



Southern Chiefs'
Organization Inc.

COORDINATION AGREEMENT TEMPLATE

Child and Family Services Jurisdiction



REPRESENTING ANISHINAABE AND DAKOTA NATIONS IN SOUTHERN MANITOBA

***(First Nation Laws Name)* Coordination and Funding
Agreement**

First Nation

Canada

Manitoba

This Agreement is dated (month/day year).

BETWEEN:

(Name of First Nation or Delegated Indigenous Governing Body)
as represented by the Chief and Council

AND

His Majesty the King in Right of Canada
as represented by the Minister of Indigenous Services
(Canada)

AND

His Majesty the King in Right of Manitoba
As represented by the Minister of Families
(Manitoba)

Offering (Preamble)

This space is the opportunity for the First Nation to provide opening words to guide the interpretation of the Agreement based on their history, experience and ways of caring for their children, youth, families and the community.

The First Nation's inherent right and jurisdiction can be stated here and their commitment to continue to care, assert their jurisdiction, and acknowledge other jurisdictions (Canada and Manitoba) and a willingness to work along with them on a Nation-to-Nation and government to government basis.

It can be a place to confirm that the Coordination Agreement is the commitment for respecting the First Nation's priorities of caring for their own children to provide a strong and healthy foundation by learning and practicing the community's language, ceremonies and ways of supporting each other through strong relationships, to outline and how this will contribute to the future of the Nation.

Section	Item	Page #
	Commitments	5
1	Purpose and Scope of Agreement	6
2	Rights and Jurisdiction	6
3	Services	7
	- Community Wellness and Safety Services	
	- Coordination of Services	
	- The Rights of (<i>name of First Nation</i>)'s Children	
4	Definitions	10
5	Term of Agreement	12
6	Funding Arrangements	13
	- Funding Principles	
	- Changes to Funding Policy	
	- Separate Funding Options and Liabilities	
	- Other Federal and Provincial Funding, Programs and Initiatives	
7	Understanding and Interpretation	15
8	Continuing Application of Federal and Provincial Programs and Services	16
9	Transitional Matters	16
	- Information Sharing with Manitoba	
	- Transfer of Records, Files and Services	
10	Information Sharing Between (<i>name of First Nation</i>) and Canada	17
11	Dispute Resolution	17
	- Government Elections	
12	Representations and Affirmations	18
13	No Release and No Agency	18
14	Liability	19
15	Amendments to Agreement	19
16	Termination of Agreement	20
17	Waiver and Breach	20
18	Assignment of Agreement	20
19	Confidentiality	20
20	Governing Law	21

COMMITMENTS (WHEREAS)

- A. Canada and Manitoba acknowledge and respect (*name of First Nation*)'s right to exercise their independent jurisdiction in caring for their children and families in accordance with their own culture, traditions and laws.
- B. Canada and Manitoba are committed to continually build a mutually respectful relationship with (*name of the First Nation*) to work together in supporting their inherent right to self-government including jurisdiction over services for children, youth and their families that ensure their wellness, safety and ability to raise them on a good path.
- C. Canada has enacted *An Act respecting First Nations, Inuit and Métis children, youth and families* (the Federal Act) to affirm the inherent rights of Indigenous peoples and their authority to administer their own laws and sets out minimum national standards for delivering what is known in colonial legislation as child and family services.
- D. Manitoba has declared its dedicated support to First Nations that are actively revitalizing and proclaiming their own laws about the care and well-being of children and families and the transition of child and family services in Manitoba to a system that is led by First Nation Rights Holders for First Nation children and youth.
- E. (*Name of First Nation*) has enacted their own laws under (*name of First Nation's laws/Act*) with its confirmed inherent right for self-determination as affirmed by section 35 of the *Constitution Act, 1982*, and in accordance with section 21 of *An Act respecting First Nations, Inuit and Métis children, youth and families*.
- F. (*Name of First Nation*), Canada and Manitoba are committed to working together to coordinate the ongoing implementation of (*name of First Nation's Laws*) along with the Federal Act, with a view to provide better outcomes for children and families.
- G. (*Name of First Nation*)'s laws are grounded in the history, language, knowledge, experiences, and practices essential to the continuation and evolution of the community and its families. The laws have been passed from one generation to the next through oral histories and the raising of children by all their family relations, informing each new generation the importance of respect of identity, language, culture and tradition. The oral histories hold the moral, legal and spiritual teaching of (*name of the First Nation*).
- H. (*Name of First Nation*) has authorized the services to children, families and community outlined in (*name of First Nation's Laws*) to be delivered by (*name of service provider or multiple service providers*) under the guidance of the Chief and Council and any delegations put in place by the (*name of First Nation*) Law, Regulation, and Band Council Resolution.
- I. Under section 20(2) under the Federal Act, (*Name of First Nation*), Canada and Manitoba enter into this Agreement with the intent of coordinating their jurisdictions with full acknowledgement of the paramountcy of (*name of the First Nation Laws*) thereby enhancing the services provided to (*name of First Nation*) children and members and to promote the continued actions to exercise our inherent rights, including jurisdiction for what is known as child and family services.

