

THIS MEMORANDUM OF UNDERSTANDING made at _____, in
the Province of Newfoundland and Labrador, this 6 day of 11, 2012.

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: **The SHESHATSHIU INNU FIRST NATION, as represented by
the Chief of the Sheshatshiu Innu First Nation Band Council**

(“SIFN”)

(hereinafter the “Parties”)

WHEREAS:

- In support of a collaborative practice philosophy and ensuring that the best interests of children and youth are met, the Parties agree to share Information about Sheshatshiu Innu children and youth who are currently on the CYFS Protective Intervention, Youth Services, Community Youth Corrections or Adoptions caseloads in the Innu Zone (collectively, “CYFS Caseloads”).
- It is the goal of the Parties to improve planning with respect to the safety and placement of children and youth, as well as to enhance service delivery coordination between the Parties for the benefit of children, youth and their families.
- In support of this objective, this MOU is intended to promote an effective and efficient working relationship between the Parties to facilitate the continued sharing of Information practiced by the Parties at present, and to enhance this sharing for the best interests of the children and youth who are on CYFS Caseloads in the Innu Zone.
- Nothing in this MOU is to interfere with the current information sharing processes between front line service providers within CYFS and SIFN on specific cases for the purpose of coordinating services.

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- This MOU sets out the legal authorities and basic protocols according to which CYFS and SIFN shall share Information regarding these children and youth who are on CYFS Caseloads in the Innu Zone.
- This MOU describes the general intentions of the Parties. It does not create or describe legally binding obligations and does not limit or derogate from the exercise of any statutory power or legislative authority of a Party.
- The Parties acknowledge that CYFS is also entering into similar MOUs for information sharing with the Mushuau Innu First Nation and the Nunatsiavut Government.

NOW THEREFORE THE PARTIES AGREE:

1. **Definitions**

1.1 The definitions of terms applicable to this MOU are as follows:

- **“CYFS Program Statistics Report”** means month end statistics from the Innu Zone Manager regarding known, or possibly eligible, children or youth members of the Sheshatshiu Innu First Nation who are on CYFS Caseloads. The format for this report to be determined by the Parties.
- **“Designated Representative”** means the Health Director of the SIFN’s Social Health Department or his or her designate.
- **“Information”** means information pertaining to a child or youth, parent or guardian, who is on a CYFS Caseload in the Innu Zone. It may include confidential and/or personal information, including, but not limited to, the individual’s name, address, contact information, date of birth, an identifying number assigned to the individual, an individual’s entitlement to benefits under a particular program or service, information about the individual’s educational status or history, health care status or history, professional assessments/opinions regarding the individual, and criminal status or history.
- **“MOU”** means this Memorandum of Understanding between the Parties.
- **“Notification Form”** means a multipurpose form processed by the Innu Zone Manager and the Designated Representative when a known, or possibly eligible, Innu child or youth member of the Sheshatshiu Innu First Nation is removed or returned to their parent(s), or consent for adoption has been obtained.

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- **“Parental Non-Disclosure Statement”** means a Form that is provided to a Parent of a Child/Youth which allows him/her to indicate their objection to the disclosure of information pursuant to this MOU.
- **“Planning Circle”** means assigned members of each of the Parties who will meet to discuss the Information shared for the purpose of planning and service coordination.

2. Purpose and Scope

2.1 The purpose of this MOU is to ensure that the best interests of children and youth are met by:

- Facilitating relationship building between the Parties in the best interests of children and youth who are on CYFS Caseloads in the Innu Zone.
- Ensuring timely and meaningful involvement of the SIFN in planning for children and youth who are on CYFS Caseloads in the Innu Zone.
- Facilitating the coordination of resources, service delivery and planning for children and youth who are on CYFS Caseloads in the Innu Zone.
- Laying the necessary foundation for joint Special Projects targeting issues of mutual concern to the Parties relating to Innu children and youth who are on CYFS Caseloads in the Innu Zone.
- Providing for information sharing between the Parties for optimal provision of benefits, entitlements and services by the Innu, the Province, and the Federal Government to Innu children, youth and their families.

2.2 This MOU sets out the roles and responsibilities of the Parties in the sharing of Information for the purposes set out in this MOU.

3. Authorities

3.1 The legal authorities for sharing Information for the purpose of this MOU include the following:

(a) **Collection**

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CYFS has the authority to collect Information under paragraph 32(c) of the *Access to Information and Protection of Privacy Act* (the "ATIPPA"), section 74 of the CYCP Act, and section 53 of the *Adoption Act*.

(b) Use

Each Party shall use the Information provided by the other Party solely for the purpose of performing duties for the safety, health and well-being of children and youth who are on CYFS Caseloads in the Innu Zone.

(c) Disclosure

Information may be disclosed by CYFS to SIFN in accordance with section 73 of the CYCP Act, subsection 39(1) of the ATIPPA, and sections 45 and 53 of the *Adoption Act*.

