

**PROTOCOL AGREEMENT**

***BETWEEN***

**HAIDA CHILD AND FAMILY SERVICES SOCIETY**

***AND***

**SKIDEGATE BAND COUNCIL**

October 2014

## **1. INTRODUCTION**

This is a partnership between the Skidegate Band Council (SBC) and the Haida Child and Family Services Society (HCFSS)

The HCFSS has the delegated responsibility for the provision of delegated services including C-3 services. The HCFSS also provides a variety of non-delegated support services.

The values of our nation are primarily based on our Elder's traditional knowledge and leadership, relationship to the land and sea, each other and our Haida constitutional responsibilities.

## **2. OBJECTIVES**

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. GUIDING PRINCIPLES**

- All people that are involved will be treated respectfully.
- All decisions are based on consideration of a Haida child's safety and well-being and on the best interests of an Aboriginal child.
- Haida children and families are to be consulted throughout the service planning process.
- Those who have ongoing roles and responsibilities for services to the Haida child and family are provided with relevant, timely information regarding the transfer of services.
- Resources are developed locally to meet the needs of a Haida child, unless it is in a Haida child's best interest (consistent with Section 71 of the CFCSA) to be placed in another region.
- Haida families and children are entitled to timely, appropriate and consistent service.

#### 4. ROLES AND RESPONSIBILITIES

HCFSS has 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).

HCFSS is required to submit reports to the Federal and Provincial governments and will need statistical information from SBC regarding numbers of children listed on the registry. HCFSS and SBC will work cooperatively to supply each other with stats and other information that is required for such reports as long as such information is consistent with the legislation that guides their mandated authority. These will include but not limited to the Child count with names, etc.

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.'

HCFSS believes, adheres and commits to the following:

- Kinship ties and a child's attachment to the extended family be preserved
- The cultural identity of Haida children be facilitated and strengthened
- Services will be planned and provided in ways that are sensitive to the needs and the Haida cultural, racial and religious heritage of those receiving the services

When the Skidegate Band Council or its employees receives a report from the Ministry of Children and Family development

**Step 1.** The Skidegate designated band representative is to contact in a face-to-face meeting a delegated representative of Haida CFSS about an intake report for any Haida family before the end of the next business day. During the meeting the SBC designate will transfer to HCFSS designate all information on the child

*During daytime business hours the delegated social worker can be contacted at either (250) 626-5257 (Old Massett Office) or (250) 559-8400 (Skidegate Office).*

**Step 3.** HCFSS delegated social worker will accompany the MCFD social worker on the intake call-out.

**Step 4.** HCFSS social worker will assist the MCFD worker in advising the family of the outcome of the intake report with respect to planning for them. HCFSS will be available to continue working with MCFD around the supports needed for the family depending on the outcome of the intake report.

## **5. 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.

## **6. 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.

## **7. DISPUTE RESOLUTION PROCESS**

Both SBC and HCFSS are committed to the resolution of disputes between each other.

Where a dispute arises with respect to interpretation, application, implementation, or operation of this Agreement between a representative of the SBC and HCFSS, and the matter cannot be resolved directly by these parties, the following process will be followed:

- a) The parties will attempt to resolve any disputes locally, worker to worker. If they cannot, or if they have further conflict, they will then refer the matter to their respective supervisors.
- b) The supervisors will discuss and attempt to resolve the alleged dispute. If the dispute cannot be resolved to either party's satisfaction, the matter is then referred to the CAO of the SBC and the Executive Director of HCFSS.
- c) Either the CAO (SBC) or the Executive Director may give the other written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include: (i) a statement of the party's issue or concern and a summary of arguments supporting the position taken on the issue, and (ii), the names of two persons who will sit on a committee to attempt to resolve the matter.

- Within 30 days after delivery of the initial notice, the committee shall meet at a mutually agreeable time and place and thereafter as often as they deem necessary to resolve the issue by consensus.


d) If the dispute has not been resolved by negotiation within 45 days of the initial notice of negotiation, or if the parties failed to meet within 30 days after delivery,

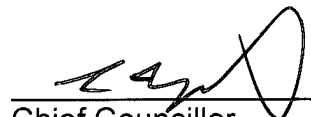
At no time should disagreements about the course of any intervention take precedence over the principle that the paramount interest is to preserve the safety and best interest of the child.


## 8. TERM OF THE AGREEMENT

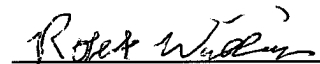
This protocol will take effect on the date of signing for a term of three years.

## 9. SIGNATORIES

  
\_\_\_\_\_  
Executive Director  
on behalf of  
**Haida Child and Family Services Society**

  
\_\_\_\_\_  
Chief Councillor  
on behalf of  
**Skidegate Band Council**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

Date: Oct 29, 14

Date: Oct 29, 14