

ᑲᑲᑲᑲᑲᑲ INTERIM AGREEMENT

This Agreement is effective as of May 23, 2024

BETWEEN:

Tla'amin Nation

as represented by the Hegus and Executive Council of the Tla'amin Nation;

(**"Tla'amin Nation"**)

AND

The **Director** designated by the Minister of Children and Family

Development pursuant to section 91 of the CFCSA as the Provincial

Director of Child Welfare;

(**"Designated Director"**)

(the **"Parties"**)

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WHEREAS:

- A. The Tla'amin Nation is a self-governing, Modern Treaty Nation, and party to the Tla'amin Final Agreement (the "Treaty") with Canada and the Province.
- B. The Tla'amin (᠄᠗᠗᠗᠗᠗) people have lived in our homelands since the beginning of time and we are ᠗᠗᠗᠗᠗᠗᠗᠗ speaking people. Our cultural, spiritual, social, economic and political systems are based on our relationship to our ancestors, territory, waters and resources. We hold an inherent right to self-determination and self-government, which is reflected in our modern-day treaty with our treaty partners, Canada and BC.
- C. The Tla'amin Constitution, Tla'amin's highest law, provides that Tla'amin people have the right to know and utilize Tla'amin language and to know and practice Tla'amin culture, traditions and Tla'amin Ta'ow (teachings). Tla'amin's Ta'ow is the foundation of our distinct social structure and informs our governance system. Tla'amin's Ta'ow contains Tla'amin histories, our genealogies and shapes Tla'amin's way of being in this world as ᠄᠗᠗᠗᠗᠗ people. These foundational rights apply equally to Tla'amin children.
- D. In 2015, the Truth and Reconciliation Commission of Canada released its Calls to Action which call on federal and provincial governments to commit to reducing the number of Aboriginal children in care and to fully adopt and implement the United Nations Declaration on the Rights of Indigenous Peoples as the "framework for reconciliation".
- E. The Canadian Human Rights Tribunal's decision in *First Nations Child and Family Caring Society v. Attorney General of Canada*, 2016 CRT 2, found racial discrimination against First Nations children by Canada in the funding and provision of child and family services and reflected the urgent need for transformation of child and family services for First Nations children.
- F. In 2017, the Province committed to implementing the Truth and Reconciliation Commission of Canada's Calls to Action and the United Nation's Declaration on the Rights of Indigenous Peoples (UNDRIP).
- G. UNDRIP recognizes the "right of Indigenous families and communities to retain shared responsibility for the upbringing, training, education and well-being of their children, consistent with the rights of the child", and pursuant to Article 33, that Indigenous peoples have the "right to determine their own identity or membership in accordance with their customs and traditions".
- H. In 2018, the Province published the draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples confirming that:
 - a. It is the mutual responsibility of all governments to shift their relationships and arrangements with Indigenous peoples so that they are based on recognition and respect for the right to self-determination, including the inherent right of self

government for Indigenous nations. This responsibility includes changes in the operating practices and processes of the provincial government.

- b. Government-to-Government relationship, including a treaty relationship” includes putting into place mechanisms to support the transition away from colonial systems of administration and governance and creating space for the operation of Indigenous jurisdictions, authorities and decision-making; and
 - c. The Province is open to flexibility, innovation and diversity in the nature, form and content of agreements and arrangements.
- I. On April 1, 2019, amendments to the *Child, Family and Community Service Act* (“CFCSA”) came into force to enable a Director to enter into agreements with Indigenous communities, allowing for greater collaboration and involvement of the Indigenous community in planning and decision-making for their children, youth and families under the CFCSA.
 - J. On November 28, 2019, the *Declaration on the Rights of Indigenous Peoples Act* came into force to advance meaningful reconciliation by committing the Province to take all necessary measures, in consultation and cooperation with Indigenous peoples, to ensure the Province’s laws are consistent with the UN Declaration.
 - K. On November 24, 2022, the *Indigenous Self-Government in Child and Family Services Amendment Act* was passed to enable greater involvement of First Nations in the planning and decision-making for their children, youth and families under the CFCSA and the *Adoption Act*.
 - L. On November 21, 2022, the Tla’amin Nation and the Province signed ṭaṭuṭmet Letter of Understanding, outlining how they will work together towards Tla’amin jurisdiction over child and family services.
 - M. August 23, 2023, the Tla’amin Nation, Canada and the Province entered into a Protocol recognizing Tla’amin Nation’s inherent right of jurisdiction in relation to child and family services, and that commits the parties to negotiate agreements to coordinate the exercise of provincial and Tla’amin Nation jurisdictions over child and family services, and to negotiate other agreements relating to law making authority of Tla’amin Nation over child and family services.

The Parties wish to enter into this interim agreement in accordance with paragraphs 79 and 80 of the Governance Chapter of the Treaty and section 92.1 of the CFCSA and now therefore, in consideration of the exchange of mutual promises and commitments set out in this Agreement, the Parties hereby agree as follows:

1.0 DEFINITIONS

- 1.1** All words or phrases which are defined in the CFCSA or the Federal Act have the same meaning in this Agreement.

1.2 In this Agreement:

"Agreement" means this means this ᑲᓱᓄᓂᓄᓄᓄ interim implementation agreement;

"Best Interests of a Tla'amin Child" refers to all of the factors that must be considered in determining a Tla'amin Child's best interests, including those set out in s. 4 of the CFCSA, s. 10 of the Federal Act and Tla'amin taᑲow as articulated by the Community Designate;

"Business Day" means any day other than a Saturday, Sunday, or statutory holiday in British Columbia;

"Care Plan" means the living, working document that a Director uses in planning for the needs of a Tla'amin Child in Care;

"CFCSA" means the *Child, Family and Community Service Act*, [RSBC 1996], c. 46;

"Collaborative Planning and Decision-Making Process" means a process to resolve an issue or plan of care respecting a Tla'amin Child or Youth including family conferences, mediations or any other alternative or traditional dispute resolution processes;

"Collateral" means a person who provides information to a Director as part of a Family Development Response or Investigation;

"Community Designate" means Tla'amin Nation's primary Community Designate or alternate identified in Appendix 'B', or a person identified in writing by the Community Designate in accordance with section 5.4 to work with a Tla'amin Child, Youth or Family;

"Continuing Custody Order" means an order under section 49 of the CFCSA;

"Court Plan of Care" means a plan of care as defined under section 1 of the CFCSA;

"Cultural Continuity" means the transmission of Tla'amin's culture, customs, traditional practices and values to Tla'amin Children and Families through: ᑲᓱᓄᓂᓄᓄᓄ (Tla'amin language), cultural practices; ceremonies; rites of passage; and generally spending time on Tla'amin territory and/or with Tla'amin qaymıx^w (Tla'amin people);

"Cultural Humility" means a process of self-reflection to understand personal and systemic biases and to develop and maintain respectful processes and relationships based on mutual trust. Cultural humility involves humbly acknowledging oneself as a learner when it comes to understanding another's experience;

"Cultural Safety" means an outcome based on respectful engagement that recognizes and strives to address power imbalances. It is achieved, in part, through Cultural Humility;

"Day" means any calendar day inclusive of Saturday, Sunday, National Indigenous Day, and any statutory holiday observed in the Province;

“Report” means a report under section 14 of the CFCSA that a person has reason to believe that a child needs protection under section 13 of the CFCSA; this includes reports that come via Community Designate;

“Special Needs Agreement” means an agreement under section 7 of the CFCSA;

“Supervision Order” includes an interim order requiring a Director to supervise a child’s care;

“Support Agreement” means an agreement under section 5 of the CFCSA;

“ta?ow” means the teachings underlying the traditions and culture of the Tla’amin people. A tradition is a Tla’amin-specific practice that has been handed down for generations within families and the Nation. Culture is the belief systems, values, spirituality, and shared understanding that inform traditional practices.

