

From: [Harvey, Brian](#)
To: [O'Toole, Maggie](#); [Downey, Claudia](#)
Subject: FW: MOU
Date: Thursday, August 9, 2012 12:49:00 PM
Attachments: [MOU Framework v. 2.0 - 09 August \(SM\).doc](#)

Maggie, please TRIM LSDM

Would you both please review by Friday afternoon and provide me with any thoughts or concerns?

Brian RM. Harvey
Director, Policy & Planning - Aboriginal Affairs
Intergovernmental & Aboriginal Affairs Secretariat
Government of Newfoundland and Labrador
(709) 729-1487 (w)
(709) 693-1612 (c)

From: MacDonald, Sheree P.
Sent: 09 August 2012 12:46
To: Mitchell, Kimberley; lyla.andrew@lghealth.ca; Feltham, Charlie; Shallow, Michelle; Goudie, Nina; Osmond, Christine M; Paul, Nancy; Harvey, Brian
Cc: Lundrigan, Wanda
Subject: MOU

Folks here is the new draft.I have made changes throughout .some minor and some major so please read the whole thing carefully as this is our last kick at the can.

1. Lyla, Charlie and Kimberley.I need your advice on how to word the residency part which is highlighted in red and marked xxxx.for example should it say) CYFS Innu Zone, b) Innu Communities or c) List the actual communities.

2. I have removed reference to the Notification Form and Statistics being appendices so that we can change these as needed without affecting the MOU but, contrary to my thoughts last night, I do suggest sending them in draft for the Steering Committee to review because they need to see the context.

3. Lyla, Charlie, Kimberley and Michelle.I have included a concept called Planning Circle to put a more formal structure around those who will have access to the information and should meet to do the planning.does this work for you? I have also included an option to bring the groups back together to work on common issues if needed.

4. I have made it more clear, hopefully, that the Notification Form is for removals/returns and the Statistics will

capture everything.

5. I have injected a couple of waivers.i) to allow the regular sharing of info at the service delivery level to continue and ii) to allow time for us to complete the Notification Forms on all kids currently in care.

6.Areas where we will separate the document so that each group signs their own MOU are left highlighted in yellow

7. Areas where we need to add info are highlighted in red.i) The draft notes we are waiting on some wording from Michelle Kinney for the Land Claims Agreement.Charlie can you follow up on this, and ii) I have added our Privacy Breach Protocol as an Appendix. Nina can you provide me with a draft suitable for attachment here.we can discuss if you need more information.

8. I talked to Christine Osmond about adoption information and she agrees a Zone Manager should certainly be sharing information that s/he is considering placing a child for adoption. However, even afterwards, she is comfortable with providing the profiles of Innu and Inuit children as long as no plans are currently underway or finalized for an adoption.for example where a foster parent is planning to adopt the child or the birth mom has expressed wishes that the child not be adopted into an aboriginal community or that the band not be advised she has had a child. Christine please review these additions and Lyla, Charlie and Kimberley please provide your comments on this approach.

9. I have inserted the types of orders for youth correction.Gina please review these in context to ensure they are Ok. Lyla and Charlie,since this was not in the original statistical information you outline for our form, will there be any difficulty adding this detail?.

11. When this goes to the Innu and Inuit for consideration it will advise that we see this as the corner stone of the new service delivery model for Labrador .i.e. a method of working together on behalf of children and youth.from which all the other components of the model will be generated including best utilization of existing resources, policy refinement/clarification as required, and priorities CYFS will focus on (e.g. special projects). The Working Group will be dissolved and the Planning Circle created to start the real work.CYFS at the HQ and Regional level will be involved in Planning Circle. Innu and Inuit leaders will also be advised that we are open to discussing the inclusion of children not resident in the Innu and Inuit Zone at a later date as phase II once this MOU gets up and running

12.

13. My first thought was that the Steering Committee should stay in place because it provides an opportunity to engage minister of Health and Aboriginal Affairs and this committee could be the focus of the reviews the MOU commits to after the first six months and then yearly. Are there other views on this from anyone involved in the Working Group?

I have identified specific people I would like to hear from on certain topics above but please feel free to comment on any item. If you can get back to me by early in next week, it would be appreciated.

