the caregivers;
- (d) Tikinagan can make any decisions necessary for the child(ren) in consultation with the parents, the Mamow Obiki-ahwahsoowin caregivers and the First Nation;
- (e) the parents/caregivers will follow the plan of care, will not interfere with the

- placement, and will notify Tikinagan of any change in their address or circumstances;
- (f) the parents/caregivers will be cooperative and sign any consents for the release of information as required by Tikinagan
 - (g) the parents/caregivers shall provide financial assistance for the child as agreed upon by the parties;
 - (h) the parents/caregivers agree to abide by visiting arrangements that are agreed upon by the parties.

6.2. The First Nations

The First Nations involved agree that:

- (a) The child(ren) are members or entitled to be registered with _____ First Nation.
- (b) The First Nation consents to the placement of the child(ren) and the plan of care.
- (c) The First Nation has attached to this Agreement, its Consent and Declaration.
- (d) _____ will be the host First Nation to the child(ren),
_____ and agrees to care for and provide protection to the child(ren) as though the child(ren) were their own.

6.3. Child(ren) over the age of 12 Years

A child of the age of 12 or older, by their signature on this agreement, agrees to participate and be involved in their plan of care and with any other matters pertaining to their care.

6.4. The Mamow Obiki-ahwahsoowin Caregivers

The Mamow Obiki-ahwahsoowin caregivers agree to take the child into their care and provide day to day care and guidance to the child and further agree to the following:

- (a) to follow the service standards established by Tikinagan Child and Family Services for Mamow Obiki-ahwahsoowin caregivers;
- (b) to inform Tikinagan Child and Family Services of any serious occurrence involving the child, or any acts that could result in Youth Criminal Justice charges or liability to Tikinagan or the caregivers;
- (c) to communicate with Tikinagan Child and Family Services with respect to the health,

educational and or special needs of the child;

- (d) to co-operate with Tikinagan Child and Family Services with respect to all Tikinagan foster care standards, including the home study, foster care training and support, monitoring and supervision of the placement, and participation in development and implementation of Plans of Care for the child;
- (e) to make decisions according to the plan of care, when delegated by Tikinagan Child and Family Services to do so;
- (f) not to return the child to the parents/caregivers without the consent of Tikinagan Child and Family Services;
- (g) to notify Tikinagan Child and Family Services of any visits between the parents/caregivers and the child not authorized by Tikinagan.
- (h) to notify Tikinagan Child and Family Services of any change of residence;
- (i) not to travel out of the Province of Ontario or out of country, without the prior written consent of Tikinagan Child and Family Services.

6.5. Tikinagan Child and Family Services

Tikinagan Child and Family Services agrees that it will:

- (a) maintain a current home study of the Mamow Obiki-ahwahsoowin caregivers;
- (b) provide a subsidy for care of the child to the Mamow Obiki-ahwahsoowin caregivers in accordance with Tikinagan Child and Family Services policies;
- (c) provide services to the child, parents and Mamow Obiki-ahwahsoowin caregivers that are consistent with Tikinagan policies;
- (d) inform the affected party of any actions taken as a result of any serious occurrence involving the child;
- (e) make appropriate arrangements for parental access to the child in accordance with Tikinagan's policies and guidelines;
- (f) have the right to receive the Children's Special Allowance on behalf of the child;
- (g) not become involved with child custody disputes unless there are child protection concerns;
- (h) develop, revise and implement a plan of care that is in the best interests of the

child(ren);

- (i) fulfill its mandate.

7. Medical and Other Authorization

7.1. Tikinagan Child and Family Services will have decision making authority for the child for medical and other decisions, except in the following situations:

- (a) The Mamow Obiki-ahwahsoowin caregivers may provide consent for emergency medical, surgical, dental psychological or diagnostic treatment and/or anaesthetic care for the child and shall immediately inform Tikinagan of this.
- (b) When delegated by Tikinagan Child and Family Services, the Mamow Obiki-ahwahsoowin caregiver may grant their consent and permission to obtain any form of medical, surgical, dental, psychological or diagnostic treatment and/or anesthetic care for the child which a duly qualified medical or dental practitioner may, from time to time recommend as necessary in the best interest of the child.
- (c) The Mamow Obiki-ahwahsoowin caregivers may provide consent to a specific medical, surgical, dental psychological or diagnostic treatment and/or anaesthetic care for the child which a duly qualified medical or dental practitioner recommends, as necessary in the best interest of the child, and when specifically authorized in writing after consultation with the parents, First Nation(s), and Tikinagan.

7.2. The parties acknowledge that Tikinagan Child and Family Services policy and practice includes parents to participate in critical medical decision making including medical issues which are life threatening or affect quality of life.

7.3. The parents/caregivers acknowledge that the consent and permission granted shall allow Tikinagan Child and Family Services to make decisions according to the plan of care that are in the best interests of the child.

7.4. The parties acknowledge that a psychotropic drug shall not be administered to a child or young person without a consent from a parent; or without a consent in accordance with the *Heath Care Consent Act, 1996*.

This Mamow Obiki-ahwahsoowin Care Agreement was presented to and its details explained to all persons signing this agreement.

The Consent and Declaration of the First Nation which is attached to this Agreement, represents the approval of the Child's First Nation of this Agreement.

The other parties to the Agreement are signing the Agreement voluntarily, understanding its terms and representing their commitment to this plan.

All parties acknowledge that they should obtain independent legal advice before signing this Agreement. By signing, all parties are acknowledging that they are satisfied with the independent legal advice received, or are waiving the need to obtain independent legal advice.

Signatures

_____	_____	_____
Date	Parent/Caregiver	Witness
_____	_____	_____
Date	Parent/Caregiver	Witness
_____	_____	_____
Date	Mamow Obiki-ahwahsoowin Caregiver	Witness
_____	_____	_____
Date	Mamow Obiki-ahwahsoowin Caregiver	Witness
_____	_____	_____
Date	Child - 12 yrs or older	Witness
_____	_____	_____
Date	Child - 12 yrs or older	Witness
_____	_____	_____
Date	Child - 12 yrs or older	Witness
_____	_____	_____
Date	for Tikinagan Child and Family Services (Worker)	Witness
_____	_____	_____
Date	for Tikinagan Child and Family Services (Supervisor)	Witness
_____	_____	_____
Date	for Tikinagan Child and Family Services (Service Manager)	Witness
_____	_____	_____
Date	for (Host)_____First Nation	Witness
_____	_____	_____
Date	for (Other)_____First Nation	Witness
_____	_____	_____
Date	for (Other)_____First Nation	Witness

* Caregiver(s) - if parents do not normally care for the child

COPIES OF THIS AGREEMENT TO BE PROVIDED TO ALL PARTIES:

- Parents
- Child over 12 years of age
- First Nation(s)
- Caregivers (if parents do not normally care for child)
- Mamow Obiki-ahwahsoowin Caregivers
- Original to be filed with Tikinagan Child and Family Services