



PROTOCOL CONCERNING THE DELIVERY OF CHILD AND FAMILY SERVICES

Between

The First Nations of

The Chippewa First Nations of Beausoleil & Georgina Island, & Rama
The Mississauga First Nations of Alderville, Scugog Island, & Hiawatha,
The Pottawatomi First Nation of Moose Deer Point, &
The Wahta Mohawks

AND

The Children's Aid Societies of

The Kawartha Haliburton, Highland Shores, York Region, Durham,
& Simcoe Muskoka Family Connexions

AND

Dnaagdawenmag Binnoojiiyag Child & Family Services

2018

PROTOCOL CONCERNING THE DELIVERY OF CHILD, YOUTH AND FAMILY SERVICES

BETWEEN:

The Chippewa First Nations of Beausoleil, Georgina Island, &
Rama
The Mississauga First Nations of Alderville, Scugog Island &
Hiawatha,
The Pottawatomi First Nation of Moose Deer Point, and
The Wahta Mohawks

(Hereinafter referred to as the
“First Nation” and/or “First Nations”);

AND:

Kawartha Haliburton Children's Aid Society,
Simcoe Muskoka Family Connexions, Highland
Shores Children's Aid, York Region Children's Aid
Society, & Durham Children's Aid Society
as represented by each respective Executive Director
(Hereinafter referred to as the
“Society” or “Societies”);

AND:

Dnaagdawenmag Binnoojiiyag Child & Family
Services as represented by the Executive Director
(Hereinafter referred to as
“Dnaagdawenmag Binnoojiiyag”).

WHEREAS the parties acknowledge and respect the protection, best interests, and well-being of children and youth is the paramount purpose in developing and implementing this protocol;

AND WHEREAS the parties acknowledge children and youths' services should be provided in a manner which:

- i. respects a child/youths' need for continuity of care and for stable relationships within a family and cultural environment,
- ii. considers physical, cultural, emotional, spiritual, mental, and developmental needs and differences among children and youth,
- iii. provides early assessment, planning, and decision-making to achieve permanent plans for children and youth in accordance with their best interests, and
- iv. includes the participation of a child/youth, his or her parents, relatives, the members of the child/youths' extended family, and community, wherever appropriate;

AND WHEREAS there is a unique constitutional relationship between Indigenous people and the Canadian state, a relationship which does not exist between other Canadians and the state;

AND WHEREAS the parties to this agreement acknowledge the legacy of colonization, particularly of residential schools and the Sixties Scoop; both have had, and continue to have, a devastating effect on First Nations children, youth, families, and communities, particularly with respect to their family structures, parenting, identities, and well-being;

AND WHEREAS the parties to this Protocol, so far as able, wish to honour and answer the Calls to Action by the Truth & Reconciliation Commission in their June 2, 2015 report with regard to child and youth welfare and protection;

AND WHEREAS all parties support Dnaagdawenmag Binnoojiiyag in achieving designation and acknowledge the terms of this agreement will remain in force, subject to scheduled review until such time as Dnaagdawenmag Binnoojiiyag reaches designation;

AND WHEREAS the Child, Youth, and Family Services Act (CYFSA) requires the delivery of child, youth, and family services explicitly recognizing the unique cultures and traditions of First Nations and the right of First Nations to deliver their own services wherever possible;

AND WHEREAS the parties acknowledge the best interest definition in the CYFSA, they also acknowledge and agree for First Nations children and youth there are other important relevant factors as identified in this protocol;

AND WHEREAS under agreement with the Ontario Ministry of Children, Community and Social Service (MCCSS), the First Nations have established a capacity to provide both community-oriented and case-specific child & family support services on a voluntary basis—one major objective of which is to minimize the necessity of involuntary interventions with families experiencing problems;

AND WHEREAS it is acknowledged by the First Nations, the Societies continue to have responsibility, under the CYFSA, for situations in which children or youth of the communities may need protection;

AND WHEREAS the Societies acknowledge the First Nations have responsibility for prevention services and community support, and for the protection of children and youth in partnership with the Societies, and the First Nation Band Representatives have the responsibility and obligation to be a party to the proceedings (according to the CYFSA);

AND WHEREAS this document is forged from distinct groups with differing worldviews and approaches developing a protocol which both respects these different entities and allows each to operate in unison to provide child, youth, and welfare services;

AND WHEREAS the Societies approach the protocol from the mandate of the CYFSA, which gives them the overall responsibility for child and youth protection, and the First Nations approach the protocol from the mandate of their Chiefs and Councils who give them responsibility to preserve and protect the culture and well-being of First Nation children and youth;

AND WHEREAS the intent of all parties is to apply the protocol in a wholistic and respectful manner to cooperatively provide services to our children, youth, families, and communities; and

AND WHEREAS the parties acknowledge and agree respectful relationships are foundational to the First Nation worldview and are particularly important to fulfilling responsibilities related to caring for our children, youth, and families.

NOW THEREFORE THE FIRST NATIONS AND THE SOCIETIES AGREE AS FOLLOWS:

(A) Definitions

Throughout this protocol, the words beginning with lower case letters denote a broad meaning; whereas, words or phrases beginning with uppercase letters have the specific meaning as defined in the Child Youth and Family Services Act *[hereinafter referred to as the CYFSA]*.

1. **First Nation:** means a band as defined in the Indian Act Section 2(1)¹, for the purpose of this protocol First Nation means the eight First Nation signatories. First Nation may also be referred to as: band, reserve, community, and territory.
2. **Band Representative:** means a First Nation Representative with the purpose of representing their own band's interest in child/youth welfare court proceedings.
3. **Best Interest:** important relevant factors in determining best interest;
 - (a) the need to protect the Child/Youth from harm;
 - (b) the capacity of the Child/Youth's Parent/Guardian to protect the Child/Youth from harm;
 - (c) the Child/Youth's physical, emotional, intellectual, spiritual, developmental, and educational needs and the appropriate care or treatment to meet those needs;
 - (d) the capacity of the Child/Youth's Parent/Guardian, or of any other person, to provide for the Child/Youth's needs;
 - (e) the Child/Youth's cultural, linguistic, spiritual, or religious upbringing and ties;
 - (f) the nature of the Child/Youth's relationship with the Child/Youth's Parent/Guardian, siblings, other relatives, and with any other people who are significant in the Child/Youth's life;
 - (g) the attitude to the Child/Youth, and to parental responsibility, demonstrated by the Child/Youth's Parent/Guardian;
 - (h) the risk the Child/Youth may suffer harm through being removed from, kept away from, returned to, or allowed to remain in, the care of a Parent/Guardian;
 - (i) the merits of any proposed plan of care for the Child/Youth;
 - (j) the effects on the Child/Youth of a delay in deciding;
 - (k) the capacity and willingness of the Child/Youth's Parent/Guardian or other family members to care for the Child/Youth;
 - (l) any wishes or views expressed by the Child/Youth, having regard to the Child/Youth's age and level of understanding in determining the weight to be given to those wishes or views;
 - (m) the importance of continuity and stability in the Child/Youth's living arrangements and the likely effect on the Child/Youth of disruption of those living arrangements, including separation from:
 - the Child/Youth's Parent/Guardian;

- a sibling or other relative of the Child/Youth;
 - a care-giver or any other person (including a Child/Youth) with whom the Child/Youth is, or has recently been, living; or,
 - any other person who is significant in the Child/Youth's life;
- (n) the need for the Child/Youth to maintain contact with the Child/Youth's Parent/Guardian, siblings, other relatives, and with any other people who are significant in the Child/Youth's life;
- (o) the Child/Youth's age, maturity, gender, sexual orientation, background, and language;
- (p) the Child/Youth's cultural, ethnic, or religious identity, including any need to maintain a connection with the lifestyle, culture, and traditions.
4. **Case Management:** means the component of service delivery consisting of First Nation notification, information gathering, needs assessment, service/treatment planning and contracting, referral, monitoring, review, and evaluation of outcomes.
 5. **Chief:** means the Chief of a First Nation or Band selected in accordance with the Indian Act.
 6. **Child/Youth:** First Nations recognize any person under the age of 19 years as a Child or Youth; whereas, a Child/Youth under the CYFSA means a person under the age of 18 as defined by the CYFSA unless subject to an order. For the purpose of this protocol, CYFSA standards will apply.
 7. **Child's or Youth's Community:** is a community with ethnic, cultural, or spiritual ties in common with the child, youth, a parent, sibling, or relative of the child/youth who has a beneficial and meaningful relationship with the child, youth, parent, sibling, or relative of the child or youth.
 8. **Children's Aid Society Workers:** any workers employed directly or contracted by a Children's Aid Society.
 9. **Conflict of Interest:** when there is a situation with a potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest, professional interest, or public interest.
 10. **Customary Care:** means a voluntary out-of-home care arrangement accepted by the child/youth's current caregiver(s), the child/youth if aged twelve years and older, the customary care providers, the Band, and the Society; it is declared to be a Customary Care arrangement either traditional or formal by the First Nation according to the custom of the child/youth's First Nation.

Traditional Customary Care: is the traditional practice which has always existed among the First Nations. This informal practice is alive, whereby communities care for and protect the children and youth without the intervention of child/youth welfare authorities.

Formal Customary Care: is an out of-home-care arrangement voluntarily entered by the society, the current caregivers, the child/youth if twelve or older, the alternate caregivers, and the First Nation.

Customary Care Agreement: is a written agreement between the Society, the parent(s), the customary care provider, and the First Nation as described above. Please see Appendix C for an example.

11. **Dispute Resolution Committee:** consisting of all Chiefs and/or designates and all Executive Directors and/or designates who will seek to resolve differences not settled by the Protocol Standing Committee.
12. **Extended Family:** are persons to whom a child/youth is related to by blood, through a spousal relationship, through adoption (customary or legal), and includes any member of the child/youth's family, clan, band, community, or Nation.
13. **First Nation Designated Person (FNDP):** FNDP is the person designated by the First Nation to provide, supervise, and manage the delivery of child, youth, and family services for the First Nation community. This person may or may not be the band representative and may or may not be known by another title such as but not limited to Prevention Worker or Child & Youth Worker. Please see Appendix A for FNDP's of each First Nation.
14. **Indian:** means a person who is registered or entitled to be registered as an Indian pursuant to the Indian Act.
15. **Mandate:** the mandate of the CASS' is defined by the CYFSA Regulations, Ministry Standards and Directives. The mandate of the First Nation, Child, Youth, and Family Service Program is self-defined by each First Nation according to the customs, traditions, and culture of their people.
16. **Members:** means any status or non-status member of the First Nation, as defined by the First Nation whether residing on/off First Nation territories.
17. **Parent/guardian:** means a parent or guardian as defined in the CYFSA and may also include a member of the child/youth's extended family, or an approved member of the child/youth's First Nation or another approved Indian or Native family as determined by the First Nation.
18. **Place of Safety:** means a foster home, a hospital, or a person's home which satisfies the requirements of the CYFSA, or a place or one of a class of places designated as a place of safety by a Director or local director.
19. **Plans of Service or Care:** means the plans outlining service and expectations of the individuals involved to meet the needs of the child or youth developed by the Society together with the child/youth, the family, the FNDP, the Band

Representative, and other collaterals as may be required.

20. **Protocol Standing Committee**: The Protocol Standing Committee (PSC) is comprised of three representatives of the First Nations and three representatives of the CASs' as appointed by the respective parties.
21. **Sixties Scoop**: A period of time, beginning in the 1960s when child/youth welfare authorities removed large numbers of First Nations children/youth from their families and communities and placed them primarily with non-Indigenous homes to the detriment of the children, youth, families, and communities.
22. **Subsidy for Customary Care**: means a subsidy granted by a society or agency to a person caring for a child/youth where a First Nation declares a member child or youth is being cared for under a formal Customary Care Agreement.

DRAFT

(B) Responsibilities:

This protocol applies whenever any of the CASs is involved with any of the members of the eight (8) First Nation signatories, regardless of whether the First Nation is in the jurisdiction of the involved CAS.

The following division of responsibility for those child, youth, and family services permitted and/or required under law is in effect:

1. The Societies will respect the First Nations' right to initial notification and ongoing case specific consultation under the CYFSA by ensuring the First Nation Designated Person, hereinafter referred to as FNDP, is informed at first involvement with a child, youth, and/or family and is kept fully informed throughout the course of involvement and is engaged in ongoing case planning.
2. The Societies continue to hold responsibility for any mandatory interventions required under the CYFSA.
3. When needed, the societies hold responsibility to designate an alternative care provider as a place of safety. The Society can contract the First Nation, or Dnaagdawenmag Binnoojiiyag to complete Place of Safety and/or assessments for potential alternative care homes for community members as per Ministry/Society guidelines, provided the First Nation is qualified to do so. It is understood the Society is still the designated agency to approve such homes and therefore are responsible for the said alternative care home placement.
4. The Societies and First Nations will ensure all relevant staff members are trained in the use of the protocol, in accordance with the Training Plan established by the Protocol Standing Committee.

(C) *Principles of the Relationship:*

The parties to this agreement will work cooperatively in those cases on and off reserve requiring mandatory intervention. The process of cooperative involvement will be based on the following principles, of which the first is the paramount principle and of utmost importance:

1. **All parties will promote the best interests, protection and well-being of children and youth.**
2. In the delivery of services to any child, youth, or family, all parties will direct their minds to the collective and individual impact of colonization and discrimination, including but not limited to, residential schools and the Sixties Scoop, with a view to identifying:
 - 2.1. The history and consequences of these practices and policies on the child's family, and community, and therefore the child;
 - 2.2. Appropriate measures to mitigate the harms caused by these practices and policies; and
 - 2.3. Any measures necessary and effective in assisting the child or youth, and the child/youth's family and community, in healing from the harms experienced as a result of these practices and policies.
3. All parties will premise their involvement with families and individuals on the goal of maintaining family autonomy and integrity especially through a focus on "admission prevention". A respectful and impartial approach will be taken in providing services to children, youth, and families.
4. The FNDP, and the First Nation will respect the mandatory service obligations placed upon the Societies by the CYFSA.
5. Wherever possible, considering the best interests of the child/youth, the least disruptive course of action will be taken in order to maximize the possibility of providing service on a voluntary basis, the maintenance of the family unit, and the re-integration of families when separation is required.
6. The Societies will respect the mandate issued by the First Nations to their FNDP to deal with child and/or youth and related problems in the community through the delivery of culturally appropriate, community-oriented, and case-specific services on a strictly voluntary basis.
7. Anyone in a position to affect the outcome of a child or youth protection concern should disclose any and all potential or perceived conflicts of interest relevant to the concern.
8. When the Society decides to initiate court proceedings, the Society will immediately inform, by telephone, the FNDP of the decision. Notification by telephone will be done prior to completion of written documentation and the formal service of documents that is required by the CYFSA. Leaving a

voicemail, sending an e-mail, or other unconfirmed communication does not constitute formal service or notification.

