

WORKING RELATIONSHIP AGREEMENT SERVICE DELIVERY HANDBOOK

BETWEEN:

Sheshatshiu Innu First Nation (“SIFN”)

AND:

Mushuau Innu First Nation (“MIFN”)

AND:

Innu Round Table Secretariat (“IRTS”)

AND:

Department of Children, Seniors and Social Development

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Introduction and Overview:

The Parties of the "Working Relationship Agreement" ("WRA") (Appendix I), the Sheshatshiu Innu First Nation (SIFN), the Mushuau Innu First Nation (MIFN) and the Department of Children, Seniors and Social Development (CSSD) wish to build on their relationship in the best interests of Innu children, youth and their families, consistent with the Innu Care Approach.

The parties also include the Innu Round Table Secretariat (IRTS) which works jointly with SIFN and MIFN, undertaking work in prevention services for Innu families.

With this as their shared goal, all the parties have committed to the "Working Relationship Agreement" which outlines their working relationship on child protection matters going forward.

The parties recognize that:

1. Innu are working toward self- government and Innu led service delivery in child protection and other health and social services;
2. Increased direct involvement of Innu staff with CSSD staff is a necessary step in the building of a stronger working relationship;
3. The Children and Youth Care and Protection Act (the Act) is the legislative authority for the delivery of services that include; Protective Intervention Services, the In Care Program, Placement Resources for Children and Youth in Care and the Youth Services Program. The Act includes a clear purpose statement which is "to promote the safety and well-being of children and youth who are in need of protective intervention"; and
4. Interventions under the Act include services and supports to children, youth and families, aimed at reducing risk to children and youth to the point that such interventions are no longer required.
5. The interventions under the Act for the purpose of this "Agreement" are to promote the safety and well-being of Innu children and youth, who are in need of protective intervention.

There is important work that the parties want to do together and this guide sets out the steps for how this new relationship will be undertaken.

In the eventuality that consensus cannot be reached by both parties, CSSD has the responsibility for final decision making authority under provincial legislation.

Principles:

The "WRA" is guided by the principles set out in the *Innu Healing Strategy (2014) (Appendix H)*. These principles include:

- *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);*

- *healing must be built from the ground up, with Innu families as the focus (p. 5);*
- *critical changes are needed to external non-Innu services as well as to Innu institutions and procedures (p. 5);*
- *SIFN and MIFN community members have identified a number of needs that are not being adequately addressed through existing healing programs, including: addictions, limited training/mentorship, recreation programs for children and youth, teen pregnancy, and abuse, among others (p.8);*
- *we are committed to the mission to rebuild healthy, sustainable, and resilient Innu communities (p. 10); and*
- *we honour the Innu Healing Values of respect, trust & honesty, cooperation, family, and nature (p. 12).*

The “WRA” does not change the parties’ jurisdiction for final decision-making. Under the current framework:

- CSSD is responsible for child protection under provincial legislation. This “WRA” does not diminish that responsibility. CSSD will remain responsible to make child protection decisions as required under their governing legislation and policy, including urgent decisions.
- 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 CSSD.

Initiatives:

Under the “WRA”, the parties have outlined 4 initiatives that the Innu and CSSD want to do together to build their relationship in the best interest of Innu children and youth. These initiatives include:

1. A priority Out-of-Community Review, which will combine individual case discussions with measures to address issues with respect to Innu children and youth now placed outside their community;
2. A notification and case planning process within the CSSD child protection system to guide the ongoing day-to-day connection between CSSD staff and Innu Staff, and ensure opportunities for Innu contribution to CSSD decisions about individual Innu children, youth and families;

3. A notification and case planning process within Innu led family support services work to provide for engagement with CSSD, including opportunities for consent-based early resolution of concerns for expectant parents; and
4. A Joint Committee, operating in each Innu community, to provide an opportunity for regular discussions of systemic issues and collaboration on pro-active responses.

Purpose:

The purpose of this Service Delivery Handbook is to guide our work and to outline steps that CSSD and the Innu Health Staff will take in order to achieve the goals as outlined in the working relationship agreement. These goals include but not limited to:

- Facilitate better communication between the parties.
- Promote service coordination and enhance service delivery.
- Contribute to and have meaningful conversations about Innu children and youth.
- Where possible, work toward the goal of reunification of Innu children and youth with their families.
- Improve service coordination and information sharing in support of Innu children and their families.
- Create opportunities for Innu to work directly with CSSD in order to share their knowledge as reflected in the Innu Care Approach.

