

Schedule “B”

Aboriginal Delegation Matrix

Schedule "B"

Delegation Matrix (aboriginal delegates)

Category	11	12	13	14	15
Part 2 - Support Services and Agreements					
5. Support services for families	X	X	X	X	X
6. Voluntary care agreements		X	X	X	X
7. Special needs agreements		X	X	X	X
Part 3 - Child Protection					
Division 1 - Responding to Reports					
14. Duty to report need for protection				X	X
15. If a young child breaks the law				X	X
16.(1) Finding out if a child needs protection				X	X
16.(2) (a)				X	X
16.(2) (b)				X	X
16.(2) (c)				X	X
16.(3)				X	X
16.(4)				X	X
16.(5)				X	X
17. If director is denied access to child				X	X
19. Orders for access by director may be obtained by telephone				X	X
Division 2 - Cooperative Planning and Dispute Resolution					
22. Mediation		X	X	X	X
23. Effect of family conference or mediation on court proceeding				X	X
Division 3 - How Children are Protected					
25. Unattended child					X
26. Lost or runaway child					X
27. Child in immediate danger					X
28. Child who needs to be protected from contact with someone				X	X
29. Child who needs essential health care				X	X
30. Removal of child.					X
31. Parents to be notified of child's removal				X	X
32. Care of child until an order is made at the presentation hearing				X	X
33. Returning the child before the presentation hearing					X
Division 4 - Child Protection Hearings and Orders					
34. Duty to attend and inform others of presentation hearing				X	X
35. Presentation hearing and orders				X	X
36. If interim order no longer protects the child				X	X
38. Notice of protection hearing				X	X
39. Parties to a proceeding				X	X
40. Protection hearing				X	X
41. Orders made at protection hearing				X	X

	11	12	13	14	15
42. Content and enforcement of supervision order				X	X
44. Extension of supervision orders and temporary orders				X	X
46. Supervision of child after temporary custody order ends				X	X
47. Effect of interim or temporary custody order				X	X
48. Withdrawing from a proceeding after the presentation hearing					X
Division 6 - Continuing Custody Hearings and Orders					
49. Continuing custody hearing and order			X	X	X
50. (1) Guardianship only; not consent to adoption *see below			X	X	X
50. (2)(4)			X	X	X
52. Director's duty to notify Public Trustee			X	X	X
54. Cancellation of continuing custody order			X	X	X
Division 6 - Related Orders					
55. Access to child in interim or temporary custody of director or other person				X	X
56. Access to child in continuing custody of director			X	X	X
57. Changes to supervision, temporary custody and access orders				X	X
58. If child needs assistance of Public Trustee				X	X
59. Psychiatric or medical examination orders				X	X
60. Consent orders				X	X
61. Custody of child during adjournments				X	X
62. Suspension of order transferring custody from director				X	X
63. Enforcement of custody order			X	X	X
Division 7 - Procedure and Evidence					
64. Full disclosure to parties			X	X	X
65. If director is denied access to record			X	X	X
Part 4 - Children In Care					
71. Out-of-home living arrangements		X	X	X	X
72. Agreements with young people who were in care	X	X	X	X	X
Part 5 - Confidentiality and Disclosure of Information					
77. Exceptions to access rights	X	X	X	X	X
78. Disclosure with consent	X	X	X	X	X
79. Disclosure without consent	X	X	X	X	X
80. Accuracy, protection and retention of information	X	X	X	X	X
Part 6 - Appeals and Reviews					

	11	12	13	14	15
84. Request for review		X	X	X	X
86. Outcome of review		X	X	X	X
89. Review by Information and Privacy Commissioner		X	X	X	X
Part 7 - Administration					
93. (1) (a)		X	X	X	X
93. (1) (b)		X	X	X	X
93. (1) (c)		X	X	X	X
93. (1) (d)		X	X	X	X
93. (1) (e)		X	X	X	X
93. (1)(f) i		X	X	X	X
93. (1)(f) ii				X	X
93. (1)(g)	X	X	X	X	X
93. (2)(a)		X	X	X	X
93. (2)(b)		X	X	X	X
93. (3)		X	X	X	X
84. Agreements with caregivers		X	X	X	X
86. Director's right to information		X	X	X	X
Part 8 - Miscellaneous Provisions					
97. Maintenance agreements and orders		X	X	X	X
98. Restraining orders		X	X	X	X

* Delegation also includes section 23 and 29 of the *Family Relations Act*.

