

Protocol Agreement
Between
Columbia Lake Indian Band
And
Ktunaxa Kinbasket Child and Family Services Society
And
The Ministry for Children and Families

Introduction

Whereas, the Columbia Lake Indian Band (CLIB) has an inherent interest in the safety and well being of their member children and;

Whereas, the Ktunaxa Kinbasket Child and Family Services Society (KKCFSS) has been created by the 5 member bands of the Ktunaxa Nation and Kinbasket People to provide child and family services through the Ministry for Children and Families (MCF) delegation agreement dated July 1999.

Whereas, the MCF is working together with KKCFSS and CLIB to ensure the safety and well being of the children and families of the CLIB and;

Whereas, the MCF continues to hold responsibility for the investigation of child abuse and neglect of the CLIB member children in accordance to the CFCSA.

The CLIB, KKCFSS and the MCF jointly agree on the following matters:

Goal

To ensure that member children of CLIB are protected from abuse and neglect and those member families receive services to ensure that their children develop healthy and abuse free lifestyles. The intent of this protocol agreement is to strengthen the working relationships between MCF, KKCFSS and CLIB to provide effective and efficient quality service and increase our collective capacity to ensure the safety, health, and well being of our children.

Guiding Principles of this agreement

The following principles offer the guidance for provision of services to the CLIB children and families that respects the cultural strengths and supports the desire to increase the participation and capacity for involvement surrounding the care and safety and well being of 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 community 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 CLIB children, who have the ability to understand, comprehend and communicate effectively, will be taken into consideration when decisions of a child are being made. MCF, KKCFSS and CLIB will evaluate jointly when decisions relating to a child are made.
- Legislation dictates that a child at the age of 12 is able to understand, comprehend and communicate their views.
- Kinship ties and a child's attachment to the extended family will be preserved if possible;
- Every effort will be made to ensure that the cultural identity of aboriginal children will be preserved;
- Every effort will be made to make decisions in a timely manner relating to CLIB children.

Organizational Responsibilities

MCF

MCF 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 child while maintaining or restoring the integrity of the family wherever possible.

- 1) MCF will consult with CLIB who will inform KKCFSS of all child protection reports involving CLIB members and invite their participation in the investigation.
- 2) MCF will work cooperatively in the area of child protection issues with CLIB & KKCFSS.
- 3) MCF is responsible for the investigation of all abuse and neglect complaints for CLIB members on and off reserve.
- 4) MCF shall inform CLIB Council or delegate and KKCFSS of all child protection reports involving CLIB members and involve their participation in the investigation.
- 5) MCF is responsible for Risk Decisions 1 through 9 in consultation with the CLIB Representatives and the KKCFSS Representatives.
- 6) MCF will include KKCFSS staff and CLIB staff in Ministry training events.
- 7) MSF will utilize the support services of KKCFSS Support staff.

Organizational Responsibilities

CLIB

(CLIB Representatives are delegated through Chief and Council)

- 1) MCF will contact CLIB for all Child Protection reports for on and off reserve CLIB members.
- 2) A MCF Social Worker and a CLIB Representative will assess all child protection reports for community members on and off reserve.
- 2a) MCF has responsibility to determine whether a report is investigated and will articulate the reasons in writing to CLIB for the decisions made.
- 3) For Child Protection reports on CLIB members, MCF will invite a CLIB Representative and KKCFSS to meet jointly with themselves and the family. CLIB will determine their level of involvement in a case by case basis.
- 4) The CLIB will identify culturally appropriate services, which is to be incorporated into the risk reduction services plan with the objective to reduce risk. Final approval for the risk reduction service plan is with the MCF. Development of Risk Assessment will be done jointly with KKCFSS, MCF and CLIB.
- 5) The CLIB, KKCFSS and MCF will identify and develop appropriate out-of-home aboriginal placements.
- 6) Chief and Council or delegate of CLIB will be present at all court proceedings under the Child, Family & Community Services Act for CLIB members.
- 7) The CLIB and KKCFSS will assist the Ministry with preserving the child's cultural identity.
- 8) MCF will invite a CLIB Representative and KKCFSS to all risk assessments regarding CLIB members.
- 9) MCF will invite a CLIB Representative and KKCFSS to all plan of care meetings regarding a CLIB member.

RESOURCES:

CLIB

Chief and Council

Social Worker

Family Support Worker

Drug & Alcohol Counselor/Youth Worker

Band Administrator

Community Health Representative

Income Assistance Worker

Board Members

Organizational Responsibilities

KKCFSS

- 1) During the transition period, MCF will assist in the development of child and family services. MCF and KKCFSS will work in cooperation in the area of resource development. KKCFSS will develop resources in the community. KKCFSS, CLIB and MCF will work jointly on determining the most appropriate resource placement to match needs. KKCFSS will work on the development of kinship care homes. KKCFSS will be able to access resources through MCF.
- 2) MCF and KKCFSS will work cooperatively regarding case management of cases involving CLIB members. MCF, KKCFSS and CLIB will work cooperatively developing service plan agreements with families.
- 3) MCF and KKCFSS will work cooperatively to assess the need for Voluntary Care Agreements. See Sheet.
- 4) KKCFSS and MCF will work cooperatively to ensure that KKCFSS is connected SWSMIS.
- 5) KKCFSS will respect CLIB practices and will provide educational forums that work towards incorporating standards and practices of KKCFSS into band policy.
- 6) MCF and KKCFSS will jointly develop a process for the transfer of files.
- 7) KKCFSS will develop an overall strategic plan with participation of the band surrounding the objectives of the KKCFSS delegated agreement. Protocols with the communities will remain a priority and protocols will move beyond MCF to other areas (justice, health, schools) using MCF as a bridging partner.
- 8) The CLIB Representative will be the Social Worker/Family Support Worker, who is located in Columbia Lake employed by KKCFSS.
- 9) KKCFSS staff will be available for Cross-cultural training of colleagues.
- 10) KKCFSS will perform other tasks and duties not outlined in this protocol through referral requested by communities.

RESOURCES:

Director of Administration
Administrative Assistant
1 Full-time and one half time Family Support Worker
1 Social Worker
Board Members
Family Violence Worker

Referrals for Service

- 1) MCF will complete a Referral package to initiate KKCFSS service.
- 2) KKCFSS will determine if families meet the referral criteria.
- 3) KKCFSS has access to MCF contracted services in consultation with MCF Supervisor

Information Sharing

KKCFSS, CLIB and MCF 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 CLIB will have access to MCF files on CLIB 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. MCF agrees to share information with the designated representatives of CLIB and KKCFSS when they are involved in collaborative decision-making and service planning with a mutual client. MCF agrees to provide to designated representatives of the Band and 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 CLIB and KKCFSS would be entitled to full disclosure 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 CLIB.

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 Director provides only as much information as is required for a specific purpose and to those who need to know because they are:

- Involved in the child's care and protection;
- Engaged in providing services to the child or the child's family; and
- Recognized in the community as organizations with community-wide responsibilities for the safety and well being of children.

MCF recognizes that designated representatives of CLIB and KKCFSS have a right to information and delegated access regarding a member child of the CLIB.

Investigations

Wherever practicable, investigations of child abuse, which occur on reserve, will be conducted with CLIB Council or delegated staff present. Where investigations occur after hours, MCF social workers will attempt to contact CLIB staff to assist. No investigation will be delayed unduly where reasonable attempts have been made to contact CLIB staff.

Removals

Removal of children on or off reserve will be done with the knowledge of CLIB Council. In case of a planned removal, CLIB Council or delegate will be notified and their support will be sought. The final decision for removal of a child rests with the MCF social worker. In the event that CLIB staff are unable to be notified, they will be notified as soon as possible the next working day. CLIB will be provided with a copy of the Report to Court and notified of the Presentation Hearing, KKCFSS will be notified by the band

Chief:

Mary Jimmy (w) 250-489-2464 (h) 250-342-8309

Councillors:

Samantha Sam (w) (h) 250-342-9071
Nelson Phillip (w) (h) 250-341-3210
Rosemary Nicholas (w) 250-489-5762 (h) 250-489-2782
Bea Stevens (w) (h) 250-342-3266

Administrator:

Lucille Shovar (w) 250-342-6301 (h) 250-342-6000

KTUNAXA/KINBASKET CHILD & FAMILY SERVICES

Director of Administration:

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

Social Workers:

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

Planning for children

Long term planning for CLIB children will be done jointly by all parties, KKCFSS, MCF, CLIB, child's family.

Service of Court Documents

Schedule One of the *Child, Family and Community Services Act* Regulations establishes the Director of the KKCFSS as the designated representative for service under sections 38(1)(c) and 49(2)(c).

As required by section 38(1)(c) and 49(2) (c) of the *Child, Family and Community Services Act* (CFCSA), KKCFSS will be served for the Protection Hearing under sec 40 and any other relevant sections of the CFCSA

Representing the Aboriginal Community

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.

KKCFSS will be sought to represent the views 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 CLIB who are in the care of MCF.

MCF is solely responsible for provision of services off reserve.

Training

CLIB, KKCFSS and MCF 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.

CLIB

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

KKCFSS

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

MCF

- 1 MCF will invite CLIB and KKCFSS staff to MCF 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 CLIB or KKCFSS
- 3 MCF will co-operate with CLIB and KKCFSS to develop specialized training events related to improving child and family services for CLIB. This shall be provided upon request within the financial capabilities of all the parties.
- 4 MCF will not engage in cultural awareness training related to aboriginal peoples without the express support of KKCFSS.

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 to 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 CLIB Council or delegate and the Executive Director of KKCFSS, MCF Supervisor and the Regional Child Protection Manager – Kootenay's 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 MCF.

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 all parties to terminate this agreement. Deletion, modification or amendment can only be made by agreement of all parties.

CLIB Council;

CHIEF

COUNCILLOR

COUNCILLOR

COUNCILLOR

COUNCILLOR

DATE

Director of Administration Ktunaxa Kinbasket
Child and Family Services Society

DATE

Ministry for Children and Families,
Invermere District Office

DATE

Ministry for Children and Families,
Kootenay Region

DATE

Protocol to be reviewed every 6 months.