

**APPENDIX 1**

Copyright (c) 2005: Queen's Printer,  
Victoria, British Columbia, Canada

**IMPORTANT INFORMATION****OFFICE FOR CHILDREN AND YOUTH ACT****[SBC 2002] CHAPTER 50**

*Assented to May 30, 2002*

**Contents****Section**

- 1 Definitions
- 2 Appointment of child and youth officer
- 3 Functions of child and youth officer
- 4 Staff and consultants
- 5 Power to delegate
- 6 Investigations
- 7 Gathering evidence in investigations
- 8 Annual and special reports
- 9 Communication by child or youth
- 10 Protection for persons who provide information
- 11 Child and youth officer's access to information
- 12 Confidentiality of information
- 13 Power to make regulations
- 14 Review of Act
- 15 Transitional
- 16 – 22 [Spent]
- 23 Commencement

**Definitions**

1 In this Act:

"**child**" means a person under 19 years of age;

"**child and youth officer**" means a person appointed under section 2;

"**child in care**" means a child who is in the custody, care or guardianship of a director or the director of adoption;

"**director**" means a director under the *Adoption Act* or the *Child, Family and Community Service Act*;

"youth" means a person who is 16 years of age or older but is under 19 years of age.

#### Appointment of child and youth officer

- 2 (1) The Lieutenant Governor in Council must appoint a child and youth officer for a term of up to 5 years.
- (2) A person appointed under subsection (1) may be reappointed.
- (3) The Attorney General, on behalf of the government, may make a contract containing mutually agreed terms and conditions with the child and youth officer.
- (4) Despite subsections (1) and (2), the Attorney General may appoint an acting child and youth officer.
- (5) Despite subsections (2) to (4), a person may not serve as the child and youth officer for more than 10 consecutive years.

#### Functions of child and youth officer

3 (1) The functions of the child and youth officer are to provide support to children, youth and their families in obtaining relevant services and to provide independent observations and advice to government about the state of services provided or funded by government to children and youth in British Columbia, including but not limited to the following:

- (a) services provided under the *Adoption Act* and the *Child, Family and Community Service Act*;
  - (b) early childhood development and care services;
  - (c) mental health services for children and youth;
  - (d) addiction services for children and youth;
  - (e) youth justice services;
  - (f) services for youth and young adults during transition to adulthood;
  - (g) community living support provided under the *Community Living Authority Act* to children and youth.
- (2) For the purposes of subsection (1), the child and youth officer may do the following:
- (a) provide information and advice to children, youth and their families about how to effectively access services that meet their needs;
  - (b) provide information and advice to children, youth and their families about how to become effective self advocates with respect to the rights of children and youth in care under the *Child, Family and Community Service Act*;

- (c) in extraordinary circumstances, advocate on behalf of individual children and youth to ensure that their views are heard and considered;
- (d) promote and coordinate in communities the establishment of advocacy services for children, youth and their families;
- (e) monitor the delivery of services in relation to the requirements of the *Child, Family and Community Service Act* and in particular the requirements of sections 2 and 3 of that Act;
- (f) monitor the delivery of services referred to in subsection (1) in relation to relevant service delivery standards;
- (g) provide advice to government and communities about the effectiveness, responsiveness and relevance of services for children, youth and their families;
- (h) comment publicly on matters affecting children and youth.

**Staff and consultants**

- 4 (1) Employees necessary to carry out the powers and duties of the office may be appointed under the *Public Service Act*.
- (2) The child and youth officer may retain consultants or other persons necessary to enable the child and youth officer to exercise the powers and perform the duties of the office.
- (3) *The Public Service Act* does not apply to persons retained under subsection (2).

**Power to delegate**

- 5 The child and youth officer, in writing, may delegate to any person appointed or retained any of the powers, duties or functions under this Act except the power to submit an annual report.

**Investigations**

- 6 (1) At the request of the Attorney General, the child and youth officer must undertake an investigation into any matter within the scope of this Act.
- (2) The child and youth officer must make a confidential report of the results of an investigation under subsection (1) to the Attorney General, who may determine whether the report should be made public.
- (3) For an investigation under subsection (1), the child and youth officer may at any reasonable time, enter any premises in which services referred to in section 3 (1) are provided to children or youths.

**Gathering evidence in investigations**

- 7 (1) For the purposes of an investigation, the child and youth officer has the same powers that the Supreme Court has for the trial of civil actions to do the following:

- (a) to summon and enforce the attendance of witnesses;
- (b) to compel witnesses to give evidence on oath or in any other manner;
- (c) to compel witnesses to produce records and things.

(2) When the child and youth officer exercises a power under subsection (1), a person who fails or refuses to do any of the following is liable, on application to the Supreme Court, to be committed for contempt as if in breach of an order or judgment of the Supreme Court:

- (a) to attend;
- (b) to take an oath;
- (c) to answer questions;
- (d) to produce the records or things in the person's custody or possession.

#### **Annual and special reports**

**8** (1) The child and youth officer must report annually on the work of the office to the Attorney General.

(2) The Attorney General must lay each annual report before the Legislative Assembly as soon as practicable.

(3) The child and youth officer may make a special report to the Attorney General about systemic issues affecting children and youth in British Columbia.

(4) The child and youth officer may make public a special report under subsection (3) 60 days after it is submitted to the Attorney General or earlier with the agreement of the Attorney General.

#### **Communication by child or youth**

**9** If a child or youth in care in a foster home, group home, facility or other place asks to communicate with the child and youth officer, the person in charge of that place must provide, as soon as practicable, an opportunity for the child or youth to contact the child and youth officer in confidence.

#### **Protection for persons who provide information**

**10** A person must not discharge, suspend, expel, intimidate, coerce, evict or impose any financial or other penalty on, or otherwise discriminate against, a person, including a child or youth, because the person gives information to or otherwise assists the child and youth officer in a matter under this Act.

#### **Child and youth officer's access to information**

**11** (1) The child and youth officer has the right to any information that

(a) is in the custody or control of a director or of a public body as defined in Schedule 1 of the *Freedom of Information and Protection of Privacy Act*, and

(b) is necessary to enable the child and youth officer to perform duties or exercise powers or functions under this Act.

(2) A director or a public body that has custody or control of information to which the child and youth officer is entitled under subsection (1) must disclose that information to the child and youth officer.

(3) This section applies despite any other enactment or any claim of privilege, except a claim based on a solicitor client relationship.

#### **Confidentiality and application of the *Freedom of Information and Protection of Privacy Act***

**12** (1) Despite the *Freedom of Information and Protection of Privacy Act*, the child and youth officer must not disclose information that could reasonably be expected to reveal the identity of a person who has made a report under section 14 of the *Child, Family and Community Service Act* unless that person consents to the disclosure.

(2) Despite section 11 of the *Freedom of Information and Protection of Privacy Act*, if the child and youth officer has custody of a record described in subsection (1) of that section and the child and youth officer receives a request for access to the record, the child and youth officer must refuse to disclose the record and must transfer the request, and, if necessary, the record, to the other public body.

(3) If the child and youth officer has custody of a record made under the *Child, Family and Community Service Act* and the child and youth officer receives a request for access to the record, the child and youth officer must refuse to disclose the record and must transfer the request, and, if necessary, the record, to the minister responsible for that Act.

#### **Power to make regulations**

**13** The Lieutenant Governor in Council may make regulations referred to in section 41 of the *Interpretation Act*.

#### **Review of Act**

**14** In order to determine whether the functions of the child and youth officer are still required to ensure that the needs of children and youth are met, the Attorney General, within 5 years of the coming into force of this Act, must undertake a comprehensive review of this Act.

#### **Transitional**

**15** (1) On the repeal of the *Children's Commission Act*, the following rules apply:

(a) an accepted complaint under that Act that has not been disposed of is continued before the child and youth officer, or an employee designated by the child and youth officer, as if the child and youth officer or the designated employee were a panel under section 14 (1) (c) of the repealed Act, and for that purpose sections 13 to 16 of the repealed Act apply and the child and youth officer may make public any decision, recommendation or response to a

recommendation;

(b) an investigation under the *Children's Commission Act* into a child's death that has not been completed may be continued as an investigation by a coroner under the *Coroners Act*;

(c) if an investigation under the *Children's Commission Act* into a child's death has been completed but the report of the commissioner has not been released, the report must be delivered to the child and youth officer, who may make the report public;

(d) all records relating to the investigation of a child's death must be transferred to the coroner, who must apply the confidentiality provisions that governed records under the *Children's Commission Act* in respect of any records originally produced under that Act;

(e) all records under the *Children's Commission Act* must be transferred to the child and youth officer, who must apply the confidentiality provisions that governed records under the *Children's Commission Act* in respect of any records originally produced under that Act.

(2) For the purposes of this Act but subject to section 60 of the *Coroners Act*, the coroner may disclose to the child and youth officer any records transferred to the coroner under subsection (1) (d) of this section.

(3) On the repeal of the *Child, Youth and Family Advocacy Act*,

(a) an open individual advocacy matter under that Act that has not been disposed of may be continued by the child and youth officer under this Act, and

(b) all records under the *Child, Youth and Family Advocacy Act* must be transferred to the child and youth officer, who must apply the confidentiality provisions that governed records under the *Child, Youth and Family Advocacy Act* in respect of any records originally produced under that Act.

#### Sections Spent

16 to 22 [*Consequential amendments and repeals. Spent. 2002-50-16 to 22.*]

#### Commencement

**23** This Act comes into force by regulation of the Lieutenant Governor in Council.

List of Individuals Interviewed

1. Shawn Atleo (Nuu-chah-nulth First Nation)
  2. Jeremy Berland (MCFD)
  3. Karen Blackman (MCFD)
  4. Jack Colmer (MCFD)
  5. Jane Cowell (MCFD)
  6. Julie Dawson (MCFD)
  7. Honourable Stan Hagen (MCFD)
  8. Kellie Kilpatrick (MCFD)
  9. Alison MacPhail (MCFD)
  10. Harpell (Monty) Montgomery (MCFD)
  11. Charlotte Rampanen (Nuu-chah-nulth First Nation)
  12. Simon Read (Nuu-chah-nulth First Nation)
  13. Catherine Reznechenko (MCFD)
  14. Clara Robbins (MCFD)
  15. Nicholas Simons (Reviewer)
  16. Darlene Thoen (Nuu-chah-nulth First Nation)
  17. Thomas Weber (MCFD)
  18. David Young (MCFD)
-

Key Officials

Provincial MCFD:

**Jeremy Berland** was, from 2001 to July 2003, Executive Director of the Aboriginal services branch. In July 2003, he replaced David Young as provincial Director under the CFCSA and was simultaneously also appointed Assistant Deputy Minister responsible for regional operations and for the Children and Family Development Division. He continues to hold those two positions.

**Karen Blackman** was, from May to August 2004, a Practice Analyst in the Aboriginal services branch, working specifically on the Director's case review relating to the late Nuu-chah-nulth child. She left to take up a position as Community Services Manager in the MCFD Northern region and continues to hold that position.

**Julie Dawson** was, from February 1999 to July 2003, Director of the quality improvement branch. She reported to David Young as the Assistant Deputy Minister responsible for that branch. In July 2003, she took over from Jeremy Berland as Director of the Aboriginal services branch, a position that she continues to hold. In March 2004, when Catherine Reznechenko retired, Julie Dawson became directly responsible for managing the Director's case review relating to the late Nuu-chah-nulth child.

**Honourable Stan Hagen** was appointed Minister of Children and Family Development on September 20, 2004 and reappointed on June 16, 2005. He continues in that portfolio.

**Kellie Kilpatrick** was a Practice Analyst in the quality improvement branch until December 2002, when that branch was dismantled as a result of the devolution of the audit and review function to the regions. She is currently seconded from the position of Deputy Director under the CFCSA for the MCFD Northern region, to manage MCFD's response to the external reviews that are under way.

**Alison MacPhail** was, from January 2004 to February 9, 2006, the Deputy Minister of Children and Family Development. She is currently assigned to lead specific justice reform initiatives at the Ministry of Attorney General.

**Gary McDermott** took over as the provincial Deputy Director under the CFCSA, when Catherine Reznechenko retired in March 2004. He continues to hold that position. He is responsible for supervising practice analysts in the Aboriginal services branch and has a dual reporting relationship to Jeremy Berland, the provincial Director under the CFCSA, and Julie Dawson, the Director of the Aboriginal services branch.



**Harpell (Monty) Montgomery** was, from early 2000 to February 2003, a Practice Analyst in the Aboriginal services branch, with particular responsibility to provide practice support for Usma. He is no longer with MCFD and is currently an assistant professor at the University of Victoria, teaching \*, and works as a consultant for First Nations Agencies.

**Catherine Reznechenko** was, from August 2001 to March 2004, provincial Deputy Director under the CFCSA and responsible for supervising the practice analysts in the Aboriginal services branch. She had a dual reporting relationship to the provincial Director under the CFCSA and the Director of the Aboriginal services branch. She retired in March 2004.

**Clara Robbins** was, from January 1999 to the fall of 2003, Manager of the Case Review Unit in the quality improvement branch. She subsequently held other MCFD managerial positions and is currently seconded to work as the Director of Research and Analysis for the BC Children and Youth Review being conducted by Ted Hughes, QC.

**David Young** was, from December 2001 to July 2003, provincial Director under the CFCSA. He was also Assistant Deputy Minister responsible for the Children and Family Development Division, which included the Aboriginal services branch and the quality improvement branch, until the latter was dismantled in December 2002. David Young left MCFD in July 2003 and is currently the Executive Director of the Canadian Association of Family Resource Programs in Ottawa.

### **The Reviewer:**

**Nicholas Simons** was contracted by the provincial MCFD in October 2002 to be the reviewer for the Director's case review relating to the late Nuu-chah-nulth child. At that time, he was the Director of Health and Social Development for the Sechelt Nation and its Executive Director of Child and Family Services. In May 2005, he was elected the NDP MLA for Powell River-Sunshine Coast.

### **MCFD Vancouver Island Region:**

**Jack Colmer** was Supervisor at the MCFD Port Alberni office, responsible for intake, assessment and family services. He was a supervisor in Port Alberni for 17 years, until he retired in 2004.

**Jane Cowell** was Interim Chief Executive Officer of Vancouver Island region and, until April 2004, Director under the CFCSA for the region. She is currently the MCFD special advisor on Children and Youth with Special Needs.

**Thomas Weber** was, from April 2002 to April 2004, Assistant Director of the Vancouver Island region reporting to Jane Cowell. In April 2004, he became Director under the CFCSA for the region, a position he continues to hold.

### **Nuu-chah-nulth Tribal Council:**

**Shawn Atleo** was elected, in May 2003, as Central Region Co-Chair of the Nuu-chah-nulth Tribal Council. He is currently Regional Chief of the BC Assembly of First Nations.

**Charlotte Rampanen** became, in December 1998, the Director of Usma Nuu-chah-nulth Child and Family Services, the program within the Nuu-chah-nulth Tribal Council providing child and family services with delegated authority from the provincial Director under the CFCSA. She continues in that position, reporting to Simon Read, Director of Nuu-chah-nulth Community and Human Services.

**Simon Read** was, in September 2002, Manager of Planning and Development for the Nuu-chah-nulth Community and Human Services Board, which operates under the Nuu-chah-nulth Tribal Council umbrella. In November 2002, he became Director of Nuu-chah-nulth Community and Human Services and continues to hold this position.

**Darlene Thoen** became the Casework Supervisor of Usma in 2000 and continues to hold that position. She reports to Charlotte Rampanen.

AGREEMENT BETWEEN THE SUPERINTENDENT OF FAMILY AND  
CHILD SERVICES OF BRITISH COLUMBIA AND THE  
NUU-CHAH-NULTH TRIBAL COUNCIL

HIS AGREEMENT made on the 7<sup>th</sup> day of November, 1985.

BETWEEN:

THE SUPERINTENDENT OF FAMILY AND CHILD SERVICES OF BRITISH COLUMBIA (hereafter referred to as the Superintendent) and

THE NUU-CHAH-NULTH TRIBAL COUNCIL (hereafter referred to as the Tribal Council), a society pursuant to the Societies Act of British Columbia 1979 R.S. Chapter 390.

WHEREAS Section 2 of the Family and Child Service Act <sup>79427</sup> establishes <sup>FEB 24 1985</sup> that the safety and wellbeing of a child shall be the paramount consideration in the administration and interpretation of the Family and Child Service Act;

AND WHEREAS the Superintendent is responsible for the Administration of the Family and Child Service Act;

AND WHEREAS the Superintendent may, subject to Section 3(4) of the said Act, delegate any of his powers, duties, functions and capacities under the said Act to any person or class of person;

AND WHEREAS, pursuant to Section 3(4) of the said Act those persons so delegated shall be subject to the direction of the Superintendent;

AND WHEREAS the Tribal Council has indicated its desire to assume responsibility for carrying out the Superintendent's mandate pursuant to the Family and Child Service Act within an area and in a manner to be negotiated by the Tribal Council and the Superintendent.

NOW THEREFORE the parties agree:

1. That subject to negotiation, the Superintendent will delegate, pursuant to Section 3(4) of the Family and Child Service Act, certain powers, duties, functions and capacities to those persons agreeable to both the Superintendent and the Tribal Council.
2. That the Tribal Council agrees that those persons so delegated shall be subject to the direction of the Superintendent of Family and Child Service regarding the mandate under the said Act.
3. That the Tribal Council agrees to develop and maintain child protection services satisfactory to the Superintendent.
4. That the Tribal Council agrees to supply information for monitoring purposes.
5. That in the event the Federal Government should pass legislation that supercedes Provincial Child Welfare legislation, the Tribal Council may cancel this agreement.

..... page 2.

EXAM OF: S. Read  
DATE: Nov 22/05  
LOIS MEADOWS  
CENTRAL REPORTING  
EXH # 3

Agreement Between:  
The Superintendent of Family and Child Service  
and the Nuu-chah-nulth Tribal Council

Page 2.

6. That, if either of the parties experiences or perceives problems or differences with the other party in carrying out the Superintendent's mandate, a meeting or meetings shall be arranged between designates of both parties with a view to resolving the problems or differences.
7. Notwithstanding clause 6, that the Superintendent may terminate the delegation at any time.
8. That, in the event the Tribal Council wishes to cease providing service, the Superintendent shall be given three months notice of termination.
9. That a joint review of Child Welfare Services will be undertaken no less than two years from the commencement of this agreement in order to ensure that contractual obligations are being met and that the intent of the Family and Child Service Act is being carried out in the interests of children.
10. The population to be served through this agreement are all children within the Indian Reserve boundaries of the Nuu-chah-nulth Tribal Council and any Nuu-chah-nulth tribal members presently in the care of the Superintendent or coming into the care of the Superintendent.

Signed by the Superintendent  
in the presence of:

Hugh Saville

John Noble

Superintendent of Family and Child  
Services

Seal of the Nuu-chah-nulth Tribal Council  
affixed in the presence of:

[Signature]

George Watts

Seal

**NUU-CHAH-NULTH  
AGREEMENT FOR PROVISION OF  
CHILD AND FAMILY SERVICES**

**APRIL 01, 2004 – MARCH 31, 2009**

EXAM OF: S Read  
DATE: Nov 22/05  
LOIS MEADOWS  
CENTRAL REPORTING  
EXH # 4

( ) ( )

NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD  
AND FAMILY SERVICES

---

**THIS AGREEMENT dated April 1, 2004**

Between:

The NUU-CHAH-NULTH TRIBAL COUNCIL a non-profit service delivery organization incorporated under the *Society Act, R.S.B.C 1996, c.433 (Society No. S-10405 )* as represented by its duly authorized signatories (hereinafter referred to as the "NTC")

Of the First Part

And:

The DIRECTOR, responsible for Aboriginal agencies designated as such by the Minister of Children and Family Development pursuant to section 91 of the *Child, Family and Community Service Act, R.S.B.C. 1996, Chapter 46, of the Province of British Columbia* (hereinafter referred to as "the Director")

Of the Second Part, and;

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Canada")

**WHEREAS:**

- A. The Member First Nations are the subscribers to the constitution and by-laws of NTC that has established a family and child service program called Usma Nuu-chah-nulth. NTC has Delegated Authority from the Director under section 92 of the Act;
- B. The Nuu-chah-nulth Tribal Council and the Superintendent of Family and Child Services of British Columbia entered into an agreement on the 7<sup>th</sup> day of November, 1985 and the Director, Canada, and the NTC now recognize that the 1985 agreement must be updated to reflect changes in circumstances and legislation, and
- C. The *Family and Child Service Act* was repealed and replaced on January 29, 1996 by the *Child, Family and Community Service Act* which is the current legislation governing the delivery of Child and Family services in British Columbia, and



## NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD AND FAMILY SERVICES

---

- (b) who has a biological parent who is registered under the *Indian Act* (Canada),
  - (b.1) who is a Nisga'a child,
  - (c) who is under 12 years of age, and has a biological parent who
    - (i) is of aboriginal ancestry, and
    - (ii) considers himself to be aboriginal, or
  - (d) who is 12 years of age or older, of aboriginal ancestry and considers himself or herself to be aboriginal;
- "Act" means the Child, Family and Community Service Act, S.B.C. 1994, c. 46 as amended from time to time, and includes the "Child, Family and Community Service Regulations (Jan.29, 1996, O.C. 1589/95, BC reg.527/95, including amendments BC reg.400/99) enacted pursuant thereto;
- "Agreement" this agreement, amendments and all appendices attached;
- "Canada First Nations Funding Agreement" means an arrangement between Canada and NTC pursuant to Directive 20-1 which provides funding for comprehensive child and family services (including both prevention and protection) for Eligible Children;
- "Child" means a person under the age of 19 years, and includes a youth;
- "Child and Family Services" services, functions, powers or duties delivered or provided pursuant to the *Act*;
- "Days" means working days, excluding weekends and statutory holidays;
- "Delegated Authority" the powers duties or functions under the *Act* delegated by the Director pursuant to s. 92 of the *Act*;
- "Delegated Staff" employees of the NTC who have received Delegated Authority;





# NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD AND FAMILY SERVICES

---

- "NTC" includes the Nuu-chah-nulth Tribal Council and its member First Nations, Ahousaht, Ditidaht, Ehattesaht, Hesquiaht, Hupacasath, Huu-ay-aht, Ka:'yu:'k't'h'/ Che:k'tles7et'h', Mowachaht/Muchalaht, Nuchatlaht, Tla-o-qui-aht, Toquaht, Tseshaht, Uchucklesaht and Ucluelet;
- "Nuu-chah-nulth Child" any child who:
- (a) is registered or entitled to be registered as an Indian under the Indian Act, R.S.C. 1986, c1-5 and is a member of a band included within the NTC, or
  - (b) any child who has a biological parent who is or was registered as a member of a band included within the NTC, or
  - (c) is of Nuu-chah-nulth ancestry, under 12 years of age and identified by a parent or guardian or Nuu-chah-nulth community as being Nuu-chah-nulth, or
  - (d) is 12 years of age or over, of Nuu-chah-nulth ancestry and considers himself or herself to be Nuu-chah-nulth;
- "Ordinarily Resident on Reserve" means a person who is registered as an Indian and who ordinarily resides on Reserve and shall include such a person who is temporarily residing off Reserve while:
- (a) obtaining health services provided by a "hospital" or "licensed hospital" or "community care facility" or "provincial mental hospital" or "provincial mental health facility" or a "home for special care";
  - (b) attending a provincially recognized and approved drug and alcohol treatment center, shelter for battered persons or other community care homes;
  - (c) serving a criminal sentence imposed by a court, including incarceration at a "incarceration centre" or "penitentiary" or "community based residential facility" (both as defined in the Corrections and Conditional Release Act, R.S.C. 1985, c. C-44.6), a "place of temporary detention" (as defined in the

))

))

NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD  
AND FAMILY SERVICES

---

Young Offenders (British Columbia) Act, R.S.C. 1997, c. 438 or committed to custody under the Young Offender Act until such sentence is served; and

- (d) attending an educational or training program full time, as determined by the educational or training institution, and includes any period off the Reserve during school breaks and for periods of up to four months unless the individual does not return to school at the end of the period;

as set out in of the Memorandum of Understanding;

|                            |  |
|----------------------------|--|
| "Parties"                  | means the Director, NTC and Canada;  |
| "Reserve"                  | means any lands set apart by Canada for the use and benefit of any Member First Nation ;   |
| "Port Alberni"             | For purposes of this agreement, shall mean the geographic area within the watersheds on the west side of Vancouver Island between Brooks Peninsula and Carmanah Point, including the municipalities of Zeballos, Tahsis, Gold River, Tofino, Ucluelet, Port Alberni, Bamfield and surrounding areas; |
| "Province"                 | Her Majesty the Queen in Right of the Province of British Columbia;  |
| "Reportable Circumstances" | reportable circumstances as defined in the Aboriginal Operational and Practice Standards;  |
| "Usma Nu-chah-nulth"       | the name of the program established by the NTC through which NTC will provide Child and Family Services.   |

1.2 All words used in this Agreement which are defined in the *Act* and not otherwise modified or replaced in s. 1.1 of the Agreement have the meaning ascribed to them in the *Act*.

