

NIL/TU,O CHILD AND FAMILY SERVICES
DELEGATION CONFIRMATION AGREEMENT

THIS AGREEMENT, dated for reference, April 1, 2004

BETWEEN:

NIL/TU,O CHILD AND FAMILY SERVICES SOCIETY S-0037563, a society incorporated under the *Society Act, R.S.B.C. 1996, c. 433* as represented by its duly authorized signatories
("NIL/TU,O")

AND:

The **DIRECTOR** responsible for aboriginal child and family services agencies and designated as such by the Minister of Children and Family Development pursuant to section 91 of the *Child, Family and Community Service Act, R.S.B.C. 1996, c.46*, of the Province of British Columbia

("Director")

AND:

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

("Canada")

WHEREAS:

- A. The Collective Nations are the members of and subscribers to the constitution and by-laws of NIL/TU,O.
- B. NIL/TU,O has given their Executive Director the authority to negotiate this Delegation Confirmation Agreement with the Director and Canada to provide culturally appropriate Services to NIL/TU,O Children and their families.

- C. The Delegation Enabling Agreement dated March 5, 1999 is no longer in effect and the Parties now wish to enter into a new Delegation Confirmation Agreement.
- D. The Province of British Columbia has legislative authority in respect to the welfare of children pursuant to section 92(13) and 92(16) of the *Constitution Act, 1867*; and the Director is responsible for the administration of the *Child, Family, and Community Service Act*
- E. Section 93(1)(g) (iii) of the *Act*, permits the Director to make agreements with a legal entity representing an aboriginal community for the provision of Services.
- F. The Parties confirm their commitment to a cooperative and collaborative relationship based on mutual respect, understanding, consultation and the exchange of information in good faith in a timely manner.
- G. NIL/TU,O asserts their right to care for and protect NIL/TU,O Children and to preserve their connection to their culture and heritage through the delivery of culturally appropriate Services.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.1 In this Agreement, the following terms mean:

“Aboriginal Delegation Matrix” means the aboriginal delegation matrix attached to this Agreement as Appendix A, as amended or replaced from time to time;

“Aboriginal Operational and Practice Standards and Indicators or also know as AOPSI” means particular criteria established by the Director for Delegated Authority under the *Act* in October 1999 as amended or replaced from time to time;

“Act” means the *Child, Family and Community Service Act*, R.S.B.C. 1996, c. 46, as amended from time to time and includes the “Child, Family and Community Service Regulations (Jan.29, 1996, O.C. 1589/95, BC reg.527/95, including amendments BC reg.400/99) enacted pursuant thereto;

“Administrative Review” means an independent process to review complaints from children, families and any other person representing the child respecting NIL/TU,O’s decisions and practice;

“Agreement” means this delegation confirmation agreement, amendments to this Agreement and all appendices attached to this Agreement (also known as the Delegation Confirmation Agreement);

“Audit” means a process by which the operation of an agency or practice of Delegated Staff is assessed to determine compliance with applicable legislation, regulations, policy and standards including Aboriginal Operational and Practice Standards and Indicators;

“Case Review” means a case specific assessment and evaluation of case practice in relation to fulfilling the delegated powers, functions, and duties under the *Act* specifically as they relate to the policy, procedures, and standards under which *NIL/TU,O* is functioning;

“Collective Nations” means, as of the date of this Agreement, the Tsartlip Indian Band, Tsawout Indian Band, Pauquachin Indian Band, Songhees Indian Band Beecher Bay Indian Band, and Pacheedaht First Nation as designated and recognized pursuant to in the *Indian Act*, R.S.C. 1985, c I-5;

“Comprehensive Funding Arrangement” means an arrangement between Canada and NIL/TU,O pursuant to Directive 20-1 which provides funding for the provision of comprehensive child and family Services (including both prevention and protection) for Eligible Children;

“Contract Counsel” means a lawyer retained by the Ministry of Attorney General, Legal Services Branch to provide legal representation and advice to the Director and his delegates in respect of the exercise of their powers, duties and functions pursuant to the *Act*;

“Days” means working days, excluding weekends and statutory holidays;

“Delegated Authority” means the powers, duties or functions under the *Act* delegated by the Director pursuant to section 92 of the *Act*;

“Delegated Staff” means employees of NIL/TU,O who have received Delegated Authority;

“Directive 20-1” means Canada’s policy regarding administration and funding of the “First Nations Child and Family Service Program” issued as a follow-up to the federal cabinet decision dated July 27, 1989, as amended or replaced from time to time. The current policy is attached as Appendix B to this Agreement, entitled “Program Directive 20-1”;

“Eligible Child” means any person under the age of 19, registered as an Indian under the *Indian Act, R.S.C. 1985, c I-5*, whom has at least one parent on a Reserve of one of the Collective Nations and who would qualify for federal funding under the Memorandum of Understanding;

“Executive Director” means the Executive Director of *NIL/TU,O* appointed by *NIL/TU,O Child and Family Services*, including anyone duly designated to act in that capacity in the absence of the permanent holder of this title;

“Geographic Service Area” means the Reserves of the Collective Nations’ and the greater Victoria area including the Saanich peninsula, the Western Communities, Pedder Bay and Port Renfrew, British Columbia as shown on the maps attached hereto as Appendix D;

“Ministry” means the Ministry of Children and Family Development (MCFD) and its successor;

“Memorandum of Understanding” means the Memorandum of Understanding between Canada and the Province of British Columbia dated the 28th day of March, 1996, as amended from time to time and attached to this Agreement as Appendix C;

“NIL/TU,O” means *NIL/TU,O Child and Family Services*;

“NIL/TU,O Children” means any child, where one or both parents are a member of any one of the Collective Nations;

“Ordinarily Resident on Reserve” means a person who is registered as an Indian under the *Indian Act, R.S.C. 1985, c I-5*, and who ordinarily resides on Reserve and shall include such a person who is temporarily residing off Reserve to:

- (a) obtaining health services provided by a “hospital” or “licensed hospital” or “community care facility” or “provincial mental hospital” or “provincial mental health facility” or a “home for special care”;

(b) attending a provincially recognized and approved drug and alcohol treatment center, shelter for battered persons or other community care homes;

(c) serving a criminal sentence imposed by a court, including incarceration at a "incarceration centre" or "penitentiary" or "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 (British Columbia) Act*, R.S.C. 1997, c. 438 or committed to custody under the *Young Offender Act* until such sentence is served; and

(d) 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;

"Parties" means the Director, NIL/TUO, and Canada;

"Program Evaluation" means a process, which evaluates and assesses programs and services to determine whether NIL/TU,O is meeting their goals and objectives;

"Protocols" means written agreement (s), which explain how NIL/TU,O will work with other service organizations as set out in the Ministry's AOPSI to provide Services to children and families identified in this Agreement;

"Province" means Her Majesty the Queen in right of the Province of British Columbia;

"Reportable Circumstances" means reportable circumstances as defined in the Ministry's Aboriginal Operational and Practice Standards and Indicators;

"Reserve" means any lands set apart by Canada for the use and benefit of any of the Collective Nations;

"Services" means any function, power, duty or service provided for in the *Act*, and any regulations made under the *Act*, as amended from time to time.

- 1.2 All words used in the Agreement, which are defined in the *Act* and not otherwise modified or replaced in Section 1.1 of the Agreement have the meaning ascribed to them in the *Act*.

2.0 PURPOSE

- 2.1 The Parties agree that the purpose of this Agreement is to:

- (a) establish responsibility of NIL/TU,O for the delivery of Services to Eligible Children, NIL/TU,O Children, and their families.
- (b) identify the roles and responsibilities of each of the Parties necessary for the effective implementation of NIL/TU,O Services as specified in this Agreement and associated protocols;
- (c) describe the mechanisms, guiding principles and financial arrangements for the provision of Services delivered pursuant to this Agreement; and
- (d) confirm the rights of NIL/TU,O Children to be connected to their culture and heritage and to receive culturally appropriate Services from NIL/TU,O.

3.0 PRINCIPLES AND GOALS

- 3.1 NIL/TU,O and the Director agree that the Services delivered under this Agreement, as set out in section 4, are subject to the paramount considerations of the safety and well being of the child, and the guiding and service delivery principles as set out in Section 2 and 3 of the *Act*, and the best interests of the child as set out in Section 4 of the *Act*.
- 3.2 NIL/TU,O and the Director agree to work cooperatively toward the delivery of child and family Services to children and families in accordance with the principles set out under Sections 2, 3, and 4 of the *Act*.

4.0 DELEGATION OF THE DIRECTOR'S AUTHORITY

- 4.1 The Director and NIL/TU,O agree that the Director, pursuant to section 92 of the *Act*, may delegate his powers, duties, and functions to a person or persons employed by NIL/TU,O in accordance with the Aboriginal Operational Practice Standards and Indicators

approved by the Director for Delegated Authority.

- 4.2 The Parties agree that NIL/TU,O will deliver Services in accordance with the *Act*.
- 4.3 The Director has the right to intervene in any case in a manner that he deems necessary to comply with applicable provincial legislation. The Director will make every effort to inform the Executive Director before intervening in a NIL/TU,O case unless exceptional circumstances exist that cause the Director to conclude it would put a child or other person at risk of physical or emotional harm, neglect or abuse to do so.
- 4.4 In cases of exceptional circumstances, where the Director concludes it necessary to intervene in a NIL/TU,O case, the Director will notify the Executive Director or designated Delegated Staff of NIL/TU,O within twenty-four (24) hours.
- 4.5 NIL/TU,O agrees to provide Services in accordance with the Aboriginal Operational and Practice Standards and Indicators.

5.0 DUAL ACCOUNTABILITY OF DELEGATEES

- 5.1 NIL/TU,O has established and will maintain personnel policies that address the dual accountabilities of the Delegated Staff to their employer and to the Director.
- 5.2 For greater certainty, Delegated Staff are accountable to:
- (a) the Executive Director and the NIL/TU,O Board of Directors;
and
 - (b) the Director who has responsibility to provide for the safety, best interest and well being of the children under the *Act* and as such the Delegated Staff will be subject to the direction of the Director with regard to their specific Delegated Authority consistent with the Aboriginal Operational and Practice Standards and Indicators.
- 5.3 At the request of NIL/TU,O, the Director may assist NIL/TU,O in developing personnel policies outlined in subsection 5.1.