Definitions:

In the “WRA” most terms are defined in their context. In addition, and for the purposes of this manual the following definitions apply:

“includes” or “including” shall be interpreted as though it were followed by the phrase “without limitation”;

Case Planning: The term “case planning” means that the parties will:

- a) use a “circle model” approach as the way to participate in case planning meetings;
- b) share information and ideas openly and respectfully;
- c) value each other’s perspectives and knowledge;
- d) explain their own rules, customs and initial views on the situation and seek to fully understand those of the other party;
- e) be open to learning new things and to changing one’s own opinion;
- f) use their best efforts to make a genuine and honest attempt at reaching consensus about courses of action, recognizing that consensus will not always be achievable in every situation;
- g) for any course of action on which consensus can be reached, the parties involved will each use their best efforts to implement that course of action;
- h) recognize that if consensus is not reached, other benefits can still be achieved from case planning including learning, improving mutual understanding, information-sharing, and building towards consensus over the longer term;
- i) ensure that Innu Staff have a meaningful contribution toward CSSD decision-making in child protection, and ensure that CSSD have a meaningful contribution to Innu Staff and client decision-making in prevention and family support; and
- j) remain open to ongoing communication, further deliberations, and new decisions at a future time, as long as the case is ongoing.

“CSSD information” or “Confidential Information” shall be interpreted as any information received from CSSD files or shared in the course of case planning, unless the parties mutually agree that the information is not confidential; (Refer to Appendix F)

“child” means a person under the age of 16, and “children” has a corresponding meaning;

“client consent” means the free, prior and informed consent provided by or on behalf of a client of CSSD or Social Health as follows:

- a) for a child or youth, the parent or custodial guardian must provide consent;
- b) for a youth, consent will also be sought from the youth directly;
- c) for an adult person, consent will be sought from the person directly;
- d) client consent can be found in Appendix B, or by accessing the following link http://www.intranet.gov.nl.ca/CSSD_transition/forms/pdf/Consent_Release_Obtain_Client_Info.pdf (CSSD staff only); and

“Duty to Report” means information that a person has and is legally obliged to report to CSSD under Section 11 of the *Children and Youth Care and Protection Act*:

11. (1) Where a person has information that a child is or may be in need of protective intervention, the person shall immediately report the information to a manager, social worker or a peace officer.

(2) Where a person makes a report under subsection (1), the person shall report all the information of which he or she has knowledge.

(3) Where a report is made to a peace officer under subsection (1), the peace officer shall, as soon as possible after receiving the report, inform a manager or social worker.

(4) This section applies, notwithstanding the provisions of another Act, to a person referred to in subsection (5) who, in the course of his or her professional duties, has information that a child is or may be in need of protective intervention.

(5) Subsection (4) applies to every person who performs professional or official duties with respect to a child, including

(a) a health care professional;

(b) a teacher, educational psychologist, guidance counsellor, school principal, social worker, family counsellor, member of the clergy or religious leader, operator or employee of a child care service, a youth worker and a recreation worker;

(c) a peace officer; and

(d) a solicitor.

(6) This section applies notwithstanding that the information is confidential or privileged, and an action does not lie against the informant unless the making of the report is done maliciously or without reasonable cause.

“MIFN Staff” means employees of the Mushuau Innu Health Commission;

“SIFN Staff” means employees of the SIFN Departments of Social and Primary Health;

“**youth**” means a child(ren) who is sixteen (16) years of age or older, but less than eighteen (18) years of age;

“**Protection and In Care Policy and Procedures Manual**” refers to policies, procedures, guidelines, and monitoring standards created by The Department of Children, Seniors and Social Development to ensure that there is a consistent quality of care for children and families in need of protective intervention services. A copy of the Protection and In Care Policy Procedures Manual can be found at <http://www.gov.nl.ca/CSSD/publications/index.html>

“**Adoption Policy and Procedures Manual**” refers to policies, procedures and guidelines established by the Department of Children, Seniors and Social Development to ensure quality adoption services are provided to children and families involved in the adoption process. A copy of the Adoption Policy and Procedures Manual can be found at <http://www.cssd.gov.nl.ca/publications/index.html>

Confidential Information and Conflict of Interest: (Refer to Appendix F)

As set out in the definitions section, information from CSSD files or that is shared under the “WRA” about a specific individual or family is considered “Confidential Information” unless all parties specifically agree the information is not confidential. In order to engage in the work of the “WRA”, it is agreed that it is helpful to share this Confidential Information, subject to protections.

