

Protocol Agreement

Between

**“Lower Kootenay Band”
(the “Band”)**

And

**“Ktunaxa Kinbasket Child and Family Services Society”
(the “KKCFSS”)**

And

**“The Ministry of Children and Family Development –
Kootenay Region”
(the “MCFD”)**

**Hereinafter referred to as
“ The Parties”**

(A) Introduction:

Whereas, the Lower Kootenay Indian Band, hereinafter referred to as the “Band” has an inherent right in the provision of support, in the prevention of harm, in the development of plans, and in safety and well being of their member children and families, and;

Whereas, the Ktunaxa Kinbasket Child and Family Services Society hereinafter referred to as the “KKCFSS” has been created by the 5 member bands of the Ktunaxa Nation and Kinbasket People to provide child & family services through the Ministry of Children and Family Development hereinafter referred to as the “MCFD” delegation agreement dated July 1999 and;

Whereas, the MCFD is working together with KKCFSS and the Band to provide support services and ensure the safety and well being of the children and families of the Band and;

Whereas, the MCFD continues to hold responsibility for the investigation of child abuse and neglect of the Lower Kootenay member children in accordance with the CFCSA and;

Whereas, the Parties agree on the following matters:

(B) Goal:

To ensure that “member children” of the Band are protected from abuse and neglect and that member families receive services to ensure that their children develop a healthy and abuse free lifestyle. The intent of this protocol agreement is to strengthen the working relationships between the “Parties” to provide a more effective and efficient quality of services and increase our collective capacity to ensure the safety, health, and well being of Band member children.

In order to achieve a healthy community and to reduce risk to children early intervention and preventative services are key to service delivery.

(C) Guiding Principles of this agreement:

The following principles offer the guidance for provision of services to the Band’s children and families that respects the cultural strengths and supports the desire to increase the participation and capacity for involvement surrounding the care, safety and well being of the children and families:

- Children are entitled to be protected from abuse, neglect and harm or threat of harm;
- Services will be planned and provided in a manner which is sensitive to the needs of culture and heritage;
- The Band will be involved in the planning and the delivery of services to their families and children;
- A family is the preferred environment for the care and upbringing of children and the responsibility for the protection of children rests primarily with the parents;
- Support services will be provided in order to provide a safe and nurturing environment for a child;
- Whenever possible the views of member children who have the ability to understand, comprehend and communicate effectively will be taken into consideration and evaluated by the “Parties” when decisions of a child are to

be made. Legislation dictates that a child of the age of 12 years old is able to understand, comprehend and communicate their views.

- Kinship ties and a child's attachment to the extended family will be preserved when possible;
- Every effort will be made by the “Parties” to ensure that the cultural identity of aboriginal children will be preserved;
- Every effort will be made and implemented in a timely manner in making Band decisions relating to member children

(D) Organizational Responsibilities:

Ministry of Children and Family Development

Ministry social workers receive and investigate all complaints of abuse and neglect of children as defined by the *Child, Family and Community Services Act*. The primary objective is to fulfill this goal in a manner that ensures the safety and well being of the children while maintaining or restoring the integrity of the family wherever possible.

- 1) MCFD will inform the band who will in turn will inform KKCFSS of all child protection reports involving Lower Kootenay Community Members and invite their participation in the investigation.
- 2) MCFD will work cooperatively with the Band and KKCFSS.
- 3) MCFD is responsible for the investigation of all abuse and neglect complaints for Community members on and off reserve.
- 4) MCFD is responsible for Risk Decisions 1 through 9 in consultation with Band and KKCFSS Representatives.
- 5) MCFD will include Band members and KKCFSS staff in Ministry training events.
- 6) MCFD will utilize the support services of KKCFSS Support staff.
- 7) MCFD is responsible of ensuring that appropriate resources are available.

The Band:

(Lower Kootenay Band Representatives are delegated through chief and council)

- 1) MCFD will contact the Band, who in turn will contact KKCFSS for all Child Protection reports for on and off reserve community members.
- 2) The Parties will assess all child protection reports for community members on and off reserve.
- 2a) MCFD has the responsibility to determine whether a report is investigated and will articulate the reasons in writing to the Band for the decisions made.
- 3) For Child Protection reports on community members, MCFD will invite Band Representative to meet with themselves and the family. The Band will advise

KKCFSS and KKCFSS will determine their level of involvement in a case by case basis.