Delegation categories (aboriginal delegates)

- | | | |
|-----|--------------------------------------|----------------------|
| #11 | Student social worker | |
| #12 | Resource social worker | |
| | Supervisor of resource social worker | |
| #13 | Social worker (Partial delegation) | |
| | Supervisor of agency | (Partial delegation) |
| | Executive Director of agency | (Partial delegation) |
| #14 | New protection social worker | (Partial delegation) |
| #15 | Protection social worker | (Full delegation) |
| | Supervisor of agency | (Full delegation) |
| | Executive Director of agency | (Full delegation) |

Schedule "C"

(Attach Joint Child and Family Management Committee terms and rules)

**Terms of Reference for the
Joint Management Committee**

September 30, 1997

1. Purpose

The Purpose of the Joint Management Committee is:

- to provide a structure within which the parties can review and discuss policy and services issues related to the Nisga'a Child and Family Services and the delegation of authority under the legislation Bill 46;
- to provide a forum for joint problem-solving;
- to provide a means by which parties can express concerns, put forward recommendations and, in general, participate in the policy and services development process of NCFS.

2. Beliefs

Two beliefs are underlining the activities of the Committee:

- that a structural partnership between the village governments and the NCFS is the most effective and efficient way to achieve the objectives of all parties in the policy and services review process;
- and, that the scope and content of discussions will relate solely to policy and service matters arising from the DEA.

3. Membership

Membership on the Joint management committee will include:

- one designate from each of the Four Village Governments
- one designate from the Ministry for Children and Families
- one designate from the Department of Indian Affairs and Northern Development.

4. Chair

The Committee will select a chair from the members.

5. Scope

Agenda items will relate to policy and service issues arising from the DEA. The chair will be responsible for developing the agenda for each meeting and managing the work of the committee. Any member may

submit a proposed agenda item to the chair for inclusion at the scheduled meeting. The chair will determine if the item falls within the terms of reference of the committee before including them on the agenda. If an item is not considered appropriate for the agenda, the chair will advise the person who submitted the item, giving reasons for the decision.

6. Submission of agenda items

Agenda items identified at the previous meeting that were not dealt with, will become part of the next agenda. Additional agenda items may be submitted at least two weeks in advance of a scheduled meeting to:

Program Director
Nisga'a Child and Family Services
Nisga'a Tribal Council
P.O. Box 231, New Aiyansh, B.C.
VOJ 1A0

7. Funding and Administration Support

Funding for the meeting and administration support related to the activities of the committee will be provided by the NCFS reimbursed to the Village Governments. The Ministry for Children and Families and Department of Indian Affairs and Northern Development will be responsible for funding their members.

8. Duration

The Joint Management Committee will hold quarterly meetings, and Bimonthly until the terms of reference are completed.

9. Evaluation

The Chair will lead a yearly evaluation of the meetings. The purpose of the evaluation is to decide whether the committee is functional. The terms of reference will be reviewed. If the members decide that the committee should continue, recommendations are made for the next years meetings.

Appendix "A"

FISCAL YEAR: 1997-1998

Recipient: NISGA'A TRIBAL COUNCIL

CFA - Arrangement Number: 2166-01

CERT. # 2156

RCM 920

PROGRAM BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN

PART F

Activity	Auth	VCC	BC	PV	TOTAL	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	POOL
S operations Family Support Services	J FTP	347	2208	20221	463,289	116,822			116,822			116,822			116,822			
TOTAL - ALL PAGES					463,289	116,822			116,822			116,822			116,822			

Certified in accordance with section 34 of the Financial Administration Act that the amount to be paid is correct, is in accordance with appropriate Statute or other authority for payment, and recipient has met conditions for payment.

Date:

Recipient Signature:

Date:

Departmental Signing Authority:

Note: this is a copy of Part F of the Nisga'a Tribal Council Comprehensive Funding Arrangement which is to be signed by NTC and Canada for Child and Family Services Operations in fiscal year 1997-98. The figures represent 12 months of operation costs and they will be (a) amended subject to confirmation of the number of "other" status children aged 0-18 who are resident on reserve at December 31, 1996 and (b) prorated to the date of start of operations.

