

WORKING RELATIONSHIP AGREEMENT

Made on September 30, 2015 (date) between:

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR,
as represented by the Minister of the Department of Child, Youth and Family Services
("CYFS")

and

SHESHATSHIU INNU FIRST NATION, as represented by its Chief
("SIFN")

and

MUSHUAU INNU FIRST NATION, as represented by its Chief
("MIFN")

and

INNU ROUND TABLE SECRETARIAT, a body corporate,
("IRTS")

WHEREAS

- The parties wish to build their relationship in the best interests of Innu children and youth;
- The parties seek to improve upon the work they started together under the MOUs signed between CYFS and each of the First Nations on November 6, 2012;
- The parties recognize that the Innu are working towards self-government and Innu-led service delivery in child protection and other services, and see greater cooperation between the parties and greater involvement of Innu Staff with CYFS Staff as helpful steps in that journey and want to outline in this document how to share information and work together to help families in the Innu communities;
- The IRTS is a body corporate created by the Innu to jointly undertake some of its child and family prevention services as well as work in child protection cases with the SIFN and MIFN staff;
- There is important work that Innu and CYFS want to do together to further the above goals:
 - ss. 4-7 establish a priority Out-of-Community Review to discuss the children and youth who are placed outside the community and look for ways to assist in bringing children and youth home where possible;
 - ss. 8-11 establish a Joint Committee, operating in each Innu community, to provide an opportunity for regular discussions of systemic issues and collaboration on pro-active responses;

- ss. 12-19 establish a notification and case planning process to guide the ongoing day-to-day connection between CYFS staff and Innu staff, and ensure opportunities for Innu contribution to CYFS decisions about individual Innu children and youth; and
- ss. 20-23 establish a system for engagement between Innu-led prevention work and CYFS and its legislative mandate, including opportunities for bringing forward concerns for at-risk pregnant women;

The parties have therefore made this Agreement:

Introduction

1. In 2011, the Innu proposed a community-based comprehensive approach to Innu healing and that this would be co-ordinated through the Innu Round Table. This work resulted in the Innu Healing Strategy (2014). Some of the principles outlined by the Innu are relevant to the work being done under this Agreement. Those principles include:
 - a. if true healing of social and health problems (and other ills) is to occur, individuals, families, and communities must be engaged as ready and willing participants (p.3);
 - b. healing must be built from the ground up, with Innu families as the focus (p. 5);
 - c. critical changes are needed to external non-Innu services as well as to Innu institutions and procedures (p. 5);
 - d. SIFN and MIFN community members identified needs not being adequately addressed through existing healing programs to include: addictions, limited training/mentorship, recreation programs for children and youth, teen pregnancy and abuse, among others (p.8);
 - e. we are committed to the mission to rebuild healthy, sustainable, and resilient Innu communities (p. 10);
 - f. we honour the Innu Healing Values of respect, trust & honesty, cooperation, family, and nature (p. 12).
 - g. To maximize Innu family integrity, while reducing risk to Innu children and families; and
 - h. To help Innu capacity building and develop Innu organizations within the framework of the Innu Healing Strategy.

2. Under the current framework the parties acknowledge that:
 - a. CYFS is responsible for child protection under provincial legislation. While this Agreement seeks to ensure that Innu staff can make a meaningful contribution to CYFS decision-making, CYFS will remain solely responsible to make decisions as required under their governing legislation and policy, including urgent decisions;
 - b. SIFN, MIFN and their joint body the IRTS are progressively assuming responsibility for prevention and family support. There is no provincial or federal legislation on those matters. This Agreement does not alter that arrangement or expand the mandate of CYFS; and
 - c. CYFS will work with the Innu in order to share their expertise and knowledge in the area of child protection and assessment and reduction of risk to families, and in this way assist to build Innu capacity in this area.