6.0 PROVISION OF SERVICES

- 6.1 NIL/TU,O agrees, subject to the AOPSI, to provide Services to NIL/TU,O Children and families residing within the Geographic Service Area with the funding as set out in Article 15 of this Agreement.
- 6.2 The Director and NIL/TU,O agree that NIL/TU,O staff will, subject to receiving Delegated Authority as set out in Article 4 and subsection 6.3 of this Agreement, provide Services to the children and families in accordance with their level of Delegated Authority.
- 6.3 NIL/TU,O agrees as follows:
- (a) that NIL/TU,O and the Delegated Staff have met all the requirements as set out in the Ministry's AOPSI for Delegated Authority under *C1*, *C2*, *C3*, and *C4* in the Aboriginal Delegation Matrix; and
 - (b) that NIL/TU,O and the Delegated Staff will complete all of the Director's requirements as set out in the Ministry's AOPSI for Delegated Authority under *C6* in the Aboriginal Delegation Matrix.
- 6.4 NIL/TU,O and the Director will work together to preserve the cultural identity of NIL/TU,O Children residing in the Geographic Service Area who are in the care of the Director.
- 6.5 The Director and NIL/TU,O agree that Protocols will be developed that clearly identify the principles and the interface of roles and responsibilities between NIL/TU,O and the Ministry.
- 6.6 NIL/TU,O and the Director agree that Services, as set out in section 6.1 above, will be provided on a twenty four (24) hour continuous basis.

7.0 TRAINING

- 7.1 NIL/TU,O and the Director agree that the Director will provide specialized training required for Delegated Authority, or any new procedure required by the Director. NIL/TU,O will be responsible for travel and accommodation costs associated with this training.
- 7.2 The Director will provide training opportunities for NIL/TU,O

employees and training resources that:

- (a) are equivalent to those ordinarily available to Ministry employees for the purpose of meeting the standards required by the Director for Delegated Authority,
- (b) are equivalent to those ordinarily available to Ministry foster homes and residential care services,
- (c) are required by the Director for the delivery of Services in the Geographic Service Area, and
- (d) enhance the working relationships between NIL/TU,O employees and the Ministry's regional staff.

8.0 LEGAL ADVICE AND REPRESENTATION

8.1 NIL/TU,O and the Director agree as follows:

- (a) that the Province's Attorney General has responsibility for all litigation in respect to all matters within the authority and jurisdiction of the legislature within the Province. A Contract Counsel retained by the province's Ministry of the Attorney General, Legal Services Branch can only provide legal advice and representation to Delegated Staff on legal proceedings they conduct under the authority of the *Act*;
- (b) When matters arise related to engaging, dismissing, or evaluating counsel to represent Delegated staff in legal proceedings arising out of their exercise of Delegated Authority, the Director will seek the recommendation of NIL/TU,O and forward this recommendation to the Ministry of Attorney General, Legal Services Branch.
- (c) NIL/TU,O may make recommendations to the Director concerning Contract Counsel issues at any time. The Director agrees to forward these recommendations to Ministry of Attorney General, Legal Services Branch for their review and consideration.

9.0 STANDARDS AND POLICY DEVELOPMENT

- 9.1 NIL/TU,O may formulate and implement policies related to the delivery of Services, which are consistent with the Aboriginal Operational and Practices Standards and Indicators, with the exception of the Ministry's policies regarding Reportable Circumstances.
- 9.2 Until NIL/TU,O develops policies pursuant to sub-section 9.1 as above, Ministry standards and policies will apply.
- 9.3 When requested by NIL/TU,O, the Director may assist NIL/TU,O with the development of Service standards and policies.
- 9.4 NIL/TU,O and the Director agree to use, as the basis for the Services delivered by NIL/TU,O, the standards set out in the Aboriginal Operational and Practice Standards and Indicators.
- 9.5 The Director, through an established process, will provide NIL/TU,O with opportunities to participate in the development of new or amended Aboriginal Operational Practice Standards and Indicators.

10.0 INFORMATION MANAGEMENT

- 10.1 The Parties agree that all information obtained under the authority of the *Act* is information in the custody or control of the Director within the meaning of section 73 of the *Act* and is subject to access and periodic review by the Director.
- 10.2 NIL/TU,O agrees that only Delegated Staff and other staff, that have taken an oath of confidentiality, will have access to information or records in the case files of NIL/TU,O.
- 10.3 The Director and NIL/TU,O agree that they must adhere to and ensure adherence to Part 5 of the *Act*, and the storage and future retrieval of files as anticipated by the Province's *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and the *Document Disposal Act*, R.S.B.C. 1996, c.99, as may be replaced or amended from time to time, and any other applicable law affecting the release, transfer, storage, movement, disclosure, access to, or retention of information collected under the authority of the *Act*.

- 10.4 NIL/TU,O agrees to maintain complete records and files whether manual or electronic on all activities it undertakes under the authority of the *Act* and will permit access and retrieval of these records and files by the Director.
- 10.5 NIL/TU,O agrees to maintain case records in a manner sufficiently compatible with Ministry case records practices to enable files to be incorporated into a central electronic file registry and to allow for case continuity in the file transfer process. Further, NIL/TU,O and the Director agree to support the development of an interface that would enable information related to Delegated Services to be shared electronically between NIL/TU,O and the Ministry.
- 10.6 The Director and NIL/TU,O agree that files will be transferred in a secure, orderly and timely manner to ensure that the party with responsibility and appropriate level of authority for a case has a complete service record.
- 10.7 NIL/TU,O agrees to transfer closed files to the Ministry Records Management Unit Branch or Provincial Records Storage Facilities for storage and disposal.
- 10.8 NIL/TU,O will utilize the services of the Ministry Information and Privacy Division to process applications that are made to NIL/TU,O under the FOIPPA or the Act for access to information on NIL/TU,O files.
- 10.9 The Ministry will prioritize the processing of such applications, as above in sub-section 10.8 in the same way as it prioritizes applications arising through Ministry offices and will process them at no charge to NIL/TU,O.
- 10.10 The Director and NIL/TU,O agree to provide notice to one another regarding the inspection of records and record management systems as required, and to provide access to one another's records and record management systems.
- 10.11 Canada agrees to deal with any information obtained by it under this Agreement in accordance with the federal *Privacy Act R.S.C. 1985, c. P-21* (the "*Privacy Act*").
- 10.12 The Director shall be provided with incident reports regarding Reportable Circumstances.

11.0 AUDIT

11.1 NIL/TU,O and the Director agree that the audit function provides:

- (a) The Executive Director with information and recommendations upon which to base administrative and management decisions that will enhance and improve Services to children and families;
- (b) The Director with information necessary for him to carry out the Director's responsibilities under the *Act*.

11.2 The Director and NIL/TU,O agree that Audits of Services provided by NIL/TU,O pursuant to this Agreement and related programs will take place:

- (a) as required by the Director;
- (b) at intervals as agreed upon by the Director and NIL/TU,O;
- (c) pursuant to applicable provincial legislation.

11.3 The Director and NIL/TU,O agree that the Audits may include all Services provided by NIL/TU,O under Delegated Authority provided in accordance with Section 4 of this Agreement.

11.4 The Director agrees to provide the Parties with results of any Audit of Services conducted.

11.5 The Director agrees to bear the costs of Audits that the Director conducts pursuant to section 11.2 of this Agreement.

12.0 REVIEW OF SPECIFIC CASES

12.1 The Director and NIL/TU,O acknowledge that in a specified case, the Director, pursuant to the Aboriginal Operational and Practice Standards and Indicators, may conduct a Case Review.

12.2 The Director and NIL/TU,O agree that Case Reviews contemplated under subsection 12.1 of this Agreement may include reviews in respect of, but not limited to:

- (a) any Reportable Circumstances referred by the Director and NIL/TU,O resulting from Services delivered by NIL/TU,O at the time of the Reportable Circumstance, and
- (b) specified cases where the Director requires the facts and circumstances respecting the practice of any NIL/TU,O staff.

13.0 PROGRAM EVALUATIONS

- 13.1 Program evaluations requested by the Director and agreed upon by NIL/TU,O will be the financial responsibility of the Director.
- 13.2 Evaluations may be designed to determine whether:
 - (a) obligations under this Agreement and under the *Act* are being met, and
 - (b) agreed upon standards and processes are adhered to, and
 - (c) allocated resources are dedicated to NIL/TU,O Services.

14.0 CONFLICT/DISPUTE RESOLUTION

- 14.1 The Parties agree that, with respect to the interpretation, application, and implementation of this Agreement, including funding or any other matter that would significantly impact NIL/TU,O's ability to deliver Services under this Agreement, all of the Parties can deal with these matters, when necessary, through a scheduled meeting of a joint advisory committee representing all of the Parties.
- 14.2 NIL/TU,O and the Director agree that, where there is a conflict between NIL/TU,O and Director on the safety and/or placement or Services to a child and/or family, the Director, after consultation with NIL/TU,O, will have the final decision.

15.0 FINANCIAL ARRANGEMENTS

- 15.1 Subject to annual appropriations by Parliament and the approval of applicable funding authorities, and in accordance with this Agreement, Canada agrees to provide funding under its Directive 20-1 to NIL/TU,O through a Comprehensive Funding Arrangement entered into between Canada and NIL/TU,O which will be replaced annually during the Term of this Agreement.

- 15.2 NIL/TU,O agrees to comply with Canada's reporting requirements and funding policies that are set forth in Directive 20-1, the British Columbia Region Year End Reporting Guide, and the British Columbia Regional Allocation, Reporting and Coding Handbook, all as may be replaced or amended from time to time.
- 15.3 The annual calculation of funding completed in accordance with Directive 20-1, and the determination of the Eligible Child population for NIL/TU,O, which are respectively applicable to the initial year of this Agreement, are attached as Appendix E and will each be annually amended and replaced.
- 15.4 NIL/TU,O agrees to utilize Directive 20-1 funding it receives from Canada to provide Services to the Eligible Children and their families that are comparable to those Services made available by the Ministry to other children and families in similar circumstances.
- 15.5 The funding provided by Canada further to this Agreement is intended to be all inclusive and is to be inclusive of all costs associated with the delivery of Services to the Eligible Children and their families including but not limited to:
- (a) operations funding to provide comprehensive Services to Eligible Child including support, prevention, protection, and adoption services;
 - (b) the costs associated with staffing, salaries and benefits, administration, travel, professional development, insurance and legal fees related to operations, leasing of office space, computers and software systems required for the delivery of Services and program evaluation funding;
 - (c) reimbursement for maintenance costs for Eligible Children in the care of the Director in accordance with the rates established under and the terms of the Memorandum of Understanding.

