

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PROVINCE AND CANADA**

MEMORANDUM OF UNDERSTANDING
(For the Funding of Child Protection Services for Indian Children)

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of Social Services

("British Columbia")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister
of Indian Affairs and Northern Development

("Canada")

1.0 PURPOSE

- 1.1 The purpose of this document is to clarify the roles of the parties and set out the present understanding between the parties pertaining to the financing of certain child protection services to certain Indian persons, as more particularly outlined in this Memorandum.

2.0 DEFINITIONS

- 2.1 All words which are defined in the Act and are used in this Memorandum and are not otherwise defined have the same meaning as ascribed to them in the Act.
- 2.2 In this Memorandum the following words shall have the meanings ascribed to them:
- a) "Act" means the *Indian Act* and all regulations made thereunder, all as amended or replaced from time to time;
 - b) "Caregiver" means a person with whom a child is placed by a Director and who, by agreement with the Director, has assumed responsibility for the child's day-to-day care;
 - c) "CFCSA" means the *Child, Family and Community Service Act*, S.B.C. 1994, c. 27, as amended or replaced from time to time;
 - d) "Child in Care" means an Indian who is under nineteen years of age and who is in the custody, care or guardianship of the Director;
 - e) "Child in Care Costs" means the money paid by Canada to British Columbia for each Eligible Child as more particularly set out in Section 5.2;

- f) "Child Protection Services" means those services outlined in Appendix "D"
- g) "Director" means director as defined in the CFCSA;
- h) "Educational or Training Program" means educational instruction at a secondary school or at a post-secondary or vocational program of a university, college, technical institute or activity centre for the handicapped;
- i) "Eligible Child" means a child who is registered as an Indian under the Act and who:
 - i) as of August 31, 1995, was a Child in Care residing with a Parent who resided on a reserve at the time of that Child in Care becoming such;
 - ii) was a Child in Care who became such on or after September 1, 1995 and was residing with a Parent who was an On Reserve Resident at the time of that Child in Care becoming such; and
 - iii) until March 31, 1996, was a Child in Care on August 31, 1995, who, at the time of the Child in Care becoming such, was residing with a Parent who had not resided off reserve for a continuous period of one year or more without having received income assistance.
- j) "Memorandum" means this agreement and all appendices attached to it.
- k) "MSS" means British Columbia's Ministry of Social Services.
- l) "On Reserve Resident" means an Indian who is ordinarily resident on a reserve and shall include an Indian who is temporarily off reserve:
 - i) while obtaining health services, including health services provided by a "hospital" and "licensed hospital" (both as defined in the *Hospital Act*, R.S.B.C. 1979 c. 176); "community care facility" (as defined in the *Community Care Facility Act*, R.S.B.C. 1979 c.57), "private mental hospital" and "Provincial mental health facility" (both as defined in the *Mental Health Act*, R.S.B.C. 1979 c. 256) and a "home for special care" (as defined in the *Canada Assistance Plan*, R.S.C. 1985 c. C-1);
 - ii) while attending a provincially-recognized and approved drug and alcohol treatment centre, shelter for battered persons and other community care homes;
 - iii) while serving a criminal sentence imposed by a court, including incarceration at a "correction centre" (as defined in the *Correction Act*, R.S.B.C. 1979, c.

70), a "penitentiary" or a "community-based residential facility" (both defined in the *Corrections and Conditional Release Act*, R.S.C. 1985 c. C-44.6), a "place of temporary detention" (as defined in the *Young Offenders Act*, R.S.C. 1980 c. Y-1), or committed to custody under the *Young Offenders (British Columbia) Act*, R.S.B.C. 1979, c. 438) until such sentence is served; and

- iv) while attending an Educational or Training Program full time, as determined by the educational or training institution, and includes any period off the reserve during school breaks and for periods of up to four months unless the individual does not return to school at the end of the period;
- m) "Parent" means:
 - i) the mother of a child, if she has custody of the child;
 - ii) the father of a child, if he has custody of the child;
 - iii) a person to whom custody of a child has been granted by a court of competent jurisdiction or by an agreement; or
 - iv) a person with whom a child resides and who stands in the place of the child's mother or father,

but does not include a Caregiver or a Director. For further clarity, if more than one person above has custody of a child, the Parent is only the person with whom the child resides most often.

3.0 INTERPRETATION

3.1 The following rules apply to the interpretation of the words "ordinarily resident" as that phrase is used in this Memorandum:

- a) the question as to where a person is ordinarily resident shall be determined by reference to all of the facts of the case;
- b) the place of ordinary residence of a person is the place of habitation or home and, where a person usually sleeps in one place and has meals or is employed in another place, the place of his ordinary residence is where that person sleeps; and
- c) a person can have one place of ordinary residence only, and that person shall retain such place or ordinary residence until another is acquired.

3.2 Residency of a Child in Care is determined by reference to where the Child in Care's Parent is ordinarily resident when the child becomes a Child in Care.

4.0 SERVICES AND ELIGIBILITY

4.1 British Columbia shall administer the CFCSA for the benefit of Indian persons under the age of nineteen and Canada shall reimburse British Columbia for the cost of Child Protection Services for any Eligible Child.

4.2 British Columbia shall submit to Canada a notice of admission into care for each Child in Care it considers to be an Eligible Child in the form currently understood to be used by the parties. Such notice shall also include all information necessary for Canada to determine if the Child in Care is an Eligible Child under this Memorandum.

4.3 Based on the information provided by British Columbia pursuant to Section 4.2, Canada will determine if the Child in Care qualifies as an Eligible Child and notify British Columbia of such determination.

4.4 Canada shall determine whether a Child in Care is registered, or is entitled to be registered as an Indian under the terms of the Act.

4.5 If, pursuant to Sections 4.3 and 4.4, Canada determines that a Child in Care is not an Eligible Child solely as a result of such child not being registered as an Indian, but such child is entitled to be registered as an Indian, British Columbia may submit the required forms in use by Canada for the registration of such child as an Indian.

4.6 If, pursuant to Section 4.3, Canada determines that a Child in Care is not an Eligible Child and British Columbia disagrees with such determination, then the parties agree to use their best efforts through the exchange of relevant information to reach a mutually agreeable determination based on such information. Where, despite best efforts, agreement is not reached, the parties will establish a process for resolving the dispute.

5.0 COSTS

5.1 Canada agrees that it shall be financially responsible for every Eligible Child to the extent set out in this Memorandum. For better clarity, the parties' financial responsibilities are set out in Appendix A to this Memorandum.

5.2 Canada shall pay British Columbia money for each Eligible Child under the per diem system as presently understood between the parties (which, for clarity, is set out in Appendices "B" and "C") after British Columbia has submitted an account pursuant to Section 6.1.

5.3 Canada shall also pay British Columbia money for each Eligible Child, who has become so

by operation of Section 4.5, under the per diem system as presently understood between the parties on a retroactive basis up to April 1st of the previous fiscal year or when such child became a Child in Care, whichever is less.

6.0 ADMINISTRATION

- 6.1 British Columbia shall submit, monthly in arrears, an account for payment of Child in Care Costs for every Eligible Child. This account shall include the name of each Eligible Child, the Eligible Child's band, the number of days during that month that the Eligible Child was such, and the type of placement resource.
- 6.3 Information pertaining to an Eligible Child shall be provided by a Director to Canada or the band of the Eligible Child upon written request by either, subject to privacy legislation requirements, if, in the opinion of a Director, it is in the best interest of the Eligible Child to release the information.
- 6.4 Information pertaining to an Eligible Child shall be provided by a Director to the Parent of the Eligible Child upon written request by the Parent, subject to privacy legislation requirements.
- 6.5 Canada may request an audit be carried out by an independent auditor of British Columbia's records pertaining to Child in Care Costs for each Eligible Child.

7.0 GENERAL

- 7.1 This Memorandum is not intended to be legally binding or to create legally enforceable rights between the parties.
- 7.2 Every reference to a party to this Memorandum shall include the Minister, Deputy Minister, officials and representatives of that party
- 7.3 Any notice, payment or information to be given to one of the parties may be sent, marked "PROTECTED", to the following addresses or fax numbers:

To British Columbia: Director of Financial Services and Comptroller,
Financial Services Division
Ministry of Social Services
2nd Floor, 727 Fisgard St.
Victoria, BC, V8V 1X4

Fax: (604) 356-9637

To Canada: Director - Funding Services
Indian and Northern Affairs Canada
300 - 1550 Alberni Street
Vancouver, BC, V6G 3C5

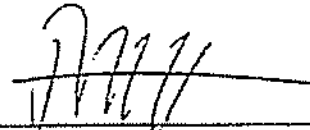
Fax: (604) 666-2046

- 7.4 Either party may advise the other by notice in writing of any change in either its address or fax number.
- 7.5 This Memorandum shall remain in effect until terminated by either party giving the other party at least six months written notice. The parties shall make final adjustments within one year of termination of this memorandum.
- 7.6 The parties agree that this Memorandum may only be amended by mutual written consent of the parties.
- 7.7 Since the implementation of the CFCSA may affect the cost and range of Child Protection Services, as defined in Appendix "D", provided to an Eligible Child, both parties shall review the impact of the CFCSA on the Child in Care Costs and Child Protection Services.