3. The term “case planning” is used in this Agreement. This means that the parties will:
 - a. Share ideas and information openly and respectfully using the mutually-agreed case planning protocols set out in this Agreement and any further mutually-agreed details that may be set in the Working Relationship Agreement Service Delivery Handbook (Innu Zone) (“the Handbook (Innu Zone)”);
 - b. Value each other’s perspectives and knowledge and be open to learning new things and to changing one’s own opinion;
 - c. Learn about and seek to understand each other’s roles, policies, cultures, perspectives and experiences;
 - d. Use their best efforts to build toward consensus within the scope of the current framework set out in section 2(a) that the parties are working under, and use their best efforts to implement those actions or decisions which are agreed. “The Handbook (Innu Zone)” will further outline their expectations in how this will be operationalized; and
 - e. Remain open to ongoing communication, reconsideration of decisions and new decisions at a future time, as long as the case is ongoing.

Out of Community Review

4. As their first priority, the parties will conduct a review of the Innu children and youth now placed outside of their home communities (“Out-of-Community Review”). The Review will begin as soon as possible. The scope of the Review includes all Innu children and youth in care or custody outside of their home community through CYFS, whether in temporary, continuous custody, or by consent, including those children and youth who are the subject of active court proceedings or otherwise.
5. The goals of this Out-of-Community Review are:
 - a. For CYFS to inform representatives for SIFN, MIFN and IRTS about the circumstances that have led to the current situations for the affected children and youth;
 - b. For CYFS to advise representatives from SIFN, MIFN and IRTS about their current plans for these children and youth and any alternatives available to the knowledge of CYFS;
 - c. For SIFN, MIFN and IRTS to provide relevant information they may have regarding the child or youth and alternatives available to their knowledge;
 - d. For the parties to discuss the individual case of each Innu child or youth now placed outside of their home community, and try to build toward consensus on the best course of action;
 - e. For the parties to discuss the systemic issues arising from these cases, and try to reach consensus on actions and/or recommendations to be made to reduce the need for out of community placements.
6. Where a new course of action is agreed upon during the Out-of-Community Review, the parties will implement those changes to the best of its abilities, barring unforeseen changes in circumstances.
7. The Out-of-Community Review will produce a joint summary report that will be made available to SIFN and MIFN leadership and staff. The report will include:
 - a. anonymous statistics on the case review process and its outcomes;

- b. the actions and recommendations that were developed; and
- c. a brief summary of the report that is able to be shared in the community, while ensuring the confidentiality of the families affected.

Joint Committees

- 8. A Joint Committee will be created in each of SIFN and MIFN with the following participants:
 - a. the Innu Zone Manager and Regional Director of CYFS, and any other representative(s) determined by CYFS;
 - b. the CYFS Transition Coordinator of the IRTS, and any other representative(s) determined by IRTS;
 - c. for the Joint Committee in Sheshatshiu, the SIFN Social Health Director, and any other representative(s) determined by SIFN; and
 - d. for the Joint Committee in Natuashish, the MIFN Health Commission Director, and any other representative(s) determined by MIFN.
- 9. The Joint Committee for SIFN will meet quarterly in Sheshatshiu and the Joint Committee for MIFN will meet quarterly in Natuashish. Additional meetings can be scheduled in cases where an urgent need to meet sooner is agreed upon by the parties. Meetings may be held by conference call if necessary, but the parties will try to meet in person as often as possible. If all parties agree, arrangements may be made in special cases to hold the Joint Committees together in one place.
- 10. The goals of the Joint Committees are:
 - a. To build better understandings of resources currently available within the Innu communities or currently accessible by CYFS or Innu service providers. At a minimum, the parties will create a resource binder (with a copy for each party), exchange organizational charts and staff contact information, and update those documents annually, or more often if significant changes occur;
 - b. To develop staff training, orientation and ongoing professional development including community integration. At a minimum, the parties will arrange for training of their respective staff on this Agreement, ideally in joint sessions;

- c. To discuss systemic issues arising from child protection matters, including pressure points, source of conflict, trends, and any other concerns of any party;
 - d. To promote the coordination of services, including the smooth and effective operation of case planning;
 - e. To identify gaps in services that could help improve child protection or could reduce the need for and level of intervention required in child protection;
 - f. To explore human resources needs and opportunities, including by promoting opportunities for Innu persons;
 - g. To consider special projects, such as research or other initiatives; and
 - h. To address any other matter for the best interests of Innu children and youth or for improvement of the relationships among the parties.
11. The Joint Committee will operate by trying to reach consensus on any actions and/or recommendations to be made. Where a new course of action is agreed upon, the parties will implement those changes to the best of its abilities, barring unforeseen changes in circumstances.