“Tla’amin Child” means a person under 19 years of age who has clear family lineage to Tla’amin confirmed by the Community Designate, including those who are either a Tla’amin Citizen or a Tla’amin Member;

“Tla’amin Child or Youth in Care” means a Tla’amin Child or Youth who is in the custody, care or guardianship of a Director or a director of adoption under the *Adoption Act*, [RSBC 1996], c. 5.;

“Tla’amin Citizen” means an individual who is enrolled as a citizen with the Tla’amin government in accordance with the Treaty;

“Tla’amin Family” refers to the family of a Tla’amin Child as defined in this agreement. Tla’amin family is built from direct ancestry, extended family, close friendships, and community relations. Each family may define their own ties and relations.

“Tla’amin Final Agreement” means the Treaty ratified by Tla’amin Nation, Canada and the Province, and includes any amendments;

“Tla’amin Member” means an individual who is either registered or entitled to be registered to Tla’amin, in accordance with the *Indian Act* R.S.C., 1985, c. I-5;

“Tla’amin Youth” means a Tla’amin Child who is a youth as defined in subsections 1(1) and 12.2 (9) of the CFCSA;

“Youth Agreement” means an agreement under section 12.2 of the CFCSA;

“Voluntary Care Agreement” means an agreement under section 6 of the CFCSA.

2.0 PURPOSE

2.1 The purpose of this Agreement is to outline the roles, responsibilities, information sharing and operational procedures between Directors and Tla’amin Nation to ensure the

meaningful involvement of Tla'amin Nation in all matters involving planning and decision-making for their children, youth and families under s. 92.1(2) of the CFCSA.

2.2 This Agreement is to be interpreted in accordance with:

- (a) Tla'amin Nation's taʔow, practices, customs and traditions in caring for Tla'amin Children, Youth and Families;
- (b) The Treaty;
- (c) the Federal Act including, but not limited to, best interests of the child, cultural continuity, substantive equality, priority on prevention, placement, attachment and emotional ties to Tla'amin Families; and,
- (d) the CFCSA.

3.0 GUIDING PRINCIPLES

3.1 The Parties recognize the importance of and commit to making decisions and providing services in ways that:

- (a) are sensitive to the needs and the cultural, racial, linguistic, and religious heritage of those receiving the services;
- (b) prevent discrimination and promote substantive equality;
- (c) respect rights and cultural continuity;
- (d) center the importance of a Tla'amin Child being able to learn about and practice Tla'amin traditions, customs and language and the importance of the child belonging to the Tla'amin Nation and community.

3.2 The Parties recognize the importance of, and commit to working in ways that reflect and learn about, the following values (see Appendix 'A' for Pronunciation Guide):

- (a) yiqaʔet - Accountability: The Parties will learn from every mistake and criticism. They will expect more from themselves than others and will take responsibility for any mistakes, learning from them to make themselves stronger to best serve Tla'amin Children and Families.
- (b) qʷeqʷaystowʔ - Communication: The Parties will be careful with their words. Communications between the Parties and with Tla'amin Families will be meaningful, significant, and inclusive. The Parties will respect the teachings of others, even if they do not match their own.
- (c) λasəm qʷayigən – Discipline: The Parties will serve Tla'amin Families and people. Every day is an opportunity to make things better. The Parties will continue making their bodies, minds, and spirits strong to overcome obstacles they may face while working for the health and wellness of Tla'amin Families.
- (d) θaθχʷin – Fairness: The Parties will ensure all are treated fairly. They will be transparent in their deeds so community and other professionals can witness and understand the work being done.
- (e) gənaχʷuθ – Honesty: The Parties will be true to themselves and others. They will know where information is coming from, ensure it is truthful, and only pass on what is helpful. The Parties understand that misinformation can hinder the work.

- (f) pit q^wayegəns – Humility: The Parties will let others talk highly of the work done, rather than speak of it themselves. The Parties will continue to have compassion for others, honoring that they have not lived the experience of those they are working for.
- (g) tiyhəgən mətəm – Integrity: The Parties will work to ensure that the trust of Tla’amin Families is earned and that their reputation is honourable. They will demonstrate by example that their work centers Tla’amin interests.
- (h) tiystəm – Respect: The work that the Parties do will reflect Tla’amin and its teachings. The Parties honour Tla’amin ancestors, their connection to the land, and strive for a sustainable future for Tla’amin Children by keeping them at the forefront of all processes.
- (i) ʔaʔaθəm – Sharing: Cooperation gives the Parties strength to achieve great things together. The Parties will share with one another in the interests of Tla’amin families.
- (j) xaχgiyanən – Spirituality: The Parties will remember where they come from and what they represent. All things have a purpose for being and the Parties will strive for balance with their surrounding. All children, youth, and adults are sacred spiritual beings.

4.0 IDENTIFYING A TLA’AMIN CHILD

- 4.1** At initial contact with a child and family, a Director will seek information to identify whether the child and family are connected to Tla’amin Nation.
- 4.2** If a Director has any information indicating that a child or family is connected to the Tla’amin Nation, the Director will:
 - a) contact the Community Designate to seek their confirmation about whether the child is a Tla’amin Child; and
 - b) provide to the Community Designate any information that the Director has in the Director’s custody or control that is relevant to making this confirmation.
- 4.3** If Tla’amin Nation is concerned that a Director has not identified a child or youth as belonging to Tla’amin Nation, the Community Designate will contact the Director to confirm that the child or youth is a Tla’amin Child or Youth.
- 4.4** If the Community Designate confirms that the child or youth is a Tla’amin Child or Youth, then this Agreement applies.

5.0 COMMUNITY DESIGNATES

- 5.1** Hegus and Executive Council will appoint the initial Community Designate and will delegate the Community Designate as the key contact for this Agreement, which will form Appendix ‘B’.
- 5.2** If Hegus and Executive Council change the appointment of a Community Designate, or contact information for a Community Designate changes, Hegus and Council will promptly provide a revised Appendix ‘B’ to the Designated Director to confirm the changes.
- 5.3** As soon as reasonably practicable, upon receipt of a revised Appendix ‘B’ under s. 5.2, the Designated Director will acknowledge receipt in writing to Hegus and Council and will replace

the previous Appendix 'B' with the amended Appendix 'B' in the Ministry's Repository of Agreements.

- 5.4 The Community Designate may delegate another person to be the primary contact for the Director for all purposes noted in sections 7.2-7.9 and sections 8-14, after the Community Designate receives an initial report related to a Tla'amin Child, Youth or Family, by informing the Director in writing.

6.0 NOTICE OF SIGNIFICANT MEASURES UNDER THE FEDERAL ACT

- 6.1 The Parties acknowledge that:

- (a) Tla'amin Nation has authorized Hegus and Executive Council as Tla'amin Government's IGB for the purpose of receiving notice of significant measures under s. 12 of the Federal Act; and
- (b) Directors will continue to provide notice of significant measures under s. 12 of the Federal Act, through the form in Appendix 'C', in addition to the consultation and cooperation under this Agreement.