1.3 For greater certainty, the Parties agree that any inconsistency between this Agreement and the Memorandum of Understanding, this Agreement shall prevail to the extent of any inconsistency.

# NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD AND FAMILY SERVICES

---

## 2 PURPOSE

2.1 By this Agreement, the Parties intend to:

- (a) Ensure the continued delivery of Child and Family Services by the NTC pursuant to the *Act*;
- (b) Confirm and further clarify the roles and responsibilities of the Parties for the continued implementation of Child and Family Services;
- (c) describe the mechanisms, principles and financial arrangements for the provision of Child and Family Services delivered pursuant to this Agreement; and
- (d) use this Agreement as the basis for the continued development of Child and Family Services.

## 3 NON-DEROGATION

3.1 The Parties agree that this Agreement is not intended to be a treaty for the purpose of sections 25 and 35 of the *Constitution Act, 1982*.

3.2 Nothing in this Agreement abrogates or derogates from any existing aboriginal or treaty rights or creates any aboriginal or treaty rights, obligations or duties.

## 4 PRINCIPLES

4.1 Subject to the paramount consideration of the safety and well being of the child, the guiding and service principles and best interests of the child as set out in sections 2, 3 and 4 of the *Act*, the following principles govern this Agreement.

- (a) The Director and the NTC agree that, in the pursuit of a child's and community's best interests, the maintenance, establishment or re-establishment of connections between Nuu-chah-nulth Children and their communities, heritage and culture are appropriate priority objectives.
- (b) The Parties acknowledge that in keeping with the principles identified above, the NTC seeks to develop preventative, support, educational and remedial Child and Family Service programs with a Nuu-chah-nulth perspective and to deliver them in a culturally sensitive manner that encourages involvement and hiring of Nuu-chah-nulth employees.



## NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD AND FAMILY SERVICES

---

- 6.4 If the Director believes the revised standards compromise his or his delegates' ability to discharge their duties under the *Act*, he will, within a reasonable time, so advise NTC. In the event this occurs, the Director will work cooperatively and expeditiously with NTC to develop operational and practice standards that meet the Director's standards.
- 6.5 The Parties agree to provide each other with copies of their policies, standards and practices relating to the delivery of Child and Family Services pursuant to this Agreement, and any changes to such policies in a timely manner.
- 6.6 In the absence of an NTC policy or standard on a topic related to the delivery of Child and Family Services established pursuant to this agreement, the Ministry's policy or standard will apply.
- 6.7 NTC has established human resource policies, including conflict of interest policies, that address the dual accountability of Delegated Staff to both NTC and the Director.
- 6.8 NTC employees who provide Child and Family Services will be subject to the NTC human resource policies as they exist from time to time, except that if there is an inconsistency with this Agreement, this Agreement shall prevail to the extent of that inconsistency.
- 6.9 In the case of any file transfer of a Child in the care of the Director, the Director and NTC will ensure that there is clarity regarding the Party who has financial responsibility for each case in accordance with section 11.10 of this Agreement.

### 7 DELEGATION

- 7.1 The Parties agree that the standards for delegation will be those in the Aboriginal Operational and Practice Standards.
- 7.2 Upon NTC sending to the Director an application for delegation, pursuant to the *Act*, for an employee of the NTC, the Director shall respond within one month. The parties agree that full, conditional, or partial (as per the Aboriginal Delegation Matrix) delegation may be given to the employee at that time. The parties agree that full delegation pursuant to the *Act* shall be given to any nominee of the NTC within one month after that employee successfully completes training in the aboriginal social worker training program, and meets the Director's other requirements for delegation.

))

## NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD AND FAMILY SERVICES

---

- 7.3 Where there is no aboriginal social worker training program session available in any particular calendar year, and where the NTC has nominated an employee for delegation and that employee requires such social work training as a condition of that delegation, the Director will cooperate with the NTC in identifying and making available alternative arrangements, so that the delegation for that worker is not unreasonably delayed.
- 7.4 NTC Delegated Staff shall be subject to the provisions of the *Act* and to the direction of the Director with regard to the exercise of their Delegated Authority under this Agreement.

### 8 TRAINING

- 8.1 The Director agrees to pay for delegation training for Delegated Staff of NTC.
- 8.2 The Director agrees to make available other training to NTC staff that is ordinarily made available to Ministry staff.
- 8.3 The Director shall provide and be financially responsible for the training of NTC staff made necessary by changes to the *Act* or regulations under the *Act* or by changes to policies, or operational practices and standards when such changes are initiated by the Director.
- 8.4 NTC agrees that it is responsible for the costs of travel, accommodation, and backfill for staff, if any, for training made available by the Director under s. 8.1, 8.2 and 8.3 above.

### 9 POPULATION TO BE SERVED

- 9.1 Subject to changes negotiated pursuant to s. 5.1 and 5.2, the geographic scope of this Agreement is the Reserves of the Member First Nations.
- 9.2 When a Nuu-chah-nulth Child comes into the care of the Director, and is not being served by NTC, the Director agrees to cooperate with the child's First Nation community and NTC in developing a comprehensive plan of care. The Director agrees that, if it is not contrary to the best interests of the child, efforts will be made to repatriate the child to its home community, or if that is not possible to another Nuu-chah-nulth community. If a child in care is placed in a Nuu-chah-nulth community, the Director will transfer the case to NTC, subject to satisfactory financial and Child and Family Services arrangements being made between the Parties.

( )

## NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD AND FAMILY SERVICES

---

### 10 AUDIT AND EVALUATION

- 10.1 The Director and the NTC agree that case reviews conducted by the Director may include reviews in respect of:
- (a) any Reportable Circumstance resulting from Child and Family Services delivered by NTC at the time of the Reportable Circumstance; and
  - (b) a specific case where the Director requires the facts and circumstances respecting the practice of the Delegated Staff.
- 10.2 The NTC and the Director agree that an audit of Child and Family Services delivered by NTC pursuant to the *Act* will be conducted:
- (a) at a schedule agreed to between the Director and the NTC, but no less than once every five years; and
  - (b) as required by the Director.
- 10.3 The NTC agrees to maintain a client complaint process as per Part 5 of the Child, Family and Community Service Regulations, and to designate a person or persons to conduct administrative reviews pursuant to s. 93 (3) of the *Act*.

### 11 FINANCIAL

- 11.1 The costs of case reviews or service audits initiated by the Director will be the financial responsibility of the Director.
- 11.2 The Director agrees to be financially responsible, through financial agreements negotiated from time to time, for Child and Family Services included in comprehensive plans of care and delivered by NTC for children who are not Eligible Children.
- 11.3 The Director agrees to negotiate with NTC to address the cost and applicable time period of operational changes arising from changes to the *Act*, other legislation governing child and family services, Ministry policies, or operational practices and standards.
- 11.4 Subject to annual appropriations by Parliament and the approval of applicable funding authorities in accordance with this Agreement and through Canada First Nations Funding Agreement entered into between Canada and NTC, Canada agrees to provide funding under its Directive 20-1 to NTC that will be replaced annually during the term of this Agreement.



) )

## NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD AND FAMILY SERVICES

---

- 11.5 NTC agrees to comply with Canada's reporting requirements and funding policies that are set forth in Directive 20-1, the British Columbia Region Year End Reporting Guide, and the British Columbia Regional Allocation, Reporting and Coding Handbook, all as may be replaced or amended from time to time.
- 11.6 The annual calculation of funding completed in accordance with Directive 20-1, and the determination of the Eligible Child population for NTC, which are respectively applicable to the initial year of this Agreement, are described in Appendix A and will each be annually amended and replaced.
- 11.7 NTC agrees to utilize Directive 20-1 funding it receives from Canada for the provision of Child and Family Services to the Eligible Children and their families by NTC that are comparable to those Child and Family Services made available by the Ministry to other Children and families in similar circumstances.
- 11.8 The funding provided by Canada further to this Agreement is intended to be inclusive of all costs associated with the delivery of Child and Family Services to the Eligible Children and their families including but not limited to:
- (a) operations funding to provide comprehensive Child and Family Services to Eligible Child including support, prevention, protection, and adoption services; and the costs associated with staffing, salaries and benefits, administration, travel, professional development, insurance and legal fees related to operations, leasing of office space, computers and software systems required for the delivery of Child and Family Services; and
  - (b) reimbursement for maintenance costs for Eligible Children in the care of the Director in accordance with the rates established under the Memorandum of Understanding.
- 11.9 The Director and NTC agree that the amount and method of payment for Child and Family Services provided by NTC to Children not funded by Canada will be negotiated between NTC and the Ministry. The Director and NTC agree that the Ministry may provide funding to NTC for Child and Family Services to children not funded by Canada.
- 11.10 Prior to NTC providing any Child and Family Services to Children who are not considered Eligible Children for the purposes of funding from Canada, Ministry funding to NTC shall be agreed upon and reviewed annually between NTC and the Ministry to meet the requirements of subsection 11.9.

# NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD AND FAMILY SERVICES

---

11.11 NTC agrees to notify the Director and Canada if there are any changes to its funding that would significantly impact its abilities to deliver Child and Family Services under this Agreement.

## 12 INFORMATION MANAGEMENT

12.1 The Director and NTC agree that all information obtained under the authority of the Act is information in the control of the Director within the meaning of s. 73 of the Act.

12.2 The NTC acknowledges that it must ensure adherence to Part 5 of the Act, and the provisions of the *Freedom of Information and Protection of Privacy Act*, and the *Document Disposal Act*.

12.3 The Director agrees that NTC may transfer closed files to the Ministry Records Management Unit Branch or Provincial Records Storage Facilities for storage and disposal at Ministry expense.

12.4 The Director and NTC agree that NTC will access and utilize the Ministry's electronic programs for the collection, storage, sharing and retrieval of information obtained under the provisions of the Act, including:

- (a) Management Information System Central Registry (MIS CR);
- (b) Social Worker Management Information System (MIS/SWS);
- (c) Community Information System (CIS); and
- (d) Outlook or other e-mail systems as they become available.

## 13 LIABILITY

13.1 NTC agrees to indemnify and save harmless the Province, its employees and agents (each an "indemnified person") from any losses, claims, damages, actions, causes of action, costs and expenses that an indemnified person may sustain, incur, suffer or be put to at any time, either before or after termination of this Agreement, which are based on, arise out of, or occur, directly or indirectly, by reason of any act or omission by NTC or by any of its agents, employees, officers, directors, or subcontractors in respect of the provision of services pursuant to this agreement, except liability arising from any independent negligent act of the Province.

) )

## NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD AND FAMILY SERVICES

---

- 13.2 NTC agrees to subscribe to, and the Ministry agrees to pay for a minimum of, \$2,000,000 of Comprehensive General Liability Insurance under the terms and conditions of the Government Master Insurance Program as they exist from time to time, and to renew this policy, where reasonably possible, while this Agreement is in effect, with the understanding that this insurance will include as insureds: employees, agents, and approved contractors of NTC who are not required to have Delegated Authority, but are required to perform duty or function under the direction of the Delegated Staff.
- 13.3 NTC agrees to indemnify and save harmless Canada, its heirs, successors, officials, employees and agents (collectively, "Her Majesty") from any losses, claims, damages, actions, causes of action, costs and expenses that Her Majesty may sustain, incur, suffer, or be put to at any time, either before or after the termination of the Agreement, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by NTC or by any of their respective agents, employees, officers, directors, contractors or subcontractors in respect of the provision of Child and Family Services pursuant to this Agreement, except as may be caused by any independent negligent act of Her Majesty.

#### 14 TERM OF AGREEMENT; AMENDMENT AND TERMINATION

- 14.1 This Agreement may be amended from time to time with the written agreement of the Parties.
- 14.2 This Agreement will commence on the date first written above and will expire on March 31, 2009.
- 14.3 This Agreement may be renewed for further terms by the written agreement of the Parties. The Parties agree to meet to commence discussions concerning a renewal of this Agreement six months prior to the expiry of this Agreement.
- 14.4 Upon the execution of this Agreement, the agreement entered into by the Superintendent of Family and Child Services of British Columbia and the NTC on the 7<sup>th</sup> day of November 1985 shall cease to have effect and expire.
- 14.5 This Agreement may be terminated by any party on six months written notice to the other Parties or upon an earlier date if the Parties agree in writing. Upon receiving notice under this section, any Party may request that other remedies within the terms the Agreement be exhausted prior to termination, including the provisions of section 14.6 below.

## NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD AND FAMILY SERVICES

---

- 14.6 Upon receipt of a termination notice under 14.5, and a written request from a Party for remedies, the Parties agree to use, prior to this Agreement being terminated, one or more of the following remedies, or others as agreed to by the Parties:
- (a) implementation of a recommendation by a joint advisory committee under section 17.3 below;
  - (b) communication between the Director, Canada, and the Executive Director of NTC;
  - (c) mediation processes in which a mediator will have the ability to make recommendations for addressing the concerns of the Parties; and
  - (d) interim management of files by the Director pending other resolution.
- 14.7 Notwithstanding sections 14.5 and 14.6 above, the Director may terminate this Agreement with notice to the other Parties pursuant to section 15.1 below, if he has reason to believe that any of the following conditions apply to NTC and remedy is not possible under the Agreement:
- (a) NTC no longer has status as a legal entity; or
  - (b) NTC becomes insolvent; or
  - (c) NTC is in breach of a material obligation under this Agreement, which may include failure to competently exercise Delegated Authority.
- 14.9 If Canada determines that a remedy is not possible in section 14.6 above, Canada may, by written notification in accordance with Article 15.1 of this Agreement that includes the reasons for termination, terminate this Agreement immediately upon:
- (a) NTC failing to comply with terms of the Canada First Nations Funding Agreement applicable to any given year of the term of this Agreement; or
  - (b) NTC failing to comply with the terms of this Agreement, inclusive of Canada's reporting requirements and the funding policies referred to in section 11.6 of this Agreement
- 14.10 If any provision or part thereof of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be separately valid and enforceable to the fullest extent possible.

) )

NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD  
AND FAMILY SERVICES

---

**15 NOTICE**

15.1 Any Notice or written communication required or permitted to be given pursuant to this Agreement may be given as follows:

(a) To the NTC: Nuuchahnulth Tribal Council  
Executive Director  
5001 Mission Road  
P.O. Box 1280  
Port Alberni, BC V9Y 7M2

Phone: 250-724-3232 Fax: 250-723-6017

(b) To the Director: Director for the  
Ministry of Children and Family Development  
P.O. Box 9766  
Station Provincial Government  
Victoria, B.C.  
V8W 9S5

Telephone: 250-387-7060 Fax: 250-356-0311

(c) To Canada: Director of Funding Services  
Fax: (604) 666-2046  
Director of Intergovernmental Affairs  
Fax: (604) 666-9812

Department of Indian Affairs and Northern  
Development  
600 – 1138 Melville Street  
Vancouver, BC V8E 4S3

15.2 Notices deemed to be received when hand delivered or received by a facsimile unless the Parties otherwise agree.

15.3 Either of the Parties whose address changes will notify the other in writing of a new address for notification as soon as possible.

# NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD AND FAMILY SERVICES

---

## 16 MISCELLANEOUS PROVISIONS

- 16.1 This Agreement will be governed by, and construed in accordance with, the laws of the Province of British Columbia and Canada.
- 16.2 The headings of this Agreement are included for reference as a matter of convenience and in no way define, limit or enlarge the scope of any provisions of the Agreement.
- 16.3 All words in a singular include the plural and vice-versa. All words in the masculine gender include the feminine and neutral genders. All words in the neutral gender include the masculine and feminine genders.
- 16.3 This Agreement will not affect the ability of the NTC or Nuu-chah-nulth persons or the Member First Nations to participate in and benefit from Provincial or Federal programs for aboriginal people in accordance with general criteria established for these programs from time to time.
- 16.4 No member of the Senate or House of Commons of Canada or member of the Legislature of the Province of British Columbia will be admitted to any share or part of this Agreement or any benefit arising there from.

## 17 WITHOUT PREJUDICE

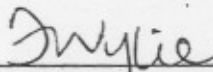
- 17.1 Apart from matters pertaining to this Agreement, the Parties agree that this Agreement is without prejudice to any future legal or negotiating positions any party may wish to take.
- 17.2 This Agreement is not intended to nor should it be interpreted as preventing the exercise of Nuu-chah-nulth government jurisdiction pursuant to any treaty signed with Canada or British Columbia. Further, this Agreement is not intended to jeopardize, or limit present or future treaty negotiations, or the result of any such negotiations.
- 17.3 The Parties agree that, with respect to the interpretation, application, and implementation of this Agreement, including funding or any other matter that would significantly impact NTC's ability to deliver Child and Family Services under this Agreement, all of the Parties can deal with these matters, when necessary, through a scheduled meeting of a joint advisory committee representing all of the Parties.

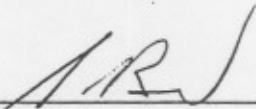
1 )  
NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD  
AND FAMILY SERVICES

---

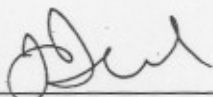
IN WITNESS WHEREOF the Parties have signed and executed this Agreement  
in counterpart to be effective on the date first above:


NTC by its authorized signatories:

  
\_\_\_\_\_  
Florence Wylie  
Executive Director  
Nuu-chah-nulth Tribal Council

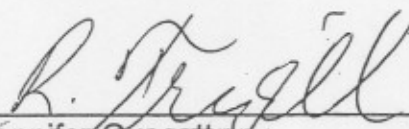
  
\_\_\_\_\_  
Witness  
22/04/2004  
(date)

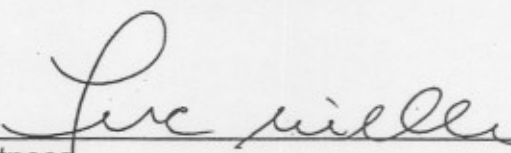
The DIRECTOR, *Child, Family, Community  
Services Act*:

  
\_\_\_\_\_  
Jeremy Berland  
The Director responsible for Aboriginal Child  
and Family Service agencies as designated by  
The Minister under Section 91 of the Act

  
\_\_\_\_\_  
Witness  
06/05/2004  
(date)

SIGNED ON BEHALF OF  
HER MAJESTY THE QUEEN  
IN RIGHT OF CANADA,  
as represented by the Minister of  
Indian Affairs and Northern  
Development by the Minister's  
authorized signatory

  
\_\_\_\_\_  
Jennifer Guscott  
A/Regional Director General  
Department of Indian Affairs and  
Northern Development,  
British Columbia Region

  
\_\_\_\_\_  
Witness  
MAY 18 2004  
(date)

NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD  
AND FAMILY SERVICES

---

APPENDIX A

Program Directive 20-1



## Program Directives 20-1

## Directives du programme 20-1

Chapter 5  
Social DevelopmentChapitre 5  
Développement socialPD 5.1  
First Nations Child and Family  
Services (FNCFS)DP 5.1  
Services d'aide à l'enfance et à la  
famille des Premières Nations  
(SAEFPN)

## 1.0 Purpose

## 1.0 Objet

This directive states the department's policy regarding the administration of the First Nations Child and Family Services Program.

La présente directive décrit la politique du Ministère en matière d'administration du Programme de Services d'aide à l'enfance et à la famille des Premières Nations.

## 2.0 Authority

## 2.0 Autorisation

This directive is issued as a follow-up to the Cabinet Decision of July 27, 1989.

Cette directive est émise à la suite de la décision du Cabinet du 27 juillet 1989.

## 3.0 Issuing Authority

3.0 Autorisation de  
publication

This directive is issued under the authority of the Assistant Deputy Minister of Corporate Services.

Le présent document est publié sous l'autorité du sous-ministre adjoint des Services ministériels.

## 4.0 Scope

## 4.0 Portée

This directive applies to all employees, both at headquarters and in the regions, in the carrying out of the department's functions in regard to the funding and support of child and family services on reserves.

La directive s'applique aux employés, tant à l'Administration centrale que dans les régions, qui exécutent les fonctions relevant du Ministère quant au financement et à l'appui des services d'aide.

## .0 Responsibilities

5.1 Except where otherwise indicated, this directive will be implemented by the Regional Director General.

5.2 The responsibility for approving developmental plans and new funding lies with HQ Financial Services in cooperation with the Indian Programming and Funding Allocations Directorate at HQ.

5.3 The Indian Programming and Funding Allocation Directorate is responsible for the interpretation of this directive and for the insertion of any necessary changes.

## 6.0 Principles

6.1 The department is committed to the expansion of First Nations Child and Family Services on reserve to a level comparable to the services provided off reserve in similar circumstances. This commitment is independent of and without prejudice to any related right which may or may not exist under treaties.