- J. Canada and Manitoba acknowledge the right of (name of First Nation) to put into effect its legal authority to deliver services to its Members that ensures the wellness and safety for children, youth, young adults and their families with its own legal traditions, culture and practices as part of its right to self-determination.

NOW THEREFORE, the Parties agree as follows:

1. PURPOSE AND SCOPE OF AGREEMENT

- 1.1 This Agreement is a coordination agreement as noted in section 20(2) of the Federal Act.
- 1.2 This Agreement concerns the provision of services to ensure the wellness and safety of children through the caring of their families and community and serves as a mechanism to coordinate the Parties' respective jurisdictions.
- 1.3 The purpose of this Agreement is to confirm the roles, responsibilities, and mechanisms to be offered by each of the Parties to support administratively and financially, the successful implementation and ongoing practice of caring established by (*name of the First Nation Laws*) as an exercise of an inherent right of (*name of First Nation*).
- 1.4 This Agreement is a living agreement and provides a foundation for an ongoing relationship between (*name of the First Nation*), Canada and Manitoba including the development of the funding relationship and Fiscal Arrangements.
- 1.5 This Agreement documents the responsibilities of the Parties' to coordinate on matters related to the delivery of services to (*name of First Nation*)'s Members by the delegated service providers endorsed by (*this could be in the First Nation's Laws, Regulation or Band Council Resolution or a combination of any of the three*), by addressing key items including:
- a) coordination of services;
 - b) information sharing;
 - c) funding agreements and arrangements;
 - d) liability and relationships; and
 - e) transitional matters.

2. RIGHTS AND JURISDICTION

- 2.1 This Agreement is without prejudice to (*name of First Nation*)'s Aboriginal title and rights and nothing in this Agreement defines the scope or content of any Aboriginal title or right or justifies the infringement or prevents the exercise of such title and rights by (*name of First Nation*).
- 2.2 This Agreement is not a self-government agreement and does not constitute a treaty or land claim agreement within the meaning of section 25 or section 35 of the Constitution Act, 1982.

- 2.3 (*Name of First Nation*) exercises jurisdiction for services directed at caring for its Members' children and families that are necessary to ensure their wellness, safety and ability to grow and learn on a good path (referred to as child and family services in colonial laws) through (*name of First Nation Laws*) and (*name(s) of service provider(s) organizations*).
- 2.4 (*Name of First Nation*) is responsible for the administration and enforcement of (*name of First Nation Laws*).
- 2.5 This Agreement does not define, limit, amend, or repeal from any rights recognized and affirmed by section 35 of the Constitution Act, 1982.
- 2.6 Nothing in this Agreement alters or changes, or is intended to alter or change, the existing rights, powers, obligations or jurisdiction of (*name of First Nation*).

3. SERVICES

Community, Wellness and Safety Services (Child and Family Services)

- 3.1 As an exercise of their jurisdiction, (*name of First Nation*) will deliver, or ensure delivery of a range of family and community wellness services (prevention), and safety services, including temporary separation services and supports (protection) to Members under (*name of First Nation Laws*) that are meant to:
- a) enhance and support the health and wellness of children, families and the community;
 - b) prevent children from being separated from their parents, family and community; and
 - c) when temporary separation is necessary to ensure connections and relationships are not broken to ensure healing and a good path forward.
- 3.2 (*Name of First Nation*) will provide community, wellness and safety services to community Members, regardless of where they reside (on and off reserve).
- 3.3 Strengthening, rebuilding, reconnecting and reuniting the family wherever possible is the primary goal of (*name of First Nation*) and (*name of delegated service provider(s)*).