9. A consensual decision-making process will be used wherever possible, and every effort will be made to achieve agreement respecting appropriate action between the workers of the respective parties, the family, and children/youth involved in each case.
10. The parties will maintain case files and will share information in cases of joint involvement, subject to applicable rules/policies of confidentiality and privacy legislation, but in recognition of the fact staff in both instances are operating with reference to the same legislation and regulations and are subject to an oath of confidentiality.
11. The First Nations and the Societies will mutually extend invitations to participate in training opportunities offered by the respective parties.

(D) *Joint Participation in Respect to the Society's Mandatory Responsibilities:*

It is agreed the parties will cooperate in situations requiring voluntary, non-voluntary, and mandatory intervention by the Society as described below:

Confirming First Nation Ancestry

1. The Societies are responsible at the initial point of contact and in an ongoing manner for confirming whether the child or youth is of First Nation ancestry, an Indian, and/or status member of one of the eight First Nation signatories of this protocol.

Other terms a person may use to identify themselves as First Nation Ancestry include but are not limited to the following:

- Indigenous,
- Algonquin,
- Anishinaabe,
- Chippewa,
- Indigenous,
- Iroquois,
- Metis,
- Mississauga,
- Mohawk,
- Native,
- Ojibway,
- Pottawatomi,
- Etc.

The Society will confirm if a child/youth is of First Nation ancestry, an Indian, and/or status member of the First Nations by using the following methods in consultation with the FNDP and/or Designated Authority of the First Nation, as well ensuring the file history has been thoroughly reviewed:

- i. asking the parent;
- ii. asking the child/youth;
- iii. asking someone who knows the child/youth;
- iv. asking the Native Child Welfare Prevention/Protection Worker
- v. asking their respective (relevant) First Nation membership clerk;
- vi. with consent, consulting with an Indigenous agency or off-reserve First Nation, Inuit, or Metis organization which may have knowledge of the child/youth;
- vii. keeping in mind the parent, child, or youth might not necessarily know (or self-identify) if the child/youth is Indigenous, in cases where there are legal proceedings and if there is any question whether a child/youth is Indigenous or Indian, the Society will contact Indian and Northern Affairs Canada's Ontario Regional Office at 416-973-6234, or by fax at 416-954-6329 (note that the child/youth's, parents', and grandparents' names must be disclosed to this department in order to determine status and eligibility).

Notification & Consultation in Non-Emergency Situations

Child, Youth, & Family Services Act:

Consultation with Bands and Native communities

213. A society or agency providing services or exercising powers under this Act with respect to Indian or Native children and youth shall regularly consult with their Bands or Native communities about the provision of the services or the exercise of the powers and about matters affecting the children and youth, including:

- (a) the apprehension of children/youth and the placement of children/youth in residential care;
- (b) the placement of homemakers and the provision of other family support services;
- (c) the preparation of plans for the care of children and/or youth;
- (d) status reviews under Part III (Child/Youth Protection);
- (e) temporary care and special needs agreements under Part II (Voluntary Access to Services);
- (f) adoption placements;
- (g) the establishment of emergency houses; and
- (h) any other prescribed matter. R.S.O. 1990, c. C.11, s. 213.

Consultation in specified cases

213.1 A society or agency proposing to provide a prescribed service to a child or youth who is an Indian or Native person or to exercise a prescribed power under this Act in relation to such a child or youth shall consult with a representative chosen by the child/youth's Band or Native community in accordance with the regulations. 2006, c. 5, s. 43.

1. Notification

For the purpose of the protocol, when a Society receives a call concerning a First Nation member on or off reserve notification means:

- contacting the FNDP through telephone; see Appendix A.
- leaving a voicemail, sending an email or other unconfirmed communication does not constitute formal service or notification;
- CAS will email the vetted/redacted intake/referral form if requested;
- A Community Link Service can be provided to families where a Society has determined the information received does not warrant a child or youth protection investigation but community resources may be of some
 - assistance. Through contact with the family, usually by telephone, and in cases deemed applicable, the Society will provide information regarding services/resources available from the First Nation or other community resources. With parental consent, the

Society will contact the FNDP to further link the family to supportive services; and

- Notwithstanding the above obligations the safety of the child and/or youth is of paramount importance.

2. Consultation

For the purpose of the protocol, consultation means engaging in a collaborative conversation between the CAS and the First Nation where the opinions and information are exchanged and a plan for dealing with the situation is developed. Please see section 7 for the requirements of on-going collaboration.

- 2 (i) When allegations are received by a Society concerning the protection of a First Nation member on or off the First Nation, the Societies will notify and consult with the FNDP as to the required and appropriate response prior to taking any action, investigative or otherwise.

Notification & Consultation in Emergency Situations

- 2 (ii) In an emergency situation requiring immediate action, the above “Notification” and “Consultation” meanings apply. The society will make every effort to speak with the FNDP as per the First Nation Contact lists located at Appendix A. If an out-of-home placement is immediately required, and the worker has been unable to contact an FNDP from the list, please see section 6, Protection Applications/Apprehensions.

3. Accompaniment

Prior to a Society taking any action constituting contact with a First Nation member, investigative or otherwise, on or off reserve, the FNDP will determine whether they will accompany the Society worker, except in emergency situations where circumstances prohibit. Society contact with others (e.g. Doctor, daycare provider, teacher) is subject to the requirements of the ongoing collaboration section as per section 7.

The family will be fully informed by the FNDP of their role as the FNDP and the benefits of having the FNDP accompany the CAS.

If the family refuses the accompaniment of the FNDP with the CAS worker, their decision will be respected; however, a refusal of accompaniment does not remove or effect the FNDP’s involvement in the file as per the other sections of this Protocol.

4. Entering First Nation Territories

Prior to entering the First Nation territory, unless agreed otherwise, the Society worker will, in every instance inform the FNDP they are visiting.

The First Nation will be notified even if the case involves a child, youth, and/or family who is a non-member living on the territory. The Society worker will confirm with the FNDP whether the location is on First Nation territory if it is unclear.

5. Alternative Dispute Resolution

Where the family, Society, and/or court in consultation with the FNDP has decided an Alternative Dispute Resolution (ADR) may assist in resolving an issue related to a child/youth or a plan for the child/youth's care, the Society, with the agreement of the family, will use an ADR Process. Where there is agreement by the family, the Society, and the First Nation, use of culturally based ADR processes will be encouraged.

Alternative Dispute Resolution will be considered for every open CAS file concerning any members of the eight First Nations, on or off reserve. An Indigenous approach facilitated by the FNDP or any other staff person, elder, or recognized Indigenous person (by the First Nation) within or outside of the respective First Nation community will be considered first. Other forms of Alternative Dispute Resolution such as Family Group Decision Making, Child and Youth Protection, and Mediation will also be considered, explained, and offered to the families. The family, CAS, the FNDP, or other First Nation staff person can request an ADR.

6. Protection Applications/Apprehensions

When all efforts to provide service on a voluntary/supportive basis by the First Nation and/or Society have proven to be unsuccessful and where a child or youth requires out-of-home placement, or a protection application is initiated, the Society will consult with the FNDP. If removal from the home is being actively considered, further consultation is required with the FNDP and every effort will be made to place the child or youth within the community as per the CYFSA. If an in-care placement is necessary, the CAS in collaboration with the First Nation, will make best efforts to ensure the placement has an acceptable level of cultural competency. If the only available option is an in-care placement and it does not meet this requirement, the CAS and First Nation will take measures to mitigate the deficiency.

7. Ongoing Collaboration

In all cases where there is a Society intervention with a child or youth, the FNDP and the Society will collaborate on each and every aspect of the intervention, from commencement to conclusion:

- i. Through case conferencing and on-going communication, the Society and the FNDP will collaborate in the development of all amendments to the initial plan and the preparation of any plans of care or service plans. Through such collaboration, plans developed will recognize the

importance of the child/youth's culture and to preserve the child/youth's heritage, traditions, cultural identity, and connection to the First Nation community.

- ii. The Society will ensure the FNDP will be kept fully informed as to the Society's actions and progress in working with the family involving any protection issues. Similarly, the FNDP, if involved in providing service will ensure the Society will be kept fully informed as to his/her actions and progress.
- iii. In cases where the child is not in the home, the First Nation and the Society will collaborate in supporting the family in working towards the return of the child or youth to their family where possible at the earliest possible date.

8. **Adoption**

- i. Where a child and/or youth is or is being made an Extended Society Care, after exhausting all other options, the First Nation and the Society will jointly consider:
 - ☐ an adoption placement;
 - ☐ a proposed custody arrangement; or
 - ☐ a plan for customary care submitted by the child/youth's First Nation.
- ii. After the Society provides notice as per section the CYFSA, culturally appropriate community placements as determined by the relevant First Nations will be considered in priority over all other placements.

If the First Nation is unable to offer an adoptive placement, the FNDP will be invited to participate in the adoption selection process. It is agreed no unnecessary delays will impede the adoption process.

- iii. Where a Society subsequently refuses to accept an application to adopt or removes a child/youth from an adoption placement, the Society will give 10 days' notice, in writing, to the adoptive applicant, the FNDP, and/or Designated Authority of the child/youth's First Nation of its decision. The Society will consult with the First Nation/FNDP on planning for the care of the child or youth. While both the First Nation and the adoptive applicant will receive written notice, only the adoptive applicant can request a Child and Family Services Review Board (CFSRB) hearing as per the CYFSA. It is the responsibility of the Society to inform the applicant of their right to request a CFSRB hearing and to provide the applicant a copy of the CFSRB pamphlet along with a copy of the Refusal of Adoption, Child Family Services Review Board Application. If the complaint is deemed eligible, the First Nation will receive notice of the hearing from the CFSRB and can participate.

(E) Traditional Customary Care

Customary Care is the traditional practice which has always existed among the First Nations. This informal practice is alive, whereby, communities care for and protect the children and youth without the intervention of child/youth welfare authorities.

1. Where the CAS is involved with a family, Traditional Customary Care may be utilized for alternative care, provided there is support from the biological family, caregivers, and the First Nation. The Society, with support of the caregivers and the First Nation, will assess the suitability of the arrangement. In consultation with the biological family, caregivers, and the First Nation, the Society will determine the need for ongoing CAS involvement with the family.
2. If the child or youth is in the Society's care, Traditional Customary Care can be utilized for alternative care. However, the caregivers must be designated as a Place of Safety prior to placement. If there is a court order placing the child/youth in Society care, the Society will apply to the court expeditiously to have the status of the child/youth changed. In consultation with the biological family, caregivers, and the First Nation, the Society will determine the need for ongoing CAS involvement with the family.

(F) Formal Customary Care Agreement

1. In the course of voluntary and/or mandatory service efforts by the First Nations and the Societies, situations may arise in which an out-of-home care arrangement may be necessary for a period of time. Where alternative care is deemed appropriate and/or necessary by the Society, the First Nation may recommend a Customary Care arrangement to the Society with parental support. Where both parents' consent is not attainable, a formal customary care agreement should still be considered on a case-by-case basis.

If the First Nation decides to propose a Customary Care arrangement, they will present it to the Society followed by a First Nation declaration, see Appendix D for an example.

Where the Society is presented with a Customary Care home arrangement by the First Nation the Society will:

- i Carry out an assessment of the presented customary care arrangement in accordance with the CYFSA standards for Place of Safety and/or Foster Care Regulations.
- ii If the Customary Care arrangement does not meet the requirements, the Society will inform the First Nation the agreement is unacceptable with reasons for the decision. The Society will consult with the First Nation worker as to the modification(s)

- necessary to make the arrangement acceptable.
- iii Negotiate a subsidy agreement with the approved care provider(s), which references the signed Customary Care Agreement using Foster Care rates as a guide.
2. Once the arrangement has been agreed to by all parties, this will become the Customary Care Agreement to be signed, at a minimum, by the parents, caregivers, the child/youth if twelve years of age or older, and the Society. A copy of the First Nation Declaration will form part of this Agreement. See Appendix D for an example.
 3. Before exploring any potential changes to the agreement full consultation must take place with the First Nation and all parties to the agreement.
 4. Where there is an agreement about a child or youth who is a Society Ward or whose legal status is Temporary Care and Custody (TCC), the Society will apply to the courts expeditiously to have the status of the child/youth changed. Where the child/youth is in care by way of Temporary Care Agreement (TCA), the Society will provide notice of termination and terminate the TCA with the parties expeditiously.
 5. A First Nation can present a Customary Care arrangement even after an order of Extended Society Care. Should a Customary Care arrangement be presented and approved, the Society will apply to the courts to have the status of the child/youth expeditiously changed.
 6. Both parties agree:
 - a) Children's Aid Societies hold the legal and financial responsibility and liability for their approved Formal Customary Care homes and adoptions.
 - b) The Society can contract the First Nation, or Dnaagdawenmag Binnoojiiyag to complete Place of Safety and/or assessments for potential alternative care homes for community members as per Ministry/Society guidelines provided the First Nation, or Dnaagdawenmag Binnoojiiyag is qualified to do so. It is understood the Society is still the designated agency to approve such homes and therefore are responsible for the said alternative care home placement.

(G) Protocol Standing Committee (PSC)

The Protocol Standing Committee is comprised of three representatives of the First Nations and three representatives of the CASs as appointed by the respective parties. These representatives will be appointed by the parties at the Annual Leadership Meeting. Co-chairpersons, one First Nation Representative and one CAS representative, of the PSC will be chosen by the appointed representatives as per the terms of reference to be developed

by the PSC.

The Protocol Standing Committee will undertake the following:

- i. Develop the terms of reference and parameters for evaluating the operation of this protocol;
- ii. Review issues referred for dispute resolution as per section I.
- iii. Assist parties with developing Addendums to this protocol to address any First Nations/Society specific circumstances.
- iv. The Standing Committee will establish the goals and outcomes of a training plan, including cultural sensitivity in consultation with all parties and assist with delivery as requested.
- v. The Protocol Standing Committee will meet on a semi-annual basis to review the Protocol to reflect current legislation and other relevant changes. The Standing Committee will meet on an adhoc basis to address any Protocol issues or concerns. The Protocol may be amended and extended at any time by mutual consent of the parties.
- vi. The Protocol Standing Committee will assist with drafting and/or reviewing provisions for the consideration of the parties with regard to the increased involvement of Dnaagdawenmag Binnoojiiyag as they progress towards designation.
- vii. Will receive reports from the Dnaagdawenmag Binnoojiiyag Regional Committee regarding protocol issues.

(H) Term of the Protocol

All parties recognize this term of the Protocol is a transition period between the signing/renewal of this protocol and Designation of Dnaagdawenmag Binnoojiiyag.

(I) Resolving Differences Regarding Case Management Decisions

Differences between a Society and a FNDP regarding case management decisions which, despite best efforts, are unresolved at the FNDP/CAS worker level shall be resolved by involving persons of increasing authority within the respective First Nation and Society up to and including the Chief and Executive Director.

(J) Resolving Differences Regarding this Protocol Between the Societies and the First Nations

Despite best efforts, the parties recognize situations or issues may arise not anticipated by this protocol and/or where the protocol is not followed. The parties agree their designates will attempt to quickly resolve the issue within a reasonable timeframe.

