

Child & Family Services Protocol Agreement

Between:



Carrier Sekani Family Services
(Hereafter referred to as CSFS)

And:



Haida Child and Family Services Society
(Hereafter referred to as HCFSS)

1 - Introduction

Carrier Sekani Family Services (CSFS) has the delegated responsibility for guardianship of First Nations children in continuing custody (CCO's) and for the development and support of contracted residential resources. CSFS also delivers First Nations Family Preservation Services to children, youth, and their families and caregivers across the communities of Burns Lake Nation, Cheslatta Carrier Nation, Lake Babine Nation, Nadleh Whut'en Nation, Nee Tahi Buhn Nation, Saik'uz First Nation, Skin Tyee Nation, Stelat'en First Nation, Takla First Nation, Wet'suwet'en First Nation, and Yekooche First Nation. Currently CSFS is in the planning phase for assuming child protection services scheduled for transfer from the Ministry of Children and Family Development (MCFD) in 2008.

Haida Child and Family Services Society, has completed the AOPSI requirements for provision of AOPSI Voluntary Services (Level C3) to Haida First Nations children and families as well as all children and families, both Haida and non-Haida, residing on Haida Gwaii. HCFSS also provides a variety of non-delegated support services for First Nations children and families such as advocacy, counselling, information and referral, family strengthening and cultural services, as reflected in their Family Outreach Program.

It is the intent of CSFS and HCFSS (collectively "the parties") to ensure children's rights to familial and cultural continuity are protected through the establishment of a protocol guiding the practices of each agency when a child from one of the members of either agency is involved in a child welfare matter. The parties will make every effort to achieve this goal through their partnership and mutual respect.

2 - Objectives

The parties will ensure that the rights of the First Nations community under the *Child and Family Community Services Act* (CFCSA) in reference to First Nations children, families and communities are met through the development a protocol guiding practice.

The objective of this protocol is to promote the continuity of integrated services to First Nations children and families; to establish communication guidelines; and to enhance collaboration between the parties. The roles and responsibilities of the parties will be clearly outlined and the mechanisms for information sharing and dispute resolution will be outlined.

This protocol promotes best practices to ensure all decisions advance the best interest of First Nations children and families.

3 - Definitions

First Nations – shall have the same meaning as in Section 35 of the Constitution Act, 1982, which recognizes and affirms the First Nations rights of the First Nations people of Canada who are the Indian, Inuit and Métis people.

First Nations child - means a child

- (a) who is registered under the Indian Act (Canada),
- (b) who has a biological parent who is registered under the Indian Act (Canada),
- (c) who is 12 years of age and has a biological parent who
 - (i) is of First Nations ancestry, and
 - (ii) considers himself or herself to be First Nations, or
- (d) who is 12 years of age or over, of First Nations ancestry and considers himself or herself to be First Nations.

Aboriginal Operational and Practice Standards and Indicators (AOPSI) – operational and practice standards used by First Nations Child and Family Service Agencies to guide their practice (standards either meet or exceed those standards established by the Ministry of Children & Family Development).

CCO - means a child in the custody of a delegated child and family services agency under Continuing Custody Section 50 of the *Child, Family and Community Service Act (CFCSA)*.

Child – means a person under 19 years of age and includes a youth.

Child, Family, and Community Service Act (2002) CFCSA - is the provincial legislation that provides authority for the provision of child and family services.

Child in care – means a child who is in custody, care or guardianship of the Director under the *Child, Family and Community Service Act*.

Delegated First Nations agency - means a First Nations agency whose employees have been delegated authority under the *Child, Family and Community Service Act (CFCSA)* by the designated director.

Delegated director or director - means a person delegated by the Director designated by the Minister under the *CFCSA*.

Delegated services – means those services provided pursuant to the *CFCSA*.

Designated Representative - when used in relation to an Indian Band or First Nations community means a representative designated in accordance with the CFCSA regulations.

Funding Authority – means MCFD provincial regions and/or INAC depending on the MOU between the province and INAC.

Preventive Services – means support services provided by HCFSS for First Nations children and families such as advocacy, counselling, information and referral, family strengthening and cultural services as reflected in their Roots Are Forever Program and All My Relations Program.

Originating Agency - means the delegated First Nations agency who initiates a request for service (i.e. file transfer request, courtesy supervision).

Parties – means parties to this protocol.

Receiving Agency - means the delegated First Nations agency who receives a request for service.

Region - means a region as established by MCFD for the delivery of services in British Columbia.

