

Final signed June 10, 2021

INNU-CSSD PROTOCOL

Made in 2021 between:

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR
through the Minister of Children, Seniors and Social Development
("CSSD")

and

Sheshatshiu Innu First Nation
("SIFN")

and

Mushuau Innu First Nation
("MIFN")

and

Innu Round Table Secretariat
("IRTS")

WHEREAS

- The parties wish to build their relationship and coordinate their work in the best interests of Innu children, youth and families;
- The parties seek to improve upon the work they started together under:
 - the MOUs signed between the Province and each of the First Nations on November 6, 2012 (no longer in effect), and
 - the Working Relationship Agreement dated September 30, 2015 (replaced by this agreement);
- The parties acknowledge that the framework under which they all operate has undergone significant change, including:
 - The Innu are now delivering their own prevention services, which started in 2017, and are also delivering their own Innu Representative services, which started in 2019, both being delivered through the IRTS;
 - The Province has made new legislation, the *Children, Youth and Families Act*, SNL 2018, c C-12.3 ("CYFA"), that came into force on June 28, 2019 and replaces the Province's former child protection legislation;

- The federal government has passed a new law, *An Act respecting First Nations, Inuit and Métis children, youth and families*, SC 2019, c 24 (“Federal Child Welfare Law”), which came into force on January 1, 2020, and which (1) creates certain federal rules that apply to all child, youth and family services matters involving Indigenous children, and (2) recognizes that Indigenous peoples’ inherent right of self-government includes jurisdiction in relation to child, youth and family services;
- Innu have given notice of their intention to develop their own child, youth and family services law; and
- The Province has indicated it supports the Innu on their path of developing their own child protection system and legislation;
- The parties have developed this Protocol to support work on the front lines, improve services and service coordination, and assist in the development of capacity within Innu communities and organizations in a way that is consistent with the values of the Innu;

The parties have therefore made this Protocol as an agreement amongst them:

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Introduction

Overview of Roles

1. For reference, the parties provide the following overview of their respective roles:
 - a. **CSSD** has legislated roles in respect of child protection as outlined under the CYFA. This includes, among other things, the investigation of referrals of child maltreatment, assessment of risk to children, working with families to reduce risk, making applications to court, as well as approving, monitoring and supporting those who are identified to care for children and youth if they require out of home care. Much of the work of CSSD is carried out by social workers who have assigned duties and responsibilities, as well as other staff and service providers under agreement with CSSD.

CSSD is providing additional information about its internal organization and the different roles and responsibilities of persons noted in their organization in **Appendix A**, and it may update Appendix A upon notice to the other parties. The goal of Appendix A is to provide a resource and understanding of what work should be expected of CSSD staff, and the ability to identify reporting structures for them.
 - b. **Innu Representatives** are authorized representatives of SIFN and MIFN, employed by IRTS, acting as the voice of the community to speak up in matters involving its children and youth in the child protection system. The Innu Representatives fulfill the function of “Indigenous representatives” set out in the CYFA, and related roles. IRTS is providing additional information on the Innu Representatives in **Appendix B**, and it may update Appendix B upon notice to the other parties.
 - c. **Innu Prevention Services** are provided by IRTS in both Sheshatshiu and Natuashish inclusive of all prevention services *specifically* focused on child, youth and family services, i.e. targeted specifically at families involved in the child protection system or at risk of such involvement. IRTS is providing additional information on Innu Prevention Services in **Appendix B**, and as noted above it may update Appendix B upon notice to the other parties.

- d. **SIFN and MIFN** both provide a number of services at the community-wide level. Some of these services play an important role in prevention even though they are *not* specifically targeted or limited to families involved with child protection services or at risk of that involvement. Some examples include health and healing services, prenatal services, addictions services, mental health and counselling services, family & youth treatment programs, justice programs, cultural and land-based programs, community recreational programs, etc. These services are available for referrals and access by Innu families as needed. SIFN is providing more information on its services in **Appendix C**, which it may update upon notice to the other parties. MIFN is providing more information on its services in **Appendix D**, which it may update upon notice to the other parties.
2. The parties also acknowledge that SIFN and MIFN have each established corporations that are providing residential placement homes that are provincially approved to accept placements of children and youth in care. In Sheshatshiu, Shushepeshipan Ishpitentamun Mitshuap Inc. operates a group home and two emergency placement homes. In Natuashish, Mushuau Innu EPH and Group Home Inc. operates an emergency placement home and group home in Natuashish is also planned. These separate corporations are not parties to this Protocol, but they are acknowledged here given their role in child and family services within the Innu communities.

