



Date: 2013-06-07

Ref: 211229

To: Maureen Heels, Headquarters Office Manager, Ministry of Justice, 8th Floor, 1001 Douglas Street, Victoria, BC V8W 2C5

Re: MOU Child Protection Mediation Services

As requested by Andrea Clarke of your office, please find enclosed 2 copies of the MOU between the Justice Services Branch, Ministry of Justice and the Ministry for Children and Family Development which have been signed on behalf of the Ministry for Children and Family Development by Doug Hughes.

Please arrange for Jay Chalke to execute on behalf of the Ministry of Justice and return one fully executed copy to my attention.

If you have any questions please do not hesitate to contact me.

Faye McClinton
Executive Coordinator

Enclosures (2)

CHILD PROTECTION MEDIATION SERVICES

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made as of the 12th day of June, 2013.

BETWEEN

**THE JUSTICE SERVICES BRANCH, MINISTRY OF JUSTICE
("JSB")**

AND

**THE MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT
("MCFD")**

**FOR THE PROVISION OF CHILD PROTECTION MEDIATION SERVICES DURING
FISCAL YEAR 2013/2014**

WHEREAS:

- A. JSB and MCFD jointly manage the provision of child protection mediation services in the Province of British Columbia; and
- B. JSB provides mediation services under Section 22 of the *Child Family and Community Services Act* and Section 9 of the *Child, Family and Community Service Regulation (BC Reg. 527/95)*.

This Memorandum of Understanding sets out the expectation of the parties with respect to:

- a. The anticipated mediation resources required to support MCFD's child protection mediation needs for fiscal year 2013/2014.
- b. The annual financial commitment by MCFD to fund the child protection mediation services provided by JSB.
- c. The services to be delivered by JSB to MCFD, with standards of performance.
- d. The roles and responsibilities of JSB and MCFD in the planning and delivery of the agreed services.

THEREFORE, JSB and MCFD AGREE AS FOLLOWS:

DEFINITIONS

1. In this Memorandum, unless the context otherwise requires, the following definitions will apply:
 - (a) "Annual Fee" means the fixed annual fee payable in accordance with paragraphs 24 through 29 with respect to the provision of child protection mediation services.
 - (b) "Annual Rate" means the dollar rate associated with a Child Protection Mediation Service Provider used to determine the cost of services delivered as part of an agreed Annual Fee.
 - (c) "MCFD Contact" and "JSB Contact" means the public official who is the primary contact in MCFD and JSB respectively for issues relating to the delivery of services under this Memorandum.
 - (d) "Hourly Rate" means the hourly dollar rate associated with a Child Protection Mediation Service Provider used to estimate the cost of services delivered as part of a file/case agreed to be subject to hourly rates.
 - (e) "Child Protection Mediation Service Provider" means a qualified mediator as designated by JSB and MCFD, operating independently of the government of British Columbia.
 - (f) "Roster" means the complete listing of Child Protection Mediation Service Providers on contract with JSB.
 - (g) "Delegated Aboriginal Agency" means Aboriginal Child and Family Service Agencies who have a formal Delegation Enabling Agreement given by the Provincial Director of Child Protection (the "director" in CFCSA) to provide child protection services under the "CFCSA" legislation.
 - (h) "Travel costs" means travel by JSB staff acting on behalf of MCFD only if the travel is requested by MCFD or is necessary for the performance of child protection mediation services required by MCFD.
 - (i) "Operational costs" includes telephone, facsimile, photocopier, postal and office supplies provided by JSB to manage the Child Protection Mediation Service Providers.
 - (j) "Occupancy costs" includes the costs of renting or leasing additional space if such space has been approved by MCFD and is required for a specific case or project.
2. For the purpose of this Memorandum, "MCFD Contact" is:
 - (a) Faye McClinton, Office of the Provincial Director and Aboriginal Services
 - (b) Shane DeMeyer, Director of Corporate Services

3. For the purpose of this Memorandum, "JSB Contacts" are:

- (a) Andrea Clarke, Senior Policy Analyst; and
- (b) Naomi Lester, Resource Manager.

