

**łuk<sup>w</sup>aa?ath COMMUNITY AGREEMENT**

This Agreement effective as of December 19, 2024.

**BETWEEN:**

**Toquaht Nation**

as represented by the Executive of the Toquaht Nation Government;

(hereinafter referred to as the "TNG")

**AND:**

The Provincial **Director of Child Welfare** designated by the Minister of Children and Family Development pursuant to section 91 of the CFCSA.

("Designated Director")

(referred to collectively as the "Parties")

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**WHEREAS Statements:**

- A. Toquaht Nation is a Modern Treaty Nation and has informed the Ministry that for the purposes of section 12 of the Federal Act the Toquaht Nation Government Executive is the Indigenous Governing Body acting on behalf of Toquaht people.
- B. The Shared Priorities Framework, signed in March 2022 between British Columbia and the members of the Alliance of BC Modern Treaty Nations, renews a commitment to timely, effective and appropriately resourced implementation of modern treaties.
- C. In 2015, the Truth and Reconciliation Commission of Canada ("TRC") 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* (the "UN Declaration").
- D. The Canadian Human Rights Tribunal's decision in *First Nations Child and Family Caring Society v. Attorney General of Canada*, 2016 CHRT 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.
- E. In 2017, the Province committed to implementing the TRC Calls to Action and the UN Declaration.
- F. In 2019, the Province enacted the *Declaration on the Rights of Indigenous Peoples Act* (the "Declaration Act"). The federal *United Nations Declaration on the Rights of Indigenous Peoples Act* (the "UN Declaration Act") came into force in 2021.
- G. In 2020, the Federal Act came into force, stating that the inherent right of self-government, recognized and affirmed by section 35 of the *Constitution Act, 1982*, includes jurisdiction in relation to child and family services without geographic limitation.
- H. The Province, in consultation and cooperation with Indigenous peoples, has amended the *Child, Family and Community Service Act* (CFCSA) to recognize the jurisdiction of First Nations in relation to child and family services.
- I. The amendments to the CFCSA reflect progress toward the implementation of the Federal Act, the Declaration Act and the UN Declaration Act.
- J. The Parties acknowledge that further amendments to modern treaties will be required to transform child and family services for Modern Treaty Nation children, particularly as the

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jurisdiction of Modern Treaty Nations set out in treaties in respect of child protection services is limited to families on Treaty Lands.

- K. Modern treaties provide a foundation for reconciliation and establish government-to-government relationships based on mutual respect and established section 35 rights.
- L. Through discussion among Canada, the Province, and the Modern Treaty Nations, it is clear that all seek to align ongoing and evolving treaty relationships with the UN Declaration.
- M. The Province has entered into a Protocol with Modern Treaty Nations, including TNG, to further progress towards the exercise of jurisdiction in relation to child and family services by Modern Treaty Nations on an equal footing with other Indigenous peoples exercising jurisdiction in accordance with the framework of the Federal Act. One of the purposes of the Protocol is to set out a commitment to work together to identify and implement interim and long-term solutions related to the exercise of Modern Treaty Nations' jurisdiction in relation to their children and families. The Protocol accordingly contemplates treaty amendments in support of furthering the exercise of jurisdiction in respect of child and family services.
- N. Toquaht envisions a healthy community where its citizens can meet their social and spiritual needs and supports them to do so by providing high quality programs and services. Furthermore, Toquaht children and families have been identified as a priority within the Toquaht Nation strategic plan and this agreement will support the goal of fostering community well-being.

**Toquaht Declaration of Toquaht Identity and Territorial Existence**

We, the people of the Toquaht, by our Constitution, declare our unique identity as a Nation and claim our rightful place in Canadian society.

We have existed from time immemorial and have occupied and used the lands, waters, and resources of our traditional territory, as set out in our Constitution, throughout history.

We draw our identity from our relationship to our lands and from our rich heritage, culture, language and our stories, myths, and oral traditions.

We honour our ancestors and our elders and commit ourselves to the values that they preserved for us, values that provide us dignity and enhance our humanity.

As self-determining peoples, we accept the responsibilities inherent in governing ourselves and seek, with the assistance of Naas (the Creator) to govern with wisdom and respect for all people.

Through the act of governing, we assume the power to preserve our natural world and enhance our identity.

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**NOW THEREFORE** in consideration of the exchange of mutual promises and commitments set out in this Agreement, the Parties hereby agree with each other 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 unless otherwise defined in this Agreement.

1.2 In this Agreement:

**"Agreement"** means this łukʷaaʔaḥ s.92.1 Community Agreement;

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

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

**"Citizen(s)"** means an individual who is, or is entitled to be, a citizen of the Toquaht Nation in accordance with the *Toquaht Nation Government Citizenship Act*, TNS 10/2011, September 16, 2015;

**"Collaborative Planning and Decision-Making Process"** means a collaborative planning and decision-making process to resolve an issue or plan of care of a łukʷaaʔaḥ child 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 Toquaht Nation's Community Designate or Alternate Community Designate listed in Appendix A;

**"Continuing Custody Order"** means a continuing custody 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 a child's ability to be integrated into, maintain, and preserve their cultural identity as łukʷaaʔaḥ including being meaningfully connected to family, practicing cultural traditions, language, and ceremonies, and learning about their unique worldview and heritage. Cultural Continuity ensures the capacity to safeguard a child's historical cultural customs and practices and that they can pass them on to future generations. The Cultural Continuity and best interests of the łukʷaaʔaḥ child are promoted when the child resides with members of their family and the culture to which they belong is respected;

**"Day"** means any calendar day inclusive of Saturday, Sunday, National Indigenous Day, and any statutory holiday observed in British Columbia;

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**“Director”** means a person designated by the minister under section 91, 91.1 or 91.2;