Subject to the Societies' mandatory obligations under the CYFSA, disputes respecting the interpretation of terms of this Protocol shall be resolved in

the following manner:

1. The dispute will be submitted to the Protocol Standing Committee for resolution. See Appendix B for procedures.
2. A dispute not resolved at the Protocol Standing Committee will be deferred to a Dispute Resolution Committee consisting of all Chiefs and/or delegates and all Executive Directors and/or designates within 30 days of the Protocol Standing Committee's decision. The decision of the Dispute Resolution Committee shall determine the matter and such decision shall be final. See Appendix B for procedures.

DRAFT

Endnotes

Endnote 1:

First Nation

2. (1) In this Act, "band" has the same meaning as in the Indian Act

Endnote 2: Parent/guardian:

2. (1) In this Part,
"child" means a person younger than 18;

74. (1) In this Part,
"child protection worker" means a Director, a local director, or a person who meets the prescribed requirements and who is authorized by a Director or local director for the purposes of section 81 (commencing child protection proceedings) and for other prescribed purposes;

74. (1) In this Part,
"parent", when used in reference to a child, means each of the following persons, but does not include a foster parent:

1. A parent of the child under section 6, 8, 9, 10, 11 or 13 of the *Children's Law Reform Act*.
2. In the case of a child conceived through sexual intercourse, an individual described in one of paragraphs 1 to 5 of subsection 7 (2) of the *Children's Law Reform Act*, unless it is proved on a balance of probabilities that the sperm used to conceive the child did not come from the individual.
3. An individual who has been found or recognized by a court of competent jurisdiction outside Ontario to be a parent of the child.
4. In the case of an adopted child, a parent of the child as provided for under section 217 or 218.
5. An individual who has lawful custody of the child.
6. An individual who, during the 12 months before intervention under this Part, has demonstrated a settled intention to treat the child as a child of the individual's family, or has acknowledged parentage of the child and provided for the child's support.
7. An individual who, under a written agreement or a court order, is required to provide for the child, has custody of the child or has a right of access to the child.
8. An individual who acknowledged parentage of the child by filing a statutory declaration under section 12 of the *Children's Law Reform Act* as it read before the day subsection 1 (1) of the *All Families Are Equal Act (Parentage and Related Registrations Statute Law*

Amendment), 2016 came into force;

Endnote 3: Place of Safety:

74. (4) In this Part

For the purposes of the definition of “place of safety” in subsection (1), a person’s home is a place of safety for a child if,

(a) the person is a relative of the child or a member of the child’s extended family or community; and

(b) a society or, in the case of a First Nations, Inuk or Metis child, a society or a child and family services authority, has assessed the person’s home in accordance with the prescribed procedures and is satisfied that the person is willing and able to provide a safe home environment for the child.

74. (1) In this Part,

“place of safety” means a foster home, a hospital, a person’s home that satisfies the requirements of subsection (4) or a place or one of a class of places designated as a place of safety by a Director or local director under section 39, but does not include a place of temporary detention, or open custody or of secure custody.

37. (5) (a)(b)

(5) For the purposes of the definition of “place of safety” in subsection (1), a person’s home is a place of safety for a child/youth if,

(a) the person is a relative of the child/youth, a member of the child’s or youth’s extended family, or community; and

(b) a Society or, in the case of a child/youth who is an Indian or Native person, an Indian or Native child, youth, and family service authority designated under Section 211 of Part X has conducted an assessment of the person’s home in accordance with the prescribed procedures and is satisfied the person is willing and able to provide a safe home environment for the child/youth. 2006, c. 5, s. 6 (4).

Endnote 4: Designation of places of safety

39. For the purposes of Part V (Child Protection), a local director may designate a place as a place of safety and may designate a class of places as places of safety.

Endnote 5: Consultation in specified cases

73. A society, person, or entity that proposes to provide a prescribed service to a First Nations, Inuk, or Metis child or young person, or to exercise a prescribed power under this Act in relation to such a

child or young person, shall consult with a representative chosen by each of the child's or young person's bands and First Nations, Inuit, or Metis communities in accordance with the regulations.

Endnote 6: First Nation, Inuk, or Metis child

186 (1) If a society begins planning for the adoption of a First Nations, Inuk, or Metis child, the society will give written notice of its intention to a representative chosen by each of the child's bands or First Nations, Inuit, or Metis communities.

Endnote 7: Decision of society or licensee

192. (1) This section applies if,
(a) a society decides to refuse an application to adopt a particular child made by a foster parent or other person; or
(b) a society or licensee decides to remove a child who has been placed with a person for adoption.

APPENDIX A

Alderville First Nation

Joint Participation in Respect to the Societies' Mandatory Responsibilities:

Page 10 - Notification

For the purpose of the Protocol, when a Society receives a call concerning a First Nation member on or off reserve, notification means:

1. contacting the FNDP through telephone.
2. leaving a voicemail, sending an email or other unconfirmed communication does not constitute notification.
3. CAS will email the vetted/redacted intake/referral form if requested.

Order of Contact	Name	Position	Phone & Fax Number(s)	Email address
1	Lynn Eves	Childcare & Prevention Worker	P - 905-352-2140 ext 208 F - 905-352-3824	leves@alderville.ca
2	Malcolm Ponnayan	Manager of Health & Social	P - 905-352-2035 F – 905-352-3824	mponnayan@alderville.ca
3	James Marsden	Chief	P – 905-352-3000 F – 905-352-3242	jbmarsden@alderville.ca

Additional Important Information:

Please note HSCAS also has a Protocol with Anishnaabe Kwewag Gamig Inc. Regional Women's Shelter, which is located in Alderville First Nation.

Notwithstanding the list above, the Chief of a First Nation may verbally appoint any person of their choosing as the FNDP at any time.

APPENDIX A

Beausoleil First Nation

Joint Participation in Respect to the Societies' Mandatory Responsibilities: Page 10 – Notification

For the purpose of the protocol, when a Society receives a call concerning a First Nation member on or off reserve, notification means:

1. Contacting the FNDP through telephone.
2. Leaving a voicemail, sending an email, or other unconfirmed communication does not constitute notification.
3. CAS will email the vetted/redacted intake/referral form if requested.

Order of Contact	Name	Position	Phone & Fax Number(s)	Email Address
1	Alisha Cass	Child and Family Services	705-247-2175	acass@chimnissing.ca
2	Trevor Reid	Director Health Centre/A.H.D.	705-247-2203	healthdirector@chimnissing.ca
3	PJ Sandy	Director Social Services/O.W.	705-247-1180 705-247-1177	pjsandy@chimnissing.ca
4	Guy Monague	Chief Beausoleil First Nation	705-247-2051 705-529-4847	
5	Sergeant Warren John	Anishinabek Police Services C.I. Detachment	705-247-2040 Fax 705-247-2445	wjohn@apscops.org

Additional Important Information:

1. Weather Conditions – difficult to travel at times (Fall and Winter) – Please not during some seasons it may be extremely difficult or impossible to cross the lake safely. Beausoleil Island is considered a semi-remote community because it is not always accessible by ferry or car.
2. Ferry travel, Water Access Only – see website for current ferry schedules. www.chimnissing.ca
3. Cell/Internet Service Interruptions – At some locations on the Island cell service is not clear or accessible. Sending a text message and email is often the best way to contact us, when we move into service areas the text appears immediately. Often, we do not know we have a voice message or a missed call.
4. Southern Georgian Bay Region.

Notwithstanding the list above, the Chief of a First Nation may verbally appoint any person of their choosing as the FNDP at any time.

APPENDIX A

Georgina Island First Nation

Joint Participation in Respect to the Societies' Mandatory Responsibilities: Page 10 – Notification

For the purpose of the protocol, when a Society receives a call concerning a First Nation member on or off reserve, notification means:

1. Contacting the FNDP through telephone.
2. Leaving a voicemail, sending an email, or other unconfirmed communication does not constitute notification.
3. CAS will email the vetted/redacted intake/referral form if requested.

Order of Contact	Name	Position	Phone & Fax Number(s)	Email Address
1	Shannon Crate	FNDP Native Child Welfare Rep	905-960-9133 cell Please call then follow with a text message. Do not move down the list unless an immediate response is required.	shannoncrate@hotmail.com
2	Julie Virgoe	AMHAW/YIT	905-716-1947 Call then follow with a text	jvirgoe@binnoojiyag.ca
3	Donna Big Canoe	Chief	905-955-1740 cell 705-437-1337 work	donna.bigcanoe@georginaisland.com
4	Lauri Williamson	Council	289-716-4193 cell 705-437-1337 work	lauri.williamson@georginaisland.com
5	Mary Searle	Native Drug and Alcohol Prevention	905-868-4019 cell 705-437-4242 work	mary.searle@georginaisland.com
6	Ian Big Canoe	Fire and First Response	905-953-6338 cell 705-437-2748 home	
7	Charity Trumble	Health Centre Reception	705-437-4242 work	
8	DBCFS		705-295-7135	

Additional Important Information:

1. Weather Conditions – Please note during some seasons it may be extremely difficult or impossible to cross the lake safely. Georgina Island is considered a semi-remote community because it is not always accessible by ferry or car.
2. Cell/Internet Service Interruptions – At some locations on the island cell service is not clear or accessible. Sending a text message and email is often the best way to contact us, when we move into service areas the text appears immediately. Often, we do not know we have received a voice message or missed a call.

Notwithstanding the list above, the Chief of a First Nation may verbally appoint any person of their choosing as the FNDP at any time.

APPENDIX A

Hiawatha First Nation

Joint Participation in Respect to the Societies' Mandatory Responsibilities: **Page 10 – Notification**

For the purpose of the Protocol, when a Society receives a call concerning a First Nation member on or off reserve, notification means:

1. Contacting the FNDP through telephone.
2. Leaving a voicemail, sending an email, or other unconfirmed communication does not constitute notification.
3. CAS will email the vetted/redacted intake/referral form if required.

Order of Contact	Name	Position	Phone & Fax Number(s)	Email address
1	Laurie Carr	Chief	705-295-4421 office 705-295-4424 fax	chiefcarr@hiawathafn.ca
2	Tina Howard	Health & Social Services Manager	705-295-4421 office 705-930-1107 cell 705-295-7177 fax	healthmanager@hiawathafn.ca
3	Ashley Hackshaw	Child Welfare Prevention Coordinator	705-295-4421 office 705-295-7177 fax	cwpw@hiawathafn.ca
4	Debbie Howard	Wholistic Health Coordinator	705-295-4421 office 705-295-7177 fax	dhoward@hiawathafn.ca

Notwithstanding the list above, the Chief of a First Nation may verbally appoint any person of their choosing as the FNDP at any time.

APPENDIX A

Moose Deer Point First Nation

Joint Participation in Respect to the Societies' Mandatory Responsibilities: Page 10 – Notification

For the purpose of the Protocol, when a Society receives a call concerning a First Nation member on or off reserve, notification means:

1. Contacting the FNDP through telephone.
2. Leaving a voicemail, sending an email, or other unconfirmed communication does not constitute notification.
3. CAS will email the vetted/redacted intake/referral form if requested.

Order of Contact	Name	Position	Phone & Fax Number(s)	Email Address
1	Cathy Tolles	Child Welfare	705-375-5209 office 705-375-0532 fax	childwelfare@moosedeerpoint.com
2	Myrna Burnside	Councilor	705-375-5209 office 705-375-0532 fax	myrnaburnside@moosedeerpoint.com
3	Rhonda Williams	Administrator	705-375-5209 office 705-375-0532 fax	fnadmin@moosedeerpoint.com
4		Chief	705-375-5209 office 705-375-0532 fax	chief@moosedeerpoint.com

Notwithstanding the list above, the Chief of a First Nation may verbally appoint any person of their choosing as the FNDP at any time.

APPENDIX A

Rama First Nation

Joint Participation in Respect to the Societies' Mandatory Responsibilities: **Page 10 – Notification**

For the purpose of the Protocol, when a Society receives a call concerning a First Nation member on or off reserve, notification means:

1. Contacting the FNDP through telephone.
2. Leaving a voicemail, sending an email, or other unconfirmed communication does not constitute notification.
3. CAS will email the vetted/redacted intake/referral form if requested.

Order of Contact	Name	Position	Phone & Fax Number(s)	Email Address
1	Dawn Noganosh	Social Services Manager	705-325-3611 x1425	dawnn@ramafirstnation.ca
2	Stacey King	Child Welfare/Band Rep	705-325-3611 x1410 705-3306559 cell	staceyk@ramafirstnation.ca
3	Stephanie Sandy	Family Worker	705-325-3611 x1424	stephanies@ramafirstnation.ca
4	Rodney Noganosh	Chief	705-325-3611 x1240	

Notwithstanding the list above, the Chief of a First Nation may verbally appoint any person of their choosing as the FNDP at any time.

DRAFT

APPENDIX A

Scugog Island First Nation

Joint Participation in Respect to the Societies' Mandatory Responsibilities: Page 10 – Notification

For the purpose of the Protocol, when a Society receives a call concerning a First Nation member on or off reserve, notification means:

1. Contacting the FNDP through telephone.
2. Leaving a voicemail, sending an email, or other unconfirmed communication does not constitute notification.
3. CAS will email the vetted/redacted intake/referral form if requested.

Order of Contact	Name	Position	Phone & Fax Number(s)	Email Address
1	Angela Gontier	Child Welfare Prevention Worker	905-985-1826 (office) 289-274-2817 (fax)	agontier@scugogfirstnation.com
2	Kelly LaRocca	Chief/Band Rep	905-441-4836 (cell) 905-985-3337 (office)	klarocca@scugogfirstnation.com
3	Cindy McGregor-Marsden	Program Support Manager	905-985-1986 (office) 289-274-2817 (fax)	cmmarsden@scugogfirstnation.com
4	Jennifer Martin	DBCFS AMHAW Worker	905-269-1376 (cell) 905-985-1826 (office) 289274-2817 (fax)	jmartin@binnoojiyag.ca

APPENDIX A

Wahta Mohawks

Joint Participation in Respect to the Societies' Mandatory Responsibilities: **Page 10 – Notification**

For the purpose of the Protocol, when a Society receives a call concerning a First Nation member on or off reserve, notification means:

1. Contacting the FNDP through telephone.
2. Leaving a voicemail, sending an email, or other unconfirmed communication does not constitute notification.
3. CAS will email the vetted/redacted intake/referral form if requested.

Order of Contact	Name	Position	Phone & Fax Number(s)	Email Address
1	Philip Franks	First Nation Chief	705-528-9468 cell 705-762-0324 home	

Notwithstanding the list above, the Chief of a First Nation may verbally appoint any person of their choosing as the FNDP at any time.

