

THIS AGREEMENT made as of the 5 day of ^{May} ~~April~~ 1997.

BETWEEN:

THE NISGA'A TRIBAL COUNCIL,
acting on behalf of the Nisga'a bands
through its Nisga'a Child & Family Services program

(the "NTC")

AND:

DIRECTOR, designated as such by the Minister for Children and Families
pursuant to section 91 of the *CHILD, FAMILY AND COMMUNITY SERVICE ACT* of the
Province of British Columbia

(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 *Child, Family and Community Service Act* (the "CFCS Act") is the current legislation governing the delivery of child and family services in British Columbia;
- B. The *CFCS Act* sets forth a number of principles in respect of the provision of services to aboriginal children and families, including:
- a. the safety and well-being of children are paramount considerations in administering and interpreting the *CFCS Act* (section 2);
 - b. the cultural identity of aboriginal children should be preserved (section 2(f));
 - c. aboriginal people should be involved in the planning and delivery of services to aboriginal families and their children (section 3(b));
 - d. the importance of preserving an aboriginal child's cultural identity

must be considered in determining the child's best interests (section 4(2)); and

- e. aboriginal children should be placed within extended family or within the child's aboriginal community, if possible (section 71(3)).

C. The *CFCS Act*, section 93(1)(f)(iii), permits the Director to make agreements with a legal entity representing an aboriginal community for the provision of child and family services;

D. The Nisga'a Child and Family Services ("NCFS") program was established by the NTC and the Nisga'a bands for the purpose of developing and delivering services for Nisga'a children and families;

E. The Parties recognize that the Nisga'a Nation, Canada and Her Majesty the Queen in right of British Columbia intend to enter into a treaty, as contemplated by the Agreement in Principle, signed March 22, 1996, under which the Nisga'a Nation will have the ability to develop and deliver child and family services in accordance with its own laws (see paragraphs 49 to 51 of the Nisga'a Government Chapter of the Agreement in Principle);

F. In the interim, the Parties wish to facilitate the NTC's ability to develop and deliver services by NCFS in the following phased-in manner:

Phase I: (a) support services, residential services and voluntary and special needs agreements for eligible persons, in accordance with category 12 of the Aboriginal Delegation Matrix;

(b) guardianship services for eligible children, in accordance with category 13 of the Aboriginal Delegation Matrix;

(c) Phase I(a) and I(b) services for Nisga'a children and families not residing on a reserve, in accordance with the levels of delegation required for Phase I(a) and I(b). These services would be by way of a protocol agreement between the Director and NTC;

Phase II: (a) protection services for eligible children, in accordance with category 15 of the Aboriginal Delegation Matrix;

(b) protection services for Nisga'a children and families not residing on a reserve, by way of a protocol agreement between the Director and NTC;

Phase III: It is the intention of the NTC to request the designation of a Nisga'a director from the Minister pursuant to section 91 of the *CFCS Act*;

G. The NTC and the Director further intend, through protocol agreements, to move towards the provision of comparable services for Nisga'a children and families regardless of whether they reside on or off a reserve, as funding becomes available;

Purpose

H. The Parties intend, by this Agreement, to establish the funding of and the process for the phased-in development, delivery and management of NCFS to enable it to provide Phase I(a) and I(b) services to eligible persons, and Phase II(a) services to eligible children in accordance with an agreement to be negotiated and attached to this Agreement.

THEREFORE the Parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the following terms mean:

- a) "Aboriginal Delegation Matrix" means the aboriginal delegation matrix attached to this Agreement as Schedule B;
- b) "Agreement" means this agreement and all schedules attached to it, but does not include Appendix A;
- c) "CFCS Act" means the *Child, Family and Community Service Act*, as amended or replaced from time to time;
- d) "child" means a person under 19 years of age, and includes a youth;
- e) "Children's Commissioner" means the commissioner currently appointed under Part I of the *Inquiry Act* to inquire into and report to the Attorney General and Minister Responsible for Multiculturalism, Human Rights and Immigration on the cause of death of any child that dies in British Columbia and to ascertain whether further or better action by or on behalf of the Ministry for Children and Families or any other branch or institution of the executive arm of the government of British Columbia should be taken, and includes any change to the definition pursuant to future provincial legislation;
- f) "commencement date" means the date upon which the Parties sign this Agreement;
- g) "contract counsel" means any lawyer retained by the Ministry of Attorney General to provide legal advice to the Director or his or her delegates in respect of the exercise of their powers, duties and functions pursuant to the *CFCS Act*;
- h) "eligible child" means any child who is registered as an Indian under the *Indian Act* and is resident on a reserve;
- i) "eligible person" means any eligible child and any family of the eligible child;
- j) "Nisga'a bands" mean the Gitlakdamix band, the Gitwinksihlkw band, the Lakalzap band and the Kincolith band, or their successors;
- k) "Nisga'a Nation" has the same meaning as is set forth in the Agreement in Principle, dated March 22, 1996;
- l) "Nisga'a family care home" means a foster home which is approved under the *CFCS Act* and which is also culturally appropriate, as determined by the NCFS;

