

NLHA'7KAPMX
CHILD AND FAMILY SERVICES
BRITISH COLUMBIA
MEMORANDUM OF UNDERSTANDING

**Niha'7kapmx Child and Family Services
&
The British Columbia Ministry of Social Services**

A Memorandum of Understanding between the Niha'7kapmx Child and Family Services and the Ministry of Social Services, hereby referred to collectively as the Parties.

Broad Principles

The Niha'7kapmx Child and Family Services is mandated by six bands of the Niha'7kapmx Nation to negotiate a transfer of Child and Family Services responsibilities to these communities. A Memorandum of Understanding was signed by Spuzzum Band, Skuppah Band, Siska Band, Oregon Jack Creek Band, Nicomen Band, Kanaka Bar Band, Boothroyd Band, Boston Bar Band, Ashcroft Band, Cook's Ferry Band and the Lytton First Nation validating the mandate. The six Bands of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band continue at this time in their commitment to transfer authority for child and family services to these aforementioned communities. The Mandate of the Niha'7kapmx Child and Family Services is acknowledged by the Department of Indian and Northern Affairs Canada.

The Ministry of Social Services has a legal responsibility to provide a wide range of statutory social services to citizens of the Province of British Columbia.

Whereas the Minister of Indian Affairs and Northern Development is providing funding to deliver programs and services for the benefit of the Niha'7kapmx First Nation community members represented by the Niha'7kapmx Child and Family Services Society.

Through the following agreement the Parties recognize the Niha'7kapmx communities desire to rebuild and strengthen the Niha'7kapmx families including but not restricted to their traditional way of life, their values and beliefs, their rich cultural heritage, and their language. The Parties also recognize the right of the Niha'7kapmx communities to protect their children and families and the privilege to provide services to all members of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band.

Goal Statements

1. To promote and maintain harmonious working relationships between the Niha'7kapmx Child and Family Services, Ministry of Social Services and the Department of Indian and Northern Development;

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2. To work cooperatively in developing resources and support systems within the Niha'7kapmx communities, aiming at reducing and eventually eliminating the need for the Ministry of Social Services to apprehend Niha'7kapmx children or otherwise intervene in the natural social development of Niha'7kapmx community members;
3. To promote the placement of Niha'7kapmx children-in-care within their extended families and to continue the process of returning Niha'7kapmx children to their families and community;
4. To cooperate in the planning, implementation, and evaluation of services and programs aiming at enhancing social services within the Niha'7kapmx communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band;
5. To work cooperatively in the process of transferring legislative responsibility for Child Welfare Services to Niha'7kapmx Child and Family Services.

Process

1. This Memorandum of Understanding will be monitored and coordinated through a Coordinating Committee comprised of representatives from the Ministry of Social Services, the Niha'7kapmx Child and Family Services, and the Department of Indian and Northern Development and other community representatives mutually agreeable to all Parties;
2. The Coordinating Committee will oversee all initiatives and projects emerging out of this Memorandum of Understanding and will make arrangements for proper evaluations to ensure the goals are being met. Continuation of this Memorandum of Understanding is subject to the mutual agreement of the Niha'7kapmx Child and Family Services, Ministry of Social Services, and the Department of Indian and Northern Development and upon successful evaluations of future initiatives/projects;
3. The Coordinating Committee will meet a minimum of four times per year.

Terms of Reference

The initial Terms of Reference for the Coordinating Committee will be as follows:

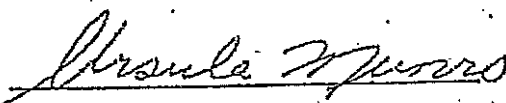
1. Fundamental Rights: The Parties agree that it is a fundamental right of the Niha'7kapmx Child and Family Services to provide services to all the members of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band in a culturally sensitive manner respecting the Niha'7kapmx culture, values, and spiritual beliefs. *The right and privilege to care for our own families dates back to time immemorial;*
2. Family Workers: The Ministry of Social Services will allocate human resources to work jointly with Niha'7kapmx Child and Family Services staff. The Coordinating Committee will ensure that Ministry staff receives an orientation to the cultural and spiritual values of the Niha'7kapmx people;
3. Band Visiting Program: The Coordinating Committee will act as a liaison body that will facilitate contacts between Niha'7kapmx children-in-care and Band representatives;
4. Development of Local Resources: The Coordinating Committee will work towards developing appropriate resources for Niha'7kapmx children. *Emphasis will be placed in: 1) develop support systems for children-in-care; and 2) assess all the Guardianship Financial Agreements within the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band and convert those that qualify into Foster Care Agreements;*
5. Financial: No one party will be held financially responsible under this Memorandum of Understanding. It is agreed however, that the Parties will commit human and material resources to the best of their ability so as to achieve the goals of this agreement.