DRAFT

APPENDIX A

Children's Aid Societies' Contacts

Below are points of contact from each of the Children's Aid Societies
This list is meant to assist our FNDPs

Agency	Name	Position	Phone	Email
Durham Region CAS	Dawn Walcott Parris	Director of Services	905-433-1551 ext 2109	Dawn.walcott-parris@durhamcas.ca
Highland Shores CAS	Suzanne Anquetil	Manager, Family Services	905-372-1821 ext 1244	Suzanne.anquetil@highlandshorescas.ca
Kawartha Haliburton CAS	Stephen Martyn	Director of Services	705-743-9751 ext 1270	Stephen.martyn@khecas.on.ca
Simcoe Muskoka Family Connexions	Joanne Bednarz Tracy Johnson	Senior Service Lead Director of Services	705-726-6587 JB ext 2614 TJ ext 2303	Joanne.bednarz@familyconnexions.ca Tracy.johnson@familyconnexions.ca
York Region CAS	Ivan Peters	Director of Family Services	905-895-2318	Ivan.peters@yorkcas.org

Until November 30, 2018 Joanne Bednarz is the main contact for Simcoe Muskoka Family Connexions.
As of December 1, 2018, the main contact will be Tracy Johnson.

APPENDIX B

Section (I) (Page 19) Resolving Differences Regarding this Protocol Between the Societies and the First Nations

Formal Dispute Resolution Procedures

1. A complaint must be made in writing to the Chief, the Executive Director of the relevant CAS, and the Co-Chairs of the Standing Committee, identifying the concerns requiring resolution.
2. There is no time limit to making a complaint.

Upon receipt of written complaint

1. Upon receipt of the written complaint, the parties have seven (7) days to submit a response to the Co-chairs of the Standing Committee.
2. Within seven days of the Co-Chairs receiving the written complaint, the Co-Chairs will call a meeting with the Protocol Standing Committee to review the complaint. The meeting will be set within twenty-one (21) days from the receipt of the complaint.
3. Conflict of interest must be declared before the review process begins.
4. The parties will be provided with the date and time in writing as to when the meeting is taking place, and be given the option to present to the PSC in person.
5. Once the Protocol Standing Committee has reached a finding regarding the protocol dispute, the Co-Chairs will draft a letter to the parties outlining the findings of the review, which may include recommendations.

If dispute not resolved at PSC level

1. If the parties are not satisfied with the PSC's findings, the Dispute Resolution Committee will be notified within seven (7) days of the PSCs' findings.
2. All Chiefs and Executive Directors will be invited to the Dispute Resolution Committee meeting, (not the parties involved) but at a minimum two (2) Chiefs and two (2) Executive Directors and/or their delegates will be necessary to fulfill the requirements of consensus.
3. The Dispute Resolution Committee will review a summary of the dispute from the PSC.
4. The Dispute Resolution Committee will convene a meeting within thirty (30) days of the decision of the PSC. The parties will be notified of location, date, and time of meeting and be given the option to present in person.

5. The decision of the Dispute Resolution Committee shall determine the matter and such decision shall be final.

APPENDIX C

Child Youth Family Services Act Customary Care Agreement

In the Matter of the Child(ren) and/or Youth

Name of Child/Youth: _____

Date of Birth: _____

First Nation Reg #: _____

This agreement is made among the following parties:

Mother of the Children/Youth: .

First Nation Registry # _____

Father of the Children/Youth: .

First Nation Registry # .

Child/Youth (if 12 years of age or older): .

First Nation Registry # _____

Customary Caregivers: _____

First Nation: _____

The Society: _____

This agreement takes effect on the _th of _____.

The First Nation has declared, as the Child Youth Family Services Act, that the children or youth be cared for in accordance with the custom of the First Nation, for the length of the Agreement [a copy of the Band Council Declaration is attached.]

The CAS along with the First Nation shall supervise the placement of the children/youth and provide supports to the children/youth and the caregivers. CAS will provide a subsidy for the placement.

The First Nation and CAS have identified the children/youth in need of protection under the Child Youth Family Services Act.

The Society holds all liability of the placement pertaining to safety and financial care.

The children's or youth's parents are unable to care adequately for the children or youth at this time in their life journey.

Choose one of the following options:

1. This is a new Customary Care Service Agreement. This Agreement takes effect on the _____ day of _____, _____ and will be in effect until the day of _____, _____ (not to exceed six (6) months). A case conferencing/circle must occur with all parties, including a representative of the First Nation or Native community, to review the children/youth's placement, planning, and circumstances prior to the end of this agreement.
2. This is an extension to the previous Customary Care Agreement. This Agreement takes effect on the _____ day of _____, 20____ and will be in effect until the _____ day of _____, 20____ (not to exceed six (6) months). A case circle must occur with all parties, including a representative of the First Nation or Native community, to review the children/youth's placement, planning, and circumstances prior to the end of this agreement.
3. This is a permanent Customary Care Service Agreement in effect until the children/youth reach the age of 18 years. A circle must occur with all parties, including a representative of the First Nation or Native community, on an annual basis to review the children/youth's placement, planning, and circumstances. All Child in Care Standards apply.

DRAFT

IF THE CHILD(REN)/YOUTH SUBJECT TO THIS CUSTOMARY CARE SERVICE AGREEMENT WAS/WERE IN CARE OF THE CHILDREN'S AID SOCIETY IMMEDIATELY PRIOR TO THE SIGNING OF THE CUSTOMARY CARE SERVICE AGREEMENT, PLEASE COMPLETE:

The child(ren) or youth was/were in the interim care and custody of the CAS Agency from the ____ day of _____, 20__ to the ____ day of _____, 20__. The Society Wardship Order was terminated on the ____ day of _____, 20__.

The child(ren) or youth was/were an Extended Society Care of the CAS. The child(ren) or youth was/were made an Extended Society Care on the ____ day of _____, 20__. The Extended Society Order was terminated on the ____ day of _____, 20__.

Brief summary of protection concerns:

Provide factual narrative of the circumstances as to why the child/youth cannot be safely cared for by their parents and the fact of which all would agree to.

The Parties agree:

- The children/youth shall be placed in the care of the caregivers
- The Customary Care Placement is voluntary
- Upon execution of the Customary Care Agreement, any orders in the protections proceedings, at the Ontario Court of Justice, will be terminated.

The Parties agree to the following terms and conditions of this Agreement:

A: First Nation and CAS:

1. The Society has conducted and approved the **S.A.F.E. Home Study** of the caregivers in accordance with the Society's foster care policies, procedures, and Ministry standards and will continue to monitor the caregivers in accordance with the service standards, policies, and procedures established by the Society, including all standards imposed by the Ministry of Children and Youth Services, and the provisions and regulations under the Child Youth Family Services Act.
2. The Society will provide a financial subsidy for care of the children or youth to the caregivers, in accordance with the Society's foster care rates.
3. The First Nation will appoint a representative to participate in the Plan of Care for the children/youth.
4. The Society will provide services to the children/youth, parent(s), and caregivers, to ensure the children/youth's physical, mental, emotional, educational, medical, spiritual, and cultural needs are met.
5. The First Nation and the Society agree to inform the affected party of any actions taken as a result of any serious occurrences involving the children/youth.
6. The Society along with the First Nation will make appropriate arrangements for parental access to the children/youth. Access to the children/youth by a parent shall be arranged with the caregivers, in accordance with the wishes of the children/youth. No parent shall be under the influence of alcohol or drugs during any period of access.
7. The First Nation explicitly denies any and all legal or financial obligation or liability arising from this Declaration or Agreement.
8. The Society shall redirect the Child Tax Benefits on behalf of the children or youth to the caregiver.

B: Parent(s):

1. The parent(s) agree the caregivers will provide care and supervision for the children/youth. The parent(s) agree the Society along with the First Nation shall supervise the placement.
2. Where the parent(s) are financially able, they shall provide financial assistance for the children/youth as agreed upon by the parties.
3. The parent(s) hereby grant to the Society and the First Nation their consent and permission to obtain any form of educational services, and medical, surgical, dental, or diagnostic treatment, and/or anesthetic care the children or youth, which a duly qualified medical or dental practitioner may, from time to time, recommend as necessary in the best interest of the children or youth.
4. The parent(s) acknowledge the consent and permission granted shall allow the First Nation, the Society, and the caregivers to make decisions according to the Plan of Care which is in the best interests of the children/youth.
5. The parent(s) agree to abide by the Plan of Care for the children/youth and agree not to interfere with the CC Agreement placement.
6. The parent(s) will notify the First Nation and the Society of any change of residence and will maintain contact with the children/youth as per the Plan of Care.
7. The parent(s) may designate another person to maintain contact with the children/youth and make decisions for the children/youth on behalf of the parents. The designated person is: (identify by name, relationship, address, and telephone number).
8. The parent(s) agree to abide by the visiting arrangements agreed upon by the Parties.

C: Child/Youth Twelve (12) Years or Older:

1. The child/youth agrees:
 - The caregivers will provide care and supervision for him or her;
 - To reside with the caregivers;
 - The First Nation and the Society will monitor the placement and shall provide services; and
 - To participate and be involved in their Plan of Care and with any other matter pertaining to their care.

D: Caregivers:

1. The caregivers agree to take the children/youth into their care for the duration of this agreement.
2. The caregivers will respect the inherent rights including the cultural traditions of the children/youth placed in their care.
3. The caregivers agree to provide day-to-day care and guidance to the children or youth, and to ensure the children/youth's physical, mental, emotional, educational, medical, spiritual, and cultural needs are met.
4. The caregivers agree to adhere to the service standards and policies and procedures established by the Society for Caregivers including all standards imposed by the Ministry of Children and Youth Services and the provisions and regulations under the Child Youth Family Services Act.
5. The caregivers will report to the Society and notify the First Nation any acts or omissions by the children/youth which could result in Youth Criminal Justice Act charges or liability to the Society or the caregivers {any serious occurrences}.
6. The caregivers agree to cooperate with the Society along with the First Nation with respect to the foster care policies and Ministry standards including the home study and updates, foster care training, support monitoring, and supervision of the placement, and participation in development of Plans of Care for the child/youth.
7. The caregivers agree to notify Society and the First Nation of any changes to their family constellation and circumstances.

The Parties further agree:

1. While the children/youth are placed with the caregivers, any decision made between the First Nation and the Society are made in the best interests of the child/youth and will be respected by the other parties.
2. If a change in the Customary Care placement is required for the protection or best interests of the children/youth, all parties shall work together to identify an appropriate alternative placement. The party requesting or requiring the change shall provide all other parties 15 days written notice, unless in an emergency situation, in which case, the Society may take necessary and appropriate steps to change the placement.
3. The parties agree once the child/youth protection concerns have been alleviated, a plan shall be made to return the children/youth to the parents.

4. Any party may terminate this agreement by giving 15 days written notice to the other parties. If there are outstanding protection issues, a termination of this agreement by any party could result in the matter being brought back to court pursuant to the Child Youth and Family Services Act.
5. In situations involving conflict over the terms of this Agreement, all parties agree to use a process of discussion, such as Indigenous Circles, Group Family Decision Making Process, Case Conference, etc., and, if necessary, to use the Society Complaint Procedure or other Alternative Dispute Resolution identified by the First Nation. A representative from the children/youth's Band or Native community will be invited to participate in this process.

DRAFT

Attachment(s):

1. **FNCR – First Nation Council Resolution/BCR – Band Council Resolution**
2. **Other:** _____

DRAFT

The Parties acknowledge the terms and purpose of this agreement have been explained to them before signing and they have been advised of their right to seek legal advice before signing the agreement.

Signatures:

Mother of child/youth _____

Witness _____

Date _____

Father of child/youth _____

Witness _____

Date _____

Child/Youth (if 12 years of age or older) _____

Witness _____

Date _____

Customary Care Providers _____

Witness _____

Date _____

First Nation _____

Witness _____

Date _____

First Nation _____

Witness _____

Date _____

Children's Aid Society _____

Witness _____

Date _____

Children's Aid Society _____

Witness _____

Date _____

Other _____

Witness _____

Date _____

APPENDIX D

CUSTOMARY CARE DECLARATION

WHEREAS:

1. The _____ First Nation Council is exercising its inherent authority and responsibility for children/youth members of the _____ First Nation; and
2. That under the Child, Youth, and Family Services Act requires the _____ First Nation formally declare children/youth are being cared for according to the customs of the (Chippewa, Ojibway, Pottawatomi, etc...) of the _____ First Nation; and
3. The _____ First Nation believes the Customary Care providers are capable of providing the child(ren)/youth with a safe and nurturing home environment, pending their return to borne or placement elsewhere; and
4. There is no Legal/Financial Liability or Obligation to the _____ First Nation attached to this declaration; and
5. This Declaration is subject to "Place of Safety" and/or "Foster Care Home Study Licensing Requirements" as set out in the Guidelines; and also

IN THE MATTER OF THE CHILDREN/YOUTH:

Name

Date of Birth

THEREFORE: The Chief and Council of the _____ First Nation hereby declare: _____

(the maternal Aunt and Uncle, extended family members chosen by the family) to be Customary Care Parents and Home Placement for (name of child/youth)

Signatures of Chief and Council inserted below

**SIGNATURES OF THE PARTIES BELOW REPRESENT AGREEMENT ON THIS
PROTOCOL BETWEEN THE FIRST NATIONS AND THEIR RESPOECTIVE
CHILDREN'S AID SOCIETIES.**

SIGNED:

Alderville First Nation
Gimaa James R. Marsden

Highland Shores Children's Aid
Mark Kartusch, Executive Director

Beausoleil First Nation
Gimaa Kwe Mary McCue
Director

Simcoe Muskoka Family Connexions
Geraldine Dooley-Phillips, Executive

Moose Deer Point First Nation
Gimaa Jason Fisher

Kawartha Haliburton Children's Aid Society
Jennifer Wilson, Executive Director

Hiawatha First Nation
Gimaa Kwe Laurie Carr

York Region Children's Aid Society
Nancy French, CEO

Georgina Island First Nation
Gimaa Kwe Donna Big Canoe

Durham Children's Aid Society
Wanda Secord, Executive Director

Scugog Island First Nation
Gimaa Kwe Kelly LaRocca

Rama First Nation
Gimaa Rodney Noganosh

Wahta Mohawks
Ratsenhaisens Philip Franks

Dnaagdawenmag Binnoojiiyag
Child and Family Services
Amber Crowe, Executive Director

DRAFT

Acknowledgements

The above parties were represented by the following committee participants whose effort, commitment, teamwork and willingness to learn and collaborate is reflected throughout the document:

Shannon Crate	First Nation Child Welfare Representative Georgina Island First Nation
Amber Crowe	Executive Director Dnaagdawenmag Binnoojiiyag Child & Family Services
Lisa McDonald	Protocol Consultant
Clem Nabigon	Legal Counsel Durham Children's Aid Society
Sharon Pendergast	Senior Service Manager – FNMI Unit Simcoe/Muskoka Child, Youth and Family Services
Ivan Peters	Director of Services for Families York Region Children's Aid Society
Mary Robertson	First Nation's Child Welfare Protection Worker Curve Lake First Nation
Kathryn Wilson	Administrative Assistant Dnaagdawenmag Binnoojiiyag Child & Family Services

The First Nations and Societies involved would like to thank and acknowledge the committee for their hard work and contribution to their future relationships.

We wish to acknowledge and thank the Union of Ontario Indians for the use of their Best Interests definition.

We wish to acknowledge and thank the Simcoe/Muskoka Child, Youth, & Family Services for allowing the use of their customary care documents.

The use, reproduction, or transmission of this document in any form must be done with acknowledgement to the parties of this Protocol.