**“Dispute Resolution Process”** means the process outlined in Appendix D;

**“Extended Family Plan Agreement”** means an Extended Family Plan agreement under section 8 of the CFCSA;

**“Family”** includes a person whom a child considers to be a close relative or whom the łukʷaaʔath, considers, in accordance with the customs, traditions or customary adoption practices of łukʷaaʔath to be a close relative of the child. A Toquaht family means one or both parents or guardians living together with one or more children where: a) at least one of the parents or guardians is a Toquaht Nation Citizen or b) at least one of the Children is a Toquaht Nation child;

**“Family Development Response”** means an assessment of a family conducted under s. 16 (2) (b.1) of the CFCSA to determine whether it is necessary to provide a family with services to support the family to care for the child and make the family safe for a łukʷaaʔath Child;

**“Federal Act”** means *An Act respecting First Nations, Inuit and Métis children, youth and families*, S.C. 2019, c. 24;

**“Health Care Order”** means an order under s. 29 of the CFCSA;

**“Independent Living Agreement”** means a plan developed to support a łukʷaaʔath Youth in care to live independently and transition to adulthood;

**“Indigenous Governing Body”** means an entity that is authorized to act on behalf of Indigenous peoples that hold rights recognized and affirmed by section 35 of the Constitution Act, 1982;

**“Investigation”** means an investigation under s. 16(2)(c) of the CFCSA to determine if a łukʷaaʔath child or youth needs protection;

**“Less Disruptive Measure”** means a measure, other than a removal, to protect a łukʷaaʔath Child, such as support and prevention services, voluntary agreements, supervision orders, out-of-care options, health care orders, and protective intervention orders;

**“Ministry”** means the ministry responsible for the CFCSA;

**“Placement”** refers to if a Director removes a łukʷaaʔath Child or brings a łukʷaaʔath Child into care under a Voluntary Care Agreement or Special Needs Agreement, and places the child in an out-of-home living arrangement under s. 71 of the CFCSA, and includes an out-of-care placement;

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**"Protection Services"** means the Director has determined that there are reasonable grounds to believe that a łuk'aaʔath Child needs protection and that services or intervention are needed to keep the child safe;

**"Province"** means the Province of British Columbia;

**"Report"** means a report under s. 14 of the CFCSA that a person has reason to believe that a child needs protection under s. 13 of the CFCSA;

**"Special Needs Agreement"** means a special needs agreement under s. 7 of the CFCSA;

**"Supervision Order"** means an order under the CFCSA requiring a director to supervise a child's care, and includes any extension of or change to that order;

**"Support Agreement"** means an agreement under s. 5 of the CFCSA;

**"łatneʔis or łaheʔis"** means children or child respectively;

**"łuk'aaʔath łaheʔis"** means a łuk'aaʔath person who is defined as a Citizen under the age of 19 years;

**"łuk'aaʔath Child or Youth in Care"** means a łuk'aaʔath Child or łuk'aaʔath 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;

**"łuk'aaʔath Youth"** means a łuk'aaʔath łaheʔis who is defined in subsections 1(1) and 12.2(9) of the CFCSA;

**"Voluntary Care Agreement"** means a voluntary care agreement under s. 6 of the CFCSA.

**"Youth Agreement"** means an agreement under s. 12.2 of the CFCSA;

- 1.3 All words in the singular in this Agreement include the plural, and words in the plural include the Asingular, unless context otherwise requires.

## 2.0 PURPOSE

- 2.1 The purpose of this Agreement is to outline the roles, responsibilities, information sharing, and operational procedures between Community Designates and Directors to ensure meaningful consultation and cooperation in all matters involving planning and decision-making for łuk'aaʔath łatneʔis and their families under s. 92.1(2) of the CFCSA.
- 2.2 This Agreement is to be interpreted in accordance with:

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- (a) łuk<sup>w</sup>aaʔath practices, customs and traditions in caring for łuk<sup>w</sup>aaʔath ʔatneʔis and their families;
- (b) the Federal Act including, but not limited to:
  - i. best interests of the ʔatneʔis,
  - ii. cultural continuity,
  - iii. substantive equality, and
  - iv. priority on prevention, placement, attachment, and emotional ties to łuk<sup>w</sup>aaʔath families; and,
- (c) the CFCSA.

### 3.0 GUIDING PRINCIPLES

- 3.1 The Parties recognize that the successful implementation of this Agreement will require timely, creative, and disciplined efforts on behalf of the Parties.
- 3.2 The Parties recognize the importance of considering and applying the following principles when planning and delivering services for łuk<sup>w</sup>aaʔath ʔatneʔis and their families:
  - (a) “ʔiisaak”, which means greater respect. Personal and collective respect for the community and its people, traditional knowledge, the natural world, the metaphysical world and other peoples and communities;
  - (b) “ʔuuʔaʔuk”, which means taking care of. In this context, this is about taking care of present and future generations as well as taking care of the resources provided by the land and the natural world;
  - (c) “hišuk ma ćawaak”, which means “everything is one”. A notion of the interconnected, interdependent, and reciprocal relationship between the people, the land, and the wider world(s) in a physical, spiritual, and social sense;
  - (d) “q<sup>w</sup>aaʔaʔin ćawaak”, which means how we are one. It is an understanding of the family unit and how our relationships with one another are intertwined and one - what happens with one member of the family affects us all. It also speaks to the differences between colonial definitions of family and Toquaht’s definitions of family;
  - (e) “Nurturing the Child”, which means we support our children to grow with ʔaahuuupa (learning by example through lived experience). Children have the opportunity to learn and live our sacred teachings;
  - (f) łuk<sup>w</sup>aaʔath ʔatneʔis are Toquaht Nation’s most precious and important resource and must be supported in developing and preserving their identity to ensure Cultural Continuity;