- 4) The Band, in consultation with the KKCFSS when required, will identify culturally appropriate services to be incorporated into the risk reduction service plan with the objective to reduce risk. Final approval for the risk reduction service plan lies with the MCFD. Development of the Risk Assessment will be done collectively with the Parties.
- 5) The Parties will identify and develop appropriate out-of-home aboriginal placements.
- 6) Chief and Council or a representative of the Band will be present at all court proceedings under the Child, Family & Community Services Act for community members.
- 7) The Band, in consultation with KKCFSS, will assist the MCFD with preserving the child's cultural identity.
- 8) A Band and/or KKCFSS representative will participate in conjunction with the MCFD in risk assessments regarding community members
- 9) A Band and/or KKCFSS representative will participate in conjunction with the MCFD in plan of care meetings regarding a community member.

Resources:

Lower Kootenay Band
Chief and Council
Education Coordinator
Wellness Center
Drug & Alcohol Counselor
Youth Worker
Fetal Alcohol Prevention Worker
Band Administrator
Community Health Advocate
Income Assistance Worker
Community School
Housing Officer
Education Society

KKCFSS:

KKCFSS will deliver the following Level 12 services:

- Support Services to Families,
- Residential Resources, and

- Voluntary Care and Special Needs Agreements.

KKCFSS is working towards Level 13 delivery of guardianship services to children in continuing custody.

- 1) During the transition period, MCFD will assist in the development of “child and family” services. MCFD and KKCFSS will work in cooperation in the area of “resource development”. KKCFSS will develop resources in the community. KKCFSS will work on determining the most appropriate resource placement to match needs. KKCFSS will develop and approve kinship care homes. KKCFSS will be able to access resources through MCFD. This is all dependent upon adequate dollars.
- 2) KKCFSS and MCFD will work cooperatively regarding case management of cases involving community members. KKCFSS will provide non-protective family support services through support services agreements. The Parties will work cooperatively in developing service plan agreements with families that both KKCFSS and MCFD are involved in.
- 3) KKCFSS will assess the need for and enter into Voluntary Care and Special Needs Agreements.
- 4) KKCFSS is connected to MCFD’s Social Work System Management Information System (SWSMIS) a centrally managed computer system.
- 5) KKCFSS will respect Band practices and will provide educational forums that work towards incorporating standards and practices of KKCFSS into Band policy.
- 6) MCFD and KKCFSS will jointly develop a process for the transfer of continuing custody files.
- 7) KKCFSS will develop an overall strategic plan with participation of the Band.
- 8) Surrounding the objectives of the KKCFSS delegation agreement, protocols with the communities will remain a priority. Protocols with community partners have moved beyond MCFD to other areas (justice, health, schools).
- 9) KKCFSS will provide a financial contribution to the Band for the services provided by the Band’s/KKCFSS Liaison.
- 10) KKCFSS staff will be available for cross-cultural training to the Band and MCFD representatives.
- 11) KKCFSS will perform other tasks and duties not outlined in this protocol through referral.

Resources:

Director of Administration
Secretary
Administrative Assistant
1 Full-time and 1 half time Family Support Worker
1 Social Worker/Delegated Supervisor
1 Social Worker
Board Members
1 Reconnection Worker
Child Protection Consultant 1 day per week from MCFD

(E) Referrals for Service:

- 1) MCFD will complete a referral package to request KKCFSS services for Lower Kootenay Band families receiving services from MCFD. MCFD will refer non-protective intakes and requests for service by Lower Kootenay Band families to KKCFSS when those families live on reserve. MCFD will advise KKCFSS of service being provided by MCFD to Lower Kootenay band families. Where both MCFD and KKCFSS will be providing services to a family a co-case management agreement will be completed.
- 2) KKCFSS will determine if families meet the referral criteria of its services.
- 3) KKCFSS has access to MCFD contracted services in consultation with a MCFD Supervisor.

(F) Support Services To Families (Level 12)

KKCFSS will provide voluntary non-protective support services to families living on the Lower Kootenay Indian Band. MCFD will continue to provide protective family services to families living on the Lower Kootenay Indian Band.

KKCFSS, dependent on resource availability, may provide Voluntary Family Support Services to Lower Kootenay Band families living off reserve and assist in the provision of services to Ktunaxa/Kinbasket families receiving protective services from MCFD.

(G) Residential Resources (e.g. Kinship Care Homes) (Level 12)

Section 71 (Out-of-home living arrangements) of the *Child, Family and Community Service Act*, identifies the following placement priorities for aboriginal children:

- With the child's extended family or within the child's aboriginal community,
- With another aboriginal family, if the child cannot be safely placed as stated above, or
- In a location where the child can maintain contact with relatives or friends, in the same family unit as the child's siblings, or in a location that allows the child to attend the same school, if the child cannot be safely placed as stated above.

KKCFSS is delegated for the provision of residential resources for children in care both on and off reserve. KKCFSS will recruit, orientate, study, train, support, monitor, and close Kinship Care and other residential resources. MCFD will be responsible for the investigation of abuse and neglect in KKCFSS' residential resources. A protocol for resource sharing will be developed between KKCFSS and MCFD.