All parties 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. according to the consent of the affected person(s); or
 - 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 or is otherwise bound by legal duties of confidentiality; 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 CSSD 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 CSSD, the applicable staff will identify any potential conflict of interest regarding the individual or family the information is concerning, and discuss same with CSSD staff. If a conflict is recognized 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.

Due to the legislative mandate of CSSD, Confidential Information received by CSSD will form part of the CSSD file in respect of an individual, family or otherwise, and will be used by CSSD, 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.

Initiatives:

The Working Relationship Agreement has outlined 4 initiatives that the Innu and CSSD want to do together to build their relationship in the best interest of Innu children and youth. These initiatives include the following:

1. Out-of-Community Review
2. Notification and Case Planning Process within Child Protection
3. Notification and Case Planning process within Innu Led Family Support Services, and in particular with “expectant mothers.”
4. Joint Committees

Initiative 1: Out of Community Review

As a 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, and will be conducted in an expedited manner. Any future considerations for out of community placements will be integrated into the case planning process.

The scope of the Review includes all Innu children and youth in care and custody in CSSD placed outside of their home community, including those children and youth who are the subject of active court proceedings or otherwise.

The intent of the Out-of-Community Review is:

- a) to inform SIFN/MIFN Staff about the circumstances that have led to the current situations for the children and youth;
- b) to advise SIFN/MIFN Staff about CSSD’ current plans for these children and youth and discuss any placement alternatives available;
- c) to share knowledge, information and perspectives of SIFN/MIFN Staff on the circumstances of each child or youth;
- d) to identify any case specific and/or systemic issues arising from these cases, and try to reach consensus on actions and/or recommendations to reduce the need for out of community placements; and
- e) for the parties to reach a shared agreement whereby the parties will develop an action plan and make recommendations for next steps:
 - i. actions are decisions that can be implemented within the powers of the people participating in the Out-of-Community Review. Actions will be followed-up by the parties as agreed to the best of their abilities;
 - ii. recommendations are made when the next steps determined or desired by the Out-of-Community Review are outside the power of the people participating in the Out-of-Community Review. Recommendations will be brought to the body/bodies that has/have the power to implement them, and may be brought to the Innu Round Table when appropriate. Participants in the Out-of-Community Review will do their best to pursue the implementation of the recommendations; and
 - iii. any actions or decisions specific to individual case discussions will be appropriately documented.

Participants in the Out-of-Community Review will include:

- the Innu Zone Managers;
- the Sheshatshiu Innu Social Health Director;
- the Mushuau Innu Health Commission Director;
- the Innu Round Table Secretariat's CSSD Transition Coordinator; and
- may include additional representatives of the above-named parties if agreed in advance, and may be split between meetings with respect to MIFN and SIFN members separately if the parties so agree in advance.

Where a new course of action is agreed upon during the Out-of-Community Review, each party involved will implement those changes to the best of its abilities, barring unforeseen changes in circumstances.

The Out-of-Community Review will produce a joint summary report that will be made available to the parties' 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;
- c) the implementation of actions and recommendations where possible, overseen by the out-of-community review group; and
- d) a brief summary of the report that is able to be shared in the MIFN and SIFN communities, while ensuring the confidentiality of the families affected.

Initiative 2: Notification and Case Planning Process within Child Protection
(Appendix A)

Goals:

The goals of the Notification and Case Planning process within both Child Protection and Innu led Family Support Services are shared goals. These are:

- a) To develop better communication and better relationships between CSSD and Innu communities and organizations, in particular for CSSD staff and Innu staff;
- b) To enable Innu Staff to have opportunities to meaningfully contribute to and be involved in CSSD decisions about Innu children and youth;
- c) To share the best information and fullest range of knowledge that may affect the best interests of Innu children and youth;
- d) To promote increased understanding within CSSD of Innu knowledge and perspectives including those on healthy child rearing practices and socialization, on risks facing Innu children and youth, and healing;
- e) To promote increased Innu understanding of the current child protection framework;
- f) Establish a step by step process for case planning initiated by Innu Health Staff.