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- (g) Decisions related to this Agreement regarding tuk'waa?ath taane?is should be made and implemented in a timely manner;
- (h) Truth-telling and information-sharing are crucial to making decisions that promote the safety and well-being of tuk'waa?ath taane?is and families;
- (i) The importance of bringing together families, and considering tuk'waa?ath laws, customs, practices and traditions to address issues and identify strengths related to the tuk'waa?ath taane?is and families;
- (j) Toquaht Nation's meaningful participation in planning and decision-making is fundamental for achieving solutions and best outcomes for tuk'waa?ath taane?is, families and communities;
- (k) All work with tuk'waa?ath taane?is and families must prioritize and apply prevention-based supports and use a trauma-informed approach;
- (l) Less Disruptive Measures to tuk'waa?ath taane?is and families must be prioritized, which includes making all reasonable efforts to have taane?is reside with their parents or a family member;
- (m) The impact of residential schools on all Indigenous taane?is, families and communities should be considered in the planning and delivery of services to tuk'waa?ath children, youth and families;
- (n) The stories and wisdom held by tuk'waa?ath Elders, knowledge keepers, and other advisors will be honoured and used in the traditional ways to assist with implementing the practices identified in this Agreement; and
- (o) The values of respect, inclusion, truth-telling, active listening, adaptability, accountability, and reconciliation are integral to successful dialogue and planning between the Parties.

### 4.0 IDENTIFYING A tuk'waa?ath taane?is

- 4.1 A Director and a Community Designate will prioritize the identification of a tuk'waa?ath taane?is.
- 4.2 When a Director receives a Report or a request for services that requires a protection response, the Director will seek information to identify whether the child and family are connected to Toquaht Nation.
- 4.3 If a Director has any information indicating that a taane?is or their family is connected to Toquaht Nation, the Director will:

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- (a) contact the Community Designate to seek their confirmation about whether the łaḥeʔis is a łukʷaaʔaḥ łaḥeʔis, and
- (b) provide any information that the Director has regarding the łaḥeʔis and family to the Community Designate.

4.4 If the Toquaht Nation is concerned that a Director has not identified a child or family as connected to Toquaht Nation, the Community Designate will contact the Director to confirm that the łaḥeʔis is a łukʷaaʔaḥ łaḥeʔis.

4.5 If the Community Designate confirms that the łaḥeʔis is a łukʷaaʔaḥ łaḥeʔis, then this Agreement applies.

### 5.0 COMMUNITY DESIGNATES

5.1 The Toquaht Nation Executive will appoint the initial Community Designate and an Alternate Community Designate by resolution, which will form Appendix A.

5.2 If the Toquaht Nation Executive changes the appointment of a Community Designate (or Alternate Community Designate) or contact information for a Community Designate (or Alternate Community Designate) change, the Toquaht Nation Executive will promptly provide a revised resolution (Appendix A) to the Designated Director to confirm the changes.

5.3 As soon as reasonably practicable, upon receipt of a revised Appendix A under s. 5.2, the Designated Director will acknowledge receipt in writing to the Toquaht Nation Executive and will replace the previous Appendix A and the amended Appendix A will come into effect on that date.

### 6.0 NOTICE OF SIGNIFICANT MEASURES UNDER THE FEDERAL ACT

6.1 The Parties acknowledge that:

- (a) łukʷaaʔaḥ have authorized the Toquaht Nation Executive as Toquaht Nation's Indigenous Governing Body (IGB) for the purpose of receiving notice of significant measures under s. 12 of the Federal Act; and
- (b) Directors will notify a Community Designate of significant measures in addition to the consultation and cooperation under this Agreement.

### 7.0 CONSULTATION & COOPERATION

7.1 The Parties agree that the provision of information under this Agreement is to enable the meaningful consultation and cooperation in planning and decision-making involving łukʷaaʔaḥ łaḥeʔis and their families.

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- 7.2 The Parties further agree that consultation and cooperation will occur through a variety of processes, including:
- (a) planning meetings;
  - (b) developing plans and agreements;
  - (c) Collaborative Planning Decision Making Processes;
  - (d) assessments and investigations; and
  - (e) discussions and updates
- 7.3 The parties agree that:
- (a) decisions and plans relating to łanełis should be made and implemented in a timely manner; and
  - (b) communication between Directors and Community Designates should be prompt and responsive to avoid delays in decision making and planning.
- 7.4 A Director will invite the Community Designate to participate in any meetings or Collaborative Planning and Decision-Making Process respecting a łanełis. If the Community Designate is unable to attend a Collaborative Planning and Decision-Making Process, then the Community Designate will provide input to the Director which the Director will share at the Collaborative Planning and Decision-Making Process .
- 7.5 A Director will coordinate with the Community Designate to attend any home visits, meetings or Collaborative Planning and Decision Making Process, to support sections 8 to 14, inclusive, of this Agreement.
- 7.6 Unless the health and safety of a łuk'waałath łanełis is in immediate danger, the Director will prioritize prevention and support services and make reasonable efforts to have the łanełis reside with one of their parents prior to considering an alternate care arrangement for a łuk'waałath łanełis, including taking the following actions:
- (a) consult and cooperate with the Community Designate about the availability of Less Disruptive Measures; and
  - (b) if the Community Designate provides input regarding a Less Disruptive Measure that the Director agrees, is in the best interests of a łuk'waałath łanełis, the Director will:
    - (i) invite the Community Designate to propose the Less Disruptive Measure to the parent; and
    - (ii) support the Less Disruptive Measure.
- 7.7 If a Director has removed a łuk'waałath łanełis, the Director will consult and cooperate, on a continual basis, with the Community Designate about the availability of Less Disruptive Measures to enable the Director to end the Director's care or custody of the łuk'waałath łanełis as soon as possible.