(H) Voluntary Care and Special Needs Agreements (Level 12)

KKCFSS is delegated to enter into Voluntary Care and Special Needs Agreement for children living on the Lower Kootenay Band. These agreements will be used when children do not require protective services, unless there is an agreed upon plan and co-management agreement between KKCFSS and MCFD where KKCFSS provides care while MCFD ensures the protection issues are addressed. If a protection concern arises while a child is KKCFSS' care under a Voluntary care or Special needs agreement KKCFSS will immediately notify a MCFD delegated social worker.

(I) Guardianship to Children in Continuing Custody (Level 13)

All foster/kinship care parents can access the 24- hour foster parent support line. Upon receipt of Level 13 delegation KKCFSS and MCFD will negotiate the transfer of each child in continuing custody that is appropriated for transfer from MCFD to KKCFSS.

(J) After Hours Service Delivery:

KKCFSS will ensure the Community Information Session (CIS) is kept up to date for MCFD's After Hours (help line staff). This will include leaving alert on this system for critical situations and ensuring emergency contacts on kept up to date.

Any protection responses required after hours will be provided by MCFD. Any non-protection crises involving voluntary support services, care agreements, or foster parent support KKCFSS staff can be called by the MCFD After hours help line.

(K) Information Sharing:

The Parties agree to share all relevant information they may have about a particular family, child or situation with each other on a case by case basis. Designated representatives of KKCFSS and/or the Band will have access to MCFD files on Lower Kootenay Band families during regular office hours when they are working with a family. Whenever possible, information should be shared with the written consent of the client. MCFD agrees to share information with the designated representative of the Band and/or KKCFSS, when they are involved in collaborative decision-making and service planning with a mutual client. MCFD agrees to provide to designated representatives of the Band and/or KKCFSS with copies of:

- the child's plan of care;
- risk reduction service plans as a result of a comprehensive risk assessment
- Any assessments (developmental, psychiatric, psychological) which impact the nature of planning services for a child or family;

The Band will be entitled to full disclosure (as per section 64 of the Child & Family Act) of all information with respect to a court case as they are a party to any matter regarding a child who is registered or entitled to be registered with the Band.

CFSA Section 64. Full disclosure to parties

- (1) If requested, a party to a proceeding under this Part, including a director, must disclose fully and in a timely manner to another party to the proceeding**
 - (a) the orders the party intends to request,**
 - (b) the reasons for requesting those orders, and**
 - (c) the party's intended evidence.**
- (2) The duty to disclose under subsection (1) is subject to any claim of privilege.**
- (3) Evidence may be excluded from a hearing under this Part if no reasonable effort was made to disclose the evidence in accordance with this section.**

The Director must always attempt to obtain a person's consent to disclosure where desirable and appropriate. Section 79 of the CFCSA permits the Director to disclose information, whether recorded or not, without the consent of anyone for specified purposes. If such disclosure must be made without consent, the

Or by dialing “0” and asking for ZENITH 1234

In most cases, a child protection social worker is to be involved immediately. In most communities, there is 24 hours a day coverage for emergencies.

Social workers consider a range of services or plans to ensure the safety of a child. If safety can be assured, it is preferable that children remain in their own home. Removal is the last option considered.

Where anyone has any doubts about whether a situation should be referred to the Ministry of Children and Family Development, consultation is available 24 hours a day through the local office and the Provincial After Hours line (1-800 663-9122) (1-604 660-4927) or by calling the operator and asking for ZENITH 1234.

(M) Investigations:

Wherever practicable, investigations of child abuse, which occur on and off reserve, will be conducted with a Band representative present wherever possible. Where investigations occur after hours, MCFD social workers will attempt to contact Band representative to assist. No investigation will be delayed unduly where reasonable attempts have been made to contact a band representative. The Band will notify KKCFSS to determine KKCFSS’s level of involvement.

(N) Removals:

The Band will be notified who in turn will notify the KKCFSS of the removal of children on and off reserve.

In case of a planned removal, Band Council or a representative will be notified by MCFD and their support will be sought. The final decision for removal of a child rests with the MCFD social worker. In the event that Band staff are unable to be notified, they will be notified as soon as possible the next working day. The Band will be provided with a copy of the Report to Court and notified of the Presentation Hearing.

Lower Kootenay Band:

Chief: Chris Luke Sr. (w) 250-428-4428

Councillors:

Arlene Teasley (w) 250-428-4428
Jason Louie (w) 250-428-4428
Mary Basil (w) 250-428-4428
Zach Basil (w) 250-428-4428

Administrator:

Ktunaxa Kinbasket Child and Family Services:

Director of Administration:

Debbie Whitehead (w) 250-489-4563 (h) 250-426-2249
(c) 250-417-7405

Social Work Supervisor:

Eva Coles-Hillary (w) 250-342-6379 (h) 250-342-8819
(c) 250-341-1366

(O) Service of Court Documents:

Lower Kootenay band identifies the Social Development Officer as the designated representative for service under sections 38(1)(c) and 49(2)(c). This will be reflected in Schedule 1 of the *Child, Family and Community Services Act*.