6.2 The department will support the creation of Indian designed, controlled and managed services.

6.3 The department will support the development of Indian standards for those services, and will work with Indian organizations to encourage their adoption by provinces/territory.

## 5.0 Responsabilités

5.1 Sauf sous indication contraire cette directive sera mise en oeuvre par les directeurs généraux régionaux.

5.2 Les Services financiers en collaboration avec la Direction du financement et des programmes pour les Indiens, à l'Administration centrale, ont la responsabilité d'approuver les plans de développement ainsi que le financement supplémentaire.

5.3 La Direction du financement et des programmes pour les Indiens détient la responsabilité d'interpréter cette directive et d'y insérer tout changement qui s'avère nécessaire.

## 6.0 Principes

6.1 Le Ministère s'est engagé à élargir les services d'aide à l'enfance et à la famille des Premières Nations dans les réserves, de manière qu'ils soient comparables aux services offerts hors des réserves dans des circonstances analogues. Cet engagement est indépendant et n'est pas préjudiciable aux droits connexes existants, peut-être ou pas, sous les traités.

6.2 Le Ministère appuiera la création de services conçus, contrôlés et gérés par les Indiens.

6.3 Le Ministère aidera en outre les Indiens à élaborer des normes pour ces services et travaillera conjointement avec les organismes indiens à encourager les provinces/territoire à les adopter.

6.4 This expansion of First Nations Child and Family Services (FNCFS) will be gradual as funds become available and First Nations are prepared to negotiate the establishment of new services or the take-over of existing services.

6.5 Provincial child and family services legislation is applicable on reserves and will form the basis for this expansion. It is the intention of the department to include the provinces in the process and as party to agreements.

## 7.0 Developmental Activities

7.1 The department will fund the development of new FNCFS organizations as follows:

### (a) *Pre-planning:*

This activity is intended to support community consultation, data collection and information gathering sufficient for the preparation of an initial community proposal and preliminary discussions with the province/territory and DIAND. It should produce a detailed plan (direction and services wanted and how they intend to achieve this), and band council resolutions indicating community support for the development of FNCFS.

### (b) *Planning:*

This activity is intended to support all the work leading up to and including a

6.4 Cet élargissement des Service d'aide à l'enfance et à la famille des Premières Nations (SAEFPN) se fera graduellement, à mesure que les fonds sont disponibles et que les Premières Nations sont disposées à négocier la création de nouveaux services ou à assumer les services actuels.

6.5 La législation provinciale sur l'enfance et la famille s'applique aux réserves et sera à la base de cet élargissement. Le Ministère a l'intention d'inclure les provinces dans ce processus et comme signataires des ententes.

## 7.0 Activités de développement

7.1 Le Ministère financera la création de nouveaux organismes SAEFPN, comme suit:

### a) *Pré-conception:*

Cette activité vise à appuyer les consultations communautaires, la collecte de données et l'obtention d'informations qui permettront de rédiger une proposition initiale pour la communauté, ainsi que de tenir des discussions préliminaires avec la province ou territoire et le MAINC. Elle devrait aboutir à un plan détaillé (direction et services désirés et leur intention pour accomplir ceci) et à des résolutions du conseil de bande donnant la preuve que la communauté appuie la création de SAEFPN.

### b) *Conception:*

Cette activité vise à appuyer tous les aspects de la création d'un nouvel

formal agreement between the parties (province/territory, DIAND and Indian groups) for the start-up of a new organization. It will include needs assessment, identification of respective roles and responsibilities, description of services and delivery mode, elaboration of personnel policies (i.e. organization chart, job descriptions, etc.) and financial policies (i.e. accounting system, etc.), description of an implementation plan, funding arrangements, etc.

(c) *Start-up:*

This phase will see the hiring of staff, the establishment of the office(s), purchase of equipment and furniture, the set-up, orientation and training of local committees and board of directors as well as the initial training of staff.

7.2 A pre-condition for moving from one developmental phase to another, is the completion of the previous phase. This funding will be provided only once for each phase to each group and band. Funding of the pre-planning and planning phases can be incorporated in the Comprehensive Funding Arrangement (CFA) of the band or the tribal council and will be considered as a Flexible Transfer Payment (FTP). The start-up funding will form part of a separate contribution agreement, as well the ongoing operating budget.

organisme, y compris la préparation et l'entente officielle entre les intéressés (province/ territoire, MAINC et groupements indiens). Cela comprend l'évaluation des besoins, la détermination des rôles et responsabilités de chacun, la description des services et des modes de prestation, l'élaboration de politiques sur le personnel, (par exemple, organigramme, descriptions de tâches, etc.) et le financement de l'organisme (par exemple, système de comptabilité, etc.), la description d'un plan de mise en oeuvre, les modalités de financement, etc.

c) *Mise en oeuvre:*

À cette étape, le personnel est engagé, le(s) bureau(x) est(sont) créé(s), on achète l'équipement et les meubles, les comités locaux et conseils d'administration sont établis, orientés et formés, et l'on procède à la formation initiale du personnel.

7.2 Il ne sera possible de passer d'une étape à une autre qu'à condition que la première soit menée à terme. Ce financement ne sera assuré qu'une seule fois à chaque groupe et bande, pour chaque étape. Le financement des étapes de pré-conception et de conception peut être incorporé à la Formule globale de financement (FGF) de la bande ou du conseil tribal, et sera considéré comme un Paiement de transfert souple (PTS). Le fonds initial fera parti d'une entente de contribution distincte, de même que le budget opérationnel permanent.

## 8.0 Funding adjustment for existing organizations

8.1 Existing organizations which are funded at a rate lower than that proposed (for new organizations) in sections 19 and 20, will have their budget increased at the same level and rate as described in section 19 (for new organizations).

8.2 Beginning in fiscal year 1995-1996, existing organizations which are funded at a rate greater than 100% of the operational funding formula (for new organizations) as described in sections 19 and 20 will be reduced to the 100% level of the formula by 1996-1997. In 1995-1996, the funding of these organizations will be reduced by one half the amount above the 100% level, with the other half deducted in 1996-1997.

## 9.0 Scale of organizations

9.1 Each organization should if possible serve at least 1,000 children (0-18 years of age). It is realized that in certain circumstances this may be impossible and the department is ready to consider exceptions to assist potential organizations that would serve less than 1,000 children.

(a) *Grounds for Exceptions:*

(1) isolation and remoteness: the distance between bands that would otherwise work in

## 8.0 Rajustement du financement des organismes actuels

8.1 Les organismes établis qui reçoivent un financement inférieur à celui proposé aux sections 19 et 20 (pour de nouveaux organismes), auront droit à une augmentation de leur budget en fonction des taux exprimés à la section 19 (pour de nouveaux organismes),

8.2 À partir de l'exercice financier 1994-1995, les organismes établis bénéficiant d'un financement supérieur à 100% de la formule de financement opérationnel (pour de nouveaux organismes) tel que stipulé aux sections 19 et 20, subiront une réduction pour atteindre le niveau de financement à 100% de la formule de financement d'ici 1996-1997. En 1995-1996, le financement de ces organismes sera réduit de la moitié du montant qui est supérieur au niveau de 100% et l'autre moitié sera déduite en 1996-1997.

## 9.0 Échelle d'efficacité des organismes

9.1 Si possible, chaque organisme devrait desservir au moins 1 000 enfants âgés de 0 à 18 ans. Conscient que cela se révélera impossible dans certaines situations, le Ministère est disposé à envisager des exceptions pour les organismes qui possiblement auraient moins de 1 000 enfants à desservir.

a) *Raisons d'exceptions:*

1) isolement et éloignement: la distance qui sépare les bandes qui

cooperation is so great that efficiency would not be achieved by following the guideline;

(2) cultural contrast: extreme cultural differences would not lead to effective working relationships; or

(3) existing groupings: some bands are already cooperating together in the administration and delivery of other programs and it would be essential that the same grouping be acknowledged in order to create an efficient FNCFS organization.

## 9.0 Delivery Options

The funding level proposed in section 19 is for the provision of a full range of child and family services (protection and prevention). When it comes to the delivery of these services, the Indian groups that will be setting up a new organization could decide to deliver only part of the services (i.e. prevention) and decide to have someone else deliver the balance of services (i.e. province, another Indian organization or a private group that has the delegated authority). The group may also decide to start delivering the services on a gradual basis: for example, prevention in the first year, protection in the second year, and adoption in the third year of operation. In this case, the province or one of its agencies would continue to provide the other services until the new ICFS

collaboreraient en temps normal est telle qu'on ne gagnerait pas en efficacité si l'on observait les lignes directrices;

2) contraste de cultures: les divergences extrêmes entre les cultures ne favoriseraient pas de bons rapports de travail; ou

3) groupements actuels: certaines bandes administrent et donnent d'autres programmes en collaboration; il est donc essentiel qu'on maintienne les mêmes groupements, en vue d'assurer l'efficacité d'organismes SAEFPN.

## 10.0 Options en matière de prestation

Le financement proposé à la section 19 concerne une gamme complète de services à l'enfance et à la famille (protection et prévention). Pour la prestation de ces services, les groupes autochtones mettant sur pied le nouvel organisme peuvent décider d'offrir qu'une partie des services (par exemple, la prévention) et faire en sorte que le reste des services soient offerts par quelqu'un d'autre (par exemple, la province, un autre organisme indien ou un groupe privé jouissant de pouvoirs délégués). Le groupe peut aussi ne commencer que graduellement à offrir les services: par exemple, la prévention la première année de fonctionnement, la protection la seconde et l'adoption la troisième. Dans ce cas, la province (ou l'une de ses agences) continuerait à

organization has assumed them, and would be paid from the total allocation. All of these options and other variations are acceptable so long as the agreement clearly indicates who will do what at any given time and all services are provided within the allocated budget (according to the funding formula).

## 11.0 Evaluation

11.1 The department believes that any new FNCFS organization needs to review its progress as it matures. For this reason, the department will provide a contribution (FTP) of \$30,600 to each new organization in its third and sixth year of operation to complete an internal review of its operation in order to identify weaknesses and strengths and to plan any desired improvements to the quality of its services.

The report of this review is for the organization's benefit and does not have to be released to the department. Reviews or evaluations after the sixth year of operation will be the financial responsibility of the FNCFS organization. Over and above these internal reviews, an organization may be required to complete an evaluation in relation to its mandate regarding the protection of children from abuse and neglect; provinces/territory would need to address this matter with Indian organizations.

11.2 DIAND evaluations will cover the entire Child Welfare Program rather than specific organizations or agreements. As part of its periodic review of the results being achieved by the total program, DIAND Evaluation Directorate will analyze the information submitted by provinces/territory and organizations, to

assurer les autres services jusqu'à ce que le nouvel organisme SAEFI puisse les assumer, et serait payée à partir du total de l'affectation. Chacune de ces options et d'autres variations sont acceptables, pour autant que l'entente stipule les tâches qui reviennent à chacun dans toute situation donnée, et que les services sont assurés dans les limites du budget (selon la formule de financement).

## 11.0 Évaluation

11.1 Le Ministère estime que tout nouvel organisme SAEFPN doit évaluer périodiquement les progrès qu'il réalise. Dans ce but, il remettra une contribution (PTS) de 30 600 \$ à chaque nouvel organisme à sa troisième et sixième année de fonctionnement, dans le but de mener un examen interne de ses opérations pour en cerner les points forts et points faibles, et de voir aux améliorations qu'il convient d'apporter à la qualité des services. Le rapport dressé dans ce cadre est destiné à l'organisme et n'est pas obligatoirement communiqué au Ministère. Les inspections ou évaluations menées après la sixième année seront à la charge de l'organisme SAEFPN. L'organisme devra peut-être aussi, outre ces inspections internes, évaluer s'il remplit son mandat en matière de protection des enfants contre l'abus et la négligence. Les provinces/territoire devront discuter de cet aspect avec les organismes Indiens.

11.2 Les évaluations du MAINC seront du Programme de bien-être destiné aux enfants indiens dans son ensemble, plutôt que des ententes ou organismes individuels. En plus des analyses périodiques des résultats obtenus du programme dans son ensemble, la Direction de l'évaluation du Ministère

ensure that objectives are being met and agreements are being fulfilled.

## 12.0 Agreements

Agreement(s) will be in place reflecting a comprehensive range of child and family services, service delivery mode, respective roles and responsibility of parties (FNCFS organization, DIAND, province/ territory) and will ensure no duplication of services and/or cost. These agreements can be tripartite in nature or complementary bilateral (i.e. DIAND/First Nations and First Nations/Province or Territory).

## 13.0 Terms and Conditions

Because First Nations Child and Family Services (FNCFS) are developmental services being expanded across Canada, they are excluded at this time from Alternative Funding Arrangements (AFA) with bands and tribal councils. The terms and conditions applicable to Comprehensive Funding Arrangements must be included in FNCFS agreements as contained in the national generic model as amended from time to time (Appendix A). The Cash Management Policy also applies. Specific program terms and conditions (Appendix B) will be kept to a minimum.

## 14.0 Indian Standards

14.1 In the fiscal years 1990-1991 and 1991-1992, the department funded development of Indian standards for

étudiera l'information fournie par les provinces/territoire et les organismes pour s'assurer que les objectifs sont atteints et que les ententes soient respectées.

## 12.0 Ententes

On signera une ou plusieurs ententes, énonçant la gamme complète de services d'aide à l'enfance et à la famille, les modalités de prestation des services, et les rôles et responsabilités respectifs des partis (organisme SAEFPN, MAINC, province ou territoire), qui serviront aussi à éviter les répétitions des services ou des frais; ces ententes peuvent être tripartites ou, de façon complémentaire, bilatérales (par exemple, MAINC/Premières Nations et Premières Nations/Province ou territoire).

## 13.0 Termes et conditions

Parce que les Services d'aide à l'enfance et à la famille des Premières Nations (SAEFPN) sont des services en voie de développement et d'expansion à travers le Canada, ils sont pour le moment exclus des Modes optionnels de financement (MOF) avec les bandes et conseils tribaux. Les ententes SAEFPN doivent respecter les conditions s'appliquant aux Formules globales de financement telles que décrites dans le modèle national générique qui sera modifié au fil du temps (Appendice A). De même, la Politique sur la gestion de l'argent s'y applique. On réduira au minimum les conditions précises régissant les programmes (Appendice B).

## 14.0 Normes indiennes

14.1 Au cours des exercices financiers 1990-1991 et 1991-1992, le Ministère a financé l'élaboration de normes



the delivery of child and family services on reserves. A total of \$1.5M was provided to the regions who determined in consultation with Indian groups in their region the best way of achieving this task. These standards, when adopted by the province/territory, can be implemented if they do not imply additional costs for Canada over and above the funding level described in section 18.

14.2 The only condition to this funding was that standards be duly developed and made available to DIAND and any other Indian group in Canada which desires to receive a copy.

14.3 Final reports are expected in the course of fiscal year 1992-1993.

### 15.0 Tripartite Mechanism

Each region will initiate a regional tripartite panel or committee, composed of representatives of DIAND, FNCFS organizations and the province, to review program objectives, the development of Indian standards, and to be a vehicle for ongoing discussions on issues of regional concern.

### 16.0 Effective Date

This directive has been implemented as of April 1, 1991.

indiennes pour la prestation de services d'aide à l'enfance et à la famille dans les réserves. Un total de 1,5 million \$ a été fourni aux régions qui, en consultation avec les groupes indiens dans leur région ont déterminé la meilleure façon d'y parvenir. Ces normes une fois adoptées par la province ou le territoire peuvent être mises en oeuvre, si elles ne supposent aucune dépense pour le Canada autre que le financement décrit à la section 18.

14.2 La seule condition qui s'attachait à ce financement, c'était que les normes soient effectivement élaborées et mises à la disposition du MAINC et de tout autre groupe indien au Canada qui en désire une copie.

14.3 Des rapports finals sont attendus au courant de l'année financière 1992-1993.

### 15.0 Modalités des ententes tripartites

Chaque région mettra sur pied un comité tripartite régional, composé de représentants du MAINC, des organismes SAFEPN et de la province, chargé d'examiner les objectifs du programme et d'élaborer de normes indiennes, et de servir d'intermédiaire dans les discussions sur les questions d'intérêt régional.

### 16.0 Date d'entrée en vigueur

Cette directive est en vigueur depuis le 1<sup>er</sup> avril 1991.

**17.0 Amendment**

Based on input by First Nations and/or provincial/territorial governments, this directive will be amended as required.

**18.0 Developmental Activity Funding**

18.1 Pre-planning will be funded at a rate of \$11,101.06 per group and \$1,665.16 per member band.

18.2 Planning will be funded at a rate of \$88,808.48 per group and \$3,330.32 per member band.

18.3 Start-up will be funded at a flat rate of \$185,387.70 per organization plus 5% of first year of operational funding as described in section 19.

18.4 The above-mentioned flat rate of \$185,387.70 may be adjusted as described in section 20.1.

**19.0 Operational funding**

19.1 For the provision of comprehensive child and family services (both prevention and protection), the department will fund new FNCFS organizations as follows:

(a) A fixed amount of \$143,158.84 per organization + \$10,713.59 per member band + \$726.91 per child (0-18 years) + \$9235.23 x average remoteness factor + \$8,865.90 per member band x average remoteness

**17.0 Modifications**

Cette directive sera modifiée au besoin, en fonction des renseignements fournis par les Premières Nations ou par les gouvernements provinciaux ou territoriaux.

**18.0 Financement des activités de développement**

18.1 La pré-conception sera financée à raison de 11 101,06 \$ par groupe et 1 665,16 \$ par bande participante.

18.2 La conception sera financée à raison de 88 808,48 \$ par groupe et 3 330,32 \$ par bande participante.

18.3 L'étape de mise en oeuvre sera financée à raison d'un taux de base de 185 387,70 \$ par organisme et 25% de la première année complète de financement des opérations tel que décrit à la section 19.

18.4 Le taux de base de 185 387,70 \$ ci-haut mentionné peut être ajusté tel que décrit à la section 20.1.

**19.0 Financement opérationnel**

19.1 Le Ministère financera les nouveaux organismes SAEFPN comme suit, en vue de la prestation de services globaux à l'enfance et à la famille (prévention et protection):

a) Un montant fixe de 143 158,84 \$ par organisme + 10 713,59 \$ par bande participante + 726,91 \$ par enfant (de 0 à 18 ans) + 9 235,23 \$ x moyenne des facteurs d'éloignement

factor + \$73.65 per child x average remoteness factor + actual cost of the per diem rates of foster homes, group homes and institutions established by the province/territory.

(b) The above-mentioned fixed amount of \$143,158.84 may be adjusted as described in section 20.2.

(c) In its first year of operation, a new organization will receive 75% of the formula, 85% in its 2nd year, 95% in its 3rd year and 100% in its 4th year. These adjustments will reflect a gradual implementation of the formula over a 4-year period.

(d) The remoteness factors are the same as used for band support activities. The child population of 0 to 18 years on reserve is the same as used by Lands and Trust Services. When calculating the funding formula in a given fiscal year, the child population counted in December of the previous year will be used.

(e) In the Quebec Region, Child and Family Services form part of a network of comprehensive social services. The proposed funding levels are for child and family services only; existing funding for other social services will not

+ 8 865,90 \$ par bande participant x moyenne des facteurs d'éloignement + 73,65 \$ par enfant x moyenne des facteurs d'éloignement + coûts réels des tau quotidiens des foyers nourriciers, foyers de groupe et institutions tel que déterminés par la province ou le territoire.

b) Le montant fixe de 143 158.84 \$ ci-haut mentionné peut être ajusté tel que décrit à la section 20.2

c) Au cours de sa première année d'opération un nouvel organisme recevra 75% de la formule, 85% durant la 2<sup>e</sup> année, 95% durant la 3<sup>e</sup> année et 100% pour la 4<sup>e</sup> année d'opération. Ces ajustements reflètent une mise en application graduelle de la formule sur une période de 4 ans.

d) Les facteurs d'éloignement sont les mêmes qu'utilisés par la Direction du soutien des bandes. La population des enfants âgés entre 0 et 18 ans dans les réserves est la même que celle qu'utilise les Services fonciers et fiduciaires. Lorsqu'on calcule la formule de financement dans une année financière donnée, la population d'enfants telle que recensée en date du mois de décembre de l'année précédente, sera utilisée.

e) Dans la région de Québec, les Services à l'enfance et à la famille sont intégrés à un réseau général de services sociaux. Le financement proposé porte exclusivement sur les services d'aide à l'enfance et à la

be affected by the introduction of the above funding formula.

(f) Operational funding will be provided through a Comprehensive Funding Arrangement (CFA). The budgets for maintenance will be provided as a contribution in accordance with actual approved expenditures, while the operational budget (including developmental activities) has been authorized as a Flexible Transfer Payment (FTP) where the organization will have full authority to set the priorities to be funded (within the sphere of the Child and Family Services Program) so long as the mandate to protect and prevent children from being abused is met. The province/territory having the responsibility for child protection and having delegated this responsibility to Indian organizations will need to address this matter with Indian organizations.

## 20.0 Funding adjustment for proposed organizations serving less than 1,000 children:

20.1 Start-up Costs: if the number of children to be served is between 801 and 1,000, no adjustment. If the number of children to be served is between 501 and 800, the flat rate for start-up as described in section 18.3 will be \$92,693,85 rather than 185,387,70. If the number of children

famille, et n'affecte en rien le financement des autres services sociaux.

f) Les frais d'exploitation seront incorporés à la Formule globale de financement (FGF). Les budgets pour les frais du maintien d'un enfant en soins seront payés comme une contribution selon les dépenses réelles et approuvées, tandis que le budget opérationnel (incluant les activités de développement) peut être un Paiement de transfert souple (PTS), c'est-à-dire que l'organisme aura le pouvoir de fixer les priorités de financement (à l'intérieur du Programme des Services d'aide à l'enfance et à la famille) à condition de respecter le mandat de protection de l'enfant et de la prévention d'abus. La province ou le territoire ayant la responsabilité de protéger les enfants et ayant délégué cette responsabilité aux organismes indiens devront discuter de cet aspect avec les organismes indiens.

## 20.0 Rajustement du financement pour les organismes éventuels qui desservent moins de 1 000 enfants:

20.1 Coûts de mise en oeuvre: aucun rajustement si le nombre d'enfants desservis se situe entre 801 et 1 000. Entre 501 et 800, le taux de base décrit à la section 18.3 passera de 185 387,70 \$ à 92 693,85 \$, et de 185 387,70 \$ à 46 346,92 \$ si entre 251 et 500 enfants

to be served is between 251 and 500, the flat rate for start-up will be \$46,346,92 rather than \$185,387,70. If the number of children to be served is less than 251, the flat rate for start-up will not be available.