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7.8 Sections 8 - 14, inclusive, outline the specific consultation and cooperation requirements for:

- (a) Family Development Responses 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.

7.9 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 listed in Appendix A.

7.10 If the Alternate Community Designate does not acknowledge receipt within 24 hours of the Director's notification under section 7.9, the Director may proceed with the intended measure, plan, decision, or meeting.

## 8.0 FAMILY DEVELOPMENT RESPONSES AND INVESTIGATIONS

8.1 When a Director screens in a Report respecting a łuk'waa?ath łane?is as requiring a Family Development Response or Investigation then:

- (a) Within 24 hours prior to responding to the report, the Director will inform the Community Designate of the decision to conduct a Family Development Response or Investigation; and
- (b) Unless a łuk'waa?ath łane?is or łuk'waa?ath Youth's health or safety is in immediate danger, prior to contacting a łuk'waa?ath łane?is, łuk'waa?ath Youth and/or family, or a Collateral, as part of a Family Development Response or Investigation, a Director will consult and cooperate with the 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 łuk'waa?ath łane?is, and/or their family, or a Collateral, as part of a Family Development Response or Investigation unless:

- (a) a łuk'waa?ath łane?is and/or their family, or a Collateral, has indicated that the person will not provide information with the Community Designate present, in which case the Director will consult with the Community Designate via a separate call or meeting, prior to meeting with the łuk'waa?ath łane?is and/or family, or the Collateral, and will include the Community Designate's input in the meeting, or
- (b) the Community Designate has informed the Director that the Director does not need to invite the Community Designate to attend.

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- 8.3 If, after the first significant involvement with a ᑕᑭᑦᑎᑦᑎᑦᑎᑦᑎᑦ 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 Protection Services are needed to keep a ᑕᑭᑦᑎᑦᑎᑦᑎᑦᑎᑦ ᑕᑦᑎᑦᑎᑦᑎᑦ safe, a Director will consult and cooperate with the Community Designate.
- 8.5 If a Director determines that initial Protection Services are needed to keep a ᑕᑭᑦᑎᑦᑎᑦᑎᑦᑎᑦ ᑕᑦᑎᑦᑎᑦᑎᑦ 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;
  - (c) collaborate with the Community Designate on identifying Less Disruptive Measures or other supports, services and referrals which may assist the family and/or make the family safe for the ᑕᑭᑦᑎᑦᑎᑦᑎᑦᑎᑦ ᑕᑦᑎᑦᑎᑦᑎᑦ; and
  - (d) if the Community Designate is unable to attend a meeting, consult and cooperate with the Community Designate respecting the development of 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 ᑕᑭᑦᑎᑦᑎᑦᑎᑦᑎᑦ ᑕᑦᑎᑦᑎᑦᑎᑦ 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, 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, a Director will provide a timely update to the Community Designate unless the Community Designate has informed the Director that the Director does not need to do so.

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**9.0 AGREEMENTS AS LESS DISRUPTIVE MEASURES**

**Support Agreements**

- 9.1 Prior to entering into or renewing a Support Services Agreement respecting a tuk'waa?ath ta'ne?is, a Director will consult and cooperate with the Community Designate on whether the Support Services Agreement is in the ta'ne?is' best interests.
- 9.2 If a Director is considering a Support Agreement as a Less Disruptive Measure for a tuk'waa?ath ta'ne?is, the Director will:
- (a) ask the parent if they agree to add TNG as a party to the agreement and if the parent agrees;
  - (b) contact the Community Designate to determine if TNG is willing and able to be a party to the agreement. If yes, TNG will be added as a party to the Support Agreement;
  - (c) if the parent does not agree to, or is unsure of, adding TNG as a party to the Support Agreement, then:
    - (i) the Director will ask the parent if the parent agrees to speaking with the Community Designate about how TNG 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 on the agreement prior to the Director signing the agreement.

**Extended Family Plan Agreements**

- 9.3 Prior to entering into or renewing an Extended Family Plan Agreement respecting a tuk'waa?ath ta'ne?is, a Director will consult and cooperate with the Community Designate on whether the Extended Family Plan Agreement is in the ta'ne?is' best interests.
- 9.4 If a Director is considering entering into an Extended Family Plan Agreement as a Less Disruptive Measure for a tuk'waa?ath ta'ne?is the Director will:
- (a) ask the parent and care provider if they agree to add TNG as a party to the agreement and, if they agree;
  - (b) contact the Community Designate to determine if TNG is willing and able to be a party to the agreement. If yes, add TNG as a party to the Extended Family Plan Agreement;
  - (c) if the parent or care provider does not agree to, or is unsure of, adding TNG as a party to the Extended Family Plan Agreement, then:

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- (i) the Director will ask the parent and care provider if they agree to speaking with the Community Designate about how TNG 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 on the agreement prior to the Director signing the agreement.