Duration of the Memorandum

- 4. This Memorandum is for the fiscal year 2013/2014 and may be reviewed on the request of JSB or MCFD.
- 5. Any additions or modifications to this Memorandum must be agreed to in writing.
- 6. Approximately four (4) months prior to the expiry of this Memorandum, the parties will commence discussions with a view to entering into a Memorandum for the following fiscal year.
- 7. The parties anticipate future growth of Child Protection Mediation and may open discussions regarding respective resource needs to adequately support the administration and management of the Child Protection Mediation Service Providers and involvement in program initiatives and projects.

Services and Responsibilities

- 8. JSB will provide MCFD with the following services:
 - (a) Management of Child Protection Mediation Service Providers, on a contractual basis with JSB.
 - (b) Establish and manage a Child Protection Mediation Roster of mediators who meet the required qualifications to provide Child Protection Mediation Services.
 - (c) Setting standards for and monitoring the professional qualifications, standards, and ongoing professional development of Child Protection Mediation Service Providers.
 - (d) Advise and assist MCFD with Child Protection Mediation Program design, implementation, evaluation and training.
- 9. JSB will provide dedicated administrative support and senior policy analyst staff resources to administer the Child Protection Mediation program.
- 10. MCFD will ensure that any plans or documents including draft service plans or budget information that may affect the provision of child protection mediation services will be made available to JSB to support the assessment of MCFD's child

protection mediation needs. The MCFD and JSB will conduct a joint assessment of mediation needs annually.

11. MCFD will include JSB in the planning, implementation, evaluation, training, education, promotion, and development of policy and standards pertaining to mediation programs and services.

Admission of Child Protection Mediation Service Providers to Roster

12. The appropriate JSB Key Contact will manage the procedures to admit Child Protection Mediation Service Providers to the Roster at his/her discretion and in consultation with MCFD using government procurement procedures in the recruitment and selection process. JSB will manage the recruitment and selection, including assessment of qualifications, and provide an Orientation session to Child Protection Mediation Service Providers on admission to the Roster. MCFD will participate in selection and orientation activities.
13. The need for expansion of the Roster will be agreed upon by the parties and appropriate resources allocated accordingly.

Delegated Aboriginal Agencies

14. MCFD and JSB will plan for expansion of the services to Delegated Aboriginal Child and Family Services Agencies. MCFD has agreed to fund mediation services provided under s.22 of the *CFCSA* that are utilized by a Delegated Aboriginal Child and Family Services Agency.
15. Delegated Aboriginal Agencies will only use Child Protection Mediation Service Providers that are on the Roster for s.22 mediations.

Referrals and Use of Services

16. MCFD will select Child Protection Mediation Service Providers from the Roster and refer mediation cases directly to the Child Protection Mediation Service Providers to engage services.
17. MCFD will provide Child Protection Mediation Service Providers with case information at the time of referral for services, in accordance with information and privacy requirements.
18. MCFD will only contact and retain Child Protection Mediation Service Providers on the Roster.

Contract and Financial Management

19. JSB will provide contract and financial management, administration and reporting support to administer the Child Protection Mediation Program as follows:
 - a) enter into contracts for services with each Child Protection Mediation Service Provider for the period of April 1, 2013–March 31, 2014;

- b) ensure that all Child Protection Mediation Service Providers will report to and submit invoices and case management reports to a JSB Contact;
- c) monitor compliance with all provisions of the Child Protection Mediation Service Provider contract for services;
- d) verify and certify Child Protection Mediation Service Provider invoices for payment in compliance with billing guidelines and provisions of the contract for services;
- e) issue payment to Child Protection Mediation Service Providers and recover these costs from MCFD through a journal voucher to a designated MCFD contact, including mediation used by Delegated Aboriginal Agencies;
- f) provide appropriate financial management controls to ensure mediation services are expended within the identified financial commitment of MCFD to fund mediation services. Documentation, including contracts, invoices and receipts will be made available to MCFD upon request for audit purposes; and
- g) issue a Statement of Accounts quarterly in arrears and journal vouchers quarterly in arrears.

Estimating Assumptions and Service Level

- 20. JSB and MCFD have jointly assessed MCFD's child protection mediation needs for the fiscal year 2013/2014 and have estimated that 1000 mediation referrals and resulting mediation sessions of Child Protection Mediation Services are required to be provided by JSB.
- 21. In reaching this estimate, the parties assume that the hourly rate for each Child Protection Mediation Service Provider will remain constant and will not increase during the fiscal year 2013/2014. In addition, the parties assume that the estimated number of mediation hours will remain constant and will not increase during the fiscal year 2013-2/2014. In the event that the number of hours of required mediation service increases beyond 1000 referrals and mediation sessions, an additional annual fee will be negotiated between JSB and MCFD.