PROTOCOL CONCERNING THE DELIVERY OF CHILD AND FAMILY SERVICES

Between

The First Nations of

The Chippewa First Nations of Beausoleil & Georgina Island,
The Mississauga First Nations of Alderville, Curve Lake,
Scugog Island & Hiawatha
& The Pottawatomi First Nation of Moose Deer Point



AND

The Children's Aid Societies of

The Kawartha Haliburton, Highland Shores, York Region, Durham &
Simcoe Muskoka Child, Youth & Family Services



AND

Dnaagdawenmag Binnoojiiyag Child & Family Services



PROTOCOL CONCERNING THE DELIVERY OF CHILD AND FAMILY SERVICES

BETWEEN:

The Chippewa First Nations of Beausoleil & Georgina Island,
The Mississauga First Nations of Alderville, Curve Lake,
Scugog Island & Hiawatha & The Pottawatomi First Nation of Moose
Deer Point

(Hereinafter referred to as the “First
Nation” and/or “First Nations”);

AND:

The Kawartha Haliburton Children's Aid Society
Simcoe Muskoka Child, Youth & Family Services
Highland Shores Children’s Aid
The York Region Children’s Aid Society
The Durham Children’s Aid Society

as represented by each respective Executive Director

(Hereinafter referred to as the
“Society” or “Societies”);

AND:

Dnaagdawenmag Binnoojiiyag Child & Family Services

as represented by the Executive Director

(Hereinafter referred to as “DBCFS”).

WHEREAS the parties acknowledge and respect that the protection, best interests and well-being of children is the paramount purpose in developing and implementing this protocol;

AND WHEREAS the parties acknowledge that children’s services should be provided in a manner that,

- i. respects a child’s need for continuity of care and for stable relationships within a family and cultural environment,
- ii. takes into account physical, cultural, emotional, spiritual, mental and developmental needs and differences among children,
- iii. provides early assessment, planning and decision-making to achieve permanent plans for children in accordance with their best interests, and
- iv. includes the participation of a child, his or her parents and relatives and the members of the child’s extended family and community, wherever appropriate.

AND WHEREAS there is a unique constitutional relationship between Aboriginal people and the Canadian state, a relationship that does not exist between other Canadians and the state;

AND WHEREAS the parties to this agreement acknowledge that the legacy of colonization, and particularly of residential schools and the Sixties Scoop, have had and continue to have a devastating effect on First Nations children, families, and communities, particularly with respect to their family structures, parenting, identities, and well-being;

AND WHEREAS the parties to this Protocol, so far as able, wish to honour and answer the Calls to Action by the Truth & Reconciliation Commission in their June 2, 2015 report with regard to child welfare and protection;

AND WHEREAS all parties support DBCFS in achieving designation and acknowledge the terms of this agreement will remain in force, subject to scheduled review until such time as DBCFS reaches designation;

AND WHEREAS the Child and Family Services Act (CFSA) requires the delivery of child and family services that explicitly recognize the unique cultures and traditions of First Nations and the right of First Nations to deliver their own services wherever possible;

AND WHEREAS the parties acknowledge the best interest definition in the CFSA, they also acknowledge and agree that for First Nations children there are other important relevant factors as identified in this protocol;

AND WHEREAS under agreement with the Ontario Ministry of Children & Youth Services, the First Nations have established a capacity to provide both community-oriented and case-specific child & family support services on a voluntary basis—one major objective of which is to minimize the necessity of involuntary interventions with families experiencing problems;

AND WHEREAS it is acknowledged by the First Nations that the Societies continue to have responsibility, under the CFSA for situations in which children or youth of the communities may be in need of protection;

AND WHEREAS the Societies acknowledge the First Nations have responsibility for prevention services and community support, and for the protection of children in partnership with the Societies, and the First Nation Band Representatives have the responsibility and obligation to be a party to the proceedings (according to the CFSA);

AND WHEREAS this document is forged from distinct groups with differing worldviews and approaches developing a protocol that both respects these different entities and allows each to operate in unison to provide child welfare services;

AND WHEREAS the Societies' approach the protocol from the mandate of the CFSA, that gives them the overall responsibility for child protection, and the First Nations approach the protocol from the mandate of their Chiefs and Councils that give them responsibility to preserve and protect the culture and well-being of First Nation children;

AND WHEREAS the intent of all parties is to apply the protocol in a wholistic and respectful manner to cooperatively provide services to our children, families and communities;

AND WHEREAS the parties acknowledge and agree that respectful relationships are foundational to the First Nation worldview and are particularly important to fulfilling responsibilities related to caring for our children and families;

NOW THEREFORE THE FIRST NATIONS AND THE SOCIETY AGREE AS FOLLOWS:

(A) Definitions

Throughout this protocol, the words beginning with lower case letters denote a broad meaning; whereas, words or phrases beginning with uppercase letters have the specific meaning as defined in the Child and Family Services Act, R.S.O. 1990, c C.11 [hereinafter referred to as the CFSA].

1. **First Nation:** means a band as defined in the Indian Act Section 2(1)¹, for the purpose of this protocol First Nation means the seven First Nation signatories. First Nation may also be referred to as: band, reserve, community and territory.
2. **Band Representative:** means a First Nation Representative with the purpose of representing that band's interest in child welfare court proceedings.
3. **Best Interest:** important relevant factors in determining best interest;
 - (a) the need to protect the Child/Youth from harm;
 - (b) the capacity of the Child/Youth's Parent/Guardian to protect the Child/Youth from harm;
 - (c) the Child/Youth's physical, emotional, intellectual, spiritual, developmental and educational needs and the appropriate care or treatment to meet those needs;
 - (d) the capacity of the Child/Youth's Parent/Guardian, or of any other person, to provide for the Child/Youth's needs;
 - (e) the Child/Youth's cultural, linguistic and spiritual or religious upbringing and ties;
 - (f) the nature of the Child/Youth's relationship with the Child/Youth's Parent/Guardian, siblings and other relatives and with any other people who are significant in the Child/Youth's life;
 - (g) the attitude to the Child/Youth, and to parental responsibility, demonstrated by the Child/Youth's Parent/Guardian;
 - (h) the risk that the Child/Youth may suffer harm through being removed from, kept away from, returned to, or allowed to remain in, the care of a Parent/Guardian;
 - (i) the merits of any proposed plan of care for the Child/Youth;
 - (j) the effects on the Child/Youth of a delay in making a decision;
 - (k) the capacity and willingness of the Child/Youth's Parent/Guardian or other family members to care for the Child/Youth;

- (l) any wishes or views expressed by the Child/Youth, having regard to the Child/Youth's age and level of understanding in determining the weight to be given to those wishes or views;
- (m) the importance of continuity and stability in the Child/Youth's living arrangements and the likely effect on the Child/Youth of disruption of those living arrangements, including separation from: the Child/Youth's Parent/Guardian; or a sibling or other relative of the Child/Youth; or a care-giver or any other person (including a Child/Youth) with whom the Child/Youth is, or has recently been, living; or any other person who is significant in the Child/Youth's life;
- (n) the need for the Child/Youth to maintain contact with the Child/Youth's Parent/Guardian, siblings and other relatives and with any other people who are significant in the Child/Youth's life;
- (o) the Child/Youth's age, maturity, gender, sexual orientation, background and language;
- (p) the Child/Youth's cultural, ethnic or religious identity, including any need to maintain a connection with the lifestyle, culture and traditions.
4. **Case Management:** means that component of service delivery consisting of First Nation notification, information gathering, needs assessment, service/treatment planning and contracting, referral, monitoring, and review and evaluation of outcomes.
5. **Chief:** means the Chief of a First Nation or Band selected in accordance with the Indian Act.
6. **Child:** First Nations recognize any person under the age of 19 years as a child; whereas, a Child under the CFSA means a person under the age of 16 as defined by the CFSA unless subject to an order. For the purpose of this protocol, CFSA standards will apply.
7. **Child's Community:** means a person or a community who has ethnic, cultural or spiritual ties in common with the child or with a parent, sibling or relative of the child; who has a beneficial and meaningful relationship with the child or with a parent, sibling or relative of the child.
8. **Children's Aid Society Workers:** any workers employed directly or contracted by a Children's Aid Society.
9. **Conflict of Interest:** When there is a situation that has a potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest, professional interest or public interest.

10. **Customary Care:** means an out of home care arrangement that is voluntarily accepted by the child's current caregiver(s), the child, if aged twelve years and older, the customary care providers, the band and the Society and is declared to be a Customary Care arrangement either traditional or formal by the First Nation according to the custom of the child's First Nation.
- Traditional Customary Care:** is the traditional practice that has always existed among the First Nations. This informal practice is alive, whereby communities care for and protect the children without the intervention of child welfare authorities.
- Formal Customary Care:** is an out of home care arrangement voluntarily entered by the society, the current caregivers, the child if twelve or older, the alternate caregivers and the First Nation.
- Customary Care Agreement:** is a written agreement between the Society, the parent(s), the Customary Care provider, and the First Nation as described above. Please see Appendix C for an example.
11. **Dispute Resolution Committee:** consisting of all Chiefs and/or designates and all Executive Directors and/or designates who will seek to resolve differences not settled by the Protocol Standing Committee.
12. **Extended Family:** means persons to whom a child is related by blood, through a spousal relationship or through adoption, customary or legal, and includes any member of the child's family, clan, band, community or Nation.
13. **First Nation Designated Person (FNDP):** FNDP means the person designated by the First Nation to provide or supervise and manage the delivery of child and family services for the First Nation community. This person may or may not be the band representative and may or may not be known by another title such as but not limited to Prevention Worker or Child & Youth Worker. Please see Appendix A for FNDP's of each First Nation.
14. **Indian:** means a person who is registered or entitled to be registered as an Indian pursuant to the Indian Act.
15. **Mandate:** the mandate of the CAS's is defined by the CFSA Regulations, Ministry Standards and Directives. The mandate of the First Nation, Child and Family Service Program is self-defined by each First Nation according to the customs, traditions and culture of their people.
16. **Members:** means any status or non-status member of the First Nation, as defined by the First Nation whether residing on/off First Nation territories.

17. **Parent/guardian:** means a parent or guardian as defined in Part III Section 37(1)² of the CFSA, and may also include a member of the child's extended family, or an approved member of the child's First Nation or another approved Indian or Native family as determined by the First Nation.
18. **Place of Safety:** means a foster home, a hospital or a person's home that satisfies the requirements of subsection 37(5)³ of the CFSA, or a place or one of a class of places designated as a place of safety by a Director or local director under Section 18⁴. Section 37 (1)⁵ "place of safety: (a)(b) & 37 (5)(a)(b)⁶ of the CFSA.
19. **Plans of Service or Care:** means the plans outlining service and expectations of the individuals involved to meet the needs of the child developed by the Society together with the child, the family, the FNDP, the Band Representative and other collaterals as may be required.
20. **Protocol Standing Committee:** The Protocol Standing Committee (PSC) is comprised of three representatives of the First Nations and three representatives of the CAS's as appointed by the respective parties.
21. **Sixties Scoop:** A period of time, beginning in the 1960s when child welfare authorities removed large numbers of First Nations children from their families and communities and placed them primarily with non-aboriginal homes, to the detriment of the children, families, and communities.
22. **Subsidy for Customary Care:** means a subsidy granted by a Society or agency to a person caring for a child where a First Nation declares that a member child is being cared for under a formal Customary Care Agreement.

(B) Responsibilities:

This protocol applies whenever any of the CASs has involvement with any of the members of the seven First Nation signatories, regardless of whether the First Nation is in the jurisdiction of the involved CAS.

The following division of responsibility for those child and family services that are permitted and/or required under law is in effect:

1. The Societies will respect the First Nation's right to initial notification and ongoing case specific consultation under Section 213.1⁷ of the CFSA by ensuring that the First Nation Designated Person, hereinafter referred to as FNDP, is informed at first involvement with a child and/or family and is kept fully informed throughout the course of involvement and is engaged in ongoing case planning.
2. The Societies continue to hold responsibility for any mandatory interventions required under the CFSA.
3. When needed, the societies hold responsibility to designate an alternative care provider as a place of safety. The Society can contract the First Nation, or DBCFS to complete Place of Safety and/or assessments for potential alternative care homes for community members as per Ministry/Society guidelines provided the First Nation is qualified to do so. It is understood that the Society is still the designated agency to approve such homes and therefore are responsible for the said alternative care home placement.
4. The Societies and First Nations will ensure that all relevant staff members are trained in the use of the protocol, in accordance with the Training Plan established by the Protocol Standing Committee.

(C) Principles of the Relationship:

The parties to this agreement will work cooperatively in those cases on and off reserve requiring mandatory intervention. The process of cooperative involvement will be based on the following principles, of which the first is the paramount principle and of utmost importance:

1. All parties will promote the best interests, protection and well being of children.
2. In the delivery of services to any child or family, all parties will direct their minds to the collective and individual impact of colonization and discrimination, including but not limited to residential schools and the Sixties Scoop, with a view to identifying:
 - 2.1. The history and consequences of these practices and policies on the child's family, and community, and therefore the child;
 - 2.2. Appropriate measures to mitigate the harms caused by these practices and policies; and
 - 2.3. Any measures that may be necessary and effective in assisting the child, and the child's family and community, from recovering from the harms experienced as a result of these practices and policies.
3. All parties will premise their involvement with families and individuals on the goal of maintaining family autonomy and integrity especially through a focus on "admission prevention". A respectful and impartial approach will be taken in providing services to children and families.
4. The FNDP, and the First Nation will respect the mandatory service obligations placed upon the Societies by the CFSA.
5. Wherever possible, considering the best interests of the child, the least disruptive course of action will be taken in order to maximize the possibility of providing service on a voluntary basis, the maintenance of the family unit, and the re-integration of families when separation is required.
6. The Societies will respect the mandate issued by the First Nations to their FNDP to deal with child, youth and related problems in the community through the delivery of culturally appropriate, community-oriented and case-specific services on a strictly voluntary basis.
7. Anyone in a position to affect the outcome of a child protection concern should disclose any and all potential or perceived conflicts of interest that are relevant to the concern.
8. When the Society makes a decision to initiate court proceedings, the Society will immediately inform, by telephone, the FNDP of that decision. Notification by telephone will be done prior to completion of written documentation and the formal service of documents that is required by the CFSA.

9. A consensual decision making process will be used wherever possible, and every effort will be made to achieve agreement respecting appropriate action between the workers of the respective parties and the family and children/youth involved in each case.
10. The parties will maintain case files and will share information in cases of joint involvement, subject to applicable rules/policies of confidentiality and privacy legislation, but in recognition of the fact that staff in both instances are operating with reference to the same legislation and regulations and are subject to an oath of confidentiality.
11. The First Nations and the Societies will mutually extend invitations to participate in training opportunities offered by the respective parties.

(D) Joint Participation in Respect to the Society's Mandatory Responsibilities:

It is agreed that the parties will cooperate in situations requiring voluntary and non-voluntary, mandatory intervention by the Society as described below:

Confirming First Nation Ancestry

1. The Societies are responsible at the initial point of contact and in an ongoing manner for confirming whether the child is of First Nation ancestry or an Indian and/or status member of one of the seven First Nation signatories of this protocol.