4 - Guiding Principles

- First Nation, Urban First Nations and Métis communities and/or their representative agencies have a right and a responsibility to be involved in the planning for their member children and families wherever they reside.
- All decisions about transferring and/or sharing services including time frames, responsibilities and costs will consider a First Nations child's best interests.
- First Nations children and families are to be consulted throughout the planning process, including transfer of guardianship services and informed when services are transferred.
- In the transfer of services, the First Nations child or family, the identified First Nations community and/or Delegated First Nations Agency (if applicable) are involved.
- Those who have ongoing roles and responsibilities for services to the First Nations child and family are provided with relevant, timely information regarding the transfer of services.
- Planning for transfer of services involves both the Originating Agency and the Receiving Agency.

- Services are transferred and/or shared between or amongst the Originating and the Receiving Agency in a manner that promotes continuity of established plans and seamless service delivery to First Nations children, youth and families.
- Resources are developed locally to meet the needs of a First Nations child, unless it is in a First Nations child's best interest (consistent with section 71 of the *CFCSA*) to be placed in another region.
- First Nations families and children are entitled to timely, appropriate and consistent service within their community of residence.
- HCFSS asserts its' right to provide services to Haida children and families wherever they reside.

5 - Roles and Responsibilities

CSFS and HCFSS have a duty and an obligation to carry out their responsibility and authority according to the *CFCSA* and will adhere to the standards outlined in the Aboriginal Operational Practice Standards and Indicators (AOPSI). In keeping with the general principles of the *CFCSA* and AOPSI Guardianship Practice Standard 1: *Preserving the Identity of the Child in Care and providing Cultural Appropriate Services*, "The social worker will preserve and promote the cultural identity of the child in care and provide services sensitive to the child's views, cultural heritage and spiritual beliefs."

The Agency will assist in providing information and contacts regarding the culture and spiritual beliefs of the child's home community...

6 - Reciprocal Services

Where necessary, directors agree to provide reciprocal services within their respective levels of delegation and authority, including but not limited to:

- Advising each other by telephone and email of First Nations children and youth from their territories living in each others territory/community
- Serving court documents
- Conducting interviews on behalf of a requesting director
- Serving notices and witnessing consents
- Conducting home studies or family assessments

- Meeting First Nations children, guardians and/or individuals that are being transported through the region by public transportation
- Supervising contacts or visits between First Nations children and family members
- Other services agreed to by the directors

The parties will respond to the request for service within their capacity to provide the service. In order to acquire services, the Designated Representative requiring the service will contact the other Designated Representative in writing. The Designated Representative will ensure that their team is prepared for such requests and these requests are honoured on the basis of priority of notice and need. Provision of reciprocal services does not imply transfer of responsibility or authority for the file.

7 – Guidelines for Transferring Children in Care

In their planning for children the parties will adhere to Section 71 of the CFCSA:

(1) When deciding where to place a child, a director must consider the child's best interests.

(2) The director must give priority to placing the child with a relative or, if that is not consistent with the child's best interests, placing the child as follows:

(a) in a location where the child can maintain contact with relatives and friends;

(b) in the same family unit as the child's brothers and sisters;

(c) in a location that will allow the child to continue in the same school.

(3) If the child is a First Nations child, the director must give priority to placing the child as follows:

(a) with the child's extended family or within the child's First Nations cultural community;

b) with another First Nations family, if the child cannot be safely placed under paragraph (a);

(c) in accordance with subsection (2), if the child cannot be safely placed under paragraph (a) or (b) of this subsection.

In addition to the consideration of Section 71 of the CFCSA, parties will adhere to AOPSI Guardianship Practice Standard 6: *Deciding Where to Place the Child*.

When considering permanency options for their children CSFS and HCFSS will consider the following:

- Section 54.1 of the CFCSA, which allows for the transfer of a child from the Director to a person other than a parent.
- adoption plan for a child that has been identified in order to formalize a process to be followed
- where a long term placement has been identified, based on the permanency requirements of a child as per Section 71 and where the required financial resources for residential care can be secured on behalf of the child, the transfer of guardianship responsibilities will take place

8 - General Transfer Provisions

When the Originating Agency has identified a file they wish to transfer to a Receiving Agency, the social worker will notify the Urban First Nations, Métis and/or First Nations community that the family and/or child are affiliated with to advise them of the impending transfer.

The Originating Agency must inform the Funding Authority of the plan to transfer a file. The Funding Authority must be notified so that the transfer of the funds associated with the child is approved at that level.