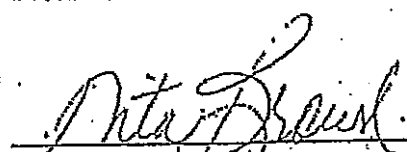
Conclusion


1. This Memorandum of Understanding is viewed by the Parties as a transitional agreement aiming at enhancing the working relationships of both organizations and to improve the delivery of social services to the members of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band;


2. The Coordinating Committee will exist for as long as this Memorandum of Understanding is in effect;
3. This Memorandum of Understanding does not preclude the Niha'7kapmx Child and Family Services from further pursuing the establishment of future social services programs. Particularly, it does not prevent the Niha'7kapmx Child and Family Services from pursuing the development of its own Child and Family Services Program, in fact, this Memorandum of Understanding will facilitate such process;
4. This Memorandum of Understanding is entered into on the basis of the express agreement between the Parties that it is without prejudice to the aboriginal title and rights of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band and in no way is to be construed as a derogation of the Niha'7kapmx right of self-governance or an acceptance of provincial jurisdiction within the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band.

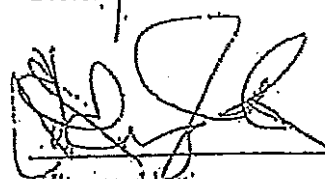
This Memorandum of Understanding signed on this 22nd day of September, 1994 at Lytton, British Columbia.


For Niha'7kapmx Child and Family Services:
Ursula Munro, Co-Chairperson
Niha'7kapmx Child and Family
Services


For Niha'7kapmx Child and Family Services:
Nita Brown, Co-Chairperson
Niha'7kapmx Child and Family
Services


For the Province of British Columbia:
The Honorable Joy McPhail
Minister of Social Services


Witnessed by:
Juan Cereño, M.S.W., Executive Director
Niha'7kapmx Child and Family
Services


Witnessed by:
W.H. English, Area Manager, G3A
Kamloops Rural Area
Ministry of Social Services

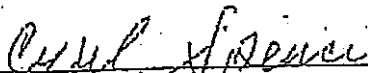
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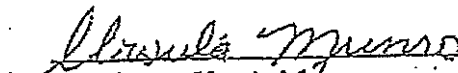
Chief David Walkem
Cook's Ferry Band



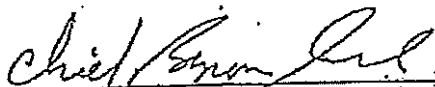
John Jones
Cook's Ferry Community Representative



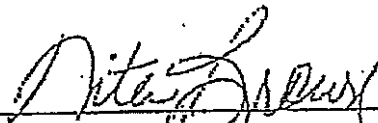
Chief Cyril Spence
Nicomen Band



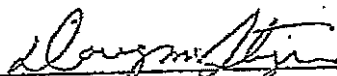
Ursula Munro
Nicomen Community Representative



Chief Byron Spinks
Lytton First Nation



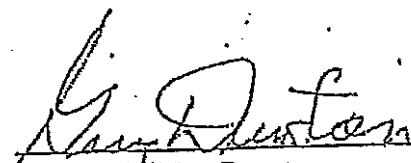
Nita Brown
Lytton Community Representative