### Voluntary Care Agreements and Special Needs Agreements

- 9.5 Prior to entering into, or renewing, a Voluntary Care Agreement or Special Needs Agreement respecting a tuk'waa?ath ta'ne?is, a Director will consult and cooperate with the Community Designate on whether the Voluntary Care Agreement or Special Needs Agreement is in the ta'ne?is' best interests.
- 9.6 If a Director is considering entering into, or renewing a Voluntary Care Agreement, or a Special Needs Agreement, as a Less Disruptive Measure for a tuk'waa?ath ta'ne?is, the Director will:
- (a) consult and cooperate with the Community Designate regarding whether the Voluntary Care Agreement or Special Needs Agreement is in the tuk'waa?ath ta'ne?is best interests;
  - (b) If the Community Designate is supportive of the Voluntary Care Agreement or Special Needs Agreement and wants TNG to be a party to a Voluntary Care Agreement or Special Needs Agreement, the Director will:
    - (i) ask the parent if the parent agrees to add TNG as a party, and if the parent agrees;
    - (ii) contact the Community Designate to determine if TNG is willing and able to be a party to the agreement. If yes; add TNG as a party to the Voluntary Care Agreement or Special Needs Agreement;
    - (iii) if the parent does not agree to add TNG as a party, ask the parent if the parent agrees to speaking with the Community Designate about how TNG may be able to support the family and, if the parent agrees, provide the parent's contact information to the Community Designate; and
    - (iv) if the parent continue to disagree, explain to the parent that the Director will consult and cooperate with the Community Designate on the agreement prior to the Director signing the agreement.
- 9.7 If TNG is not a party to a Voluntary Care Agreement or Special Needs Agreement respecting a tuk'waa?ath ta'ne?is, the Director will explain to the family who entered into the Voluntary Care

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Agreement or Special Needs Agreement and to the tane?is, according to the tane?is' abilities, that:

- (a) the Director has an obligation to uphold a tuk'waa?ath tane?is rights;
- (b) the tane?is has a right to receive guidance, encouragement and support to ensure their Cultural Continuity;
- (c) the Director will consult and cooperate with the Community Designate about how to provide the guidance, encouragement and support noted above;
- (d) the Director will ask the parent who is a party to the Voluntary Care Agreement or Special Needs Agreement, if the parent agrees with the Director inviting the Community Designate to attend the Care Plan meeting;
- (e) if the parent agrees, the Director will invite the Community Designate to attend the Care Plan meeting, and
- (f) if the parent disagrees, the Director will consult with the Community Designate before the Care Plan meeting, and share the Community Designate's input at the meeting, and provide a timely update to the Community Designate following the meeting.

### Youth Agreements

- 9.8 Prior to entering into or renewing a Youth Agreement respecting a tuk'waa?ath tane?is, a Director will consult and cooperate with the Community Designate on whether the Youth Agreement is in the youth's best interests.
- 9.9 When developing a Youth Agreement, the Director will:
- (a) seek the tuk'waa?ath Youth's consent to include TNG as a party to the agreement;
  - (b) discuss with the tuk'waa?ath Youth the benefits and supports of including TNG in the agreement; and
  - (c) if the tuk'waa?ath Youth does not agree to add TNG as a party, ask the youth if the youth agrees to speaking with the Community Designate about how TNG may be able to support the youth and, if the youth agrees, provide the youth's contact information to the Community Designate.
- 9.10 If a tuk'waa?ath Youth does not agree to add TNG as a party to a Youth Agreement, the Director will explain to the youth that
- (a) the Child, Family and Community Service Regulation requires the plan for independence to contain information necessary to support the youth with Cultural Continuity; and



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- (b) the Director will consult and cooperate with the Community Designate on developing the plan for 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 łuk<sup>w</sup>aa?atł łane?is, the Director will:
- (a) consult and cooperate with the Community Designate on whether a Supervision Order or another Less Disruptive Measure is in the łuk<sup>w</sup>aa?atł łane?is best interests;
  - (b) consult and cooperate with the Community Designate respecting the terms and duration of the proposed Supervision Order; and
  - (c) if the Director agrees that another Less Disruptive Measure is in the łuk<sup>w</sup>aa?atł łane?is best interests, invite the Community Designate to propose the Less Disruptive Measure to the łuk<sup>w</sup>aa?atł łane?is and family.

**Protective intervention orders**

- 10.2 If a Director is considering applying for a protective intervention order as a Less Disruptive Measure to protect a łuk<sup>w</sup>aa?atł łane?is, the Director will:
- (a) consult and cooperate with the Community Designate on whether a protective intervention order or another Less Disruptive Measure is in the łuk<sup>w</sup>aa?atł łane?is' best interests; and
  - (b) if the Director agrees that another Less Disruptive Measure is in the łuk<sup>w</sup>aa?atł łane?is' best interests, invite the Community Designate to propose the Less Disruptive Measure to the łuk<sup>w</sup>aa?atł łane?is or family.

**Health Care Orders**

- 10.3 If a Director is considering applying for a Health Care Order as a Less Disruptive Measure to protect a łuk<sup>w</sup>aa?atł łane?is, the Director will:
- (a) consult and cooperate with the Community Designate on whether a Health Care Order or another Less Disruptive Measure is in the łuk<sup>w</sup>aa?atł łane?is' best interests; and
  - (b) if the Director agrees that another Less Disruptive Measure is in the łuk<sup>w</sup>aa?atł łane?is' best interests, invite the Community Designate to propose the Less Disruptive Measure to the łuk<sup>w</sup>aa?atł łane?is or family.

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### 11.0 COURT PLANS OF CARE FOR ŁUKʷAAʔAḤ ŁAḤEʔIS

- 11.1 When a Director is required under the CFCSA to present a Court Plan of Care, including an interim Plan of Care (form A), for a presentation or protection hearing for a łukʷaaʔaḥ łaḥeʔis, the Director will consult and cooperate with the Community Designate on the Court Plan of Care.
- 11.2 A Director will provide the Community Designate with:
- (a) a copy of an interim 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 protection 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 łukʷaaʔaḥ Child or Youth in Care, or to a łukʷaaʔaḥ łaḥeʔis 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 request consultation and cooperation with the Community Designate on the Director's response; and
  - (b) the Director will consult and cooperate with the Community Designate prior to the hearing.