- 15.6 The Director and NIL/TU,O agree that the Ministry, through the Vancouver Island Region, will provide funding to NIL/TU,O for Services to children and families not eligible for funding by Canada. The amount and method of payment of such funding will be negotiated.
- 15.7 Prior to NIL/TU,O providing any Services to children and families who are not considered Eligible Children for the purposes of funding from Canada, Ministry funding to NIL/TU,O shall be agreed upon and reviewed annually between NIL/TU,O and the Ministry's regional executive director to meet requirements of subsection 15.6 of this Agreement.

16.0 LIABILITY ISSUES

- 16.1 NIL/TU,O agrees to indemnify and save harmless Canada, its heirs, successors, officials, employees and agents (collectively, "Her Majesty") from any losses, claims, damages, actions, causes of action, costs and expenses that Her Majesty may sustain, incur, suffer, or be put to at any time, either before or after the termination of the Agreement, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by NIL/TU,O or by its agents, employees, officers, directors, contractors or subcontractors in respect of the provision of Services pursuant to this Agreement, except as may be caused by any independent negligent act of Her Majesty.
- 16.2 NIL/TU,O agrees to indemnify and save harmless the Province, its employees and agents (each an "Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses that an indemnified person may sustain, incur, suffer, or be put to at any time, either before or after the termination of this Agreement, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by NIL/TU,O or by and of its agents, employees, officers, directors, or subcontractors in respect of the provision of Services pursuant to this Agreement, except liability arising out of any independent negligent act of the Province.

- 16.3 NIL/TU,O agrees to subscribe to and the Ministry agrees to pay for, a minimum of \$2,000,000 of Comprehensive General Liability Insurance under the terms and conditions of the Government Master Insurance program as they may exist from time to time, and to renew this policy while this Agreement is in effect with the understanding that this insurance will include as insureds: employees, agents, and approved contractors of NIL/TU,O who are not required to have Delegated Authority, but are required to perform a duty or function under the direction of the Delegated Staff. The Director and NIL/TU,O agree that there will be no cost to NIL/TU,O for this insurance coverage.

17.0 NON-DEROGATION

- 17.1 The Parties agree that this Agreement is not intended to be a treaty for the purpose of sections 25 and 35 of the *Constitution Act, 1982*.
- 17.2 The Parties agree that this Agreement is not intended to jeopardize, prejudice, or affect present or future treaty negotiations, or the result of any such negotiations, or abrogate or derogate from any existing aboriginal or treaty rights.
- 17.3 The Director acknowledges that this Agreement does not limit or restrict NIL/TU,O in seeking to negotiate an Agreement with the Minister for the designation of a director under Section 91 of the *Act*.

18.0 TERM OF THE AGREEMENT, AMENDMENT AND TERMINATION

- 18.1 This Agreement will commence on the date first written above and expire on March 31, 2009.
- 18.2 This Agreement may be renewed for further terms by the written agreement of the Parties. The Parties agree to issue a notice of interest to renew at least 6 months prior to expiry of this Agreement and any possible subsequent renewal terms. The Parties acknowledge that any failure to renew prior to the expiry date of this Agreement will entail the need to enter into a new agreement and may result in gaps to the provision of services by NIL/TU,O and funding respectively by Canada and the Ministry.
- 18.3 This Agreement may be terminated by any Party on 90 days with written notice to the other Parties that will include the reasons for termination.

- 18.3 This Agreement may be terminated by any Party on 90 days with written notice to the other Parties that will include the reasons for termination.
- 18.4 If the Director gives 90 days notice of termination of the Agreement for an alleged default, the notice shall include details of the alleged default and the section of the Agreement under which the default is said to have occurred. The notice may:
- (a) provide recommendations of how any alleged default may be remedied, such as a recommendation that the Director appoint an advisor to assist the agency in developing a plan for the continued delivery of Services;
 - (b) invite NIL/TU,O to identify and initiate a process to address the alleged default that is satisfactory to the Director.
 - (c) If the alleged default occurred as a result of changes to law, court rules, or a unilateral change in policy of the Director which could have financial implications for NIL/TU,O, the Parties agree to discuss approaches to deal with any such financial implications.
- 18.5 Notwithstanding subsection.18.3 above, the Director, by written notification in accordance with Article 21 of this Agreement, may terminate the Delegation Confirmation Agreement immediately.
- 18.6 Upon termination of this Agreement, NIL/TU,O agrees to return Ministry property and all files and records created under Delegated Authority and in the custody of Delegated Staff to the Director in accordance with the Directors instructions at that time.
- 18.7 If Canada determines that a remedy is not possible in section 14.1 above, Canada may, by written notification in accordance with Article 21 of this Agreement that includes the reasons for termination, terminate this Agreement immediately upon:
- (a) NIL/TU,O failing to comply with terms of the Comprehensive Funding Arrangement applicable to any given year of the term of this Agreement; or
 - (b) NIL/TU,O failing to comply with the terms of this Agreement, inclusive of Canada's reporting requirements and the funding policies referred to in section 15.2 of this Agreement.

19.0INTERPRETATION

- 19.1 This Agreement will be construed in accordance with the laws of British Columbia and Canada and all appendices to this Agreement are integral to the Agreement.
- 19.2 The Parties agree that headings appearing in the Agreement have been inserted for reference only and as a matter of convenience and in no way defines, or limits the scope of any provision of this Agreement.
- 19.3 The Parties agree that in this Agreement, wherever the singular or masculine is used, it will be construed as if the plural or feminine or neutral, as the case may be, had been used where the context requires.

20.0 MISCELLANEOUS PROVISIONS

- 20.1 No member of the Senate or House of Commons of Canada or member of the Legislature of the Province of British Columbia will be admitted to any share or part of this Agreement or any benefit arising there from.
- 20.2 NIL/TU,O will notify the Director and Canada in writing 14 days prior to any change in:
- (a) NIL/TU,O's name and address;
 - (b) NIL/TU,O's status as a legal entity;
 - (c) the authority given NIL/TU,O by the Collective Nations to provide Services and exercise of the rights, duties, powers or functions under this Agreement; or
 - (d) immediately upon any general assignment for the benefit of creditors.

21.0 NOTICE

- 21.1 All notices will be delivered to each other Party and no notice will be effective until such delivery has been made. The addresses for delivery are:
- (a) The Director,
C/o Ministry of Children and Family Development
Province of British Columbia
P.O. Box 9766 – STN PROV GOVT
Victoria, BC V8W 9S5
Fax: (250) 387-7914
 - (b) Canada,
Director of Funding Services

Fax: (604) 666-2046
Director of Intergovernmental Affairs
Fax: (604) 666-9812

Department of Indian Affairs and Northern Development
600 – 1138 Melville Street
Vancouver, BC V8E 4S3

(c) NIL/TU,O Board of Directors and the Executive Director
1 – 2475 Mt. Newton X Road
Saanichton, BC V8M 2B7
Fax: (250) 544-1402
Phone: (250) 544-1400

22.2 Notification is deemed delivered:

- (a) if delivered by hand, upon receipt;
- (b) if sent by electronic transmission, forty eight(48) hours after the time of transmission, excluding from the calculation weekends and public holidays;
- (c) if sent by registered mail, four (4) days after thereof, provided that if there is a postal strike or other disruption such notice will be delivered by hand or electronic transmission.

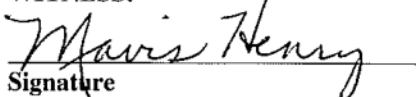
22.3 Any Party whose address or fax number has changed will notify the others in writing of their new address or fax address for notification within 30 days of such change.

22.4 This Delegation Confirmation Agreement shall ensure to the benefit of and be binding on the Parties and their heirs, executors, administrators and permitted assigns.

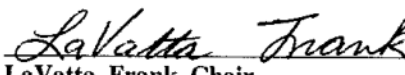
IN WITNESS WHEREOF the Parties have signed and executed this Delegation Confirmation Agreement in counterpart to be effective on the date first written above.

**SIGNED ON BEHALF OF THE
DULY AUTHORIZED SIGNATORIES
NIL/TU,O Board of Directors**

WITNESS:


Signature

MAVIS HENRY
Name (Please Print)

) 
) LaVatta Frank, Chair
) Director – Songhees
)
)

Address

April 21/04

Date

WITNESS

MAVIS HENRY

Signature

MAVIS HENRY

Name (Please Print)

1-2475 MT. NEWTON

Address SAANICHTON

April 21/04

Date

) David Paul, Co-Chair
Director - Tsartlip

) Alec Sam, Secretary
Director, Tsartlip

) Janis Henry, Treasurer
Director, Pauquachin

) Thelma Dick, Director - Songhees

) Gordon Charles, Director - Beecher Bay

) Anna Sawyer, Director - Beecher Bay

) Curtis Henry, Director - Pauquachin

) Gus Underwood, Director - Tsawout

) Frank Pelkey, Director - Tsawout

) Marvin McClurg, Director - Pacheedaht

) Tracy Charlie, Director - Pacheedaht

WITNESS:

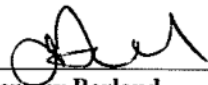

Signature

Julie Dawson
Name (Please Print)

3rd flr. - 777 Broughton, Victoria
Address

April 20, 2004
Date

SIGNED BY THE DIRECTOR,
CHILD, FAMILY AND COMMUNITY
SERVICE ACT

) 
) Jeremy Berland
) The Director responsible for aboriginal
) child and family service agencies,
) as Designated by the Minister
) under Section 91 of the Act

HER MAJESTY THE QUEEN IN THE
RIGHT OF CANADA, as represented
by the MINISTER OF INDIAN AFFAIRS
AND NORTHERN DEVELOPMENT by the
Minister's authorized signatory

WITNESS:

Luc millaire
Signature

Luc millaire
Name (Please Print)

#600-1138 Melville
Address

May 3, 2004
Date

Jennifer Guscott
Jennifer Guscott
Acting Regional Director General
British Columbia Region

APPENDIX A

Aboriginal Delegation Matrix

Appendix A

Delegation of Authority to *Employees of Aboriginal Agencies*
To replace current Vol.2 ;1.1-16 - 1.1 - 19
Date Revised: July 2002

The Director may delegate authority to the employees of an aboriginal agency to undertake the administration of all or part of the Act. The extent of the responsibility undertaken by an aboriginal agency will be the result of negotiations between the Director and the First Nation or aboriginal community to be served by the agency.