All comments welcome

sheree

**INFORMATION SHARING MEMORANDUM OF UNDERSTANDING (MOU)
FOR PLANNING AND SERVICE COORDINATION**

Between:

Department of Child, Youth and Family Services (CYFS)

And:

Department of Health and Social Development (DHSD)
Nunatsiavut Government

Sheshatshiu Innu First Nation (SIFN)

Mushuau Innu First Nation (MIFN)

Whereas:

- The Parties agree to facilitate sharing of specific information about Labrador **Innu and Inuit** children and youth whose permanent resident is [xxxx] and are currently on the CYFS **Protective Intervention, Youth Services, Community Youth Corrections or Adoption caseloads**. The intention of this MOU is to define the legal authorities and processes for sharing this supplementary information. The goal is to improve planning with respect to the safety and permanent placement of children and youth, as well as to enhance service delivery coordination from all Parties for children, youth and their families.

Now Therefore the Parties Agree:

Definitions

- See Appendix A

Purpose and Scope:

- To facilitates relationship building between the Parties in the best interests of children and youth.
- To ensure **DHSD, SIFN and MIFN** are made aware in a timely and meaningful way of CYFS involvement with their respective members' who are resident in [xxxx].
- To provides for information sharing between the Parties for optimal provision of benefits, entitlements and services by Aboriginal, Provincial and Federal Governments to **Labrador Innu and Inuit** children, youth and families.
- To facilitates the coordination of resources, service delivery and planning in the best interests of the Parties' mutual clients.

- To lay the necessary foundation for joint Special Projects targeting issues of mutual concern to the Parties.
- To mutually provide information through a multipurpose **Notification Form** and **CYFS Program Statistics** to be agreed upon by the Parties.
- To require the **Innu and Inuit Regional Zone Managers** and **Designated Representative** from **DHSD, SIFN and MIFN** to meet (in person whenever possible) every three months at a minimum in a **Planning Circle** which will include select members from the Parties organizations to:
 - analyze the **CYFS Program Statistics** identifying emerging trends or potential projects;
 - review the progress of any special project underway; and
 - discuss planning and service coordination on individual cases.
- To hold more frequent meetings and case conferences on individual cases as necessary.

Authority:

- The legal authorities of the Parties to disclose the information pertaining to Notification and CYFS Program Statistics include the following:
 - CYFS Disclosure– Information may be disclosed in accordance with paragraphs 73(a)&(c) of the *CYCP Act*
 - CYFS Right to Information - Access to information is in accordance with paragraphs 74(1), (2) of the *CYCP Act*
 - CYFS---Nunatsiavut Government - Pursuant to paragraph 74(5) of the *CYCP Act*, “the minister may enter into an agreement with the Nunatsiavut Government with respect to the access to or disclosure of information under this Act”
 - Labrador Inuit Land Claims Agreement (Michelle Kinney will supply section)

Informed Consent:

- Notwithstanding the authority of the Parties to disclose information a **Disclosure Statement** will allow for a **Parent of the Child/Youth** to object to disclosure as per this MOU.
- Objections will be dealt with on a case by case basis within the context of CYFS legislation and the safety, health and well being of the child/youth.

Accountability of **DHSD's, SIFN's and MIFN's** Designated Representative Respecting Shared Information:

- Criminal and vulnerable sector records check (as per **DHSD's, SIFN's and MIFN's** requirements) to be completed on all individuals having access to the information shared.
- Oath of Confidentiality (as per **DHSD's, SIFN's and MIFN's** requirements) to be signed.

- Confidential transmission (e.g. using passwords for email scans) and storage of documents to be established by **DHSD's, SIFN's and MIFN**.
- Conflict of interest procedure to be developed by **DHSD's, SIFN's and MIFN**.
- Advise the **Innu and Inuit** Regional Zone Managers (via email) of the name(s) and positions of the **DHSD's, SIFN's and MIFN's** representative who will be members of the **Planning Circle** and any changes to this membership.
- Sharing of the information, provided by CYFS as part of this MOU, beyond the **Planning Circle** will require the approval of the **Innu and Inuit Regional Zone Manager**.
- Nothing in this agreement is to interfere with the normal information sharing between front line service providers within CYFS and **DHSD's, SIFN's and MIFN's** currently underway on specific cases for the purpose of assessing services.

