

**Southern Gulf Islands
Integrated Case Assessment Team
Local Protocol
For
Reviewing Highest Risk Domestic Violence Cases
September 2012**

1. PURPOSE OF THE PROTOCOL

The purpose of this Protocol is to provide a framework for a coordinated and collaborative approach to assess the risk of serious bodily harm or death to victims of domestic/intimate partner violence or stalking. As well, the same collaborative approach will be used to provide an enhanced safety and support system to the victim and proactive interventions to the alleged offender.

2. HISTORICAL CONTEXT OF THE PROTOCOL

The Violence Against Women in Relationships (VAWIR) and the Southern Gulf Islands Integrated Case Assessment Team (SGI ICAT) were formed as a result of a 2 day training held on Salt Spring Island in May 2012. This training was co-facilitated by Gail Edinger (CCWS), Sergeant Rob Daly (Vernon RCMP) and Debby Hamilton (Executive Director of the Vernon Transition House Society).

The goal of this training was to work collaboratively to build a foundation and decide on a structure for a local coordination initiative in the Salt Spring and Outer Gulf Islands region. The purpose of the VAWIR committee is to address local systemic issues that impede a woman's safety. The ICAT committee's sole responsibility is to do safety planning for individual women and their children.

3. DEFINITIONS

a) Domestic/Intimate Partner Violence

For the purpose of this Protocol, *domestic/intimate partner violence* is defined as physical or sexual assault, or the threat of physical or sexual assault, toward a person with whom there is or has been an ongoing or intimate relationship. Other behaviour, such as stalking, intimidation, sexual abuse, neglect, deprivation, kidnapping, mental or emotional abuse or threats towards children, loved ones or property must be recognized as part of the continuum of domestic/intimate partner violence.

The term "*domestic/intimate partner violence*" encompasses common law and dating relationships and was chosen for its gender neutrality. However, it must be acknowledged that the vast majority of victims of violence within relationships are women.

In addition to addressing violence in heterosexual relationships, this Protocol applies to violence in same sex relationships.

b) High Risk

For the purpose of this Protocol, the designation of *high risk* will be assigned to a domestic/intimate partner violence case when there is concern for serious bodily harm or death to either partner or other parties. The designation of *high risk* is based upon, but not limited to, factors which have been specified in the Spousal Assault Risk Assessment (SARA)¹ tool and other agreed upon instruments.

¹ Spousal Assault Risk Assessment (SARA) is an assessment tool developed by P. Randall Kropp, PhD and Stephen D. Hart, PhD, international experts in risk assessment. Community Corrections and Parole currently use this tool in BC.

c) Southern Gulf Islands Integrated Case Assessment Team (SGI ICAT)

d) The Southern Gulf Islands Integrated Case Assessment Team (SGI ICAT) is the body of community member agencies who respond to domestic violence, by providing education, prevention, intervention or support. The SGI ICAT was struck as an ad hoc sub committee of the Violence Against Women in Relationships Committee (VAWIR).

e) Determination of High Risk

For the purpose of referring cases to the ICAT, members of the Southern Gulf Islands Integrated Case Assessment Team and community members will identify risk factors of situations they encounter, using an abbreviated tool consistent with the principles of the B-SAFER.²

f) Integrated Case Assessment Team

The Integrated Case Assessment Team (ICAT) receives referrals from ICAT and members of the community via the RCMP Community Coordinator or designated member, to assess risk, monitor safety, develop risk reduction, and support plans for highest risk domestic violence/intimate partner cases from the Southern Gulf Islands. Standing members of the ICAT are Salt Spring and Outer Gulf Islands RCMP, Salt Spring and Outer Gulf Islands RCMP Victim Assistance, Island Women Against Violence, Community Corrections, Specialized Victim Assistance Program, Ministry of Children and Family Development and the Ministry of Housing and Social Development.