Witness that the parties have executed this Memorandum this 28 day of MARCH, 1996.



Witness to the signature of
the Minister of Social Services



For the Minister of Social Services by the Minister's
authorized signatory



Witness to the signature of
the Minister of Indian Affairs
and Northern Development



For the Minister of Indian Affairs and Northern
Development by the Minister's authorized signatory

BRITISH COLUMBIA / CANADA
FINANCIAL RESPONSIBILITY FOR REGISTERED INDIAN CHILDREN
IN CARE OF A DIRECTOR OR THE SUPERINTENDENT OF FAMILY AND CHILD SERVICE

<i>Residence of Parent at time of admission of Child in Care</i>	<i>Up to and including August 31, 1995</i>	<i>Transition period of September 1, 1995 to March 31, 1996</i>	<i>April 1, 1996 onward</i>
On Reserve [refer to terms and conditions of 1986 BC/Canada Draft Memorandum of Understanding (MOU) and 1996 MOU]	Canada has financial responsibility.	Canada has financial responsibility.	Canada has financial responsibility.
Off Reserve: • for less than 12 months • never self supporting without Social Assistance for any 12 month period since leaving reserve [refer to terms and conditions of 1986 BC/Canada Draft MOU and 1996 MOU]	Canada has financial responsibility.	Canada continues to have financial responsibility for eligible children in this category who were admitted to care prior to and including August 31, 1995. Province assumes financial responsibility for children in this category who were admitted to care on or after September 1, 1995.	Province has financial responsibility.
"On Reserve Resident" [refer to 1996 MOU]	Not applicable.	Canada has financial responsibility.	Canada has financial responsibility.
Off Reserve and self supporting without Social Assistance for any 12 month period since leaving reserve	Province has financial responsibility.	Province has financial responsibility.	Province has financial responsibility.

METHOD OF CALCULATING PER DIEM BASE FORMULA

The base formula for calculating the per diem for each Eligible Child shall be composed of two parts - Administration and Supervision (AS) and Maintenance (M) as described below:

D) ADMINISTRATION AND SUPERVISION:

Includes annual actual cost of the following cost items:

1.	Minister's Office	_____	* X 22.5% ** =	_____
2.	Executive & Program Support	_____	* X 30% ** =	_____
3.	Direct Community Services	_____	* X 22.5% ** =	_____
4.	Protection	_____	* X 100% =	_____
5.	Adoption	_____	* X 100% =	_____
6.	Health Services	_____	* 5% ** =	_____
7.	Other Child In Care Costs	_____	* 100% =	_____

Less

8.	Family Allowance	(_____)	* 100%	(_____)
				TOTAL = (_____)

The above total divided by the total number of Child Pay Care Days*** in all categories for the full year will provide the per diem rate that will be charged for each Eligible Child. This will be known as AS.

(*, ** and ***) - see page 3.

II) MAINTENANCE (Includes the cost of one of the following categories, i.e. A, B, OR C.)

A. Foster Care:

1) Foster Home Costs _____ * X 100% = _____

2) Day Care Cost _____ * X 5% ** = _____

3) Infant Development _____ * X 2% ** = _____

4) Special Services _____ * X 26% ** = _____

TOTAL = _____

The above total annual cost divided by the actual number of Child Pay Care Days in Foster Care for the full year will provide the per diem rate to be charged for each Eligible Child in Foster Care. This will be known as M1.

B. Group Care:

Group Care costs TOTAL = _____

The above total annual cost divided by the actual number of Child Pay Care Days in Group Care for the full year will provide the per diem rate to be charged for each Eligible Child in Group Care. This will be known as M2.

C. Institutional Care:

Institutional costs TOTAL = _____

The above total annual cost, based on actual per diem rates for children in institutional care, divided by the total annual Child Pay Care Days in Institutions, will provide the per diem rate to be charged for each Eligible Child in Institutional Care. This will be known as M3.

In summary, the unit cost per Child Pay Care Days is calculated by adding AS to either M1, M2, or M3 as above, depending on the type of care a given Eligible Child received on the last day of each month or the final day in which such child was in a paid resource for that month.

The monthly billing will reflect the actual number of Pay Care Days and will be based on the type of paid care each Eligible Child will be receiving on the last day of the billing month or the final day in which such child is in a paid resource for that month.

If the method of calculating a total cost element as reflected the MSS's Financial Management Report changes materially from that of the previous year, then Canada may require this percentage factor to be adjusted accordingly.

- * This will represent the total cost element as reflected in the MSS financial management reports.
- ** This percentage factor, calculated by the MSS, represents the percentage of the costs applicable to children in care and may be subject to change, given acceptable evidence presented by the MSS.
- *** Child Pay Care Days means the aggregate days of care provided to all children in the care and custody of the MSS where there is a cost to British Columbia.

**METHOD OF CALCULATION OF THE ANNUAL INCREMENT FOR
CHILD WELFARE PER DIEM RATES**

On _____ of each year there shall be:

- 1) An adjustment to the previous fiscal year's per diem and billing based on actual expenditures with a settlement by either Canada or British Columbia, as the case may be.
- 2) The establishment of the revised per diem rate for the current fiscal year based on:
 - a) The previous year's actual cost of each element in the base formula (See Appendix "B"), plus
 - b) The percentage adjustment to the MSS budget, as indicated in the approved estimates for each cost element (as per Appendix "B") for the current year.
 - c) Divided by the actual number of days in care in each of the categories (see Appendix "B") for the previous fiscal year.

CHILD PROTECTION SERVICES TO ON-RESERVE RESIDENTS

Child Protection Services provided by the Ministry of Social Services to Eligible Children and families and which are included in the per diem charge to the Department of Indian Affairs and Northern Development.

- 1) Protection Services:
 - Investigation of alleged neglect and/or abuse referrals.
 - Apprehension.
- 2) Services for Children in Care:
 - Care, protection and placement.
 - Rehabilitation and support services to child
 - Counselling related to protection concerns.
 - Care by agreement as provided for by the *Child, Family and Community Service Act*
- 3) Orders of supervision
 - Cases where a child is discharged from care but returned to parent or guardian under court ordered supervision by Ministry of Social Services.
- 4) Adoption Services
 - Adoption placement and supervision of children.
- 5) Family Relations Wards
 - Placement and supervision of wards in the program.



DATE: OCTOBER 1, 1996

TO: EXECUTIVE DIRECTORS
ALL ABORIGINAL CHILD & FAMILY SERVICE AGENCIES

RE: ABORIGINAL DELEGATED AUTHORITY MATRIX

Attached is a copy of the recently revised matrix which is used to identify the sections of the Child, Family and Community Service Act which are delegated to you and your staff by the Director, Child, Family and Community Service.

A number of sections of the CF&CS Act have been deleted from the delegation matrix. Several were deleted as those sections of the Act have not yet been proclaimed, making delegation pre-mature. As sections are proclaimed, the matrix and schedules will be revised for their inclusion. Other sections were deleted as legal opinion indicated that no delegation is necessary.

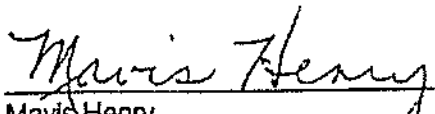
Among the significant additions to the matrix and schedules is delegation for section 50(1) which provides for authority to provide guardianship services for children in care.

The new matrix and the accompanying schedules establish a separate category for new protection social workers. This is category 14. It is our intent that the categories reflect progressive growth of responsibilities. Therefore, category 11 carries few responsibilities and category 15 carries full delegation. Category 14, new protection social worker, delegation will only apply to workers employed by agencies with a fully delegated supervisor or executive director.

Your staff who had delegation in category 14, 14A, or 14B will now have delegation in category 15. No action is required on your part for this change.

Please review changes to the matrix and schedules carefully. Determine which of your staff should be delegated in the separate category of new protection social worker and request that level of delegation using the revised delegation request form (also enclosed).

Do not hesitate to call this office should you have any questions or concerns about these changes. Thank you for your continued efforts in providing the best possible services to families and children.


Mavis Henry
Deputy Director, Aboriginal Services

enclosures: revised matrix (3 pages)
revised Schedule 1 (1 page)

revised LOD Request Form
revised Schedule 2 (5 pages)

Schedule 1 & 2 enclosed,
but attached to Chris Hayn
memo regarding delegated
authority.