Information Sharing Process:

- If there is no parental objection to disclosure of information, in the event of a removal of a child/youth from their parents or return to the parents, the Social Worker will complete the **Notification Form** for the **Innu and Inuit Regional Zone Manager** to sign and will transmit to the **Designated Representative** for **DHSD's, SIFN's and MIFN's** within 5 business days of the removal or return of the child/youth.
- The **Designated Representative** will complete applicable parts of the Notification Form providing status information and return to the **Innu and Inuit Regional Zone Manager** within 5 business days of receipt of the **Notification Form**.
- During the initial six months following the signing of this agreement the above timeframes will apply to new cases only and CYFS and the **DHSD's, SIFN's and MIFN's** will work to complete **Notification Forms** during this time period on all existing cases.
- Information on children/youth in care and all other information respecting **Protective Intervention, Youth Services, Community Youth Corrections or Adoption caseloads** will be transmitted by the **Innu and Inuit Regional Zone Manager** in the form of updated **CYFS Program Statistics** with the information outline in Appendix C on a monthly basis to the **Designated Representative** for **DHSD's, SIFN's and MIFN's**.
- The **Innu and Inuit Regional Zone Manager** and **Designated Representative** for **(DHSD's, SIFN's and MIFN's)** will arrange to meet quarterly at a minimum with the **Planning Circle** (in person whenever possible) to discuss the information provided and to plan and coordinate services for children and youth on the CYFS caseload.
- CYFS also reserves the right to bring member of the Innu and Inuit Planning Circles together if the groups are working on similar issues, such as a specific policy, where coordination would be beneficial and more efficient.

Privacy Breach Protocol:

- The Department of Child, Youth and Family Services' Provincial Protocol for Privacy Breaches will be applied with any additional measures required to be determined by the Department in consultation with **Designated Representative**. This policy is attached as **Appendix B**.

Term:

- The effective date of this MOU is the day of signing.
- After 6 months from the effective date, and then every year thereafter, this MOU will be reviewed by the Parties to evaluate compliance and effectiveness and to suggest additions or changes
- **CYFS** may terminate this MOU by giving 30 days notice to **one or all of DHSD, SIFN and/or MIFN**
- **DHSD, SIFN and/or MIFN** may terminate this MOU by giving 30 days notice to **CYFS**

DATED at Happy Valley-Goose Bay in the Province of Newfoundland and Labrador this ___ day of _____ A.D. 2012.

Appendix A Definitions

- “**Child**” means a person actually or apparently under the age of 16 years as per s. 2(1)(c), *Children and Youth Care and Protection Act (CYCP Act)*.
- “**CYFS Program Statistics**” means month end statistics from the **Innu Zone, Inuit Zone Managers** as outlined in **Appendix C** on known, eligible or possible **SIFN/MIFN** children/youth and known, eligible or possible **Inuit child/youth Beneficiaries of the Labrador Inuit Land Claims Agreement** involved with CYFS.
- “**Designated Representative**” means either the **Director of Social Programs** DHSD (or their official designate) or the **Director of Social Health, SIFN (or Delegate)** or **Health Director, MIFN (or their official designate)**.
- “**Disclosure Statement**” means a statement explaining the scope and purpose of this MOU that is provided to a **Parent of the Child/Youth** allowing him/her to object to disclosure of information as per this MOU.
- “**Foster Parent**” means a person with whom a child or youth, who is in the care or custody of a manager and who, by agreement with a manager, has assumed responsibility for the care of the child or youth, and includes a family member or a person significant to the child or youth but does not include the child or youth’s parent.
- “**Regional Zone Manager**” means a Social Worker appointed as a Manager under s.4 of the *CYCP Act* employed by CYFS.
- “**Notification Form**” means the multipurpose form processed by the **Innu and Inuit** Regional Zone Managers and applicable Designated Representative when a known or possible **SIFN/MIFN** child/youth or a known or possible **Inuit child/youth Beneficiary of the Labrador Inuit Land Claims Agreement** is removed under sections 20 & 21 of the *CYCP Act* or returned to their family
- “**Parent of the Child/Youth**” means (i) the custodial mother of a child; (ii) the custodial father of the child; (iii) a custodial step-parent; (iv) a non-custodial parent who regularly exercises or attempts to exercise rights of access; (v) a person to whom custody of a child has been granted by a written agreement or by a court order, or (vi) a person who is responsible for the child’s care and with whom the child resides, except a foster parent as per s. (2)(1)(m), *CYCP Act*
- “**Planning Circle**” means designated members of the **DHSD’s, SIFN’s and MIFN’s** and designated member from CYFS that will meet to discuss the information shared to plan for specific project or specific children and to coordinate on service delivery.
- “**Social Worker**” means a person registered under the *Social Workers Association Act* and employed by CYFS as per s.2(1)(r), *CYCP Act*.
- “**Youth**” means a person who is 16 years if age or over but under 18 years of age as per s. 2(1)(s), *CYCP Act*.