- m) "NCFS" means the Nisga'a Child and Family Services, a program implemented by the NTC to administer the delivery of child and family services to eligible persons;
- n) "Parties" means the NTC, the Director, and Canada;
- o) "Program Directive" means Canada's policy regarding the administration and funding of the "First Nations Child and Family Service Program" issued as a follow up to the federal cabinet decision of July 27, 1989, as amended or replaced from time to time. The current policy is attached as Schedule "A" to this Agreement entitled "Program Directives 20-1, Chapter 5 - Social Development, PD 5.1 - First Nations Child and Family Services (FNCFS)";
- p) "protocol agreement" means an agreement providing for practical arrangements to permit persons employed by either British Columbia or NCFS to deliver child and family services and to co-ordinate their efforts, and includes the protocol agreement between the NTC and Ministry of Social Services, signed March 26, 1991;
- q) "reportable circumstances" means a reportable circumstance as defined in the *Child, Family and Community Service Policy Manual*, dated October 28, 1996, as amended from time to time;
- r) "reserve" means a reserve within the meaning of the *Indian Act*, which is set apart for the use and benefit of a Nisga'a band, and, after the coming into effect of the treaty contemplated in the Agreement in Principle, means Nisga'a Lands as defined in the treaty; and
- s) "youth" means a person who is 16 years of age or over but is under 19 years of age.

2.0 PRINCIPLES

2.1 The Director and the NTC agree that the principles relating to child, family and community services, set forth in sections 2, 3, and 4 of the CFCS Act, will guide the operation of this Agreement, and the development and delivery of services provided by NCFS pursuant to this Agreement.

2.2 The Director and the NTC agree that, in the pursuit of a child's best interest, the maintenance, establishment or re-establishment of connections between Nisga'a children and their Nisga'a heritage are appropriate objectives.

3.0 PROVISION OF SERVICES

3.1 The Director and the NTC agree that services provided by NCFS pursuant to this Agreement will be designed to:

- (a) ensure that the safety and well-being of eligible children are paramount considerations;
- (b) respect, support and promote Nisga'a traditions, customs and values, including the Nisga'a house system (*Wilp*) and the Nisga'a language;
- (c) validate, support and educate about the social and family structures which exist within the Nisga'a Nation, including the use of the *Wilp* (chiefs, matriarchs, elders and extended family members) as resources to the resolution of Nisga'a child and family issues;
- (d) support and encourage community-based decision making and responsibility in respect of Nisga'a children and families;
- (e) support and encourage communication and dispute resolution processes which are relationship-based and respectful; and
- (f) facilitate, whenever possible, the care of Nisga'a children with immediate or extended family members in New Aiyansh, Gitwinksihlkw, Greenville and Kincolith.

3.2 The Parties agree that the NCFS will, after its employees have received the appropriate level of delegated authority pursuant to section 4.1, provide services to eligible persons in the phased-in manner set forth in sections 3.3, 3.4, 3.6 and 3.7.

3.3 Prior to the delegations required in Phases I(a), I(b) and II(a), the Director will continue to provide such services.

Phase I(a)

3.4 The Parties agree that during Phase I(a), after its employees have received the appropriate delegated authority in accordance with section 4.1, the NCFS will provide services to eligible persons in accordance with category 12 of the Aboriginal Delegation Matrix, including:

- (a) preventative and support services to promote the purposes of the *CFCS Act*;

- (b) support and residential services;
- (c) community services to assist Nisga'a communities to care for and protect eligible children;
- (d) voluntary care and special needs agreements; and
- (e) a full range of Nisga'a family care homes developed and maintained through recruitment, approval, support and ongoing training of caregivers.