Other terms that a person may use to identify themselves as First Nation Ancestry include but are not limited to the following: Aboriginal, Anishanaabe, Chippewa, Clan, Indigenous, Metis, Mississauga, Native, Ojibway, Pottawatomi.

The Society will confirm if a child is of First Nation ancestry or an Indian and/or status member of the First Nations by using the following methods in consultation with the FNDP and/or Designated Authority of the First Nation, as well ensuring the file history has been thoroughly reviewed:

- i. asking the parent;
- ii. asking the child;
- iii. asking someone who knows the child;
- iv. asking the Native Child Welfare Prevention/Protection Worker
- v. asking their respective (relevant) First Nation membership clerk;
- vi. with consent, consulting with an aboriginal agency or off-reserve aboriginal, Inuit or Metis organization that may have knowledge of the child;
- vii. keeping in mind that the parent or child might not necessarily know (or self-identify) if the child is aboriginal or Indian, in cases where there are legal proceedings and if there is any question whether a child is Aboriginal or Indian, the Society will contact Indian and Northern Affairs Canada's Ontario Regional Office at 416-973-6234, or by fax at 416-954-6329 (note that the child's, parents' and grandparents' names must be disclosed to this department in order to determine status and eligibility).

Notification & Consultation in Non-Emergency Situations

Child & Family Services Act:

Consultation with bands and native communities

213. A society or agency that provides services or exercises powers under this Act with respect to Indian or native children shall regularly consult with their bands or native communities about the provision of the services or the exercise of the powers and about matters affecting the children, including,
- (a) the apprehension of children and the placement of children in residential care;
 - (b) the placement of homemakers and the provision of other family support services;

- (c) the preparation of plans for the care of children;
- (d) status reviews under Part III (Child Protection);
- (e) temporary care and special needs agreements under Part II (Voluntary Access to Services);
- (f) adoption placements;
- (g) the establishment of emergency houses; and
- (h) any other matter that is prescribed. R.S.O. 1990, c. C.11, s. 213.

Consultation in specified cases

213.1 A society or agency that proposes to provide a prescribed service to a child who is an Indian or native person or to exercise a prescribed power under this Act in relation to such a child shall consult with a representative chosen by the child's band or native community in accordance with the regulations. 2006, c. 5, s. 43.

1. Notification

For the purpose of the protocol, when a Society receives a call concerning a First Nation member on or off reserve notification means:

- contacting the FNDP through telephone, email or text, see Appendix A.
- a subsequent verbal conversation must occur as soon as possible.
- CAS will email the vetted/redacted intake/referral form if requested.
- leaving a voicemail, sending an email or other unconfirmed communication does not constitute notification.
- A Community Link Service can be provided to families where a Society has determined that information received does not warrant a child protection investigation but that community resources may be of some assistance. Through contact with the family, usually by telephone, and in cases deemed applicable, the Society will provide information regarding services/resources available from the First Nation or other community resources. With parental consent, the Society will contact the FNDP to further link the family to supportive services.
- Notwithstanding the above obligations the safety of the child is of paramount importance.

2. Consultation

For the purpose of the protocol, consultation means engaging in a collaborative conversation between the CAS and the FN where the opinions and information are exchanged and a plan for dealing with the situation is developed. Please see page 15 section 7 for the requirements of on-going collaboration.

- 2 (i) When allegations are received by a Society concerning the protection of a First Nation member on or off the First Nation, the Societies will, notify and consult with the FNDP as to the required and appropriate response prior to taking any action, investigative or otherwise.

Notification & Consultation in Emergency Situations

- 2 (ii) In an emergency situation that requires immediate action, the above “Notification” and “Consultation” meanings apply. The society will make every effort to speak with the FNDP as per the First Nation Contact lists located at Appendix A. If an out of home placement is immediately required, and the worker has been unable to contact an FNDP from the list, please see page 15 section 6, Protection Applications/Apprehensions.

3. Accompaniment

Prior to a Society taking any action constituting contact with a First Nation member, investigative or otherwise, on or off reserve, the FNDP will determine whether they will accompany the Society worker, except in emergency situations where circumstances prohibit. Society contact with others (e.g. Doctor, daycare provider, teacher) is subject to the requirements of the ongoing collaboration section as per page 15 section 7.

The family will be fully informed by the FNDP of their role as the FNDP and the benefits of having the FNDP accompany the CAS.

If the family refuses the accompaniment of the FNDP with the CAS worker, their decision will be respected, however a refusal of accompaniment does not remove or effect the FNDP’s involvement in the file as per the other sections of this Protocol.

4. Entering First Nation Territories

Prior to entering the First Nation territory, unless agreed otherwise, the Society Worker will, in every instance inform the FNDP that they are visiting.

The First Nation will be notified even if the case involves a child and/or family that is a non-member living on the territory.

If it is unclear whether the person to be visited actually lives on the First Nation territory the Society Worker will confirm with the FNDP whether the location is on First Nation territory.

5. Alternative Dispute Resolution

Where the family, Society and/or court in consultation with the FNDP has decided that Alternative Dispute Resolution (ADR) could assist in resolving an issue related to a child or a plan for the child’s care, the Society with the agreement of the family will use an ADR Process. Where there is agreement by the family, the Society and the First Nation, use of culturally based ADR processes will be encouraged.

Alternative Dispute Resolution will be considered for every open CAS file that exists concerning any members of the seven First Nations, on or off reserve. An Indigenous Approach facilitated by the FNDP or any other staff person, elder or recognized Indigenous person (by the First Nation) within or outside of the respective First Nation community will be considered first. Other forms of Alternative Dispute Resolution such as Family Group Decision Making and Child Protection Mediation will also be considered, explained and offered to the families. The family, CAS, the FNDP or other First Nation staff person can request ADR.

6. Protection Applications/Apprehensions

When all efforts to provide service on a voluntary/supportive basis by the First Nation and/or Society have proved to be unsuccessful and where a child requires out of home placement, or a protection application is initiated, the Society will consult with the FNDP. If removal from the home is being actively considered, further consultation is required with the FNDP and every effort will be made to place the child/children within the community as per section 37(5) of the CFSA. If an in care placement is necessary the CAS in collaboration with the First Nation, will make best efforts to ensure that the placement has an acceptable level of cultural competency. If the only available option is an in care placement that does not meet this requirement the CAS and First Nation will take measures to mitigate the deficiency.

7. Ongoing Collaboration

In all cases where there is a Society intervention with a child, the FNDP and the Society will collaborate on each and every aspect of that intervention, from commencement to conclusion;

- i. Through case conferencing and on-going communication the Society and the FNDP will collaborate in the development of all amendments to the initial plan and the preparation of any plans of care or service plans. Through such collaboration, plans will be developed that recognize the importance of the child's culture and to preserve the child's heritage, traditions, cultural identity, and connection to the First Nation community.
- ii. The Society will ensure that the FNDP will be kept fully informed as to the Society's actions and progress in working with the family involving any protection issues. Similarly the FNDP, if involved in providing service will ensure that the Society will be kept fully informed as to his/her actions and progress.
- iii. In cases where the child is not in the home, the First Nation and the Society will collaborate in supporting the family in working towards the return of the child or children to their family where possible at the earliest possible date.

8. **Adoption**

- i. Where a child is or is being made a crown ward, after exhausting all other options, the First Nation and the Society will jointly consider:
 - an adoption placement;
 - a proposed custody arrangement;
 - or a plan for customary care submitted by the child's First Nation.
- ii. After the Society provides notice as per section 141.2⁸ of the CFSA, culturally appropriate community placements as determined by the relevant First Nations will be considered in priority over all other placements.

If the First Nation is unable to offer an adoptive placement, the FNDP will be invited to participate in the adoption selection process. It is agreed that no unnecessary delays will impede the adoption process.

- iii. Where a Society subsequently refuses to accept an application to adopt or removes a child from an adoption placement, the Society will give 10 days notice, in writing, to the adoptive applicant, the FNDP and/or Designated Authority of the child's First Nation of its decision. The Society will consult with the First Nation/FNDP on planning for the care of the child. While both the First Nation and the adoptive applicant will receive written notice, only the adoptive applicant can request a Child and Family Services Review Board (CFSRB) hearing as per Section 144⁹ of the CFSA. It is the responsibility of the Society to inform the applicant of their right to request a CFSRB hearing and to provide the applicant a copy of the CFSRB pamphlet along with a copy of the Refusal of Adoption, Child and Family Services Review Board Application. If the complaint is deemed eligible the First Nation will receive notice of the hearing from the CFSRB and can participate.

(E) Traditional Customary Care

Customary Care is the traditional practice that has always existed among the First Nations. This informal practice is alive, whereby, communities care for and protect the children without the intervention of child welfare authorities.

1. Where the CAS is involved with a family, Traditional Customary Care may be utilized for alternative care, provided there is support from the biological family, caregivers, and the First Nation. The Society, with support of the caregivers and the First Nation, will assess the suitability of the arrangement. In consultation with the biological family, caregivers and the First Nation, the Society will determine the need for ongoing CAS involvement with the family.
2. If the child is in the Society's care, Traditional Customary Care can be utilized for alternative care. However, the caregivers must be designated as a Place of Safety prior to placement. If there is a court order placing the child in Society care, the Society will apply to the court expeditiously to have the status of the child changed. In consultation with the biological family, caregivers and the First Nation, the Society will determine the need for ongoing CAS involvement with the family.

(F) Formal Customary Care Agreement

1. In the course of voluntary and/or mandatory service efforts by the First Nations and the Societies, situations may arise in which an out-of-home care arrangement may be necessary for a period of time. Where alternative care is deemed appropriate and/or necessary by the Society, the First Nation may recommend a Customary Care arrangement to the Society with parental support. Where both parents consent is not attainable, a formal customary care agreement should still be considered on a case-by-case basis.

If the First Nation decides to propose a Customary Care arrangement, they will present it to the Society followed by a First Nation declaration, see Appendix D for an example.

Where the Society is presented with a Customary Care home arrangement by the First Nation the Society will:

- i Carry out an assessment of the presented customary care arrangement in accordance with the CFSA standards for Place of Safety and/or Foster Care Regulations
- ii If the Customary Care arrangement does not meet the requirements, the Society will inform the First Nation that the agreement is unacceptable with reasons for the decision. The Society will consult with the First Nation worker as to the modification necessary to make the arrangement acceptable.
- iii Negotiate a subsidy agreement with the approved care provider(s), which references the signed Customary Care Agreement using Foster Care rates as a guide.

2. Once the arrangement has been agreed to by all parties, this will become the Customary Care Agreement to be signed, at a minimum, by the parents, caregivers, the child if twelve years of age or older and the Society. A copy of the First Nation Declaration will form part of this Agreement. See Appendix D for an example.
3. Before exploring any potential changes to the agreement full consultation must take place with the First Nation and all parties to the agreement.
4. Where there is an agreement about a child who is a Society Ward or whose legal status is Temporary Care and Custody (TCC), the Society will apply to the courts expeditiously to have the status of the child changed. Where the child is in care by way of Temporary Care Agreement (TCA), the Society will provide notice of termination and terminate the TCA with the parties expeditiously.
5. A First Nation can present a Customary Care arrangement even after an order of Crown Wardship. Should a Customary Care arrangement be presented and approved, the Society will apply to the courts expeditiously to have the status of the child changed.
6. Both parties agree that:
 - a) Children's Aid Societies hold the legal and financial responsibility and liability for their approved Formal Customary Care homes and adoptions.
 - b) The Society can contract the First Nation, or DBCFS to complete Place of Safety and/or assessments for potential alternative care homes for community members as per Ministry/Society guidelines provided the First Nation is qualified to do so. It is understood that the Society is still the designated agency to approve such homes and therefore are responsible for the said alternative care home placement.

(G) Protocol Standing Committee (PSC)

The Protocol Standing Committee is comprised of three representatives of the First Nations and three representatives of the CASs as appointed by the respective parties. These representatives will be appointed by the parties at the Annual Leadership Meeting. Co-chairpersons, one First Nation Representative and one CAS representative, of the PSC will be chosen by the appointed representatives as per the terms of reference to be developed by the PSC.

The Protocol Standing Committee will undertake the following:

- i. Develop the terms of reference and parameters for evaluating the operation of this protocol;
- ii. Review issues referred for dispute resolution as per section I.
- iii. Assist parties with developing Addendums to this protocol to address any First Nations/Society specific circumstances.
- iv. The Standing Committee will establish the goals and outcomes of a training plan, including cultural sensitivity in consultation with all parties and assist with delivery as requested.

- v. The Protocol Standing Committee will meet on a semi-annual basis to review the Protocol to reflect current legislation and other relevant changes. The Standing Committee will meet on an adhoc basis to address any Protocol issues or concerns. The Protocol may be amended and extended at any time by mutual consent of the parties.
- vi. The Protocol Standing Committee will assist with drafting and/or reviewing provisions for the consideration of the parties with regard to the increased involvement of DBCFS as they progress towards designation.
- vii. Will receive reports from the DBCFS Regional Committee regarding protocol issues.

(H) Term of the Protocol

All parties recognize that this term of the Protocol is a transition period between the signing/renewal of this protocol and Designation of DBCFS.

(I) Resolving Differences Regarding Case Management Decisions

Differences between a Society and a FNDP regarding case management decisions that, despite best efforts are unresolved at the FNDP/CAS worker level shall be resolved by, involving persons of increasing authority within the respective First Nation and Society up to and including the Chief and Executive Director.

(J) Resolving Differences Regarding this Protocol Between the Societies and the First Nations

Despite best efforts, the parties recognize that situations or issues may arise that are not anticipated by this protocol and/or where the protocol is not followed, and the parties agree that designates of the parties will attempt to quickly resolve the issue within a reasonable timeframe.

Subject to the Societies' mandatory obligations under the CFSA, disputes respecting the interpretation of terms of this Protocol shall be resolved in the following manner:

1. The dispute will be submitted to the Protocol Standing Committee for resolution. See Appendix B for procedures.
2. A dispute that is not resolved at the Protocol Standing Committee will be deferred to a Dispute Resolution Committee consisting of all Chiefs and/or delegates and all Executive Directors and/or designates within 30 days of the decision of the Protocol Standing Committee. The decision of the Dispute Resolution Committee shall determine the matter and such decision shall be final. See Appendix B for procedures.