FISCAL YEAR: 1997-1998
 COMMIT. CERT. # 2156 RCM: 920
 Amendment #: 01

Recipient: NISGA'A TRIBAL COUNCIL
 PROGRAM BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN

CFA - Arrangement Number: 2156-01
 PART F

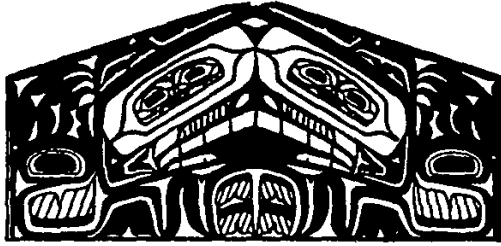
Activity	Authority	VCC	Service	PN	TOTAL	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	POOL
CFS operations Family Support Services 3 FTP		347	2208	20221	208,618		208,618											
TOTALS					\$208,618		208,618											

Note: this is a copy of the Notice Of Budget Adjustment to the NTC for Start Up funding of Nisga'a Child and Family Services.

Certified in accordance with section 34 of the Financial Administration Act that the amount to be paid is correct, in accordance with appropriate Statute or other authority for payment, and recipient has met conditions for payment.

Note: These amounts are based on the registered child population of 655 as documented on December 31, 1996. The future years' funding will be adjusted annually based upon the registered child population at December 31 of each year thereafter.

Delegated Spending Authority _____ Date _____



Gitlakdamix Council

NEW AIYANSH ADMINISTRATION BUILDING
P.O. BOX 233, NEW AIYANSH, B.C. V0J 1A0
PHONE 633-2215
FAX 633-2271

DATE: 02 05 1997
DAY MONTH YEAR

CHRONOLOGICAL NUMBER: 1997/98 1st 04
FISCAL YEAR QUARTER NUMBER


DO HEREBY RESOLVE:

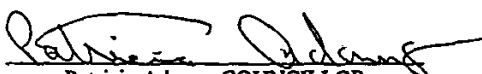
Whereas the Gitlakdamix Band has reviewed and accepts the attached agreement between the Nisga'a Tribal Council, the Director, Child, Family and Community Service Act, and the Department of Indian Affairs & Northern Development. Accordingly, the Gitlakdamix Band hereby requests that the Department of Indian Affairs and Northern Development provide fiscal resources, in accordance with the attached agreement, to the Nisga'a Tribal Council for the start-up and operations of its Nisga'a Child and Family program.

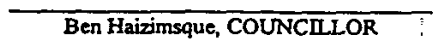
Quorum for this Band Council consists of Five (5)


Reginald Percival, CHIEF COUNCILLOR



Eva Clayton,
DEPUTY CHIEF COUNCILLOR



Leonard Guno, COUNCILLOR

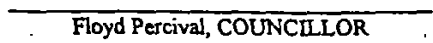

Patricia Adams, COUNCILLOR

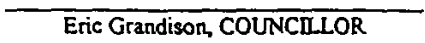

Ben Haizimsque, COUNCILLOR


Kathleen Clayton, COUNCILLOR

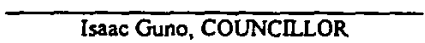

Claude Morven, COUNCILLOR


Keith Clayton, COUNCILLOR


Floyd Percival, COUNCILLOR


Eric Grandison, COUNCILLOR


Gerald Robinson, COUNCILLOR


Isaac Guno, COUNCILLOR


Brian Tait, COUNCILLOR

GITWINKSIHLKW VILLAGE GOVERNMENT RESOLUTION

No. _____

File : 100.5

Whereas the Village and People of Gitwinksihlkw are governed locally by the Gitwinksihlkw Village Government,

And whereas the Gitwinksihlkw Village is a member community of the Nisga'a Tribal Council,

And whereas the Nisga'a Tribal Council is currently operating the Nisga'a Child and Family Services,

And whereas the Gitwinksihlkw Village Government has reviewed and accepted the Delegation Enabling Agreement between the Nisga'a Tribal Council, Canada, and British Columbia,

Therefore be it resolved that the Gitwinksihlkw Village Government formally requests that the Department of Indian Affairs and Northern Development fund the Nisga'a Tribal Council for the start-up and operations of the Nisga'a Child and Family Service.