4. LEGISLATION GUIDING THIS PROTOCOL

For the purpose of this protocol, the sharing of personal information may be necessary to protect individuals, their children and other family members who have been identified or assessed at high risk. If possible and if it is safe to do, every effort should be made to obtain written consent from the victim and the alleged offender before disclosing personal information to other agencies subject to this protocol.

Generally, consent is required before personal information regarding a victim, alleged offender or involved family members can be shared with other agencies. However, applicable privacy laws [including the federal Privacy Act (for RCMP, Parole), Freedom of Information and Protection of Privacy Act (for public bodies) and the Personal Information Protection Act (for the private and non-profit sector)] allow personal information to be shared without consent in certain situations including the following:

Federal Privacy Act: where in the opinion of the head of the institution, the public interest in disclosure clearly outweighs any invasion of privacy that would result from disclosure or disclosure would clearly benefit the individual to whom the information relates.

Freedom of Information and Protection of Privacy Act: if the head of the public body determines that compelling circumstances exist that affect anyone's health or safety

Personal Information Protection Act: if there are reasonable grounds to believe that compelling circumstances exist that affect the health or safety of any individual

These are the main pieces of legislation governing information sharing between the parties of this protocol; however, there may be other, more specific laws that must also be considered.

² B-SAFER is an assessment tool developed by P. Randall Kropp, PhD and Stephen D. Hart, PhD, international experts in risk assessment. Police currently use this tool in BC.

Where a decision is made to share personal information without consent that decision must:

- Be reached on a case-by-case basis
- Be based on a necessity to disclose
- Ensure that only proportionate and relevant information is disclosed in light of the level of risk of harm to a named individual or a known household in each case; and
- Be properly documented at the time a disclosure decision is made identifying why the disclosures are being made (i.e. what risk is believed to exist), what information and to whom it will be disclosed and what restrictions on use of the disclosed information will be place on its recipients.
- Give consideration to whether notice of disclosure must be provided

5. RISK ASSESSMENT PROCESS

1. A case is referred to the RCMP Community Coordinator or designated member via an ICAT member or community member within 24 hours of being suspected high risk. The information submitted will include victim(s) and alleged offender information, relevant risk factors and other pertinent details necessary to manage risk.
2. The RCMP Community Coordinator or designate circulates case identity to members of the ICAT and other service providers who have relevant information. Generally consent of the person about whom the information is being sought will be required prior to contacting the agencies involved, unless special circumstances exist which allow the disclosure without consent, pursuant to privacy laws,
3. A meeting of the ICAT is scheduled as soon as practicable (within 24 hours). Prior to attending, relevant file information is reviewed, prepared and summarized for the meeting.
4. Using a recognized tool to identify the presence of risk factors, a full review of risk indicators is completed. If the case is rated as high risk, the process continues. If not, referrals to support services are made for safety planning purposes.
5. If determined to be high risk by the ICAT, relevant agencies will be notified to ensure that enhanced response, safety and support systems are implemented, based on each agency's high risk intervention procedure.
6. The ICAT will review the case on a regular basis to monitor and track changes in safety and risk status as determined by the ICAT.
7. Systemic issues will also be noted and addressed, where possible.

**Protocol
Regional Domestic Violence Unit**

BETWEEN THE FOLLOWING PARTICIPANTS:

The Community-based Victim Service Program:

VICTORIA WOMEN'S TRANSITION HOUSE SOCIETY ("VWTHS")

The Ministry of Children and Family Development:

The British Columbia MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT (MCFD), as represented by a Designated Director for Vancouver Island under s.92 of the *Child, Family and Community Service Act (CFCSA)*. ("MCFD")

The Police Agencies:

VICTORIA POLICE DEPARTMENT

SAANICH POLICE DEPARTMENT

WEST SHORE RCMP

CENTRAL SAANICH POLICE SERVICE

OAK BAY POLICE DEPARTMENT

SIDNEY/NORTH SAANICH RCMP

SOOKE RCMP

("Police Partners")

(collectively, the "Parties")

WHEREAS:

- A. VWTHS, the Police Agencies, and MCFD provide services to victims of domestic violence in the Capital Regional District.
- B. The participants recognize that an integrated and coordinated approach is most effective in the delivery of services to victims (and children) of domestic violence, in particular those cases where there is an elevated level of risk.