### 13.0 PLACEMENTS

#### Placement decisions

- 13.1 Unless a łukʷaaʔaḥ łaḥeʔis' health or safety is in immediate danger, when an out-of-home Placement is required for a łukʷaaʔaḥ łaḥeʔis, the Director will consult and cooperate with the Community Designate to find a Placement in the following order of priority, to the extent that it is in the best interests of a łukʷaaʔaḥ łaḥeʔis:
- (a) With one of the parents of the łukʷaaʔaḥ łaḥeʔis;
  - (b) With another adult member of the łukʷaaʔaḥ łaḥeʔis' family;
  - (c) With another adult who is a Toquaht Citizen;
  - (d) With an adult who belongs to another Nuu-chah-nulth Nation or community; or
  - (e) With an adult who belongs to another Indigenous Nation or community; or
  - (f) With any other adult in accordance with section 71(2) of the CFCSA.
- 13.2 In consulting with the Community Designate on Placement decisions, the Director will

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- (a) seek information from the Community Designate regarding any customary care or custom adoption traditions specific to Toquaht Nation that the Director should consider when determining Placement, and
- (b) consult and cooperate with any customary care or custom adoption traditions identified by the Community Designate.

### Ongoing Re-assessments of Placements

- 13.3 If a Director does not place a łuk'waaʔath łaneʔis with a parent or family member, the Director will consult and cooperate with the Community Designate on a reassessment of the Placement decision, when:
- (a) reviewing the łaneʔis' 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 łuk'waaʔath łaneʔis' placement; or
  - (d) the Community Designate requests a reassessment.
- 13.4 When a Director reassesses a łuk'waaʔath łaneʔis' placement, the Director will consult and cooperate with the Community Designate to find a placement in accordance with the process in section 13.1 to 13.2.
- 13.5 If a Director must change a łuk'waaʔath łaneʔis' 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 to find a placement in accordance with the process in section 13.1 to 13.2.

### 14.0 CARE PLANS

- 14.1 During the development of a Care Plan, the Director will consult and cooperate with the Community Designate and, regarding Cultural Continuity, the Director will include the Community Designate's recommendations for the łuk'waaʔath łaneʔis.
- 14.2 When developing a Care Plan, the Director and the Community Designate will promote the łuk'waaʔath łaneʔis' attachment and emotional ties to their family, as well as their Cultural Continuity; including but not limited to, visitation and access.
- 14.3 The Director will involve the Community Designate, at the earliest stage possible, in planning for transition to adult-based and/or post-majority services for a łuk'waaʔath łaneʔis.
- 14.4 For łuk'waaʔath łaneʔis who is in care through a Continuing Custody Order, a Director will consult and cooperate with the Community Designate:

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- (a) prior to making a change in the permanency goal outlined in the Care Plan;
- (b) prior to requesting that a łuk<sup>w</sup>aa?atł łane?is' be placed for adoption;
- (c) prior to a decision respecting an Independent Living Agreement;
- (d) prior to changing the łuk<sup>w</sup>aa?atł łane?is's school; and
- (e) in preparation for a łuk<sup>w</sup>aa?atł łane?is leaving care.

- 14.5 When developing an Independent Living Agreement plan for a łuk<sup>w</sup>aa?atł Youth, the Director will consult and cooperate with the Community Designate in the planning and development of the agreement, including the Community Designate's recommendations into how to best support the łuk<sup>w</sup>aa?atł Youth with Cultural Continuity.
- 14.6 A Director will review a łuk<sup>w</sup>aa?atł łane?is' Care Plan with the Community Designate a minimum of every 6 months, or at the request of the Community Designate, by convening a Care Plan meeting or by consulting with the Community Designate on any updates or changes.

**15.0 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 łuk<sup>w</sup>aa?atł łane?is and łuk<sup>w</sup>aa?atł 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;
  - (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;
  - (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

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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 ᑕᑦᑕᑦᑕᑦᑕᑦ ᑕᑦᑕᑦᑕᑦᑕᑦ' safety or well-being.
- 15.5 If a Director does not obtain consent, as contemplated under section 16.4, 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) ᑕᑦᑕᑦᑕᑦᑕᑦ'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 ᑕᑦᑕᑦᑕᑦᑕᑦ may only use and disclose information provided by a Director under this Agreement for the purpose of achieving the objectives of consultation and cooperation in section 7.1 or to provide child and family services to a ᑕᑦᑕᑦᑕᑦᑕᑦ ᑕᑦᑕᑦᑕᑦᑕᑦ' or ᑕᑦᑕᑦᑕᑦᑕᑦ Family under ᑕᑦᑕᑦᑕᑦᑕᑦ's jurisdiction.
- 15.8 ᑕᑦᑕᑦᑕᑦᑕᑦ 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 ᑕᑦᑕᑦᑕᑦᑕᑦ ᑕᑦᑕᑦᑕᑦᑕᑦ' and ᑕᑦᑕᑦᑕᑦᑕᑦ Families under this Agreement, protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.
- 15.9 ᑕᑦᑕᑦᑕᑦᑕᑦ will comply with the "Best Practices" outlined in Schedule B.
- 15.10 ᑕᑦᑕᑦᑕᑦᑕᑦ will make this Agreement and the required arrangements under section 16.8 available to its Citizens.

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15.11 In relation to information obtained by a Community Designate under this Agreement, łuk'waa?ath 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
- (c) will cooperate with a Director to comply with provincial privacy breach policies and procedures.

**16.0 ORIENTATION, IMPLEMENTATION, AND INTEGRATION**

16.1 The Parties agree to work collaboratively and provide the necessary resources to develop and lead an orientation on the Agreement, including information regarding TNG, for Directors and Director's Counsel involved with łuk'waa?ath tahe?is, youth and families. The orientation will be shared with senior Ministry staff to review with staff in their respective areas and/or discuss at provincial tables.