The Date of this Resolution is April 1, 1997.

A quorum for the Gitwinksihlkw Village Government is represented by three signatures of the Executive Members listed below.



Chief Perry L. Azak

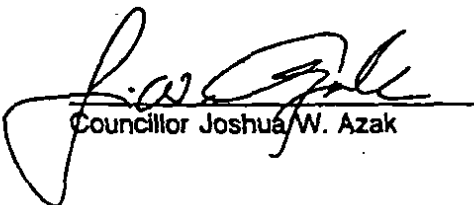


Deputy Chief Ron T. Nyce

Councillor Julia S. Adams



Councillor Bert C. Azak



Councillor Joshua W. Azak

LAKALZAP BAND COUNCIL

Greenville, S.C. V03 1AU

RESOLUTION

C.R. No. and Title

Date April 18/97.

NISGA'A CHILD & FAMILY SERVICES AGREEMENT.

pursuant to Motion No. 041897-6

Whereas: Laxgalts'ap Village Government has reviewed and accepts the Nisga'a Child and Family Services Agreement between the Nisga'a Tribal Council, The Director of Child, Family and Community Services Act, and the Department of Indian Affairs, and

Therefore Be It Resolved, that Laxgalts'ap Village Government hereby requests that the Department of Indian Affairs provide fiscal resources, in accordance with the said agreement, to the Nisga'a Tribal Council for start-up and operations of its Nisga'a Child and Family program.

Quorum of this
council consists

of 08

CHIEF COUNCILLOR

Harold M. Stevens

DEPUTY CHIEF
COUNCILLOR

Harold E. Stevens
COUNCILLOR

Raeon Cross
COUNCILLOR

W. L. ...
COUNCILLOR

W. ...

Jim Moore

COUNCILLOR

Michael ...
COUNCILLOR

Sherry Small
COUNCILLOR

James ...

GINGOLX VILLAGE GOVERNMENT RESOLUTION

NO. _____

File: _____

WHEREAS: the Village and People of Gingolx are governed locally by the Gingolx Village Government,

AND WHEREAS: the Gingolx Village is a member community of the Nisga'a Tribal Council

AND WHEREAS: the Nisga'a Tribal council is currently operating the Nisga'a Child and Family Services,

AND WHEREAS: the Gingolx Village Government has reviewed and accepted and Delegation Enabling Agreement between the Nisga'a Tribal Council, Canada, and British Colombia,

THEREFORE BE IT RESOLVED: that the Gingolx Village Government formally requests that the Department of Indian Affairs and Northern Development fund the Nisga'a Tribal Council for the start-up and operations of the Nisga'a Child and Family Service.

The Date of this Resolution is May 2, 1997.

A quorum for the Gingolx Village Government is represented by seven signatures of the Executive Members listed below.

Stuart Woola
Chief Councillor

Peter J.K.
Deputy Chief Councillor

James Tave
Councillor

Diamond R. Barton
Councillor

George Nelson Sr.
Councillor

Ernest
Councillor

Ray Oak
Councillor

William
Councillor

Larry Angus
Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is dated MAY 1 1 2000 .

AMONG:

NISGA'A NATION, as represented by the Nisga'a Lisims Government
Executive

(the "Nisga'a Nation")

OF THE FIRST PART

AND:

DIRECTOR, designated as such by the Minister For Children and Families
pursuant to section 91 of the *Child, Family and Community Service Act*, R.S.B.C.
1996, c. 46

(the "Director")

OF THE SECOND PART

AND:

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

("Canada")

OF THE THIRD PART

WHEREAS:

- A. The Nisga'a Tribal Council (the "NTC"), the Director and Canada entered into an agreement dated May 5, 1997 to provide child and family services to the NTC (the "Original Agreement");
- B. Pursuant to the Nisga'a Treaty, the Nisga'a Nation is the successor to the NTC;
- C. Canada, Her Majesty The Queen In Right of British Columbia and the Nisga'a Nation have entered into the "Nisga'a Nation Fiscal Financing Agreement" (the "FFA") so entitled and dated MAY 1 1 2000 as provided by the Nisga'a Treaty; and
- D. The parties wish to amend the Original Agreement to give effect to the provisions of the

FFA on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the premises and the covenants and agreements set out below, the parties agree as follows:

DEFINITIONS

1.01 The definitions in the Original Agreement and the FFA will apply to this Amending Agreement and its recitals, unless the context requires otherwise.