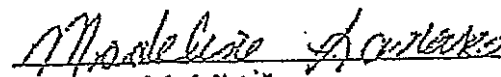
Chief Doug McIntyre
Skuppah Band



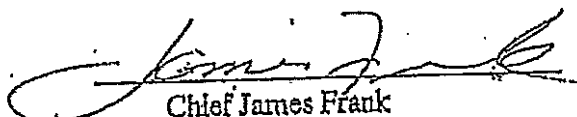
Peter Vlahos
Skuppah Community Representative



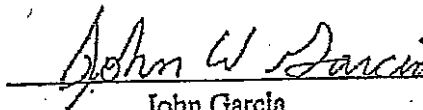
Chief Guy Dunstan
Siska Band



Madeline Lanaro
Siska Community Representative



Chief James Frank
Kanaka Bar Band



John Garcia
Kanaka Bar Community Representative

NLHA'7KAPMX CHILD AND FAMILY SERVICES

BRITISH COLUMBIA

CHILD WELFARE AGREEMENT

AUGUST 1994

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Band Council Resolutions Authorizing Niha'7kapmx Child and Family
Services Society

Appendix B
Amendments to Band Council Resolutions Limiting the Ministry of Social
Services on Reserve

Appendix C
Niha'7kapmx Child and Family Services
Program Manual

Niha'7kapmx Child and Family Services

British Columbia

Child Welfare Agreement

This agreement entered into the 22nd day of September, 1994

Between:

The following communities: Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band hereafter sometimes referred to as the Niha'7kapmx communities.

and

Niha'7kapmx Child and Family Services, a Non-Profit Society to be registered in the Province of British Columbia, and/or as a Federal Non-Profit Society should the need arise, hereafter referred to as Niha'7kapmx Child and Family Services.

and

Her Majesty The Queen, In Right of The Province of British Columbia Herein Represented for the purposes of this agreement by the Ministry of Social Services, hereafter referred to as British Columbia.

Whereas the Nlha'7kapmx communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band have never relinquished their historical right and privilege to protect and care for their children and families to any Municipal, Provincial or Federal governments in Canada;

Whereas provincial authorities assumed the authority to provide child welfare services to Nlha'7kapmx community members without consultation and comment from Nlha'7kapmx community leaders and members;

Whereas in spite of historical developments and present legislation, the Nlha'7kapmx communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band have served notice of their interest to deliver Child and Family services to members of these communities;

Whereas the Nlha'7kapmx communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band have served notice of their intent to be involved in delivery of Child and Family Services to all Nlha'7kapmx children who are members of these respective communities resident anywhere in British Columbia;

Whereas British Columbia agrees that any arrangement for the funding and administration of child welfare services to the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band will not prejudice the treaty, constitutional, aboriginal or inherent rights of Nlha'7kapmx people of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band nor alter any obligation of Canada to Nlha'7kapmx people of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band pursuant to treaties, statutes and the Constitution nor affect any self-government rights of the Nlha'7kapmx people of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band that may be negotiated in future constitutional negotiations;

Whereas the Nlha'7kapmx communities have maintained inherent, historical equity jurisdiction regarding children and families who have the right to equal protection and benefit under the law;

Whereas Nlha'7kapmx communities have already exercised their historical and inherent aboriginal right to provide child welfare services to their Band members independently from the authority of the Province of British Columbia for the past two years;

Whereas British Columbia, by virtue of the Family and Child Service Act has legislative authority in relation to the protection of children;

Whereas the Nlha'7kapmx communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band wish to maintain their cultural integrity as Nlha'7kapmx people and have a special interest in the welfare of Nlha'7kapmx children as members and as the future of these communities;

Whereas the Nlha'7kapmx communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band have by their member Bands passed Chief and Council resolutions approving the creation of the Nlha'7kapmx Child and Family Services for the express purpose of entering into this agreement with respect to provision of Child and Family Services to community members and which resolutions are attached hereto and form part hereof as Appendix "A";

Whereas British Columbia has exercised its responsibilities in respect of Child and Family Services in the Province pursuant to the Family and Child Service Act and programs and services established pursuant thereto;

Whereas the parties to this Agreement consider it essential that Child and Family Services continue to be available to the members of the Nlha'7kapmx communities;