Appendix B: Privacy Breach Protocol

DRAFT

Multipurpose Notification Form

Section A-Removal of a Child/Youth:

Name of Child/Youth: _____
Date of Birth: _____ Age: _____
Registry/Band Number or Beneficiary Number (if known): _____
Parent name(s) as listed on the Notice of Removal _____
Date Child/Youth Removed: _____
Social Worker Assigned: _____
Signature: _____ Date: _____
Labrador Regional Zone Manager

Section B-Return of a Child/Youth:

Date Child/Youth in Section A Returned: _____
Signature: _____ Date: _____
Labrador Regional Zone Manager

Section C-Beneficiary/Status Information:

Labrador Inuit Land Claims Beneficiary:

Beneficiary Number (N-Number) Labrador Inuit Land Claims Agreement

Does this Child/Youth listed in Section A have a Beneficiary Number (N-Number)?

Yes/No

If Yes, Beneficiary Number (N-Number) is _____

If No, provide reason _____

If the Child listed in Section A is less than one year of age (and is not registered), provide

Parent(s) N-Number _____

If unavailable, provide reason _____

Signature: _____ Date: _____

Designated Representative (or Designate)

Innu:

Certificate of Indian Status (Status Card):

Does this Child/Youth listed in Section A have a Status Card? Yes/No

If Yes, provide

Registration/Band Number _____

Card Number _____

Renewal Date _____

If No, provide reason _____

If the Child listed in Section A is less than one year of age (and is not registered), provide

Parent(s) Registration/Band Number _____

If unavailable, provide reason _____

Signature: _____ Date: _____

Designated Representative (or Designate)

Month End Statistics: Aboriginal Identity **Innu or Inuit**

Social Worker Assigned

Demographic Information

- Name of child/youth
- File number
- Date of birth, Age
- Address/Location

In Care/Custody/Protective Care Agreements (where applicable)

- Parent name(s) as listed in Notice of Removal
- Legal status (i.e. Interim Care, Interim Custody, Temporary Custody, Continuous Custody)
- Removal date
- Order granted & date
- Protective Care Agreement term
- Foster Parent name(s)
- Home community (if different than in Address)
- Date of placement
- Placement type (i.e. Non-Relative Foster Home, Relative/SO Foster Home; Group Home, OPP: BARTS, ILA, ALA)
- Manager's consideration or finalization of consent as per s. 39(1)(c) *CYCP Act* to adoption of the child under the *Adoption Act*

Child Protection/CWA (where applicable)

- Parent name(s) as listed in CRMS
- Status (i.e. Supervision Order, Seeking an Order)
- CWA recipient
- CWA term

Youth Services

- Parent name(s) as listed in CRMS
- Type of service (Residential/Non-Residential)

Community Youth Corrections

- Parent name(s)
- Status (i.e. Extrajudicial Sanctions (alternative measures), Probation, Intensive Support and Supervision Order, Deferred Custody and Supervision Order, Custody and Supervision Order, Intensive Rehabilitative Custody and Supervision Order, Conditional Supervision as a Result of a Custody Review, Order to Reside)
- Protective Intervention involvement (Y/N)

Adoption

- [Profiles to be provided for **Innu and Inuit** children/youth on the adoption list for which no matching has occurred.]