4. Parental Objection to Disclosure of Information

- 4.1 So long as the release of the Information is not required by law, notwithstanding the authority of the Parties to disclose information, a parent of a child or youth may complete a Parental Non-Disclosure Statement to indicate their objection to the release of Information pursuant to this MOU.
- 4.2 Objections will be reviewed and assessed by the Innu Zone Manager on a case by case basis within the context of applicable legislation pertaining to the safety, health and well-being of the child or youth.
- 4.3 Notwithstanding this Section 4, where a parent(s) is requesting placement of their child for the purpose of adoption as defined in the *Adoption Act*, the consent of the parent(s) must be obtained prior to the Social Worker completing the Notification Form for the Zone Manager to sign and transmit to the Designated Representative within 5 business days of the parental consent being obtained.

5. Procedures for Information Sharing

5.1 Exchange of Information

The Parties agree that the exchange of Information shall take place as follows:

- Commencing November 6th, 2012, information will be mutually provided through a multipurpose Notification Form and CYFS Program Statistics Report, the content of which shall be determined by the Parties.

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- If there is no parental objection to disclosure of Information, that is, no Parental Non-Disclosure Statement has been received, commencing [insert start date] in the event of a removal of a child or youth from his or her parent(s), or a return of the child or youth to his or her parent(s), the Social Worker will complete the Notification Form for the Innu Zone Manager to sign and will transmit to the Designated Representative within 5 business days of the removal or return of the child or youth.
- Where a Zone Manager consents to the adoption of a child or youth in their continuous custody, the Social Worker will complete the Notification Form for the Innu Zone Manager to sign and will transmit to the Designated Representative within 5 business days of the Zone Manager providing consent.
- The Designated Representative will complete applicable parts of the Notification Form providing status information and return to the Innu Zone Manager within 5 business days of his or her receipt of the Notification Form.
- During the initial 6 months, following the start of this Information sharing process, the above timeframes will apply to new removals, returns and manager consents to adoption only, and CYFS and SIFN will work to complete Notification Forms during this time period on all existing cases.
- Information pertaining to children or youth on CYFS Caseloads in the Innu Zone will be transmitted by the Innu Zone Manager as updated CYFS Program Statistics, in a form to be determined by the Parties, and provided on a monthly basis to the Designated Representative.

5.2 Role of Planning Circle

- The Planning Circle will be engaged to further share and discuss the Information provided in relation to special projects, service coordination, and planning.
- The Planning Circle will include the Designated Representative, and three additional assigned representatives for SIFN, as well as, the Innu Zone Manager, a representative from CYFS provincial office and two additional assigned representatives for CYFS. Additional key personnel can be invited as required upon agreement of the Designated Representative and the Zone Manager.

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- Each Party will advise the lead designate of the other Party (i.e. Innu Zone Manager and Designated Representative) of the name(s) and position(s) of their selected members for the Planning Circle and any changes to this membership. Both Parties agree to maintain consistency, as far as possible, in its Planning Circle membership.
- The Innu Zone Manager and the Designated Representative will coordinate the scheduling of times when the Planning Circle will meet.
- The Planning Circle Meetings shall occur at least once every 3 months, and be conducted in person whenever possible.
- It is anticipated that the Planning Circle will hold more frequent meetings as required to ensure timely and meaningful input.
- The members of this Planning Circle will define how their meetings and other contact will be structured to achieve the functions noted below.
- The Planning Circle will be engaged to:
 - analyze CYFS Program Statistics to identify emerging trends or potential special projects;
 - develop and review progress on special projects; and
 - undertake planning and service coordination.
- The Parties acknowledge that the Innu Zone Manager is ultimately responsible for making final decisions respecting planning and care for individual children and youth who are on CYFS Caseloads, in relation to the following legislation:
 - *Children and Youth Care and Protection Act*;
 - *Adoption Act*;
 - *Young Persons Offences Act*; and
 - *Youth Criminal Justice Act*.
- The Parties acknowledge that from time to time, CYFS may request that members of the Innu and Inuit Planning Circles meet together if the groups are working on similar issues, such as special projects, or a specific policy, where coordination would be beneficial and more efficient.

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6. **Accountability of Parties**

- 6.1 Criminal and Vulnerable Sector Records Checks (as per the requirements of each Party) must be completed on all persons having access to the shared Information with the accepted standards for the results of such checks to be agreed to by the Parties.
- 6.2 Oath of Confidentiality (as per the requirements of each Party) must be signed by all persons having access to the shared Information.
- 6.3 Conflict of Interest Procedure to be developed and applied by each Party to this MOU with respect to the Information shared. The details of the conflict of interest procedure to be agreed to by the Parties.