Whereas the parties recognize that mechanisms for and delivery of Child and Family Services to Nlha'7kapmx community members should be provided by the Nlha'7kapmx Child and Family Services in such manner, as to respect the culture of the Nlha'7kapmx communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band including their traditions, culture, language, spirituality and the relevance of the extended family;

Whereas the parties have reviewed the Nlha'7kapmx Child and Family Services Program document with the opportunity to provide critical input into the aforementioned document and are satisfied with all revisions and agree with the spirit, principle and content of this above mentioned document as the Nlha'7kapmx Child and Family Services Program to be gradually implemented;

Now therefore the parties to this Agreement agree as follows:

I Definition of Terms

1. The Parties agree to the following terms:

Community

The Niha'7kapmx Community is made up of both native and non-native people living within the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band as well as community members who do not live within these communities.

Elder

An Elder is considered to be any community member regardless of age who is of good character and is respected in the community, knows the history, culture and language and is willing to share this knowledge with other community members.

Child

A person whose physical, emotional and mental development is not finished and who requires the guidance and direction of an adult to complete this development. A person under the age of 19 years.

Parent

Natural parents, extended family members and any other person who has a significant relationship with and care of the child can be considered a parent. The primary responsibility and care of the child is recognized through legal guardianship and custody of the child which can be granted through court, community processes, or by private agreements.

Parenting

A relationship between any adult and child in which the adult provides care and attention to a child so the survival, security and physical, emotional, mental and spiritual development of the child is assured. Without this assurance no parental relationship exists between the adult and the child.

Family

A group of people who share a common identity and relationship, a sense of belonging to and with each other and membership in the family gives an individual a sense of who they are and where they belong.

First Nations Child and Family Services

Child welfare and other services or programs which may be agreed to by the Niha'7kapmx Child and Family Services Society and the Province of British Columbia and which are not inconsistent with the Family and Child Service Act and the Family Relations Act, R.S.B.C. and any regulations or amendments made pursuant thereto. It is recognized that there are pending legislative changes to the aforementioned statutes and the parties to this agreement agree to adhere to such statutory changes.

Niha'7kapmx Child and Family Services

This is the Child and Family Services Program consisting of a full range of preventative, educational and remedial services administered by the Niha'7kapmx Child and Family Services Society. Authority for the provision of such services is pursuant to the Family and Child Service Act, the Family Relations Act, and the Adoption Act, inter alia, Province of British Columbia and any amendments and regulations thereto. Personnel will be recommended according to the criteria of Niha'7kapmx Child and Family Services, to the Superintendent of Family and Child Service for transfer/delegation of authority to carry out child and family services. Child protection and family support services are provided to both native and non-native people living within the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band as well as community members who live outside these communities.

Maintenance Costs

The costs of the daily living needs of eligible children admitted to the care of the Niha'7kapmx Child and Family Services Society program under the regulations of the Family and Child Service Act, and/or the Family Relations Act and any amendments and regulations thereto. These costs pertain to the basic needs (food, clothing and other maintenance items) and other supports based on the unique requirements of the child in their placement as defined and administered under provincial policies and procedures and as amended from time to time.

Operational Costs

The costs of staffing, salaries and benefits, staff development, training, honoraria, administration, travel, research, legal services and intervention/prevention services provided by the Niha'7kapmx Child and Family Services Society through the Niha'7kapmx Child and Family Services program.

Per Diem Rates

The daily rates reimbursed by Canada to the Niha'7kapmx Child and Family Services Society for maintenance costs of eligible children in all categories of care are according to the per diem rates established by the Province of British Columbia and amended from time to time.

Resident on a Reserve

Anyone living within reserve boundaries and, in the case of a Niha'7kapmx child includes that Niha'7kapmx child regardless of their residency, where one of their custodial parents or legal guardians is ordinarily residing on lands set aside for the Cook's Ferry, Nicomen, Lytton, Skuppah, Siska and Kanaka Bar Bands.

Superintendent

The person assigned under the Family and Child Service Act and according to any amendments and regulations thereto as the Superintendent of Family and Child Service of British Columbia to provide and develop Ministry services.