Coordination of Services (*NOTE: this section will be dependent on the extent of services in the First Nation's Laws. As the focus here is on coordinating services, actions and decisions with both the federal and provincial governments, "colonial legal child welfare terms are used for understanding across the parties. However, the language in the First Nation's Laws can be inserted leading the "topic", for example, " Entry or First Contact Services for Intake Services". The following is a sample of some possible items.*)

- 3.4 The health, wellness, opportunity to learn and grow, and safety of children, youth, young adults and families is a shared principal responsibility of (*name of First Nation*), Canada and Manitoba. The prompt determination of the law application will ensure the best interests of children, youth, families and community will guide decisions and services

- 3.5 (Name of First Nation), Manitoba and Canada will work together to address the ongoing coordination of services to children and families identified in the Federal and Provincial Acts as child and family services in support of (name of First Nation)'s legal jurisdiction.
- 3.6 Emergency Services - In the interests of the safety, security and well-being of all children, and where a child is determined to need immediate services to ensure their safety and wellness, (*name of First Nation*) and Manitoba will authorize their respective service providing organizations to take whatever steps are necessary to intervene, stabilize the crisis, and if necessary separate the child from the direct or potential harm through the temporary care of the child until such time as it can be determined what law applies in respect of that child.
- 3.6.1 All parties will promptly undertake the necessary actions to determine the legal authority and laws that apply to the child and their family.
- 3.6.2 All parties will promptly report the particulars to the government with legal authority, or the service delegate when they have intervened with a child or children and there was an immediate need to have their safety and wellness secured.
- 3.6.3 The Party responsible for providing services to the child and their family under their laws and jurisdiction, will confirm in writing that they have accepted responsibility for the child to the intervening party to exercise their responsibility for the child and the family.
- 3.7 Response to Requests, Referrals and Child Safety Concerns - (*name of First Nation*) and Manitoba are committed to the principle that all requests for services, referrals and child safety concerns that come to the attention of a delegated service provider or provincial agency, are responded to on a timely basis and agree the first contact must provide service without delay or denial while the jurisdiction is determined and ongoing service responsibility is accepted in writing.
- 3.8 Intake Services - Manitoba will ensure the provision of intake services to respond when wellness and safety services are first requested of, or referred to, a service provider, including (*name of First Nation*), (*name of First Nation's delegated service provider(s)*) and Provincial child and family service agencies.
- 3.9 After-hours Services – (*Name of First Nation*) will ensure the availability of safety and wellness services for children and families under the (*name of First Nation's Laws*), after the usual business hours of the (*name of the First Nation service provider(s)*) and overnight, on week-ends and on statutory and cultural holidays. The after-hours services will include the ability to accept referrals from other persons providing services and confirm in writing acceptance of (or decline) responsibility for a child needing immediate safety services.
- 3.9.1 Where the service provider declines responsibility for a child believed to be connected to the First Nation, they will within a reasonable period of time, provide a written explanation for that decision to the Chief and Council of (*name of First Nation*) and/or delegated community authority.

- 3.9.2 Where the service provider declines responsibility for a child, upon request by Manitoba's Provincial Director of Child and Family Services, will provide a written explanation for that decision within a reasonable time.
- 3.10 Child Abuse Investigations - As of (*insert effective date*), (*name of First Nation or delegated service provider/authority*) will assume responsibility for investigating all allegations of mistreatment or abuse of Member children.
- 3.10.1 If a Provincial Agency receives information that a (*name of First Nation*) child may have been abused or mistreated, Manitoba will make every reasonable effort to refer the matter to (*name of First Nation service provider*) for the purposes of an investigation.
- 3.10.2 If there are multiple children involved in the case of suspected abuse or mistreatment, and at least one is a (*name of First Nation*) child and one is not, the respective service providers will work together to determine which service provider or agency will conduct the investigation and coordinate the reporting back to all parties.
- 3.10.3 (*Name of First Nation*) and Manitoba are committed to, wherever possible, conducting only one investigation in relation to a specific abuse or mistreatment allegation.
- 3.10.4 (*Name of First Nation*), and Manitoba commit to developing and implementing a protocol along with other Indigenous Governing Bodies (IGBs) to address the coordination of investigations that involve multiple children and offenders that fall under different jurisdictions.
- 3.11 Placement Resources – (*Name of First Nation and their service provider*) will continue to have access to Manitoba's provincial licensed group care placements coordinated through the Placement Resources Unit, and Emergency Placement Resources operated by Winnipeg Child and Family Services and will not receive any lesser priority to such resources than Provincial Agencies or other Indigenous Child and Family Service providers.
- 3.11.1 It is acknowledged that provincially licensed group care homes continue to operate in accordance with the requirements of the provincial licensing regulations and standards, including those relating to record maintenance and the submission of incident reports.
- 3.12 Adult Services – (*Name of First Nation and service provider*) may refer a youth or young adult receiving services under (*name of First Nation's Laws*) to provincial programs and services available to adult Manitobans, including Manitoba's Community Living Disability Services (CLDS), consistent with provincial referral policies and procedures. A referral made by (*Name of First Nation and service provider*) to CLDS for a youth or young adult will be processed in the same manner as if the referral were made by a Provincial Agency and the processing of the referral will not receive any lesser priority than Provincial Agency referrals.