As required by sec 38(1)(c) and 49(2) (c) of the *Child, Family and Community Services Act* the Social Development Officer will be served for the Protection Hearing under sec 40 and any other relevant sections of the CFCSA. MCFD will provide a copy of all court documents to KKCFSS in addition to serving the designated representative.

(P) Aboriginal Organization:

Schedule One of the Child, Family and Community Services Act Regulations establish KKCFSS as the applicable aboriginal organization prescribed in the regulations for the purpose of this 34(3)(d), if the child is an aboriginal child.

(Q) Representing the Aboriginal Community:

Lower Kootenay Band identifies the Social Development Officer as the designated representative of the aboriginal community. Family, band and extended community will continue to have an important role in assisting in the planning for the children of the Band who are in the care of MCFD.

(R) Planning for children:

Long term planning for member children and other children living on reserve will be done jointly by the Parties and the child's family.

(S) Off Reserve Services:

MCFD is responsible for provision of services off reserve. KKCFSS will provide services within its capacity to off reserve members but must prioritize its resources to on reserve families.

(T) Training:

The Parties, through mutual co-operation and communication recognize that service that is more effective can be provided to our common clientele by increased training. This training will provide an increased awareness and knowledge of how to work effectively with aboriginal families. Furthermore, training will increase and strengthen our ongoing working relationships between all employees.

Lower Kootenay Band:

- 1 Co-operate with MCFD and KKCFSS to arrange training events to increase MCFD staff awareness of culture and history of Lower Kootenay Band.
- 2 Will invite MCFD staff to Band sponsored events which will increase MCFD staff skills and understanding.
- 3 Will invite MCFD staff to Band training events that will assist staff to understand the mandate, services, procedures, practices and vision of the Band.

KKCFSS:

- 1 Co-operate with MCFD and Lower Kootenay Band to arrange training events to increase MCFD staff awareness of culture and history of Ktunaxa Nation and Kinbasket People.
- 2 Will invite MCFD staff to KKCFSS sponsored events which will increase MCFD staff skills and understanding.
- 3 Will invite MCFD and the Band staff to KKCFSS training events, which will assist staff to understand the mandate, services, procedures and vision of the KKCFSS.

MCFD:

- 1 MCFD will invite Lower Kootenay and KKCFSS staff to MCFD sponsored events, which may increase the skills and knowledge of their staff. These include: Risk Assessment training, Investigative Interviewing, Handbook training, etc.
- 2 Ensure that staff attend cultural awareness and skill development training provided by Lower Kootenay Band or KKCFSS
- 3 MCFD will co-operate with Lower Kootenay Band and KKCFSS to develop specialized training events related to improving child and family services

- for Lower Kootenay Band. This shall be provided upon request within the financial capabilities of all the parties.
- 4 MCFD will not engage in cultural awareness training related to aboriginal peoples without the express support of KKCFSS.

(U) *Dispute Resolution:*

Disputes should be resolved between social workers and individual staff members wherever possible. Where this is not possible, the safety and well being of the child will take precedence. Thereafter, the details of the dispute should be conveyed by the social worker or staff member to their immediate supervisor who will endeavor to resolve the matter with their counterpart. In matters that cannot be resolved at this level, a Lower Kootenay Band Council Representative, the Director of Administration KKFSS, MCFD Supervisor and the Community Services Manager will endeavor to resolve the matter.

Issues that remain unresolved can be referred to a mediator agreed upon by all parties and funded by the Ministry of Children and Family Development. Both parties (preferably in written form) will forward issues that are outside of local control to their superiors for discussion on a provincial level and to the Joint Management Committee established under the Delegation Enabling Agreement.

At no time should disagreement about the course of any intervention take precedence over a child's need for protection.

This agreement is for the term of one year, 30 days notice must be provided to parties to terminate this agreement. Deletion, modification or amendment can only be made by agreement of all parties.

Lower Kootenay Band Council

CHIEF

DATE

COUNCILLOR

DATE

COUNCILLOR

DATE

COUNCILLOR

DATE

COUNCILLOR

DATE

Director of Administration,
Ktunaxa Kinbasket Child and Family Services Society

Ministry of Children and Family Development,
DATE _____
Creston District Office

Ministry of Children and Family Development,
DATE _____
Kootenay Region

DATE _____

Protocol to be reviewed every six months.