II Purpose of the Agreement

2. The parties agree that:

(a) This Agreement will provide the mechanism, jurisdiction and guiding principles of the provision of Niha'7kapmx Child and Family Services to all persons who are members of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band;

(b) This Agreement will permit the Niha'7kapmx Child and Family Services to provide Child and Family Services to persons who are members of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band as provided by this agreement;

(c) Nothing in this agreement shall prejudice any treaty, constitutional, aboriginal, or inherent right of the Niha'7kapmx communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band to be provided with services of a similar nature;

(d) This agreement is entered into by the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band as an interim measure pending recognition of the Niha'7kapmx communities jurisdiction in relation to Niha'7kapmx Child and Family Services and nothing herein shall prejudice the treaty, constitutional, aboriginal or inherent rights of Niha'7kapmx people of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band pursuant to treaties, statutes and the constitution, nor affect any self-government rights of the Niha'7kapmx people of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band that may be negotiated in future constitutional and/or government to government negotiations.

III Continuing Application of Federal and Provincial Programs and Services

3. The Parties Agree that:

(a) Nothing in this Agreement shall affect the entitlement of the Nlha'7kapmx communities to the continuing operation of any provincial or Nlha'7kapmx Child Welfare programs, other than Nlha'7kapmx Child and Family Services as defined by this Agreement, and the programs administered by Canada in respect of Indian Child Welfare;

(b) It is recognized that persons who are resident on a reserve shall be entitled to receive Child and Family Services to the same comparable level of quality and access which are available to other residents of the Province of British Columbia;

(c) It is recognized that the Nlha'7kapmx Child and Family Services is the designate of each respective community for the purpose of administering and delivering Child and Family Services to the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band;

(d) It is recognized that the Nlha'7kapmx Child and Family Services shall be consulted and shall be entitled to notice of and to make submissions regarding any determination affecting the provision of Child and Family Services including substitute care, to Nlha'7kapmx children residing off reserve;

(e) In the event that the Parliament of Canada enacts legislation which makes specific provision for child welfare services for aboriginal children, the parties shall commence within a reasonable length of time after the enactment of such legislation, a study of the effects of such legislation on this agreement.

IV Principles for Provision of Programs

4. The Niha'7kapmx communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band agree to provide Niha'7kapmx Child and Family Services through the term of this agreement in accordance with the following principles;

(a) Members of the Niha'7kapmx communities are entitled as a minimum to a comparable level and quality of Child and Family Services as all other residents of the Province of British Columbia;

(b) Members of the Niha'7kapmx communities have the primary responsibility and authority to provide, and are the first and preferred resources for, the nurturing and protection of Niha'7kapmx children;

(c) Aboriginal people have a special status and rights provided by inherent jurisdiction;

(d) Decisions are made so the best interests of the child are maintained within the context of the child's family, community and First Nation;

(e) Families may need support in their parenting of children and children may require substitute care;

(f) The Niha'7kapmx Child and Family Services in determining the placement of a Niha'7kapmx child in substitute care shall ensure that the child's right to preservation and enhancement of their native identity, culture and heritage is maintained by following these placement priorities:

- (i) immediate family or extended family regardless of residence;
- (ii) other native families within the community of origin;
- (iii) other native families in other Niha'7kapmx communities;
- (iv) non native families residing within the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band;
- (v) native families living in other First Nations.

(g) The Niha'7kapmx Child and Family Services shall be designed to reflect and preserve the culture, traditions, history, language and spirituality of Niha'7kapmx people;

(h) The Niha'7kapmx Child and Family Services shall be delivered primarily through native participation and management of such services;

(i) The provision of programs and the development of new programs shall involve the people of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band and reflect Niha'7kapmx people's values and needs;

(j) Elder involvement in program activities is encouraged and supported.

V Roles and Responsibilities of the Parties

5. The Parties hereby agree that it is their joint responsibility to provide for the Niha'7kapmx Child and Family Services Programs authorized under this agreement through complimentary roles and responsibilities as follows:

(a) The Niha'7kapmx communities undertake to provide the Niha'7kapmx Nation Child and Family Services Programs as established by this agreement.

(b) British Columbia undertakes to:

(i) transfer/delegate the authority to the Niha'7kapmx Child and Family Services to provide Child and Family Services to all members of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band.