The Rights of (name of First Nation) Children

3.13 (*Name of First Nation*) will take all reasonable measures to ensure that our children, youth and young adults are able to exercise their right to have wellness, safety and community services provided to them in a manner that:

- a) takes into account the child's physical, psychological, emotional and cultural needs;
- b) allows the child to know their family and community of origin;
- c) provides opportunity for the family, extended family and community to teach the child to build an understanding of their place in terms of respecting the land, the animals and all life on Earth so that they can become a contributing member of their community;
- d) promotes substantive equality by ensuring that children with specific needs are provided support to participate in family and community activities to the same extent as others, and;
- e) measures are in place for children receiving wellness, safety and community services to have their views and preferences considered in decisions that affect them without discrimination.

4. DEFINITIONS (These will be closely related to the First Nation's Laws and the words used for their programs and services and how this is connected to the items in the Agreement. Suggestions are provided but are not a full list.)

4.1 In this Agreement:

"After Hours Services" means urgent and immediate services to ensure the safety and wellness of a child provided outside of regular business hours, including evenings, overnight hours, weekends and holidays;

"Agreement" means this coordination agreement, including any schedule, sub-schedule and appendices and amendments that may be made;

"Child" means a person under the age of 12;

"Child and Family Services" means "child and family services" as defined by the Federal Act;

"Community" means (*insert First Nation name*);

"Community, Wellness and Safety Services" means the provision of services to ensure the wellness and safety of children through the caring of their families and community. Community wellness services (prevention), and safety services, including temporary separation services and supports (protection) are (*name of First Nation*)'s ways of delivering what colonial laws call "child and family services";

"Community Wellness" means factors that affect the community's capacity and ability to support its children, youth and families to learn and grow on a good path, including but not limited to:

- (a) The resources that ensure the ability of the community and its members to provide support for children, youth and families to grow and be strong;

- (b) The ability of the community and its members to provide continuation of the language, culture, beliefs, traditions and values through their daily life;
- (c) Community-based access to healthy food, water, shelter and health care;
- (d) The ability to provide education, economic and employment opportunities that promote community stability, sustainability and growth; and
- (e) Infrastructure and economic support to ensure independent governance;

“Emergency Services” means when child and family services as defined in the Federal Act are required on an emergency basis to ensure the safety and wellness of a child;

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

“Indigenous Governing Body” means “Indigenous governing body” as defined by the Federal Act;

“Effective Date” means the date upon which all Parties have signed this Agreement;

“Extended family” means a child’s grandparents, aunts, uncles and cousins;

“Federally Supported Services” means the Community, Wellness and Safety Services for which (*name of First Nation*) is responsible and Canada has agreed to provide Financial Contributions;

“Financial Contributions” means transfer payments made by Canada or the Province pursuant to a Funding Arrangement;

“Fiscal Year” means the period that commences on April 1st of a year and ends on March 31st of the following year;

“Funding Arrangement” means an arrangement between (*name of First Nation*), Canada and Manitoba as described in this Agreement;

“Indigenous governing body” is as defined in the Federal Act as a council, government or other entity that is authorized to act on behalf of an Indigenous group, community or people that holds rights recognized and affirmed by section 35 of the Constitution Act, 1982;

“Intake Services” means wellness and safety services for a child and family (child and family services in the Federal Act), that are provided to persons when first requested or required by a child, youth, young adult or family, and continues until either the presenting issues have been resolved or the matter has been referred to the government with jurisdiction;

“Parent” means a mother or a father or one who stands in the place of a mother or father and acts as a caregiver to the child;

“Parties” means (*name of First Nation*), Canada and Manitoba;

“Personal Information” means information in respect of:

- i. Canada, personal information as defined in the Privacy Act, R.S.C., 1985, c. P-21;
- ii. Manitoba, personal information as defined in The Freedom of Information and Protection of Privacy Act, C.C.S.M. c. F175;
- iii. (*Name of First Nation*), personal information as referenced in the (*name of First Nation Laws*);

“Province” means the Province of Manitoba;

“Provincial Act” means The Child and Family Services Act and Regulations, The Child and Family Services Authorities Act and Regulation and any amendments to the Acts and Regulations;

“Provincial Agency” means a Child and Family Services agency mandated under the CFS Act

“Provincial Director of Child and Family Services” has the same meaning as “director” as defined in the CFS Act;

“Provincially Supported Services” means the Community, Wellness and Safety Services for which (*name of First Nation*) is responsible and Manitoba has agreed to provide Financial Contributions;

“Separation” means the physical separation between a child and one or both of their parents that has occurred as a measure of last resort pursuant to (*name the First Nation Law*);

“(Name of First Nation) Member” means a person whose name is entered, or a person who is entitled to have their name entered, in the band list maintained by Indigenous Services Canada for (*name of First Nation*);

“(Name of First Nation) Official” means any officer, director, elected official, employee, contractor, agent or representative of (*name of First Nation*);

“Young Adult” means a person aged eighteen (18) or over but under the age of twenty-seven (27) years;

“Youth” means a person twelve (12) years of age but under eighteen (18) years of age.