Notice and Case Planning Process

12. This Agreement establishes a process for ongoing day-to-day contact and discussions between CYFS staff and the applicable Innu staff (i.e. SIFN Social Health staff, MIFN Health Commission staff, and IRTS staff) about individual CYFS child protection cases. A chart outlining this process is provided in “the Handbook (Innu Zone)”, which will be developed in consultation with and subject to the consent of the Innu parties.
13. The goals of this process are:
- a. To develop better communication and better relationships between CYFS and Innu communities and organizations, in particular for SIFN Social Health staff, MIFN Health Commission staff, and applicable IRTS staff;
 - b. To ensure that applicable Innu staff have opportunities to be notified about CYFS involvement, contribute to and be meaningfully involved in CYFS decisions about Innu children and youth;

- c. To share across CYFS and applicable Innu staff the best information and fullest range of knowledge that may affect the best interests of Innu children and youth;
 - d. To promote increased CYFS understanding of Innu perspectives, culture, circumstances, knowledge and experiences, and to promote increased Innu understanding of the current child protection framework;
 - e. To share CYFS knowledge and experience in child protection, and in that way assist Innu staff to develop their own knowledge and capacity in child protection services.
14. **Client Consent:** CYFS will implement a system for routinely seeking client consent to share information with Social Health staff of SIFN, Health Commission staff of MIFN, and/or applicable staff of IRTS. Where client consent is provided, CYFS will share relevant information about that client including by engaging in case planning. The Innu First Nations will encourage community members to provide consent to share information.
15. **Opportunities for Contact:** As soon as possible at the following points, if there is client consent or if s. 73 of the *Children and Youth Care and Protection Act*, c. C-12.2, SNL 2010, as amended, applies, CYFS will initiate contact with the designated Innu representative(s) as outlined in “the Handbook (Innu Zone)”:
- a. When a referral to CYFS occurs, including a child protection report;
 - b. When a new court application is being prepared;
 - c. When preparing a Plan for the Child;
 - d. When preparing a Safety Plan;
 - e. When removal is being considered (or in urgent cases, has occurred); and
 - f. When a change of placement is being considered (or in urgent cases, has occurred);
 - g. When the consent of the Innu Zone Manager to an adoption is being considered, and before such consent is given.

16. **Case Planning:** Once notified, if the applicable Innu staff decide to engage in case planning, CYFS will provide the key information available at that time. Key information includes information on what has occurred, ideas on how CYFS believes Innu staff involvement may assist in resolving an issue or impacting the course of action being considered by CYFS, whether removal from the community is at issue, and any timelines that apply to CYFS's need to take action or make a decision.
17. Where an urgent removal has occurred prior to notifying the designated Innu representatives, and Innu staff are willing to participate in case planning, the parties will use their best efforts to arrange case planning as soon as possible, and at least within 72 hours after the removal occurred.
18. If Innu staff do not want to or are unable to engage in case planning at time of contact pursuant to ss. 16 or 17, above, CYFS will continue with its work, and maintain the client consent on file, and respond to requests for information about the case or requests for case planning as outlined in this Agreement and in "the Handbook (Innu Zone)".
19. The parties commit to further outline in detail how notice and case planning will be operationalized in "the Handbook (Innu Zone)".