(c) The parties agree to participate on a Management Steering Committee which committee shall:

- (i) consist of two representatives each from the Niha'7kapmx Child and Family Services and the Ministry of Social Services;
- (ii) be responsible for the interpretation of all matters regarding this agreement;
- (iii) review reports and recommendations from the parties;
- (iv) study review and assess any other matter related to this agreement;
- (v) provide a forum for discussion and resolution of any matters or issues arising out of or from the implementation of this agreement;
- (vi) make recommendations to the Niha'7kapmx Child and Family Services and British Columbia concerning the improvement of Niha'7kapmx Child and Family Services;
- (vii) appointment and removal of committee members will be reviewed by the management steering committee every two years or as necessary according to the constitution and society process;
- (viii) a quorum of the committee shall consist of all members thereof;
- (ix) a decision of the committee shall require the unanimous approval of the members;
- (x) the committee will meet a minimum of once every three months.

VI Implementation Plan

6. The Parties agree with the following:

- a) The full sharing of information on a need to know basis will be carried out between Niha'7kapmx Child and Family Services and the Ministry of Social Services in order to provide effective and efficient services to Niha'7kapmx children and families. Specific protocols and procedures for the sharing of information between organizations will be developed in the future.
- b) The Ministry of Social Services recognizes and supports the full range of programs contained in the Niha'7kapmx Child and Family Services Program Manual attached as Appendix C and listed below. Program protocols between these organizations will be developed in the future.
- c) It is understood that the implementation of the following programs are subject to adequate funding arrangements by the governments of Canada and the Province of British Columbia.

Program Area: Prevention Program

Program Goal:

To prevent the need for intervention into the lives of children and families of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band by promoting awareness of issues and the development of skills among family members to enhance their ability to care for their children.

Time frame:

October 1, 1994 - March 31, 1995 and ongoing

Program Area: Elders Program

Program Goal:

To strengthen Niha'7kapmx families through Elders teachings of history, culture, language, traditions and spirituality and their involvement in assisting Niha'7kapmx children and families.

Time frame:

October 1, 1994 - March 31, 1995 and ongoing

Program Area: Child Protection Program

Program Goal:

To provide protection of children and the support of families for all members of the communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band.

Time Frame:

June 1, 1994 and ongoing.

Niha'7kapmx Child and Family Services may assume transfer/delegated guardianship responsibility for Temporary or Permanent Wards under Section 13 and Section 14 of the Family and Child Service Act or any amendments and regulations thereto, on a case by case basis. A step by step, cooperative process will take place between Ministry Social Workers and Niha'7kapmx Child and Family Services Social Workers to identify the needs, plan and goals of temporary and permanent wards who are members of the Niha'7kapmx communities. Social Work staff will be hired who will qualify or will go through the process to qualify for full transfer/delegation of authority from the Superintendent according to the criteria and recommendation of Niha'7kapmx Child and Family Services.

Transfer/delegation of Authority

1. Full or partial transfer/delegation of authority under the Family and Child Service Act and any amendments and regulations thereto will be carried out by the Superintendent for all Niha'7kapmx Child and Family Services staff who qualify according to the established Ministry criteria or its equivalent and upon recommendations made by the Niha'7kapmx Child and Family Services.

2. Eligibility for transfer/delegation of authority regarding Niha'7kapmx Child and Family Services Social Workers may require:

a) Completion of the following training:

-Training course on aboriginal history, culture, values and the history of child welfare in Niha'7kapmx communities.

Core training. -On the Job Training Manual revised to be compatible with the Niha'7kapmx Child and Family Services Program including Child Protection Mandate, Assessment and Decision making, Planning, Court Process, Traditional Hearing Processes, Guardianship and Administration.

-Two one week core training Modules presented by the Ministry.

-Exam of content covered administered by the Executive Director of the Niha'7kapmx Child and Family Services Program.

-A satisfactory criminal record check.

-Completion of six months probationary period culminating in a satisfactory appraisal and recommendation for employment from the program Supervisor of the Niha'7kapmx Child and Family Services Program.