The CSSD initiated Notification and Case Planning Process involves five distinct but related steps namely:

Step 1 - Client Consent

Step 2 - Notification

Step 3 - Innu Engagement

Step 4 - Case Planning

Step 5 - Taking Action

Step 1 – Client Consent

CSSD will implement a system for routinely seeking Client Consent to share information with Social and Primary Health staff of “SIFN” and Health Commission staff of “MIFN”. Where Client Consent is provided, CSSD will share relevant information about that client including engaging in case planning.

- Client Consent will normally be obtained by CSSD through a form that provides standing consent to share all relevant information;

- On new files, CSSD will seek Client Consent at the earliest reasonable opportunity;
- On existing files, CSSD will implement a process to seek Client Consent at reasonable opportunities, such as social worker – client meetings; and
- Innu Staff may, within their reasonable capacity, assist this effort by helping to inform Innu families about the need for client consent and its purposes and encouraging Innu families to consider providing Client Consent.
- Where a parent(s) has provided consent for release of information, and then decides to revoke the consent, all parties shall be notified, and parent(s) advised of the same.

CSSD agrees that it will advise, where possible, of any timelines that apply to CSSD's requirement to make a decision or take action, so case planning, where appropriate, can be arranged, when possible, prior to a decision or course of action.

Step 2 – Notification: CSSD identifies that it would be helpful to case plan with “SIFN” and/or “MIFN” Health staff, in which circumstance CSSD will notify “SIFN/MIFN” of their request.

WHEN: If CSSD has obtained Client Consent or if s. 73 of the Children and Youth Care and Protection Act, c. C-12.2, SNL 2010 applies, CSSD will make contact with Innu Health Staff at the earliest reasonable opportunity:

- following a referral to CSSD, including a child protection report; (within 7 days)
- when a new court application is being prepared;
- when preparing a Plan for the Child;
- when preparing a Safety Plan;
- when removal is being considered (or in urgent cases, has occurred);
- when a change of placement is being considered (or in urgent cases, has occurred);
- when the consent of the Innu Zone Manager to an adoption is being considered, and before such consent is given; and
- where client consent has not been obtained, Section 73 of the CSSD Act states that the provincial director or a manager may, without the consent of another person, authorize the disclosure of information obtained under this Act if the disclosure is:
 - necessary to ensure the safety, health or well-being of a child;
 - provided to persons with whom a child or youth has been placed for care;

- necessary for the administration of this Act; or
- for research or evaluation purposes and the person to whom that information is disclosed has signed an agreement to comply with conditions set by the minister.

WHO: Notice and initial contact, especially in urgent cases, will usually occur as a phone call from the CSSD social worker or supervisor. It will be made to the following designated Innu Staff representative:

Contact Information:	For an SIFN child or youth:	For an MIFN child or youth:
Regular business hours	Jack Penashue SIFN Social Health Director 709-497-8231 ext 209 (w) 709-497-8973 fax 709-897-5721 cell Lynn Gregory (709) 899-1715 (w) (709) 896-7414	Kathleen Benuen Natuashish, NL 709-478-8892 Mary Jane Edmunds Jeannie Tuglavina 709-478-2409
After hours (holidays, weekends, evenings)	Jack Penashue 709-897-5721 Lynn Gregory 709-896-7414	Kathleen Benuen After hours 709-478-8886 (Home) Out of town: 709-897-5168

WHAT: The parties recognize that each circumstance is unique and the form of notice will be on a case by case basis. Generally speaking, CSSD will provide the key information available at the time, including:

- the course of action being considered by CSSD;
- whether removal from the community is at issue;
- any timelines that apply to CSSD actions or decision-making;
- any particular ways in which CSSD feels that Innu Staff involvement could assist; and
- CSSD will ask if the Innu Staff wish to engage in further case planning.

Step 3 – Innu Engagement

At the point of contact, or at any other time, the designated Innu Staff representative may express their interest in case planning.