16.2 The Parties also agree to:

- (a) keep their respective leadership apprised of any issues and the general status of this Agreement; and
- (b) identify and use best efforts to address existing gaps and challenges with respect to implementing this Agreement.

**17.0 DISPUTE RESOLUTION**

17.1 The Parties will refer any dispute under this Agreement to the Dispute Resolution Process (see Appendix D). For clarity, any dispute includes, but is not limited to, a disagreement about a Party's obligation respecting consultation and cooperation and a Director's decision.

17.2 If, prior to the conclusion of an Dispute Resolution Process, a Director needs to make a Decision that is the subject of a dispute, the Director will:

- (a) communicate to the Community Designate, in writing, why the Director needs to make the decision and the date by which the Director needs to make the decision;
- (b) give full and fair consideration to the Community Designate's input; and
- (c) explain to the Community Designate, in writing, how the Director considered the Community Designate's input.

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- 17.3 The Parties will attempt to resolve a dispute, including in relation to information sharing, in a timely manner through progressive discussions between the following as needed:
- (a) the social worker, Community Designate and supervisors directly involved in the matter;
  - (b) a senior manager and child and family services manager identified by Community/First Nation;
  - (c) The Designated Director and Toquaht Nation's Chief, a Toquaht Nation's Councillor holding the portfolio for child and family services, or their designate.
- 17.4 Either Party can escalate the dispute to the appropriate level of discussion if:
- (a) after reasonable efforts, the dispute remains unresolved; or
  - (b) there is an urgent matter.
- 17.5 If the Parties are unable to resolve the dispute through progressive discussions, they will:
- (a) promptly refer the matter to mediation or another agreed upon alternative dispute resolution process;
  - (b) bear their own costs of participating in the mediation or alternative dispute resolution process; and
  - (c) share equally the other costs of the mediation or alternative dispute resolution process.
- 17.6 For certainty, sections 17.1 and 17.2 apply to mediation or another alternative dispute resolution process.
- 17.7 If, prior to the conclusion of the dispute resolution process, a Director needs to make a decision, which is the subject of a dispute, the Director will:
- (a) communicate to the Community Designate why the Director needs to make the decision and the date by which the Director needs to make the decision;
  - (b) consider the Community Designates input; and
  - (c) explain to the Community Designate, in writing, how the Director considered the Community Designates input.

**18.0 REPRESENTATION & WARRANTIES**

**Toquaht Nation Representations**

- 18.1 Toquaht Nation represents and warrants to the Designated Director, that Toquaht Nation has:
- (a) the authority to enter into this Agreement on its own behalf and on behalf of its Citizens; and
  - (b) this Agreement is a valid and binding obligation of Toquaht Nation.

**Designated Director Representations**

- 18.2 The Designated Director represents and warrants to TNG that:
- (a) the Minister has designated the Designated Director the authority to enter into this Agreement; and

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- (b) this Agreement is a valid and binding obligation of Directors under section 92.1(4) of the CFCSA.

**19.0 FUNDING**

- 19.1 In support of TNG's involvement under this Agreement, the Designated Director will provide \$30,000 to TNG, within 60 days of the executed agreement.

**20.0 GENERAL PROVISIONS**

- 20.1 This Agreement is binding on Directors and TNG and any of their respective 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 any TNG Aboriginal title or rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
  - (c) does not limit the position TNG may take in any proceedings, including any proceeding to which TNG is a party under the CFCSA, or any discussions or negotiations between the Province and TNG; and
  - (d) is without prejudice to the position that TNG 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.



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**21.0 TERM, AMENDMENTS & RENEWAL**

- 21.1 Except sections 1, 16.1, 16.2, 18, 19, 20, 21, and which come into effect on the Signing Date, the remainder of this Agreement will come into effect 90 Days after the Signing Date and will continue unless terminated pursuant to the Agreement.
- 21.2 The Parties may terminate this Agreement with written consent.
- 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) a Party may decline to renew this Agreement by providing a minimum of 60 days written notice of an intention to terminate the Agreement ("Non-Renewal Notice") upon expiry of the term.
- 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 communications and notices by mail, facsimile, or email, as set out below:
- (a) **To Toquaht Nation:**  
PO Box 759  
1971 Peninsula Rd.  
Ucluelet, BC, V0R 3A0  
By email to: [lisam@toquaht.ca](mailto:lisam@toquaht.ca)  
Fax: 1-250-726-4403
  - (b) **To the Designated Director:**  
Provincial Director of Child Welfare  
Ministry of Children and Family Development

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P.O. Box Stn. Prov. Govt.  
Victoria, BC V8W 9B1  
By email to: [MCF.AgreementAdministrator@gov.bc.ca](mailto:MCF.AgreementAdministrator@gov.bc.ca)  
Fax: (250) 387-6073

21.2 A Party may change its address for the purposes of section 21.1 by notice to the other Party.

IN WITNESS WHEREOF Toquaht Nation and the Designated Director have executed this Agreement on September 20, 2024:

Executed on behalf of Toquaht Nation:



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taayii ᑕᑦᑕᑦᑕᑦᑕᑦ (Anne Mack)  
Elected Chief, Toquaht Nation

Toquaht Nation Witness:



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Kathy Waddell,  
Manager of Operations,  
Toquaht Nation

Executed on behalf of the Designated Director:



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Corinna Heavener,  
Provincial Director of Child Welfare,  
Designated Director

MCFD Witness:



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Miranda Hansen  
Manager, Divisional Operations  
Ministry of Children and Family Development

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DESIGNATE

APPENDIX A

Toquaht Nation Certified Resolution Appointing Community Designate



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TOQUAHT NATION CERTIFIED RESOLUTION

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September 5<sup>th</sup>, 2024

# 000221

Re: MCFD Community Agreement (S92.1) Toquaht Community Designate

On September 5<sup>th</sup>, 2024 the Toquaht Nation Executive passed the following resolution:

Motion # EM00780

THAT the Executive affirms that they are an Indigenous Governing Body representing Toquaht people and identify the Child and Family Wellness and Mental Health Coordinator as the Toquaht Community Designate and the Director of Community Services and the Toquaht Executive Community Services portfolio holder as the 2(two) Toquaht Community Alternate Designates as per Section 5 and 6 of the Community Agreement.