Program Area: Family Support Program

Program Goal:

To enhance the development of a healthy identity and to promote the emotional and psychological well-being of Niha'7kapmx children by supporting them within their families, communities and culture.

To strengthen and support Niha'7kapmx families through the provision of family support resources.

To increase community awareness of social issues affecting children and families in the community.

Time frame:

October 1, 1994 - March 31, 1995 and ongoing

Program Area: Family Care Program

Program Goal:

To provide substitute parenting on a temporary basis to meet the needs of children when it is not possible to maintain the care of them in their own home because their safety and well-being would be in jeopardy.

Time frame:

June 1, 1994 - March 31, 1995 First Year Operations

The Niha'7kapmx Child and Family Services Family Care Program will be developed as per Aboriginal Family Support Funding Contract with the Ministry of Social Services.

Time frame:

March 31, 1995 and ongoing. Second Year Operations

The Family Care Program will be independently administered and carried out by the Niha'7kapmx Child and Family Services.

Program Area: Adoption Program

Program Goal:

To provide children with a permanent, nurturing family.

Time frame:

April 1, 1995 and ongoing Second Year Operations

Program Area: Re-Unification Program

Program Goal:

To re-unite families and members with whom contact has been lost as a result of them being adopted or being in care of the Ministry of Social Services.

Time frame:

October 1, 1994 and ongoing.

Program Area: Youth Healing Centre

Program Goal:

To provide a stable home environment and support services to assist youths who cannot function in a family home environment to gain self-esteem, social and life skills, through recreational, educational, vocational, therapeutic and cultural programs.

Time frame:

April 1, 1996 to March 31, 1997.

Program Area: Independent Living Program

Program Goal:

To assist adolescents to develop life skills under the supervision of an adult in order to live as independent and responsible adults.

Time frame:

April 1, 1996 to March 31, 1997.

VII Administration

7. The Parties agree to the following:

The wishes of the Niha'7kapmx communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band, including both leadership and membership as expressed through the community consultation process, are that the Niha'7kapmx Child and Family Services Program be independently established, administered and controlled by an independent society not the Niha'7kapmx Nation Tribal Council, Fraser Canyon Tribal Administration or any other Chief and Council in the Nation.

The advice received by talking with people, conducting the community survey and through community consultation meetings will be respected and honoured. It is agreed by all parties that the Niha'7kapmx Child and Family Services Society will exercise authority and responsibility for Niha'7kapmx Child and Family Services on behalf of the Niha'7kapmx communities mentioned above.

VIII Community Participation

8. The Parties agree that:

- a) The communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band will proceed with the Family and Child Welfare process as per outlined in the Memorandum of Understanding, Niha'7kapmx Child and Family Services Authority agreed to and signed on the 18th day of January, 1993.
- b) The communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band will maintain an open door policy to any Niha'7kapmx Communities who wish to participate in the Niha'7kapmx Child and Family Services Society providing that those communities respect and abide by the decisions made by the existing committee up to the time these communities resume participation.

IX Conflict Resolution

9. Whereas a conflict arises out of different professional perceptions or jurisdictional disagreements, the Parties shall aim at resolving the conflict by using the following three-tier conflict resolution system:

- a) Conflict Resolution Level I

At this level two workers involved will review the case with the appropriate supervisors;

b) Conflict Resolution Level II

If the conflict is not resolved at level I, the matter will be addressed by the Area Managers of both organizations who will involve the case supervisors in the conflict resolution process;

c) Conflict Resolution Level III

If the conflict is not resolved to the satisfaction of all stakeholders, the matter will be reviewed by a special committee formed by one representative from each organization and a mutually agreeable chairperson from the Department of Aboriginal Affairs, the Department of Indian and Northern Affairs, or a community member. The decision at this level will be either accepted and respected by the Parties or the matter may be referred for legal advice.