If “SIFN” and/or “MIFN” Staff do not want to engage in case planning at time of contact:

- CSSD will continue with its work, maintain the Client Consent on file;
- while the consent is valid, if contacted by the “SIFN” Social Health staff or “MIFN” Health Commission staff, CSSD will provide information as requested or case plan; and
- as outlined in step 2, when a further opportunity arises, contact may be made by either party.

For any course of action on which consensus can be reached, Social and or Primary Health staff and CSSD will each use their best efforts to implement those courses of action by:

- Ensuring that Social and or Primary Health staff have meaningful contribution toward CSSD decision making;
- Understanding that while consensus may not be reached, learning and understanding can be achieved by both parties through these discussions.

Step 4 – Case Planning:

The term “case planning,” as referenced on page 3 in the “WRA” has a shared meaning for the parties. It means that the parties will:

- a) use a “circle model” approach as the way to participate in case planning meetings;
- b) share information and ideas openly and respectfully;
- c) value each other’s perspectives and knowledge;
- d) explain their own rules, customs and initial views on the situation and seek to fully understand those of the other party;
- e) be open to learning new things and to changing one’s own opinion;
- f) use their best efforts at reaching consensus about courses of action, recognizing that consensus will not always be achievable in every situation;
- g) for any course of action on which consensus can be reached, the parties involved will each use their best efforts to implement that course of action;
- h) recognize that if consensus is not reached, other benefits can still be achieved from case conferencing including learning, improving mutual understanding, information-sharing, and building towards consensus over the longer term;

- i) ensure that Innu Staff have a meaningful contribution toward CSSD decision-making in child protection, and ensure that CSSD have a meaningful contribution to Innu Staff and client decision-making in prevention and family support; and
- j) remain open to ongoing communication, further deliberations, and new decisions at a future time, as long as the case is ongoing.

WHEN: The case planning process will begin as soon as possible. Where an urgent removal has occurred prior to notifying the designated Innu Staff representatives, and they wish to engage in case planning, the parties will use their best efforts to arrange a case planning meeting as soon as possible and at least within 72 hours after the removal occurred.

HOW: The parties will undertake a case planning meeting (ideally in person, or by phone if necessary using a sharing circle model and in which the parties will ensure they:

- exchange relevant information (court documents and other relevant documents should be provided when available; verbal or written communication can also be used);
- discuss option and ideas;
- discuss the decision or course of action taken by CSSD and where there are issues that can be agreed upon, explore seeking consensus where possible, on next steps, but otherwise, gain mutual understanding of the various perspectives and gain knowledge for the parties future work with Innu children and youth;
- consider whether to hold discussions among CSSD and Innu Staff only, or whether to also engage other people such as a child or youth, parents, legal counsel, or service providers e.g. in health, education, placements, foster parents where appropriate, etc.;
- identify and recommend in writing any areas for further discussion with CSSD and SIFN Social and or Primary Health and/or MIFN Health Commission through the Joint Committee; and
- where an urgent removal has occurred prior to notifying the designated “SIFN” and/or “MIFN” representatives, and “SIFN” and/or “MIFN” Staff are willing to case plan, the parties will use their best efforts to arrange a case planning meeting as soon as possible, and at least within 72 hours after the removal occurred.

Step 5 – Taking Action

Where a family centered action plan or a plan for a child has been proposed by CSSD and accepted by Innu Health staff, and a course of action is agreed upon in a case planning meeting, each party

will seek to implement the action to the best of its abilities, barring new information or unforeseen changes in circumstances. It is recognized that CSSD representatives may have to bring planned courses of action back to clinical management or other persons for approval. If this results in a change from the agreed upon course of action, CSSD will advise the SIFN/MIFN staff who participated in the case planning at the earliest reasonable opportunity, and the parties agree to conduct further case planning with the appropriate CSSD representative(s) who can make decisions in that case:

- actions are decisions that are able to be taken within the authority and/or capacity of the people participating in the planning process. Actions will be followed-up by the parties as agreed to the best of their abilities; and
- recommendations are made to the respective supervisors of CSSD and Innu Health Staff when the next steps determined or desired by the participants in the planning process are outside their authority and/or capacity.