ABORIGINAL DELEGATED AUTHORITY

under The Child, Family and Community Service Act

CATEGORY	11	.....	Student Social Worker	
	12	.....	Resource Social Worker	
		.....	Supervisor of Resource Social Worker	
	13	.....	Social Worker	(Partial delegation)
		.....	Supervisor of Agency	(Partial delegation)
		.....	Executive Director of Agency	(Partial delegation)
	14	.....	New Protection Social Worker	(Partial delegation)
	15	.....	Protection Social Worker	(Full delegation)
		.....	Supervisor of Agency	(Full delegation)
		.....	Executive Director of Agency	(Full delegation)

		CATEGORY:	11	12	13	14	15
PART 2 SUPPORT SERVICES and AGREEMENTS							
5.	Support services for families		✓	✓	✓	✓	✓
6.	Voluntary care agreements			✓	✓	✓	✓
7.	Special needs agreements			✓	✓	✓	✓
PART 3 CHILD PROTECTION ... Division 1 — Responding to Reports							
14.	Duty to report need for protection					✓	✓
15.	If a young child breaks the law					✓	✓
16.(1)	Finding out if a child needs protection					✓	✓
16.(2)(a)						✓	✓
16.(2)(b)						✓	✓
16.(2)(c)						✓	✓
16(3)						✓	✓
16(4)						✓	✓
16(5)						✓	✓
17.	If director is denied access to child					✓	✓
19.	Orders for access by director may be obtained by telephone					✓	✓
PART 3 ... Division 2 — Cooperative Planning and Dispute Resolution							
22.	Mediation			✓	✓	✓	✓
23.	Effect of family conference or mediation on court proceeding					✓	✓
PART 3 ... Division 3 — How Children are Protected							
25.	Unattended child						✓
26.	Lost or runaway child						✓
27.	Child in immediate danger						✓
28.	Child who needs to be protected from contact with someone					✓	✓
29.	Child who needs essential health care					✓	✓
30.	Removal of child						✓
31.	Parents to be notified of child's removal					✓	✓

CATEGORY:		11	12	13	14	15
32.	Care of child until an order is made at the presentation hearing				✓	✓
33.	Returning the child before the presentation hearing					✓
PART 3 ... Division 4 – Child Protection Hearings and Orders						
34.	Duty to attend and inform others of presentation hearing				✓	✓
35.	Presentation hearing and orders				✓	✓
36.	If interim order no longer protects the child				✓	✓
38.	Notice of protection hearing				✓	✓
39.	Parties to proceeding				✓	✓
40.	Protection hearing				✓	✓
41.	Orders made at protection hearing				✓	✓
42.	Content and enforcement of supervision order				✓	✓
44.	Extension of supervision orders and temporary orders				✓	✓
46.	Supervision of child after temporary custody order ends				✓	✓
47.	Effect of interim or temporary custody order				✓	✓
48.	Withdrawing from a proceeding after the presentation hearing					✓
PART 3 ... Division 5 – Continuing Custody Hearings and Orders						
49.	Continuing custody hearing and order			✓	✓	✓
* 50. (1)	Guardianship only; not consent to adoption (see below)			✓	✓	✓
50. (2)				✓	✓	✓
50. (4)				✓	✓	✓
52.	Director's duty to notify Public Trustee			✓	✓	✓
54.	Cancellation of continuing custody order			✓	✓	✓
PART 3 ... Division 6 – Related Orders						
55.	Access to child in interim or temporary custody of director or other person				✓	✓
56.	Access to child in continuing custody of director			✓	✓	✓
57.	Changes to supervision, temporary custody and access orders				✓	✓
58.	If child needs assistance of Public Trustee				✓	✓
59.	Psychiatric or medical examination orders				✓	✓
60.	Consent orders				✓	✓
61.	Custody of child during adjournments				✓	✓
62.	Suspension of order transferring custody from director				✓	✓
63.	Enforcement of custody order			✓	✓	✓
PART 3 ... Division 7 – Procedure and Evidence						
64.	Full disclosure to parties			✓	✓	✓
65.	If director is denied access to record			✓	✓	✓
PART 4 CHILDREN IN CARE						
71.	Out-of-home living arrangements		✓	✓	✓	✓
72.	Agreements with young people who were in care	✓	✓	✓	✓	✓
PART 5 CONFIDENTIALITY and DISCLOSURE OF INFORMATION						
77.	Exceptions to access rights	✓	✓	✓	✓	✓
78.	Disclosure with consent	✓	✓	✓	✓	✓
79.	Disclosure without consent	✓	✓	✓	✓	✓
80.	Accuracy, protection and retention of information	✓	✓	✓	✓	✓

CATEGORY:		11	12	13	14	15
PART 6 APPEALS and REVIEWS						
84.	Request for review		✓	✓	✓	✓
86.	Outcome of review		✓	✓	✓	✓
89.	Review by Information and Privacy Commissioner		✓	✓	✓	✓
PART 7 ADMINISTRATION						
93. (1) (a)			✓	✓	✓	✓
93. (1) (b)			✓	✓	✓	✓
93. (1) (c)			✓	✓	✓	✓
93. (1) (d)			✓	✓	✓	✓
93. (1) (e)			✓	✓	✓	✓
93. (1) (f) i			✓	✓	✓	✓
93. (1) (f) ii					✓	✓
93. (1) (g)		✓	✓	✓	✓	✓
93. (2) (a)			✓	✓	✓	✓
93. (2) (b)			✓	✓	✓	✓
93. (3)			✓	✓	✓	✓
94.	Agreements with caregivers		✓	✓	✓	✓
96.	Director's right to information		✓	✓	✓	✓
PART 8 MISCELLANEOUS PROVISIONS						
97.	Maintenance agreements and orders		✓	✓	✓	✓
98.	Restraining orders		✓	✓	✓	✓

* 50. (1) Delegation also includes sections 23 & 29 of the Family Relations Act.

Prior to receiving delegation from the Director of Child Protection under the *Child, Family and Community Service Act* which will enable the ACFSAs to enter into the operational stages of service delivery, each new ACFSAs is required to have completed the following requirements:

1. Signed a Delegation Enabling Agreement with the Director.
Components of the Delegation Enabling Agreement between MCFD and an ACFSAs pertain to the following areas of program delivery: delegation of the Director's authority under the *CFCSA*; contracting of legal counsel; provision of service; emergency/after hours service; policy development; standards, monitoring and reporting; reviews, audits and evaluations; the role of Child Advocate; the role of Children's Commission; information management (file transfer; confidentiality, electronic systems, etc.); conflict/dispute resolution; financial arrangements; liability issues; and terms of agreement.
2. Obtained start-up funding.
Funding is provided by DIAND for reserve based ACFSAs, and by MCFD for urban based Aboriginal communities and Metis communities.
3. Passed a program review by the Deputy Director, Aboriginal Services Branch.
The program review which occurs before an ACFSAs can begin delivery of delegated services is based upon the operational readiness criteria which have been established.
The operational readiness criteria address key areas of organizational development and services planning including:
 - Governance.
 - Service delivery model design.
 - General Administration (including information sharing, management information systems, caseload standards).
 - Financial administration policy.
 - Human resources policy (including staff recruitment, training, and supervision)
 - Communications policy.

Upon passing the program review by the Deputy Director, an ACFSAs will be eligible to enter operational level 12 of program delivery.

OPERATIONAL STAGES

After the negotiation of a Delegation Enabling Agreement, each new ACFSAs enters into a three tiered operational process as defined in the MCFD "Delegation of Authority to Aboriginal Agencies" matrix. The levels of operational readiness are as follows:

- Level 12 - Resource development and voluntary service delivery.
- Level 13 - Guardianship services for continuing custody wards.
- Level 15 - Full child protection services.

Each operational level has specific operational standards and practice standards associated with it. ACFSAs may progress sequentially through operational levels 12 - 15, however, prior to progressing through the levels of delegation, each ACFSAs must meet specific operational standards pertaining to the authorities associated with the level of delegation.

A detailed listing of the operational ACFSAs in British Columbia, including a listing of the Aboriginal communities to which they are authorized to provide services is available by contacting the Deputy Director, Aboriginal Services.

ABORIG.
AGENCY: _____

PHONE: _____

ADDRESS: _____

NAME: _____

FIRST

MIDDLE

LAST

TYPE OF REQUEST: ISSUE _____ CANCEL _____ AMEND _____

DATE EFFECTIVE: _____ UNTIL: _____
(only indicate end date if appt. is temporary/ acting position)

CHECK CATEGORY REQUESTED BY POSITION TITLE:

Cat.	✓	AGENCY POSITION TITLES	Cat.	✓	AGENCY POSITION TITLES
11.		Student Social Worker	*13.		Exec. Director of Agency (part. delegation)
12.		Resource Social Worker	*14.		New Protection Soc. Wkr. (part. delegation)
12.		Supervisor of Resource Social Worker	*15.		Protection Social Worker (full delegation)
*13.		Social Worker (part. delegation)	*15.		Supervisor of Agency (full delegation)
*13.		Supervisor of Agency (part. delegation)	*15.		Exec. Director of Agency (full delegation)

* Delegation includes sections 23 & 29 of the Family Relations Act.