20.2 Operational costs: if the number of children to be served is between 801 and 1,000, no adjustment. If the number of children to be served is between 501 and 800, the fixed amount per organization of \$143,158,84 as described in section 19.1 will be reduced to \$71,579,43; this amount will be further reduced to \$35,789,10 for organizations serving between 251 to 500 children. If the number of children to be served is less than 251, the fixed amount will not be available.

20.3 All other funding levels and future year adjustments remain as previously described.

## 21.0 Administrative Process

Regions are required to submit expansion plans that require additional funding to the Finance Directorate for their approval. This will be accorded on the basis of the policy of this directive being respected, and as long as the progress in the resolution of the off-reserve social services issue generates sufficient dollar offsets to fund these activities.

HQ Financial Services has the responsibility for the budgetary allocations necessary for these activities and regions must live within these budgets.

sont desservis. Si moins de 251 enfants sont desservis, le taux de base de la mise en oeuvre ne sera pas versé.

20.2 Coûts d'exploitation: aucun rajustement si le nombre d'enfants desservis se situe entre 801 et 1 000. Entre 501 et 800, le montant fixe par organisme de 143 158,84 \$, décrit à la section 19.1, sera réduit à 71 579,43 \$; ce montant sera de plus réduit à 35 789,10 \$ pour les organismes desservant entre 251 à 500 enfants. Si moins de 251 enfants sont desservis, le montant fixe ne sera pas versé.

20.3 Les niveaux de financement et les rajustements pour les années à venir restent tels que décrits précédemment.

## 21.0 Processus administratif

Les régions doivent soumettre tout plan d'expansion qui requiert des fonds additionnels à l'approbation de la Direction des finances. Cette approbation sera donnée pourvu que la politique de la présente directive soit respectée et que les progrès réalisés dans la résolution du dossier des services sociaux hors réserve génère suffisamment d'économies pour financer ces activités.

Les Services financiers à l'Administration centrale ont la responsabilité d'allouer les fonds nécessaires à ces activités et les régions doivent respecter les limites de ces budgets.

The contents of the agreements to be negotiated pursuant to this directive should be closely scrutinized by Legal Services to ensure that the respective roles and responsibilities of the parties are clearly spelled out.

Le contenu des ententes à négocier dans le cadre de cette directive devrait être examiné de près par les Services juridiques pour s'assurer que les rôles et responsabilités respectifs des parties sont clairement définis.

## 22.0 Effective Date

## 22.0 Date d'entrée en vigueur

The financial components of the directive will be implemented as funds become available. All monetary amounts reflect 1995-1996 values. These amounts will be increased every year to reflect cost increases provided by Treasury Board.

La portion financière de la directive sera mise en vigueur quand les fonds seront disponibles. Tous les montants sont établis en fonction de l'année financière 1995-1996. Ils seront augmentés chaque année en fonction de l'augmentation des coûts et du financement offert par le Conseil du Trésor.

## 23.0 Enquiries

## 23.0 Demande de renseignements

3.1 Anyone wishing further information or clarification regarding this directive should contact the Regional Director General or the Director of Indian Programming and Funding Allocations at Headquarters.

23.1 Pour de plus amples renseignements ou des explications concernant cette directive, veuillez communiquer avec le directeur général régional ou le directeur du Financement et des programmes pour les Indiens à l'Administration centrale.

23.2 All requests for additional copies of this directive should be addressed to the Manuals and Forms Management Unit, Administration Directorate.

23.2 Toutes les demandes de copies supplémentaires de la présente directive doivent être adressées à la Sous-section de la gestion des guides et des formules, Direction de l'administration.

## 24.0 Appendices

## 24.0 Appendices

- A - General Terms and Conditions Applicable to Comprehensive Funding Arrangements (CFA)
- B - Specific Program Terms and Conditions

- A - Termes et conditions généraux de la Formule globale de financement (FGF)
- B - Termes et conditions spécifiques du programme

- C - Annual Funding Levels
- D - Specific Program Reporting for First Nations Child and Family Services

- C - Niveaux de financement annuel
- D - Rapports particuliers sur les services d'aide à l'enfance et à la famille des Premières Nations.

## Appendix A

General Terms and Conditions Applicable to Comprehensive Funding Arrangements (CFA)

The following items must be included in ICFS funding arrangements.

1. Recipient clearly identified
2. Purpose clearly stated
3. Definitions
  - (a) Flexible Transfer Payment
  - (b) Contribution
  - (c) Surplus/Deficit
  - (d) Action Plan/Remedial action
  - (e) Expenditure Plan
  - (f) Indian resident on reserve
  - (g) Maintenance
4. Duration specified
5. Signing date
6. Effective
7. Roles and responsibilities of the department and of the recipient clearly described
8. Surplus/Deficit administration

## Appendice A

Termes et conditions généraux de la Formule globale de financement (FGF)

Les points suivants doivent être inclus dans les ententes financières SAEFI.

1. Bénéficiaire clairement identifié
2. But clairement énoncé
3. Définitions
  - a) paiement de transfert souple
  - b) contribution
  - c) surplus/déficit
  - d) plan d'action/action corrective
  - e) plan de dépenses
  - f) Indien demeurant dans la réserve
  - g) Maintien des enfants en soins
4. Durée prévue
5. Date de la signature
6. Date d'entrée en vigueur
7. Rôles et responsabilités du ministère et du bénéficiaire nettement définis
8. Gestion du surplus et/ou du déficit budgétaire



## Appendix A (cont'd)

## Appendice A (suite)

- |     |   |     |  |
|-----|---|-----|--|
| 9.  | Reporting requirements  | 9.  | Rapports d'activités   |
|     | (a) Audit   |     | a) vérification annuelle   |
|     | (b) Financial reports   |     | b) rapports financiers   |
| 10. | Provisions for amendments and termination of agreement              | 10. | Dispositions concernant les modifications et la résiliation de l'entente |
| 11. | Non performance   | 11. | Dispositions concernant le non-rendement                                 |
|     | (a) Request for additional information if required                  |     | a) demande d'information additionnelle si requise                        |
|     | (b) action plan negotiated  |     | b) plan d'action négocié   |
|     | (c) remedial action if necessary                                    |     | c) action corrective si nécessaire                                       |
| 12. | Schedule of funding levels (Appendix C)                             | 12. | Cédule des niveaux de financement (Appendice C)                          |
| 13. | Expenditure plan/cash flow need                                     | 13. | Plan de dépenses/besoins de trésorerie                                   |
| 14. | Cash disbursement schedule  | 14. | Cédule des paiements   |
| 15. | Signature block for financial certification                         | 15. | Estampe de signature pour la certification financière                    |
| 16. | Signature block for the Regional Director General and the Recipient | 16. | Estampes de signature du directeur général régional et du bénéficiaire   |

It is essential that regional practices be followed. Please consult the regional officers responsible for transfer payments for detailed explanation of the above-noted items and for the wording to be used.

Il est nécessaire de suivre les pratiques régionales. Veuillez consulter les agents régionaux responsables des paiements de transfert afin d'obtenir une explication détaillée des points ci-hauts énumérés et les termes à utiliser.

## Appendix B

Specific Program Terms and Conditions

The following items must be included in the ICFS arrangements.

1. Budget
  - (a) Operations: (administration and services)
  - (b) Maintenance: monthly reimbursement of actual costs (an estimate amount must be stated in the funding arrangements)
2. Definitions
  - (a) Indian resident on reserve means:
    - (1) currently residing on reserve; or
    - (2) in the case of an Indian who leaves a reserve to be admitted into a social service care facility, residing immediately prior thereto
  - (b) Maintenance means:
3. List of services to be provided

## Appendice B

Termes et conditions spécifiques du programme

Les points suivants doivent être inclus dans les ententes SAEFI.

1. Budget
  - a) coûts opérationnels (administration et services)
  - b) maintien des enfants en soins: remboursement mensuel des coûts réels (un montant approximatif doit être indiqué dans l'entente de financement)
2. Définitions
  - a) Indien demeurant dans la réserve:
    - 1) qui demeure couramment dans la réserve; ou
    - 2) dans le cas d'un Indien ayant quitté la réserve pour être placé en soins dans un établissement de service social, y demeurait immédiatement au préalable
  - b) Maintien en soins veut dire:
3. Liste des services qui seront fournis

Appendix B (cont'd)

4. Specific program reporting:
- (a) for operations: twice a year on September 30 and March 31
  - (b) for maintenance on a monthly basis
  - (c) an annual report

The information required is described in Appendix D.

Appendice B (suite)

4. Rapports particuliers sur les activités du programme:
- a) pour les opérations: deux fois par année soit le 30 septembre et le 31 mars
  - b) pour le maintien des enfants en soins: rapport mensuel
  - c) un rapport annuel

Les informations requises sont énoncées à l'appendice D.

Appendix C

Annual Funding Levels

This arrangement is to provide funding for fiscal year \_\_\_\_ in the amounts described below for the purposes as set out in section \_\_.

- 1. Flexible Transfer Payments Funding for Operations: (administration and services)

\$ \_\_\_\_\_

- 2. Contribution Funding for Maintenance

\$ \_\_\_\_\_

- 3. Total Funding

\$ \_\_\_\_\_

Appendice C

Niveaux de financement annuel

Cette entente stipule le financement pour l'année financière \_\_\_\_ selon les montants inscrits ci-bas pour les buts tels qu'énoncés à la section \_\_.

- 1. Financement des paiements de transfert souple pour les coûts opérationnels: (administration et services)

\_\_\_\_\_ \$

- 2. Contribution pour le financement du maintien des enfants en soins

\_\_\_\_\_ \$

- 3. Financement total

\_\_\_\_\_ \$

## Appendix D

Specific Program Reporting for First Nations Child and Family Services

The information required falls in two major categories:

Information related to services provided (operations)

Information required for the actual reimbursement of maintenance

1. Operations
  - (a) prevention services (to prevent children from coming into care)
    - (1) list of services provided
    - (2) number of families served (by service)
    - (3) number of children included in families served (by service)
    - (4) number of local child and family services' committees
    - (5) number of elders' committees

## Appendice D

Rapports particuliers sur les services d'aide à l'enfance et à la famille des Premières Nations

L'information requise est dans les deux principales catégories suivantes:

l'information au sujet des services offerts (opérations)

l'information requise pour le remboursement des coûts associés au maintien des enfants en soins

1. Opérations
  - a) services de prévention (afin de prévenir le placement d'enfants)
    - 1) liste des services offerts
    - 2) nombre de familles desservies (par service)
    - 3) nombre d'enfants dans les familles desservies (par service)
    - 4) nombre de comités communautaires de services d'aide à l'enfance et à la famille
    - 5) nombre de comités d'aînés

## Appendix D (cont'd)

- (6) number of public information/education related sessions/workshops
- (b) protection services (for children in care including children under supervision order in their own homes)
- (1) list of services provided
- (2) number of families served (by service)
- (3) number of foster homes
- (4) number of adoption homes
2. Maintenance of children in Care
- (a) number of children in care at the end of each month by type of placement (foster home, group home, institution)
- (b) number of care days, unit cost and total cost for each type of placement

## Appendice D (suite)

- 6) nombre de rencontres d'information publiques, de sessions d'éducation populaire et d'ateliers
- b) services de protection (pour les enfants en soins y compris les enfants sous l'ordre de supervision dans leurs propres familles)
- 1) liste des services offerts
- 2) nombre de familles desservies (par service)
- 3) nombre de familles d'accueil
- 4) nombre de foyers d'adoption
2. Maintien des enfants en soins
- a) nombre d'enfants en soins à la fin de chaque mois dans chaque catégorie de placement (famille d'accueil, centre d'hébergement, institution)
- b) nombre de cas jours, coût unitaire et coût total pour chaque catégorie de placement

NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD  
AND FAMILY SERVICES

---

**APPENDIX B**

**Memorandum of Understanding**

MEMORANDUM OF UNDERSTANDING  
(For the Funding of Child Protection Services for Indian Children)

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
as represented by the Minister of Social Services

("British Columbia")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister  
of Indian Affairs and Northern Development

("Canada")

1.0 PURPOSE

1.1 The purpose of this document is to clarify the roles of the parties and set out the present understanding between the parties pertaining to the financing of certain child protection services to certain Indian persons, as more particularly outlined in this Memorandum.

2.0 DEFINITIONS

2.1 All words which are defined in the Act and are used in this Memorandum and are not otherwise defined have the same meaning as ascribed to them in the Act.

2.2 In this Memorandum the following words shall have the meanings ascribed to them:

- a) "Act" means the *Indian Act* and all regulations made thereunder, all as amended or replaced from time to time;
- b) "Caregiver" means a person with whom a child is placed by a Director and who, by agreement with the Director, has assumed responsibility for the child's day-to-day care;
- c) "CFCSA" means the *Child, Family and Community Service Act*, S.B.C. 1994, c. 27, as amended or replaced from time to time;
- d) "Child in Care" means an Indian who is under nineteen years of age and who is in the custody, care or guardianship of the Director;
- e) "Child in Care Costs" means the money paid by Canada to British Columbia for each Eligible Child as more particularly set out in Section 5.2;



- f) "Child Protection Services" means those services outlined in Appendix "D"
- g) "Director" means director as defined in the CFCSA;
- h) "Educational or Training Program" means educational instruction at a secondary school or at a post-secondary or vocational program of a university, college, technical institute or activity centre for the handicapped;
- i) "Eligible Child" means a child who is registered as an Indian under the Act and who:
  - i) as of August 31, 1995, was a Child in Care residing with a Parent who resided on a reserve at the time of that Child in Care becoming such;
  - ii) was a Child in Care who became such on or after September 1, 1995 and was residing with a Parent who was an On Reserve Resident at the time of that Child in Care becoming such; and
  - iii) until March 31, 1996, was a Child in Care on August 31, 1995, who, at the time of the Child in Care becoming such, was residing with a Parent who had not resided off reserve for a continuous period of one year or more without having received income assistance.
- j) "Memorandum" means this agreement and all appendices attached to it.
- k) "MSS" means British Columbia's Ministry of Social Services.
- l) "On Reserve Resident" means an Indian who is ordinarily resident on a reserve and shall include an Indian who is temporarily off reserve:
  - i) while obtaining health services, including health services provided by a "hospital" and "licensed hospital" (both as defined in the *Hospital Act*, R.S.B.C. 1979 c. 176), "community care facility" (as defined in the *Community Care Facility Act*, R.S.B.C. 1979 c.57), "private mental hospital" and "Provincial mental health facility" (both as defined in the *Mental Health Act*, R.S.B.C. 1979 c. 256) and a "home for special care" (as defined in the *Canada Assistance Plan*, R.S.C. 1985 c. C-1);
  - ii) while attending a provincially-recognized and approved drug and alcohol treatment centre, shelter for battered persons and other community care homes;
  - iii) while serving a criminal sentence imposed by a court, including incarceration at a "correction centre" (as defined in the *Correction Act*, R.S.B.C. 1979, c.

70), a "penitentiary" or a "community-based residential facility" (both as defined in the *Corrections and Conditional Release Act*, R.S.C. 1985 c. C-44.6), a "place of temporary detention" (as defined in the *Young Offenders Act*, R.S.C. 1980 c.Y-1), or committed to custody under the *Young Offenders (British Columbia) Act*, R.S.B.C. 1979, c. 438) until such sentence is served; and

iv) while attending an Educational or Training Program full time, as determined by the educational or training institution, and includes any period off the reserve during school breaks and for periods of up to four months unless the individual does not return to school at the end of the period;

m) "Parent" means:

- i) the mother of a child, if she has custody of the child;
- ii) the father of a child, if he has custody of the child;
- iii) a person to whom custody of a child has been granted by a court of competent jurisdiction or by an agreement; or
- iv) a person with whom a child resides and who stands in the place of the child's mother or father,

but does not include a Caregiver or a Director. For further clarity, if more than one person above has custody of a child, the Parent is only the person with whom the child resides most often.

### 3.0 INTERPRETATION

3.1 The following rules apply to the interpretation of the words "ordinarily resident" as that phrase is used in this Memorandum:

- a) the question as to where a person is ordinarily resident shall be determined by reference to all of the facts of the case;
- b) the place of ordinary residence of a person is the place of habitation or home and, where a person usually sleeps in one place and has meals or is employed in another place, the place of his ordinary residence is where that person sleeps; and
- c) a person can have one place of ordinary residence only, and that person shall retain such place or ordinary residence until another is acquired.

- 3.2 Residency of a Child in Care is determined by reference to where the Child in Care's Parent is ordinarily resident when the child becomes a Child in Care.
- 4.0 SERVICES AND ELIGIBILITY
- 4.1 British Columbia shall administer the CFCSA for the benefit of Indian persons under the age of nineteen and Canada shall reimburse British Columbia for the cost of Child Protection Services for any Eligible Child.
- 4.2 British Columbia shall submit to Canada a notice of admission into care for each Child in Care it considers to be an Eligible Child in the form currently understood to be used by the parties. Such notice shall also include all information necessary for Canada to determine if the Child in Care is an Eligible Child under this Memorandum.
- 4.3 Based on the information provided by British Columbia pursuant to Section 4.2, Canada will determine if the Child in Care qualifies as an Eligible Child and notify British Columbia of such determination.
- 4.4 Canada shall determine whether a Child in Care is registered, or is entitled to be registered as an Indian under the terms of the Act.
- 4.5 If, pursuant to Sections 4.3 and 4.4, Canada determines that a Child in Care is not an Eligible Child solely as a result of such child not being registered as an Indian, but such child is entitled to be registered as an Indian, British Columbia may submit the required forms in use by Canada for the registration of such child as an Indian.
- 4.6 If, pursuant to Section 4.3, Canada determines that a Child in Care is not an Eligible Child and British Columbia disagrees with such determination, then the parties agree to use their best efforts through the exchange of relevant information to reach a mutually agreeable determination based on such information. Where, despite best efforts, agreement is not reached, the parties will establish a process for resolving the dispute.
- 5.0 COSTS
- 5.1 Canada agrees that it shall be financially responsible for every Eligible Child to the extent set out in this Memorandum. For better clarity, the parties' financial responsibilities are set out in Appendix A to this Memorandum.
- 5.2 Canada shall pay British Columbia money for each Eligible Child under the per diem system as presently understood between the parties (which, for clarity, is set out in Appendices "B" and "C") after British Columbia has submitted an account pursuant to Section 6.1.
- 5.3 Canada shall also pay British Columbia money for each Eligible Child, who has become so

by operation of Section 4.5, under the per diem system as presently understood between the parties on a retroactive basis up to April 1st of the previous fiscal year or when such child became a Child in Care, whichever is less.

6.0 ADMINISTRATION

6.1 British Columbia shall submit, monthly in arrears, an account for payment of Child in Care Costs for every Eligible Child. This account shall include the name of each Eligible Child, the Eligible Child's band, the number of days during that month that the Eligible Child was such, and the type of placement resource.

6.3 Information pertaining to an Eligible Child shall be provided by a Director to Canada or the band of the Eligible Child upon written request by either, subject to privacy legislation requirements, if, in the opinion of a Director, it is in the best interest of the Eligible Child to release the information.

6.4 Information pertaining to an Eligible Child shall be provided by a Director to the Parent of the Eligible Child upon written request by the Parent, subject to privacy legislation requirements.

6.5 Canada may request an audit be carried out by an independent auditor of British Columbia's records pertaining to Child in Care Costs for each Eligible Child.

7.0 GENERAL

7.1 This Memorandum is not intended to be legally binding or to create legally enforceable rights between the parties.

7.2 Every reference to a party to this Memorandum shall include the Minister, Deputy Minister, officials and representatives of that party

7.3 Any notice, payment or information to be given to one of the parties may be sent, marked "PROTECTED", to the following addresses or fax numbers:

To British Columbia: Director of Financial Services and Comptroller,  
Financial Services Division  
Ministry of Social Services  
2nd Floor, 727 Fisgard St.  
Victoria, BC, V8V 1X4

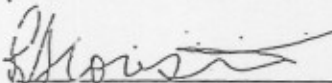
Fax: (604) 356-9637

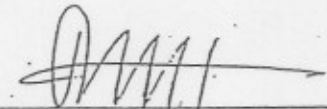
To Canada: Director - Funding Services  
Indian and Northern Affairs Canada  
300 - 1550 Alberni Street  
Vancouver, BC, V6G 3C5

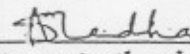
Fax: (604) 666-2046

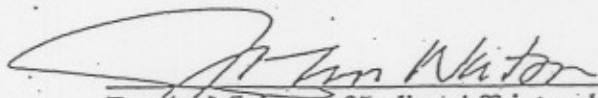
- 7.4 Either party may advise the other by notice in writing of any change in either its address or fax number.
- 7.5 This Memorandum shall remain in effect until terminated by either party giving the other party at least six months written notice. The parties shall make final adjustments within one year of termination of this memorandum.
- 7.6 The parties agree that this Memorandum may only be amended by mutual written consent of the parties.
- 7.7 Since the implementation of the CFCSA may affect the cost and range of Child Protection Services, as defined in Appendix "D", provided to an Eligible Child, both parties shall review the impact of the CFCSA on the Child in Care Costs and Child Protection Services.

Witness that the parties have executed this Memorandum this 28 day of MARCH, 1996.

  
\_\_\_\_\_  
Witness to the signature of  
the Minister of Social Services

  
\_\_\_\_\_  
For the Minister of Social Services by the Minister's  
authorized signatory

  
\_\_\_\_\_  
Witness to the signature of  
the Minister of Indian Affairs  
and Northern Development

  
\_\_\_\_\_  
For the Minister of Indian Affairs and Northern  
Development by the Minister's authorized signatory

*BRITISH COLUMBIA / CANADA*  
*FINANCIAL RESPONSIBILITY FOR REGISTERED INDIAN CHILDREN*  
*IN CARE OF A DIRECTOR OR THE SUPERINTENDENT OF FAMILY AND CHILD SERVICES*

| <i>Residence of Parent at time of admission of Child in Care</i>   | <i>Up to and including August 31, 1995</i> | <i>Transition period of September 1, 1995 to March 31, 1996</i>  | <i>April 1, 1996 onward</i>            |
|--|--|--|--|
| On Reserve<br>[refer to terms and conditions of 1986 BC/Canada Draft Memorandum of Understanding (MOU) and 1996 MOU]   | Canada has financial responsibility.       | Canada has financial responsibility.   | Canada has financial responsibility.   |
| Off Reserve:<br>• for less than 12 months<br>• never self supporting without Social Assistance for any 12 month period since leaving reserve<br>[refer to terms and conditions of 1986 BC/Canada Draft MOU and 1996 MOU] | Canada has financial responsibility.       | Canada continues to have financial responsibility for eligible children in this category who were admitted to care prior to and including August 31, 1995.<br><br>Province assumes financial responsibility for children in this category who were admitted to care on or after September 1, 1995. | Province has financial responsibility. |
| "On Reserve Resident"<br>[refer to 1996 MOU]   | Not applicable.                            | Canada has financial responsibility.   | Canada has financial responsibility.   |
| Off Reserve and self supporting without Social Assistance for any 12 month period since leaving reserve  | Province has financial responsibility.     | Province has financial responsibility.   | Province has financial responsibility. |

METHOD OF CALCULATING PER DIEM BASE FORMULA

The base formula for calculating the per diem for each Eligible Child shall be composed of two parts - Administration and Supervision (AS) and Maintenance (M) as described below:

D) ADMINISTRATION AND SUPERVISION:

Includes annual actual cost of the following cost items:

|          |                             |         |                |           |
|----------|-----------------------------|---------|----------------|-----------|
| 1.       | Minister's Office           | _____   | * X 22.5% ** = | _____     |
| 2.       | Executive & Program Support | _____   | * X 30% ** =   | _____     |
| 3.       | Direct Community Services   | _____   | * X 22.5% ** = | _____     |
| 4.       | Protection                  | _____   | * X 100%       | = _____   |
| 5.       | Adoption                    | _____   | * X 100%       | = _____   |
| 6.       | Health Services             | _____   | * 5% ** =      | _____     |
| 7.       | Other Child In Care Costs   | _____   | * 100%         | = _____   |
| <br>Less |                             |         |                |           |
| 8.       | Family Allowance            | (_____) | * 100%         | (_____)   |
|          |                             |         | TOTAL          | = (_____) |

The above total divided by the total number of Child Pay Care Days\*\*\* in all categories for the full year will provide the per diem rate that will be charged for each Eligible Child. This will be known as AS.