Initiative 3: Notification and Case Planning Processes within Innu Led Family Support Services, including services to “expectant parents.”
(Appendix B)

Goals:

The goals of the Notification and Case Planning process within both Innu Led Family Support Services and Child Protection are shared goals. These goals are:

- a) to develop better communication and better relationships between CSSD and Innu communities and organizations, in particular for Innu health staff and CSSD staff;
- b) to enable Innu health staff to have opportunities to meaningfully contribute to and be involved in CSSD decisions about Innu children , youth and families;
- c) to share the best information and fullest range of knowledge that may affect the best interests of Innu children, youth and families;
- d) to promote increased understanding within CSSD of Innu knowledge and perspectives including those of healthy child rearing practices and socialization, on risks facing Innu children, youth and families and healing;
- e) to promote increased Innu understanding of the current child protection framework
- f) establish a step by step process for case planning initiated by Innu health staff

The Innu initiated Notification and Case Planning Process, including services to “expectant mothers” involves five distinct but related steps, namely:

Step 1 - Client Consent

Step 2 - Notification

Step 3 - CSSD Engagement

Step 4 - Case Planning

Step 5 - Taking Action

Step 1 – Client Consent

Innu Health Staff will implement a process for routinely seeking Client Consent to share information with CSSD. Where Client Consent is provided, Innu Health Staff will share relevant information about that client.

- Client Consent will normally be obtained by Innu Health Staff through a form that provides standing consent to share all relevant information;

- Innu Health Staff may, within their reasonable capacity, assist this effort by helping to inform Innu families about the need for Client Consent and its purposes, and encouraging Innu families to consider providing Client Consent whenever possible.

Step 2 – Notification

WHEN: If Innu Health Staff has obtained Client Consent, they will make contact with CSSD at the earliest reasonable opportunity:

- when Innu Health Staff have concerns about a child due to a parent(s) or caregiver(s) actions.
- when Innu Health Staff has concerns about an expectant mother and her unborn child.

WHO: Notice and initial contact will usually occur as a phone call from the Innu Health Staff. It will be made to the following designated CSSD representative:

Contact Information	For a SIFN child or youth:	For a MIFN child or youth:
Regular business hours	Kimberley Mitchell, CPS 709-497-3705	709-478-8843
After hours (holidays, weekends, evenings)	On Call 709-897-2000	RCMP 709-478-8900

WHAT: The parties recognize that each circumstance is unique. Generally speaking, Innu Health Staff will provide the key information available to them in regard to the specific situation.

Step 3 – CSSD Engagement

At the point of contact, or at any other time, the designated Innu Health Staff representative and CSSD will participate in case planning/conferencing in relation to expectant mothers.

In situation where there are concerns expressed about a parent(s) or caregiver(s) actions:

- CSSD will continue with its work, maintain the Client Consent on file; and
- while the consent is valid, if contacted by the “SIFN” Social and or Primary Health staff or “MIFN” Health Commission staff, CSSD will provide information as requested or case conference.

Step 4 – Case Planning

The term “case planning,” as referenced in the “WRA” has a shared meaning for the parties. It means that the parties will:

- a) use a “circle model” approach as the way to participate in case planning meetings
- b) share information and ideas openly and respectfully;
- c) value each other’s perspectives and knowledge;
- d) explain their own rules, customs and initial views on the situation and seek to fully understand those of the other party;
- e) be open to learning new things and to changing one’s own opinion;
- f) use their best efforts to make a genuine and honest attempt at reaching consensus about courses of action, recognizing that consensus will not always be achievable in every situation;
- g) for any course of action on which consensus can be reached, the parties involved will each use their best efforts to implement that course of action;
- h) recognize that if consensus is not reached, other benefits can still be achieved from case conferencing including learning, improving mutual understanding, information-sharing, and building towards consensus over the longer term;
- i) ensure that Innu Staff have a meaningful contribution toward CSSD decision-making in child protection, and ensure that CSSD have a meaningful contribution to Innu Staff and client decision-making in prevention and family support; and
- j) remain open to ongoing communication, further deliberations, and new decisions at a future time, as long as the case is ongoing.

WHEN: If client consent is obtained, Innu Health Staff will request to meet with CSSD and the case conferencing process will begin.

- Prior to meeting with CSSD, Innu Health Staff will meet with the expectant mother to identify a plan for supportive services to care for her expected child.

