

## AGREEMENT TO PROVIDE INFORMATION

dated the 8th day of June, 2022

### BETWEEN:

Tla'amin Nation (“Indigenous community”)

### AND:

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

#### 1. Purpose

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

#### 2. Personal Information

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

- a) The names, dates of birth and CFCSA legal statuses of the Indigenous community’s children, who are:
  - Children in care (this includes children in the care or custody of a CFCSA director)
  - Children in the custody of a person other than a parent under a director’s supervision.
- b) The names of the parents for all of the above children, except for children under voluntary care or special needs agreements.
- c) Title and contact information of staff employed with Ministry of Children and Family Development (MCFD) or an Indigenous Child and Family Service (ICFS) Agency who can respond to questions about the identified children.

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

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

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

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

### 3. Agreement Administrators and Email Addresses

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

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

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

### 4 Use and Disclosure of Personal Information

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

### 5. Accuracy

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

### 6. Security

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

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

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

## **7. Modification or Termination of Agreement - General**

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

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

## **8. Notice**

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

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

## **9. Term of Agreement**

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

## **10. Appendices**

Any appendices to this Agreement are part of the Agreement.

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

Appendix B: Best Practices Security of Information

**Agreed to on behalf of the Indigenous community**

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

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

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

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

\_\_\_\_\_  
(Signature of ICFS Agency Executive Director) (Date)

**Agreed to by a Designated Director:**

\_\_\_\_\_  
(Print Name of Designated Director) (Title)

\_\_\_\_\_  
(Signature of Designated Director) (Date)

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

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

## **Appendix B Best Practices Security of Information**

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

### **Security of Physical Records**

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

### **Security of Electronic Records**

- Ensure that each person has a separate logon ID for the computer with a complex passcode
- The computer should have the current security patches for the base operating system (Windows 7, OS X)
- Software installed (Adobe products, Word, Email program) on the computer should also have the latest security 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 one of the purposes identified in 3.1 of the Agreement.
- Do not store Personal Information outside of Canada. This means that you cannot use most of the "cloud" storage tools (iCloud, DropBox or SkyDrive) as these store files on servers that are physically outside of Canada.

### **Managing Client Information on a Mobile Device**

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

### **Use of Social Media**

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

### **Security of Personal Information in Transport (Data in Transit)**

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

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