Prevention Services and Engagement with CYFS

20. In the course of offering prevention and/or family support services, and subject to capacity, SIFN, MIFN and IRTS will consider opportunities for pro-active engagement with CYFS in appropriate cases with client consent. Subject to capacity, SIFN Social Health staff, MIFN Health Commissions staff, and applicable IRTS staff will implement a system for routinely seeking client consent to share information with CYFS, and will reach out to primary health and public health staff for appropriate referrals. Where client consent is provided, SIFN Social Health staff, MIFN Health Commission staff, and applicable IRTS staff will share relevant information about that client with CYFS.
21. In particular, if Innu staff engaged in prevention and/or family support services are aware that a woman is pregnant and have concerns about the expected child, or are aware that CYFS has concerns about the mother or family, the staff will, in the course of offering their services, and subject to capacity:
 - a. Seek the client consent of the mother to share information with CYFS; and

- b. If client consent is obtained, work with the mother to identify and prepare a plan for supports and services as needed and present the plan to CYFS for consideration.
22. If CYFS is approached by Innu staff in a situation described above, CYFS will participate in case planning and discussions, try to build toward consensus about the situation and indicate whether, in the opinion of CYFS, the mother's plans to care for her expected child are protective, barring receipt of new information or unforeseen changes in circumstances.
23. This Agreement does not alter the duty imposed on all persons by provincial legislation to report situations where a child (who, for greater certainty, is a living child who has been born), is or may be in need of protective intervention and does not alter the requirement of CYFS to undertake an investigation of any referral and/or to conduct a safety assessment at the time of a child's birth and to act on any findings made at that time.

Confidential Information

24. Information in CYFS files is sensitive, private, and personal and must be kept confidential under prevailing provincial legislation. All information shared under this Agreement about a specific individual or family is considered "Confidential Information". In order to engage in this work together, it is agreed that it is helpful to share this Confidential Information, however, all parties recognise the confidentiality of this information and agree that they will:
- a. Use Confidential Information solely for the purpose of performing duties for the safety, health and well-being of Innu children and youth;
 - b. Treat all information exchanged during the notice and case planning process or that otherwise relates to a specific individual or family as Confidential Information unless it is clearly agreed by all parties receiving information that the information is not confidential;
 - c. Limit access to Confidential Information to people whose duties require that knowledge for the benefit of Innu children and youth through this case planning process;
 - d. Not disclose Confidential Information outside the scope of (c) above, except:

- i. if it is clearly agreed by the parties that the information is not or is no longer confidential;
 - ii. in accordance with the consent of the affected person;
 - iii. when a person who has received Confidential Information seeks legal advice in respect of the parties work or their role and responsibilities under this Agreement; or
 - iv. if required by law.
 - e. Ensure that each person under its authority who has access to Confidential Information:
 - i. Has given a signed Oath of Confidentiality in the form as identified in the Working Relationship Agreement Service Delivery Handbook (Innu Zone); and
 - ii. In the case of a person who will have regular access to Confidential Information, has completed a criminal records check and vulnerable sector records check (including CYFS child protection records check) with results within acceptable standards.
 - f. Avoid conflicts of interest and commit to developing procedures to declare and avoid such conflicts among persons under their authority. Prior to receiving any Confidential Information from CYFS, the applicable staff will identify any potential conflict of interest regarding the individual or family the information is concerning, and discuss same with CYFS staff. If a conflict is recognised that cannot be accommodated under current policy and legislation, arrangements will be made for alternate staff to receive the Confidential Information and engage in case planning.
25. Further detailed requirements of the Government of Newfoundland and Labrador in relation to holding government information, dealing with electronic sharing of information and privacy breaches are outlined in the Working Relationship Agreement Service Delivery Handbook (Innu Zone).
26. Some information held by CYFS may relate to matters under the *Youth Criminal Justice Act* (Canada) and will also be subject to the privacy and confidentiality provisions of that legislation.

27. Due to the legislative mandate of CYFS, Confidential Information received by CYFS will form part of the CYFS file in respect of an individual, family or otherwise, and will be used by CYFS, its minister, executive, directors, employees, agents and service providers in accordance with its governing legislation and policy, including disclosure of information received without notice to the other parties.