7.0 CONSULTATION & COOPERATION

- 7.1 As described throughout this Agreement, for greater certainty, when working with a Tla'amin child or family, the Director will contact the Community Designate as an initial step, except in instances when this is not possible as noted in s. 7.8 and s. 7.9 and will notify the Community Designate when service for a Tla'amin child or family ends. This relates to all order and agreement types outlined in this Agreement.

- 7.2 The Parties further agree that meaningful consultation and cooperation will occur through all of the following processes:

- (a) planning meetings;
- (b) developing plans and agreements;
- (c) Collaborative Planning Decision Making Processes;
- (d) assessments and investigations;
- (e) discussions and updates; and
- (f) other processes that arise related to a Tla'amin Child or Youth as agreed to in writing;

- 7.3 If the Community Designate is unable to attend a Collaborative Planning and Decision-Making Process, then:

- (a) the Community Designate will provide input to the Director which the Director will share at the Collaborative Planning and Decision-Making process; or
- (b) the Community Designate will choose an alternate to present their input at the Collaborative Planning and Decision-Making process meeting.

- 7.4** A Director will consult and cooperate with the Community Designate in arranging and attending any home visits and meetings to support sections 7 to 14, inclusive, of this Agreement.
- 7.5** Unless a Tla'amin Child or Youth's health or safety is in immediate danger, prior to removing a Tla'amin Child or Youth, a Director will:
- (a) consult and cooperate with the Community Designate about the availability, cultural safety, and appropriateness of Less Disruptive Measures; and
 - (b) if the Community Designate provides input regarding a Less Disruptive Measure that is in the best interests of a Tla'amin Child or Youth, the Director will:
 - (i) invite the Community Designate to propose the Less Disruptive Measure to the parent together with the Director; and
 - (ii) support the Less Disruptive Measure.
- 7.6** If a Director has removed a Tla'amin Child or Youth, the Director will seek, on a continual basis, the Community Designate's input about the availability of Less Disruptive Measures to enable the Director to end the Director's care or custody of the child as soon as possible.
- 7.7** Sections 8-14, inclusive, outline the specific consultation and cooperation requirements for Tla'amin Nation's involvement in:
- (a) FDRs and Investigations;
 - (b) Agreements as Less Disruptive Measures;
 - (c) Orders as Less Disruptive Measures;
 - (d) Court Plans of Care;
 - (e) Access applications;
 - (f) Placements; and
 - (g) Care plans.
- 7.8** Unless a Tla'amin child is in immediate danger, if the Community Designate does not respond to requests for involvement within 24 hours, or the Director receives an out of office reply, then the Director will notify the Alternate Community Designate identified in Appendix 'C'.
- 7.9** Unless a Tla'amin child is in immediate danger, if the Alternate Community Designate does not acknowledge receipt within 24 hours, the Director may proceed with the intended measure, plan, decision or meeting and will continue to request involvement of the Community Designate at each subsequent step.

8.0 FAMILY DEVELOPMENT RESPONSES AND INVESTIGATIONS

- 8.1** When a Director screens in a Report respecting a Tla'amin Child or Youth as requiring a Family Development Response or Investigation then:
- (a) Within 24 hours prior to responding to the report, the Director will contact a Community Designate of the decision to conduct a Family Development Response or Investigation; and
 - (b) unless a Tla'amin's Child's health or safety is in immediate danger, prior to contacting a Tla'amin Child or Tla'amin Family member as part of a Family Development Response or Investigation, a Director will request consultation and cooperation with a Community Designate respecting who to contact and how to contact that person.
- 8.2** A Director will invite the Community Designate to attend any meeting with a Tla'amin Child, Youth and/or Family, or Collateral, as part of a Family Development Response or Investigation unless:
- (a) a Tla'amin Child, Youth and/or Family, or Collateral, has indicated that the person will not provide information with the Community Designate present, in which case the Director will consult and cooperate with the Community Designate via a separate call or meeting; or
 - (b) the Community Designate has informed the Director in writing that the Director does not need to invite the Community Designate to attend or participate.
- 8.3** If, after the first significant involvement with a Tla'amin family as part of a Family Development Response or Investigation, a Director determines that a safety plan is needed, the Director will:
- (a) invite the Community Designate to attend a planning meeting and consult and cooperate with them in the development of the safety plan; or
 - (b) if the Community Designate is unable to attend a planning meeting, consult and cooperate with the Community Designate in the safety plan in writing.
- 8.4** Prior to determining whether protective services are needed to keep a Tla'amin Child or Youth safe, a Director will consult and cooperate with the Community Designate.
- 8.5** If a Director determines that Protective Services are needed to keep a Tla'amin Child or Youth safe, the Director will:
- (a) inform the Community Designate of this decision;
 - (b) invite the Community Designate to attend a meeting to develop a family plan; and
 - (c) collaborate with the Community Designate on identifying supports, services and referrals which may assist the family and/or make the family safe for the Tla'amin Child or Youth; or

- (d) consult and cooperate with the Community Designate on the family plan, if the Community Designate is unable to attend a meeting.
- (e) prior to finalizing a family plan:
 - (i) a Director will provide a copy of the family plan to a Community Designate for review; and
 - (ii) if a Community Designate does not respond within 10 Business Days, the Director may finalize the family plan.

8.6 If there is a need for ongoing Protection Services, the Director will continue to consult and cooperate with the Community Designate in the ongoing assessments, planning and service provisions for the Tla'amin Child, Youth and/or Family.

8.7 Prior to changing a response from a Family Development Response to an Investigation, or from an Investigation to a Family Development Response, or ending a response early, a Director will consult and cooperate with the Community Designate.

8.8 If the Community Designate is unable to attend a meeting under this section, but has indicated to a Director that the Community Designate wants an update of the meeting, a Director will provide a timely update in writing to the Community Designate.

9.0 AGREEMENTS AS LESS DISRUPTIVE MEASURES

Support Agreements

9.1 Prior to entering into, renewing, or ending a Support Agreement respecting a Tla'amin Child, a Director will consult and cooperate with the Community Designate on whether the Support Agreement is in the child's best interests in the following ways:

- (a) contact a Community Designate to determine if Tla'amin Nation is willing and able to be a party to the agreement;
- (b) if Tla'amin Nation is willing and able to be a party to the agreement, ask the parent if they agree to add Tla'amin as a party to the agreement; and
- (c) add Tla'amin as a party to the Support Agreement if the parent agrees; or
- (d) if the parent does not agree to, or is unsure of, adding Tla'amin Nation as a party to the Support Agreement, then:
 - (i) the Director will ask the parent if the parent agrees to speak with the Community Designate about how Tla'amin Nation may be able to support the family;

- (ii) if the parent agrees, the Director will provide the parent's contact information to the Community Designate; and
- (iii) if the parent continues to disagree, explain to the parent that the Director will consult and cooperate with the Community Designate prior to entering into the agreement.

Extended Family Program Agreements

9.2 Prior to entering into, renewing, or ending an Extended Family Plan Agreement respecting a Tla'amin Child, a Director will consult and cooperate with the Community Designate on whether the Extended Family Plan Agreement is in the child's best interests in the following ways:

- (a) contact a Community Designate to determine if Tla'amin Nation is willing and able to be a party to the agreement;
- (b) if Tla'amin Nation is willing and able to be a party to the agreement, ask the care provider and parent if they agree to add Tla'amin Nation as a party to the agreement; and
- (c) add Tla'amin Nation as a party to the Extended Family Plan Agreement if the parent or care provider agrees; or
- (d) if the parent or care provider does not agree to, or is unsure of, adding Tla'amin Nation as a party to the Extended Family Program Agreement, then:
 - (i) the Director will ask the parent and care provider if they agree to speak with the Community Designate about how Tla'amin Nation may be able to support the family;
 - (ii) if the parent and care provider agree, the Director will provide the parent and care provider's contact information to the Community Designate; and
 - (iii) if the parent and care provider continue to disagree, explain to the parent and care provider that the Director will consult and cooperate with the Community Designate prior to entering into the agreement.