EDUCATION: BA _____ BSW _____ MSW _____ **OTHER _____

** If Other, please detail academic institution, dates attended & type of degree/diploma received.

LENGTH OF TIME WITH AGENCY	#/YRS.	#/MOS.
HAS WORKER COMPLETED PROBATION	YES	NO
HAS WORKER BEEN TESTED, RE: CF&CSA	YES	NO
IS THIS AN ACTING POSITION	YES	NO

MINISTRY TRAINING: _____

OTHER TRAINING: _____

EXPERIENCE: _____

COMMENTS: _____

Recommended: _____
Aboriginal Agency

Approved: _____
Area Manager + Office Code

ABORIG.
AGENCY:

PHONE:

ADDRESS:

NAME:

FIRST

MIDDLE

LAST

TYPE OF REQUEST:

ISSUE

CANCEL

AMEND

DATE EFFECTIVE:

UNTIL:

(only indicate end date if appt. is temporary/ acting position)

CHECK CATEGORY REQUESTED BY POSITION TITLE:

Cat.	✓	AGENCY POSITION TITLES	Cat.	✓	AGENCY POSITION TITLES
11.		Student Social Worker	*13.		Exec. Director of Agency (part. delegation)
12.		Resource Social Worker	*14.		New Protection Soc. Wkr. (part. delegation)
12.		Supervisor of Resource Social Worker	*15.		Protection Social Worker (full delegation)
*13.		Social Worker (part. delegation)	*15.		Supervisor of Agency (full delegation)
*13.		Supervisor of Agency (part. delegation)	*15.		Exec. Director of Agency (full delegation)

* Delegation includes sections 23 & 29 of the Family Relations Act.

EDUCATION:

BA

BSW

MSW

**OTHER

** If Other, please detail academic institution, dates attended & type of degree/diploma received.

LENGTH OF TIME WITH AGENCY	#/YRS.	#/MOS.
HAS WORKER COMPLETED PROBATION	YES	NO
HAS WORKER BEEN TESTED, RE: CF&CSA	YES	NO
IS THIS AN ACTING POSITION	YES	NO

MINISTRY TRAINING:

OTHER TRAINING:

EXPERIENCE:

COMMENTS:

Recommended:

Aboriginal Agency

Approved:

Area Manager + Office Code

Level 12 – (Aboriginal Delegation Matrix)

The areas of service covered under this level include:

- support services for families
- voluntary care agreements for children, including temporary in-home care
- special needs agreements, including those for children in care on no fixed term.

Operational and Practice standards address:

- case management
- family assessment
- service planning and agreements
- children in voluntary care
- standards for care in regular, restricted, and specialized family care homes
- monitoring and evaluation
- closure and transfer of cases

Level 13 (Aboriginal Delegation Matrix)

The areas of service covered under this level include those found in Level 12, as well as guardianship of children in the continuing custody of the Director. Practice standards for guardianship are similar to those for voluntary care in Level 12, but also include:

- development of comprehensive plans of care for children in care
- legal documentation
- permanency planning for children in care
- preparation of older children for independence

Level 15 (Aboriginal Delegation Matrix)

The areas of service covered under this level include those found in Levels 12 and 13, as well as child protection, which includes:

- receiving, assessing and, as required, investigating reports of child abuse and neglect
- deciding the most appropriate course of action if a child is deemed in need of protection
- where necessary, removing the child and placing the child in care
- obtaining court orders or taking other measures to ensure the ongoing safety and well-being of the child

Practice standards address:

- intake
- investigation
- taking charge of children
- risk assessment
- risk reduction
- ongoing protective family service.

March 20, 1996

MEMORANDUM OF UNDERSTANDING
(For the Funding of Child Protection Services for Indian Children)

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of Social Services

("British Columbia")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister
of Indian Affairs and Northern Development

("Canada")

1.0 PURPOSE

- 1.1 The purpose of this document is to clarify the roles of the parties and set out the present understanding between the parties pertaining to the financing of certain child protection services to certain Indian persons, as more particularly outlined in this Memorandum.

2.0 DEFINITIONS

- 2.1 All words which are defined in the Act and are used in this Memorandum and are not otherwise defined have the same meaning as ascribed to them in the Act.

- 2.2 In this Memorandum the following words shall have the meanings ascribed to them:

- a) "Act" means the *Indian Act* and all regulations made thereunder, all as amended or replaced from time to time;
- b) "Caregiver" means a person with whom a child is placed by a Director and who, by agreement with the Director, has assumed responsibility for the child's day-to-day care;
- c) "CFCSA" means the *Child, Family and Community Service Act*, S.B.C. 1994, c. 27, as amended or replaced from time to time;
- d) "Child in Care" means an Indian who is under nineteen years of age and who is in the custody, care or guardianship of the Director;
- e) "Child in Care Costs" means the money paid by Canada to British Columbia for each Eligible Child as more particularly set out in Section 5.2;

- f) "Child Protection Services" means those services outlined in Appendix "D"
- g) "Director" means director as defined in the CFCSA;
- h) "Educational or Training Program" means educational instruction at a secondary school or at a post-secondary or vocational program of a university, college, technical institute or activity centre for the handicapped;
- i) "Eligible Child" means a child who is registered as an Indian under the Act and who:
 - i) as of August 31, 1995, was a Child in Care residing with a Parent who resided on a reserve at the time of that Child in Care becoming such;
 - ii) was a Child in Care who became such on or after September 1, 1995 and was residing with a Parent who was an On Reserve Resident at the time of that Child in Care becoming such; and
 - iii) until March 31, 1996, was a Child in Care on August 31, 1995, who, at the time of the Child in Care becoming such, was residing with a Parent who had not resided off reserve for a continuous period of one year or more without having received income assistance.
- j) "Memorandum" means this agreement and all appendices attached to it.
- k) "MSS" means British Columbia's Ministry of Social Services.
- l) "On Reserve Resident" means an Indian who is ordinarily resident on a reserve and shall include an Indian who is temporarily off reserve:
 - i) while obtaining health services, including health services provided by a "hospital" and "licensed hospital" (both as defined in the *Hospital Act*, R.S.B.C. 1979 c. 176), "community care facility" (as defined in the *Community Care Facility Act*, R.S.B.C. 1979 c.57), "private mental hospital" and "Provincial mental health facility" (both as defined in the *Mental Health Act*, R.S.B.C. 1979 c. 256) and a "home for special care" (as defined in the *Canada Assistance Plan*, R.S.C. 1985 c. C-1);
 - ii) while attending a provincially-recognized and approved drug and alcohol treatment centre, shelter for battered persons and other community care homes;
 - iii) while serving a criminal sentence imposed by a court, including incarceration at a "correction centre" (as defined in the *Correction Act*, R.S.B.C. 1979, c.

70), a "penitentiary" or a "community-based residential facility" (both as defined in the *Corrections and Conditional Release Act*, R.S.C. 1985 c. C-44.6), a "place of temporary detention" (as defined in the *Young Offenders Act*, R.S.C. 1980 c. Y-1), or committed to custody under the *Young Offenders (British Columbia) Act*, R.S.B.C. 1979, c. 438) until such sentence is served; and

- iv) while attending an Educational or Training Program full time, as determined by the educational or training institution, and includes any period off the reserve during school breaks and for periods of up to four months unless the individual does not return to school at the end of the period;
- m) "Parent" means:
 - i) the mother of a child, if she has custody of the child;
 - ii) the father of a child, if he has custody of the child;
 - iii) a person to whom custody of a child has been granted by a court of competent jurisdiction or by an agreement; or
 - iv) a person with whom a child resides and who stands in the place of the child's mother or father,

but does not include a Caregiver or a Director. For further clarity, if more than one person above has custody of a child, the Parent is only the person with whom the child resides most often.

3.0 INTERPRETATION

3.1 The following rules apply to the interpretation of the words "ordinarily resident" as that phrase is used in this Memorandum:

- a) the question as to where a person is ordinarily resident shall be determined by reference to all of the facts of the case;
- b) the place of ordinary residence of a person is the place of habitation or home and, where a person usually sleeps in one place and has meals or is employed in another place, the place of his ordinary residence is where that person sleeps; and
- c) a person can have one place of ordinary residence only, and that person shall retain such place or ordinary residence until another is acquired.

- 3.2 Residency of a Child in Care is determined by reference to where the Child in Care's Parent is ordinarily resident when the child becomes a Child in Care.

4.0 SERVICES AND ELIGIBILITY

- 4.1 British Columbia shall administer the CFCSA for the benefit of Indian persons under the age of nineteen and Canada shall reimburse British Columbia for the cost of Child Protection Services for any Eligible Child.

- 4.2 British Columbia shall submit to Canada a notice of admission into care for each Child in Care it considers to be an Eligible Child in the form currently understood to be used by the parties. Such notice shall also include all information necessary for Canada to determine if the Child in Care is an Eligible Child under this Memorandum.

- 4.3 Based on the information provided by British Columbia pursuant to Section 4.2, Canada will determine if the Child in Care qualifies as an Eligible Child and notify British Columbia of such determination.

- 4.4 Canada shall determine whether a Child in Care is registered, or is entitled to be registered as an Indian under the terms of the Act.