(\* , \*\* and \*\*\* ) - see page 3.

II) MAINTENANCE (Includes the cost of one of the following categories, i.e. A, B, OR C.)

A. Foster Care:

- 1) Foster Home Costs \_\_\_\_\_ \* X 100% = \_\_\_\_\_
  - 2) Day Care Cost \_\_\_\_\_ \* X 5% \*\* = \_\_\_\_\_
  - 3) Infant Development \_\_\_\_\_ \* X 2% \*\* = \_\_\_\_\_
  - 4) Special Services \_\_\_\_\_ \* X 26% \*\* = \_\_\_\_\_
- TOTAL = \_\_\_\_\_

The above total annual cost divided by the actual number of Child Pay Care Days in Foster Care for the full year will provide the per diem rate to be charged for each Eligible Child in Foster Care. This will be known as M1.

B. Group Care:

Group Care costs TOTAL = \_\_\_\_\_

The above total annual cost divided by the actual number of Child Pay Care Days in Group Care for the full year will provide the per diem rate to be charged for each Eligible Child in Group Care. This will be known as M2.

C. Institutional Care:

Institutional costs TOTAL = \_\_\_\_\_

The above total annual cost, based on actual per diem rates for children in institutional care, divided by the total annual Child Pay Care Days in Institutions, will provide the per diem rate to be charged for each Eligible Child in Institutional Care. This will be known as M3.

In summary, the unit cost per Child Pay Care Days is calculated by adding AS to either M1, M2, or M3 as above, depending on the type of care a given Eligible Child received on the last day of each month or the final day in which such child was in a paid resource for that month.



The monthly billing will reflect the actual number of Pay Care Days and will be based on the type of paid care each Eligible Child will be receiving on the last day of the billing month or the final day in which such child is in a paid resource for that month.

If the method of calculating a total cost element as reflected the MSS's Financial Management Report changes materially from that of the previous year, then Canada may require this percentage factor to be adjusted accordingly.

- \* This will represent the total cost element as reflected in the MSS financial management reports.
- \*\* This percentage factor, calculated by the MSS, represents the percentage of the costs applicable to children in care and may be subject to change, given acceptable evidence presented by the MSS.
- \*\*\* Child Pay Care Days means the aggregate days of care provided to all children in the care and custody of the MSS where there is a cost to British Columbia.

METHOD OF CALCULATION OF THE ANNUAL INCREMENT FOR  
CHILD WELFARE PER DIEM RATES

On \_\_\_\_\_ of each year there shall be:

- 1) An adjustment to the previous fiscal year's per diem and billing based on actual expenditures with a settlement by either Canada or British Columbia, as the case may be.
- 2) The establishment of the revised per diem rate for the current fiscal year based on:
  - a) The previous year's actual cost of each element in the base formula (See Appendix "B"), plus
  - b) The percentage adjustment to the MSS budget, as indicated in the approved estimates for each cost element (as per Appendix "B") for the current year.
  - c) Divided by the actual number of days in care in each of the categories (see Appendix "B") for the previous fiscal year.

CHILD PROTECTION SERVICES TO ON-RESERVE RESIDENTS

Child Protection Services provided by the Ministry of Social Services to Eligible Children and families and which are included in the per diem charge to the Department of Indian Affairs and Northern Development.

- 1) Protection Services:
  - Investigation of alleged neglect and/or abuse referrals.
  - Apprehension.
- 2) Services for Children in Care:
  - Care, protection and placement.
  - Rehabilitation and support services to child
  - Counselling related to protection concerns.
  - Care by agreement as provided for by the *Child, Family and Community Service Act*
- 3) Orders of supervision
  - Cases where a child is discharged from care but returned to parent or guardian under court ordered supervision by Ministry of Social Services.
- 4) Adoption Services
  - Adoption placement and supervision of children.
- 5) Family Relations Wards
  - Placement and supervision of wards in the program.

NUU-CHAH-NULTH AGREEMENT FOR PROVISION OF CHILD  
AND FAMILY SERVICES

---

**Appendix C**

**Annual Calculation of the Program Directive 20-1**

### Application of FNCFS Funding Formula to FNCFS Organizations

FOR INTERNAL USE ONLY

|                               |  |                   |           |
|-------------------------------|--|-------------------|-----------|
| Name of Organization :        | Nuu-Chah Nulth Community Human Services (USMA) | Date:             | 23-Apr-04 |
| Child population :            | 1,046  | Number of bands : | 14        |
| Weighted Average Remoteness : | 0.285  |                   |           |

#### DEVELOPMENTAL FUNDING

|                          |  |   |                |              |                  |
|--------------------------|--|---|----------------|--------------|------------------|
| 1. Preplanning Component |  | (FNCFS Program Directive, Section 18.1, p.10) |                |              |                  |
| i.)                      | Per group  |   |                | \$11,101.06  |                  |
| ii.)                     | Rate at  | \$1,665.16                                    | 14 bands       | \$23,312.24  |                  |
| <b>Total</b>             |  |   |                |              | <b>\$34,413</b>  |
| 2. Planning Component    |  | (FNCFS, Section 18.2, p.10)                   |                |              |                  |
| i.)                      | Per group  |   |                | \$68,809.48  |                  |
| ii.)                     | Rate at  | \$3,330.32                                    | 14 bands       | \$46,624.48  |                  |
| <b>Total</b>             |  |   |                |              | <b>\$135,433</b> |
| 3. Start-up Funding      |  | (FNCFS, Section 18.3, p.10)                   |                |              |                  |
| i.)                      | * Flat rate  | ( 100 % =                                     | \$185,387.70 ) | \$185,387.70 |                  |
| ii.)                     | 25% of Year 1 of Operation budget<br>(refer to Note A below) |   |                | \$206,773.70 |                  |
| <b>Total</b>             |  |   |                |              | <b>\$394,161</b> |

#### OPERATIONAL FUNDING

|               |                             |                             |                |              |                       |
|---------------|-----------------------------|-----------------------------|----------------|--------------|-----------------------|
| 4. Operations |                             | (FNCFS, Section 19.0, p.10) |                |              |                       |
| i.)           | * Administration            | ( 100 % =                   | \$143,158.84 ) | \$143,158.84 |                       |
| ii.)          | Fixed Amount per Band       |                             |                |              |                       |
|               | \$10,713.59                 |                             | 14 bands       | \$149,990.26 |                       |
| iii.)         | Per child population        |                             |                |              |                       |
|               | \$726.91                    |                             | 1,046 children | \$760,347.66 |                       |
| iv.)          | Adjustment for Remoteness ( |                             | 0.285 )        |              |                       |
| a)            | Per Organization            | \$9,235.23 x                | 0.285          | \$2,632.04   |                       |
| b)            | Per Band                    | \$6,665.90 x                | 0.285 x 14     | \$35,374.84  |                       |
| c)            | Per Child                   | \$73.65 x                   | 0.285 x 1,046  | \$21,955.80  |                       |
| <b>Total</b>  |                             |                             |                |              | <b>\$1,113,459.74</b> |

|       |   |                |             |
|-------|---|----------------|-------------|
| Note: |   |                |             |
| a)    | In Year 1 of Operation the organization will receive 75% of | \$1,113,459.74 | \$835,095   |
| b)    | In year 2, 85% of   | \$1,113,459.74 | \$946,441   |
| c)    | In year 3, 95% of   | \$1,113,459.74 | \$1,057,787 |
| d)    | In year 4, 100% of  | \$1,113,459.74 | \$1,113,460 |

The above amounts reflect 2003/04 dollar values.

5. Actual expenditures using Provincial Average per Diem (Maintenance Component) rate will be funded as well as the operational costs based on above formula.

- \* 100 % funding from 801 + status children on reserve
- 50 % funding for 801 - 800 status children on reserve
- 25 % funding for 251 - 500 status children on reserve
- 0 % funding for 0 - 250 status children on reserve

**DRAFT**

**APPENDIX 6**

**CHILD PROTECTION DIVISION**

**PROTOCOL BETWEEN THE DIRECTOR'S OFFICE AND BCGEU**  
**FOR THE**  
**DIRECTOR'S CASE REVIEW PROCESS**

**JUNE 2001**

**QUALITY ASSURANCE BRANCH**

## DRAFT

The Child Protection Division is accountable for ensuring that child protection programs, standards, policies, and actions carried out under the authority of the *Child, Family and Community Service Act*, properly serve and protect children.

The Director is accountable for ensuring those programs, standards, policies, and actions carried out under the *Community, Family and Children Services Act (CF&CSA)* properly serve and protect children in the province of British Columbia. In addition, the Director is responsible for the statutory authority delegated to social workers to carry out those official duties and actions on his behalf. Under the *CF&CSA*, Section 93, "the Director must ensure that a review process is established to examine case practice and social work conduct in the exercise of those duties."

The Child Protection Division's Quality Assurance Branch has the responsibility of reviewing case practice of ministry staff delegated to carry out statutory authorities and responsibilities, pursuant to the province's child protection legislation. This Division's Quality Assurance Branch performs this task through two functions: audit and case review.

A Director's Case Review is undertaken when a serious occurrence to a child and or family member occurs and/or serious complaint is brought to the attention of the Director regarding case practice associated with child protection, guardianship, community living, mental health, youth justice, alcohol and drug services.

### REVIEW PRINCIPLES

- The review will embrace the principles of fairness, timeliness, openness, and accountability.
- The review will be respectful of individuals and will be guided by the best interests of the child.
- Information gathered through the review process will be relevant and factual.
- There will be organizational accountability.
- Confidentiality will be adhered to throughout the review process.

### REVIEW OBJECTIVES

- To promote excellence in case practice as well as confirming good case practice.
- To assess and examine case practice in relation to the fulfillment of delegated powers, duties, and functions under the *CF&CS Act*, specifically as they relate to practice standards.
- To inform case practice at an individual case level and at a systemic level.
- To identify those cases practices where additional services to the child or family are required.
- To identify barriers to providing an adequate level of service.

### **Director's Case Review**

#### Overview

A Director's Case Review may occur in specific cases where a serious occurrence to a child has happened. The purpose of the review is to examine the facts of the case and to determine whether the ministry has adequately fulfilled its mandate under the *Child, Family and Community Services Act*.

## DRAFT

A Director's Case Review may be requested from any source, including ministry staff, clients, the public, professionals, service providers, politicians, and/or the Minister. A Director's Case Review occurs at the discretion of the Director of Child Protection.

Having determined that a Director's Case Review is warranted, the terms of reference are established by the Director's office in consultation with Regional Management. The terms of reference include the scope, focus, and issues to be examined (the methodology for the review is confirmed at the same time). The Director's Case Review process contains seven distinct stages. The Director's Case Review takes approximately four months to six months (120 to 180 days) to complete the entire process. These stages include:

- Notification
- Preparation
- Information Gathering and Fact Verification
- Work in Progress/Draft Review Report
- Recommendation Development
- Approval by the Executive Audit Committee
- Final Report, Precis, and Distribution

The Director's Case Review process requires that ministry staff have the support of management to participate as well as prepare for the review.

### STAGE 1 NOTIFICATION

When the decision has been made to conduct a Director's Case Review, the Director will notify in writing the Regional Executive Director (copy to the Designated Manager), the terms of reference, methodology, identity of the reviewer, the start date, and a copy of the Review process and procedures. Simultaneously, the Director will notify the Local BCGEU Chairperson and/or designate who will also be provided the same package of the information as the Regional Executive Director.

The Regional Executive Director or designated manager will then convene a notification meeting with ministry staff who will be involved/required to participate in the review and the union representative. The notification meeting should occur within ten working days following the Director's confirmation letter to the Regional Executive Director.

At the notification meeting, the Regional Executive Director will provide ministry staff with an information regarding the review. This package will include a copy of the notification letter from the Director stating the terms of reference, methodology, the name of the reviewer, start date, and a copy of the Director's Case Review Process and Procedures. Ministry staff will be advised of their rights under the collective agreement (Section 10.8), an overview of the review process, and the name of the designated manager.

Ministry staff can be notified as a group or if staff request, notification can be done individually. Also, where it is subsequently identified that a further staff person is to be involved in the review, the same notification procedure will apply.



## DRAFT

The Designated Manager is responsible for ensuring rights under the collective agreement are complied with as well as scheduling staff attendance at any required interviews. \*

It is the responsibility of the Designated Manager to take steps to ensure that personnel policy and provisions of the collective agreement are met. Ministry staff will also be advised of a contact for the review in the Director's office and the time frame for the review. The Director is responsible for the notification of family and community members who may be interviewed for the review. The Practice Analyst will provide the Designated Manager with a list of staff to be interviewed and specify times the Practice Analyst could be available for any necessary interviews.

### STAGE 2 STAFF PREPARATION

Director's Case Reviews are conducted by a Practice Analyst designated by the Director, under the supervision of the Manager of Case Review. The information gathering process will begin by an examination all written material related to the case, then may proceed to interviews with staff, clients, and community members. The Deputy Director's office will request the files under review to be sent to the Deputy Director's office in order that the Practice Analyst can begin to prepare the chronology for the review. The Deputy Director's office or the region will photocopy the files. This will be negotiated with the Designated Manager. When the files are sent to the Deputy Director's Office, the files will be returned to the field within five working days.

**The Regional Executive Director will ensure that the affected staff has sufficient staff time to prepare for their interviews. This means that those files for which the social worker had responsibility for should be made available to review. For example, a child protection worker who conducted child protection investigations into a family would be able to review those intakes in preparation for an interview. The designated manager should arrange this in conjunction with the team leader and/or social workers that were involved with the case. The Practice Analyst will provide five days notice to staff of the interview. Staff will have permission from regional management to prepare for the interview. Preparation means having time away from regular duties to read files and prepares for the interview.**

### STAGE 3 INFORMATION GATHERING AND FACT VERIFICATION

The focus of information gathering will be relevant to the concerns identified in the terms of reference. A factual history will be assembled through the examination of files and other related documentation. Interviews may be conducted with ministry staff, clients, family members, and community collateral. Individuals interviewed will be identified in the case review report only on a need to know basis. The case review process will respect confidentiality. Facts obtained through the interviews will be summarized and provided to the individual for fact verification. Individuals will be given the opportunity to respond to the fact summary provided. **Staff will have ten working days to review the interview summary.** If more time is needed, this must be negotiated with the Practice Analyst and be mutually agreed upon. Responses to the factual information will be considered in the review. Where no response is received, this will be considered as verification of fact. Differences of opinion will be noted. It will also be

---

\* The Designated Manager is no longer required to participate in interviews with staff during the review.

## DRAFT

indicated when a staff/community/contractor did not participate in the review. As the review proceeds, if the Practice Analyst identifies relevant issues not included in the terms of reference, these issues will also be explored.

A Director's Case Review and other records made under the CF&CSA are governed by the disclosure provisions contained in Part 5 of the CF&CSA and can only be disclosed in accordance with the provisions of that Act. Typically, a Director's Case Review may contain personal information about a child, the child's family, and information regarding the practices of a number of social workers and other professionals. The disclosure regime of the CF&CSA generally only entitles a person to have access to a record concerning him or herself. Therefore, at the time of fact verification an employee is only entitled to review references to that person's own performance. **When the Director's Case Review has been completed and approved by the Executive Audit and Review Committee, staff are only entitled to the Precis, a summary of the review. In the event that suspension of delegation becomes an issue, principles of procedural fairness require full disclosure of the Director's Case Review to the affected employees. \***

Where it appears that practice has resulted in a child being left at risk, the Director, the Regional Executive Director, and the Designated Manager will be advised immediately. The Practice Analyst will follow up this notification in writing to the Manager of the Case Review Unit.

### STAGE 4 WORK IN PROGRESS

The Practice Analyst will synthesize and analyze the information gathered. The information gathered will primarily consist of a chronology of events and significant incidents. From an analysis of the chronology and significant events, the Practice Analyst will produce clearly stated findings. These findings will reflect case practice relative to the terms of reference, which are then measured against the practice standards, best practice, and sound clinical judgement. Findings, which are included, can be positive as well as negative. There may also be commendation of staff where consistently appropriate case practice has been identified.

The Practice Analyst will produce a list of issues (identified in the terms of reference), the verified facts (in chronological order) and the analysis with the findings. This becomes the Director's Case Review Report identified as the "Work in Progress." At this stage the *Work in Progress* is then provided to the Director for scrutiny and preparation for recommendation development.

**The Work in Progress is submitted to the Director for his examination and consultation. The Director may suggest edits to the chronology of events section. The Director does not change or alter the findings of the review.**

**During the review process the Manager of Case Review will provide regular updates to the Regional Executive Director and Designated Manager on the progress of the review.**

- 
- There may be a need to re-interview staff and/or re-examine files.
  - Legal consultation remains in process regarding what information can be shared with staff.

# DRAFT

## STAGE 5 RECOMMENDATION DEVELOPMENT

The Manager of Case Review will coordinate the participation of key individuals to develop recommendations relevant to the findings of the *Work in Progress* (i.e. Regional Executive Director, Regional Child Protection Manager, Practice Analyst, and Division Representatives).

Recommendations could include, but are not limited to, the following: practice, policy, administration, training, legislation, delegation, audit, and/or professional development plans. These recommendations, once developed, become part of the *Work in Progress* and are entered onto the Director's Recommendations Tracking System. When the recommendations have been developed, they are included in the *Work In Progress*.

## STAGE 6 SUBMISSION OF THE DIRECTOR'S CASE REVIEW REPORT TO THE CF&CSA EXECUTIVE AUDIT AND REVIEW COMMITTEE

The Child, Family and Community Services Executive Audit and Review Committee is composed of senior representatives from all divisions of the Ministry of Children and Family Development. This committee reflects the multidisciplinary nature of the Ministry of Children and Family Development and is sanctioned by the Ministry Executive. This committee meets four times during the year. This committee reviews the *Work/s in Progress* to ensure they adequately address the issues identified in the terms of reference. This committee will also assess the adequacy of the recommendations relative to the findings in the report. The CF&CSA Executive Audit and Review Committee may make additional recommendations. When the CF&CSA Executive Audit and Review Committee is satisfied that the findings are germane to the Terms of Reference and that the recommendations are adequate to address the issues, the Committee will approve the *Work in Progress*. The *Work in Progress* once approved becomes final and is now the Director's Case Review Report.

## STAGE 7 FINAL REPORT, PRECIS AND DISTRIBUTION

A non-identifying summary version of the Director's Case Review Report, a *Precis*, will be prepared based on the final Director's Case Review Report. This has the potential for wide distribution. No identifying information will appear in the *Precis*. The purpose of the *Precis* is to promote openness toward reviewing practice with a view to improve quality of social work practice. The *Precis* will also include the recommendations.

The Regional Executive Director will be provided with a final copy of the Director's Case Review Report. Staff will be advised that access to a full copy of the Director's Case Review Report may be applied for through the *Freedom of Information and Privacy and Records Management Branch*. A staff member may also request a meeting to review the full report with their Regional Executive Director. **A copy of the *Precis* and a letter advising of the completion of the review, as well as acknowledging the staff participation in the review, will be sent to individual staff members who participated in the review.** Copies of the *Precis* will also be provided to other participants, such as community members and/or a physician who also participated in the review. Where appropriate, the Director will also provide a copy of the Director's Case Review Report to the Children's Commissioner, the Office of the Chief Coroner, and the Ombudsman.

## DRAFT

As appropriate, family members will be invited to meet with senior field staff in order to discuss the report. As appropriate, further debriefing will be provided to staff and family members involved in the case by regional management and/or the Director's office.

### Follow-up and Tracking of Recommendations

To assist in ensuring accountability, a Director's Recommendations Tracking System has been established. Recommendations from Director's Case Review Reports are entered into this tracking system. All of the recommendations are entered onto the Recommendations Tracking System which is tracked by the Director of Child Protection. The individual responsible for responding to a recommendation will be notified of the recommendation and notified of the appropriate time frame for a response. The Deputy Director's Office will track the recommendations. The Deputy Director will also provide in writing to the affected Division Heads or Regional Executive Director requesting a response to the recommendations.

To ensure that the recommendations arising from the reports are addressed by the ministry, the Manager of Case Review will track due dates for outstanding responses to recommendations as well as ensure updated information is entered into the Director's tracking system. Once the recommendations have been fully implemented, the Division Heads and Regional Executive Directors will be advised and the recommendations will be closed. **Individual staff may inquire as to the outcome of the recommendations from the Director's office.**

### Storage of Documents

The Case Review Unit in the Child Protection Division will retain a case review file. This file will contain the completed case review report and the precis. Director's Case Reviews are not to be filed on the client file. A notation should be made, however, indicating that a Director's Case Review was completed on a specific date.

### Confidentiality of the Review Report

Case Review Reports are confidential. The *Child, Family and Community Services Act*, (part 5) Confidentiality and Disclosure of Information govern client information contained in a review report. In addition, review reports will not include third party names identified through the review process. The intent here is to respect the individual rights protected by labor standards vis a vis due process and administrative fairness. Individual professionals will be identified on a need to know basis only and not within the context of a review report.

### Prior to Completion

At any time during the review continuum, the Director may establish that the review has become unnecessary and may end the process. Notification will go out to the Regional Executive Director **and staff as well** indicating such, should a decision to end the review occur.

**SUGGESTED TEMPLATE DIRECTOR'S CASE REVIEW**

Name: The Child's Full Name  
Date of Birth: May 1, 1998  
Date of Death: May 1, 2002

**A. PURPOSE OF THE REVIEW**

*(The language in this section should be consistent with the language used in the initial letter from the Director ordering that a DCR be initiated. The purpose may be in response to a complaint, a critical injury, follow up to an audit or other reasons and may relate to more than one program area)*

***For example:***

The purpose of the review was to examine the ministry's involvement in the case of the child and his family to ensure that policy and practice requirements regarding the provision of protective family services were met.