Voluntary Care Agreements and Special Needs Agreements

9.3 Prior to entering into, renewing, or ending a Voluntary Care Agreement or a Special Needs Agreement as a Less Disruptive Measure respecting a Tla'amin Child, a Director will consult and cooperate with the Community Designate on whether the Voluntary Care Agreement or Support Needs Agreement is in the child's best interests in the following ways:

- (a) consult and cooperate with the Community Designate on whether the Voluntary Care Agreement or Support Needs Agreement is in the Tla'amin Nation Child or Youth's best interests; and

- (d) if the youth does not agree to add Tla'amin Nation as a party to the Youth Agreement, then:
 - (i) ask the youth if they agree to speak with a Community Designate about how Tla'amin Nation may be able to support them;
 - (ii) if the youth agrees, provide the youth's contact information to a Community Designate; and
 - (iii) if the youth continues to disagree, explain to the youth that the Director will consult with a Community Designate prior to entering into the agreement.

9.6 If a Tla'amin Youth does not agree to add Tla'amin Nation as a party to a Youth Agreement, the Director will explain to the youth that:

- (a) the Child, Family and Community Service Regulations requires the plan of independence to contain information necessary to support the youth with Cultural Continuity; and
- (b) the Director will consult and cooperate with the Community Designate on developing the plan of independence.

10.0 ORDERS AS LESS DISRUPTIVE MEASURES

Supervision Orders

10.1 If a Director is considering applying for a Supervision Order as a Less Disruptive Measure to protect a Tla'amin Child or Youth, the Director will consult and cooperate with the Community Designate regarding whether this or another Less Disruptive Measure is in the Tla'amin Child or Youth's best interests.

10.2 If a Community Designate recommends different a Less Disruptive Measure, which a Director agrees is in a Tla'amin Child or Youth's best interests, the Community Designate and the Director will propose this Less Disruptive Measure to the family.

Protective intervention orders

10.3 If a Director is considering applying for a protective intervention order as a Less Disruptive Measure to protect a Tla'amin Child or Youth, the Director will consult and cooperate with the Community Designate regarding whether this or another Less Disruptive Measure is in the Tla'amin Child or Youth's best interests.

10.4 If a Community Designate recommends a different Less Disruptive Measure which a Director, agrees is in a Tla'amin Child or Youth's best interests, the Community Designate and the Director will propose this Less Disruptive Measure to the family.

Health Care Orders

- 10.5** If a Director is considering applying for a Health Care Order as a Less Disruptive Measure to protect a Tla'amin Child or Youth, the Director will consult and cooperate with the Community Designate on whether this or another Less Disruptive Measure is in the Tla'amin Child's best interests.
- 10.6** If a Community Designate recommends a different Less Disruptive Measure, which a Director agrees is in a Tla'amin Child or Youth's best interests, the Community Designate and the Director will propose this Less Disruptive Measure to the family.

11.0 COURT PLANS OF CARE FOR TLA'AMIN CHILDREN AND YOUTH

11.1 When a Director is required under the CFCSA to present a court plan of care, including an interim court plan of care, for a presentation or protection hearing, the Director will consult and cooperate with the Community Designate:

- (a) to develop the court plan of care in advance of the presentation and the protection hearing; and
- (b) on the steps to be taken to support a Tla'amin Child and Youth to maintain Cultural Continuity, and to belong to Tla'amin Nation.

11.2 A Director will provide the Community Designate with:

- (a) a copy of an interim court plan of care prior to the commencement of the presentation hearing; and
- (b) a copy of the court plan of care prior to the date set for the hearing.

12.0 ACCESS APPLICATIONS

12.1 If a Director is served with an application, under sections 55, 56, 57.01 or 57.1 of the CFCSA, for access to a Tla'amin Child or Youth in care or to a Tla'amin Child or Youth who is under an interim or temporary custody order with a person other than a parent:

- (a) the Director will provide a copy of the application to the Community Designate; and
- (b) the Director will consult and cooperate on a response with the Community Designate prior to the hearing.

13.0 PLACEMENTS

Placement decisions

13.1 Unless a Tla'amin Child or Youth's health or safety is in immediate danger, when an out-of-home Placement is required, the Director will consult and cooperate with the Community Designate in finding a placement, considering the following order of priority to the extent that it is in the best interests of a Tla'amin Child or Youth:

- (a) with one of the parents of the Tla'amin Child or Youth;
- (b) with another adult member of the Tla'amin Child or Youth's family;
- (c) with another adult who is a Tla'amin Citizen or Member;
- (d) with an adult who belongs to another Indigenous Nation or Indigenous community; or
- (e) with any other adult.

13.2 In consulting on Placement decisions, the Community Designate will:

- (a) assist a Director in identifying Tla'amin Family and community members who are willing and able to care for a Tla'amin Child in Care; and
- (b) inform the Director of any customary care or custom adoption traditions specific to Tla'amin Nation that the Director should consider when determining Placement.

Re-assessing Placements

13.3 If a Director does not place a Tla'amin Child or Youth with a parent or Family member, the Director will consult and cooperate with the Community Designate regarding a reassessment of the Placement decision, when:

- (a) reviewing the child or youth's Care Plan, a minimum of every 6 months;
- (b) a previously unknown family member is identified;
- (c) the Director is considering a change in the Tla'amin Child or Youth's Placement; or
- (d) the Community Designate requests a reassessment.

13.4 When a Director reassesses a Tla'amin Child or Youth's Placement, the Director will consult and cooperate with the Community Designate in finding a Placement in accordance with the process in section 13.1.

13.5 If a Director must change a Tla'amin Child's Placement immediately because of health or safety concerns, the Director will:

- (a) inform the Community Designate within 24 hours about the change in Placement; and
- (b) consult and cooperate with the Community Designate about the Placement including involving the Community Designate to find a Placement in accordance with the process in section 13.1.

14.0 CARE PLANS

- 14.1** During the development of a Care Plan, the Director will consult and cooperate with the Community Designate, and with regard to Cultural Continuity, the Director will include the Community Designate's input for the Tla'amin Nation Child or Youth.
- 14.2** When developing a Care Plan, the Director and the Community Designate will promote the child's attachment and emotional ties to their family, as well as to their Cultural Continuity; including but not limited to, visitation and access.
- 14.3** The Director consults and cooperates with the Community Designate, from the earliest stage possible, in the planning for a Tla'amin Youth leaving care, especially if the youth is likely to need provincial services as an adult.
- 14.4** For Tla'amin Children or Youth in care, a Director will consult and cooperate with the Community Designate:
 - (a) prior to making a change in the permanency goal outlined in the Care Plan;
 - (b) prior to consenting to a Tla'amin Child or Youth's adoption;
 - (c) prior to a decision respecting Independent living;
 - (d) prior to changing the child's school; and
 - (e) in preparation for a Tla'amin Child or Youth leaving care.
- 14.5** When developing an Independent Living Agreement plan for a Tla'amin Youth, the Director will consult and cooperate with the Community Designate into the planning and development of the agreement, including the Community Designate's input into how to best support the youth with Cultural Continuity.
- 14.6** A Director will arrange meetings to review the Care Plan respecting a Tla'amin Child and Youth in the custody of a Director with the Community Designate a minimum of every 6 months, or at the request of the Community Designate, by:
 - (a) convening a Care Plan meeting; or
 - (b) consulting and cooperating with the Community Designate.