5. TERM OF AGREEMENT

5.1 This Agreement comes into effect on the date of the last signature by the Parties and continues unless terminated under section (XX) of this Agreement.

5.2 Funding Arrangements in this Agreement will have a fixed and limited term as set out in a Funding Arrangement or Successor Funding Arrangement as outlined in Schedule(s) (XXX), notwithstanding the continuation of this Agreement.

5.3 Government to Government Relationship - This Agreement does not create any agency, association, partnership, joint venture or employer-employee relationship between (*name of First Nation*) and Canada or (*name if First Nation*) and Manitoba.

Periodic Review

- 5.4 Unless otherwise agreed in writing, the Parties will conduct periodic reviews of this Agreement. The first review will happen in year three of the Agreement from the effective date, and at five-year intervals beginning from the date of the first review.
- 5.5 The Parties will determine the full scope of a periodic review and including:
- a) the effectiveness and efficiency of the arrangements established by this Agreement;
 - b) the effectiveness and efficiencies of funding arrangements established by the Schedules in this Agreement, and;
 - c) the roles and responsibilities of the Parties.

6. FUNDING ARRANGEMENTS

(Details of the funding arrangement, reporting for both the federal and provincial contributions will be contained Schedules to the Agreement allowing for changes/amendments to that specific area without opening up the full agreement for review. What is included in the Agreement is responsibilities and structure to support the coordination and relationship between the parties)

- 6.1 (*Name of First Nation*), Canada, and Manitoba agree to work together to make Funding Arrangements related to (*name of First Nation*)'s exercise of jurisdiction in relation to (*name of First Nation's Laws*) in accordance with this Agreement and as contemplated by section 20(2)(c) of the Federal Act.
- 6.2 Funding Arrangements will set out:
- a) (*name of First Nation*) responsibilities in relation to the Financial Contributions received for, the Federally Supported Services and the Provincially Supported Services;
 - b) Canada's responsibilities in relation to the Financial Contributions to (*name of First Nation*) for Federally Supported Services;
 - c) Manitoba's responsibilities in relation to the Financial Contributions to (*name of First Nation*) for Provincially Supported Services;
 - d) the term of any Funding Arrangement; and
 - e) other matters agreed to by the Parties in writing.
- 6.3 The first Funding Arrangement is set out in Schedule (s) (XXX).
- 6.4 Unless otherwise agreed to by the Parties in writing, a Successor Funding Arrangement will be an amendment to this Agreement and will replace a previous Funding Arrangement.

Funding Principles

- 6.5 (*Name of First Nation*) and Canada are committed to the principle that (*name of First Nation*) has complete authority and discretion over the expenditure of the Financial Contributions.
- 6.6 (*Name of First Nation*) and Manitoba are committed to the principle that (*name of First Nation*) has complete authority and discretion over the expenditure of the Province's

Financial Contributions provided that the expenditure relates to the provision of services in (*name of the First Nation Laws*).

- 6.7 The Parties are committed to the principle that the Funding Arrangements remain stable and predictable over time while providing sufficient flexibility to address changing circumstances.
- 6.8 Canada and Manitoba are committed to the principle that both have financial responsibilities for (*name of First Nation*) exercise of jurisdiction in relation to child and family services as outlined in the Federal Act and community, wellness and safety services for children and families outlined in the (*name of First Nation Laws*).
- 6.9 Canada and Manitoba will work collaboratively with (*name of First Nation*) to achieve a common funding approach for their contributions to (*name of First Nation*) to ensure substantive equality and address the current systemic discrimination experienced by First Nation children and families and to ensure these actions are never repeated.