- C. VVTHS, the Police Agencies and MCFD have a strong interest in increasing victim and children's safety and offender accountability through the provision of a cross-jurisdictional response to high risk domestic violence cases that is uniform in approach across the Capital Regional District.
- D. In response to this identified interest, VVTHS, the Police Agencies and MCFD have agreed to form the Regional Domestic Violence Unit (RDVU).

THE PARTICIPANTS HAVE THE FOLLOWING UNDERSTANDING:

1.0 PURPOSE:

- 1.1 The purpose of this agreement is to establish and define the collaborative relationship between the VVTHS, the Police Agencies and MCFD for the joint governance and operation of the RDVU.
- 1.2 This agreement represents and reflects the spirit of cooperation and collaboration between the VVTHS, the Police Agencies and MCFD in providing services together through the RDVU.

2.0 NATURE

- 2.1 This agreement is not intended to be legally binding on any of the participants or on any related federal, provincial or municipal governments in Canada and British Columbia.
- 2.2 Nothing in this agreement is in any way intended to replace or amend any obligation that any participant is bound to or required to perform by operation of law.

3.0 INTERPRETATION:

In this agreement each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:

- A. **High Risk:** for the purpose of this agreement, the designation of high risk will be assigned to domestic violence cases where there is significant potential for serious bodily harm or death.
- B. **Operational RDVU Team:** refers to the police officers, VVTHS victim service workers and MCFD child welfare worker dedicated to the RDVU and their respective Operational Managers.

- C. **Designated Policing Agencies:** refers to the three policing agencies - Victoria Police Department, Saanich Police Department and West Shore RCMP - providing dedicated police officers and an NCO/Officer in Charge to the RDVU.
- D. **VWTHS Victim Service Workers:** refers to the victim service workers employed by VWTHS to work in partnership with the police officers and MCFD child welfare worker in the RDVU.
- E. **Police Officers:** refers to the police officers from the designated policing agencies working in partnership with VWTHS victim service workers and MCFD child welfare worker in the RDVU.
- F. **MCFD Child Welfare Worker:** refers to the social worker employed by MCFD to work in partnership with the police officers and VWTHS victim service workers in the RDVU.
- G. **Operational Managers:** refers to the NCO/Officer in Charge, VWTHS Program Director and MCFD Clinical Supervisor.

4.0 STEERING COMMITTEE

- 4.1 To provide guidance on overall strategic direction of the RDVU, a Steering Committee has been established. The Committee is comprised of senior level representatives from VWTHS, Saanich Police Department, Victoria Police Department, West Shore RCMP and MCFD. The Committee will provide oversight on matters such as strategic policy and planning. The Committee will also be responsible for addressing any systemic issues impacting the operation of the RDVU.

5.0 EVALUATION

- 5.1 The Steering Committee and operational RDVU team are committed to developing an Evaluation Framework and seeking funding to undertake a program evaluation in order to evaluate the success of implementation and effectiveness of operation of the RDVU.

6.0 RDVU COORDINATED SERVICE DELIVERY MODEL

- 6.1 The RDVU is jointly governed and coordinated by VWTHS, the Police Agencies, and MCFD and every effort will be made by the participants to ensure a coordinated service delivery model is provided in the Capital Regional District.
- 6.2 Of the Police Agencies identified in this protocol, Victoria Police Department, Saanich Police Department and the West Shore RCMP (the designated policing

agencies) will provide three police officers and an NCO/Officer in Charge dedicated to the RDVU team.