3.5 In providing the Phase I(a) services described in section 3.4, the NCFS may provide:

- (a) counselling to:
 - (i) support eligible persons who experience or are directly or indirectly affected by family violence or dysfunctional family environments, and
 - (ii) provide eligible persons with the knowledge of and the ability to be empowered by the role of the family, extended family, and the *Wilp*;
- (b) in-home support to assist parents in organising and maintaining the family unit and carrying out parental responsibilities;
- (c) respite care to relieve parents temporarily from parental responsibilities in order to allow for their recovery from the stress and challenges of parenting;
- (d) parenting, budgeting and life skills programs to:
 - (i) provide training for preventing, correcting, modifying or alleviating specific causes of health, educational or social obstacles to their children's growth and development, and
 - (ii) identify and advocate ways to overcome debilitating community conditions, such as discriminatory or intolerable social or environmental living experiences for children and families; and
- (e) other child and family services determined by NCFS.

Phase I(b)

3.6 The Parties agree that during Phase I(b), after its employees have received the

appropriate delegated authority in accordance with section 4.1, the NCFS will provide guardianship services, in accordance with category 13 of the Aboriginal Delegation Matrix, for any eligible child who is:

- (a) in the continuing custody of the Director;
- (b) in the temporary care of the Director, where such guardianship is agreed upon by the NCFS and the Director; or
- (c) in the guardianship of the Director under the *Family Relations Act*.

Phase II(a)

3.7 The Parties agree that during Phase II(a), the NCFS will, in accordance with an agreement to be negotiated and attached to this Agreement, provide protection services to eligible children in accordance with category 15 of the Aboriginal Delegation Matrix and the requirements of the *CFCS Act*.

Other Provisions relating to Services

3.8 The Director and the NTC agree that the NCFS may request the support and assistance of the Director in the delivery of services set forth in section 3.4 to 3.7 where such assistance is required by NCFS to ensure the continued delivery of such services in accordance with this Agreement.

3.9 The Director and the NTC agree that the Director will respond to a request made by NCFS pursuant to section 3.8 in a manner that is consistent with this Agreement and with the Director's responsibilities under the *CFCS Act*.

3.10 The Director and the NTC agree that the Joint Child and Family Management Committee, as established pursuant to section 10.1 of this Agreement, may make recommendations to the Director for such support and assistance as may be required by NCFS to ensure its continued delivery of services provided in sections 3.4 to 3.7.

3.11 The Parties acknowledge 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 an eligible child who is eligible for or in receipt of services through NCFS pursuant to this Agreement.

4.0 DELEGATION OF AUTHORITY

4.1 The Director and the NTC agree that the Director will, pursuant to section 92 of the *CFCS Act*, delegate in accordance with operational readiness criteria, operational standards and best practice standards approved by the Director, to a person or persons employed by NCFS, those powers, duties or functions necessary to enable NCFS to provide any services set forth in sections 3.4, 3.6 and 3.7 which require the delegated authority described in the Aboriginal Delegation Matrix.

4.2 The Director and the NTC agree to work together to develop the operational readiness criteria, operational standards and best practice standards referred to in section 4.1.

4.3 The Director and the NTC agree that the NTC will maintain an administrative structure under which NCFS will provide its employees with supervision and management during the exercise of their powers, duties, or functions delegated pursuant to section 4.1.

4.4 The Director and the NTC agree that the NTC will maintain personnel policies and procedures for NCFS comparable to provincial standards in respect of qualifications, supervision, reviews of professional judgement, discipline, conflicts of interest, and relief during vacation time of employees of NCFS receiving delegated authority pursuant to section 4.1.

4.5 The Director and the NTC agree that the *CFCS Act* will apply to employees of NCFS who are exercising powers, duties, or functions delegated pursuant to section 4.1.

4.6 The Director and the NTC agree that the employees of NCFS will have access to contract counsel through the Ministry for Children and Families in respect of the exercise of their powers, duties, or functions delegated pursuant to section 4.1.