X Financial Arrangements

10. It is agreed by all Parties that:

- a) The Province of British Columbia shall continue funding contributions under the Aboriginal Family Support Funding Program and other Provincial funding programs available.
- b) British Columbia will provide funding on a case by case basis for non Nlha'7kapmx children living on Reserve.
- c) British Columbia will provide funding on a case by case basis and in mutually agreed upon circumstances for Nlha'7kapmx children living off reserve.
- d) British Columbia and the Nlha'7kapmx Child and Family Services are committed to the priorities of services and to provide co-operative funding and resources in the delivery of child and family services to members of the Nlha'7kapmx communities.
- e) In the event that any Party fails to meet any or all its obligations under this agreement, the Nlha'7kapmx Child and Family Services Society and British Columbia shall together develop a remedial plan of action to ensure that public funds and the Nlha'7kapmx Child and Family Services are safeguarded and that the terms and conditions of this agreement are complied with.
- f) Notwithstanding any other provisions of this Agreement, the provision of funds and/or payment of money by the Province of British Columbia pursuant to this Agreement is subject to the provisions of the Financial Administration Act as amended.

XI Confidential Information

11. While this Agreement is in effect, and at all times thereafter, the Parties and any of their officers, employees or agents:
- a) shall treat as confidential all information, data, documents and materials acquired or to which access has been given in the course of, or incidental to, the performance of this agreement;
 - b) shall not disclose, or permit to be disclosed, to any person, corporation or organization such information, data, documents or materials without first obtaining written permission from the affected Parties;

XII Amendment of Band Council Resolutions

12. All Parties to this agreement agree to the following:
- a) Band Council Resolutions will be amended to reflect a cooperative spirit and working relationship between British Columbia and Nlha'7kapmx Child and Family Services which are attached as Appendix B.

XIII Non-Fulfillment of Agreement

13. It is agreed by all Parties that:
- a) In the event that a particular clause is not fulfilled to the satisfaction of either party this will not render the whole agreement null and void. Such an occurrence will be referred to the management steering committee to review and resolve.

XIV Amendments

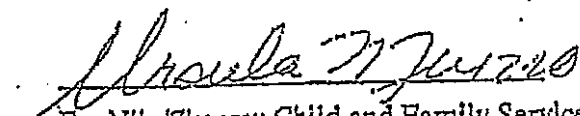
14. It is agreed by the Parties entering this agreement that this agreement may be amended in writing at any time with the mutual consent and participation of all parties.

XV Interpretation

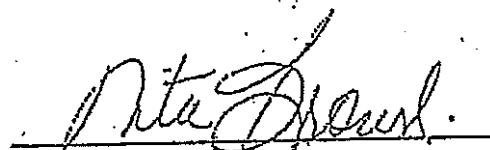
15. a) Where appropriate, words in the singular include words in the plural and words in the plural include words in the singular;
- b) Where appropriate, words importing male persons include female persons and corporations;
- c) All appendices attached to this agreement form part of this agreement.


The Nlha'7kapmx communities sign this agreement for the transfer/delegation of authority for child welfare from the Superintendent of Family and Child Service under the Family and Child Service Act and any amendments and regulations thereto, to the Nlha'7kapmx Child and Family Services Society with the specific understanding that the Nlha'7kapmx communities of Cook's Ferry Band, Nicomen Band, Lytton First Nation, Skuppah Band, Siska Band and Kanaka Bar Band intend and interpret this to be a transfer of authority for child welfare not a delegated arrangement. The Nlha'7kapmx Child and Family Services Society will assume interim transfer/delegation of authority from the Superintendent of Family and Child Service only until such a time as Federal Aboriginal Child and Family Services Legislation is enacted or Nlha'7kapmx Family Law is brought about.


This agreement has been signed and witnessed on this 22nd day of September, 1994 at Lytton, British Columbia.



For Nlha'7kapmx Child and Family Services:

Ursula Munro, Co-Chairperson
Nlha'7kapmx Child and Family
Services


For Nlha'7kapmx Child and Family Services:
Nita Brown, Co-Chairperson
Nlha'7kapmx Child and Family
Services


For the Province of British Columbia:
The Honorable Joy McPhail
Minister of Social Services


Witnessed by:
Juan Cereño, M.S.W., Executive Director
Nlha'7kapmx Child and Family
Services


Witnessed by:
W.H. English, Area Manager, G3A
Kamloops Rural Area
Ministry of Social Services