The child was a four year old who died on May 1, 2002 after sustaining critical injuries on or around April 30, 2002. The child's stepfather reported that the injuries were as a result of the child falling from the top of a bunk bed. The child was medi-vaced to BC Children's Hospital. The child remained there until his death on May 1, 2002. Police were notified as medical staff determined that the child's injuries were inconsistent with the explanation provided.

The child and his family were known to the ministry and were subjects of a child protection report at the time of the child's death. The review was asked to examine the overall case management of the ministry's involvement between 1998 and 2002.

**B. TERMS OF REFERENCE**

*(The Terms of Reference should be consistent with the terms outlined in the initial notification letter from the Director. The terms should be carefully crafted to minimize ambiguity and may include establishing the time frame of practice to be reviewed. The terms of reference are established by examining whatever initial documentation you have such as the RC report, SWSMSS intakes and snapshot, correspondence when it is a complaint and any other documentation that staff have provided. The draft TR is shared with the management group to review and add or subtract any terms. Usually this is achieved through discussion.)*

***For example:***

1. Examine the adequacy of the Ministry's response to the child protection reports received between 1998 and 2002.
2. Examine the adequacy of the comprehensive risk assessments conducted between 1998 and 2002.
3. Examine the adequacy of case consultation sought from
  - the Regional Child Protection Consultant/the Regional Child Protection Manager
  - Medical experts (e.g. BC Children's Hospital)
  - Child Development Center staff, in order to inform the investigation, risk assessment, risk reduction plan and any on-going service plan?

Once you have established the TR you need to decide on your methodology. Should this be a full Director's Case Review, which includes interviews, or a file review that does not include interviews. The different choices are usually based on the complexity of the apparent concerns and practice issues, the profile of the occurrence and the accountability factor for the Director. At the same time that you are deciding on the TR and methodology, you should be thinking about and identifying who should conduct the review. The review report should be 30 to 35 pages, preferably 30. It can also be less!

The next step is notification which follows the steps outlined in the BCGEU draft Protocol. (See that section in your binder).

### **C. BACKGROUND**

*(The chronology should include key events in the child's life. If reviewing guardianship practice, these should include admissions and discharges to care, documentation of comprehensive plans of care, file transfers, placement changes, a change in the child's circumstances, involvement with natural families in particular, reassessment of risk and development of risk reduction service plans.*

*If reviewing the adequacy of intake, assessment and investigation, the chronology should include the steps that were taken at each risk decision point. The information should be described in a consistent manner for each intake. Individuals should be referred to in a consistent manner. For example, "the child" should be "the child" throughout the review.*

*Limiting the scope of the review allows you to focus on more current practice concerns and can be more relevant to staff. This does not preclude the reviewer from examining earlier intakes. You may wish to build your chronology intake by intake and summarize the earlier ones)*

*Need to include a Background section summary of the key historical points*

*For example:*

#### **INTAKE and INVESTIGATION HISTORY FEBRUARY 1998- FEBRUARY 2002**

Between February 1998 and February 2002, the ministry received 15 intake calls related to the family. The following is a brief overview of the type of call and the ministry's response. Of the 15 intake calls, 13 were assessed and designated as requiring an investigation. Two were incorrectly designated as Requests for Services (September 1998; June 1999). Of the 13 reports, the 3 investigations completed in 1998 were for the most part, completed to the standard of the time (February, March, and May 1998). Of the 10 remaining, 5 were not investigated (September 1999; April 2000 x 2; May 2000 x 2). Five reports were minimally investigated and did not meet the required standard (April 2000 x 2; July 2000; August 2000; June 2001). A protective Family Service was not opened in response to intakes and/or investigations. There were no admissions to care. A detailed audit of the historical intakes may be found in Appendix B.

*(The chronology is the fact pattern. The analysis is based on information included in the fact pattern. The practice is measured against the standards, policy, mandate of the ministry and current clinical wisdom. Description of each intake or case work activity should be described succinctly and consistently using*

*language that is plain, informative and non-judgmental. The chronology will include information contained in files and information acquired during interviews.*

*There may be times when the facts may not be ascertained and in those instances, the chronology must reflect the discrepancy or lack of verification)*

***For example:***

The review could not determine if an in person interview was completed with the mother. The file documentation did not reflect that an in person interview was completed. On interview, the mother did not recall seeing the social worker except on the day of the child's death. On interview, the social worker recalled discussing the concerns with the mother but could not recall when and where that may have occurred. The team leader provided clinical supervision notes that reflected case consultations with the social worker where the need to document an in person interview was discussed. On interview, he could not recall if that occurred but was of the view that the social worker typically followed up with any direction he provided.

*(It is helpful to develop the working chronology from written material prior to conducting the interviews. The working chronology provides a framework to assist in verifying information as well as assists the analyst in developing questions for the interviews. If the working chronology is done well, the interview process tends to proceed more efficiently. If the information contained in the draft chronology is verified and complete, the development of the findings and analysis stage flows from the established fact pattern. If it is difficult to develop/determine findings supported by the analysis, that is usually an indication that the chronology needs additional work. It is similar to making risk decision #4 or establishing a risk rating during a comprehensive risk assessment. The better quality of information obtained and verified, the more defensible the findings and analysis.*

*It is helpful to document not only the facts, but also how the facts were obtained. Specify if the information was acquired from the file, from additional written information provided, or on interview. Information documented in the ministry information system, in particular, intakes, should be referenced by date received)*

***For example:***

**SERVICES RECENTLY PROVIDED/INTAKE ACTIVITY MARCH 2002- MAY 2002**

**March 24, 2002: Intake: Physical Abuse**

The social worker received a call from the Child Development Center (CDC) reporting that the child and his younger brother may be physically abused. CDC staff reported that 12 days prior, the brother had said that the stepfather hit the child. Further, CDC staff had noticed marks on the brother's buttock. They had not noticed new bruising or marks since. CDC staff reported that the brother attended the center for 6 hours a day, 5 days a week. Staff had noted major behavioural changes during the past 2 months including infant like behaviour, complaints of sore head/stomach, binge eating, acting helpless, hoarding toys, and clingyness to his mother. They observed chronic cold sores on his face, diaper rash, and the odor of yeast infection while changing his diaper. CDC staff were concerned about what they saw as the mother's lack of responsiveness to the cold sores, the diaper rash, the brother's comments about his "bum hurts" and that he had difficulty going down the stairs. There was no explanation provided as to the 12 day delay in reporting.

The social worker accepted the report for investigation and assigned it a 24 hour response time. On March 25, 2002, at 10:22 a.m., he interviewed the older brother at school. The older brother indicated his stepfather spanked the child. At 11:15 a.m., the social worker interviewed the middle brother, also at school. He indicated his stepfather, known as his secret dad, had washed his and his brothers' mouths out with soap and that he and his mother had been fighting. Collateral interviews were completed with both teachers. At 11:40 a.m., the child was interviewed at the Child Development Center and disclosed he was spanked by his mother and stepfather and made reference to a spoon. The social worker noted the child was difficult to interview.

The social worker spoke to the mother at the door of her residence. She denied all of the allegations. She stated the man known as stepfather in fact lived across town. The social worker noted that the mother appeared passive with a flat affect. She appeared willing to access community support services for the children. The bruising observed at CDC was not discussed, nor were the significant behavioral changes as described by CDC staff.

The Immediate Safety Assessment was completed on March 25, 2002 and indicated the children were safe. On March 26, 2002, the social worker received a call from CDC staff and documented that: "the brother has discoloration and possible bruising of upper inner thigh seen during diaper change today".

Throughout the week, the social worker noted a number of attempts he made to contact the mother. On April 7, 2002, he reached her by telephone. The mother stated that the stepfather had left the home and no longer lived there. He reportedly had been upset by allegations made against him. While this was inconsistent with the mother's previous statement that the stepfather did not live in the home, the discrepancy was not discussed. The social worker discussed community programs available for the children and provided the mother with the phone numbers. The issues related to the March 12 and March 26, 2002 bruising and the other behavioural changes were not discussed.

The risk decision #4 finding was made that *the child does not need protection*. The intake was signed off by the social worker on April 7, 2002 and supervisor on April 13, 2002.

**April 1, 2002: Intake: Physical Abuse/Sexual Abuse**

The social worker received a report from the Child Development Center (CDC). While changing the younger brother's diaper, CDC staff noticed a purplish-reddish scab on the younger brother's penis that did not appear to be a rash. They also had noted that the child had some minor bruising to his back.

The report was accepted for investigation. On April 2, 2002, the older brother was interviewed at school. He denied any spanking and spoke positively about his home. He did however confirm that the stepfather was involved in disciplining the children. The middle brother was also interviewed. He disclosed that his older brother bit him, and that his stepfather was mean to him. The social worker documented that "his stepfather punches him in the stomach, head and other places". The middle brother pulled down his pants to show the social worker a bruise, however there did not appear to be a bruise visible. He went on to say that his stepfather "slaps him on the head", and wanted to



show the social worker the bump on his head. The social worker did not observe a bump.

The child was interviewed at CDC. He said that he got spanked, then changed his mind to say he didn't get spanked. The social worker observed the child's bruise and noted: "it is yellowish in color and at the bottom of his back...it is fairly small and does not look very serious".

On April 3, 2002, the Immediate Safety Assessment was completed with the determination that the children were safe. The social worker made a collateral call to the physician who noted he had no concerns. He did note that both children had significant bruising over their bodies but stated that as he did not get a disclosure from either, he accepted the mother's explanation.

On April 5, 2002, the social worker documented a comprehensive risk assessment. The assessment included determining the level of risk associated with 23 factors. The overall risk rating was determined to be "low risk" for all four children. In reviewing the comprehensive risk assessment, there were 8 factors that the social worker believed required further assessment, 13 factors that were incorrect and/or inconsistent with documented file information, and 2 factors that were likely to be correct. The risk decision #4 finding was that *the child does not need protection*. A letter was sent to the mother making a number of recommendations for services. The intake was closed.

#### **April 26, 2002: Intake: Physical Abuse**

The social worker received a report from the school concerning the child and the middle brother. The report indicated that the middle brother had appeared at school very upset and had said: "can you help me?" He indicated he was scared and that his Dad had hurt his finger.

The social worker determined there was no need to investigate and that there would be no further action as the information was previously assessed. The social worker did however intend to review the intake with the supervisor the following week.

The intake was open at the time of the child's critical injury and subsequent death on May 1, 2002.

#### **D. CIRCUMSTANCES RELATED TO THE CHILD'S DEATH**

*(This information is typically obtained from the Coroner's Service. It is always a good idea to contact the Coroner at the commencement of a review related to a fatality. Let the Coroner know what the terms of reference are and ensure that any action taken will not interfere with either the Coroner or police investigations. Aside from a courtesy and ensuring investigations are not compromised, it is a way of developing a relationship with a colleague who has access to extensive and valuable information).*

#### ***For example:***

According to the medical-legal report completed by BC Children's Hospital Child Protection Service Unit Pediatrician, the child was seen at the local hospital presenting with life threatening head injuries. According to the information obtained at the hospital, the child had last been seen well at 8 p.m. when his mother left the home for work. The stepfather had allegedly been upstairs between 10 p.m. and 11 p.m. when he heard a

noise downstairs. He allegedly found the child lying on the floor with his eyes open but unresponsive. He apparently called the mother at work; she arrived home immediately. According to the medical records, the mother found the child with his stepfather in the upstairs bathroom. As the child was dressed only in underwear, the mother reportedly dressed the child, called for a baby-sitter and then with the stepfather, transported the child to the hospital.

Because of the severity of the child's head injuries and his poor condition, he was transferred to BC Children's Hospital Intensive Care Unit. The medical impression was as follows: " This 4 ½ year old presents comatose with evidence of: a severe closed head injury which included biparietal diastatic skull fractures and extensive subarachoid hemorrhage and cerebral edema; bilateral retinal hemorrhages; a fractured right clavicle; intrabdominal injury with evidence of air in the biliary tree and probable gastric perforation; multiple bruises to many different area of the body including the head and neck, the chest wall on the left side, the posterior aspect of the right elbow, bilateral flanks and the left hip; the area of bruising over the left hip was also associated with abrasion".

The pediatrician concluded: "this child has sustained multiple episodes of blunt trauma as evidenced by injury to many different parts of the body. The severity of the head injury and its association with the retinal hemorrhages suggests he may have sustained a shaking type injury in addition to the blunt trauma. These injuries would not have been sustained by a fall from a top bunk bed. It is my opinion that nothing other than severe non-accidental trauma would have caused this child's injuries".

#### **E. CURRENT STATUS**

*(An update on the current status of any surviving children)*

***For example:***

The 3 surviving children remain in the Director's care under an Interim Order. MCFD is applying for a Continuing Custody Order. The mother is opposing the application. The nominal commencement for the Protection Hearing is scheduled for June 1, 2002. A case conference is scheduled for September 2002.

#### **F. FINDINGS**

*(The findings are tied directly to the terms of reference)*

***For example:***

Finding 1: With respect to the ministry's response to the child protection reports made between 1998 and 2002, for the most part, the ministry's response to child protection reports did not meet the required standard.

#### **Synopsis**

*(A synopsis of the finding is provided at the beginning of any lengthy discussion/analysis in order to cue the reader to the points to note)*

***For example:***

- application of practice, policy and legislation did not comply with the expected requirements;
- the ministry responded to each intake in isolation from the others;
- initial assessments of the information were incorrect;

- documentation was minimal;
- investigation steps were incomplete;
- family assessments were not completed;
- files were closed without an adequate assessment of risk.

**Analysis/Discussion:**

*(The analysis section discusses the practice based on the chronology of services. Each activity/step is measured against the policy/standards of the day. The discussion focuses on what did happen, what did not and what should/could have happened. The tone of this section is important in that it should be neutral, with a strong clear voice. The discussion should not individualize the criticism but rather point to "this step was missed" or "flawed" as opposed to saying "the social worker should have done this or that".*

*You will be viewing the practice as a whole process which is defined as work completed by the social worker, supervisor and manager in the region. The practice must also be viewed within the context of other relevant factors. These may include local resources, workload, cultural issues and relationships between ministry staff, the community and the family. You will be identifying gaps in the service delivery model, access to supervision, policy and other systemic issues. It is important to contextualize the practice by understanding the work environment.*

*This does not however preclude the possibility that a critical eye may need to be on the work of a particular individual when you believe from the analysis, that there are serious practice omissions that your Director will need to be advised of. There are those very singular occasions when a discussion about the status of an individual's level of delegation is warranted. This discussion should be held and then referred for a consideration within a decision making venue separate from the review process.*

*You will identify weaknesses in practice as well as strengths. Commendation should be stated where appropriate. For fatality reviews, when possible, it is useful to indicate that the practice could not be linked to the child's death. This is very important to staff)*

**For example:**

In the majority of cases, the ministry received information that warranted follow up with a child protection investigation. The initial assessments did not appear to consider the specific circumstances within section 13 of the Child, Family and Community Services Act. Initial assessments did not appear to consider the vulnerability of the young child/children, a consistent pattern of parental behavior from a young and isolated mother, and the persistent reports of domestic violence. In assessing the majority of child protection reports, social workers appeared to consider the information with a narrow view of what constituted child protection. Many subtle indicators were either missed or disregarded.

In the 2 cases documented for investigation, the documentation did not support the decisions that were made. Interviews were not always completed, and those that were did not appear to be investigative in nature. Children were not always seen, collateral

contacts were often incomplete. Risk assessments were flawed and did not include adequate consideration of risk factors. At no time was a social or family history obtained. Most investigations did not include the social worker's observation of the parent/child interaction. There appeared to be a cursory approach to investigation resulting in risk factors being minimized or not understood.

In the cases rejected for investigation, several significant risk factors and indicators were present. The mother was young, isolated, had had her own childhood at home interrupted and had been the subject of child welfare intervention. She appeared to put her own needs ahead of those of her children. There were issues related to the decisions she made in the provision of alternate child care for her children. She continued to demonstrate either an inability or unwillingness to access support services. The 15 intakes documented by MCFD, whether designated as child protection or Family Support Services, were treated discretely without the recognition of patterns and the implication of prolonged periods of neglect.

***Findings continued:***

***(There may be times when findings need to be separated into more than one part)***

***For example:***

Finding 1B: Interviews did not appear to have been investigative in nature and resulted in a missed opportunity to accurately assess risk to the children as well as assess the mother's willingness and ability to ensure her children's safety.

**Synopsis:**

- Interviews appeared to have been poorly planned
- In some cases, interviews were not conducted
- Allegations of abuse and neglect did not appear to have been addressed
- Interviews with the children appear to have been brief and cursory in scope

**Analysis/Discussion**

***(In some instances, it is appropriate to use the analysis section as an opportunity to include some teaching points)***

***For example:***

Investigative interviewing is a basic tool used by social workers to gather information prior to making key decisions. Often social workers are faced with interviewing non-compliant parents and children who may be in danger. Investigative interviewing is a significantly different process than having a discussion and/or a meeting. Effective investigative interviewing is a composite of knowledge, skills, preparation, experience, attitude and inherent abilities (Helping in Child Protective Services 1992). In particular, along with understanding the dynamics of child abuse, social workers are required to be knowledgeable about child development in order to be able to communicate with children and to understand their behavioral and verbal responses.

In order to ensure social workers met the required competencies in this area, the ministry has developed mandated training for child protection workers and supervisors. The training provides an opportunity for staff to learn and to practice the competencies

based on the framework of the Step Wise Interview. The Step Wise Interview has three goals: to minimize the trauma of the investigation for the child; to maximize the information obtained without contaminating the child's story; and to maintain the integrity of the investigation. When conducting investigative interviews, child protection workers are directed to generate several hypotheses about the case and to set out to determine the facts rather than attempt to find the facts that will "prove" a single hypothesis (Child Protection Practice Standards, Appendix 7). Research has shown that when investigators conducted interviews with an outcome in mind, they were more likely to ask leading questions and less likely to consider factors that opposed their supposition. Interviews should be conducted at the child's developmental level. Multiple interviews may be necessary to develop trust and to elicit information.

Interviews with some of the children were conducted during the investigations. Within these investigations, the interviews with the children appear to have been conducted with great speed resulting in a lack of thoroughness. As documented in the March 2002 investigation, the social worker conducted 5 interviews one morning between 10:22 a.m. and 11:40 a.m. In the April 2002 investigation, the social worker documented she completed 4 interviews between 11:50 a.m. and 1:00 p.m. while also spending 30 minutes in the school staff room. It is likely that the setting, timing and tempo of the interviews resulted in a number of missed opportunities to elicit information.

In all investigations where interviews were conducted, social workers should have considered conducting follow up interviews with both the children and their parents. If reaching the stepfather was difficult during the day, social workers could have made a home visit in the evening or on the weekend. In all of the discussions/ interviews social workers had with the mother, critical questions were not asked. Discrepancies in her statements were not challenged. The stepfather was not seen nor interviewed. At no time did social workers document any specific discussion related to the on-going injuries, disclosures and behavioral changes observed in the children. There seemed to be minimal consideration given to assessing the children's disclosures for validity against other available evidence.

Throughout this case, the review found that social workers tended to accept previous assessments at face value. Past investigations, risk assessments, case decisions and conclusions were not challenged. When new reports were made and subsequent investigations conducted, at no time did staff critically examine the past case history with the intent of informing the current practice. The notion of reviewing the case history was viewed as being critical of other social workers' judgment and ability. On interview, supervisors for the most part, stated they often accepted the decisions made by senior workers and gave files only a cursory review before approving the sign off.

Notwithstanding this practice, the supervisor responsible for the case in April 2002 had not signed off the investigation. There was something about the case that made her uncomfortable. She intended to review the entire file prior to approving the decision to close the case.

Ministry staff interviewed for this review all stated they had some residual concerns and nagging feelings about the children's safety at the point of case closure. This notwithstanding, the cases continued to be closed, as staff believed they did not have the evidence to insist on mandated provision of services.

## **G. SUMMARY**

*(It is also important to discuss the clinical aspects of the case within an overall case summary. This section should link the overall history of the case to the interventions. This provides an opportunity to present the big picture and allows the reader to see the child and his family over time from a child welfare perspective.)*

### ***For example:***

The review was not able to establish if workload was an issue in the ministry's handling of the case. It is likely that the supervisor's span of control may have limited the time available to critically review each investigation within the context of the past history prior to approving key decision points.

There are likely many factors that contributed to the how the ministry responded to child protection reports related to the child and his family. During the numerous investigations, critical steps were missed. Additional information was not obtained and integrated into the accumulative knowledge base of the family. Important risk factors were not identified. Social workers appeared not to recognize the dynamics of child abuse and neglect, child resiliency and coping patterns. Assessments were based on incomplete and inaccurate information. Ministry social workers appeared to be resistant to alter their initial assessment of the family, even in the face of new information. Case consultation was not utilized appropriately. Family assessments were not completed. Inconsistent information was not challenged.

The case involving the child and his family was complex. Like all cases however, any doubts about the child's safety and well-being, the child's need for protection, or the ability and willingness of the child's parent to care for and protect the child must be resolved in favor of protecting the child. The review found that MCFD failed to resolve the child protection concerns and provide the necessary protective services to the child and his family.

## **H. RECOMMENDATIONS ARISING FROM THE REVIEW**

### ***For example:***

The following recommendations were developed by the Region and the Director's office:

1. That the Regional Executive Director ensures that there is a written protocol developed between MCFD and the RCMP. Further, that a copy of this protocol be provided to the Director within 30 days.
2. That the Regional Executive Director ensures that relevant child protection staff attend and complete Investigative Interviewing Training. Further, that a list confirming child protection staff who have completed the training be provided to the Director's office within 90 days.
3. That the Regional Executive Director ensures that the Regional Child Protection Manager initiates and establishes a series of regular Child Protection Practice Forums.
4. That the Regional Executive Director ensures that the decision approval and sign off requirements for Acting Supervisors be reviewed in writing with all child protection staff. Further, that a copy of the practice bulletin be forwarded to the Director's office within 14 days.

5. That the Regional Executive Director ensures that the requirement for immediate case consultation is reviewed in writing with all child protection staff. The practice bulletin should minimally include direction confirming where case consultation is available and how it may be accessed. Further, that a copy of the practice bulletin be forwarded to the Director's office within 14 days.

6. That the Director of Regional Operations establishes two additional positions for the Region and these are designated as a supervisory position (1) and child protection consultant position (1).

7. That the Director for Systems Division examine and review the issues related to documentation restrictions and limitations within the MCF SWISMIS electronic case management system.