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

Purpose

5.1 The Director and the NTC agree that the purpose of sections 5.1 to 5.8 is to:

- (a) provide NCFS 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 the Director, NCFS and the Children's Commissioner with the information necessary by the Director, NCFS or the Children's Commissioner to carry out their responsibilities under the *CFCS Act* and this Agreement, and other applicable

provincial legislation relating to the responsibilities of the Children's Commissioner.

Audit of Services and Related Programs

5.2 The Director and the NTC agree that audits of services provided by NCFS pursuant to this Agreement and related programs will take place:

- (a) at such intervals as are agreed upon by NCFS and the Director, or
- (b) by the Children's Commissioner pursuant to applicable provincial legislation
- (c) at other such times as required by the Director in consultation with NCFS.

5.3 The Director and the NTC agree that the audits contemplated in section 5.2 (a) and 5.2 (c) will be conducted in a manner satisfactory to the Director and the NTC

5.4 The Director and the NTC agree that audits may include:

- (a) those child and family services funded by the Ministry for Children and Families or provided by NCFS under delegated authority provided in accordance with section 4.1, and related programs, to ensure compliance with the *CFCS Act* and the standards referred to in section 4.1;
- (b) other child and family services and related programs as agreed by NCFS and the Director; and
- (c) other child and family services and related programs as requested by NCFS.

5.5 The Director and the NTC agree that both parties will be provided with the results of any audit conducted.

Reviews of Specific Cases

5.6 The Director and the NTC acknowledge that, in a specific case, a review may be conducted by the Director pursuant to Part 6 of the *CFCS Act* or by the Children's Commissioner pursuant to applicable provincial legislation.

5.7 The Director and the NTC agree that the case reviews contemplated under section 5.6 may include reviews in respect of, but not limited to:

- (a) a reportable circumstance referred by the Director or a future director of NCFS resulting from services delivered by NCFS at the time of the reportable circumstance; and
- (b) a specific case where the NCFS or the Director requires the facts and circumstances respecting the practice of an employee of NCFS receiving delegated authority pursuant to section 4.1.

5.8 Canada, the Director and the NTC agree that the results of the internal reviews agreed upon in section 14.1(d) will be shared with the Director.

6.0 INFORMATION & RECORDS MANAGEMENT

6.1 The Director and the NTC agree that the NCFS will access and utilise the Ministry for Children and Family's electronic programs for the collection, storage, sharing and retrieval of information obtained under the provisions of the *CFCS 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).

6.2 The Director and the NTC agree that one representative of NCFS may participate in any relevant Ministry for Children and Families' systems review of electronic programs, such as those listed in section 6.1, utilized by the Ministry for Children and Families and that upon the request of NCFS, the Director will provide the funds necessary for a NCFS representative to attend meetings, including travel, meals and accommodation.

6.3 The Director and the NTC agree that the NCFS will implement and utilise updates to Ministry for Children and Families electronic programs such as those listed in section 6.1.

6.4 The Director and the NTC agree that the Director will provide NCFS with the necessary technical support and training required for the implementation and maintenance of systems such as those listed in section 6.1.

6.5 The Director and the NTC agree that access to NCFS and Ministry for Children and Families physical files, records and electronic systems regardless of their format, concerning services provided pursuant to this Agreement, will be provided in accordance with applicable provincial legislation, including Part 5 of the *CFCS Act*.

6.6 The Director and the NTC agree that NCFS will maintain records in a manner compatible with applicable provincial policy and standards in respect of all matters for which its employees provide services delegated pursuant to this Agreement. While in use, all such records will be stored in a secure place with confidentiality and access to records and files ensured in accordance with applicable provincial legislation, including Part 5 of the *CFCS Act*.

6.7 The Director and the NTC agree that NCFS will utilise the Ministry for Children

and Families Records Management Unit (RMU) for the long term retention of files and information obtained through the provision of services pursuant to this Agreement, unless the Director and NCFS otherwise agree.

6.8 The Director and the NTC agree that all files relating to services provided pursuant to this Agreement will be transferred in an orderly manner between NCFS and any Ministry for Children and Families' office and any aboriginal agency with employees who have the appropriate delegated authority to ensure that the party responsible for service delivery has the complete service record as soon as practicable and, in any event, no longer than 20 working days after commencement of service delivery.