15.0 USE, DISCLOSURE AND SECURITY OF INFORMATION

15.1 The Parties agree that:

- (a) information sharing between Directors and Community Designates is integral to the consultation and cooperation objectives and obligations outlined in this Agreement; and
- (b) information obtained by Directors under the CFCSA, or by the Community Designate through the Community Designate's collaborative involvement with Tla'amin Children and Tla'amin Families under this Agreement, includes sensitive, personal information in which there is a high expectation of privacy which Directors and Community Designates must protect.

15.2 A Director and a Community Designate will:

- (a) consult and cooperate to determine what information is reasonably required to achieve the objectives of consultation and cooperation as set out in this agreement;
- (b) share information in good faith and to the fullest extent possible under applicable laws, and in compliance with constitutionally recognized privacy protections, to achieve the objectives of consultation and cooperation as set out in this agreement;
- (c) respond to requests for information from each other promptly;
- (d) make every reasonable effort to ensure the information they provide under this Agreement is accurate and complete.

15.3 If a Director and the Community Designate are attempting to reach consensus on a plan or decision contemplated under this Agreement, the Director must disclose to the Community Designate any information obtained under the CFCSA that the Director is relying on to make the decision or inform the plan.

15.4 If a Director is relying on personal health information, or similarly highly sensitive, personal information in which there is a high expectation of privacy, to make a decision or to inform a plan, prior to disclosing the information to the Community Designate, the Director will seek the consent of the person the information is about unless obtaining this consent may reasonably jeopardize a Tla'amin Child's safety or well-being, or the best interests of a Tla'amin Child.

15.5 If a Director does not obtain consent, as contemplated under section 15.4, within a reasonable time period, the Director may disclose the information but prior to disclosing the information to the Community Designate, the Director will promptly inform the person the information is about of the following:

- (a) the information the Director disclosed and the reason for the disclosure including the Director's obligations to consult and cooperate with the Community Designate;

- (b) Tla'amin's obligation to maintain the confidentiality and security of all information obtained from a Director;
 - (c) the name and contact information of the Director who disclosed the information and the Community Designate who received the information; and
 - (d) the name and contact information of a supervisor who can address any concerns the person may have about disclosure of their personal information.
- 15.6 If an individual raises concerns about disclosure of their personal information under this Agreement, the Director and the Community Designate will collaboratively attempt to address any concerns raised by an individual about the use, disclosure, confidentiality or security of their personal information.
- 15.7 Tla'amin Nation may only use and disclose information provided by a Director under this Agreement for the purpose of achieving the objectives of consultation and cooperation as set out in this agreement.
- 15.8 Tla'amin Nation will make necessary arrangements to maintain the confidentiality and security of all information, obtained from a Director or through the Community Designate's involvement with Tla'amin Children and Families under this Agreement, protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.
- 15.9 Tla'amin Nation will comply with the "Best Practices" outlined in Appendix D.
- 15.10 Tla'amin Nation will make this Agreement and the required arrangements under section 16.8 available to its Members.
- 15.11 In relation to information obtained by a Community Designate under this Agreement, Tla'amin Nation will advise the Designated Director immediately of any circumstances, incidents or events which, to its knowledge, have jeopardized or may jeopardize:
- (a) the privacy of individuals; or
 - (b) the security of any computer system that is used to store and access information obtained from a Director and will cooperate with a Director to comply with provincial privacy breach policies and procedures.

16.0 ORIENTATION AND IMPLEMENTATION

- 16.1** The Parties agree to work collaboratively and provide the necessary resources to develop and lead an orientation on the Agreement for Directors and Director's Counsel involved with Tla'amin Children, Youth, and families. The Parties agree to finalize initial training materials no later than 60 Days after the Signing Date, which may include information regarding the delivery of culturally safe and trauma-informed care, the Tla'amin Nation, Tla'amin ta?ow, the Tla'amin Final Agreement, and the implementation of this Agreement.

- (b) consider any necessary amendments to the Agreement.

19.0 REPRESENTATION & WARRANTIES

Tla'amin Nation Representations

- 19.1** The Tla'amin Nation represents and warrants to the Designated Director, with the intent and understanding that they will be relied on by the Designated Director in entering into this Agreement, that it has the legal power, capacity, and authority to enter into and carry out its obligations under this Agreement.

Designated Director Representations

- 19.2** The Designated Director represents and warrants to Tla'amin Nation, with the intent and understanding that Tla'amin Nation will rely on them in entering this Agreement, that the Minister has designated the Designated Director the authority to enter into section 92.1 agreements;

20.0 GENERAL PROVISIONS

- 20.1** This Agreement is binding on Directors and on the Tla'amin Nation and any of Tla'amin Nation's representatives and agents.
- 20.2** The Parties acknowledge and agree that this Agreement:
- (a) does not constitute a treaty or land claim agreement within the meaning of section 25 or section 35 of the *Constitution Act, 1982*;
 - (b) does not define, determine, limit, amend, abrogate or derogate from Tla'amin Nation's title or rights recognized and affirmed by the Treaty;
 - (c) does not limit the position Tla'amin Nation or the Province may take in any proceedings or any discussions or negotiations between the Province and Tla'amin Nation; and
 - (d) is without prejudice to the position that Tla'amin Nation may take with respect to its respective jurisdiction in relation to child and family services.
- 20.3** This Agreement, and any amendment to it, may be executed in counterparts with the same effect as if the Parties had signed the Agreement or the amendment at the same time.
- 20.4** If the Parties sign this Agreement or an amendment in counterparts, each Party will deliver, by facsimile transmission or other electronic means, the signed Agreement or amendment to the other Party.
- 20.5** The Designated Director will place the Agreement within the Ministry's Repository of Agreements.

20.6 In this Agreement any words in the singular include the plural and words in the plural include the singular.

20.7 The Appendices to this Agreement form a part of the Agreement.

21.0 TERM, AMENDMENTS & RENEWAL

21.1 This Agreement will come into effect upon its execution by the Parties.

21.2 If the Agreement is executed in counterparts, the Agreement will come into effect on the date the last Party signs and delivers the Agreement.

21.3 The term of the initial Agreement is two years and will automatically renew for subsequent two-year terms unless, with 60 Days' written notice:

- (a) the Parties mutually agree to renew for a longer period of time;
- (b) a Party wishes to terminate; or
- (c) upon commencement of another agreement under the Treaty, or a s. 20(2) coordination agreement between Tla'amin Nation, the Province and Canada.

21.4 Any amendments to this Agreement must be in writing and executed by the Parties.

21.5 If the CFCSA or Ministry Policy 1.1 Working with Indigenous Children, Youth, Families and Communities, is amended, the Parties will review this Agreement to determine whether the Agreement should be modified accordingly.

21.6 On a semi-annual basis until the first anniversary of the Effective Date, then on an annual basis thereafter, or as needed, the Parties will meet to review the effectiveness of this Agreement, and if necessary, make recommendations and amendments to improve its success.