- 6.3 VVTHS will provide two full-time victim service workers dedicated to the RDVU team.
- 6.4 MCFD will provide one full-time child welfare worker dedicated to the RDVU team.
- 6.5 Through the use of a police, community-based victim services and MCFD child welfare co-location team model, the RDVU will provide timely follow-up services in select domestic violence cases where high risk factors are present or in cases where there is an elevated level of risk accompanied by a need for intensive support for victims and their children.
- 6.6 The operational RDVU team model will take the following structure:
 - One NCO/Officer in Charge from a designated policing agency
 - One VVTHS Program Director
 - One MCFD clinical supervisor
 - Three police officers partnered with two VVTHS victim service workers and one MCFD child welfare worker
- 6.7 Governance of the RDVU and coordination of the operational RDVU team will be supported and facilitated through the following:

A. Joint Staff Selection:

Selection of the NCO/Officer in Charge will be undertaken by the Steering Committee.

Selection of the RDVU team police officers, victim service workers and MCFD child welfare worker will be undertaken jointly by the Operational Managers. Staff selection processes of each agency will vary and Operational Managers should consult with one another before these processes begin to determine the level of involvement of each Manager. It is agreed that at a minimum, a potential candidate identified by any one Operational Manager will be subject to a suitability assessment and approval by all Operational Managers before a final selection is made.

B. Supervision and Direction:

Each Operational Manager is the immediate line of authority for their respective staff and responsible for their supervision.

Although not responsible for supervision of all RDVU team members, the NCO/Officer in Charge does provide day-to-day direction and support to VVTHS victim service workers and the MCFD child welfare worker as it relates to overall RDVU case management (e.g. setting priorities, case assignment etc.) in order to maintain the effective operation of the RDVU.

All matters relating to the CFCSA and requiring delegated authority are the sole responsibility of the MCFD Clinical Supervisor and the MCFD Manager.

The NCO/Officer in Charge, VVTHS Program Director and the MCFD Clinical Supervisor will consult and provide joint supervision, direction and support for the RDVU team as needed and where appropriate to ensure coordinated file planning and service delivery.

Operational Managers will seek input for performance reviews of their respective staff from other members of the RDVU team.

C. Collaborative Administration:

Successful operation of the RDVU is the responsibility of the NCO/Officer in Charge, the VVTHS Program Director and the MCFD Clinical Supervisor and therefore decisions impacting the operation of the RDVU will be made jointly.

To support joint decision-making and collaboration, Operational Managers will meet regularly. Matters which should be addressed jointly can include, but are not limited to, the following: file reviews, development of best practices, training, and resource or partnership challenges.

D. Collaborative Case Management

Independent contribution and mutual discussion is important to the development of a responsive plan in high risk domestic violence cases. The VVTHS victim service workers, police officers and MCFD child welfare worker will plan their interventions with victims and their children jointly.

The operational RDVU team will meet as needed to discuss day-to-day operational issues impacting the delivery and coordination of services.

7.0 LOCATION AND OPERATION OF THE PROGRAM

- 7.1 The day-to-day operation of the RDVU will be conducted out of the Saanich Police Department. The police officers, VVTHS victim service workers and MCFD child welfare worker will be co-located within the Saanich Police Department.
- 7.2 The RDVU will operate independently from other partnership models that exist within the Saanich Police Department and other Capital Regional District police departments/detachments.
- 7.3 Schedule "A" forms part of this agreement and provides details with respect to resource and financial commitments of the participants towards the operation of the RDVU.

8.0 INFORMATION SHARING

- 8.1 In high risk domestic violence cases the sharing of certain victim and accused/offender personal information among the members of the RDVU team is necessary to protect the victim, their children and others who have been identified as being at high risk for future violence or death through the actions of the accused/offender.
- 8.2 Generally, consent is required before personal information regarding an individual can be disclosed; however, applicable legislation allows information to be shared without consent in certain situations including, but not limited to, the following:
 - A. **Federal Privacy Act** [s. 8.2 (m)] - where in the opinion of the head of the institution, the public interest in disclosure clearly outweighs any invasion of privacy that would result from disclosure or disclosure would clearly benefit the individual to whom the information relates.
 - B. **Freedom of Information and Protection of Privacy Act** [s. 33.1(1) (m)] - if the head of the public body determines that compelling circumstances exist that affect anyone's health or safety.
 - C. **Freedom of Information and Protection of Privacy Act** [33.2 (d)] - if the information is necessary for the delivery of a common or integrated program or activity.
 - D. **Child, Family and Community Services Act**: [s. 79 (a) or (a.1)] - if the disclosure is necessary to ensure the safety or well-being of a child, or of a person, other than a child.