Criteria for aboriginal agency delegation are contained in the Aboriginal Operational and Practice Standards October 1999

See CFCSLIST on OV for a listing of aboriginal agencies who have delegated authority.

Delegation categories

- # 11: Student Social Worker**
- # 12. Resource Development/Voluntary Services Social Worker**
 - **Resource Development/Voluntary Services Social Worker**
 - **Resource Development/Voluntary Services Supervisor**
- # 13: Guardianship Social Worker**
 - **Guardianship Services Social Worker**
 - **Guardianship Services Supervisor**
 - **Agency Executive Director**
- #14: Partial Child Protection**
 - **Child Protection Social Worker**
- # 15: Full Child Protection Authority**
 - **Child Protection Social Worker**
 - **Child Protection Supervisor**
 - **Agency Executive Director**

Delegation of Aboriginal Agency Employees

Delegation requests for employees of specific aboriginal agencies are evaluated on the individual employee's skills, abilities, delegation training and areas of responsibility. Individual agency employees who meet delegation criteria, may receive letters of delegation consistent with their agency's level of delegation.

Qualifications Required for Delegation

Specific qualifications and criteria for delegation are defined in *Aboriginal Operational and Practice Standards (January 1999)*. For specific references, see the following:

Level 12 Delegation: Operational Standard 12
Level 13 Delegation: Operational Standard 9
Level 15 Delegation: Operational Standard 4

The aboriginal agency requests delegation through the Deputy Director of Aboriginal Services. The Delegation Registrar manages and administers delegations for staff of aboriginal agencies.

ABORIGINAL DELEGATION MATRIX

This matrix shows the delegation of authority under the *Child, Family and Community Services Act* for aboriginal agency delegates. In addition, the designated Director delegates child in care guardianship responsibilities under section 23 and 29 of the *Family Relations Act*.

Delegation Matrix

The delegation matrix shows the delegation of authority under the *Child, Family and Community Service Act*. The title for each category is listed in the section *Delegation Categories*, at the beginning of the matrix. The matrix identifies only those sections which apply to the director in a different way than to the general public. The director must read the entire Act to determine all of the director's duties under the Act. The reason for this is that some of the director's duties are in fact owned by the general public, and so there is no need to identify them as particular to the director.

Delegation Categories

- **Delegation Level 11: Student Social Worker**
- **Delegation Level 12: Resource Development/Voluntary Services**
- **Delegation Level 13: Guardianship Authority**
- **Delegation Level 14: Partial Child Protection**
- **Delegation Level 15: Full Child Protection Authority**

Delegation Category	11	12	13	14	15
Part 2 – Support Services and Agreements					
5. Support services for families	X	X	X	X	X
6. Voluntary care agreements		X	X	X	X
7. Special needs agreements		X	X	X	X
<i>Part 3 – Child Protection</i> Chapter 2 Division 1 – Responding to Reports					
14. Duty to report need for protection	X	X	X	X	X
15. If a child breaks the law					X
16. (1) Finding out if a child needs protection				X	X
16. (2) (a)				X	X
16. (2) (b)				X	X
16. (2) (c)					X
16. (3)					X
16. (4)					X
16. (5)					X

Delegation Category	11	12	13	14	15
17. If director is denied access to child					X
19. Orders for access by director may be obtained by telephone					X
Division 2 – Cooperative Planning and Dispute Resolution					
22. Mediation		X	X	X	X
23. Effect of family conference or mediation on court proceeding			X	X	X
Division 3 – How Children are Protected					
25. Unattended child					X
26. Lost or runaway child					X
27. Child in immediate danger					X
28. Child who needs to be protected from contact with someone					X
29. Child who needs essential health care					X
29.1 If a supervision order is needed					X
30. Removal of child					X
31. Parents to be notified of child's removal					X
32. Care of a child until another order is made the presentation hearing.					X
33. Returning the child before the presentation hearing					X

33.1 Timing and notice of presentation hearing about application for supervision order.					X
33.2 Presentation hearing about application of supervision order					X
33.3 Nature of presentation hearing					X
Division 4 – Child Protection Hearings and Orders					
34. Duty to attend and inform others of presentation hearing					X
35. Presentation hearing and orders					X
36. If interim order no longer protects the child					X
38. Notice of protection hearing				X	X
39. Parties to a proceeding				X	X
40. Protection hearing				X	X
41. Orders made at a protection hearing					X
Delegation Category	11	12	13	14	15
41.1 Content of supervision orders					X
Enforcement of supervision order after the protection hearing					X
42.1 Presentation hearing about enforcement of the supervision order.					X
42.2 Subsequent hearing about enforcement of supervision order					X
44. Extension of supervision orders & temporary orders					X
46. Supervision of child after temporary custody order ends					X
47. Effect of interim or temporary custody order					X

48. Withdrawing from a proceeding after the presentation hearing					X
Division 5 – Continuing Custody Hearings and Orders					
49. Continuing custody hearing and order					X
50. (1) Guardianship only; not consent to adoption *see below			X	X	X
50. (2)(4)			X	X	X
52. Director's duty to notify Public Trustee			X	X	X
54. Cancellation of continuing custody order			X	X	X
Division 6 – Related Orders					
55. Access to child in interim or temporary custody of director or other person					X
56. Access to child in continuing custody of director			X	X	X
57. Changes to supervision, temporary custody and access orders			X		X
58. If child needs assistance of Public Trustee					X
59. Psychiatric or medical examination orders					X
60. Consent orders					X
61. Custody of child during adjournments					X
62. Suspension of order transferring custody from director					X
Delegation Category	11	12	13	14	15
63. Enforcement of custody order			X	X	X
Division 7 – Procedure and Evidence					
64. Full disclosure to parties		X	X	X	X
65. If director is denied access to record		X	X	X	X

Part 4 – Children in Care					
71. Out-of-home living arrangements		X	X	X	X
Agreements with young people who are in care	X	X	X	X	X
Part 5 – Confidentiality and Disclosure of Information					
77. Exceptions to access rights	X	X	X	X	X
78. Disclosure with consent	X	X	X	X	X
79. Disclosure without consent	X	X	X	X	X
80. Accuracy, protection and retention of information	X	X	X	X	X
Part 6 – Appeals and Reviews					
81. Appeal to Supreme Court					X
82. Appeal to Court of Appeal					X
89. Review by Information and Privacy Commissioner		X	X		X
Part 7 – Administration					
93. (1) (a)		X	X	X	X
93. (1) (b)		X	X	X	X
93. (1) (c)		X	X	X	X
93.(1) (d)		X	X	X	X
93. (1) (e)		X	X	X	X
93. (1) (f)		X	X	X	X
93.(1)(g)(i)	X	X	X	X	X
93. (1) (g) (ii)			X	X	X
93. (1) (g) iii					
93. (1) (g) (iv)					
93. (1) (g) (v)	X	X	X	X	X
93 (1)(h)	X	X	X	X	X
93. (2) (a)		X	X		X
93. (2) (b)		X	X	X	X
93 (3)	X	X	X	X	X
94. Agreements with caregivers		X	X		X
96. Director's right to information		X	X		X
Part 8 - Miscellaneous Provisions		X	X		X
97. Maintenance Agreements and Orders	X	X	X	X	X
98. Restraining Orders		X	X	X	X

Delegation Categories and Matrix
Child, Family and Community Service Act
December 2002

Category	Name	Brief Description of Category
C1	Information Only	<ul style="list-style-type: none"> No legal authority, not in CFCSA Matrix. Permission to access information obtained under CFCSA, subject to the provisions of Section 75. Designed for practicum students (except those in category 2) and employees who require access to information to do their job, but have no case authority.
C2	Child Welfare Specialization	<ul style="list-style-type: none"> No legal authority, not in CFCSA Matrix. Only for Child Welfare/Child Protection Specialization students who are in a fourth-year child protection practicum. Permission to participate in service delivery to enable the student to complete the tasks required in the practicum.
C3	Resources and Voluntary Services	<ul style="list-style-type: none"> Includes authorities to provide support services for families, voluntary care agreements, special needs agreements and to establish residential resources for children in care. Authority must be exercised within the parameters of a job description. This category is also known as Level 12 in the Aboriginal Operational and Practice Standards and Indicators.
C4	Guardianship	<ul style="list-style-type: none"> Includes all of the legal authority in C3 plus additional authorities to carry out the director's guardianship responsibilities for children and youth in continuing custody. Authority must be exercised within the parameters of a job description. This category is also known as Level 13 in the Aboriginal Operational and Practice Standards and Indicators.
C5	Partial Child Protection	<ul style="list-style-type: none"> Includes all of the legal authority in C3 and C4 and limited authority for child protection. The purpose of this category is to give new child protection workers limited authority while working under the supervision of fully delegated practitioners until the required competence to assume full child protection authority is demonstrated. Authority must be exercised within the parameters of a job description.
C6	Full Child Protection	<ul style="list-style-type: none"> Includes all of the legal authority in C3, C4 and C5 and full authority for child protection. Authority must be exercised within the parameters of a job description. This category is also known as Level 15 in the Aboriginal Operational and Practice Standards and Indicators.

APPENDIX B

Directive 20-1

Program Directives 20-1

Chapter 5

Social Development

PD 5.1

First Nations Child and Family Services (FNCFS)

1.0 Purpose

This directive states the department's policy regarding the administration of the First Nations Child and Family Services Program.

2.0 Authority

This directive is issued as a follow-up to the Cabinet Decision of July 27, 1989.

3.0 Issuing Authority

This directive is issued under the authority of the Assistant Deputy Minister of Corporate Services.