HOW: The parties will undertake case planning using a sharing circle model, in which Innu Health Staff will ensure:

- that they will discuss the mother’s plan to care for her expected child;

- that the parties will try to build towards consensus about the situation; whereby CSSD will assess and determine whether the mother's plans to care for her expected child are protective;
- that there is an understanding that the plan presented and agreed to at the time of case planning will remain as it, barring receipt of no new information or unforeseen changes in the mother's circumstances;
- to identify and recommend in writing any areas for further discussion with CSSD and SIFN Social and or Primary Health and/or MIFN Health Commission through the Joint Committee;
- that for greater certainty, whether or not Client Consent to contact CSSD is obtained, Innu Staff may continue working with their clients to provide prevention and/or family support services to promote the protection and well-being of an expected child or that of any other children or youth;
- MIFN and SIFN will, subject to their capacity, work towards implementing a system in which their Social and Primary health staff are aware of the opportunity for preventative case conferencing, are trained to refer appropriate clients to Innu Staff in prevention and/or family support, and are able to seek Client Consent at appropriate opportunities or to support Innu Staff in doing so; and
- that the "WRA" 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. Similarly, the "Agreement" does not alter the requirement of CSSD to undertake an investigation of any referral in respect of a child, or if required to conduct a safety assessment at the time of a child's birth and to act on any findings made at that time.

Step 5 – Taking Action

Where a course of action is agreed upon by both parties in a case planning meeting, each party will seek to implement the action to the best of its abilities, barring new information or unforeseen changes in circumstances. It is recognized that CSSD representatives may have to bring planned courses of action back to clinical management or other persons for approval. If this results in a change from the agreed upon course of action, CSSD will advise the SIFN/MIFN staff who participated in the case plan at the earliest reasonable opportunity, and the parties agree to conduct further case planning with the appropriate CSSD representative(s) who can make decisions in that case:

- actions are decisions that are able to be taken within the authority and/or capacity of the people participating in the planning process. Actions will be followed-up by the parties as agreed to the best of their abilities; and

- recommendations are made to the respective supervisors of CSSD and Innu Health Staff when the next steps determined or desired by the participants in the planning process are outside their authority and/or capacity.

Initiative 4: Joint Committee

A Joint Committee will be created in each of SIFN and MIFN with the following participants:

- a) the respective Innu Zone Manager and Regional Director of CSSD, and any other representative(s) determined by CSSD;
- b) the CSSD Community Liaison Social Worker of the IRTS, and any other representative(s) determined by IRTS;
- c) for the Joint Committee in Sheshatshiu, the SIFN Social Health Director, the Primary 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.

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 as agreed upon by the parties. Meetings will normally be in person, but may be held by conference call if necessary and agreed. Each party will bear its own travel costs. If all parties agree, arrangements may be made in special cases to hold the Joint Committees together in one place.

The goals of the Joint Committees as outlined in the Working Relationship Agreement are:

- a) to build better understandings of resources currently available within the Innu communities or currently accessible by CSSD 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 opportunities for 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 maximize Innu family integrity, while reducing risk to Innu children and families;
- e) to promote the coordination of services, including the smooth and effective operation of case planning meetings;
- f) 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;
- g) to explore human resources needs and opportunities, including by promoting opportunities for Innu persons;

- h) to help Innu capacity-building and promote the development of Innu organizations and services within the framework of the Innu Healing Strategy;
- i) to consider special projects, such as research or other initiatives;
- j) to address any other matter for the best interests of Innu children and youth or for improvement of the relationships among the parties; and
- k) 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.

General:

1. The procedures set out in the “WRA” do not restrict the parties from taking other measures to cooperate and appropriately share information for the benefit of Innu children and youth. The parties are encouraged to continue any other information sharing that already exists, including between front line staff, and to consider other opportunities for information sharing as appropriate.
2. Any concerns that arise in the course of work undertaken together or related to the “WRA” will be addressed as follows:
 - a) either party may refer their concerns of any nature, whether regarding an individual case, the work of CSSD staff or Innu staff, or other matters, to the Innu Zone Managers and either the SIFN Social Health Director, the SIFN Primary Health Director or MIFN Health Commission Director as applicable;
 - b) if the concerns deal with systemic or broader issues, the representatives identified in (a) above may choose to bring those issues to the Joint Committee, if appropriate.