The Originating Agency will call the Receiving Agency to request a transfer and then follow up with the basic information through e-mail to the Receiving Agency which includes:

- the type of file to be transferred
- the location of the child(ren) and family
- the legal status of the child(ren)
- information of the caregivers if the child(ren) are in care
- the plan for the child(ren)
- any additional costs

The Originating Agency, before transferring the file will:

- Reach agreement with the Receiving Agency about:
 - the reasons for the transfer
 - the timing of the transfer, including official date of transfer
 - the resources available to support the transfer
 - the written plan for the transfer

- Complete activities outlined in:
 - AOPSI Guardianship Practice Standard 14: *Case Documentation for Guardianship Services*
 - AOPSI Guardianship Practice Standard 15: *Transferring Continuing Care Files*

- Arrange meetings to facilitate the timely, physical file transfer

- Update SWSMIS with current information

- Notify the Public Guardian and Trustee of the transfer of the CCO file

- Review the file documentation, legal implications and budgetary criteria

The Receiving Agency will:

- Determine, in consultation with the Manager/Executive Director or Director, if they are able to accept the transfer and advice by email, the decision. If the transfer is accepted, a social worker will be assigned the case and will call the identified social worker from the Originating Agency to set up a case conference and transfer meeting. Whenever possible this will happen within 10 working days of the initial request

- Collaborate with the Originating Agency to revise service plans to reflect regional resources

- Complete activities outlined in AOPSI Guardianship Practice Standard 15: *Transferring Continuing Care Files*

- Agree, in writing, to assume responsibilities, for First Nations children / youth in care being transferred to the Delegated First Nations Agency

- Initiate contact with the child(ren) in care consistent with AOPSI Guardianship Practice Standard 15: *Transferring Continuing Care Files* and Standard 8: *Social Worker's Relationship and Contact With a Child in Care*

- Establish services as outlined in the written plans within 30 days of the transfer
- Update SWS/MIS with current information, including the First Nations child or family's new location, and the office responsible for the file

9 - Documentation / File Completion

In order to facilitate seamless delivery of services to First Nations children and families, case documentation from the Originating Agency will be sent to and accepted by the Receiving Agency within 30 days of the child and/or family being moved. Case documentation must meet the requirements of the standards outlined in the General Transfer Provisions section.

The Receiving Agency will accept the transfer as being complete when a standardized, culturally appropriate assessment and/or plan of care has been reviewed and updated within 3 months.

Where files do not meet the case documentation criteria for transfer, the Receiving and/or Originating Agencies will come to an agreement regarding the file transfer information to be included.

Unresolved delays in sending and/or accepting case documentation will be addressed through established procedures for conflict resolution. Please refer to the section entitled *Conflict Resolution Pertaining to File Transfers*.

10 - Financial and Budget Issues Pertaining to File Transfers

The Originating Agency will ensure that payment to the caregiver will continue to the end of the fiscal year, and that the caregiver has the information on the changes.

- The first option for the resource payment will be a lump sum payment, from the originating agency to the Receiving Agency, for the remainder of the fiscal year.

Other options, where suitable, can be:

- Monthly payments, from the Originating Agency to the Receiving Agency, (for monthly resource costs) for the remainder of the fiscal year, or,

- Direct monthly payments from the Originating Agency to the caregiver for the remainder of the fiscal year.

Upon receipt of a CS file, the Receiving Agency, where the lump sum payment has been accomplished, will immediately arrange for the care home to be included in their payment process, effective the official transfer date. If the Originating Agency continues to pay the caregiver the resource costs, the payments will continue to the end of the fiscal year.

The Originating and Receiving Agencies will determine responsibility for any extraordinary costs for a Continuing Custody Order.

With respect to Indian and Northern Affairs Canada (INAC) funded Children in Care:

Upon completion of the Notice of Discharge by the Originating Agency, the Receiving Agency will complete the Notice of Admission process and the funding for the child will then be transferred to the Receiving Agency. Whenever possible the transfer will occur at the end of a month, in order to facilitate a smooth transfer to begin on the 1st day of the following month (example: the Notice of Discharge is completed for December 31, therefore the Notice of Admission will begin on January 1).

11 - Conflict Resolution Pertaining to File Transfers

In the event of a dispute in file transfer matters (i.e. disagreements in transfer, difficulties in transfer and/or decision to return a file due to missing documentation), the parties will do their best to resolve the issue amongst themselves at the local level with the view to obtaining a mutually satisfactory resolution. Disputes are to be resolved on a case by case basis through joint meetings and discussions between staff involved in the matter. The purpose of the joint meeting is to reach consensus. If no agreement can be reached, the parties agree to refer the matter to the next appropriate administrative level. Where a dispute cannot be resolved at line, supervisory, management levels or director, the matter will be referred to a mediator agreed upon by all parties and the cost associated with this will be funded jointly by both agencies.