4.0 Scope

This directive applies to all employees, both at headquarters and in the regions, in the carrying out of the department's functions in regard to the funding and support of child and family services on reserves.

5.0 Responsibilities

- 5.1 Except where otherwise indicated, this directive will be implemented by the Regional Director General.
- 5.2 The responsibility for approving developmental plans and new funding lies with HQ Financial Services in cooperation with the Indian Programming and Funding Allocations Directorate at HQ.
- 5.3 The Indian Programming and Funding Allocation Directorate is responsible for the interpretation of this directive and for the insertion of any necessary changes.

6.0 Principles

- 6.1 The department is committed to the expansion of First Nations Child and Family Services on reserve to a level comparable to the services provided off reserve in similar circumstances. This commitment is independent of and without prejudice to any related right which may or may not exist under treaties.
- 6.2 The department will support the creation of Indian designed, controlled and managed services.
- 6.3 The department will support the development of Indian standards for those services, and will work with Indian organizations to encourage their adoption by provinces/territory.
- 6.4 This expansion of First Nations Child and Family Services (FNCFS) will be gradual as funds become available and First Nations are prepared to negotiate the establishment of new services or the take-over of existing services
- 6.5 Provincial child and family services legislation is applicable on reserves and will form the basis for this expansion. It is the intention of the department to include the provinces in the process and as party to agreements.

7.0 Developmental Activities

- 7.1 The department will fund the development of new FNCFS organizations as follows:
- (a) *Pre-planning*: This activity is intended to support community consultation, data collection and information gathering sufficient for the preparation of an initial community proposal and preliminary discussions with the province/territory and DIAND. It should produce a detailed plan (direction and services wanted and how they intend to achieve this), and band council resolutions indicating community support for the development of FNCFS.
 - (b) *Planning*: This activity is intended to support all the work leading up to and including a formal agreement between the parties (province/territory, DIAND and Indian groups) for the start-up of a new organization. It will include needs assessment, identification of respective roles and responsibilities, description of services and delivery mode, elaboration of personnel policies (i.e. organization chart, job descriptions, etc.) and financial policies (i.e. accounting system, etc.), description of an implementation plan, funding arrangements, etc.
 - (c) *Start-up*: This phase will see the hiring of staff, the establishment of the office(s), purchase of equipment and furniture, the set-up, orientation and training of local committees and board of directors as well as the initial training of staff.
- 7.2 A pre-condition for moving from one developmental phase to another, is the completion of the previous phase. This funding will be provided only once for each phase to each group and band. Funding of the pre-planning and planning phases can be incorporated in the Comprehensive Funding Arrangement (CFA) of the band or the tribal council and will be considered as a Flexible Transfer Payment (FTP). The start-up funding will form part of a separate contribution agreement, as well the ongoing operating budget.

11.1 The department believes that any new FNCFS organization needs to review its progress as it matures. For this reason, the department will provide a contribution (FTP) of \$30,600 to each new organization in its third and sixth year of operation to complete an internal review of its operation in order to identify weaknesses and strengths and to plan any desired improvements to the quality of its services. The report of this review is for the organization's benefit and does not have to be released to the department. Reviews or evaluations after the sixth year of operation will be the financial responsibility of the FNCFS organization. Over and above these internal reviews, an organization may be required to complete an evaluation in relation to its mandate regarding the protection of children from abuse and neglect; provinces/territory would need to address this matter with Indian organizations.

Agreement(s) will be in place reflecting a comprehensive range of child and family services, service delivery mode, respective roles and responsibility of parties (FNCFS organization, DIAND, province/territory) and will ensure no duplication of services and/or cost. These agreements can be tripartite in nature or complementary bilateral (i.e. DIAND/First Nations and First Nations/Province or Territory).

Because First Nations Child and Family Services (FNCFS) are developmental services being expanded across Canada, they are excluded at this time from Alternative Funding Arrangements (AFA) with bands and tribal councils. The terms and conditions applicable to Comprehensive Funding Arrangements must be included in FNCFS agreements as contained in the national generic model as amended from time to time (Appendix A). The Cash Management Policy also applies. Specific program terms and conditions (Appendix B) will be kept to a minimum.

14.1 In the fiscal years 1990-1991 and 1991-1992, the department funded the development of Indian standards for the delivery of child and family services on reserves. A total of \$1.5M was provided to the regions who determined in consultation with Indian groups in their region the best way of achieving this task. These standards, when adopted by the province/territory, can be implemented if they do not imply additional costs for Canada over and above the funding level described in section 18.

14.3 Final reports are expected in the course of fiscal year 1992-1993.

15.0 Tripartite Mechanism

Each region will initiate a regional tripartite panel or committee, composed of representatives of DIAND, FNCFS organizations and the province, to review program objectives, the development of Indian standards, and to be a vehicle for ongoing discussions on issues of regional concern.

16.0 Effective Date

This directive has been implemented as of April 1, 1991.

17.0 Amendment

Based on input by First Nations and/or provincial/territorial governments, this directive will be amended as required.

18.0 Developmental Activity Funding

- 18.1 Pre-planning will be funded at a rate of \$11,101.06 per group and \$1,665.16 per member band.
- 18.2 Planning will be funded at a rate of \$88,808.48 per group and \$3,330.32 per member band.
- 18.3 Start-up will be funded at a flat rate of \$185,387.70 per organization plus 25% of first year of operational funding as described in section 19.
- 18.4 The above-mentioned flat rate of \$185,387.70 may be adjusted as described in section 20.1.

19.0 Operational funding

- 19.1 For the provision of comprehensive child and family services (both prevention and protection), the department will fund new FNCFS organizations as follows:
 - (a) A fixed amount of \$143,158.84 per organization + \$10,713.59 per member band + \$726.91 per child (0-18 years) + \$9235.23 x average remoteness factor + \$8,865.90 per member band x average remoteness factor + \$73.65 per child x average remoteness factor + actual cost of the per diem rates of foster homes, group homes and institutions established by the province/territory.
 - (b) The above-mentioned fixed amount of \$143,158.84 may be adjusted as described in section 20.2.
 - (c) In its first year of operation, a new organization will receive 75% of the formula, 85% in its 2nd year, 95% in its 3rd year and 100% in its 4th year. These adjustments will reflect a gradual implementation of the formula over a 4-year period.

- 20.0 Funding adjustment for proposed organizations serving less than 1,000 children:**

- 20.2 Operational costs: if the number of children to be served is between 801 and 1,000, no adjustment. If the number of children to be served is between 501 and 800, the fixed amount per organization of \$143,158.84 as described in section 19.1 will be reduced to \$71,579.43; this amount will be further reduced to \$35,789.10 for organizations serving between 251 to 500 children. If the number of children to be served is less than 251, the fixed amount will not be available.

- ## 21.0 Administrative Process

Amend./Modif. 95-04-01

HQ Financial Services has the responsibility for the budgetary allocations necessary for these activities and regions must live within these budgets. The contents of the agreements to be negotiated pursuant to this directive should be closely scrutinized by Legal Services to ensure that the respective roles and responsibilities of the parties are clearly spelled out.

22.0 Effective Date

The financial components of the directive will be implemented as funds become available. All monetary amounts reflect 1995-1996 values. These amounts will be increased every year to reflect cost increases provided by Treasury Board.

23.0 Enquiries

- 23.1 Anyone wishing further information or clarification regarding this directive should contact the Regional Director General or the Director of Indian Programming and Funding Allocations at Headquarters.
- 23.2 All requests for additional copies of this directive should be addressed to the Manuals and Systems Unit, Administration Directorate.

24.0 Appendices

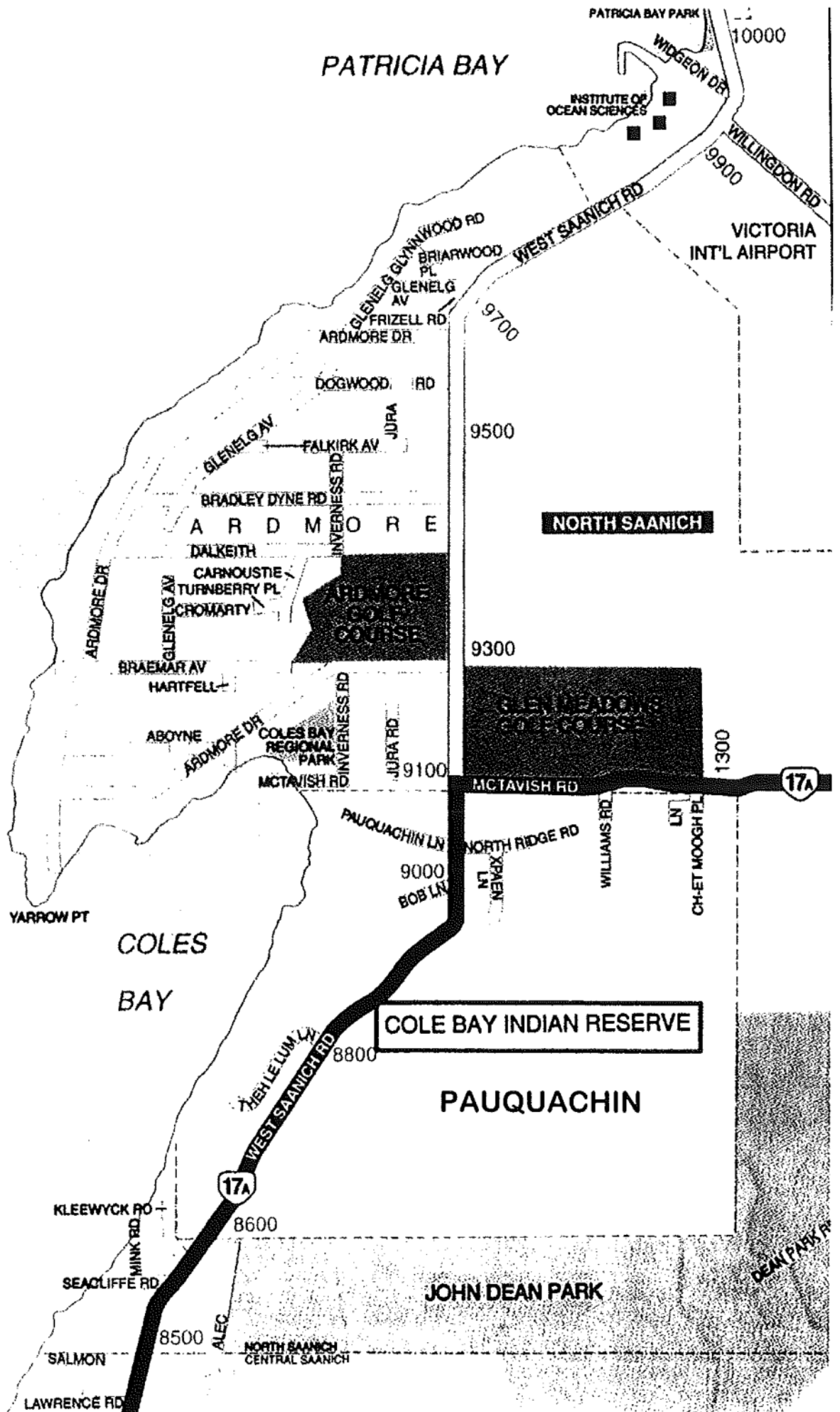
- A - General Terms and Conditions Applicable to Comprehensive Funding Arrangements (CFA)
- B - Specific Program Terms and Conditions
- C - Annual Funding Levels
- D - Specific Program Reporting for First Nations Child and Family Services