#### **EXECUTIVE AUDIT AND REVIEW**

*This stage is to vet the report through the eyes of an executive group external to the service delivery. Each region should consider carefully the composition of this committee. It could include the RED/CEO, a manager outside the service delivery, other professionals in your local authority, specifically those involved in provision of service where there is not a conflict, ie. a Mental Health professional or Youth Justice, in the case of the death, the local Coroner. There should be 5 to 7 people. Their responsibility is to read, critique the report and make additional recommendations if needed.*

*The report then has its final edit and preparation of the Precis.*

*Information about where the report is sent*

*The CEO/RED receives the full report*

*The Precis is sent to the participants of the review and to those to whom recommendations have been directed..*

**CHILD & FAMILY DEVELOPMENT DIVISION**

**CASE REVIEW PROCEDURES**

**June 2003**



## **CONTEXT**

On July 2, 2002 the designation of regional directors occurred under the *Community, Family and Children Services Act (CF&CSA)*, section. The 11 regions responsible for delivering services under the community, family the children services act were consolidated into five macro regions. These regions are Vancouver Island, Vancouver/Coastal, Fraser, Interior and the North. Each macro region has a designated director. These new directors are now responsible for managing quality assurance activities regarding services provided to children and families under the *CF&CSA* and the *Adoption Act*. Quality assurance activities include qualitative case audits as well as case review of cases when there has been a serious occurrence to a child. This document outlines the procedures for both case reviews.

A case review may have different methodology and scope. One kind of methodology for a case review may be completing only an examination of the relevant files. A full case review may include a file review, interviews of staff and other service providers, as well as family members. This policy will set out guidelines as to how case reviews will be conducted. This procedures document is also attached to the protocol between the British Columbia Government Service Employees Union (BCGEU) and the directors in the province of British Columbia.

A methodology and procedures document has been developed for case practice audits. The document outlines, in detail, the steps required to conduct case practice audits including where and how to gather information and how to determine a reliable sample size. This process is not a part of this protocol.

## **CASE REVIEW**

### **INTRODUCTION**

The director is accountable for ensuring those programs, standards, policies, and actions carried out under the (*CF&CSA*) properly serve and protect children in the province of British Columbia. In addition, the director is responsible for the statutory authority delegated to social workers to carry out those official duties and actions on his behalf. Under the *CF&CSA*, Section 93, "the director must ensure that a review process is established to examine case practice and social work conduct in the exercise of those duties."

The directors in the new regional Authorities, as well as the Provincial Director, have the responsibility of establishing a procedure for reviewing the exercise of the director's powers, duties and function pursuant to the *CF&CSA*. The director\* in the Regional Authority manages this function. The Provincial Director may also be called upon to

conduct a review by the director in the Regional Authority in exceptional circumstances. A Case Review is undertaken when a serious occurrence to a child (or family member) or a serious complaint has been reported to the director. The decision to conduct a case review is ordered by a director for child protection, guardianship and community living. Services provided under mental health and youth justice have a separate review process for reportable circumstances/critical incidents. However, these separate processes do not preclude a coordinated review when a child/youth has been served by concurrent service systems, i.e. child protection and youth justice.

### **REVIEW PRINCIPLES**

- The review will embrace the principles of fairness, timeliness, openness, and accountability.
- The review will be respectful of individuals and will be guided by the best interests of the child.
- Information gathered through the review process will be relevant and factual.
- There will be organizational accountability.
- Confidentiality will be adhered to throughout the review process.

### **REVIEW OBJECTIVES**

- To promote excellence in case practice as well as confirming good case practice.
- To assess and examine case practice in relation to the fulfillment of delegated powers, duties, and functions under the *CF&CS Act*, specifically as they relate to practice standards.
- To inform case practice at an individual case level and at a systemic level.
- To identify those cases practices where additional services to the child or family are required.
- To identify barriers to providing an adequate level of service.

### **OVERVIEW**

The purpose of the review is to examine the facts of the case and to determine whether the ministry has adequately fulfilled its mandate under the *CF&CSA* or *other relevant legislation*.. A Case Review may be requested from any source, including ministry staff, clients, the public, professionals, service providers, politicians, and/or the Minister. A Case Review occurs at the discretion of the director of the *CF&CSA* and/or the Deputy Minister.

Having determined that a Case Review is warranted, the terms of reference are established by the director's office in consultation with the regional management group. The terms of reference include the scope, focus, and issues to be examined (the methodology for the review is confirmed at the same time). The Case Review process

contains seven distinct stages and takes approximately two to six months to complete depending on the scope, methodology and availability of staff. These stages are outlined under Procedures.

### **PROCEDURES:**

- **Notification**
- **Preparation**
- **Information Gathering and Fact Verification**
- **Work in Progress/Draft Review Report**
- **Recommendation Development**
- **Approval by the Integrated Regional Management Committee**
- **Final Report and Distribution**

The Case Review process requires that ministry staff have the support of management to participate **as well as prepare** for the review.

### **STAGE 1 NOTIFICATION**

When the decision has been made to conduct a Case Review, written notification is provided to staff by the director (copy to the designated manager), that a review will occur. Included in the notification are the terms of reference, methodology, identity of the reviewer, the start date, and a copy of the review procedures. Simultaneously, the director will notify the Local BCGEU Chairperson and/or designate who will also be provided the same package of information as staff.

The director or designated manager will then convene a notification meeting with ministry staff who will be involved/required to participate in the review and the union representative. The notification meeting should occur within ten working days following the director's decision to conduct a review.

At the notification meeting, ministry staff will be provided an information package consisting of a copy of the notification letter from the director stating the terms of reference, methodology, the name of the reviewer, start date, and a copy of the Case Review Process and Procedures. Ministry staff will be advised of their rights under the collective agreement (Section 10.8), an overview of the review process, and the name of the designated manager.

In addition staff will be advised that the release of the review report to them is governed under Section 33(b) of the *Freedom of Information and Protection of Privacy Act (FOIPPA)*. This section indicates that consent must be obtained from the employee in order for "disclosure of information to occur." A copy of the consent form should be included with the other notification information.

Ministry staff can be notified as a group or if staff request, notification can be done individually. Also, where it is subsequently identified that a further staff person is to be involved in the review, the same notification procedure will apply.

The designated manager is responsible for ensuring rights under the collective agreement are complied with as well as scheduling staff attendance at any required interviews.

It is the responsibility of the designated manager to take steps to ensure that personnel policy and provisions of the collective agreement are met. Ministry staff will also be advised of a contact for the review in the director's office. The director is responsible for the notification of family and community members who may be interviewed for the review. The Practice Analyst (reviewer) will provide the designated manager with a list of staff to be interviewed and specify times of availability for necessary interviews.

## **STAGE 2 STAFF PREPARATION**

Case Reviews are conducted by a Practice Analyst designated by the director. The regional director is responsible for ensuring that the practice analyst has appropriate supervision through the existing regional structure. In some regions this is an assistant director in another region it is the deputy director.

The formation gathering process will begin by an examination of all written material related to the case, then may proceed to interviews with staff, clients, and community members. The office managing the review (OMR) will request the files under review to be sent to their office in order that the Practice Analyst can begin to prepare the chronology for the review. The OMR or the region will photocopy the files. This will be negotiated with the designated manager. When the photocopying has been completed, the files will be returned to the originating office as soon as possible.

The affected staff will have sufficient staff time to prepare for their interviews. This means that those files for which the social worker had responsibility should be made available prior to and during the interview. For example, a child protection worker who conducted child protection investigations into a family would be able to review those intakes in preparation for an interview. The designated manager should arrange this in conjunction with the team leader and/or social workers that were involved with the case. The Practice Analyst will provide five days notice to staff of the interview. Staff will have permission from regional management to prepare for the interview. ***Preparation means having approved time away from regular duties to read files and prepare for the interview.***

## **STAGE 3 INFORMATION GATHERING AND FACT VERIFICATION**

The focus of information gathering will be relevant to the issues/concerns identified in the terms of reference. A factual history will be assembled through the examination of files and other related documentation. Interviews may be conducted with ministry staff, clients, family members, and community collateral. Individuals interviewed will be identified in the case review report only on a need to know basis. The case review process will respect confidentiality.

Facts obtained through the interviews will be summarized and provided to the individual for fact verification. Individuals will be given the opportunity to respond to the fact summary provided. *Staff will have ten working days to review the interview summary.* If more time is needed, this must be negotiated with the Practice Analyst and be mutually agreed upon. Responses to the factual information will be considered in the review. Where no response is received, this will be considered as verification of fact. Differences of opinion will be noted. It will also be indicated when a staff/community/contractor did not participate in the review and for what reason. As the review proceeds, if the Practice Analyst identifies relevant issues not included in the terms of reference, these issues will also be explored.

It is at this juncture that the employee will be asked by the reviewer to sign a consent for permission to release their "practice information" for the release for distribution of the completed review report. Should the employee not sign consent to release his/her information the final report will be severed accordingly. This means the released report will have severed segments from those staff who did not provide consent. The severed report will then be sent to all staff involved with a covering letter when the report has been completed (a copy of the consent form is an appendix to this document).

A Case Review and other records made under the *CF&CSA* are governed by the disclosure provisions contained in Part 5 of the *CF&CSA* and can only be disclosed in accordance with the provisions of that *Act*. Typically, a Case Review may contain personal information about a child, the child's family, and information regarding the practices of a number of social workers and other professionals. The disclosure regime of the *CF&CSA* generally only entitles a person to have access to a record concerning him or herself. Therefore, at the time of fact verification an employee is only entitled to review references to that person's own practice. However, the release of the report is governed by *FOIPPA*.

Where it appears that practice has resulted in a child being left at risk, the director, and the designated manager will be advised immediately by the Practice Analyst. The Practice Analyst will follow up in writing with this information to the respective director.

#### **STAGE 4 WORK IN PROGRESS**

---

The Practice Analyst will synthesize and analyze the information gathered. The information gathered will primarily consist of a chronology of events and significant incidents. From an analysis of the chronology and significant events, the Practice Analyst will produce clearly stated findings. These findings will reflect case practice relative to the terms of reference, which are then measured against the practice standards, policy, best practice, and sound clinical judgement. Findings, which are included, can be positive as well as critical. There may also be commendation of staff where consistently appropriate case practice has been identified.

The Practice Analyst will produce a list of issues (identified in the terms of reference), the verified facts (in chronological order) and the analysis with the findings. This becomes the Case Review Report identified as the "*Work in Progress*." At this stage the *Work in Progress* is then provided to the director for scrutiny, editing and preparation for the recommendation development. The director may suggest edits to the chronology of event section. The director **does not** change or alter the findings of the review.

During the review process regular updates will be provided to the director and designated manager on the progress of the review.

#### **STAGE 5 RECOMMENDATION DEVELOPMENT**

The director in the regional Authority will coordinate the participation of key individuals from the regional management group to develop recommendations relevant to the findings of the *Work in Progress* (i.e. the ICEO, director and community service manager/s from across the service spectrum. The reviewer/analyst is also included in this stage.

Recommendations could include, but are not limited to, the following: practice, policy, administration, training, legislation, delegation, audit, and/or professional development plans

#### **STAGE 6 SUBMISSION OF THE CASE REVIEW REPORT TO THE INTEGRATED MANAGEMENT REVIEW COMMITTEE**

At this stage the review report goes to the Integrated Regional Management Review Committee which is composed of senior representatives from all sectors of the organization. This committee reflects the multidisciplinary nature of the organization and is sanctioned by your Executive. This committee meets regularly as required during the year. The committee reviews the *Work/s in Progress* to ensure it adequately addresses the issues identified in the terms of reference. This committee will also assess the adequacy of the recommendations relative to the findings in the *Work in Progress*. The Integrated Regional Management Committee may make additional recommendations. When the Committee is satisfied that the findings have been satisfactorily addressed and the recommendations are adequate to address them, the

Committee will approve the *Work in Progress*. The *Work in Progress* once approved becomes final and is now the Case Review Report.

### **STAGE 7 FINAL REPORT AND DISTRIBUTION**

The director will be provided with a final copy of the Case Review Report. A letter advising of the completion of the review, as well as acknowledging the staff participation in the review will be sent to individual staff members who participated in the review along with the review report. Where appropriate, the director will also provide a copy of the Case Review Report to the Office of the Chief Coroner, Child and Youth Officer and the Ombudsman.

When the Case Review has been completed and approved by the Integrated Management Review Committee, staff will receive a copy of the full report as long as each staff participating in the review has signed a consent to a release of his/her information. The Information and Privacy Branch prior to the release of the report will sever the report accordingly when a staff person has not provided consent to the release of information relevant to the review. Other collaterals/professionals who have participated in the review will receive a letter advising that the review has been completed and that recommendations have been made. The letter will also advise on how the report may be obtained from the Information and Privacy Branch.

As appropriate, family members may be invited to meet with senior staff and/or the director's office in order to discuss the review report.

### **FOLLOW-UP AND TRACKING OF RECOMMENDATIONS**

To assist in ensuring accountability, a Recommendations Tracking System (RTS) has been established. Recommendations from Case Review Reports are entered into this tracking system. Beginning July 2, 2002, all of the recommendations entered onto the RTS are the responsibility of the director in each local regional authority. The individual responsible for responding to a recommendation will be notified of the recommendation and notified of the appropriate time frame for a response.

The Quality & Devolution Management Branch (QDMB) will track the recommendations for provincial roll-up. The director in the local regional authority will assess the adequacy of recommendations developed post July 2, 2002 and the QDMB will maintain the recommendation tracking system until the new Integrated Practice Analysis Tool has been implemented across the province.

When the response to a recommendation has been assessed as to its adequacy RTS will be notified in writing as to whether the recommendation can be closed or brought forward should further information be required. The QDMB will continue to manage RTS until the new tracking tool is in place. Once the recommendations have been fully

implemented, the area where the recommendation was directed will be advised and the recommendation/s will be closed. Individual staff may inquire as to the outcome of the recommendations from the director's office.

### **STORAGE OF DOCUMENTS**

The director's office will retain a case review file. This file will contain the completed case review report. Case Reviews are not to be filed on the client file. A notation should be made, however, indicating that a Case Review was completed on a specific date.

### **CONFIDENTIALITY OF THE REVIEW REPORT**

Case Review Reports are confidential. The *Child, Family and Community Services Act*, (part 5) Confidentiality and Disclosure of Information govern client information contained in a review report. In addition, review reports will not include third party names identified through the review process. The intent here is to respect the individual rights protected by labor standards vis a vis due process and administrative fairness. Individual professionals will be identified on a need to know basis only and not within the context of a review report.

### **PRIOR TO COMPLETION**

At any time during the review process, the director may establish that the review has become unnecessary and may end the process. Notification will go out to all involved indicating such, should a decision to end the review occur.



| <b>QUALITY ASSURANCE STANDARD 2: CASE REVIEW</b> |   |
|--|---|
| <b>STANDARD STATEMENT</b>                        | <p>A case review is conducted at the discretion of the Minister, Deputy Minister and/or a designated director.</p> <p>A case review is undertaken following:</p> <ul style="list-style-type: none"> <li>• a serious occurrence to a child, and/or when</li> <li>• a serious complaint has been made to the</li> <li>• Minister/Deputy Minister, and/or               <ul style="list-style-type: none"> <li>• a designated director</li> </ul> </li> </ul> <p>regarding case practice associated with provision of services under the CFCSA.</p> <p>The decision to conduct a case review is made as soon as possible and no later than 20 working days following the serious occurrence. The decision to conduct a review regarding a serious complaint should be made as soon as possible following receipt of the complaint.</p>   |
| <b>INTENT</b>                                    | <p>The intent of this standard is to:</p> <ul style="list-style-type: none"> <li>• promote excellence in case practice as well as confirming good case practice</li> <li>• improve service delivery to children and families</li> <li>• ensure that the director has complied with standards, policy and the legislative mandate under the CFCSA.</li> </ul>  |
| <b>REFERENCES</b>                                | <ul style="list-style-type: none"> <li>• CFCSA s. 93(3)</li> <li>• COA: G2.6</li> <li>• Child and Family Development Service Standards Standard #25 Notification of Death, Critical Injuries and Serious Incidents</li> <li>• Protocol between the BCGEU and the Directors for the Conduct of Case Reviews June 2003</li> <li>• Case Review Policy &amp; Procedures June 2003</li> <li>• Reportable Circumstances<br/><a href="http://icw.mcf.gov.bc.ca/esd_main/pdf/17Reportable.pdf">http://icw.mcf.gov.bc.ca/esd_main/pdf/17Reportable.pdf</a></li> <li>• Reportable Circumstances Review and Tracking Process</li> </ul>  |
| <b>POLICY</b>                                    | <p><b>NOTE:</b> Complaints relevant to the ministry's complaint process involve a different process not addressed in this standard.</p> <p>There are two types of case reviews. One is a Director's Case Review and the second is the Deputy Director Review. These two types of reviews have different methodologies.</p> <p><b>Director's case reviews:</b><br/>The decision to conduct a director's case review is based upon the severity of the occurrence or complaint, the potential link between case practice and the outcome, and level of response required for public accountability.</p> <p>Following a decision to conduct a director's case review, the review process includes:</p> <ul style="list-style-type: none"> <li>• Developing the terms of reference, defining the scope and confirming the methodology for the review</li> <li>• Notification of the decision to conduct a case review by a designated director to the appropriate ministry staff and Local</li> </ul> |

|  |  |
|--|--|
|  | <p>BCGEU Chairperson in accordance with the <i>Protocol between the BCGEU and the Directors for the Conduct of Case Reviews</i>.</p> <ul style="list-style-type: none"> <li>• Preparation time for staff involved in the case review to review relevant files, case notes and documents.</li> </ul> <p><b>Note:</b> Once the decision to conduct a review is made, files, case notes and relevant documents remain in their original form</p> <ul style="list-style-type: none"> <li>• Information gathering and fact verification relevant to the terms of reference by a practice analyst or external consultant determined by a designated director</li> <li>• Completion of a work in progress report that includes a chronology of events, facts and findings that is submitted to a designated director for review, consultation and edits. The findings are not altered.</li> <li>• Recommendations developed by senior ministry staff in consultation with a designated director.</li> <li>• Review and additional recommendations made for the work in progress report by an Integrated Management Review Committee</li> </ul> <p><b>Distribution of the report</b></p> <ul style="list-style-type: none"> <li>• The designated director signs off the final report and distributes a copy of the report to the provincial director and a copy to ministry staff who have consented to the sharing of the report.</li> <li>• In the case of a child's fatality, a copy of the final report is provided to the Chief Coroner of BC.</li> <li>• A final letter is sent to outside ministry professionals/community members advising completion of the review with information regarding the recommendations.</li> <li>• Other interested parties may apply for a copy of the report to the Information and Privacy Branch.</li> </ul> <p>A director's case review is completed as soon as possible and within eight months of the decision to conduct the review. The complete report is a suggested maximum length of 35 pages.</p> <p><b>Deputy director's review</b></p> <p>The decision to conduct a deputy director's review is made following a serious occurrence to a child such as a fatality, critical injury and/or serious incident.</p> <p>A decision to conduct a deputy director review is made by a designated director or deputy director or equivalent in consultation with relevant senior management and practice analyst.</p> <p>A deputy director's review is an initial examination of the ministry's involvement with a family and/or child:</p> <ul style="list-style-type: none"> <li>• to determine whether a director's case review is required, or</li> <li>• as a stand alone report.</li> </ul> <p>A deputy director review is more limited in scope than a director's review and usually consists of a file review and focuses on the last five years of service involvement.</p> |
|--|--|

If staff interviews are required proper notification must be given according to the protocol that is then followed in its entirety.

Follow a decision to conduct a deputy director's review, the review process includes:

- An examination of relevant case files that results in a chronology and analysis/discussion of the information. There are no findings in this type of review.
- A review of the information by the designated director or equivalent and relevant senior management staff to develop recommendations.
- Preparation of a final deputy director's report for a designated director that includes recommendations.
- Sign off of the final report by a deputy director or equivalent.

Distribution of the report:

- The final deputy director's review report is sent to a designated director.
- The recommendations are registered on the recommendation tracking system.
- A final copy of the deputy director's review report that is forwarded to the provincial director to track the implementation of the recommendations.
- A deputy director's review report regarding a fatality is shared with the BC Coroner.

A deputy director's review is completed as soon as possible and within 90 days of the decision to begin a review. The complete report is a suggested maximum length of twelve pages.

All case reviews are confidential and are maintained in a secure location in the provincial and designated directors' offices.

At any time during the review process, an involved designated director or the provincial director may determine that the review is not to be completed, and may end the process. Notification of the decision is sent out to involved persons.

|                                  |   |
|----------------------------------|---|
| <b>ADMINISTRATIVE PROCEDURES</b> | See Reportable Circumstances Guidelines<br>See Procedures for the Conduct of Case Reviews   |
| <b>ADDITIONAL INFORMATION</b>    | A protocol between the provincial director and Aboriginal Agencies is in progress   |
| <b>KEY DEFINITIONS</b>           | <p><b>serious occurrence:</b> a death, a critical injury or serious incident.</p> <p><b>death:</b> death of a child in suspicious circumstances.</p> <p><b>critical injury:</b> An injury that may result in the child's death or may cause serious or permanent impairment of the child's health, as determined by a medical practitioner.</p> <p><b>serious incidents:</b> circumstances involving a child who:</p> <ul style="list-style-type: none"> <li>• is in life-threatening circumstances, including illness or serious accident</li> <li>• is lost, missing or continually running away to a situation that places him or her at high risk of death or injury</li> <li>• is missing for more than 10 days</li> <li>• is a victim of abuse or neglect by an approved caregiver, caregiver's staff or caregiver's child</li> <li>• is the victim of abuse or neglect by a care provider or care provider's family in an out of care placement</li> <li>• has been exposed to a high-risk situation or disaster which may cause emotional trauma</li> <li>• has been involved in crimes of violence or major property damage, or</li> <li>• has been abducted</li> </ul> <p><b>serious complaint:</b> circumstances in which a lack of timely intervention and/or severe delay in planning has been detrimental to a child/youth receiving services and/or in care.</p> <p><b>deputy director review:</b> a review of the case files with a defined scope of the time frame to be examined. This type of review usually does not include staff interviews. However, there are exceptions where the director may wish to interview on a limited basis. Where interviews are deemed necessary the process outlined in the Director's Case Review policy is to be followed.</p> <p><b>director's case review:</b> a full review that involves the examination of case files as well as interviews of relevant staff, foster parents/caregivers and service providers.</p> <p><b>integrated management review committee:</b> a committee that is established by a designated director in consultation with a deputy director and comprised of senior regional management staff represented across ministry program areas (i.e. child and family development, youth justice, child and youth mental health, community living).</p> |

|  |  |
|--|--|
|  |  |
|--|--|

DATE OF RELEASE: June 28, 2004 EFFECTIVE DATE: July 12, 2004  
PROGRAM AREA: Child and Family Development – Service Transformation Division  
PROPOSED REVIEW DATE: June, 2005

**IMPROVING CASE REVIEWS AND AUDITS**

**Issue**

The Ministry of Children and Family Development (MCFD) regularly conducts reviews of selected child welfare cases and practice audits, as part of its quality assurance system. Concerns have arisen regarding the quality of these reviews and audits particularly in the recommendations identified in the final reports, as well as the implementation and tracking of these recommendations.

