

***Protocol Agreement
2015***

***Vancouver Aboriginal Child and Family
Services
Society***



Haida Child and Family Services Society



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**VANCOUVER ABORIGINAL CHILD & FAMILY SERVICES SOCIETY
HAIDA CHILD & FAMILY SERVICES SOCIETY PROTOCOL AGREEMENT**

Between: *Vancouver Aboriginal Child and Family Services Society*
(Hereinafter referred to as *VACFSS*)

And: *Haida Child and Family Services Society*
(Hereinafter referred to as *HCFSS*)

1. INTRODUCTION

VACFSS has delegated responsibility, in the City of Vancouver to deliver a full range of services under the *Child, Family and Community Service Act (CFCSA)* including child protection services, guardianship care for children in Continuing Care (CCOs), the development and support of contracted residential resources. In addition to delegated services, *VACFSS* provides Family Preservation and Reunification Services that are limited to referrals from the Child Protection Program.

The *HCFSS* has the delegated responsibility for the provision of delegated services including Resource Development and Voluntary Family Services (C-3). The *HCFSS* also provides a variety of non-delegated support services.

It is the intent of *VACFSS* and *HCFSS* to ensure the *HCFSS*'s children's rights to familial and cultural continuity are incorporated throughout this protocol. *VACFSS* will make every effort to achieve this goal through their partnership with *HCFSS*.

This protocol provides a framework for:

- delivering consistent, quality services to Haida children and families receiving services from *VACFSS*
- coordinating services between *VACFSS* and *HCFSS* for Haida children and families as needed

2. OBJECTIVES

VACFSS and *HCFSS* will work to ensure that the rights under the *Child, Family and Community Services Act (CFCSA)* of Haida children and families are met through the development and implementation of these protocols.

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

This protocol promotes best practices to ensure all decisions promote the safety and well-being of Haida children and families. It is also based on the principle that the safety and best interests of children are primary considerations in all decisions relating to services.

3. DEFINITIONS

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

Aboriginal Affairs and Northern Development Canada (AANDC) – means the federal department responsible for Indians, Inuit and Northern Affairs. This Department has primary responsibility for meeting the federal government's constitutional, treaty, political and legal responsibility to First Nations, Inuit and Northerners.

Aboriginal 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 under 12 years of age and has a biological parent who
 - (i) is of aboriginal ancestry, and
 - (ii) considers himself or herself to be aboriginal, or
- (d) who is 12 years of age or over, of Aboriginal ancestry and considers himself or herself to be Aboriginal.

Aboriginal Operational and Practice Standards and Indicators (AOPSI) – are operational and practice standards used by Aboriginal Child and Family Service Agencies to guide their practice and operations.

Band - means a band as defined in the *Indian Act (Canada)* and includes a Band Council

Child - means a person less than 19 years of age and includes a youth.

Child, Family, and Community Service Act (RSBC(1996), updated to December 2014) 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 (CFCSA)*.

Continuing Care Order (CCO) – means a child in the care of a delegated child and family services agency under Continuing Care Section 50 of the *Child, Family and Community Service Act (CFCSA)*.

Delegated Aboriginal Agency – means an Aboriginal agency whose employees have been delegated authority by the Director under the *Child, Family and Community Service Act (CFCSA)*.

Delegated 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 aboriginal community, means the person who holds the position named in the *CFCSA Regulations* to receive court notices and to appear in Family Court on behalf of the Nation's children in *CFCSA* matters. According to the *CFCSA Regulations (Schedule 1)*, the Designated Representative for Skidegate is the Band Council Social Worker. The Designated Representative for Old Masset is the Old Masset Social Development Officer.

Funding Authority – means MCFD provincial and/or regional and/or Aboriginal Affairs and Northern Development Canada (AANDC) depending on the Memorandum of Understanding between the province and (AANDC)

Haida Child – means a child of Haida ancestry. All people of Haida Ancestry are citizens of the Haida Nation.