- 8.3 Under this agreement, where members of the RDVU team are collecting personal information without consent, the authority to collect this information indirectly under is found in the following legislative provisions:
- A. **Federal Privacy Act [5(3)(b)]** - provides an exception to the collection of personal information directly from the individual to whom it relates if doing so defeats the purpose or prejudices the use for which the information is collected.
 - B. **Freedom of Information and Protection of Privacy Act [27(1)(c)(iv)]** - allows for the indirect collection of personal information if the information is collected for the purpose of law enforcement.
 - C. **Freedom of Information and Protection of Privacy Act [27(1)(b)]** - allows for the indirect collection of personal information if the information may be disclosed to the public body under section 33 to 36.
 - D. **Child, Family and Community Services Act [96(2.1)]** - A public body that has custody or control of information to which a director is entitled under subsection (1) must disclose that information to the director.
- 8.4 Information sharing in accordance with the above legislative provisions or with consent will be conducted in accordance with each respective agency's policies regarding collection, use and disclosure of personal information.
- 8.5 RDVU police officers will share relevant information with the VVTHS victim service workers and the MCFD child welfare worker that is necessary in order to mitigate risk, manage victim and child safety and facilitate effective service delivery including, but not limited to the following:
- A. The victim's name and contact information
 - B. Details of the incident
 - C. Special circumstances such as language requirement or cultural concerns
 - D. Information regarding risk factors
 - E. Investigation/Case status
 - F. Other information determined relevant to victim and child safety
- 8.6 VVTHS victim service workers will share relevant information obtained through the course of working with the victim where the disclosure of this information is necessary to prevent the risk of serious harm to the victim or others at risk including children, family members, the public, the police, the MCFD child welfare worker or the VVTHS victim service worker. This information will be shared with the police officers and where children are involved, with the MCFD child welfare worker.

8.7 The MCFD child welfare worker will share relevant information with the police officers and the VWTHS victim service worker that is necessary in order to mitigate risk and manage victim and child safety.

8.8 Subject to constitutional and legislative obligations to disclose where those obligations exist, all information disclosed and received by RDVU members in accordance with this agreement is received in confidence.

9.0 SECURITY AND ACCESS

9.1 VWTHS victim service workers and the MCFD child welfare worker working in the RDVU will hold Enhanced Security Clearance to enable them to operate within the Saanich Police Department.

9.2 VWTHS victim service workers and MCFD child welfare worker are not authorized to access police information systems such as PRIME.

10.0 CLIENT FILE MANAGEMENT

10.1 Client files opened by VWTHS victim service workers are under the control of the agency of which they are employed. VWTHS client files do not form part of the police investigative file. VWTHS client files opened in relation to RDVU cases are stored in the police department, but are stored separately from police files and are accessed only by VWTHS victim service workers¹.

10.2 Client files opened by the MCFD child welfare worker are under the custody and control of MCFD. MCFD files do not form part of the police investigation file. MCFD client files opened in relation to RDVU cases are maintained in the police department and on MCFD's data collection system (MIS-SWS) and accessed only by the MCFD child welfare worker.

11.0 DISPUTE RESOLUTION

11.1 Where a dispute arises between the Parties in relation to any aspect of the RDVU, including the day-to-day operation of the program, staffing issues etc., the participants agree that the matter will first be deferred to the Steering Committee to undertake efforts to resolve the issue before any unilateral action is taken.

11.2 Should the issue not be resolved by the Steering Committee, the participants agree to undertake joint meeting(s) with appropriate senior level representatives before taking any action.