7. **Confidentiality and Use of Information**

7.1 The SIFN and CYFS shall:

- (a) Treat all Information acquired pursuant to this MOU as privileged and confidential and shall not disclose the Information to any person(s) at any time, except as may be required by law, other than member of the Planning Circle, without the prior written approval of CYFS or SIFN, and then only to those persons who need to know the Information for the purposes set out in this MOU and only after confirming that such person(s) agree to comply with the requirements to maintain the confidentiality of the Information;
- (b) Limit access to the Information to only those of its employees whose duties require such access, and who are legally bound to keep it confidential;
- (c) Use the Information acquired pursuant to this MOU solely for the purposes set out in this MOU, and shall not permit the use of the Information for any other purpose; and
- (d) Take all reasonable measures to preserve the confidentiality and integrity of the Information and to safeguard the Information against unauthorized access, use or disclosure.

8. **Information Management and Protection**

- 8.1 Confidential transmission (e.g. using passwords for email scans) and storage of Information to be established by each Party to this MOU.

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- 8.2 Each Party will maintain such systems for the storage, security and protection of Information exchanged as are required by good information management practice and in any event shall ensure such Information receives at least the same level of security and protection as the Party customarily provides similar records in its systems.
- 8.3 The Parties shall ensure that its employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of the Information to prevent the disclosure of the Information to any third party, or to any of its employees, servants or agents other than those who are required to have access pursuant to this MOU.
- 8.4 The SIFN shall provide access to CYFS to its facilities to the extent necessary to review and ensure the safeguarding of the Information.
- 8.5 The SIFN shall provide, upon request, to CYFS all Information acquired during the term of this MOU, or shall, at the request of CYFS, destroy any and all copies of the confidential Information in the possession of SIFN, and its employees, servants, and/or agents, and shall certify the destruction of same to CYFS.
9. **Privacy Breach Protocol**
- 9.1 Each Party shall immediately notify the other of any unauthorized access, use or disclosure of the Information exchanged under this MOU and will provide the other Party with details of such unauthorized access, use or disclosure. In the event of such an occurrence the Party responsible for the safeguarding of the Information will take all reasonably necessary steps to prevent a reoccurrence and advise the other Party of the steps taken.
10. **Term**
- 10.1 This MOU will commence upon execution by the Parties and will remain in effect unless terminated in accordance with this MOU.
11. **Termination**
- 11.1 This MOU may be terminated by either Party upon providing at least 30 days written notice to the other Party.
- 11.2 Notwithstanding Section 11.1, CYFS may immediately terminate this MOU in the event the SIFN has breached any of its obligations under this MOU, including the obligation of confidentiality, security of the Information received, or use of the Information for an unauthorized purpose.

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11.3 The obligations of confidentiality shall survive the termination of this MOU.

12. **Review of MOU**

12.1 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 revisions. The Innu Zone Manager and Designated Representative will work together with input from their respective organizations to establish an evaluation process mutually acceptable to the Parties.

13. **Notices**

13.1 The following officials are designated as contact persons of the Parties for the purpose of this MOU and any notices required under this MOU will be delivered to the following:

For CYFS:

Wanda Lundrigan
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
E-mail: wlundrigan@gov.nl.ca

For SIFN:

Edward Nuna
Executive Assistant to Chief Andrew Penashue
Sheshatshiu Innu First Nation
PO Box 160
Sheshatshiu, NL A0P 1M0

Telephone: (709) 897-7131
E-mail: ednuna@sifn.ca

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13.2 Changes to the designated officials set out in Section 13.1 may be made upon written notification to the other Party.

14. **General Provisions**

14.1 This MOU may only be amended in writing by the Parties.

14.2 The SIFN shall not assign this MOU in whole or in part to any third party without the prior written approval of CYFS.

14.3 This MOU is not a treaty or a land claims agreement and it does not create, recognize or affirm any aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

IN WITNESS WHEREOF, this MOU has been signed on the dates indicated below.

**HER MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR:**

Nov. 6, 2012
Date

Charlene Johnson
**Minister of Child, Youth and Family
Services
(or her authorized designate)**

SHESHATSHIU INNU FIRST NATION:

Nov 6, 2012
Date

Andrew Penashue
**Chief Andrew Penashue
(or his authorized designate)**

CYFS Program Statistics Report**Month End Statistics: Innu Zone****Social Worker Assigned****Demographic Information**

- Name of child/youth
- File number
- Date of birth, Age
- Address/Location
- MCP number
- First and second language

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, Protective Care Agreement)
- Removal date
- Date Order granted
- Protective Care Agreement term
- Foster Parent(s) 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)

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- Zone Manager's consent to adoption of the child under the *Adoption Act* (paragraph 39(1)(c), CYCP Act).

Child Protection/CWA (where applicable)

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

- Services to Birth Parent (Request for placement to the provincial list or direct placement (i.e. a placement identified by birth parent)).
- Name of child/youth where profile completed for purposes of adoption
- The Zone Manager's recommendation for adoption (i.e. to the provincial list, foster parent adoption, or direct placement)
- Name of child (birth name) whose adoption was finalized in court.