22.0 NOTICE

22.1 The Parties will provide communication under sections 5.2 and 5.3, and notice under section 20.3 by mail, facsimile, or email, as set out below:

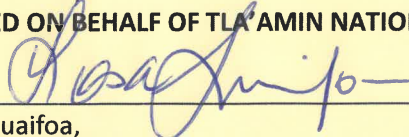
- (a) **To Tla'amin Nation:**

Tla'amin Nation
Attn: Director of Community Services
4779 Klahanie Dr, Tla'amin, BC
V8A 0C4
By email to: Losa.Luaifoa@tn-bc.ca and Tana.Harry@tn-bc.ca
Phone: (778) 554-8180

Tla'amin Nation
ᑲᑲᑲᑲᑲᑲ INTERIM AGREEMENT

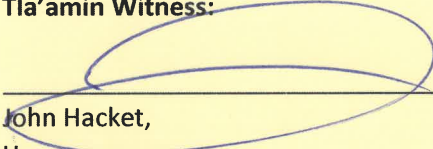
IN WITNESS WHEREOF Tla'amin Nation and the Designated Director have executed this Agreement on May 23, 2024:

SIGNED ON BEHALF OF TLA'AMIN NATION:



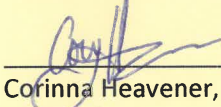
Losa Luaifoa,
Director of Community Services
Tla'amin Nation

Tla'amin Witness:



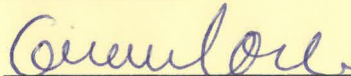
John Hacket,
Hegus
Tla'amin Nation

SIGNED ON BEHALF OF DESIGNATED DIRECTOR



Corinna Heavener,
Provincial Director of Child Welfare,
Designated Director

MCFD Witness:



The Honourable Grace Lore,
Minister of Children and Family Development

APPENDIX ‘A’

Pronunciation Guide

“Orthography” uses the conventional spelling system of the International Phonetic Alphabet. ʔayʔajuθəm is the language of ʔaʔamin (Tla’amin), kómoks (Comox), χʷemaʔkʷu (Homalco), and λoʔos (Klahoose) peoples.

ʔayʔajuθəm orthography

ʔaʔamin | kómoks | χʷemaʔkʷu | & λoʔos

This orthography is based on the International Phonetic Alphabet (IPA). This guide offers a simplified version of the sounds; for an authentic accent, listen at firstvoices.com. Most letters you’ll see in ʔayʔajuθəm are familiar. Pronounce them as you normally would, with the exception of the vowels and “y,” which are always pronounced:

a	ah
e	ay as in May
i	ee
o	oh
u	oo
y	y as in yell

ɛ	eh
ɪ	ih
ʊ	oo as in look
ə	uh
ç	ch
ç̰	popping c
ʝ	dg
k̰	popping k
kʷ	kw
k̰ʷ	rounded, popping k
ɬ	Breathy l sound
p̰	popping p
q̰	popping q

qʷ	rounded q
q̰ʷ	rounded, popping q
š	sh
t̰	popping t
t̰θ	t-th
t̰ʰ	Popping t-th
θ	th
xʷ	wh (like in who)
χ	Hhhh
χʷ	Hhhhwh
λ	tl
λ̰	popping tl
ʔ	glottal stop: uh oh

The guide above will enable you to pronounce the ʔayʔajuθəm words that appear throughout this agreement. The glossary below can provide additional support. Please note that the English alphabet does not accurately represent the vocal sounds of the ʔayajuθəm language. Approximate Pronunciations are as close as possible but the Director will need to engage with Tla’amin to learn how to properly pronounce these words.

ORTHOGRAPHY	MEANING	APPROXIMATE PRONUNCIATION
ʔajuθmɛt	To understand what someone is saying	Ah-jooth-meht

ἡαυἰθἠμ	The language of the Tla'amin, Comox, Homalco, and Klahoose people	Ahy-ah-joo-thuhm
ααμἰχ ^ω	Person / Indigenous person	Kye-mee-ooxw
ταἡω	Teachings	Tah-ow
ἡἰἰαἡἡ	Accountability	Yee-k'ah-thleht
α ^ω εα ^ω αἡστωἡ	Communication	Kweh-kwahy-stowlth
ἡασἠμ α ^ω αἡἡἡ	Discipline	Klah-suhm kwahy-ig-huhn
θαθχ ^ω ἡ	Fairness	Thath-win
ḡἠαχ ^ω υθ	Honesty	Gahn-ah-wuth
ἡἡ α ^ω αἡḡἠἡ	Humility	Peet kwahy-eh-guhns
ἡἡḡḡἡἡ ἡἡἡἡ	Integrity	Tee-heh-guhn meh-uhms
ἡἡσἡἡ	Respect	Tees-tuhm
ἡἡἡἡἡ	Sharing	Ah-ah-thuhm
χἡχḡἡἡἡἡ	Spirituality	Hahx-gee-yah-nuhn
ἡἡἡἡἡ	Tla'amin	Thlah-ah-min
ḡἡἡἡἡ	Comox	K'oh-mox
χ ^ω εἡἡἡḡἡἡ	Homalco	Hwem-alth-kwoo
ἡἡἡἡ	Klahoose	Kloh-ohs

APPENDIX 'B'

Tla'amin Nation Community Designate
Ryan Pielle Direct line: (604) 414-3232 Cell: (604) 414-4280 Ryan.pielle@tn-bc.ca After hours only: 778-584-5323
Alternate
Jasmin Menendez Youth & Family Advocate Direct line: (604)-414-2806 Cell: (604) 223-3767 Jasmin.menendez@tn-bc.ca

APPENDIX 'C'



BRITISH COLUMBIA

Ministry of Children and Family Development

Notice of Significant Measure to Parent, Care Provider and Indigenous Governing Body

The personal information on this form has been collected under the authority of the Child, Family and Community Service Act (CFCS Act), and/or Freedom of Information and Protection of Privacy Act, and is used for the purpose of administering the CFCS Act. This information is being disclosed under the federal legislation An Act respecting First Nations, Inuit Métis children, youth, and families. Any questions about the collection, use or disclosure of this information should be directed to the Director, Operational Child Welfare Policy, (778) 698-5059, PO Box 9745, Stn Prov Govt, Victoria, B.C. V8W 9S5, email: MCF.StandardsPolicy@gov.bc.ca.

Name of Director's delegate:	Name of Team Lead
Due Date	

Hide Show

Notice of Significant Measure to Parent, Care Provider and Indigenous Governing Body

Name of Child	Date of Birth (yyyy-mm-dd)
Name of Parent(s)	
Name of Care Provider(s)	
Name of Indigenous Governing Body that acts on behalf of the Indigenous Community to which the child belongs	

I as a delegate of the director under s. 92 of the *Child, Family and Community Service Act* intend to take the significant measure as outlined below in relation to the above listed child.

If you would like to provide your views about the proposed significant measure, contact me or my team leader , at the contact information listed below, by .

Intended significant measure:

- Entering or renewing voluntary care agreement to give care of a child to the director (s. 6).
- Entering or renewing special needs agreement to give care of a child to the director (s. 7).
- Entering or renewing agreement to support the youth who cannot be re-established in the youth's family or who has no parent or other person willing or able to assist the youth (s. 12.2).
- Removing a child (s. 30).
- Removing a child because interim supervision order no longer protects a child (s. 36).
- Removing a child because supervision order after protection hearing no longer protects a child (s. 42).

If the significant measure is a removal or change in placement, the intended placement is with:

- One of the child's parents
- Another adult member of the child's family
- Adult member of child's Indigenous community
- Adult member of an other Indigenous community
- Family Care Home
- Contracted Agency Resource

If circumstances change and it is determined that it is in the child's best interests to take the proposed significant measure or another significant measure immediately, we will contact you about both the measure taken and the reason that we could not wait for your response. Your views will be discussed at that time.