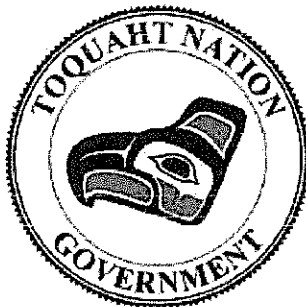
As the Law Clerk of the Toquaht Nation, I certify this as a true copy of the resolution passed by the Toquaht Nation Executive.

Handwritten signature of Kirsten Johnsen.

Law Clerk, Kirsten Johnsen

September 5<sup>th</sup>, 2024

DATE



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**Community Designate:**

Christy Black

Child and Family Wellness Coordinator

Email: christyb@toquaht.ca

Cell: 1-250-720-7197

Fax: 1-250-726-4403

Mail: PO Box 759

1971 Peninsula Rd.

Ucluelet, BC V0R 3A0

**Alternate Community Designates:**

Lisa Morgan

Director of Community Services

Email: lisam@toquaht.ca

Cell: 1-250-266-4400

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APPENDIX B

Notice of Significant Measure form (cf0092)



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 8S5, 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)
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Name of Parent(s)
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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).

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- Returning child before the conclusion of a presentation hearing related to a removal under s. 30 (s. 33(1)), with intent to:
  - withdraw from the child protection proceeding, or
  - take further steps to protect the child.
- Returning child before the conclusion of a presentation hearing related to a removal under s. 36 or s. 42 (s. 33(1.1)), with intent to:
  - withdraw from the child protection proceeding, or
  - take further steps to protect the child.
- Withdrawing from court proceedings:
  - (s. 33.01) withdrawal before end of presentation hearing without returning to a parent on the basis that an agreement between the following is in the best interests of a child:
    - the parent apparently entitled to custody and the child's Indigenous community,
    - the director and the government or child-welfare agency of the jurisdiction where the parent apparently entitled to custody resides, or
    - the director and a person to whom care of the child has been given by the parent.
  - (s. 48(1)) returning to parent and withdrawal from CFCSA proceedings after presentation hearing on the basis that:
    - the director makes an agreement with the parent that director considers adequate to protect the child, or
    - the director considers that circumstances have changed so that the child no longer needs protection.
  - (s. 48(1.1)) withdrawal from CFCSA proceeding after the presentation hearing without returning to a parent on the basis that an agreement between the following is in the best interests of a child:
    - the parent apparently entitled to custody and the child's Indigenous community,
    - the director and the government or child-welfare agency of the jurisdiction where the parent apparently entitled to custody resides, or
    - the director and a person to whom care of the child has been given by the parent.
- Placing a child in an out-of-home living arrangement, taking into account the placement priorities for Indigenous children (Federal Act s. 16):
  - starting a new placement or changing the placement for a child.
  - requesting placement of a child in care for pre-adoption residency (s. 50.1),
- Consenting to the adoption of a child (s. 50(2)),

Summary of Reasons for the Significant Measure:


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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-MM-DD)	
Signature of Director's delegate 	

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**Appendix C**

**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 workstations 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 a process under 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 installs. 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 a process under 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.



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- 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.

## Appendix D

### Dispute Resolution Process

Toquaht Nation is a self-governing Nation that has entered into the Maa-nulth First Nations Final Agreement (the "Treaty") with Canada and BC. TNG is restoring and revitalizing its traditional systems and structures of governance, but this work is not complete. Historically, Toquaht has been removed from their traditional territory and practices by the colonial systems imposed upon them and through the Treaty are in the process of community rebuilding. TNG may develop culturally based issues resolution processes in the future. Until such time, we have reviewed the "Circle Process" outlined in the Aboriginal Policy and Practice Framework in British Columbia and believe that this process will uphold Toquaht values and teachings.

From the Aboriginal Policy and Practice Framework in British Columbia (p. 5): "It is our collective responsibility to work together with an in-depth understanding of our shared context, values and foundations to implement the Circle as a restorative process to support a model of policy and practice that is Child, Youth, Family and Community-Centred; Culture-Centred; Inclusive, Collaborative and Accountable; and focused on Resiliency, Healing, and Wellness."

The Circle Process:

- a. Gathering the Circle (choose someone to witness? Other traditional decision-making protocols?)
  - who needs to be in circle, what do we need to know or understand, what are the interconnections?
- b. Listening, Assessing, and Solution Finding
  - Truth-telling, sharing, active listening, learning (strengths based, culturally safe), collaboration
- c. Creating Security Belonging and Well-being
  - Cultural connections and identity, resiliency, family, and community, trauma-informed
- d. Keeping the Circle Strong
  - Partnerships, relationships, communication, maintaining connections

The parties agree that disputes or issues will be resolved in a timely and respectful manner. Wherever possible, the Circle Process will be used however, where there are complex issues that need additional support to be resolved, the process will occur in the following manner and with the support of senior leadership. This process may be supported by a mediator or objective third party to find resolution and ensure respectful, effective communication.

1. Identify the issue to be resolved.

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2. Conduct research to determine the facts and perspectives.
3. Clarify any conflicts of interest.
4. Develop options collaboratively.
5. Select a solution through a collaborative and inclusive decision-making process.
6. Implement the decision.
7. Monitor the impact of the decision.
8. Adjustments may be needed to ensure success.