6.9 The Director and the NTC agree that the Director may request information and statistical data from NCFS, related to programs and services delivered under delegated authority not presently provided under the Ministry for Children and Families electronic programs referred to in section 6.1.

7.0 TRANSFER OF EXISTING CASES

7.1 The Director and the NTC agree to an orderly transfer to NCFS of child and family services cases. The priority of cases selected for transfer to NCFS will be set out through protocol agreements.

7.2 The Director and the NTC agree to establish a plan in respect of each case that is transferred between the Director and the NCFS.

8.0 CONFIDENTIALITY

8.1 The Parties agree that, while this Agreement is in effect and at all times thereafter, the Director and NCFS, and their respective officers, employees, subcontractors, and agents:

- (a) will treat as confidential all information, data, documents and materials acquired or to which access has been given in the course of or incidental to the performance of this Agreement;
- (b) will only disclose, or permit to be disclosed, information, data, documents or materials in accordance with applicable provincial legislation, including Part 5 of the *CFCS Act*;
- (c) will comply with any rules or directions made or given by NCFS or the Director with respect to the safeguarding or ensuring the confidentiality of written or electronic records, information, data, documents or materials acquired respectively

from NCFS or the Director; and

- (d) will be required to take an oath of confidentiality in respect of all information, data, documents and materials acquired or to which access has been given in the course of or incidental to the performance of their duties pursuant to this Agreement.

8.2 Canada agrees with the NTC and the Director that, while this Agreement is in effect and at all times thereafter, Canada will only disclose, or permit to be disclosed, information, data, documents or materials in accordance with applicable federal legislation.

9.0 POLICY AND POLICY DEVELOPMENT

9.1 The Director and the NTC agree that NCFS may develop policies for the delivery of services to eligible persons provided that such policies include:

- (a) policies and procedures relating to reportable circumstances which are compatible with provincial policies and procedures; and
- (b) policies to guide NCFS employees in the correct exercise of their delegated statutory authorities.

9.2 The Director and the NTC agree that prior to implementing policies pursuant to section 9.1, NCFS 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 authorities.

9.3 The Director and the NTC agree that NCFS and the Director will, as soon as practicable, provide each other with copies of their policies relating to the delivery of services pursuant to this Agreement, and any changes to such policies.

10.0 JOINT CHILD AND FAMILY MANAGEMENT COMMITTEE

10.1 The Parties will establish a Joint Child and Family Management Committee to comprise six representatives: one representative from each of the four Nisga'a bands; one representative from the Ministry for Children and Families; and one representative from DIAND. These representatives will appoint one of them to act as chair.

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 NCFS pursuant to this Agreement.

10.3 The Joint Child and Family Management Committee will use best efforts to develop its terms of reference and rules of procedure which will be attached to this Agreement as Schedule "C" within six months from the commencement date.

10.4 The terms of reference developed by the Joint Child and Family Management Committee will, among other matters determined by it to be appropriate, include provisions for the Joint Child and Family Management Committee to:

- (a) make recommendations in respect of:
 - (i) the three and six year program review prescribed by the Program Directive,
 - (ii) the three to five year review described in section 16.4,
 - (iii) the expansion of delegated authority for employees of NCFS, and
 - (iv) the resolution of any disputes which may arise in respect of the interpretation, application, implementation and operation of this Agreement;
- (b) develop the details of the dispute resolution process which the Parties will utilize for the interpretation, application, implementation and operation of this Agreement;
- (c) play a significant role in the maintenance of the existing protocol agreement between the NTC and the Ministry of Social Services for the protection of Nisga'a children, and the development of new protocol agreements relating to the delivery of child and family services such as off reserve services, after-hours procedures, and dispute resolution between employees of NCFS and the Ministry for Children and Families;
- (d) monitor the effectiveness of the information systems set forth in this Agreement and make recommendations to the Parties on how to improve on these systems; and
- (e) perform such other functions as agreed to by the Parties from time to time.

10.5 The Joint Child and Family Management Committee will endeavour to perform its functions by way of consensus, and if consensus cannot be reached, it will utilize the dispute resolution process developed pursuant to sections 10.4 and 12.2.

10.6 In the event that a dispute arises prior to the development of a dispute resolution

process pursuant to sections 10.4 and 12.2, the Joint Child and Family Management Committee will endeavour to resolve such dispute in good faith and with best efforts.