Name of Director's delegate:	Name of Team Lead
Business phone number of Director's delegate	Business phone number of Team Lead
Business address of Director's delegate and Team Lead	Fax number of Director's delegate and Team Lead
After-hours emergency phone number	
Date of notice (YYYY-MMM-DD)	
Signature of Director's delegate	

Only under extreme circumstances should personal information be stored on portable media such as USB keys or CD/DVD's and only if the device is fully encrypted. Never use unencrypted devices.

APPENDIX 'E'

Tla'amin Nation & Director Issues Resolution Process

The Parties understand and agree that an important foundation for this work is the concept of 'qat^oet' (ka-thet), which means 'working together.' We recognize that expanding our knowledge base by drawing on multiple forms of knowledge leads to better outcomes for Tla'amin Children and Families.

Our bodies of knowledge continue to grow and evolve as we learn and work together. We recognize that this will help us meet the shared commitments expressed in this Agreement. Though we come to an issue with different knowledge bases, we respect that they all contribute to the resolution of issues as they arise.

The laws and protocols of both Parties will be honored, respected, and applied where appropriate in the context of issues resolution. qat^oet' requires a dedicated commitment to learning and unlearning, particularly when understanding and interpreting the laws and protocols of the Tla'amin Nation in present-day colonial context. It also requires a recognition of a Director's obligations and constraints under the CFCSA and the Federal Act.

1.0 DEFINITIONS

For the purposes of this Appendix, the following definitions apply:

"Business day" means a day on which government offices are open for business in British Columbia.

"Executive Director of Service" means a person designated by the minister under section 91 who is responsible for an MCFD service delivery area or for Indigenous Child and Family Services Agencies;

"Issue" means any matter over which the Parties disagree.

"Parties" includes a Director and Community Designate.

2.0 PRINCIPLES

The Parties will endeavour to resolve any Issues in a manner that fosters an improved ongoing and respectful relationship.

2.1 The Parties will:

- (a) approach the resolution of Issues consistent with the spirit and intent of the Agreement, including the ta^oow of the Tla'amin people and the guiding principles outlined in the Agreement, with an emphasis on cooperation; and
- (b) make every effort to reconcile Tla'amin perspectives with provincial and federal legislation that applies to a Director, always with a view to determining the best interests of the Tla'amin Child or Youth.

2.2 Cooperation & Consensus:

The Parties will endeavour to work cooperatively to resolve issues, by:

- (a) Identifying early opportunities for working together proactively and cooperatively, as well as for building consensus;
- (b) Resolving Issues in a timely manner appropriate and proportionate to the nature of the issue;
- (c) Creating and nurturing space where it is safe for all individuals to speak and is conducive to mutual understanding, recognizing that cultivating safety requires different considerations depending on the positionality of the individuals involved; and,
- (d) Engaging in honest and respectful communication.

3.0 PROCEDURE FOR RESOLVING ISSUES

3.1 A Party will initiate the Issue Resolution Process by providing verbal or written notice of the Issue to the other Party.

3.2 Progressive Discussions:

Unless otherwise agreed by the Parties in writing, when a Party receives notice of a Dispute, the Parties agree to follow a progression of discussions in accordance with the following levels:

Levels of issues resolution

Levels	MCFD	Tla'amin Nation
Level 1	Team Leader	Community Designate
Level 2	Director of Operations	Child and Family Services Manager
Level 3	Executive Director of Service and/or Deputy Director of Child Welfare for Indigenous Child & Family Services Agencies	Community Services Director
Level 4	Provincial Director of Child Welfare	Chief Administrative Officer

Timeline for Progressive Discussion:

At each level of discussion, the Parties may involve the čič̓ę Circle and other Elders, Knowledge Keepers or traditional advisors to support the Issues Resolution Process. The Parties agree to the following time periods for progressive discussions:

- (a) Within 2 business days of receiving the notice, the Level 1 representatives will meet and attempt to resolve the Issue
- (b) If the issue remains unresolved within 5 business days of the Level 1 meeting, then either Party must provide written notification, with particulars of the issue, to advance to Level 2.

- (c) Within 2 business days of receiving the written notice, the Level 2 representatives will meet and attempt to resolve the Issue.
- (d) If the issue remains unresolved within 5 business days of the Level 2 meeting, the issue will advance to Level 3 and the representatives will meet within 5 business days.
- (e) Within 2 business days of receiving the written notice, the Level 3 parties will meet and attempt to resolve the issue.
- (f) If the issue remains unresolved within 5 business days of the Level 3 meeting, the issue will advance to Level 4 and the representatives will meet within 5 business days.

Mediation

3.3 If the issue remains unresolved within 5 business days of the Level 4 meeting, the issue will advance to Level 5 and the Parties will equally divide the costs of a mutually-agreed upon mediator. In accordance with the principles above, the mediator may make non-binding recommendations to the Parties.

3.3 Record-keeping:

At the conclusion of each meeting under this process, the Parties will record the issue, how they resolved the Issue or why the Issue remains outstanding.

APPENDIX 'F'

AGREEMENT TO PROVIDE INFORMATION

dated the 8th day of June, 2022

BETWEEN:

Tla'amin Nation ("Indigenous community")

AND:

A director designated under s. 91 of the *Child, Family and Community Service Act* (CFCSA) ("director")

1. Purpose

The purpose of this Agreement is to provide information about the Indigenous community's children in care and children under CFCSA custody orders to assist the Indigenous community in fulfilling its shared responsibility with Indigenous families for the upbringing and well-being of those children.

2. Personal Information

2.1 The director will provide the following information to the Indigenous community on a quarterly basis:

- | |
|--|
| <ul style="list-style-type: none">a) The names, dates of birth and CFCSA legal statuses of the Indigenous community's children, who are:<ul style="list-style-type: none">• Children in care (this includes children in the care or custody of a CFCSA director)• Children in the custody of a person other than a parent under a director's supervision.b) The names of the parents for all of the above children, except for children under voluntary care or special needs agreements.c) Title and contact information of staff employed with Ministry of Children and Family Development (MCFD) or an Indigenous Child and Family Service (ICFS) Agency who can respond to questions about the identified children. |
|--|

2.2 The information described in 2.1 (a) and (b) is referred to as Personal Information in this Agreement.

2.3 Personal Information will be limited to only that information which is in the director's information management databases.

2.4 The director will provide the information described in 2.1 to the Indigenous community's identified agreement administrator by way of email in an encrypted document which will be password protected. The director will provide the Indigenous community's agreement administrator with the password.

2.5 If there is any change to the position or email address of the Indigenous community's agreement administrator described immediately below, the Indigenous community will notify the director promptly and the parties will amend the agreement to update this information.

3. Agreement Administrators and Email Addresses

Position title of Indigenous community's agreement administrator: Child Welfare Reform Coordinator

Email address of Indigenous community's agreement administrator: ryan.pielle@tn-bc.ca

Email of director's agreement administrator: MCF.AgreementAdministrator@gov.bc.ca

4 Use and Disclosure of Personal Information

- 4.1 The Indigenous community can only use Personal Information for the following purposes:
- (a) To contact MCFD or ICFS Agency staff to learn more about identified children for the purpose of getting involved in planning for them or supporting them to learn about and practice their Indigenous traditions, customs and language or belong to their Indigenous community;
 - (b) To ensure that the community's designated representative has been notified of CFCSA proceedings respecting their children;
 - (c) To secure funding from the federal or provincial government to build the community's capacity to be more involved in planning and decision making respecting their children under the CFCSA provided that identifying information is not disclosed.
- 4.2 An Indigenous community is not permitted to use Personal Information to contact, or attempt to contact, a specific child. The Indigenous community will contact the MCFD or ICFS Agency staff person identified for a specific child to determine how the community can connect with the child.
- 4.3 The representative of the Indigenous community identified in s. 3 can disclose Personal Information to staff, including the Indigenous community's legal counsel, or members of the Indigenous community for the purposes identified in s. 4.1.