Haida Child and Family Services Society (HCFSS) – is a C3 delegated agency on Haida Gwaii providing services to children and families for affiliated communities.

Non-Delegated services – means support services provided through *HCFSS* which include advocacy, counseling, supervision of access, information, parenting courses and referral and transportation to other services.

Originating agency – means the delegated aboriginal agency initiating a request for service including file transfer request, courtesy supervision and requests for other required services.

Parties – means parties to this protocol.

Receiving agency – means the delegated aboriginal agency receiving a request for service.

Region – means a region as established by the Ministry of Children and Family Development (MCFD) for the delivery of services.

Vancouver Aboriginal Child and Family Services Society (VACFSS) - is a fully delegated urban agency providing a full range of services pursuant to the *Child, Family and Community Service Act*.

VACFSS Aboriginal Intake and Family Services – means the delegated *VACFSS* child protection and family support services provided pursuant to the *CFCSA*, including collaborative practice team services.

VACFSS Aboriginal Family Preservation and Reunification Program – means the *VACFSS* voluntary Aboriginal family preservation and reunification services for children, youth and their families across the City of Vancouver. It provides goal-oriented home-based services with multiple components to prevent out-of-home placement, reduce risk of maltreatment as well as providing key support services in order to return a child to the family. Referrals for *VACFSS* family preservation services are made through fully delegated *VACFSS* Social Workers.

4. LEGISLATION & STANDARDS GUIDING PROTOCOL

Child Family and Community Service Act (CFCSA)
Aboriginal Operational Standards and Indicators (AOPSI)
Family Relations Act
Infants Act
Criminal Code of Canada
Freedom of Information and Protection of Privacy Act
Indian Act
Societies Act
Youth Criminal Justice Act
Band Council Resolutions (when applicable)
Haida Constitution
Other applicable laws and regulations

5. GUIDING PRINCIPLES

- All people that are involved will be treated respectfully.
- First Nation and Urban Aboriginal 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 are based on consideration of an Aboriginal child's safety and well-being and on the best interests of an Aboriginal child.
- Aboriginal children and families are to be consulted throughout the service planning process.
- In the transfer of services, the Aboriginal child or family, the identified Aboriginal community and/or Delegated Aboriginal Agency (if applicable) are involved.
- Those who have ongoing roles and responsibilities for services to the Aboriginal child and family are provided with relevant, timely information regarding the transfer of services.
- Planning for transfer of services involves both the originating delegated agency and the receiving delegated agency.
- Services are transferred or shared between or amongst Delegated Aboriginal Agencies in a manner that promotes continuity of established plans and seamless service delivery to Aboriginal children, youth and families.
- Resources are developed locally to meet the needs of an Aboriginal child, unless, as consistent with Section 71, *CFCSA* it is in an Aboriginal child's best interest to be placed in another region.

- Aboriginal families and children are entitled to timely, appropriate and consistent service within their community of residence.

6. ROLES AND RESPONSIBILITIES

VACFSS and HCFSS have a duty and an obligation to carry out their responsibilities 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 with AOPSI Guardianship Practice Standard 1: Preserving the identity of the child in care and providing culturally 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.'*

VACFSS and HCFSS believe, adhere and commit to the following:

- kinship ties and a child's attachment to the extended family will be preserved
- the cultural identity of aboriginal children will be facilitated and strengthened
- delegated Aboriginal agencies will be involved in the planning of services to their members
- services will be planned and provided in ways that are sensitive to the needs and the cultural, racial and religious heritage of those receiving the services

7. RECIPROCAL SERVICES

Where agreed, reciprocal services will be provided within the levels of Delegation and Authority of the parties, including but not limited to:

- serving court documents pertaining to a file that is known to both agencies
- conducting non-protection interviews on behalf of a requesting Director
- serving notices and witnessing consents pertaining to a file
- conducting home studies or family assessments to facilitate a transfer of a file
- supervising contacts or visits between Aboriginal children and family members
- other services agreed to by the Directors

The parties will respond to the documented request for service within their capacity to provide the service. In order to acquire services, the Social Workers, Supervisors or Managers depending on the request, contacts their counterparts in writing. Both parties will ensure that their staff 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.

