

## **Protocol**

Between:

***Vancouver Aboriginal Child and Family Services Society***  
**(Hereafter referred to as VACFSS)**

And:

**Heiltsuk Kaxla Child and Family Services**

### **1. Introduction**

VACFSS has delegated responsibility for guardianship care for Aboriginal children in continuing care (CCOs) and for the development and support of contracted residential resources. VACFSS also delivers Aboriginal Family Preservation Services to children, youth, and their families and caregivers across the City of Vancouver. Currently VACFSS is in the planning phase for assuming child protection services scheduled for transfer from the Ministry for Children and Family Development (MCFD) in 2008.

Heiltsuk Kaxla Child and Family Services has the delegated responsibility for provision of AOPSI Voluntary Services (Level C3) to members of the Heiltsuk Nation residing in Bella Bella and also provides a variety of non-delegated support services such as advocacy, counselling, family mediation, outreach, early childhood development and fetal alcohol spectrum disorder services, supervised access, other preventative support services such as parenting programs, family and youth treatment camps, information and referral, and transportation to other services.

It is the intent of VACFSS and Heiltsuk Kaxla Child and Family Services to ensure Heiltsuk Nation 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 Heiltsuk Kaxla Child and Family Services.

This protocol provides a framework for:

- delivering consistent, quality services to Heiltsuk Band children and families receiving services from VACFSS;
- co-ordinating services between VACFSS and Heiltsuk Kaxla Child and Family Services for Band member children and families as needed.

## 2. Objectives

VACFSS will ensure that the rights of the Aboriginal community under the Child and Family Community Services Act (CFCSA) in reference to Aboriginal children, families and communities are met through the development of protocols.

The objective of this protocol is to promote the continuity of integrated services to Aboriginal 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 Heiltsuk Band 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 Aboriginal rights of the Aboriginal people of Canada who are the Indian, Inuit and Métis people.

**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 Family Preservation Services** – means services provided directly to clients by a Family Preservation Counsellor and are delivered primarily in the home and can also include specialized therapeutic interventions by a clinician working directly with the Family Preservation Counsellor. All referrals to the service will be made by Ministry delegated social workers and will have Ministry involvement.

**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 (standards either meet or exceed those standards established by the Ministry for Children & Family Development).

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

**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 Services Act (CFCSA)*.

**Child** – means a person under 19 years of age and includes a youth.

**Child, Family, and Community Services Act (2002) CFCSA** - is the provincial legislation that provides authority for the provision of child and family services and is inclusive of the regulations, as amended or replaced from time to time.

**Child in care** – means a child who is in custody, care or guardianship of the Director under the *Child, Family and Community Service Act*.

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

**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*.

**Department of Indian and Northern Development (DIAND)** - is responsible for two separate mandates: Indians and Inuit Affairs and Northern Affairs. In general, DIAND has primary, but not exclusive, responsibility for meeting the federal government's constitutional, treaty, political and legal responsibility to First Nations, Inuit and Northerners.

**Designated representative** - when used in relation to an Indian Band or aboriginal community, means a representative designated in accordance with the *CFCSA* regulations.

**Director** - means the Director responsible for Aboriginal child and family service agencies, as designated by the Minister under section 91.

**First Nations Child and Family Service (FNCFS)**: A Delegated Agency representing a First Nation community or communities and providing services for First Nations Status members. Primary funding for FNCFS comes from the Department of Indian and Northern Development (DIAND) and is established according to DIAND's policy directive 20-1.

**Funding Authority** – means MCFD provincial and/or regional and/or DIAND depending on the MOU between the province and DIAND.

**Heiltsuk Band member** - means any person registered by Heiltsuk Nation as a member of Heiltsuk Nation, and includes those eligible for membership and those listed on the Heiltsuk Nation Adoption A list.

**Heiltsuk Kaxla Child and Family Services** - means the program established by the Heiltsuk Nation for purposes of developing and delivering child and family services for Heiltsuk Nation children and families.

**Non-delegated services** - means support services provided through the Heiltsuk Kaxla Child and Family Services which include advocacy, counselling, supervised access, information, parenting courses and referral, and transportation to other services.

**Originating agency** - means the delegated aboriginal agency who initiates a request for service (i.e. file transfer request, courtesy supervision).

**Parties** – means parties to this protocol.

**Receiving agency** - means the delegated aboriginal agency who receives a request for service.

**Vancouver Aboriginal Child and Family Services Society (VACFSS)** - a delegated urban agency providing integrated Family Preservation Services, Guardianship Care of children in continuing care and the development and support of contracted Residential Resources.

#### **4. Legislation Guiding Protocol**

- *Child Family and Community Services Act (CFCSA)*
- *Family Relations Act*
- *Infants Act*
- *Criminal Code of Canada*
- *Freedom of Information and Rights to Privacy Act*
- *Indian Act*
- *Societies Act*
- *Youth Criminal Justice Act*
- Band Council resolutions \*when applicable

#### **5. Guiding Principles**

- First Nation, Urban Aboriginal and Métis 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 planning process, including transfer of guardianship services and informed when services are transferred.
- 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 it is in an Aboriginal child's best interest (consistent with section 71 of the *CFCSA*) 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 Heiltsuk Kaxla Child and Family Services have a duty and an obligation to carry out their responsibility 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 AOPSI Guardianship Practice Standard 1: *Preserving the Identity of the Child in Care and providing Cultural 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 Heiltsuk Kaxla Child and Family Services believe, adhere and commit to the following:

- kinship ties and a child's attachment to the extended family be preserved
- the cultural identity of aboriginal children be preserved
- aboriginal people be involved in the planning and delivery of services to aboriginal families and their children
- services 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 necessary, directors agree to provide reciprocal services within their respective levels of delegation and authority, including but not limited to:

- serving court documents pertaining to a file that is known to both agencies
- conducting interviews on behalf of a requesting director pertaining to a file that is known to both agencies
- serving notices and witnessing consents pertaining to a file that is known to both agencies
- 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 request for service within their capacity to provide the service. In order to acquire services, the director requiring the service contacts the other director in writing. The director will ensure that their staff are 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 48 hours of completion, the receiving agency carrying out the service must follow up with the originating agency and provide information regarding outcome of the service request. If the service request could not be completed, a reason must be provided to the originating agency within 48 hours of attempting to complete the request.

## **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.

Heiltsuk Kaxla Child and Family Services:

- 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 the 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 the child with their history as a Nation and as a community;
- will assist VACFSS in identifying resource people from the Heiltsuk Band residing in Vancouver and Lower Mainland that could facilitate learning about their culture.

VACFSS:

- will consult with children as per the rights of children as outlined in Section 70(1) of the *CFCSA* which states children have a right to be consulted and to express their views, according to their abilities, about significant decisions affecting them;
- will consult with Heiltsuk Kaxla Child and Family Services in identifying the child's genealogical background and in locating and fostering relationships between the child and the 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/encourage caregivers in providing exposure to and inclusion of children in events consistent with their heritage and seek information that provides the child with their history as a Nation and as a community;
- will maintain a list of resource people from the Heiltsuk Band residing in Vancouver and Lower Mainland that could facilitate learning about their culture.

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

(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 cultural 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 consult with Heiltsuk Kaxla Child and Family Services when identifying the following permanency options for their 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.
- adoption plan for a child that has been identified in order to formalize a process to be followed
- the transfer of guardianship of a CCO to another delegated agency where a long term placement has been identified based on the permanency requirements of a child as per Section 71 and where the required financial resources for residential care can be secured on behalf of the child

## **9. Family Preservation Program**

VACFSS delivers non-residential Aboriginal family preservation services to children, youth and their families across the City of Vancouver. Family preservation provides goal-oriented home-based service with multiple components to prevent out-of-home placement and reduce risk of maltreatment. Services focus on families with children twelve years of age and younger, however, will include families with both children and youth. VACFSS will offer their family preservation services to Heiltsuk Nation families living in Vancouver. All referrals to the service will be made by Ministry delegated social workers and will have Ministry involvement.



It is the intent of VACFSS and Heiltsuk Kaxla Child and Family Services to ensure that Heiltsuk children and families in Vancouver receive services that include individual supports, provided by a Family Preservation Counsellor, supplemented by a range of associated services designed to support and maintain progress achieved. All family preservation services will be culture-based and 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.

Parties may access information from each other in the following way:

- one to one contact – social workers and team leaders/supervisors may share information for the delivery of coordinated services
- in case conferences – parties may share information that contributes to effective case management of shared responsibilities
- through participation in joint team meetings to plan, manage, distribute and problem-solve caseload responsibilities
- through participation in joint professional development, training or information sharing workshops/classes/events
- by discussing the “need to know” considerations in consultation with responsible parties’ social worker and/or team leader/supervisor.

## **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 physically harmed, sexually abused or sexually exploited, or needs protection due to the specific circumstances outlined in Sec. 13 of the *CFCSA* are legally responsible to report the matter to a MCFD child protection social worker. The *CFCSA* Sec. 14 *Duty to Report* applies to everyone, including service providers, family members and the general public.

## **12. Financial and Budget Issues**

Parties will discuss and determine financial arrangements required for facilitating the service plan for the child in accordance to VACFSS and Heiltsuk Kaxla Child and Family Services established procedures and as identified in discussions.

## **13. Collaborative Dispute Resolution**

In matters of dispute around manner of service provision, the safety and well being of the child will take precedence over the course of resolving disputes.

Disputes should be resolved at the level in which they occur following a process that clearly identifies the basis of the dispute. When a dispute arises, verbal communication will be the first course of action between the individuals for whom the dispute has arisen. If required, a letter clarifying the issue and the rationale of the individual raising the concern must be completed. If the matter cannot be resolved at the line worker level or the level at which the dispute occurred the supervisors and/or manager of those involved will endeavour to resolve it.

Only after the above process has been exhausted should the matter be referred to the CEO/Executive Director of the agencies involved. Any procedural issues or questions of jurisdiction that arise between the two agencies will be addressed by CEO/Executive Director of the agencies.

Issues that remain unresolved can be referred to a mediator agreed upon by all parties and the cost associated with this will be funded jointly by both agencies.

## **14. Liability**

The parties agree that section **101** of the *CFCSA* applies to the Delegated Staff of VACFSS and Heiltsuk Kaxla Child and Family Services 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 agrees 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.

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.

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.

As VACFSS expands its level of delegation, this protocol may be amended to outline emerging and ongoing interface processes agreeable to the parties in this agreement.

**16. Term of the Agreement**

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

**17. Signatories**

\_\_\_\_\_  
**Executive Director** on behalf of  
Heiltsuk Kaxla Child and Family  
Services

\_\_\_\_\_  
**Chief Executive Officer** on  
behalf of VACFSS

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

Date: \_\_\_\_\_