5. Accuracy

The director will make every reasonable effort to ensure the Personal Information provided to the Indigenous community under this Agreement is accurate, complete and up-to-date.

6. Security

- 6.1 The Indigenous community will keep Personal Information confidential except as contemplated in 4.3.
- 6.2 The Indigenous community will make reasonable arrangements to maintain the security of Personal Information, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal. The Indigenous community will comply with the best practices outlined in Appendix B.
- 6.3 The Indigenous community will advise the director immediately of any circumstances, incidents or events which, to its knowledge, have jeopardized or may jeopardize:
- the privacy of individuals; or

- the security of any computer system that is used to store and access Personal Information.

6.4 When the Indigenous community no longer requires the information obtained under this Agreement, the Indigenous community will destroy it entirely and securely.

7. Modification or Termination of Agreement - General

7.1 This Agreement may be modified with a change to the position or email address of the indigenous community's agreement administrator by written agreement of the parties at any time, with the modified agreement sent to the director's agreement administrator.

7.2 A party may terminate this Agreement at any time if necessary to protect the privacy of children and families or for other valid reasons, by giving written notice to the other party.

8. Notice

The director will provide any notice under this Agreement, by **email**, to the Indigenous community's agreement administrator and the director's agreement administrator.

The Indigenous community will provide any notice under this Agreement by email, to the director's agreement administrator.

9. Term of Agreement

This Agreement will commence no later than four months after the date of the agreement and end only if terminated in accordance with paragraph 7.2.

10. Appendices


Any appendices to this Agreement are part of the Agreement.

Appendix A: CFCSA Legal Statuses of Children to be Disclosed under this Agreement

Appendix B: Best Practices Security of Information

Agreed to on behalf of the Indigenous community

Ryan Pielle Child Welfare Reform Coordinator
(Print Name of Authorized Representative) (Title)

 June 08, 2022
(Signature of Authorized Representative) (Date)

Agreed to by an Indigenous Child & Family (ICFS) Agency Executive Director:

(Print Name of ICFS Agency Executive Director) (Title)

(Signature of ICFS Agency Executive Director) (Date)

Agreed to by a Designated Director:

Diane Livingstone A/E Executive Director of Service
(Print Name of Designated Director) (Title)

 Oct 11 / 2022
(Signature of Designated Director) (Date)

Appendix A
CFCSA Legal Statuses of Children to be Disclosed under this Agreement

Legal Status	Child In Care?	Description of Legal Status
Continuing Custody Order (CCO)	Yes	<ul style="list-style-type: none"> • A director is the child's sole personal guardian until: <ul style="list-style-type: none"> ○ child reaches 19 years of age, ○ child is adopted, ○ child marries, ○ the court cancels the CCO ○ child's custody is transferred under s. 54.1
Interim or Temporary Custody of Director	Yes	<ul style="list-style-type: none"> • Child is in the care and guardianship of a director, with the director exercising the rights and responsibilities of a guardian except the right to consent to the child's adoption or if the court has ordered the parent to retain specific guardianship responsibilities. • Parent's guardianship is temporarily superseded by the Interim or Temporary Custody order. • Interim custody order is made at the conclusion of a presentation hearing and is in place only until the court makes an order at the protection hearing. • Temporary custody order is made at a protection hearing and may be extended in subsequent hearing. The maximum duration of temporary custody orders and extensions is typically 12 months for a child under 5 years old, 18 months for a child 5 to 11 years old and 24 months for a child ages 12 year old and older.
Interim or Temporary Custody of a Person Other than a Parent under Director's Supervision	No	<ul style="list-style-type: none"> • Child is in the care and guardianship of a person other than a parent under the director's supervision, with the person exercising the rights and responsibilities of a guardian except the right to consent to the child's adoption or if the court has ordered the parent to retain specific guardianship responsibilities. • Parent's guardianship is temporarily superseded by the Interim or Temporary Custody order. • Interim custody order is made at the conclusion of the presentation hearing and is in place until the court makes an order at the protection hearing. • Temporary custody order is made at a protection hearing and may be extended in subsequent hearing. The maximum duration of temporary custody orders and extensions is typically 12 months for a child under 5 years old, 18 months for a child 5 to 11 years old and 24 months for a child 12 years old or older.
Removal Status	Yes	<ul style="list-style-type: none"> • Child is in the care of a director after a removal. Removal status is in place only until an order is made at a presentation hearing. • At the presentation hearing, the court may grant an interim custody order or order that the child be returned to the parent either with or without the director's supervision
Voluntary Care Agreement and Special Needs Agreements	Yes	<ul style="list-style-type: none"> • Child is in the care of a director through an agreement signed by the parent who has custody of the child. • The maximum total duration of voluntary care agreements is 12 months for a child under 5 years old, 18 months for a child 5 to 11 years old and 24 months for a child ages 12 year old and older. • No maximum total duration of special needs agreements.

Appendix B Best Practices Security of Information

The personal information provided to the Indigenous Community is very sensitive and needs to be used and managed in a manner that respects the privacy of the children and families involved. The Indigenous community will take the following security measures with respect to Personal Information.

Security of Physical Records

- Store any physical records, containing Personal Information, in locked storage rooms, locked filing cabinets or lockable desk drawers, with controls over distribution of keys or lock combinations.
- Ensure work stations and computers are secure.
- Ensure access is granted and managed based on the need to know and least privilege principles, ensuring that community members only have access to personal information if they are involved in one of the purposes identified in 3.1 of the Agreement.
- Ensure Personal Information is not left unattended in unsecured areas while being worked on, during transit or while in interim storage.
- Incorporate user security levels in file check-out procedures.
- Do not take any physical files containing personal information home.
- If you must transport physical files containing personal information, ensure the files are locked in the trunk so as not to be visible to passersby.

Security of Electronic Records

- Ensure that each person has a separate logon ID for the computer with a complex passcode
- The computer should have the current security patches for the base operating system (Windows 7, OS X)
- Software installed (Adobe products, Word, Email program) on the computer should also have the latest security install. Computer should have a current and up to date anti-virus program installed and actively running.
- Ensure access is granted and managed based on the need to know and least privilege principles, ensuring that community members only have access to Personal Information if they are involved in one of the purposes identified in 3.1 of the Agreement.
- Do not store Personal Information outside of Canada. This means that you cannot use most of the "cloud" storage tools (iCloud, DropBox or SkyDrive) as these store files on servers that are physically outside of Canada.

Managing Client Information on a Mobile Device

- If you have Personal Information on your mobile device, secure your device using a robust passcode and enabling encryption.
- You should not store information on your mobile device any longer than necessary.

Use of Social Media

Do not post, communicate or otherwise use any Personal Information within social media of any kind, such as Facebook and Chatbox.

Security of Personal Information in Transport (Data in Transit)

If you are emailing Personal Information over a network it should be transmitted using a secured method such as secured file transfer protocol (SFTP), encrypted email, or in emergency situations sending a password protected Zip file.

Only under extreme circumstances should Personal Information be stored on portable media such as USB keys or CD/DVD's and only if the device is fully encrypted. Never use unencrypted devices.