Within 2 working days of completion the receiving agency carrying out the service must follow up with the referring agency and provide information regarding outcome of the service request. If the service request could not be completed, a reason must be provided, in a timely manner, to the originating agency attempting to complete the request.

7. A) COURT DOCUMENTS TO BE SERVED TO;

ATTENTION;

IF FAMILY IS FROM OLD MASSETT;

CHIEF COUNCILLOR
OLD MASSETT VILLAGE COUNCIL
P.O. BOX 189,
348 EAGLE AVENUE
MASSET, B.C. V0T- 1M0
PHONE) 1-250-626-3337
FAX) 1-250-626-5440

IF FAMILY IS FROM SKIDEGATE;

CHIEF COUNCILLOR
SKIDEGATE BAND COUNCIL
P.O.BOX 1301,
848 HWY 16,
COMMERCIAL CENTRE (2ND FLOOR)
PHONE) 1-250-559-4496
FAX) 1-250-559-4496

PLEASE CC ALL COURT DOCUMENTS SERVED TO HCFSS;

EXECUTIVE DIRECTOR
OLD MASSETT OFFICE
P.O. BOX 86
MASSETT, B.C.
V0T-1M0
PHONE) 1-250-626-5257
FAX) 1-250-626-5287

8. GUARDIANSHIP

Where children are under the guardianship care of VACFSS, the parties will work cooperatively at all stages of planning for the child in care, whether it be in the process of developing comprehensive plans of care or at significant junctures in the child's life.

HCFSS

- will assist the VACFSS guardianship worker in identifying the child's genealogical background when requested and in locating and fostering relationships between the child and extended family

- actively encourage the repatriation of a child to her/his immediate family and extended family where a suitable long term placement has been identified for the child
- will assist the guardianship worker in providing exposure to and inclusion of children in cultural events consistent with their heritage and seek information that provides children with their history as a Nation and as a community
- will assist *VACFSS* to identify resource people from the child's home community residing in Vancouver and the Lower Mainland who could facilitate the child's learning about the culture

VACFSS:

- will consult with children as per the rights of children as outlined in Section 70(1) of the *CFCSA* which states that children have a right to be consulted and to express their views, according to their abilities, about significant decisions affecting them
- will work with the *HCFSS* in identifying the child's genealogical background and in locating and fostering relationships between the child and extended family
- actively support the repatriation of a child to her/his immediate family and extended family where a suitable long term placement has been identified for the child
- will support and encourage caregivers in providing exposure to and inclusion of children in cultural events consistent with their heritage and seek information that provides children with their history as a Nation and as a community
- maintain a list of resource people from the affiliated Nation(s) residing in Vancouver and Lower Mainland who could facilitate learning about the child's culture

In their planning for children *VACFSS* will consider *CFCSA* Section 71:

- (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 an Aboriginal child, the director must give priority to placing the child as follows:
 - (a) with the child's extended family or within the child's aboriginal community
 - (b) with another Aboriginal 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*, *VACFSS* will adhere to *AOPSI* Guardianship Practice Standard 6: *Deciding Where to Place the Child*.

VACFSS will make every effort to ensure that siblings are placed together and if this is not possible will arrange frequent and regular contact among siblings who have been separated. In addition, *VACFSS* will promote contact between children and their birth family members and communities.

VACFSS will meaningfully consult the HCFSS when identifying the following permanency options for the HCFSS's children:

- Section 54.1 of the CFCSA which allows for the transfer of a child from the Director to a person other than a parent
- formalizing the process to be followed when an adoption plan for a child has been identified
- the transfer of guardianship of a child in Continuing Care to another delegated agency where a long term placement has been identified based on the permanency requirements as per Section 71 and where the required financial resources for residential care can be secured on behalf of the child

9. FAMILY PRESERVATION AND REUNIFICATION PROGRAM

VACFSS delivers non-residential Aboriginal Family Preservation and Reunification services to children, youth and their families across the City of Vancouver. Family Preservation and Reunification provides goal-oriented home-based service with multiple components to prevent out of home placement and to reduce risk of maltreatment. Services focus on families twelve years of age and younger; however it may include families with both children and youth. VACFSS will offer their Family Preservation and Reunification Program to *Haida* families living in Vancouver. All referrals to the services will be made by VACFSS delegated Social Workers.