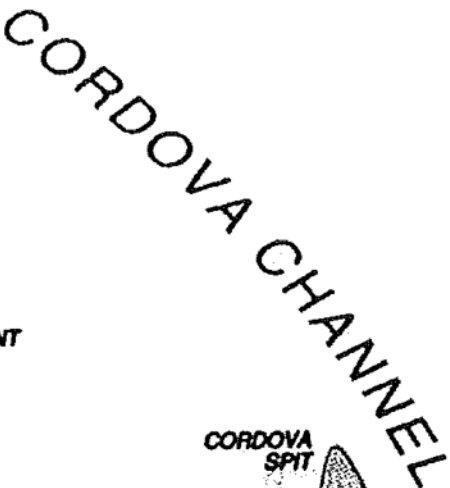
APPENDIX D

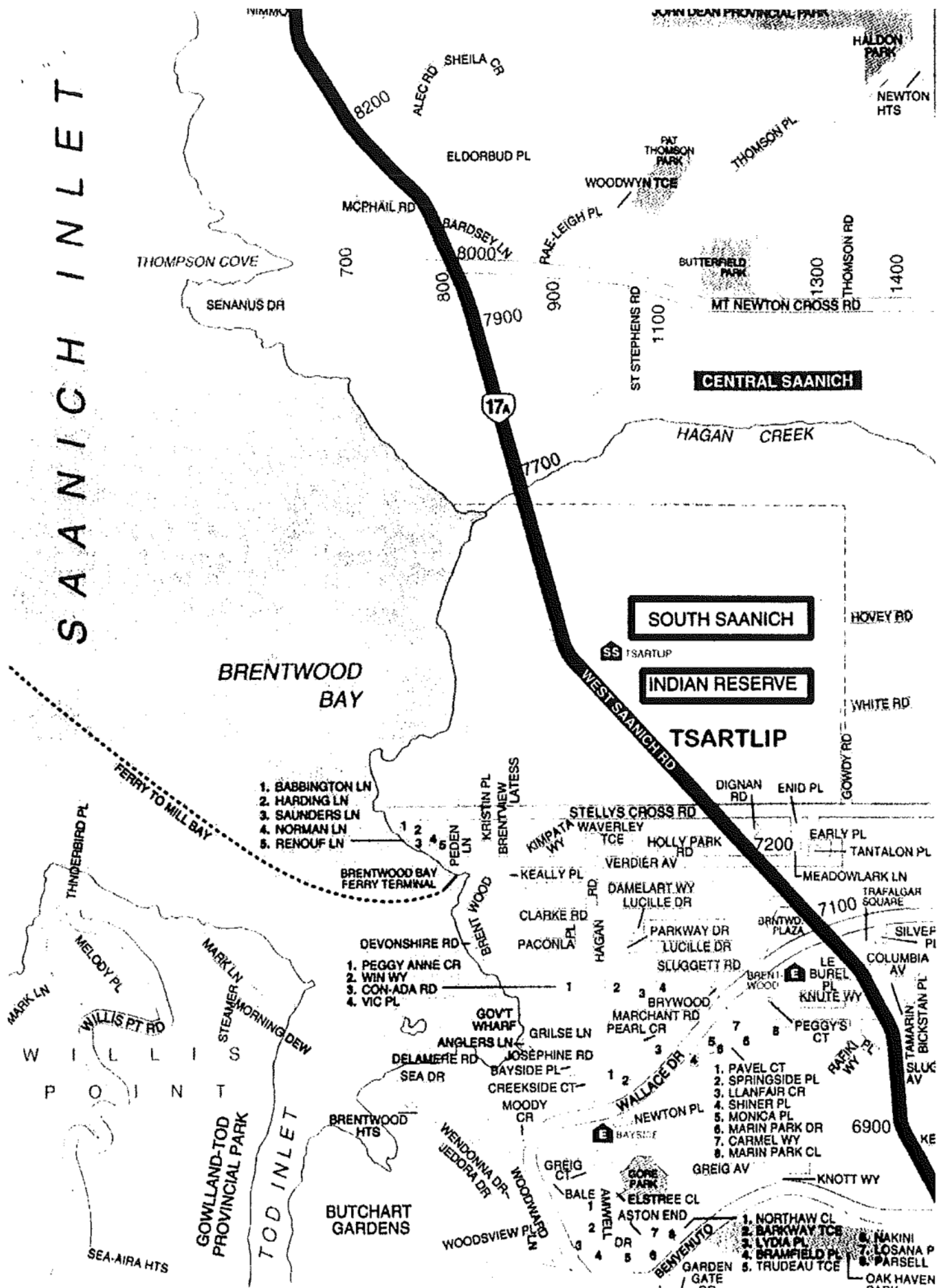
Geographic Service Area

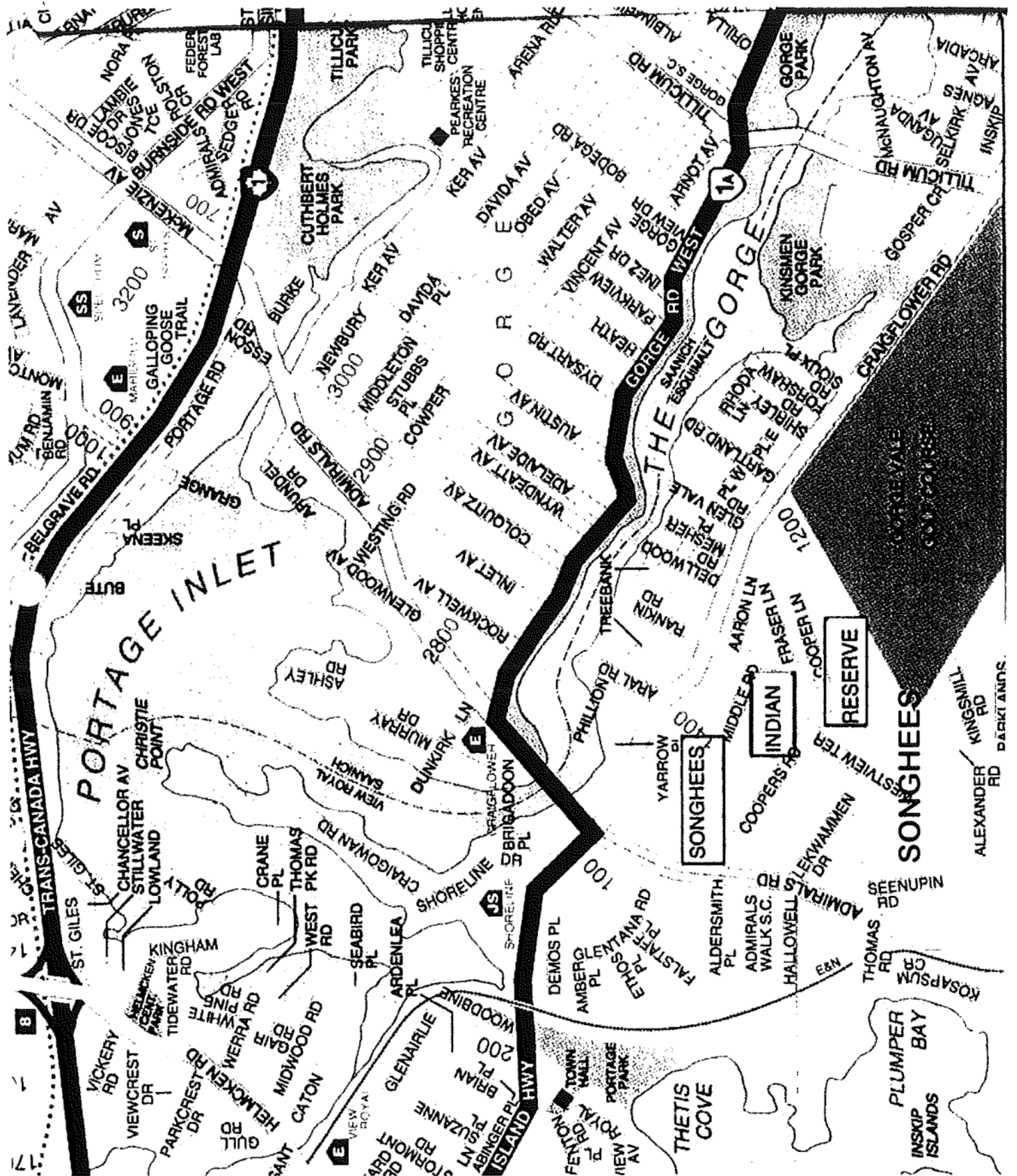
Maps

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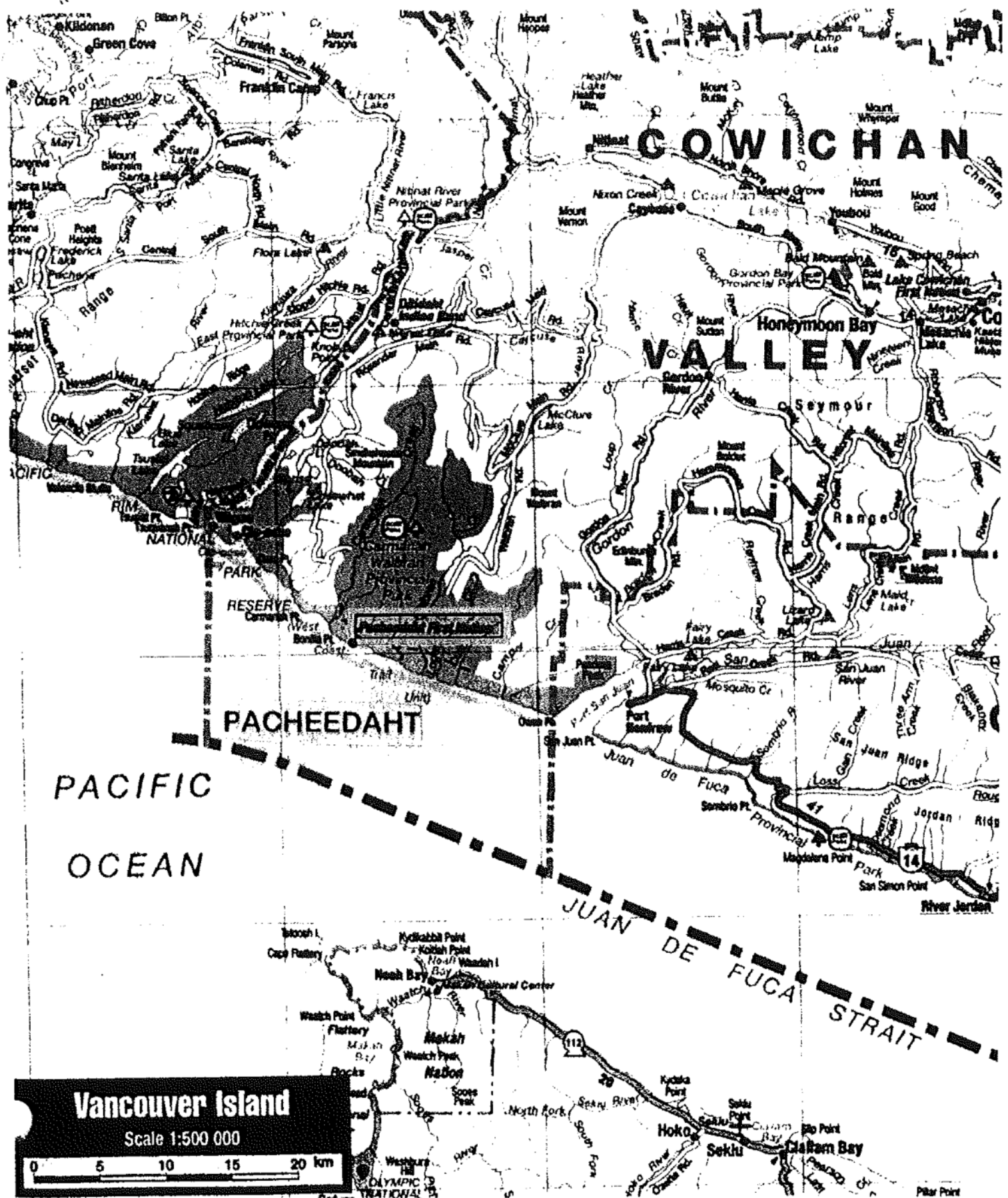












AGREEMENT

THIS AGREEMENT made as of the 5th day of March, 1999.

BETWEEN:

NIL/TU,O CHILD AND FAMILY SERVICES SOCIETY, a society incorporated under the *Society Act*, R.S.B.C. 1996, c.433 (No. S-37563) as represented by its authorized signatories and acting on behalf of Tsawout, Tsartlip, Pauquachin, Songhees & Beecher Bay Nations.

("NIL/TU,O")[†]

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by a Director, designated as such by the Minister for Children and Families pursuant to Section 91 of the *Child, Family and Community Service Act*, R.S.B.C. 1996, c.46.

("The Director")

AND

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

("Canada")

WHEREAS:

A. THE COLLECTIVE NATIONS (as hereinafter defined) ASSERT THAT:

- (i) The inherent right to govern our Collective Nations includes, but is not limited to, the right to determine the future of our citizens, specifically, the future of our children which has never been relinquished;

- 4 -

- (d) "Children and Families" means any child (and any parent of that child) residing on a Reserve of the Collective Nations, or a NIL/TU,O Child (and any parent of that child) within the Geographic Service Area;
- (e) "Childrens Commissioner" means the commissioner currently appointed under Section 2(3) or under Section 21(3) of the *Childrens Commission Act*, SBC, 1997, Chapter 11 as the Acting Childrens Commissioner;
- (f) "Collective Nations" means, as of the date of this Agreement, the Tsartlip Indian Band, Tsawout Indian Band, Pauquachin Indian Band, Songhees Indian Band and Beecher Bay Indian Band, all as designated and recognized pursuant to in the *Indian Act*, R.S.C. 1985, c. I-5;
- (g) "Comprehensive Funding Arrangement" means the agreement(s) more particularly described in Section 14.1 hereof;
- (h) "Commencement Date" means the day and year first above written;
- (i) "Contract Counsel" means any lawyer retained by the Ministry of Attorney General to provide legal advice and representation to the Director or his or her delegates, in respect of the exercise of their powers, duties and functions pursuant to the *Act*;
- (j) "Delegated Authority" means the powers, duties or functions under the *Act* delegated by the Director pursuant to Section 92 of the *Act*;
- (k) "Delegated Staff" means employees of NIL/TU,O who have received Delegated Authority;
- (l) "Directive 20-1" means Canada's policy regarding administration and funding of the First Nations Child and Family Service Program issued as follow-up to the Federal Cabinet decision dated July 27, 1989, as amended or replaced from time to time. The current policy is attached as Appendix "B" to this Agreement;
- (m) "Eligible Child" means any child who is registered as an Indian under the *Indian Act* and has at least one parent resident on a Reserve or who would qualify for federal funding under the Memorandum of Understanding between Canada and the Province dated the 28th day of March, 1996, as amended from time to time and attached hereto as Appendix "C";
- (n) "Extended Family" means aunts, uncles, cousins, nieces, nephews and anyone who has cared for the child or proposes to care for the child;
- (o) "Geographic Service Area" means those portions of the Collective Nations' traditional territories lying within the Capital Regional District

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2 PRINCIPLES

- 2.1 NIL/TU,O and the Director agree that the principles relating to Child, Family and Community Services set forth in Sections 2, 3, 4, 70 and 71 of the *Act*, will govern the operation of this Agreement, and the development and delivery of Services provided by NIL/TU,O pursuant to this Agreement.