10.7 The Parties will appoint their initial representatives to the Joint Child and Family Management Committee within 30 days from the commencement date and will notify each other of such appointments and any changes in appointments in accordance with section 17.0.

10.8 The first meeting of the Joint Child and Family Management Committee will take place no less than 90 days after the commencement date in a location agreed upon by the representatives. Thereafter, the Joint Child and Family Management Committee will meet at least once in each quarter of every year.

10.9 British Columbia and Canada will be responsible for paying the costs associated with their respective representatives' involvement on the Joint Child and Family Management Committee.

11.0 TRAINING

11.1 The Director and the NTC agree to identify training needs, to determine methods to meet the training requirements, and to facilitate the provision of required training for NCFCS, its employees, and its caregivers. It is the Parties' objective to ensure that NCFCS, its employees, and its caregivers have the knowledge required for support, guardianship, and child protection, as well as cross-cultural sensitivity in the provision of child and family services.

12.0 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 section 10.4 (b). For greater certainty, the application of or participation in the dispute resolution process developed by the Joint Child and Family Management Committee will not interfere with the Director's ability to ensure the safety and well-being of a child pursuant to section 3.11.

12.2 The Joint Child and Family Management Committee, in developing a dispute resolution process pursuant to section 10.4, may include the use of culturally appropriate advice, facilitation and mediation by internal or outside sources, and may, after the coming into effect of the treaty contemplated in the Agreement in Principle, signed March 22, 1996, include the dispute resolution process established by the treaty.

13.0 DUTY OF CARE AND LIABILITY

13.1 The Director and the NTC agree that section 101 of the *CFCS Act* applies to employees of NCFS in the exercise of delegated authority pursuant to this Agreement.

13.2 The NTC will indemnify and save harmless the Director, his successors, officials, employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that they 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 the NTC or NCFS or by any of its agents, employees, officers, directors, or subcontractors in respect of the provision of services on a reserve pursuant to this Agreement, except as may be caused by the negligence of the Director or Canada and their heirs, successors, officials, employees or agents.

13.3 The Director and the NTC agree that the NTC will receive liability insurance coverage under the terms and conditions of the "Government Master Insurance Program", as it may exist from time to time, in respect of the provision of services pursuant to this Agreement and will renew such coverage while this Agreement is in effect and that there will be no cost to the NTC for this insurance coverage.

13.4 The NTC will 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 the NTC or NCFS or by any of its agents, employees, officers, directors, contractors or subcontractors in respect of the provision of services on a reserve pursuant to this Agreement, except as may be caused by the negligence of Her Majesty or the Director and their heirs, successors, officials, employees or agents.

14.0 FINANCIAL ARRANGEMENTS

14.1 Canada and the NTC agree that, subject to annual appropriations by Parliament, Canada will provide the NTC with fiscal resources, by way of an annual funding arrangement pursuant to this Agreement and, where applicable, in accordance with the funding formulas provided for in the Program Directive but carried out through an annual Comprehensive Funding Arrangement (the most recent one covering the period from April 1, 1996 to March 31, 1997), to enable NCFS to provide a full range of child and family services pursuant to this Agreement, including:

- (a) start-up funding for the hiring of staff; the establishment of the office; purchase of

equipment and furniture; purchase, installation and maintenance of electronic data communication equipment; the set-up, orientation and training of local committees and the board of directors, and the initial training of staff in accordance with sections 7.1(c), 18.3 and 20.1 of the Program Directive. The amount is set out in Appendix "A";

- (b) operations funding for the costs of all operational activities, including staffing, salaries and benefits; costs of NCFS representatives' involvement on the Joint Child and Family Management Committee; administration; travel; professional development; support and prevention service; and insurance and legal fees related to operations, in accordance with section 19.0 and 20.0 of the Program Directive. The amount for the first year is set out in Appendix "A";
- (c) reimbursement for maintenance costs of eligible children in the care of NCFS; and
- (d) funding in each of the third and sixth years of operation for NCFS to complete an internal review of NCFS to identify strengths and weaknesses and to plan improvements to the range and quality of its services.