It is the intent of VACFSS and the HCFSS to ensure that Haida children and families living in Vancouver receive services that include individual support, provided by a Family Preservation and Reunification Counselor, supplemented by a range of associated services designed to support and maintain progress achieved. All Family Preservation and Reunification services will be culture-based and will incorporate Aboriginal values, traditions, resources and practices.

10. INFORMATION SHARING

Each agency agrees to facilitate the sharing of information within the context of confidentiality, respect for the client 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. To the extent permitted or required by legislation, personal information may be shared without the person's consent in situations involving the protection of a child or services on behalf of a child in care.

11. REPORTS OF SUSPECTED CHILD ABUSE AND NEGLECT

Staff from both parties who have reason to believe that a child has been or is likely to be in need of protection due to specific circumstances outlined in CFCSA Section 13 are legally responsible to report the matter to a Child Protection Social Worker. The CFCSA Section 13 applies to everyone including service providers, family members and the general public.

12. FINANCIAL AND BUDGET ISSUES

The parties each receive funding from provincial and/or federal authorities for the residential and guardianship costs of children in their care. It is therefore agreed that no funds will accompany the transfer of CICs between the delegated agencies. The agency receiving the child accepts full responsibility for their residential and guardianship costs from the time the transfer takes effect. The sending and receiving agencies will co-ordinate their work with the caregivers to ensure that the foster home payments are not interrupted during the transfer process.

13. PEACEMAKING (Collaborative Dispute Resolution)

The Peacemaking process applies to the implementation of this protocol and may be invoked at anytime during the term of the Agreement. The Peacemaking process is a flexible, inclusive process intended to facilitate the peaceful, respectful resolution of disagreements between parties to this Agreement. It is intended to be a guiding process to assist people with relating in harmony.

This process will consist of participation of the parties in a resolution circle intended to foster trust, honesty, respect, equality and consensus. Participants in the circle will be chosen in each individual case, based on the individual's ability to assist in the resolution process and may included external cultural support.

The best interests of the child will guide case planning and decision making by all parties. In the event there is a conflict, it is expected that the *HCFSS* and *VACFSS* will try to resolve the issue in a timely manner utilizing the principles established within this agreement

14. LIABILITY

The parties agree that Section 101 of the *CFCSA* applies to the Delegated Staff of *VACFSS* and the *HCFSS* in the exercise of delegated authority:

No person is personally liable for anything done or omitted in good faith in the exercise or performance or intended exercise or performance of:

- a) a power, duty or function conferred by or under this Act, or
- b) a power, duty or function on behalf of or under the direction of a person on whom the power, duty or function is conferred by or under this Act

15. COMMITMENT TO AND IMPLEMENTATION OF PROTOCOL

Each party commits 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. 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. A designated VACFSS representative will provide a list of the children in care to the HCFSS worker for the purpose of arranging meetings to discuss the child's plan of care and consider it within the context of the principles outlined within this protocol.


16. INTERPRETATION AND MODIFICATION OF 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.


17. TERM OF THE AGREEMENT

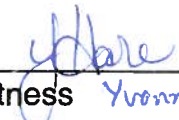
This protocol will take effect on the date of signing for a term of three years.

18. SIGNATORIES


Executive Director on behalf of
Haida Child & Family Services Society


Chief Executive Officer on
behalf of Vancouver
Aboriginal Child & Family
Services Society


Witness Cheryl Williams, Gitksan C.F.


Witness Yvonne Hare, SC w/exm *

Date: June 17/15

Date: June 17, 2015