Reporting

- 22. JSB will provide the following reports to MCFD on a quarterly basis:
 - a) Tracking reports for Annual Fee work, with original annual budget and usage to date information. Any major variance will be dealt with as an adjustment, as set out in the Service Issues Management paragraph 21 of this Memorandum.
 - b) Tracking reports for Hourly Rate work, with original estimate and usage to-date information. A JSB Key Contact will discuss any major variances with an MCFD Key Contact.
 - c) Statement of Account by Service Delivery Area charging the quarterly amount due by each Child Protection Mediation Service Provider. This will be done through invoices.
 - d) Journal voucher charging the quarterly amount due by each Child Protection Mediation Service Provider.

- e) Mediation activity summary reports by province and Service Delivery Area provided on a monthly basis from a mediation activity data base maintained by JSB to authorized users in MCFD per s.22 and 23 of this agreement. Detailed information from the data base is provided to authorized personnel in MCFD Provincial Office.
- f) Other reports as agreed to by JSB and MCFD.

Service Issues Management

21. JSB and MCFD agree to identify service delivery issues as early as possible and attempt to resolve them at the working level of JSB and MCFD Contacts. In the event that a matter cannot be satisfactorily resolved at the working level, the following procedure will be used:
- a) The matter will be referred to the Executive Director, Family Justice Services Division, JSB and the Director, Practice Support, Child and Family Development Services, MCFD to resolve the issue.
 - b) If the matter is not satisfactorily resolved it will then be brought to the attention of the respective Assistant Deputy Ministers who will attempt to resolve the issue.
 - c) If the matter remains unresolved, the Deputy Attorney General and the Deputy Minister of MCFD will discuss the issue in order to find a resolution.

Information Sharing

22. JSB will manage a mediation tracking system and data base (Mediation Data System) and will provide monthly reports to MCFD. MCFD will provide JSB with any analysis and/or reports derived from such JSB data.
23. JSB and MCFD have executed an Information Sharing Agreement regarding terms and conditions of the exchange of certain personal information (regarding paragraph 22), in compliance with the *Freedom of Information and Protection of Privacy Act*. The executed Information Sharing Agreement will be reviewed and updated as required during this year.

Funding

24. For Child Protection Mediation services provided by JSB, MCFD will reimburse JSB fees for Child Protection Mediation Service Providers at an hourly rate of \$90.00 or \$95.00 as well as disbursements.
25. MCFD will reimburse JSB for disbursements incurred in the provision of Child Protection Mediation services on behalf of MCFD including travel costs, operational costs, occupancy costs, and expenses necessarily incurred by Child Protection Mediation Service Providers, as authorized by the provisions of any written Contract between JSB and a Child Protection Mediation Service Provider.

26. MCFD will make an **annual funding commitment of \$1,200,000** for Child Protection Mediation Services, which includes the hourly Child Protection Mediation Rate of \$90 or \$95 and disbursements incurred by JSB as set out in paragraphs 24 and 25.
27. MCFD and JSB will monitor major changes to the levels of child mediation protection services through the tracking and reporting procedures described in paragraph 21.
28. In the event that an adjustment to the annual funding commitment is required as a result of substantial variations from the estimated service level number of hours provided by Child Protection Mediation Service Providers described in this Memorandum, either party to this Memorandum is entitled to request such adjustment. The parties will then agree to an appropriate adjustment to account for such under-estimation or over-estimation.
29. Should MCFD wish to increase the child protection mediation resources provided under the Annual Fee during the period of this Memorandum, a request should be made to JSB Contact.

Signatures

30. This Memorandum is effective on the date it is signed by the duly authorized representatives of JSB and MCFD and remains in effect until March 31, 2013. The parties intend to be legally bound by this Memorandum.

Signed on behalf of the Ministry of Children and Family Development
on the 6th day of June, 2013 by:



Doug Hughes
Provincial Director of Child Welfare and
ADM Office of the Provincial Director and Aboriginal Services Division
Ministry of Children and Family Development

Signed on behalf of Justice Services
Branch, Ministry of Justice
on the 12th day of June, 2013 by:



Jay Chalke
Assistant Deputy Minister
Justice Services Branch
Ministry of Justice