AMENDMENTS

2.01 The parties agree to title the Original Agreement the "Nisga'a Child and Family Services Agreement".

2.02 Effective MAY 11 2000, the parties agree to amend the Original Agreement and its recitals as follows:

- (a) by replacing the letters "NTC" wherever they occur with the words "Nisga'a Nation" except in paragraph 1.1 (o);
- (b) by replacing the words "a reserve" wherever they occur with the words "Nisga'a Lands";
- (c) by replacing the words "Nisga'a bands" wherever they occur with the words "Nisga'a Villages";
- (d) section 1.1 is amended as follows:
 - i) subsection a) is amended by deleting "Schedule B" and substituting "Schedule A";
 - ii) subsection b) is amended by deleting ", but does not include Appendix A";
 - iii) subsection j) is deleted and the following is substituted:

"Nisga'a Villages" means the villages of New Aiyansh, Gitwinksihlkw, Laxgalt'sap and Gingolx;
 - iv) subsection k) is deleted and the following is substituted:

"k) "Fiscal Financing Agreement" means the agreement made by Canada, Her Majesty The Queen In Right of British Columbia and the Nisga'a Nation entitled "Nisga'a Nation Fiscal Financing Agreement" and dated MAY 11 2000";

- v) subsections o) and r) are deleted; and
- vi) the section is amended by appropriate reordering of the subsections;
- (e) Schedule "A" and Appendix "A" are deleted and the subsequent Schedules are relettered "A" and "B" respectively;
- (f) section 5.8 is amended by deleting "Canada" and starting the sentence with "The Director and the NTC...";
- (g) article 10.0 is amended as follows:
 - i) subsection 10.1 is amended by adding the following at the end of the paragraph:

"The DIAND representative will participate on the committee up to the effective date of the Nisga'a Treaty.";
 - ii) subsection 10.3 is amended by deleting "Schedule 'C'" and substituting "Schedule B"; and
 - iii) subsection 10.4 (a) (i) is deleted and the subsequent subsections are renumbered (i), (ii) and (iii), respectively;
- (h) section 14.1 is deleted and the following is substituted:

"Canada and the NTC agree that Canada will provide the NTC with funding in accordance with the Fiscal Financing Agreement."; and
- (i) article 16.0 is amended as follows:
 - i) section 16.1 is deleted and the following is substituted:

"Subject to sections 16.2 to 16.4, this Agreement will remain in effect:

 - (1) for five years from the commencement date; or
 - (2) if the effective date of the Fiscal Financing Agreement occurs within the time period set out in subsection 16.1(a), until the Fiscal Financing Agreement ends;

unless the Parties otherwise agree."; and
 - ii) section 16.5 is added as follows:

"16.5 This Agreement will be terminated if Canada does not

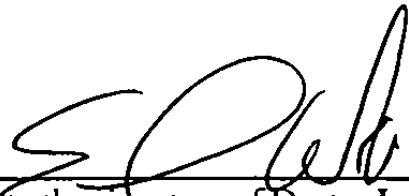
provide funding pursuant to section 14.1."

MISCELLANEOUS

3.01 The provisions of the Original Agreement, as amended by this Amending Agreement, are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF the parties to this Amending Agreement have executed this Amending Agreement the day and year first above written.

SIGNED on behalf of the Nisga'a Nation as)
represented by the Nisga'a Lisims)
Government Executive, by a duly authorized)
representative in the presence of:)

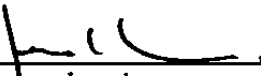


As to the signature of Doctor Joseph Gosnell)



Doctor Joseph Gosnell)

SIGNED by the Director, *Child, Family and*)
Community Service Act in the presence of:)



As to the signature of the Director,)
Child, Family and Community Services Act)



Director, *Child, Family and Community*)
Services Act)

Schedule G

Nisga'a Nation Own Source Revenue Agreement