- 2.2 NIL/TU,O and the Director agree that, in the pursuit of a child's best interest, the maintenance, establishment or re-establishment of connections between a NIL/TU,O Child and his or her cultural heritage is an appropriate objectives.

3 PROVISION OF SERVICES

- 3.1 The Parties agree that Services provided pursuant to this Agreement will be delivered in accordance with the *Act* in a manner that assures that the safety and well-being of children is the paramount consideration and that children will be protected from abuse, neglect, harm or threat of harm.
- 3.2 NIL/TU,O and the Director agree that Services provided pursuant to this Agreement will be designed and delivered in a manner that meets or beats Ministry standards and:
 - (a) respects, supports and promotes aboriginal culture, traditions, customs, and values;
 - (b) validates, supports and educates Children and Families with respect to the social and family structures which exist within the Collective Nations;
 - (c) generally supports and encourages community-based decision making and responsibility in respect of child and family issues, subject always to requirements of privacy and confidentiality;
 - (d) supports and encourage communications and dispute resolution processes which are mutually respectful;
 - (e) facilitates, whenever possible, the care of children with family members within the Collective Nations communities.
- 3.3 After its Delegated Staff have received the appropriate level of Delegated Authority, NIL/TU,O will provide Services to Children and Families in accordance with the *Act*.
- 3.4 The Director will continue to provide Services prior to NIL/TU,O staff receiving Delegated Authority.

- 8 -

- (f) services to support children who witness family violence.
 - (c) parenting, budgeting and life skills programs to enhance parenting skills.
- 3.7 NIL/TU,O and the Director agree that after Delegated Staff of NIL/TU,O have received the appropriate Delegated Authority in accordance with Section 4, it will provide guardianship Services in accordance with Category 13 of the Aboriginal Delegation Matrix, for any child who is:
- (a) in the continuing care of the Director;
 - (b) in the temporary care of the Director, where such guardianship is agreed upon by NIL/TU,O and the Director, or
 - (c) in the guardianship of the Director under the *Family Relations Act* R.S.B.C. 1996, c.128.
- 3.8 NIL/TU,O and the Director agree that after delegation of Category 15 authority in accordance with the Aboriginal Delegation Matrix, NIL/TU,O will provide protection Services to children in accordance with the requirements of the *Act*.
- 3.9 NIL/TU,O may request the support and assistance of the Director in the delivery of Services set forth in Section 3.5 to 3.8 where such assistance is required by NIL/TU,O to ensure the continued delivery of such Services in accordance with this Agreement.
- 3.10 The Director agrees to respond to a request made by NIL/TU,O pursuant to Section 3.9 in the manner that is consistent with this Agreement and with the Director's responsibilities under the *Act*.
- 3.11 NIL/TU,O and the Director agree that the Joint Child and Family Management Committee, may make recommendations to the Director for such support and assistance as may be required by NIL/TU,O to ensure its continued delivery of Services provided in Sections 3.4 to 3.8.
- 3.12 NIL/TU,O acknowledges that the Director may intervene in any specific case where the Director is of the opinion that it is necessary to ensure the safety and well-being of a child who is eligible for, or in receipt of, Services through NIL/TU,O pursuant to this Agreement.
- 3.13 NIL/TU,O intends to utilize culturally appropriate healing practices, which have always existed in the communities of the Collective Nations, that ensures the safety and well being of children.