The levels at which disputes should be resolved are:

1. Agency supervisor to agency supervisor
2. Agency manager to agency manager
3. Agency director to agency director
4. Mediator

If there is disagreement about transferring responsibility for services, the parties resolve the conflict within 30 days of the transfer request, if at all possible. Prior to resolving the conflict, services are provided to the First Nations child or family by the Originating Agency.

Wherever possible, the entire transfer process should not exceed one month. If there are delays beyond this time frame, the social worker will advise their supervisors, and the supervisor will discuss further, as required.

12 - Information Sharing

Each agency agrees to facilitate the sharing of information within the context of confidentiality, respect for the child, youth, family and/or community member and within applicable legislation, policy and standards. As a general rule, personal information is shared with the consent of the persons who are the subject of the information. Personal information may be shared without the person's consent in situations involving the protection of a child and/or services on behalf of a child in care.

Parties may access information from each other in the following way:

- one to one contact – social workers and team leaders/supervisors may share information for the delivery of coordinated services
- in case conferences – parties may share information that contributes to effective case management of shared responsibilities
- through participation in joint team meetings to plan, manage, distribute and problem-solve caseload responsibilities
- through participation in joint professional development, training or information – sharing workshops/classes/events
- by discussing the “need to know” considerations in consultation with responsible parties' social worker and/or team leader/supervisor

13 - Reports of Child Abuse and/or Neglect

Team Members from both parties, who have reason to believe that a child has been or is likely to be physically harmed, sexually abused or sexually exploited, or needs protection due to the specific circumstances outlined in Sec. 13 of the CFCSA are legally responsible to report the matter to a MCFD child protection social worker. The CFCSA Sec. 14 *Duty to Report* applies to everyone, including service providers, family members and the general public.

Whenever possible the parties will immediately share information pertaining to Section 13 concerns of the CFCSA involving community members of each agency.

14 - Conflict Resolution

In matters of dispute around manner of service provision, best interest of the child will take precedence over the course of resolving disputes.

Disputes should be resolved at the level in which they occur following a process that clearly identifies the basis of the dispute. When a dispute arises, verbal communication will be the first course of action between the individuals for whom the dispute has arisen. If required, a letter clarifying the issue and the rationale of the individual raising the concern may be completed.

Any procedural issues or questions of jurisdiction that arise between the two agencies will be addressed by CEO/Associate Director of the agencies involved. If the conflict cannot be resolved with the Associate Director it will go to the Director and then the Executive Director.

Issues that remain unresolved can be referred to a mediator agreed upon by all parties and the cost associated with this will be funded jointly by both agencies.

15 - Commitment to and Implementation of Protocol

Each party agrees to work co-operatively with each other to facilitate continuity and minimize disruption in the delivery of services under this protocol to the extent permitted by legislation and policy.

Both parties are responsible for ensuring that the staff of their organizations are trained in and implement the protocol.

Either party to this agreement may request in writing a meeting to clarify a specific section of this protocol. Any revisions agreed to must be stated in writing and attached as an appendix and then incorporated into the body of the protocol at the 12 month review.

The parties agree to meet every 12 months or at other intervals agreed upon to review all matters with respect to interpretation, implementation; updating of information, local resources and contact information.

If the parties change level of delegation or responsibilities, this protocol may be amended to outline emerging and ongoing service delivery agreeable to the parties in this agreement.

16 - Term of the Agreement

This protocol will take affect on the date of signing for a term of three years.

17- Amendment and Termination

This Agreement, and any subsequent Agreements, may be amended in writing from time to time with the agreement of both Parties. At any time, either Party may provide written notice to the other of the need to negotiate amendments, or the Parties will thereafter meet in a timely fashion to endeavour to negotiate and implement amendments.

This Agreement may be terminated by either Party on 60 days written notice to the other Party. This notice shall include the reason for termination. The notice may also include details of measures that may be taken by the Parties in order for a new Agreement to be entered into between the Parties.

19 - Signatories



**Haida Child & Family Services
Society**

**Wayne Wilson, Chair
Board of Directors**

**Wilson Brown, Co-Chair
Board of Directors**

Witness

Sept 21, 2007
Date



Carrier Sekani Family Services

**Mary Teegee, Director
Child and Family Services**

Warner Adam, Executive Director

Witness

Sept 21/07
Date