- 4.5 If, pursuant to Sections 4.3 and 4.4, Canada determines that a Child in Care is not an Eligible Child solely as a result of such child not being registered as an Indian, but such child is entitled to be registered as an Indian, British Columbia may submit the required forms in use by Canada for the registration of such child as an Indian.

- 4.6 If, pursuant to Section 4.3, Canada determines that a Child in Care is not an Eligible Child and British Columbia disagrees with such determination, then the parties agree to use their best efforts through the exchange of relevant information to reach a mutually agreeable determination based on such information. Where, despite best efforts, agreement is not reached, the parties will establish a process for resolving the dispute.

5.0 COSTS

- 5.1 Canada agrees that it shall be financially responsible for every Eligible Child to the extent set out in this Memorandum. For better clarity, the parties' financial responsibilities are set out in Appendix A to this Memorandum.

- 5.2 Canada shall pay British Columbia money for each Eligible Child under the per diem system as presently understood between the parties (which, for clarity, is set out in Appendices "B" and "C") after British Columbia has submitted an account pursuant to Section 6.1.

- 5.3 Canada shall also pay British Columbia money for each Eligible Child, who has become so

by operation of Section 4.5, under the per diem system as presently understood between the parties on a retroactive basis up to April 1st of the previous fiscal year or when such child became a Child in Care, whichever is less.

6.0 ADMINISTRATION

6.1 British Columbia shall submit, monthly in arrears, an account for payment of Child in Care Costs for every Eligible Child. This account shall include the name of each Eligible Child, the Eligible Child's band, the number of days during that month that the Eligible Child was such, and the type of placement resource.

6.3 Information pertaining to an Eligible Child shall be provided by a Director to Canada or the band of the Eligible Child upon written request by either, subject to privacy legislation requirements, if, in the opinion of a Director, it is in the best interest of the Eligible Child to release the information.

6.4 Information pertaining to an Eligible Child shall be provided by a Director to the Parent of the Eligible Child upon written request by the Parent, subject to privacy legislation requirements.

6.5 Canada may request an audit be carried out by an independent auditor of British Columbia's records pertaining to Child in Care Costs for each Eligible Child.

7.0 GENERAL

7.1 This Memorandum is not intended to be legally binding or to create legally enforceable rights between the parties.

7.2 Every reference to a party to this Memorandum shall include the Minister, Deputy Minister, officials and representatives of that party

7.3 Any notice, payment or information to be given to one of the parties may be sent, marked "PROTECTED", to the following addresses or fax numbers:

To British Columbia: Director of Financial Services and Comptroller,
Financial Services Division
Ministry of Social Services
2nd Floor, 727 Fisgard St.
Victoria, BC, V8V 1X4

Fax: (604) 356-9637

March 20, 1996

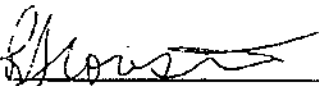
6

To Canada: Director - Funding Services
Indian and Northern Affairs Canada
300 - 1550 Alberni Street
Vancouver, BC, V6G 3C5

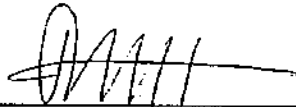
Fax: (604) 666-2046

- 7.4 Either party may advise the other by notice in writing of any change in either its address or fax number.
- 7.5 This Memorandum shall remain in effect until terminated by either party giving the other party at least six months written notice. The parties shall make final adjustments within one year of termination of this memorandum.
- 7.6 The parties agree that this Memorandum may only be amended by mutual written consent of the parties.
- 7.7 Since the implementation of the CFCSA may affect the cost and range of Child Protection Services, as defined in Appendix "D", provided to an Eligible Child, both parties shall review the impact of the CFCSA on the Child in Care Costs and Child Protection Services.

Witness that the parties have executed this Memorandum this 28 day of MARCH, 1996.



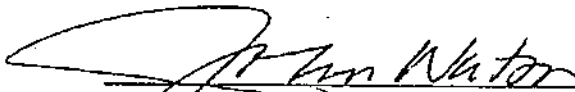
Witness to the signature of
the Minister of Social Services



For the Minister of Social Services by the Minister's
authorized signatory



Witness to the signature of
the Minister of Indian Affairs
and Northern Development



For the Minister of Indian Affairs and Northern
Development by the Minister's authorized signatory

**INDIAN AND NORTHERN AFFAIRS CANADA
BILLING SUMMARY
BRITISH COLUMBIA REGION
FISCAL 96/97
For the Period April, 1996 Through January, 1997**

MONTH	AMOUNT BILLED	AMOUNT PAID	AMOUNT O/S
April	1,050,933.22	1,050,933.22	0.00
May	1,154,800.86	1,154,800.86	0.00
June	1,234,836.56	1,234,836.56	0.00
July	1,370,467.18	1,370,467.18	0.00
August	1,296,637.33	1,296,637.33	0.00
September	847,633.65	847,633.65	0.00
October	874,523.06	874,523.06	0.00
November	888,154.54		888,154.54
December	981,687.00		981,687.00
January			
February			
March			
Audit Adj (Prior Yr Adj)		(2,779,562.00)	
95/96 Rate Adj (Pr Yr)		(1,631,061.60)	
95/96 Rate Adj (Current)		(568,991.93)	
TOTAL	9,699,673.40	2,850,216.33	1,869,841.54

11/22/2018
10:00 AM

DISCUSSION PAPER

Title: Ministry of Social Services funding to First Nations child and family service agencies for "non-billable" children-in-care.

Date Required: June 27, 1995 meeting of the Aboriginal Project Committee

Reason: To develop a recommendation for Executive Committee on funding levels and sources of funding for First Nations child and family service agencies.

Recommended Position:

Background/Facts:

- ♦ The Department of Indian Affairs and Northern Development (DIAND) currently accepts funding responsibility for children-in-care (CICs) who are:
 - ♦ in care of the superintendent
 - ♦ Indians (registered or eligible for registration)
 - ♦ reserve-based**
- ♦ the province has, as a matter of practice assumed financial responsibility for all other CICs
- ♦ DIAND reimburses the province for each CIC that it accepts responsibility for, based on a predetermined funding formula (see Appendix 1).
- ♦ The Superintendent has delegated responsibility to 8 First Nations to administer their child and family services. In these cases, DIAND transfers funds to the First Nation rather than reimbursing the province. The funds transferred are less per capita than the reimbursement to the province. (DIAND's rationale for this difference is that the payments to the Ministry include overhead while overhead to First Nations is funded separately by DIAND.)
- ♦ First Nations with delegated authority, also assume responsibility for a number of CICs who live on reserve but are "non-billable", i.e., DIAND does not consider them its financial responsibility.

Discussion/Analysis:

The key issues to be addressed in this note are:

- A. At what level should the Ministry fund First Nations child and family agencies for non-billable CICs?
- B. Should the MSS Region which contains the First Nation be the source of these funds?

Up until this time, the Ministry has not developed a policy position on this issue. However, the implementation of the new Child, Family and Community Service Act and the anticipated growth in the number of First Nations family and child service agencies with delegated authority make it a priority for the Ministry to address this issue.

A. Funding Level

There are five principal options respecting the level of funding:

Option 1

Fund at the level that DIAND funds the province.

Pros

1. This would be positively received by First Nations who feel they should receive the same funding the province received from the federal government.

Cons

1. This is the highest cost option. (See Appendix 2 on cost).
2. DIAND itself funds First Nations at a lower rate, arguing that they already receive funds from them for general overhead.
3. Off-reserve aboriginal child and family service agencies would expect this level of funding should they receive delegated authority for family and child services.

Option 2

Fund at the level DIAND funds First Nations.

Pros

1. Lower cost to the province than Option 1.
2. The province could argue that this is equitable given that DIAND provides no additional funding to the First Nations for overhead.
3. The province could argue that it will still have overhead costs in coordinating services with the First Nations agencies.

Cons

1. First Nations will argue that there are additional overhead costs associated with the responsibility for these extra CICs, that the province's overhead costs will be reduced and that these funds should be transferred to the First Nation along with the responsibility for the CICs.

Option 3

Fund at a rate between Option 1 and 2, making some allowance for the overhead costs First Nations will bear. This could be adjusted according to the size of the non-billable CIC population the First Nation takes responsibility for. In addition, overhead funding could be provided only if the number of non-billable CICs exceeded a level specified by the province.

Pros

1. Recognizes that some First Nations may face legitimate overhead costs.
2. Would be reasonably well received by First Nations.

Cons

1. Higher cost than Option 2.
2. See Cons for Option 1.

Option 4

Fund at a rate lower than Options 1, 2 or 3.

Pros

1. Some regions have already established ad hoc funding arrangements with First Nations agencies at rates below the rate DIAND pays.
2. This is a low cost option for the Ministry

Cons

1. There is no clear or consistent rationale for the rates which are currently being paid by the Ministry.
2. Any rationale the province could develop for paying this lower rate would likely lead the Federal Government to reassess the level at which they are reimbursing the province (i.e., if the province feels that First Nations can provide this service for less, why can't the province provide for less.) This could result in reduced revenues coming to the province.