Changes to Funding Policy

- 6.10 If Canada proposes to amend or replace its existing funding policy in respect of child and family service coordination agreements under the Federal Act in a manner that may impact a Funding Arrangement, Canada will:
- a) provide written notice to (*name of First Nation*) of the proposed changes;
 - b) provide written notice to (*name of First Nation*) of any national or regional engagement process established by Canada to review and consider changes to that policy, for (*name of First Nation*) to participate in any such process; and
 - c) if there is not a national or regional engagement process in place, (*name of First Nation*) and Canada will meet, on (*name of First Nation*)'s request, within 60 days.
- 6.11 If Manitoba intends to change its fiscal policy in respect of coordination agreements under the Federal Act in a manner that may impact a Funding Arrangement and responsibilities of the province, Manitoba will:
- a) provide written notice to (*name of First Nation*) at least 60 days prior to finalizing the proposed changes;
 - b) consult meaningfully with (*name of First Nation*) regarding the proposed changes; and
 - c) provide (*name of First Nation*) with written comments about how their views were taken into account in the final decision and policy changes.
- 6.12 The engagement process with (*name of First Nation*) set out in section 6.9 of this Agreement does not prevent (*name of First Nation*) from participating in any national or regional engagement process established by Canada or Manitoba to review and consider changes to the fiscal policy.

Separate Funding Obligations and Liabilities

- 6.13 The funding obligations of Canada and Manitoba under this Agreement are separate.
- 6.14 The liabilities of Canada and Manitoba in respect of funding under this Agreement are several, and joint or not joint.

Other Federal or Provincial Funding, Programs and Initiatives

- 6.16 Fiscal Arrangements will not affect other federal or provincial funding for (*name of First Nation*) for matters other than those addressed by this Agreement.
- 6.17 Except as set out in this Agreement, nothing in this Agreement will affect the entitlement of (*name of First Nation*) or their Members to participate in or benefit from any federal or provincial program or initiative in accordance with the criteria for that program or initiative.

7. UNDERSTANDING AND INTERPRETATION

7.1 In this Agreement:

7.1.1 Headings and sub-headings are for convenience only, and in no way define, limit, or the scope or meaning of any provision;

7.1.2 Unless otherwise stated, the use of the singular includes the plural, and the use of the plural includes the singular;

7.1.3 Unless otherwise stated, “including” means “including, but not limited to”, and “includes” means “includes, but is not limited to”; and

7.2 Any reference in this Agreement to (*name of First Nation’s Law*), federal or provincial statute and regulations made under it, will be considered a reference to the statute or regulations in its entirety and will carry over to and amendments made from time to time.

7.3 If there is any conflict or inconsistency between any provision of this Agreement and a provision in the (*name of First Nation Law*) or a federal or provincial statute, then the provision in (*name of First Nation Law*) has paramountcy over the federal and provincial statutes and to the extent of the conflict or inconsistency, and this Agreement shall be read down accordingly.

7.4 There is to be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of or against any Party.

7.6 If a council, tribunal or court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable:

7.6.1 the provision will be treated as if it had been severed from this Agreement to the extent of its invalidity or unenforceability;

7.6.2 the Parties will use best efforts to amend this Agreement to remedy or relace the provision;

7.6.3 if the Parties cannot agree on an amendment to the provision, the provision shall be deemed severed from this Agreement.

8. CONTINUING APPLICATION OF FEDERAL AND PROVINCIAL PROGRAMS AND SERVICES

- 8.1 Except as set out in this Agreement, nothing in this Agreement will affect the entitlement of (*name of First Nation*), its Members or (*name of First Nation service provider(s)*) to access the continuing operation, program or services of any other applicable Federal or Provincial programs or services.
- 8.2 The Parties will at all times comply with all applicable laws concerning the collection, use and disclosure of information shared to implement and support this Agreement, which may include the (*name of First Nation Laws*), *Privacy Act*, R.S.C., 1985, the *Youth Criminal Justice Act*, S.C. 2002, *The Freedom of Information and Protection of Privacy Act*, *The Personal Health Information Act*, and *The Child and Family Services Act*.
- 8.3 Information Sharing by Manitoba – Should Manitoba receive an inquiry from another Province, Territory or Indigenous Governing Body about community wellness and safety services for (*name of First Nation*) Members, reasonable efforts will be made to provide general information about the (*name of First Nation Laws*). Interprovincial requests received by Manitoba that involve (*name of First Nation*) Members will be referred to the (*name of First Nation*) for direct response or action.
- 8.4 (*Name of First Nation*) access to Manitoba's Child and Family Services Application (CFSA).
- 8.4.1 Manitoba will provide the delegated service providing organizations under the (*First Nation Name*)'s Laws, Regulations or Band Council Resolutions with access to CFSA and ongoing direct access to Child Abuse Registry search results, subject to and conditional upon the (*name of the First Nation*) agreeing to comply and complying with the terms and conditions set out in this Agreement; (*this will require a schedule to the Agreement*)
- 8.4.2 The terms and conditions may be amended from time to time by Manitoba or at the request of (*name of First Nation*) to support the continued evolution of (*name of First Nation*) programs and services under their jurisdiction.