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5 AUDIT, REVIEW AND EVALUATION OF PROGRAMS, SERVICES AND CASES

5.1 NIL/TU,O and the Director agree that the purpose of this Article 5, for the duration of this Agreement, is to:

- (a) provide NIL/TU,O with information to assist in the policy development and decision-making processes to facilitate the effective delivery of Services pursuant to this Agreement, and
- (b) provide NIL/TU,O, the Director, the Children's Commissioner and the Child, Family and Youth Advocate with the information necessary to carry out their responsibilities under the *Act* and this Agreement and other applicable provincial legislation.

5.2 NIL/TU,O and the Director agree that audits of Services provided by NIL/TU,O pursuant to this Agreement and related programs will take place:

- (a) at such intervals as are agreed upon by NIL/TU,O and the Director, or
- (b) by the Childrens Commissioner pursuant to Section 4 of the *Children's Commission Act*,
- (c) at other such times as required by the Director.

5.3 NIL/TU,O and the Director agree that whenever possible the audits contemplated in Section 5.2(a) and 5.2(c) will be conducted in a manner satisfactory to NIL/TU,O and the Director.

5.4 All Parties will be provided with the results of any audit conducted.

5.5 NIL/TU,O and the Director acknowledge that, in a specific case, a review may be conducted by the Director pursuant to Part 6 of the *Act*, or, by the Childrens Commissioner pursuant to Section 4 of the *Children's Commission Act*, 1997, S.B.C., c. 11.

5.6 NIL/TU,O and the Director agree that the case reviews contemplated under Section 5.5 may include reviews in respect of, but not limited to:

- (a) a Reportable Circumstance referred by the Executive Director of NIL/TU,O resulting from Services delivered by NIL/TU,O at the time of the Reportable Circumstance; and
- (b) a specific case where NIL/TU,O, or the Director requires the facts and circumstances respecting the practice of Delegated Staff.

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- 5.7 NIL/TU,O agrees to establish an administrative review process pursuant to s. 93 of the *Act*.
- 5.8 NIL/TU,O further agrees to designate a person or persons as a review authority to conduct administrative reviews in accordance with Section 14(1) (2) of the Regulations.
- 5.9 NIL/TU,O will ensure the administrative review will meet the principles of the Ministry's client complaint process. The administrative review process must be developed, in accordance with the requirements of the *Act*, within 12 months of the Commencement Date and prior to Delegated Staff's receipt of Delegated Authority.
- 5.10 NIL/TU,O and the Director agree that NIL/TU,O's, Delegated Staff are subject to provincial legislation including provisions of the *Child, Youth and Family Advocacy Act*, the *Freedom of Information and Protection of Privacy Act*, the *Children's Commission Act*, *Adoption Act* and other relevant legislation and amendments in place from time to time.

6 INFORMATION RECORDS MANAGEMENT

- 6.1 NIL/TU,O and the Director agree that all information obtained under the authority of the *Act* is information in the control of the Director within the meaning of Section 73 of the *Act*.
- 6.2 NIL/TU,O and the Director agree that upon completion of appropriate levels of delegation pursuant to Section 4, NIL/TU,O will access and utilize the Ministry's electronic programs for the collection, storage, sharing and retrieval of information obtained under the provisions of the *Act*, including:
- (a) Management Information System Central Registry (MIS CR);
 - (b) Social Worker Management Information System (SWIS MIS);
 - (c) Office Vision (OV), and
 - (d) Community Information System (CIS).
- 6.3 The Director agrees that NIL/TU,O will be consulted in any relevant Ministry system review of electronic programs, such as those listed in Section 6.2.

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9 POLICY AND PROCEDURE DEVELOPMENT

- 9.1 NIL/TU,O and the Director agree that NIL/TU,O may develop policies for the delivery of Services to Children and Families provided that such policies adhere to the mutually agreed upon standards referred to in Section 4.1.
- 9.2 NIL/TU,O and the Director agree that prior to developing policies pursuant to Section 9.1, NIL/TU,O will adopt applicable provincial policies for the delivery of Services pursuant to this Agreement, including the policies relating to Reportable Circumstances, and the correct exercise of Delegated Authority.
- 9.3 NIL/TU,O and the Director agree to provide each other with notice of any changes to policies relating to the delivery of Services within 3 months of such a change.

10 JOINT CHILD AND FAMILY MANAGEMENT COMMITTEE

- 10.1 The Parties will establish a Joint Child and Family Management Committee to be comprised of one board representative from each of the Collective Nations, one representative from the Ministry and one representative from Canada.
- 10.2 The purpose of the Joint Child and Family Management Committee is to provide a forum for ongoing discussions and recommendations on general issues relating to the Parties responsibilities under this Agreement and the development and delivery of Services provided by NIL/TU,O pursuant to this Agreement.
- 10.3 The Joint Child and Family Management Committee will develop its terms of reference and the details of the dispute resolution process which the Parties will utilize for the interpretation, implementation and operation of this Agreement within six (6) months of the Commencement Date. The terms of reference and dispute resolution process must be in place prior to delegation.

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- 10.9 Each of the Parties will be responsible for paying the costs associated with their respective representative's involvement on the Joint Child and Family Management Committee.

11 TRAINING

- 11.1 NIL/TU,O and the Director agree to identify training needs to determine methods to meet the training requirements and to facilitate the provision of required training for NIL/TU,O, its Delegated Staff and employees. It is the objective of NIL/TU,O and the Director to ensure that NIL/TU,O, its Delegated Staff and employees have the knowledge required for support, guardianship and child protection as well as cross-cultural sensitivity in the provision of child and family services.
- 11.2 NIL/TU,O and the Director agree to establish a regional training plan that will enable training to be provided to both NIL/TU,O and Ministry personnel. The details of this regional training plan will be reviewed on a regular basis by the joint Child and Family Management Committee.

12 DISPUTE RESOLUTION

- 12.1 Where a dispute arises in respect of the interpretation, application, implementation, or, operation of this Agreement and the matter cannot be resolved by the Joint Child and Family Management Committee, the relevant Parties agree to resolve the dispute in a timely manner utilizing whatever means are available to the Parties, which may include dispute resolution processes contemplated in Article 10. For the child's safety, the application of, or, participation in the dispute resolution process developed by the Joint Child and Family Management Committee will not interfere with the Directors ability to ensure the safety and well-being of a child pursuant to Section 3.1.
- 12.2 The Joint Child and Family Management Committee in developing a dispute resolution process pursuant to Section 10.3, will include the use of culturally appropriate advice, facilitation and mediation by internal, or, outside sources.

13 DUTY OF CARE AND LIABILITY

- 13.1 NIL/TU,O and the Director agree that Section 101 of the Act applies to Delegated Staff of NIL/TU,O in the exercise of Delegated Authority pursuant to this Agreement.
- 13.2 NIL/TU,O will indemnify and save harmless the Director, his successors, officials, employees and agents from any losses, claims, damages, actions, causes

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administration; travel; professional development; support, protection and prevention Service; insurance and professional fees related to operations in accordance with Section 19.0 and 20.0 of the Directive 20-1; the amount for the first year will be as set out in the Comprehensive Funding Arrangement attached as Appendix "E";

- (c) reimbursement for maintenance costs of each Eligible Child in care of NIL/TU,O; and
- (d) funding in each of the third and sixth years of operation for NIL/TU,O to complete an internal review of NIL/TU,O to identify strengths and weaknesses and to plan improvements to the range and quality of its Services.

14.2 The NIL/TU,O and the Director agree that the Director will provide funding for the provision of services to Children and Families for whom NIL/TU,O does not receive Directive 20-1 funding. The amount and method of payment of such funding will be negotiated between the regional executive director and the NIL/TU,O based on provincial principles of service delivery.

14.3 The Director will bear the cost of audits agreed upon pursuant to Section 5.2(a) and (c) and the cost of case reviews conducted by the Director pursuant to Section 5.5 and 5.6.

15 NON DEROGATION CLAUSES

15.1 Nothing in this Agreement is intended to jeopardize, prejudice or affect the Douglas Treaty rights or titles or any other present or future treaty negotiations or the result of any such negotiations or to derogate from any existing aboriginal rights.

15.2 Nothing in this Agreement is intended in any manner to create or diminish any financial or constitutional responsibility or jurisdiction of the Province of British Columbia for the care and protection of children or the financial or constitutional responsibility of Canada for Indians.

15.3 The Agreement is not a treaty and nothing in this Agreement creates treaty rights, obligations or duties.

16 WITHOUT PREJUDICE

16.1 This Agreement is not intended to be a treaty for the purpose of Sections 25 and 35 of the *Constitution Act*, 1982.

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To the Director at:

c/o Ministry
P.O. Box 9713 Stn Prov Govt
Victoria, B.C.
V8W 9S1
Fax: 250-356-7862

To NIL/TU,O at:

NIL/TU,O Child and Family Services
Program Director 7449 West Saanich Road
Brentwood Bay, B.C.
V8M 1R3
Fax: 250-652-9178

18.4 Notice will be deemed to have been delivered:

- (a) if delivered by hand, upon receipt;
- (b) if sent by electronic transmission, forty-eight (48) hours after the time of transmission, excluding from the calculation weekends and public holidays;
- (c) if sent by registered mail, four (4) days after the mailing thereof, provided that if there is a postal strike or other disruption, such notice will be delivered by hand or electronic transmission.

18.5 The Parties may change their respective addresses for delivery by delivering notice of change as provided in this Article.

19 MISCELLANEOUS PROVISIONS

- 19.1 The headings in this Agreement are included for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 19.2 All words in the singular include the plural and vice versa. All words in the masculine gender include the feminine and neutral gender. All words in the neutral gender include the masculine and feminine genders.
- 19.3 This Agreement will not effect the ability of NIL/TU,O and any persons of the Collective Nations to participate in and benefit from federal or provincial programs for aboriginal peoples in accordance with general criteria established

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Linda Stille
Name

1550 Alberni St Van
Address

So. Vt.
Occupation

Her Majesty the Queen in Right of Canada
per:

Wendy John
REGIONAL DIRECTOR GENERAL
BRITISH COLUMBIA REGION

B. J. Anderson
Name

Address

Occupation

Affirmed by the Collection Nations:

Tsawout First Nation

Per: Allan L. Claxton
Chief

Robert John
Name

7370 Gundy Rd
Address

Councilor
Occupation

Tsartlip First Nation

Per: Robert John
Chief