Option 5

Refuse to fund non-billable CICs, on the basis that they are the responsibility of the federal government.

Pros

1. This is the lowest cost option for the province.
2. On a constitutional level, the Province's position is that the Federal Government has responsibility for aboriginal children wherever they live.
3. The Union of B.C. Indian Chiefs may support the province in this position.

Cons

1. The province has been covering the cost of non-billable CICs for many years.
2. First Nations are likely to strongly oppose the province taking this position.
3. It seems unlikely the province could adhere to this position and leave children at threat.

4. Some of the non-billable children are non-status Indians, Metis, or non-aboriginal, groups that DIAND does not accept responsibility for.

B. Responsibility for Funding

Appendix 3 provides data on aboriginal children in care by region. The category "status unknown" provides an indication of the potential number of non-billable CICs. These data indicate an uneven distribution of cases across regions, with Region J having double the number of most other regions.

If Option 5 above is rejected, there are three primary options for allocating responsibility for funding non-billable CICs.

Option 1

The "host" region funds out of its allocation.

Pros

1. Transfers of funds from the host regions would match the delegation of responsibility to First Nations.

Cons

1. Delegation of authority to First Nations leaves the host region with considerable residual responsibilities, e.g., managing relations between the Ministry and the First Nations agencies, capacity building, etc.
2. Delegation does not involve the assumption of full responsibility at once by First Nations. The host region carries some responsibilities for child protection for some period.
3. The loss of funds would fall disproportionately on some regions given their relatively large First Nations populations.

Option 2

Fund from a Ministry-wide source of funds. Funds would have to be set aside for this purpose from all regional funds.

Pros

1. See Cons to Option 1.
2. A formula could be developed for creating the Ministry fund which adjusted overtime for any diminution of particular regions workload as First Nations develop full delegation capacity.

Cons

1. It may be argued the host regions should bear more funding responsibility for supporting services in its region.

Option 3

Host region to share some portion of costs (e.g, 1/2 or 1/3) with the balance supported by a Ministry-wide fund.

Pros

1. Places more of the funding responsibility on the host region than Option 2.

Cons

1. The burden on some host regions may be unmanageable.

Financial Implications

A key factor in selecting the above options is their cost impact.

The data in Appendix 3 indicate the current number of non-billable CICs. These numbers may be high, as some designated non-billable may later be found to be billable. On the other hand, because the aboriginal population is growing rapidly, the number of CICs may increase.

Factors which could slow this increase are the development of preventive services on reserves, the implementation of the Child, Family, and Community Service Act on reserve, and economic development on reserve associated with the treaty and pre-treaty economic development initiatives.

In short, predicting the future cost burden to the province of selecting the above options has a number of uncertainties.

Appendix 2 offers estimates of the cost of the Options based on the current non-billable CIC caseload.

File:ABILL.BN

Day 2

Tuesday
October 8, 1996



June 3, 1996

All Chiefs and Councils
First Nations Summit
Union of British Columbia Indian Chiefs
All Directors/Managers of FNCFS Programs
First Nation Family and Childcare Workers Society

Re: INDIAN CHILDREN-IN-CARE COSTS

We are writing to advise you that on March 28, 1996, the Department of Indian Affairs and Northern Development (DIAND) and the Ministry of Social Services (MSS) signed a Memorandum of Understanding (MOU) which sets out the financial responsibilities of the two governments for registered Indian children admitted to the care of the Director, Child, Family and Community Service Act. The newly-signed MOU (attached) replaces an unsigned draft MOU under which we have worked since 1986. This new administrative arrangement does not affect the range of services delivered to children in care, nor will it change the existing method used for calculating per diem costs as described in the MOU (refer to Appendix B).

Under the MOU, DIAND will reimburse MSS for the costs of defined child protection services to registered Indian children whose parents were ordinarily resident on reserve at the time of the child's admission to MSS care. DIAND will also reimburse MSS for the same services MSS provides to registered children whose parents were temporarily off reserve while obtaining health services; attending a provincially approved and recognized drug and alcohol treatment centre, shelter for battered persons and other community care homes; serving a criminal sentence imposed by a court; or, attending an educational or training program full time. MSS will assume financial responsibility for all other Indian children in care of a Director.

Any funds specific to the payment of costs for certain off-reserve admissions which are saved by DIAND from this realignment of fiscal responsibilities will be directed to the development of new on-reserve First Nations Child and Family Services (FNCFS) programs in British Columbia.



- 2 -

Our governments remain committed to supporting First Nations in the delivery of culturally appropriate child and family services. In the coming weeks, our staff will be planning to meet with staff of FNCFS agencies to discuss the administrative arrangements related to the MOU and children-in-care.

If you have questions related to the MOU please contact DIAND representatives Frank Winters or Linda Stiller at (604) 666-5086 or MSS representatives Dave Kennedy or Bob Ayers at (604) 356-6010.

John Watson
Regional Director General
Department of Indian Affairs
and Northern Development
British Columbia Region
340 - 1550 Alberni Street
VANCOUVER BC V6G 3C5

Sheila Wynn
Deputy Minister
Ministry of Social Services
7th Floor
614 Humboldt Street
VICTORIA BC V8V 1X4

Att.

MEMORANDUM OF UNDERSTANDING
(For the Funding of Child Protection Services for Indian Children)

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of Social Services
("British Columbia")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister
of Indian Affairs and Northern Development
("Canada")

1.0 PURPOSE

- 1.1 The purpose of this document is to clarify the roles of the parties and set out the present understanding between the parties pertaining to the financing of certain child protection services to certain Indian persons, as more particularly outlined in this Memorandum.

2.0 DEFINITIONS

- 2.1 All words which are defined in the Act and are used in this Memorandum and are not otherwise defined have the same meaning as ascribed to them in the Act.
- 2.2 In this Memorandum the following words shall have the meanings ascribed to them:
- a) "Act" means the *Indian Act* and all regulations made thereunder, all as amended or replaced from time to time;
 - b) "Caregiver" means a person with whom a child is placed by a Director and who, by agreement with the Director, has assumed responsibility for the child's day-to-day care;
 - c) "CFCSA" means the *Child, Family and Community Service Act*, S.B.C. 1994, c. 27, as amended or replaced from time to time;
 - d) "Child in Care" means an Indian who is under nineteen years of age and who is in the custody, care or guardianship of the Director;
 - e) "Child in Care Costs" means the money paid by Canada to British Columbia for each Eligible Child as more particularly set out in Section 5.2;

- f) "Child Protection Services" means those services outlined in Appendix "D"
- g) "Director" means director as defined in the CFCSA;
- h) "Educational or Training Program" means educational instruction at a secondary school or at a post-secondary or vocational program of a university, college, technical institute or activity centre for the handicapped;
- i) "Eligible Child" means a child who is registered as an Indian under the Act and who:
 - i) as of August 31, 1995, was a Child in Care residing with a Parent who resided on a reserve at the time of that Child in Care becoming such;
 - ii) was a Child in Care who became such on or after September 1, 1995 and was residing with a Parent who was an On Reserve Resident at the time of that Child in Care becoming such; and
 - iii) until March 31, 1996, was a Child in Care on August 31, 1995, who, at the time of the Child in Care becoming such, was residing with a Parent who had not resided off reserve for a continuous period of one year or more without having received income assistance.
- j) "Memorandum" means this agreement and all appendices attached to it.
- k) "MSS" means British Columbia's Ministry of Social Services.
- l) "On Reserve Resident" means an Indian who is ordinarily resident on a reserve and shall include an Indian who is temporarily off reserve:
 - i) while obtaining health services, including health services provided by a "hospital" and "licensed hospital" (both as defined in the *Hospital Act*, R.S.B.C. 1979 c. 176), "community care facility" (as defined in the *Community Care Facility Act*, R.S.B.C. 1979 c.57), "private mental hospital" and "Provincial mental health facility" (both as defined in the *Mental Health Act*, R.S.B.C. 1979 c. 256) and a "home for special care" (as defined in the *Canada Assistance Plan*, R.S.C. 1985 c. C-1);
 - ii) while attending a provincially-recognized and approved drug and alcohol treatment centre, shelter for battered persons and other community care homes;
 - iii) while serving a criminal sentence imposed by a court, including incarceration at a "correction centre" (as defined in the *Correction Act*, R.S.B.C. 1979, c.