Endnotes

Endnote 1: **First Nation**

2. (1) In this Act,

"band" means a body of Indians

(a) for whose use and benefit in common, lands, the legal title to which is vested in Her Majesty, have been set apart before, on or after September 4, 1951,

(b) for whose use and benefit in common, moneys are held by Her Majesty, or

(c) declared by the Governor in Council to be a band for the purposes of this Act;

Endnote 2: **Parent/guardian:**

37. (1) In this Part,

"child" does not include a child as defined in subsection 3 (1) who is actually or apparently sixteen years of age or older, unless the child is the subject of an order under this Part;

"child protection worker" means a Director, a local director or a person authorized by a Director or local director for the purposes of section 40 (commencing child protection proceedings);

"parent", when used in reference to a child, means each of,

(a) the child's mother,

(b) an individual described in one of paragraphs 1 to 6 of subsection 8 (1) of the Children's Law Reform Act, unless it is proved on a balance of probabilities that he is not the child's natural father,

(c) the individual having lawful custody of the child,

(d) an individual who, during the twelve months before intervention under this Part, has demonstrated a settled intention to treat the child as a child of his or her family, or has acknowledged parentage of the child and provided for the child's support,

(e) an individual who, under a written agreement or a court order, is required to provide for the child, has custody of the child or has a right of access to the child, and

(f) an individual who has acknowledged parentage of the child in writing under section 12 of the Children's Law Reform Act, but does not include a foster parent;

Endnote 3: **Place of Safety:**

37. (5) In this Part

For the purposes of the definition of "place of safety" in subsection (1), a person's home is a place of safety for a child if,

(a) the person is a relative of the child or a member of the child's extended family or community; and

(b) a society or, in the case of a child who is an Indian or native person, an Indian or native child and family service authority designated under section 211 of Part X has conducted an assessment of the person's home in accordance with the prescribed procedures and is satisfied that the person is

willing and able to provide a safe home environment for the child. 2006, c. 5, s. 6 (4).

Note: Despite the proclamation of the Statutes of Ontario, 1999, chapter 2, section 9, section 37 of this Act, as it read before March 31, 2000, continues to apply with respect to any proceeding under Part III, including a status review proceeding, that was commenced before March 31, 2000. See: 1999, c. 2, ss. 37 (5), 38.

Endnote 4: **Designation of places of safety**

18. For the purposes of Part III, a Director or local director may designate a place as a place of safety and may designate a class of places as places of safety. 2006, c. 5, s. 4.

Endnote 5: **37. (1) In this Part,**

“place of safety” means a foster home, a hospital, a person’s home that satisfies the requirements of subsection (5) or a place or one of a class of places designated as a place of safety by a Director or local director under section 18, but does not include,

- (a) a place of secure custody as defined in Part IV, or
- (b) a place of secure temporary detention as defined in Part IV. R.S.O. 1990, c. C.11, s. 37 (1); 2006, c. 19, Sched. D, s. 2 (5); 2006, c. 5, s. 6 (1, 2).

Endnote 6: **Place of Safety:**

37. (5) (a)(b)

(5) For the purposes of the definition of “place of safety” in subsection (1), a person’s home is a place of safety for a child if,

- (a) the person is a relative of the child or a member of the child’s extended family or community; and
- (b) a society or, in the case of a child who is an Indian or native person, an Indian or native child and family service authority designated under section 211 of Part X has conducted an assessment of the person’s home in accordance with the prescribed procedures and is satisfied that the person is willing and able to provide a safe home environment for the child. 2006, c. 5, s. 6 (4).

Endnote 7: **213.1**

A society or agency that proposes to provide a prescribed service to a child who is an Indian or native person or to exercise a prescribed power under this Act in relation to such a child shall consult with a representative chosen by the child’s band or native community in accordance with the regulations. 2006, c. 5, s. 43.

Endnote 8: **Where child an Indian or native person**

141.2 (1) If a society intends to begin planning for the adoption of a child who is an Indian or native person, the society shall give written notice of its intention to a representative chosen by the child’s band or native community. 2006, c. 5, s. 35.

Endnote 9: **Decision of society or licensee**

- 144.** (1) This section applies if,
- (a) a society decides to refuse an application to adopt a particular child made by a foster parent, or other person; or
 - (b) a society or licensee decides to remove a child who has been placed with a person for adoption. 2006, c. 5, s. 36.

APPENDIX A

Alderville First Nation

Joint Participation in Respect to the Society's Mandatory Responsibilities: Page 10 - Notification

For the purpose of the protocol, when a society receives a call concerning a First Nation member on or off reserve notification means:

1. contacting the FNDP through telephone, email or text.
2. a subsequent verbal conversation must occur as soon as possible.
3. CAS will email the vetted/redacted intake/referral form if requested.
4. leaving a voicemail, sending an email or other unconfirmed communication does not constitute notification.

Order of Contact	Name	Position	Phone & Fax Number(s)	Email address
1	TBD	Childcare & Prevention Worker	P - 905-352-3765 F - 905-352-3824	TBD
2	Nora Sawyer	Manager of Health & Social Services	P - 905-352-2035 F – 905-352-3824	nsawyer@alderville.ca
3	James Marsden	Chief	P – 905-352-3000 F – 905-352-3242	jbmarsden@alderville.ca
4	Julie Bothwell	Councillor – DBCFS Portfolio Holder	P – 905-376-7988 F – 905-352-3242	jbothwell@alderville.ca

Additional Important Information:

Please note HSCAS also has a Protocol with Anishnaabe Kwewag Gamig Inc. Regional Women's Shelter, which is located in Alderville First Nation.

Notwithstanding the list above, the Chief of a First Nation may verbally appoint any person of their choosing as the FNDP at any time.

APPENDIX A

Beausoleil First Nation

Joint Participation in Respect to the Society's Mandatory Responsibilities: Page 10 - Notification

For the purpose of the protocol, when a society receives a call concerning a First Nation member on or off reserve notification means:

1. Contacting the FNDP through telephone, email or text.
2. A subsequent verbal conversation must occur as soon as possible.
3. CAS will email the vetted/redacted intake/referral form if requested.
4. Leaving a voicemail, sending an email or other unconfirmed communication does not constitute notification.

Order of Contact	Name	Position	Phone & Fax Number(s)	Email address
1	Shelly Monague	Child and Family Services	705-247-2175	
2	Ingrid Sheppard / Dagmar Sandy	Director Health Center/A.H.D.	705-247-22035	
3	PJ Sandy	Director Social Services/ O.W.	705-247-1180	
4	Roland Monague	Chief Beausoleil First Nation	705-247-2051 705-247-2239 Fax	
5	Anishinabek Police Services C.I. Detachment	Warren John Temp Sergeant	705-247-2040 705-247-2445 Fax	

Additional Important Information:

1. Weather Conditions – difficult to travel at times (Fall and Winter) - – Please note during some seasons it may be extremely difficult or impossible to cross the lake safely. Georgina Island is considered a semi-remote community because it is not always accessible by ferry or car.
2. Ferry travel , Water Access Only see website for current ferry schedules. www.chimnissing.ca
3. Cell/Internet Service interruptions - At some locations on the Island cell service is not clear or accessible. Sending a text message and email is often the best way to contact us, when we move into service areas the text appears immediately. Often we do not know we have received a voice message or missed a call.
4. Southern Georgian Bay Region

Notwithstanding the list above, the Chief of a First Nation may verbally appoint any person of their choosing as the FNDP at any time.

APPENDIX A

Curve Lake First Nation

Joint Participation in Respect to the Society's Mandatory Responsibilities: Page 10 - Notification

For the purpose of the protocol, when a society receives a call concerning a First Nation member on or off reserve notification means:

1. contacting the FNDP through telephone, email or text.
2. a subsequent verbal conversation must occur as soon as possible.
3. CAS will email the vetted/redacted intake/referral form if requested.
4. leaving a voicemail, sending an email or other unconfirmed communication does not constitute notification.

ON RESERVE

Order of Contact	Name	Position	Phone & Fax Number(s)	Email address
1	Angela Gillies	Manager of Health & Family Services	P – 705-657-2557 F – 705-657-3067	clhcmanager@curvelake.ca
2	Ken Jacobs	General Manager	P – 705-657-8045 F – 705-657-8708	kenj@curvelake.ca
3	Phyllis Williams	Chief	P – 705-657-2557 F – 705-657-3067	phyllisw@curvelake.ca
4		Child Welfare Protection Worker	P – 705-657-2557 F – 705-657-3067	

OFF RESERVE

Order of Contact	Name	Position	Phone & Fax Number(s)	Email address
1		Band Rep	P – 705-657-2557 F – 705-657-3067	
2	Ken Jacobs	General Manager	P – 705-657-8045 F – 705-657-8708	kenj@curvelake.ca
3	Phyllis Williams	Chief	P – 705-657-2557 F – 705-657-3067	phyllisw@curvelake.ca
4		Child Welfare Protection Worker	P – 705-657-2557 F – 705-657-3067	

Notwithstanding the list above, the Chief of a First Nation may verbally appoint any person of their choosing as the FNDP at any time.

APPENDIX A

Georgina Island First Nation

Joint Participation in Respect to the Society's Mandatory Responsibilities: Page 10 - Notification

For the purpose of the protocol, when a society receives a call concerning a First Nation member on or off reserve notification means:

1. contacting the FNDP through telephone, email or text.
2. a subsequent verbal conversation must occur as soon as possible.
3. CAS will email the vetted/redacted intake/referral form if requested.
4. leaving a voicemail, sending an email or other unconfirmed communication does not constitute notification.

Order of Contact	Name	Position	Phone & Fax Number(s)	Email address
1	Shannon Crate	FNDP Native Child Welfare Band Rep	905-960-9133 cell Please call then follow with a text message. Do not move down the list unless an immediate response is required or in case of emergency	shannoncrate@hotmail.com
2	Willow Hill	Youth/mental health worker	705-305-0071 call then follow with a text	whill@binnoojiyag.ca
3	Donna Big Canoe	Chief	905-955-1740 cell 705-437-1337 work	donna.bigcanoe@georginaisland.com
4	Lauri Williamson	Council	705-437-1337 work 289-716-4193 cell	lauri.williamson@georginaisland.com
5	Mary Searle	Native Drug and Alcohol Prevention	905-868-4019 cell 705-437-4242 work	mary.searle@georginaisland.com
6	Ian Big Canoe	Fire and first response	905-953-6338 cell 705-437-2748 home	
7	Hayley Williamson	Health Centre reception	705-437-4242 work 289-264-3029 cell	
8	DBCFS		705-295-7135	

Additional Important Information:

1. **Weather Conditions** – Please note during some seasons it may be extremely difficult or impossible to cross the lake safely. Georgina Island is considered a semi-remote community because it is not always accessible by ferry or car.
2. **Cell/Internet Service interruptions.** At some locations on the Island cell service is not clear or accessible. Sending a text message and email is often the best way to contact us, when we move into service areas the text appears immediately. Often we do not know we have received a voice message or missed a call.

Notwithstanding the list above, the Chief of a First Nation may verbally appoint any person of their choosing as the FNDP at any time.

APPENDIX A

Hiawatha First Nation

Joint Participation in Respect to the Society's Mandatory Responsibilities: Page 10 - Notification

For the purpose of the protocol, when a society receives a call concerning a First Nation member on or off reserve notification means:

1. contacting the FNDP through telephone, email or text.
2. a subsequent verbal conversation must occur as soon as possible.
3. CAS will email the vetted/redacted intake/referral form if requested.
4. leaving a voicemail, sending an email or other unconfirmed communication does not constitute notification.

Order of Contact	Name	Position	Phone & Fax Number(s)	Email address
1	Greg Cowie	Chief	(705)295-4421 (705)295-4424	<u>chief@hiawathafn.ca</u>
2	Tina Howard	A/Health & Social Services Manager	(705) 295-4421 (705)930-1107- cell (705)295-7177	<u>healthmanager@hiawathafn.ca</u>
3	Debbie Howard	Wholistic Health Coordinator	(705)295-4421 (705)295-7177	<u>dhoward@hiawathafn.ca</u>
4	Ashley Hackshaw	Child Welfare Prevention Coordinator	(705)295-4421 (705)295-7177	<u>cwpw@hiawathafn.ca</u>

Notwithstanding the list above, the Chief of a First Nation may verbally appoint any person of their choosing as the FNDP at any time.

APPENDIX A

Moose Deer Point First Nation

Joint Participation in Respect to the Society's Mandatory Responsibilities: Page 10 - Notification

For the purpose of the protocol, when a society receives a call concerning a First Nation member on or off reserve notification means:

1. contacting the FNDP through telephone, email or text.
2. a subsequent verbal conversation must occur as soon as possible.
3. CAS will email the vetted/redacted intake/referral form if requested.
4. leaving a voicemail, sending an email or other unconfirmed communication does not constitute notification.

Order of Contact	Name	Position	Phone & Fax Number(s)	Email address
1	Cathy Tolles	Child Welfare	P - 7053755209 F - 7053750532	<u>childwelfare@moosedeerpoint.com</u>
2	Myrna Burnside	Councillor	P - 7053755209 F - 7053750532	<u>myrnaburnside@hotmail.com</u>
3	Rhonda Williams	Administrator	P - 7053755209 F - 7053750532	<u>fnadmin@moosedeerpoint.com</u>
4	Barron King	Chief	P - 7053755209 F - 7053750532	<u>chief@moosedeerpoint.com</u>

Notwithstanding the list above, the Chief of a First Nation may verbally appoint any person of their choosing as the FNDP at any time.

APPENDIX A

Scugog Island First Nation

Joint Participation in Respect to the Society's Mandatory Responsibilities: Page 10 - Notification

For the purpose of the protocol, when a society receives a call concerning a First Nation member on or off reserve notification means:

1. contacting the FNDP through telephone, email or text.
2. a subsequent verbal conversation must occur as soon as possible.
3. CAS will email the vetted/redacted intake/referral form if requested.
4. leaving a voicemail, sending an email or other unconfirmed communication does not constitute notification.

Order of Contact	Name	Position	Phone & Fax Number(s)	Email address
1	Meaghan Milson (Mat Leave) Lionel Girard (Current)	Child Welfare Prevention Worker	P – 905-985-1826 F – 289-274-2817	<u>mmilson@scugogfirstnation.com</u> <u>lgirard@scugogfirstnation.com</u>
2	Kelly LaRocca	Chief/Band Rep	Cell – 905-441-4836 Office – 905-985-3337	<u>klarocca@scugogfirstnation.com</u>
3	Cindy McGregor-Marsden	Health Manager	P – 905-985-1826 F – 289-274-2817	<u>cmarsden@scugogfirstnation.com</u>
4	Pamela Johnston	DBCFS Child & Youth Worker	Cell – 905-985-1826 F – 289-274-2817	<u>pjohnston@scugogfirstnation.com</u>

Notwithstanding the list above, the Chief of a First Nation may verbally appoint any person of their choosing as the FNDP at any time.

APPENDIX B

Section (I) (Page 19) Resolving Differences Regarding this Protocol Between the Societies and the First Nations

Formal Dispute Resolution Procedures

1. A complaint must be made in writing to the Chief, the Executive Director of the relevant CAS, and the Co-Chairs of the standing committee, identifying the concerns that require resolution.
2. There is no time limit to making a complaint.

Upon receipt of written complaint

1. Upon receipt of the written complaint, the parties have seven days to submit a response to the Co-chairs of the standing committee.
2. Within seven days of the Co-Chairs receiving the written complaint, the Co-Chairs will call a meeting with the Protocol Standing Committee to review the complaint. The meeting will be set within twenty-one days from the receipt of the complaint.
3. Conflict of interest must be declared before the review process begins.
4. The parties will be provided with the date and time in writing as to when the meeting is taking place, and be given the option to present to the PSC in person.
5. Once the Protocol Standing Committee has reached a finding regarding the protocol dispute, the Co-Chairs will draft a letter to the parties outlining the findings of the review, which may include recommendations.