14.2 The Director and the NTC agree that the Director may provide funding to the NCFS for the provision of services to persons residing on a reserve for whom NCFS does not receive federal funding. The amount and method of payment of such funding will be negotiated between the Director and the NTC.

14.3 The Director will bear the cost of audits agreed upon pursuant to section 5.2 (a) and (c) and section 5.4 (a) and (b) and the cost of case reviews conducted by the Director pursuant to section 5.6 and 5.7.

15.0 WITHOUT PREJUDICE

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

15.2 Except for court actions involving matters covered by this Agreement, this Agreement is without prejudice to any future legal or negotiating positions any Party may wish to take. Nothing in this Agreement is to be interpreted as creating, recognising or denying aboriginal rights.

15.3 This Agreement is not intended to nor should it be interpreted to prevent the exercise of Nisga'a Government jurisdiction in respect of child and family services pursuant to the treaty contemplated by the Agreement in Principle, signed March 22, 1996.

15.4 No member of the Senate or House of Commons of Canada shall be admitted to any share or part of this arrangement or any benefit arising there from.

16.0 TERM OF AGREEMENT, AMENDMENT, TERMINATION & REVIEW

16.1 Subject to section 16.2 to 16.4, this Agreement will remain in effect for five years from the commencement date, unless the Parties otherwise agree.

16.2 This Agreement may be terminated by any one of the Parties upon the giving of six months written notice, or at such shorter time as may be agreed upon by the Parties.

16.3 This Agreement may be amended or modified with the consent of the Parties. Such amendments or modifications to this Agreement will be confirmed in writing before taking effect.

16.4 This Agreement will be reviewed by the Parties between three and five years from the commencement date. The Parties will take into account the recommendations made by the Joint Child and Family Management Committee in respect of the continuation, modification, expansion, and alteration of this Agreement.

17.0 NOTICE

17.1 Any notice or written communication required or permitted to be given pursuant to this Agreement may be given as follows:

(a) to the NTC or NCFS:

Nisga'a Child and Family Services
Program Director
P.O. Box 231
New Aiyansh, British Columbia V0J 1A0
(250) 633-2601; (250) 633-2367 (fax)

(b) to the Director:

c/o Ministry for Children and Families
6th Floor, 614 Humboldt St.
Victoria, British Columbia V8V 1X4
(250) 387-7071; (250) 387-8036 (fax)

(c) to Canada:

Director, Funding Services
Indian and Northern Affairs Canada
340 - 1550 Alberni Street
Vancouver, British Columbia V6G 3C5
(604) 666-5171; (604) 666-2046 (fax)

17.2 Notice is deemed to be received when hand delivered or received by facsimile pursuant to section 17.1, unless the Parties otherwise agree.

17.3 Any of the Parties whose address has changed will notify the others in writing of a new address for notification as soon as practicable.

17.4 Each Party agrees to notify the other Parties of any actions it takes which may significantly impede the NCFS's ability to provide services pursuant to this Agreement.

18.0 MISCELLANEOUS PROVISIONS

18.1 This Agreement will be governed by, and construed in accordance with, the laws of the province of British Columbia.

18.2 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 the Agreement.

18.3 All words in the singular include the plural and vice versa. All words in the masculine gender include the feminine and neutral genders. All words in the neutral gender include the masculine and feminine genders.

18.4 This Agreement will not affect the ability of the NTC or Nisga'a persons to participate in and benefit from federal and provincial programs for aboriginal people in accordance with general criteria established for these programs from time to time.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed in the City of VANCOUVER in the Province of British Columbia, on the 5th day of April 1997.

SIGNED on behalf of THE NISGA'A TRIBAL COUNCIL by its authorized signatory,

[Signature]
Witness

Executive Chairman
Address

240 Sturtevant Prince Rupert
Address

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

[Signature]
Witness

6th Flr 614 Humboldt St
Address

Victoria BC
Address

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, AS REPRESENTED BY THE MINISTER OF INDIAN AFFAIRS & NORTHERN DEVELOPMENT by his authorized signatory

[Signature]
Witness

340-1550 Abbots Rd
Address

Vancouver, BC V6G 3C5
Address

[Signature]

[Signature]
JOSEPH GOSNELL, SR.
President

[Signature]
ROSS DAWSON
Director
Child Family and Community Service Act

[Signature]
JOHN WATSON
Director - BC Region