9. TRANSITIONAL MATTERS

(This section should be developed based on the information needs related to whether a First Nation is taking on an existing provincial agency as their delegated service provider or moving to a new service provider(s) or a combination, for example using the current FNCFS Agency to deliver safety and tertiary prevention services (protection) and a newly created service provider to provide community and family wellness services (primary and secondary prevention). Items to be considered and developed are listed.)

Information Sharing with Manitoba

- 9.1 (*Name of First Nation*) and Manitoba commit to sharing information in good faith and to the fullest extent possible under their respective laws.

9.2 (*Name of First Nation*) and Manitoba agree to share current and historical data specific to (*name of First Nation*) for the purposes of planning, budgeting, and measuring success and trends.

Transfer of Records, Files and Services

9.3 Physical original child and family service files (current and historical) and electronic records stored in the CFSA.

9.4 Child and Youth Services Division Training offered by Manitoba.

9.5 Placement Resources, particularly Level 2 resources.

9.6 Specialized programming and services developed specifically to meet additional needs of a particular child, youth or young adult.

9.7 Designated Intake services if the First Nation or their delegated service provider does not have the capacity to have their own.

9.8 Serious Injury or Death Investigations.

10. INFORMATION SHARING BETWEEN (Name of First Nation) AND CANADA

10.1 Canada will provide (*name of First Nation*) with the (*name of First Nation*) band membership list as maintained by Indigenous Services Canada and other information as is necessary for the provision of child and family services in the Federal Act and community, wellness and safety services in (*name of First Nation Laws*) and any updates on a timely basis. (*Name of First Nation*) agrees to protect the band membership list provided by Canada as confidential information.

10.2 (*Name of First Nation*) and Canada recognize the importance of comprehensive and accurate information in relation to the provision of community, wellness and safety services to (*name of First Nation*) children, youth, young adults and families, and commit to sharing information in good faith and to the fullest extent possible under their respective laws.

10.3 (*Name of First Nation*) and Canada may enter into an agreement for the sharing of personal information as defined in the federal Privacy Act relating to the provision of child and family services in the Federal Act and community, wellness and safety services in (*name of First Nation Laws*).

11. DISPUTE RESOLUTION

(This section will need to be developed in full collaboratively by the Parties with consideration on the First Nations structure and capacity in the community. Some suggestions to consider are included here.)

11.1 Disputes arising between the Parties under this Agreement will be resolved as set out in this section, except for case-specific disputes between (*Name of First Nation*) and a

service provider delegated by (name of the First Nation) to deliver services under (name of First Nation Laws).

- 11.2 Disputes may be resolved bilaterally if the dispute affects only two of the Parties to this Agreement.
- 11.3 The Parties to the dispute will first attempt to resolve disputes through informal means.
- 11.4 If the dispute is not resolved through informal means, the Party who initiated the dispute will give written notice to the other Parties that the dispute is not resolved and is to be referred to an “advisory committee” made up of (membership will need to be identified).
- 11.5 The notice must identify whether the dispute is of an urgent nature.
- 11.6 The advisory committee will follow a process of gathering people together to make a decision and be facilitated by an Elder or Knowledge Keeper from (*name of First Nation*).
- 11.7 The advisory committee will provide written non-binding recommendations to the Parties to the dispute within three days of completing the process.

Government Elections

- 11.8 If any Party’s participation in dispute resolution under this Agreement is delayed as a result of a temporary suspension of some government operations resulting from the process of electing and forming a new government, that Party:
- a) will give written notice to the other Parties of the delay;
 - b) will use diligent efforts to ensure that any effect of such delay is minimized; and
 - c) will give written notice to the other Parties when the temporary suspension has ended.
- 11.9 Upon receipt of the notice under section 11.8 of this Agreement, the dispute resolution process will commence or resume without delay.

12. REPRESENTATIONS AND AFFIRMATIONS

- 12.1 (*Name of First Nation*) affirms that it represents and is the IGB for the Nation, and has the authority to negotiate, deliver and implement this Agreement based on obtaining all necessary approvals.
- 12.2 (*Name of First Nation*) affirms there are no existing, or pending, legal proceedings that would prevent it from signing this Agreement and by signing, and complying, with this Agreement it will not breach any other agreement to which it is a Party as of the date of signing by each Party.
- 12.3 Canada affirms that there are no existing or pending legal proceedings that would prevent it from signing this Agreement and it has the authority to negotiate and deliver this Agreement after obtaining all necessary approvals.
- 12.4 By signing, and complying, with this Agreement, Canada will not breach any other agreement to which it is a Party as of the date of signing by each Party.