¹ Criminal court disclosure requirements do not apply to VWTHS client files stored within the police department. Victim Service file materials are neither investigational nor prosecutorial in nature and therefore, client files and/or materials housed within the police department and stored separately from the police investigation file are not required to be disclosed (Regina v. Pasmien 2002 BCSC).

12.0 TERM, AMENDMENT AND TERMINATION OF THIS AGREEMENT

- 12.1 The term of this agreement commences when all participants have signed and continues until December 31, 2011, subject to Sections 12.3 and 12.4.
- 12.2 The participants will meet in a reasonable period of time prior to the expiration of this agreement to discuss its renewal, extension or replacement.
- 12.3 This agreement may be amended by mutual written agreement of the participants.
- 12.4 Any of the participants to this agreement may terminate participation in this agreement upon providing 30 days written notice to the other participants of their intention to terminate this agreement.

13.0 ACCEPTANCE

- 13.1 The participants confirm their agreement with the foregoing provisions on the dates set out below by signing, dating and executing all copies of the agreement in the space and manner indicated below. A signed copy will be provided for the records of each participant.

For the Saanich Police Department



Chief Constable Michael Chadwick

For the Victoria Police Department



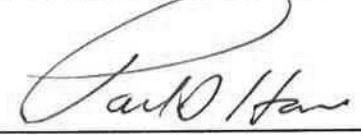
Chief Constable Jamie Graham

For the Oak Bay Police Department




Chief Constable ~~Derek Egan~~
Mark Fisher

For the Central Saanich Police Service



Chief Constable Paul Hames

For the RCMP "E" Division (West Shore RCMP, Sidney/North Saanich RCMP and Sooke RCMP)



Wayne Rideout c/sup for
Peter Hourihan, Deputy Commissioner
Commanding Officer "E" Division

For the Victoria Women's Transition House Society



Carolyn Fast, Executive Director

For the Ministry of Children and Family Development



Tom Webber, a CFCSA Designated Director for Vancouver Island

SCHEDULE A - RDVU Resource and Financial Commitments

A. POLICE PARTNERS

1. Saanich Police Department and West Shore RCMP each contribute one police member to the RDVU. Victoria Police Department contributes two police members. This commitment includes: a cell phone, Crest radio and laptop computer for each of the dedicated police members.
2. Sooke RCMP, North Saanich RCMP, Sidney RCMP, Oak Bay Police Service and Central Saanich Police will cost share the following operational costs associated with the RDVU:

1	Two vehicles plus maintenance, insurance and fuel for both vehicles	\$53,000
2	Half time administrative support	\$30,000
3	Miscellaneous administrative supplies	\$ 1,000
4	Investigation overtime	\$ 4,000
	TOTAL:	\$88,000

3. The following cost sharing formula will be used:

Police Agency	Members	Percentage
Oak Bay	23	28.4%
Central Saanich	23	28.4%
Sidney	14	17.28%
North Saanich	11	13.58%
Sooke	10	12.34%
TOTAL:	81	100%

4. Where a high-risk domestic violence case has been referred to the RDVU, the policing jurisdiction where the file originates will remain responsible for

extraordinary costs associated to the investigation such as investigative overtime and surveillance overtime.

5. The Saanich Police Department will provide the facilities and IT support for the RDVU at no cost. This will include suitable desks, no cost parking, network access and desk phones.

B. VICTORIA WOMEN'S TRANSITION HOUSE SOCIETY (VWTHS)

1. The VWTHS will provide two full-time (35 hours per week) victim service workers dedicated to the RDVU.
2. Supervision of the workers will be provided by and is the responsibility of the VWTHS Program Director.
3. The VWTHS will provide back-up coverage for the full-time workers for planned and scheduled absences (e.g. holidays, training etc.)

C. Ministry of Children and Family Development (MCFD)

1. MCFD will provide one full-time (35 hours per week) delegated ministry child welfare worker dedicated to the RDVU.
2. Clinical supervision of this worker will be provided by MCFD and is the responsibility of the MCFD Manager.
3. MCFD will provide back-up coverage for the full-time worker for planned and scheduled absences (e.g. holidays, training etc.)