If dispute not resolved at PSC level

1. If the parties are not satisfied with the PSC's findings, the Dispute Resolution Committee will be notified within 7 days of the PSC's findings.
2. All Chiefs and Executive Directors will be invited to the Dispute Resolution Committee meeting, (not the parties involved) but at a minimum two Chiefs and two Executive Directors and/or their delegates will be necessary to fulfill the requirements of consensus.
3. The Dispute Resolution Committee will review a summary of the dispute from the PSC.
4. The Dispute Resolution Committee will convene a meeting within 30 days of the decision of the PSC. The parties will be notified of location, date and time of meeting and be given the option to present in person.
5. The decision of the Dispute Resolution Committee shall determine the matter and such decision shall be final.

APPENDIX C

**Child and Family Services Act
R.S.O. 1990, Chapter C.11
Part X
Customary Care Agreement**

In the Matter of the Child/ren

Name of Child: _____

Date of Birth: _____

First Nation Reg #: _____

This agreement is made among the following parties:

Mother of the Children: _____

First Nation Registry # _____

Father of the Children: _____

First Nation Registry # _____

Child (if 12 years of age or older): _____

First Nation Registry # _____

Customary Caregivers: _____

First Nation: _____

The Society: _____

This agreement takes effect on the _th **of** _____.

The First Nation has declared, as per Part X of the Child and Family Services Act, that the child/ren be cared for in accordance with the custom of the First Nation, for the length of the Agreement [a copy of the Band Council Declaration is attached.]

The CAS along with the First Nation shall supervise the placement of the children, and provide supports to the children and the Caregivers. CAS will provide a subsidy for the placement.

The First Nation and CAS have identified the children in need of protection under Part III of the Child and Family Services Act.

The Society holds all liability of the placement pertaining to safety and financial care.

The children's parents are unable to care adequately for the child/ren at this time in their life journey.

Choose one of the following options:

- This is a new Customary Care Service Agreement. This Agreement takes effect on the _____ day of _____, ____ and will be in effect until the _____ day of _____, ____ (not to exceed six (6) months). A case conferencing / circle must occur with all parties, including a Representative of the First Nation or Native Community, to review the children's placement, planning and circumstances prior to the end of this agreement.
- This is an extension to the previous Customary Care Agreement. This Agreement takes effect on the ____ day of _____, 20____ and will be in effect until the _____ day of _____, 20____ (not to exceed six (6) months). A case circle must occur with all parties, including a Representative of the First Nation or Native Community, to review the children's placement, planning and circumstances prior to the end of this agreement.
- This is a permanent Customary Care Service Agreement in effect until the children reach the age of 18 years. (A case Circle must occur with all parties, including a Representative of the First Nation or Native Community, on an annual basis to review the children's placement, planning and circumstances). All Child in Care Standards apply.

IF THE CHILD/REN SUBJECT TO THIS CUSTOMARY CARE SERVICE AGREEMENT WAS/WERE IN CARE OF THE CHILDREN'S AID SOCIETY IMMEDIATELY PRIOR TO THE SIGNING OF THE CUSTOMARY CARE SERVICE AGREEMENT PLEASE COMPLETE:

The child/ren was/were in the interim care and custody of the CAS Agency from the ____day of ____month____, __yr__ to the ____day of ____month____, __yr__. The interim order was terminated on the ____day of _____, _____.

The child/ren was/were a Society Ward of the CAS Agency from the ____day of ____month____, __yr__ to the ____day of ____month____, yr__. The Society Wardship Order was terminated on the ____day of __month__, yr__.

The Child/ren was/were a Crown Ward of the CAS. The child/ren was/were made a Crown Ward on the ____day of _____, 20____. The Crown Wardship Order was terminated on the ____day of _____, 20____.

Brief summary of protection concerns:

Provide factual narrative of the circumstances as to why the child can not be safely care for with their parents and the fact of which all would agree to

The Parties agree that:

- The child/ren shall be placed in the care of the Caregivers
- The Customary Care Placement is voluntary
- Upon execution of the Customary Care Agreement, any orders in the protections proceedings, at the Ontario Court of Justice, will be terminated.

The Parties agree to the following terms and conditions of this Agreement:

A: First Nation and CAS:

1. The Society has conducted and approved the **S.A.F.E. Home Study** of the Caregivers in accordance with the Society's foster care policies, procedures and Ministry standards and will continue to monitor the Caregivers in accordance with the service standards, policies and procedures established by the Society, including all standards imposed by the Ministry of Children and Youth Services, and the provisions and Regulations under the Child and Family Services Act.
2. The Society will provide a financial subsidy for care of the Child/ren to the Caregivers, in accordance with the Society's all-inclusive foster care rates.
3. The First Nation will appoint a representative to participate in the Plan of Care for the child/ren.
4. The Society will provide services to the Children, Parent/s, and Caregivers, to ensure the children's physical, mental, emotional, educational, medical, spiritual, and cultural needs are met.
5. The First Nation and the Society agree to inform the affected party of any actions taken as a result of any serious occurrences involving the children.
6. The Society along with the First Nation will make appropriate arrangements for parental access to the Child/ren. Access to the child/ren by a parent shall be arranged with the Caregivers, in accordance with the wishes of the children. No parent shall be under the influence of alcohol or drugs during any period of access.
7. The First Nation explicitly denies any and all legal or financial obligation or liability arising from this Declaration or Agreement.
8. The Society shall have the right to receive the Child Tax Benefits on behalf of the Child/ren.

B: Parent/s

1. The Parent/s agree that the Caregivers will provide care and supervision for the child/ren. The Parent/s agree that the Society along with the First Nation shall supervise the placement.
2. Where the Parent/s are financially able, the Parent/s shall provide financial assistance for the Child/ren as agreed upon by the Parties.
3. The Parent/s hereby grant to the Society and the First Nation their consent and permission to obtain any form of educational services, and medical, surgical, dental or diagnostic treatment and/or anesthetic care for the Child/ren, which a duly qualified medical or dental practitioner may, from time to time, recommend as necessary in the best interest of the Child/ren.
4. The Parent/s acknowledge that the consent and permission granted shall allow the First Nation, the Society and the Caregivers to make decisions according to the Plan of Care that are in the best interests of the Child/ren.
5. The Parent/s agree to abide by the Plan of Care for the Child/ren and agree not to interfere with the Part X Agreement placement.
6. The Parent/s will notify the First Nation and the Society of any change of residence and will maintain contact with the child/ren as per the Plan of Care.
7. The Parent/s may designate another person to maintain contact with the child/ren and make decisions for the Child/ren on behalf of the Parents. The designated person is: (identify by name, relationship, address and telephone number)
8. The Parent/s agree to abide by the visiting arrangements that are agreed upon by the Parties.

C: Child Twelve (12) Years or Older:

1. The Child agrees:
 - a. that the Caregivers will provide care and supervision for him or her;
 - b. to reside with the Caregivers;
 - c. that the First Nation and the Society will monitor the placement and shall provide services
 - d. to participate and be involved in their Plan of Care and with any other matter pertaining to their care.

D: Caregivers

1. The Caregivers agree to take the Child/ren into their care for the duration of this agreement.
2. The Caregivers will respect the inherent rights including the cultural traditions of the child/ren placed in their care.
3. The Caregivers agree to provide day-to-day care and guidance to the child/ren, and to ensure the child/ren's physical, mental, emotional, educational, medical, spiritual and cultural needs are met.
4. The Caregivers agree to adhere to the service standards, policies and procedures established by the Society for Caregivers including all standards imposed by the Ministry of Children and Youth Services, and the provisions and Regulations under the Child and Family Services Act.
5. The Caregivers will report to the Society and notify the First Nation any acts or omissions by the child/ren that could result in Youth Criminal Justice Act charges or liability to the Society or the Caregivers {any serious occurrences}.
6. The Caregivers agree to co-operate with the Society, along with the First Nation, with respect to the foster care policies, Ministry standards, including the home study and updates, foster care training, and support, monitoring and supervision of the placement, and participation in development of Plans of Care for the child.
7. The Caregivers agree to notify Society and the First Nation of any changes to their family constellation and circumstances.

The Parties further agree that:

1. While the children are placed with the Caregivers, any decision made between the First Nation and the Society are made in the best interests of the Child and will be respected by the other parties.
2. If a change in the Customary Care placement is required for the protection or best interests of the child/ren, all Parties shall work together to identify an appropriate alternative placement. The Party requesting or requiring the change shall provide all other Parties 15 days written notice, unless in an emergency situation, in which case, the Society may take necessary and appropriate steps to change the placement.
3. The Parties agree that once the child protection concerns have been alleviated, a plan shall be made to return the Children to the Parents.
4. Any Party may terminate this agreement by giving 15 days written notice to the other Parties. If there are outstanding protection issues, a termination of this agreement by any Party could result in the matter being brought back to Court pursuant to the Child and Family Services Act.

5. In situations involving conflict over the terms of this Agreement, all parties agree to use a process of discussion, such as Aboriginal Circles, Group Family Decision Making Process, Case Conference, etc., and, if necessary, to use the Society Complaint Procedure or other Alternative Dispute Resolution identified by the First Nation. A representative from the child/ren's Band or Native community will be invited to participate in this process.

Attachment/s:

- 1) FNCR – First Nation Council Resolution/BCR – Band Council Resolution**
- 2) Other:** _____

The Parties acknowledge that the terms and purpose of this agreement have been explained to them before signing and that they have been advised of their right to seek legal advice before signing the agreement.

Signatures:

Mother of Child

Witness

Date

Father of Child

Witness

Date

The Child (if 12 years of age or older) _____

Witness

Date

Customary Care Providers

Witness

Date

First Nation

Witness

Date

First Nation

Witness

Date

Children's Aid Society

Witness

Date

Children's Aid Society

Witness

Date

Other

Witness

Date

APPENDIX D

CUSTOMARY CARE DECLARATION

WHEREAS:

- 1) *The _____ First Nation Council is exercising its inherent authority and responsibility for children members of the _____ First Nation; and*
- 2) *That under Part: X and Bill 210 of the Child and Family Services Act 2010 requires that the _____ First Nation formally declare that children are being cared for according to the customs of the (Chippewa, Ojibway, Pottawatomi, etc...) of the _____ First Nation; and that*
- 3) *The _____ First Nation believes that the Customary Care providers are capable of providing the child(ren) with a safe and nurturing home environment, pending their return to borne or placement elsewhere; and that*
- 4) *There is no Legal/Financial Liability or Obligation to the _____ First Nation attached to this declaration; and that*
- 5) *This Declaration is subject to "Place of Safety" and/or "Foster Care Home Study Licensing Requirements "as set out in the Guidelines; and also that*

IN THE MATTER OF THE CHILD(REN):

Name

Date of Birth


THEREFORE: The Chief and Council of the _____ of the
_____ First Nation hereby declare that: _____

(the maternal Aunt and Uncle, extended family members chosen by the family) to be
Customary Care Parents and Home Placement for (name of child)

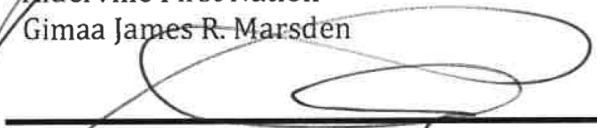
Signatures of Chief and Council inserted below.


**SIGNATURES OF THE PARTIES BELOW REPRESENT AGREEMENT ON
THIS PROTOCOL BETWEEN THE FIRST NATIONS AND THEIR
RESPECTIVE CHILDREN'S AID SOCIETIES.**

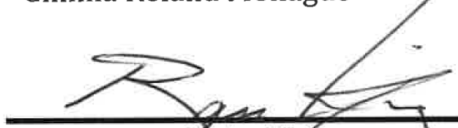
SIGNED:

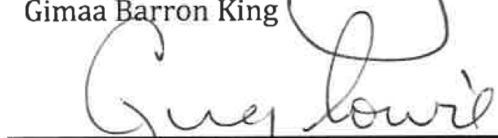

Alderville First Nation
Gimaa James R. Marsden


Highland Shores Children's Aid Society
Mark Kartusch, Executive Director

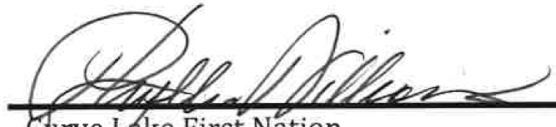

Beausoleil First Nation
Gimma Roland Monague


Simcoe Muskoka Child, Youth & Family Services
Susan Carmichael, Executive Director



Moose Deer Point First Nation
Gimma Barron King

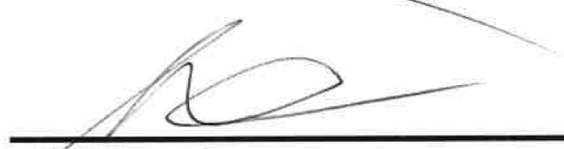

Hiawatha First Nation
Gimma Greg Cowie



Kawartha Haliburton Children's Aid Society
Jennifer Wilson, Executive Director

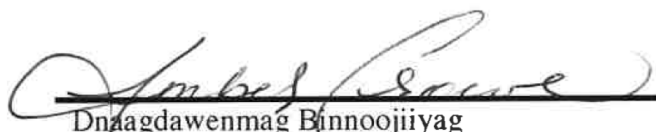

Curve Lake First Nation
Gimma Kwe Phyllis Williams


York Region Children's Aid Society
Collette Prevost, Executive Director


Georgina Island First Nation
Gimma Kwe Donna Big-Canoe


Scugog Island First Nation
Gimma Kwe Kelly LaRocca


Durham Children's Aid Society
Wanda Secord, Executive Director


Dnaagdawenmag Binnoojiiyag
Child and Family Services
Amber Crowe, Executive Director

Acknowledgements

The above parties were represented by the following committee participants whose effort, commitment, teamwork and willingness to learn and collaborate is reflected throughout the document:

Shannon Crate	First Nation Child Welfare Representative Georgina Island First Nation
Amber Crowe	Executive Director Dnaagdawenmag Binnoojiiyag Child & Family Services
Lisa McDonald	Protocol Consultant
Clem Nabigon	Legal Counsel Durham Children's Aid Society
Sharon Pendergast	Senior Service Manager – FNMI Unit Simcoe/Muskoka Child, Youth and Family Services
Ivan Peters	Director of Services for Families York Region Children's Aid Society
Mary Robertson	First Nation's Child Welfare Protection Worker Curve Lake First Nation
Kathryn Wilson	Administrative Assistant Dnaagdawenmag Binnoojiiyag Child & Family Services

The First Nations and Societies involved would like to thank and acknowledge the committee for their hard work and contribution to their future relationships.

We wish to acknowledge and thank the Union of Ontario Indians for the use of their Best Interests definition.

We wish to acknowledge and thank the Simcoe/Muskoka Child, Youth & Family Services for allowing the use of their customary care documents.

The use, reproduction, or transmission, of this document in any form must be done with acknowledgement to the parties of this Protocol.