12.5 Manitoba affirms that there are no existing or pending legal proceedings that would prevent it from signing this Agreement and it has the authority to negotiate and deliver this Agreement after obtaining all necessary approvals.

12.4 By signing, and complying, with this Agreement, Manitoba will not breach any other agreement to which it is a Party as of the date of signing by each Party.

13. NO RELEASE AND NO AGENCY

13.1 Except as otherwise may be expressly provided for in this Agreement, nothing in this Agreement shall constitute a release or settlement of any existing or future claims of any Party or a discharge of any existing or future legal obligation of any Party.

13.2 The (*name of First Nation*) and (*name of service provider(s)*) is not the agent of Canada or Manitoba.

13.3 Canada is not the agent of the (*name of First Nation*) or Manitoba.

13.4 Manitoba is not the agent of the (*name of First Nation*) or Canada.

14. LIABILITY

(Liability should encompass the legal liability and risks that come with jurisdiction. There is no “safety net” in the Federal Act or the Provincial Act for First Nations. For this reason, this needs to be negotiated here for a “transitional period” by the Parties. Some general provisions are provided below.)

14.1 (*Name of First Nation*) is not liable for the acts, omissions or negligence of Canada or a Federal Official in relation to the administration of the Federal Act or this Agreement.

14.2 Canada will not be liable for acts, omissions or negligence of (*name of First Nation*) or in relation to administering (*name of First Nation's Laws*) or this Agreement.

14.3 (*Name of First Nation*) is not liable for the acts, omissions or negligence of Manitoba or a Provincial Official related to the administration of the *Child and Family Services Act*, and *Child and Family Services Authorities Act* or this Agreement.

14.4 Manitoba is not liable for the acts, omissions or negligence of (*name of First Nation*) in relation to administering (*name of First Nation's Laws*) or this Agreement.

15. AMENDMENTS TO AGREEMENT

(This section needs to be developed in collaboration by the Parties and based on the First Nation, their community structures and capacity. Some general provisions are included here.)

15.1 Any amendments to this Agreement must be in writing and signed by the Parties.

15.2 Amendments to schedules must be in writing and signed by (*name of First Nation*) and the government (federal or provincial) Party to the schedule.

- 15.3 Prior to finalizing an amendment to a schedule, the Parties must provide a copy of the draft amendment to the uninvolved Party.
- 15.4 The uninvolved Party has 10 days from receiving a copy of the draft amendment to notify the other Parties, in writing, if concerned that the draft amendment may impact the uninvolved Party.
- 15.5 If the uninvolved Party gives written notice of concern, all Parties will convene a meeting within 10 days of the receipt of notice to consider the potential impacts on the uninvolved Party.
- 15.6 If needed, the Parties will appoint an advisory committee to meet and review the amendment and concern within 30 days. The advisory committee will provide recommendations for possible resolution and will be facilitated by an Elder or Knowledge Keeper of (*name of First Nation*).
- 15.7 After receiving the recommendation, the Parties to the Agreement will meet to discuss the recommendation within 10 days of it being received.

16. TERMINATION OF AGREEMENT

(This section needs to be developed in collaboration by the Parties based on the First Nation's community structures and capacity. Some general provisions are included here.)

- 16.1 The Parties agree that the provisions of this Agreement and their context are intended to survive the expiry or early termination of this Agreement.
- 16.2 Upon the termination of this Agreement, the Parties will work cooperatively in an effort to avoid disruptions, and to ensure the best interests of (*name of First Nation*)'s children, youth and young adults in the continuing delivery of services under (*name of First Nation Laws*).

17. WAIVER AND BREACH

- 17.1 A waiver of any obligation under this Agreement must be consented to by the affected Parties in writing and will not be a waiver of any other obligation.

18. ASSIGNMENT

- 18.1 No Party will assign this Agreement, or any of their respective rights and obligations under this Agreement, without the written consent of the other Parties.

19. CONFIDENTIALITY

- 19.1 Canada and Manitoba will not post this Agreement on a public website without (*name of First Nation*)'s consent.
- 19.2 Canada and Manitoba will make reasonable efforts not to disclose this Agreement to third parties without (*name of First Nation*)'s consent.
- 19.3 Canada and Manitoba will direct all third-party requests for copies of this Agreement to (*name of First Nation*).

20. GOVERNING LAW

20.1 This Agreement is governed by and is to be interpreted and construed in accordance with (name of First Nation), federal or provincial law, as the context requires.

SIGNATURES