General

28. CYFS recognises the need for additional Innu capacity to carry out some of the functions required under this Agreement and is prepared to advocate for federal resources to support Innu delivery of same, and to consider future service agreements with the Innu to provide its own complementary support for Innu service delivery capacity. A pilot project to support a CYFS liaison function will be implemented in the 2015-16 fiscal year and will be subject to review and approval thereafter.

29. This Agreement will come into force upon its last execution by the parties and will remain in effect unless terminated. A party may terminate its participation in this Agreement by providing at least 30 days written notice to the other parties.

30. Notwithstanding section 29, a party may on notice to the other parties immediately suspend this Agreement in the event that another party has breached any of its obligations of confidentiality, security of the information received, or use of the information for a purpose not authorised under this Agreement.

31. The obligations of confidentiality survive the termination or suspension of this Agreement or withdrawal of any party.

32. This Agreement may only be amended in writing signed by the parties.

33. The parties shall not assign this Agreement in whole or in part to any third party without the prior written notice to the other parties.

34. This Agreement replaces the MOUs signed by CYFS and the First Nations on November 6, 2012.

35. This Agreement is made without prejudice to the positions taken by any of the parties in any other forum. It is not to be construed as conferring, recognizing, defining, limiting, abrogating or derogating from any aboriginal, treaty, constitutional or other rights, benefits, claims or privileges of the SIFN, MIFN or Innu Nation. This Agreement

is not a treaty or land claim agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982*.

36. This Agreement is a statement of intent by the parties and is not legally binding nor does it effect a transfer of jurisdiction, program responsibilities, or any other responsibility between or amongst the parties.
37. The parties agree that this is an ambitious agreement and it will be reviewed every six months to ensure its effectiveness in supporting child protection services in the Innu communities.
38. Changes to a party's contact information or representatives may be made upon written notice to the other parties. A party's representative(s) on the Joint Committee, and/or its representative(s) for notice and case planning purposes, and/or its contact information for general purposes including notice under sections 29 and 30, need not be the same people. At this time, the following contacts are designated for general purposes including notice under sections 29 and 30:

For CYFS:

The Minister of Child, Youth and Family Services
c/o the Assistant Deputy Minister (Service Delivery & Regional Operations)
Department of Child, Youth and Family Services
95 Elizabeth Ave., PO Box 8700
St. John's, NL, A1B 4J6
Telephone: (709) 729-3473
Fax: (709) 729-1049
With a copy to the Innu Zone Manager

For SIFN:

The Chief of Sheshatshiu Innu First Nation
c/o the Executive Assistant to the Chief
Sheshatshiu Innu First Nation
PO Box 160
Sheshatshiu, NL, AOP IMO
Telephone: (709) 897-7131
Fax: (709) 497-8502
With a copy to the SIFN Social Health Director

For MIFN:


The Chief of Mushuau Innu First Nation
c/o the Executive Assistant to the Chief
Mushuau Innu First Nation
PO Box 190
Natuashish, NL, AOP 1A0
Telephone: (709) 478-8827
Fax: (709) 478-8833
With a copy to the MIFN Health Commission Director

For IRTS:

The Executive Director of the Innu Round Table Secretariat
211 Peenamin Drive
c/o Sheshatshiu Innu First Nation
PO Box 160
Sheshatshiu, NL, AOP 1M0
Telephone: (709) 497-3855
Fax: (709) 497-3881
With a copy to the IRTS CYFS Transition Coordinator

Signed by the parties as follows:

Sept 30, 2015
Date


HER MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR:
Minister of Child, Youth and Family
Services, having any necessary approval(s)

Sept 30 2015
Date


SHESHATSHIU INNU FIRST NATION:
Chief, having Council approval

Sept. 30/2015
Date


MUSHUAU INNU FIRST NATION:
Chief, having Council approval

Sept 30 2015
Date


INNU ROUND TABLE SECRETARIAT:
A representative having Board approval