

Protocol Agreement
Between
Tobacco Plains Band
And
Ktunaxa Kinbasket Child and Family Services Society
And
The Ministry for Children and Families

Introduction

Whereas, the Tobacco Plains Indian Band has an inherent interest in the safety and well being of their member children and;

Whereas, the Ktunaxa Kinbasket Child and Family Services Society (KKCFSSS) has been created by the 5 member bands of the Ktunaxa Nation and Kinbasket People and;

Whereas, the Ministry for Children and Families is working together with KKCFSSS and Tobacco Plains Band to ensure the safety and well being of the children of Tobacco Plains Band and;

Whereas, the Ministry for Children and Families continues to hold responsibility for the investigation of child abuse and responsibility for safety of the Tobacco Plains member children;

The Tobacco Plains Band, KKCFSSS and the Ministry for Children and Families jointly agree on the following matters:

Goal

To ensure that member children of Tobacco Plains Band are protected from abuse and neglect and that those 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 MCF, KKCFSSS and Tobacco Plains Band to provide a more effective 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 Tobacco Plains children and families that respects the cultural strengths and supports the desire to increase the participation and capacity for involvement with people.

- 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 whenever 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;
- If, with available support services, a family can provide a safe and nurturing environment for a child, support services will be provided;
- When appropriate Tobacco Plains child's views will be taken into account when decisions relating to a child are made;
- Court age 12;
- Kinship ties and a child's attachment to the extended family should be preserved if possible;
- The cultural identity of aboriginal children will be preserved;
- Every effort will be made in a timely manner in making decisions relating to Tobacco Plains children.

Organizational Responsibilities

Ministry for Children and Families

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

- 1) MCF will consult with Tobacco Plains Band who will inform KKCFSSS.
- 2) MCF will work cooperatively with Tobacco Plains Band & KKCFSSS.
- 3) MCF is responsible for investigation of all abuse and neglect complaints for Tobacco Plains Band members on and off reserve.
- 4) MCF shall inform Tobacco Plains Band and KKCFSSS of all child protection reports involving Tobacco Plains Band members and invite their participation in the investigation.
- 5) MCF is responsible for risk decisions 1 through 9 in consultation with the Tobacco Plains Band Representatives and the KKCFSSS Representatives.
- 6) MCF will include KKCFSSS staff and Tobacco Plains Band staff in Ministry training events.
- 7) MCF will utilize the support services of KKCFSSS Support staff.

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Organizational Responsibilities

Tobacco Plains Band

(Tobacco Plains Band Representatives are delegated through Chief and Council)

- 1) Ministry for Children and Families will contact Tobacco Plains Band for all Child Protection reports for on and off reserve Tobacco Plains Band members.
- 2) A MCF Social Worker and a Tobacco Plains Band Representative and/or KKCFSSS Worker will assess the report jointly.
- 2a) MCF has responsibility to determine whether a report is investigated and will articulate the reasons for the decisions made.
- 3) For Child Protection reports on Tobacco Plains Band members, MCF will invite a Tobacco Plains Band Representative and KKCFSSS to meet jointly with themselves and the family. Tobacco Plains Band will determine their level of involvement in a case by case basis.
- 4) The Band will identify cultural appropriate services that can help to reduce the risk. Final approval for the risk reduction service plan is with the MCF and KKCFSSS Social Worker. The approval lies with the MCF.
- 5) The Band, KKCFSS AND MCF will identify and jointly develop appropriate out-of-home aboriginal placements.
- 6) A representative of the Chief and Council of the Tobacco Plains Band will be present at all court proceedings under the Child, Family & Community Services Act for Tobacco Plains Band members.
- 7) The Band and KKCFSSS will assist the Ministry with preserving the child's cultural identity.
- 8) MCF will invite a Tobacco Plains Band Representative and KKCFSSS to all risk assessments regarding Tobacco Plains Band members.
- 9) MCF will invite a Tobacco Plains Band Representative and KKCFSSS to all plan of care meetings regarding a Tobacco Plains Band member.