70), a "penitentiary" or a "community-based residential facility" (both as defined in the *Corrections and Conditional Release Act*, R.S.C. 1985 c. C-44.6), a "place of temporary detention" (as defined in the *Young Offenders Act*, R.S.C. 1980 c. Y-1), or committed to custody under the *Young Offenders (British Columbia) Act*, R.S.B.C. 1979, c. 438) until such sentence is served; and

- iv) while attending an Educational or Training Program full time, as determined by the educational or training institution, and includes any period off the reserve during school breaks and for periods of up to four months unless the individual does not return to school at the end of the period;
- m) "Parent" means:
 - i) the mother of a child, if she has custody of the child;
 - ii) the father of a child, if he has custody of the child;
 - iii) a person to whom custody of a child has been granted by a court of competent jurisdiction or by an agreement; or
 - iv) a person with whom a child resides and who stands in the place of the child's mother or father,

but does not include a Caregiver or a Director. For further clarity, if more than one person above has custody of a child, the Parent is only the person with whom the child resides most often.

3.0 INTERPRETATION

3.1 The following rules apply to the interpretation of the words "ordinarily resident" as that phrase is used in this Memorandum:

- a) the question as to where a person is ordinarily resident shall be determined by reference to all of the facts of the case;
- b) the place of ordinary residence of a person is the place of habitation or home and, where a person usually sleeps in one place and has meals or is employed in another place, the place of his ordinary residence is where that person sleeps; and
- c) a person can have one place of ordinary residence only, and that person shall retain such place or ordinary residence until another is acquired.

- 3.2 Residency of a Child in Care is determined by reference to where the Child in Care's Parent is ordinarily resident when the child becomes a Child in Care.

4.0 SERVICES AND ELIGIBILITY

- 4.1 British Columbia shall administer the CFCSA for the benefit of Indian persons under the age of nineteen and Canada shall reimburse British Columbia for the cost of Child Protection Services for any Eligible Child.
- 4.2 British Columbia shall submit to Canada a notice of admission into care for each Child in Care it considers to be an Eligible Child in the form currently understood to be used by the parties. Such notice shall also include all information necessary for Canada to determine if the Child in Care is an Eligible Child under this Memorandum.
- 4.3 Based on the information provided by British Columbia pursuant to Section 4.2, Canada will determine if the Child in Care qualifies as an Eligible Child and notify British Columbia of such determination.
- 4.4 Canada shall determine whether a Child in Care is registered, or is entitled to be registered as an Indian under the terms of the Act.
- 4.5 If, pursuant to Sections 4.3 and 4.4, Canada determines that a Child in Care is not an Eligible Child solely as a result of such child not being registered as an Indian, but such child is entitled to be registered as an Indian, British Columbia may submit the required forms in use by Canada for the registration of such child as an Indian.
- 4.6 If, pursuant to Section 4.3, Canada determines that a Child in Care is not an Eligible Child and British Columbia disagrees with such determination, then the parties agree to use their best efforts through the exchange of relevant information to reach a mutually agreeable determination based on such information. Where, despite best efforts, agreement is not reached, the parties will establish a process for resolving the dispute.

5.0 COSTS

- 5.1 Canada agrees that it shall be financially responsible for every Eligible Child to the extent set out in this Memorandum. For better clarity, the parties' financial responsibilities are set out in Appendix A to this Memorandum.
- 5.2 Canada shall pay British Columbia money for each Eligible Child under the per diem system as presently understood between the parties (which, for clarity, is set out in Appendices "B" and "C") after British Columbia has submitted an account pursuant to Section 6.1.
- 5.3 Canada shall also pay British Columbia money for each Eligible Child, who has become so

by operation of Section 4.5, under the per diem system as presently understood between the parties on a retroactive basis up to April 1st of the previous fiscal year or when such child became a Child in Care, whichever is less.

6.0 ADMINISTRATION

- 6.1 British Columbia shall submit, monthly in arrears, an account for payment of Child in Care Costs for every Eligible Child. This account shall include the name of each Eligible Child, the Eligible Child's band, the number of days during that month that the Eligible Child was such, and the type of placement resource.
- 6.3 Information pertaining to an Eligible Child shall be provided by a Director to Canada or the band of the Eligible Child upon written request by either, subject to privacy legislation requirements, if, in the opinion of a Director, it is in the best interest of the Eligible Child to release the information.
- 6.4 Information pertaining to an Eligible Child shall be provided by a Director to the Parent of the Eligible Child upon written request by the Parent, subject to privacy legislation requirements.
- 6.5 Canada may request an audit be carried out by an independent auditor of British Columbia's records pertaining to Child in Care Costs for each Eligible Child.

7.0 GENERAL

- 7.1 This Memorandum is not intended to be legally binding or to create legally enforceable rights between the parties.
- 7.2 Every reference to a party to this Memorandum shall include the Minister, Deputy Minister, officials and representatives of that party
- 7.3 Any notice, payment or information to be given to one of the parties may be sent, marked "PROTECTED", to the following addresses or fax numbers:

To British Columbia: Director of Financial Services and Comptroller,
Financial Services Division
Ministry of Social Services
2nd Floor, 727 Fisgard St.
Victoria, BC, V8V 1X4

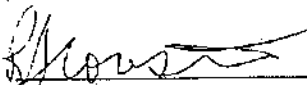
Fax: (604) 356-9637

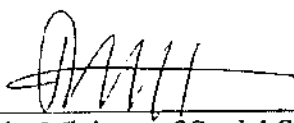
To Canada: Director - Funding Services
Indian and Northern Affairs Canada
300 - 1550 Alberni Street
Vancouver, BC, V6G 3C5


Fax: (604) 666-2046

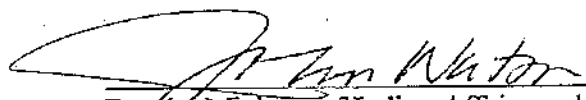
- 7.4 Either party may advise the other by notice in writing of any change in either its address or fax number.
- 7.5 This Memorandum shall remain in effect until terminated by either party giving the other party at least six months written notice. The parties shall make final adjustments within one year of termination of this memorandum.
- 7.6 The parties agree that this Memorandum may only be amended by mutual written consent of the parties.
- 7.7 Since the implementation of the CFCSA may affect the cost and range of Child Protection Services, as defined in Appendix "D", provided to an Eligible Child, both parties shall review the impact of the CFCSA on the Child in Care Costs and Child Protection Services.

Witness that the parties have executed this Memorandum this 28 day of MARCH, 1996.


Witness to the signature of
the Minister of Social Services


For the Minister of Social Services by the Minister's
authorized signatory


Witness to the signature of
the Minister of Indian Affairs
and Northern Development


For the Minister of Indian Affairs and Northern
Development by the Minister's authorized signatory

Appendix "A"

BRITISH COLUMBIA / CANADA
FINANCIAL RESPONSIBILITY FOR REGISTERED INDIAN CHILDREN
IN CARE OF A DIRECTOR OR THE SUPERINTENDENT OF FAMILY AND CHILD SERVICES

<i>Residence of Parent at time of admission of Child in Care</i>	<i>Up to and including August 31, 1995</i>	<i>Transition period of September 1, 1995 to March 31, 1996</i>	<i>April 1, 1996 onward</i>
On Reserve. [refer to terms and conditions of 1986 BC/Canada Draft Memorandum of Understanding (MOU) and 1996 MOU]	Canada has financial responsibility.	Canada has financial responsibility.	Canada has financial responsibility.
Off Reserve: • for less than 12 months • never self supporting without Social Assistance for any 12 month period since leaving reserve [refer to terms and conditions of 1986 BC/Canada Draft MOU and 1996 MOU]	Canada has financial responsibility.	Canada continues to have financial responsibility for eligible children in this category who were admitted to care prior to and including August 31, 1995. Province assumes financial responsibility for children in this category who were admitted to care on or after September 1, 1995.	Province has financial responsibility.
"On Reserve Resident" [refer to 1996 MOU]	Not applicable.	Canada has financial responsibility.	Canada has financial responsibility.
Off Reserve and self supporting without Social Assistance for any 12 month period since leaving reserve	Province has financial responsibility.	Province has financial responsibility.	Province has financial responsibility.

METHOD OF CALCULATING PER DIEM BASE FORMULA

The base formula for calculating the per diem for each Eligible Child shall be composed of two parts - Administration and Supervision (AS) and Maintenance (M) as described below:

D) ADMINISTRATION AND SUPERVISION:

Includes annual actual cost of the following cost items:

1.	Minister's Office	_____	* X 22.5% ** =	_____
2.	Executive & Program Support	_____	* X 30% ** =	_____
3.	Direct Community Services	_____	* X 22.5% ** =	_____
4.	Protection	_____	* X 100% =	_____
5.	Adoption	_____	* X 100% =	_____
6.	Health Services	_____	* 5% ** =	_____
7.	Other Child In Care Costs	_____	* 100% =	_____
Less				
8.	Family Allowance	(_____)	* 100%	(_____)
TOTAL				= (_____)

The above total divided by the total number of Child Pay Care Days*** in all categories for the full year will provide the per diem rate that will be charged for each Eligible Child. This will be known as AS.

(*, ** and ***) - see page 3.