*Improving Case Reviews and Audits* was presented to the Regional Executive Directors and designated Directors, CFCSA in June 2005. Suggestions from that meeting have been incorporated into this paper. The revised recommendation development process and sign off policy described in this paper, will be incorporated into the revisions being made to the case review and audit quality assurance standards.

**Background**

- MCFD's Quality Assurance Standards, which took effect June 14, 2004, promote excellence and ensure children and families receive consistent, high quality services under the *Child, Family and Community Service Act (CFCSA)*.
- These standards provide the mandatory framework for quality assurance and outline the requirements for delegation, case practice audit and case review.
- The quality assurance standard on audit states that case practice audits in core service areas are conducted according to a regional audit plan. These audits are proactive and measure compliance to service standards.
- The quality assurance standard on case reviews states that the designated Director and Deputy Director in each region may initiate a directors or deputy directors review to examine practice following a child fatality, critical injury or other serious incidents arising from a reportable circumstance report.
- Since the responsibility for case reviews and audits was devolved to the regions, concerns have arisen regarding;
  - qualifications and criteria for selecting contractors to conduct case reviews
  - quality of reviews and audits, particularly recommendations arising from reviews and audits
  - implementation of the recommendations arising from reviews and audits
  - tracking of recommendations to ensure implementation

## Improving Reviews and Audits Processes

The following actions are being implemented to address the concerns regarding the quality of case reviews and case practice audits:

### **A. Change to Bidders List**

MCFD's Child and Family Development Division maintains a bidder's list that includes contractors to conduct case reviews and practice audits. The Designated directors, Regional Executive Directors and the Provincial Director will establish qualifications and criteria for the selection of these contractors, as there are currently no established guidelines in place.

### **B. Conducting Reviews and Audits**

The need to conduct reviews and audits according to the established standards and procedures will be reinforced with MCFD staff.

### **C. New Recommendation Development Process and Sign Off Policy for Case Reviews and Audits**

1. The analyst/reviewer/auditor prepares the **draft** report. At this stage the report does not contain recommendations. The analyst/reviewer/auditor and Deputy Director sign the **draft** report.
2. The Deputy Director and/or designated Director, Director of Operations, analyst/reviewer/auditor and other relevant regional senior managers review the report, develop recommendations and add them to the report. The report has now been **finalized** at the regional designated Director's level. Draft is removed from the report. The report remains a work in progress. The designated Director signs off report below the recommendations.
3. The designated Director then sends two hard copies (with original signatures) and an electronic copy (with the designated Directors electronic signature) of the report to the Provincial Director and an electronic and hard copy to the Regional Executive Director.
4. The Provincial Director and Regional Executive Director have 10 calendar days (from the date the hard copy is received) to review the report and add further recommendations.
  - The Regional Executive Director advises the Provincial Director during this time frame if they wish to add recommendations or not. If the Regional Executive Director wishes to add recommendations they electronically send the recommendation(s) (with their electronic signature) to the Provincial Director to add to the report. It is articulated in the report who has added the recommendation.

- If the Provincial Director wishes to add recommendations he adds them directly to the report and articulates in the report he has added this recommendation.
5. The Provincial Director *signs off* original report below designated Directors signature whether recommendations are added or not. Report is now **final**.
  5. The Provincial Director informs the designated Director by email that the report has been reviewed and whether recommendations have been added or not. If recommendations have been added the Provincial Director will forward the designated Director an electronic copy of the recommendation with an electronic signature.
  6. The Provincial Director signs the original two reports and returns one by mail to the designated Director.
  7. The Provincial Director retains an original copy and forwards copies of the final report to the Child and Youth Officer (CYO) and the Coroner when relevant (only if a fatality review). The Deputy Minister is notified when reviews are forward to the CYO and Coroner.

#### **D. Recommendation Tracking Process**

1. The designated Director forwards all recommendations contained in the report to the relevant source(s) to respond. The designated Director is responsible for tracking the recommendations for implementation and/or completion.
2. The Provincial Director's Office enters recommendations into the provincial Recommendations Tracking System (RTS). The designated Director advises the Provincial Director's office when recommendations have been implemented or completed and the Provincial Director's office updates RTS. (*This will be revised when the Integrated Practice Analysis Tracking (IPAT) tool is implemented*)
3. The Provincial Director's Office will provide the designated Director and Regional Executive Director with quarterly updates from the RTS system on the status of their regional recommendations.
4. The designated Director and Regional Executive Director have responsibility to ensure recommendations from reviews and audits are implemented and/or completed.
5. The Regional Executive Director will report quarterly to the Assistant Deputy Minister on the implementation or completion of recommendations.

#### **E. Proposed Executive Audit & Review Committee**

A proposal has been made to create a provincial forum to which all reviews, audits and recommendations would be presented. The purpose of the forum would be to ensure:

- consistency and quality in approach and structure
- expediency in cross regional and provincial learning opportunities



The structure of the forum may be an executive audit committee or it may be the designated Director table where Directors would present reviews or audits completed in their region to their colleagues and report back on recommendation implementation.

Information about reviews, audit and recommendations would be made available to the public through the ministry web site.



Ref: 114668

October 1, 2002

Charlotte Rampanen  
Director  
Usma Nuu Chah Nulth Community and Human Services  
PO Box 1280  
Port Alberni BC V9Y 7M2

Dear Charlotte Rampanen:

**Re: Director's Review**

I am writing to confirm that a Director's Case Review will proceed regarding the practice and services provided by the Usma Nuu Chah Nulth Community and Human Services program to [redacted] and her family. A Ministry of Children and Family Development practice analyst, H. Monty Montgomery has been assigned to co-manage the conduct of the review along with yourself as the designated program manager. The review will be conducted by Nicholas Simons who is the mutually agreed upon reviewer for this matter.

For your information, the process to be followed in the conduct of the review is consistent with the document "Protocol Between the Director's Office and BCGEU for the Director's Case Review Process" dated June 2001, a copy of which has been made available to you. I recognize that the process outlined in this document has not been adopted for use with First Nations Child and Family Service Agencies at this time, however I ask you to consider that this review be conducted "in the spirit of" this Protocol. I am aware that the sections of the June 2001 Protocol that specify the role of the BCGEU are not relevant to the Usma Nuu Chah Nulth Community and Human Services program. However, "in the spirit" of the Protocol, I recommend that you meet with your staff to review the procedural steps outlined in the Protocol, share with them the established terms of reference, and provide them with information about the reviewer who will be conducting the review.

It is anticipated that this review will be conducted in a spirit of partnership and with the full support of the Ministry of Children and Family Development, Vancouver Island Region, the Usma Nuu Chah Nulth Community and Human Services agency and the Ministry of Children and Family Development Services to Aboriginal Children and Families Division (on behalf of myself as the Director of Child Protection Responsible for Aboriginal Agencies).

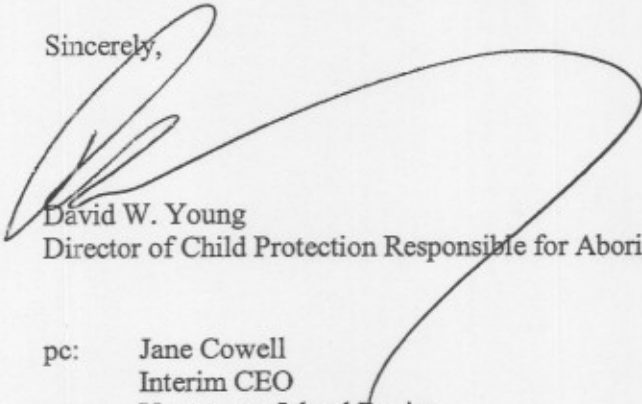
The purpose of the review is to examine the extent and nature of the involvement of the Usma Nuu Chah Nulth Community and Human Services agency and the Ministry of Children and Family Development in the case of [redacted], the children of [redacted] to ensure that policy and practice requirements regarding the provision of child protection services were met.

.../2

The specific Terms of Reference for the Director's Review are:

1. Was the response of Usma Nuu Chah Nulth Community and Human Services to the child protection concerns associated with the [redacted] family consistent with established standards?
2. Was the response of the Ministry of Children and Family Development to the child protection concerns associated with the [redacted] family consistent with established standards?
3. Was the decision to facilitate the entering of a *CFCSA* s.8 Kith and Kin Agreement between [redacted] and [redacted] in the children's best interests?
4. Did Usma Nuu Chah Nulth Community and Human Services agency staff follow the July 2002 Draft "Practice Guideline for Section 8 Agreements - Aboriginal Agencies"?
5. Was the information sharing process between the Ministry for Children and Family Development Vancouver Island region and the Usma Nuu Chah Nulth Community and Human Services agency adequate to ensure the safety of the children in the Kith and Kin placement?

Sincerely,



David W. Young  
Director of Child Protection Responsible for Aboriginal Agencies

pc: Jane Cowell  
Interim CEO  
Vancouver Island Region

Catherine Reznechenko  
Deputy Director of Aboriginal Services

Jeremy Berland  
Executive Director  
Services to Aboriginal Children and Families



November 8, 2002

Gary Winchester  
Community Services Manager  
Ministry of Children and Families  
355 11<sup>th</sup> St  
Courtenay, BC V9N 1S4

Dear Gary Winchester:

I am writing to confirm that a Joint Director's Case Review will proceed regarding the practice and services provided by the Usma Nuu Chah Nulth Community and Human Services delegated First Nations Agency and by the Ministry of Children and Family Development Vancouver Island Region to \_\_\_\_\_ with whom \_\_\_\_\_ had been placed by the Usma Nuu Chah Nulth Community and Human Services delegated First Nations Agency.

A joint Director's Case Review was agreed to by my office through consultation with the office of the Director of Child Protection Responsible for Aboriginal Agencies.

The Terms of Reference that will guide the review are attached.

The review will be conducted by Nicholas Simons, who is the Director of the Sechelt Child and Family Services delegated First Nations Agency. H. Monty Montgomery, Practice analyst, Services to Aboriginal Children and Families Division has been assigned to co-manage the conduct of the review along with yourself as the designated regional manager. It is the role of the designated manager to assist the reviewer in setting up meetings with staff.

For your information, the process to be followed in the conduct of the review is consistent with the document "Protocol Between the Director's Office and BCGEU for the Director's Case Review Process: dated June 2001, a copy of which is attached. This protocol has not yet been signed off between myself and the BCGEU, however there is agreement that reviews will be conducted 'in the spirit of' the established protocol. As outlined in the document as part of the Notification Stage, one of the preliminary steps in the review process is to convene a meeting with a local BCGEU representative and Regional staff to review the steps outlined in the protocol, the terms of reference for the review, and to provide information about the reviewer.

... 2

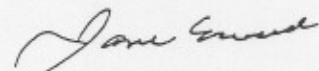
It is anticipated this review will be conducted in the spirit of partnership with the full support of the Ministry of Children and Family Development Vancouver Island Region, the Usma Nuu Chah Nulth Community and Human Services agency and the Ministry of Children and Family Development Services to Aboriginal Children and Families Division (on behalf of David Young, Director of Child Protection Responsible for Aboriginal Agencies).

The specific Terms of Reference for the Director's Review are:

1. Was the response of Usma Nuu Chah Nulth Community and Human Services to the child protection concerns associated with the family consistent with established standards?
2. Was the decision to facilitate the entering of the CFCSA s.8 Kith and Kin Agreement between and in the children's best interests?
3. Did Usma Nuu Chah Nulth Community and Human Services agency staff follow the July 2002 Draft 'Practice Guideline for Section 8 Agreements – Aboriginal Agencies'?
4. Was the information sharing process between the Ministry for Children and Family Development Vancouver Island region and the Usma Nuu Chah Nulth Community and Human Services agency with particular respect to the sharing of information regarding the family adequate to ensure the safety of the children in the Kith and Kin placement?

It is my understanding that Nicholas Simons will be in contact with you to discuss procedural and logistical issues associated with the review process within the next week. Should you have any questions or comments regarding this communication, please feel free to contact Tom Weber, Assistant Director-Case Review (250-334-1370) for further information.

Sincerely,



Jane Cowell,  
Director, *Child, Family and Community Service Act*

Pc: David Young, Assistant Deputy Minister, Child and Family Development Division  
Catherine Reznechenko, Deputy Director of Aboriginal Services  
Tom Weber, Assistant Director – Case Review, Vancouver Island Region

Ref: 117290

December 2, 2002

Charlotte Rampanen, Director  
Usma Nuu Chah Nulth Community and Human Services  
P.O. Box 1280  
Port Alberni, B.C. V9Y 7M2

Dear Charlotte Rampanen:

**Re: Director's Review -**

I am writing to clarify the Terms of Reference to be used in the above Director's Review that is being undertaken by Nicholas Simons.

My earlier correspondence to you on this matter indicated that the Terms of Reference for the review had been identified. However upon further discussion with the Vancouver Island region of the Ministry of Children and Family Development, several revisions were made to the Terms of Reference that better reflect the spirit of partnership within which this review is to be conducted. It is my belief that the revisions will not substantially impact the components of the review that pertain specifically to the practice of the Nuu Chah Nulth Community and Human Services staff.

The revised Terms of Reference for the Director's Review are:

1. Was the response of Usma Nuu Chah Nulth Community and Human Services to the child protection concerns associated with the family consistent with established standards?
2. Was the decision to facilitate the entering of the CFCSA s.8 Kith and Kin Agreement between and in the children's best interests?
3. Did Usma Nuu Chah Nulth Community and Human Services agency staff follow the July 2002 Draft 'Practice Guideline for Section 8 Agreements – Aboriginal Agencies'?

.../2

---

Ministry of  
Children and Family  
Development

Child and Family  
Development Division  
Assistant Deputy  
Minister's Office

Mailing Address:  
PO Box 9722, STN PROV  
GOVT  
Victoria, British Columbia  
V8W 9S2

Location Address:  
4th Floor  
765 Broughton Street  
Victoria, British Columbia  
V8W 1E4

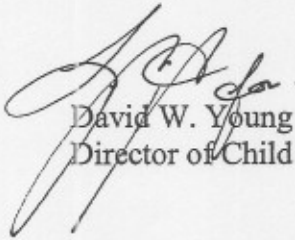
Telephone: 250 387-7060  
Facsimile: 250 356-0311

4. Was the information sharing process between the Ministry for Children and Family Development Vancouver Island region and the Usma Nuu Chah Nulth Community and Human Services agency with particular respect to the sharing of information regarding the family adequate to ensure the safety of the children in the Kith and Kin placement?

Although this revision to the Terms of Reference was not inclusive of representatives of the Nuu Chah Nulth Community and Human Services Agency, I do not feel that these revisions will substantially alter the process for the review, given that no direct information gathering has been undertaken by the reviewer to date and the review is still in the preliminary stages.

Should you have any questions or comments regarding this communication, please feel free to contact H. Monty Montgomery at (250) 356-5857 for further information.

Sincerely,



David W. Young  
Director of Child Protection Responsible for Aboriginal Agencies

pc: Jane Cowell, Interim CEO, Vancouver Island Region  
Catherine Reznechenko, Deputy Director of Aboriginal Services  
Nicholas Simons, Director, Sechelt Child & Family Services

**Recommendations**

- 1) Complex tri-partite financial and policy arrangements exist between the Federal, First Nations and Provincial governments that may lead to confusion over which level is legally and financially responsible for various practice decisions.
- 2) Before new child welfare legislation is enacted, new standards are implemented or new policies are approved, the Director must provide all social workers with its associated training, especially in cases where the new legislation is central to how children are protected, such as Sections 8, 9, 10 and 41.
- 3) Comprehensive funding to support new initiatives should be a consideration when enacting new legislation, new standards are implemented or when new policies are approved.
- 4) If child protection social workers are expected to conduct home studies of any kind –including Section 8 home studies, they should receive specific training in this area. Otherwise, all home studies should be undertaken by Resource social workers, accustomed and trained to conduct them.
- 5) Criminal investigations are secondary to child protection investigations, and as such all professionals and government agency representatives, including coroners and law enforcement officials must be reminded of their Section 14 obligations in order to prevent children from remaining in obviously dangerous situations.
- 6) When a child dies, and there is no immediate evidence available to confirm the cause of death, a team of pre-identified health and social service workers should be available to be consulted to determine the appropriate course of action (if any) to be taken with regard to any other child welfare concerns in the home. This team would be similar to that of the HARC (Health Assessment and Resources for Children) team, made up of a Paediatrician, two General Practitioners, a Psychologist, a Social Worker, a half-time Nurse and one Administrator position who respond in serious and complicated child protection matters.
- 7) Home study requirements for Section 8 Kith and Kin Agreements should have the same requirements as those contained “Restricted” family care homes studies.
- 8) Social workers should be given clear direction when entering into a Kith and Kin Agreement where a caregiver has a criminal record for an offence or offences that appear on a schedule of offences from the Criminal Records



# **confidential**

Review Act, cited as Appendix "A" of the Practice Guideline for Section 8 Agreements-Aboriginal Agencies. The list should also be expanded to include alcohol or drug-related offences, as well as all crimes of violence so that domestic violence is included. The second option is to eliminate the list entirely to allow social workers to use professional discretion and supervisory approval.

- 9) Social workers should request a medical examination as a matter of course on all children who have been the subject of child protection concerns are living in a home where domestic violence or persistent alcohol abuse is likely.
- 10) All child welfare agencies in British Columbia should be required to use an information-sharing computer database that interfaces with every other child welfare agency in the province. The SWS MIS system of file management and information sharing is one such database that should be ~~available to all agencies in the province prior to their achievement of~~ Level 15 (Protection) delegation. Because social workers' assessment tools are limited, knowledge of a family's previous history is essential for them to make informed decisions. The SWS MIS system lists any previous Ministry involvement with the child or family. Since all agencies go through a long and graduated process of achieving the highest level of delegation, the requirement that the information-sharing program be in existence prior to the Level 15 delegation would not create undue hardship on an agency.
- 11) When social workers register intakes on young people who are parents or who are about to be parents and who are living away from their legal guardians with little or no likelihood of repatriation, they should identify the young person as the "key player" on their own FS file even if they are living with family members or other de facto caregivers. This will lead to intakes on a mother being recorded in her own file rather than hidden in an old caregiver's file.
- 12) When opening or re-opening a file, social workers should take special care to identify the "key player", and that all other individuals are identified by their relationship to that "key player."
- 13) All intakes should become part of a Family Service (FS) file with a constant file number associated with it. This does not mean that FS files should remain open, but each time it is opened, the entire file should remain intact with all previous contacts recorded. This will ensure that all intakes are kept with the file to which they associated.
- 14) Non-delegated social workers or family care workers should be required to take social worker training (Level 15) if they are expected to carry out any delegated responsibilities.

# **confidential**

- 15) Family Support workers who are not employees of Agencies but who work in communities without full-time delegated workers should be required to undertake delegation training.
- 16) All files should be clearly marked as “protection” or “request for family support services”. While the response of the social worker may not be affected by this classification because of their knowledge of the case, when the file is transferred to either another social worker or another agency, proper classification is critically important.
- 17) Family Service (FS) files should be opened when the first intake is registered. They should not be used as a measure to reduce protection concerns, because in theory, every intake becomes a part of a FS file. The file should stay open if protection concerns are being addressed with specific involvement of the agency.
- 18) Social workers working in remote communities should be required to travel in pairs whenever carrying out delegated responsibilities. This additional travel costs and casework should be recognized in funding arrangements.
- 19) Family members should not register intakes on other Family Service files, whether they are “protection” calls or “requests for family support services”.
- 20) A clear communications protocol should be developed and implemented between delegated social workers and local police detachments.
- 21) PCC’s should be accessed only by delegated social workers and should not be considered clerical functions.

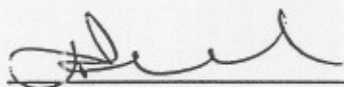
**III. RECOMMENDATIONS**

1. The Agency Executive Director to review with their staff the Aboriginal Operational and Practice Standards and Indicators related to investigation specifically Standards #4 -#20 of Level 15 delegation.
2. The Agency Executive Director and MCFD Manager to review their protocol to ensure that there are no barriers to good communication between the Ministry and Agency
3. The provincial Director to ensure that when new child welfare legislation is enacted, and before new standards are implemented or new policies are approved, all social workers are provided with its associated training, especially in cases where the new legislation is central to how children are protected, such as Sections 8, 9, 10 and 41.
4. The provincial Director MCFD, to review Kith and Kin guidelines to determine whether they were intended as discretionary guidelines or as a policy requirement. The revised November 2003, Kith and Kin guidelines should be forwarded to all Aboriginal Agencies.
5. The provincial Director MCFD, to review policy regarding out of care options to determine whether medical examination should be completed on all children living in out of care placements as a result of a child protection intervention.
6. The provincial Director MCFD to require that all child welfare agencies in British Columbia use an information-sharing computer database that interfaces with every other child welfare agency in the province. The SWS MIS system of file management and information sharing is one such database that should be available to all agencies in the province prior to their achievement of Level 15 (Protection) delegation. Because social worker's assessment tools are limited, knowledge of a family's previous history is essential for them to make informed decisions. The SWS MIS system lists any previous Ministry involvement with the child or family. Since all agencies go through a long and graduated process of achieving the highest level of delegation, the requirement that the information-sharing program be in existence prior to the Level 15 delegation would not create undue hardship on an Agency.
7. The provincial Director MCFD to should ensure that Ministry and Agency social workers are aware that intakes on young people who are parents or who are about to be parents and who are living away from their legal guardians with little or no likelihood of repatriation should be registered under the young person's name. They should identify the young person as the "key player" on their own Family Service file even if they are living with family members or other de facto caregivers.
8. The regional Director MCFD and Agency Director to ensure training is provided for Family Support workers regarding reporting responsibilities and working with delegated Aboriginal Agencies.
9. The provincial director MCFD to communicate with staff that all files are clearly marked as "protection" or "request for family support services". While the response of the social

worker may not be affected by this classification because of their knowledge of the case, when the file is transferred to either another social worker or another agency, proper classification is critically important.

10. The agency director to ensure that social workers do not register intakes related to their family members on Family Service files, whether they are "protection" calls or "requests for family support services".
  11. The Agency director to ensure a clear communications protocol be developed and implemented between delegated social workers and local police detachments.
  12. The provincial director MCFD to communicate with delegated agencies and Ministry staff that Prior Contact Checks must be reviewed by a delegated social worker before being forwarded to another Agency.
- 

This Director's Review signed off by:



Jeremy Berland

Director

*Child Family and Community Service Act*

Date: May 11, 2005