RESOURCES:

Tobacco Plains Band
Chief and Council
Social Worker
Family Support Worker
Drug & Alcohol Counselor/Youth Worker
Band Administrator
Community Health Representative
Income Assistance Worker

Organizational Responsibilities

KKCFSS

- 1) During transition period, MCF will assist in the development of services. MCF 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 work on the development of kinship care names, off reserve resources access and sharing resources with MCF.
- 2) MCF and KKCFSSS will work cooperatively regarding case management of cases involving Tobacco Plains Band members. MCF, KKCFSS and Tobacco Plains Band will work cooperatively developing a service plan agreement 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 adopt Tobacco Plains standards and will provide educational forums that work towards standards for the Tobacco Plains community.
- 6) MCF and KKCFSS will jointly develop a process for the transfer of files.
- 7) KKCFSS will develop a strategic plan. 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) KKCFSS will provide a financial contribution to Tobacco Plains Band for the services provided by Tobacco Plains.
- 9) KKCFSS staff will be available for Cross-cultural training of colleagues.

RESOURCES:

Executive Director

Administrative Assistant

2 Full-time & 1 half time Family Support Workers

3 Social Workers

Family Violence Prevention Worker

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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.

Information Sharing

KKCFSS, Tobacco Plains Band 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 Tobacco Plains Band will have access to MCF files on Tobacco Plains 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. MCF agrees to share information with the designated representatives of Tobacco Plains Band 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 Band 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 Tobacco Plains Band.

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 Tobacco Plains Band and KKCFSS have a right to information regarding a member child of the Tobacco Plains Band.

Investigations

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

Investigations that occur off reserve will be conducted normally. Tobacco Plains Band members will be offered to access Tobacco Plains Band staff during the course of an investigation.

Removals

Removal of children on reserve will be done with the knowledge of Tobacco Plains Band Council. In case of a planned removal, Tobacco Plains staff 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 Tobacco Plains Band staff is unable to be notified, they will be notified as soon as possible the next working day. Tobacco Plains Band will be provided with a copy of the Report to Court and notified of the Presentation Hearing. KKCFSS will be notified

Chief:

Mary Mahseelah (w) 250-887- (h) 250-887-3229

Councillors:

Theresa Gravelle (w) 250-887- (c) 250-432-1892
Joanne Barr (w) 250-887-3203 (h) 250-887-3446
Kyle Shottanana (w) (h) 250-887-3461 (message)
Leanne Gravelle (w) 250-887-3461 (h) 250-887-3267

Administrator:

Janice Alpine (w) 250-887-3461 (h) 250-489-0876

KTUNAXA/KINBASKET CHILD & FAMILY SERVICES

Executive Director

Leona Daniels (w) 250-489-4563 (h) 250-829-0729 (c) 250-421-1880

Social Workers

Leona Daniels (w) 250-489-4563 (h) 250-829-0729 (c) 250-421-1880
Rebecca White (w) 250-489-4563 (h) 250-427-1628 (c)
Bill Barger (w) 250-489-4563 (h) 250-426-8375 (c) 250-417-1334
Eva Coles-Hillary (w) 250-342-6379 (h) (c)

Planning for children

Long term planning for Tobacco Plains children will be done jointly by all parties, KKCFSS, MCF, Tobacco Plains 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 sec 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 Tobacco Plains Band who are in the care of MCF.

Provision of Services to Families (On Reserve)

Provision of Services to Families (Off reserve)

Ministry for Children and Families is solely responsible for provision of services off reserve.

Training

Tobacco Plains Band, 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.

Tobacco Plains Band

- 1 Co-operate with MCF and KKCFSS to arrange training events to increase MCF staff awareness of culture and history of Tobacco Plains Band.
- 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 Tobacco Plains Band 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 Tobacco Plains Band 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 Tobacco Plains Band 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 Tobacco Plains Band or KKCFSS
- 3 MCF will co-operate with Tobacco Plains Band and KKCFSS to develop specialized training events related to improving child and family services for Tobacco Plains Band. 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.

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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 Tobacco Plains Band Council Representative, the Executive Director of KKKCFSS and the Regional Child Protection Manager – Kootenays 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 for Children and Families.

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, unless upon written notice by any party to the other parties. Deletion, modification or amendment can only be made by agreement of all parties.

Chief and Council;

CHIEF

COUNCILLOR

COUNCILLOR

COUNCILLOR

COUNCILLOR

DATE

Executive Director of Ktunaxa Kinbasket
Child and Family Services Society

DATE

Ministry for Children and Families,
Fernie District Office

DATE

Ministry for Children and Families,
Kootenay Region

DATE

Protocol to be reviewed every 6 months.