Appendix "B"

Page 2 of 3

II) MAINTENANCE (Includes the cost of one of the following categories, i.e. A, B, OR C.)**A. Foster Care:**

1) Foster Home Costs	_____ * X 100% = _____
2) Day Care Cost	_____ * X 5% ** = _____
3) Infant Development	_____ * X 2% ** = _____
4) Special Services	_____ * X 26% ** = _____
TOTAL = _____	

The above total annual cost divided by the actual number of Child Pay Care Days in Foster Care for the full year will provide the per diem rate to be charged for each Eligible Child in Foster Care. This will be known as M1.

B. Group Care:

Group Care costs	TOTAL = _____
------------------	----------------------

The above total annual cost divided by the actual number of Child Pay Care Days in Group Care for the full year will provide the per diem rate to be charged for each Eligible Child in Group Care. This will be known as M2.

C. Institutional Care:

Institutional costs	TOTAL = _____
---------------------	----------------------

The above total annual cost, based on actual per diem rates for children in institutional care, divided by the total annual Child Pay Care Days in Institutions, will provide the per diem rate to be charged for each Eligible Child in Institutional Care. This will be known as M3.

In summary, the unit cost per Child Pay Care Days is calculated by adding AS to either M1, M2, or M3 as above, depending on the type of care a given Eligible Child received on the last day of each month or the final day in which such child was in a paid resource for that month.

Appendix "B"

Page 3 of 3

The monthly billing will reflect the actual number of Pay Care Days and will be based on the type of paid care each Eligible Child will be receiving on the last day of the billing month or the final day in which such child is in a paid resource for that month.

If the method of calculating a total cost element as reflected the MSS's Financial Management Report changes materially from that of the previous year, then Canada may require this percentage factor to be adjusted accordingly.

- * This will represent the total cost element as reflected in the MSS financial management reports.
- ** This percentage factor, calculated by the MSS, represents the percentage of the costs applicable to children in care and may be subject to change, given acceptable evidence presented by the MSS.
- *** Child Pay Care Days means the aggregate days of care provided to all children in the care and custody of the MSS where there is a cost to British Columbia.

Appendix "C"

**METHOD OF CALCULATION OF THE ANNUAL INCREMENT FOR
CHILD WELFARE PER DIEM RATES**

On _____ of each year there shall be:

- 1) An adjustment to the previous fiscal year's per diem and billing based on actual expenditures with a settlement by either Canada or British Columbia, as the case may be.
- 2) The establishment of the revised per diem rate for the current fiscal year based on:
 - a) The previous year's actual cost of each element in the base formula (See Appendix "B"), plus
 - b) The percentage adjustment to the MSS budget, as indicated in the approved estimates for each cost element (as per Appendix "B") for the current year.
 - c) Divided by the actual number of days in care in each of the categories (see Appendix "B") for the previous fiscal year.

Appendix "D"

CHILD PROTECTION SERVICES TO ON-RESERVE RESIDENTS

Child Protection Services provided by the Ministry of Social Services to Eligible Children and families and which are included in the per diem charge to the Department of Indian Affairs and Northern Development.

- 1) Protection Services:
 - Investigation of alleged neglect and/or abuse referrals.
 - Apprehension.
- 2) Services for Children in Care:
 - Care, protection and placement.
 - Rehabilitation and support services to child
 - Counselling related to protection concerns.
 - Care by agreement as provided for by the *Child, Family and Community Service Act*
- 3) Orders of supervision
 - Cases where a child is discharged from care but returned to parent or guardian under court ordered supervision by Ministry of Social Services.
- 4) Adoption Services
 - Adoption placement and supervision of children.
- 5) Family Relations Wards
 - Placement and supervision of wards in the program.

MEMORANDUM OF UNDERSTANDING
(For the Funding of Child Protection Services for Indian Children)
March 28, 1996

Between: **Ministry of Social Services, Province of British Columbia,**
and: **Department of Indian Affairs and Northern Development, Canada.**

Purpose

The purpose of this agreement is to clarify the roles of DIAND and the Ministry of Social Services in relation to the financing of certain child protection services to certain Indian persons. This Memorandum of Understanding (MOU) replaces an unsigned draft MOU under which we have worked since 1986. This new **administrative arrangement** does not affect the range of services delivered to children in care, nor will it change the existing method used for calculating per diem costs for children in care.

Services and Eligibility

Under the MOU, B.C. will administer the Child Family and Community Services Act for the benefit of Indian persons under the age of nineteen. DIAND will reimburse MSS for the costs of defined child protection services to registered Indian children whose parents were ordinarily resident on reserve at the time of the child's admission to MSS care.

DIAND will also reimburse MSS for the same service MSS provides to registered children whose parents were **temporarily off reserve**:

- while obtaining health services;
- attending a provincially approved and recognized drug and alcohol treatment centre, shelter for battered persons and other community care homes;
- serving a criminal sentence imposed by a court;
- or, attending an educational or training centre full time.

MSS will assume financial responsibility for all other Indian children in care of the Director, including those in care of FNCFS agencies.

Child Protection Services to on-reserve Residents

1. Protection Services:
 - Investigation of alleged neglect and/or abuse referrals.
 - Apprehension.
2. Services for Children in Care:
 - Care, protection and placement
 - Rehabilitation and support services to child
 - Counselling related to protection concerns
 - Care by agreement as provided for by the *Child, Family and Community Services Act*.
3. Orders of supervision
 - Cases where a child is discharged from care but returned to parent or guardian under court ordered supervision by MSS
4. Adoption Services
 - Adoption placement and supervision of children.
5. Family Relation Wards
 - Placement and supervision of wards in the program.

Child in care costs are calculated on the basis of 100% of annual costs of all children in the care of MSS and prorated by care day to arrive at a per diem rate. These per diems are established for each type of care: foster, group or institutional. FNCFS agencies receive the same rates from DIAND as MSS for the category of care.

As of April 1, 1996 these rates are:

Foster care	\$ 71.04
Group care	\$110.23
Institutional	actual

Linda Stiller
IGA
September 30, 1996

Registration of Indian Children

This document comes in response to questions raised about the process for registering Indian children through DIAND in particular, concerns related to the lengthiness of that process.

Registration is a voluntary process; usually parents or legal guardians apply on behalf of infant children. The length of time involved in completing the process often depends upon the type of application.

1. Straight Forward/ Uncomplicated Applications

In these situations, birth parents shown on a large birth certificate or legal guardians shown on a court order sign a parental consent form (see attached) and provide a verified copy of the child's birth certificate. This information is generally provided to the Indian Registry Administrator at the band or tribal council for verification. These documents are then forwarded to the Indian Registry and Band Lists Program, BC Region, DIAND for processing. Given that the information is complete and straight forward, registration can be completed within two weeks.

If Indian children are in care of the Director of Child and Family Service, then the Director, or designate, may apply to register a child by completing an application form, include a verified birth certificate as well as a copy of the court order granting guardianship. This information will be forwarded to the Indian Registry and Band Lists Program, BC Region, 340-1550 Alberni Street Vancouver, BC for processing.

2. Incomplete/Complicated Applications

For a variety of reasons the registration may be somewhat complicated (eg: adoptions, Bill C-31 applications or children born before April 17, 1985 of Bill C31 members). In such cases a more comprehensive assessment process is required and these will probably be referred to the national Indian Register and Band Lists Office, Ottawa. It may takes some months to establish eligibility in these situations.

Recognizing that registration is a voluntary process and that there may be delays around registering children, the DIAND Indian Registry and Band Lists Office, BC Region, has taken several steps to try to alleviate some of the barriers to the registration process:

- (i) The regional Indian Registry and Band Lists Office is informed by Vital Statistics on a monthly basis of those births where parents have indicated aboriginal ancestry. In turn, the Indian Registry and Band List Office notifies the relevant band/tribal council Indian Registry Administrator and requests that steps be taken to have the child registered. (This removes the monetary barrier to providing appropriate documents).

- (ii) The regional Indian Registry and Band List program also provides documents to Indian Registry Administrators outside the province and will process registration for out-of-province clients where all necessary documents are provided.

Should band staff raise concerns with Ministry staff regarding outstanding registrations, it is suggested they be referred to their band/tribal council Indian Registry Administrator who may need to follow up with a regional Indian Registration Officer. If Ministry staff require additional information concerning the registration process or a specific application, please contact an Indian Registration Officer (666-2059) or the Manager of Indian Registration and Band Lists (666-5135).

Frank Winters
Manager, Social Development
Intergovernmental Affairs Directorate
BC Region
02/10/96.



PARENTAL CONSENT for REGISTRATION/STATEMENT of BAND AFFILIATION

We, _____ DOB: _____
Mother yy/mm/dd

Band name _____, Number _____

and _____ DOB: _____
Father yy/mm/dd

Band name _____, Number _____

wish our child: _____

born: _____
Birthdate

to be registered with: ☐ Mother ☐ Father

(Please check one only)

Child resides: ☐ On Reserve ☐ Off Reserve

Mother (signature)

Father (signature)

Address

Address

Telephone Number

Telephone Number

• Witness

• Witness

Date

Date

- This form may be witnessed by anyone (over the age of 19)
- Documentation must match with registry page, otherwise verification needed