Responsibilities

3. Each party is responsible for ensuring that their employees:
 - a. Fulfill their own duties within their party's roles as outlined above;
 - b. Work collaboratively with the other parties and their employees;
 - c. Treat the employees of the other parties with respect and decency;
 - d. Carry out this agreement within the course of their duties.

Application

4. This Protocol applies to all Innu children and youth in the Province of Newfoundland and Labrador. The parties recognize that the pace and manner of implementation outside in the communities of Sheshatshiu and Natuashish will be different than within them.

5. “Innu” in this Protocol means a child or youth who is a member or reasonably believed to be eligible to be a member of Sheshatshiu Innu First Nation or Mushuau Innu First Nation. It includes families of mixed Innu/non-Innu heritage. Anyone living in Sheshatshiu or Natuashish will be assumed to be Innu for the purposes of this Protocol unless the family makes clear that they are not Innu or if MIFN or SIFN tells CSSD or IRTS that the family is not Innu.
6. Sometimes this Protocol and its Appendices refer to specific notification processes in Sheshatshiu vs Natuashish, or to lists differentiating Sheshatshiu Innu (SIFN) children and youth and Mushuau Innu (MIFN) children and youth. CSSD may treat this as follows:
 - a. If CSSD is unsure which process to use, or is having trouble making contact, CSSD is encouraged to use the Sheshatshiu notification process referred to in Appendix F (see in particular #2 of Appendix F at (a)(i) and (c)(i)).
 - b. CSSD should use Natuashish notification processes for children and youth located in Natuashish, or if a Natuashish IRTS employee is already known as the contact person on an ongoing file. In other situations, the Sheshatshiu notification process should be used.
 - c. CSSD is encouraged to try to determine if a child or youth is a member, or eligible to be a member, of SIFN or MIFN. If that information is known, CSSD is encouraged to record that in their lists, database, and other relevant records.

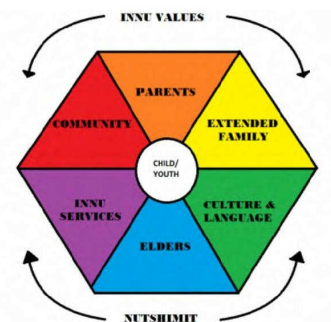
Guiding Principles

Three Needs of Every Innu Child & Youth

7. Innu Prevention Services and the Innu Representatives have identified 3 things that should be in place for every Innu child and youth, at a minimum, to sustain their well-being. Every Innu child needs:
 - a. At least one consistent & healthy Innu caregiver in their life;
 - b. To learn where they will always belong; and
 - c. Opportunities to experience Innu culture and learn Innu history, in Nutshimit.

Innu Care Approach

8. The parties acknowledge the Innu Care Approach, which was developed by Innu to inform services with Innu children, youth and families: ¹
- a. The Innu Care Approach starts with Innu knowledge that the wellbeing of Innu children and youth depends on the wellbeing of the supports around them, including:
 - Parents
 - Extended Family
 - Community
 - Elders
 - Culture & Language
 - Innu Services
 - b. These supports are like *tshuap* poles that support a caring environment around Innu children and youth. They stand strongly on the ground of *Nutshimit* which is inseparable from *Innu-aitun* (culture and way of life). The Innu Healing Values wrap around this support structure, protecting the Innu way of life. In this supportive environment, our children and youth are encouraged to grow strong in all aspects of life.
 - c. Innu children, youth, families and communities have an enormous wealth of knowledge and skills that must be valued and engaged with in order to rebuild the circles of support that keep all Innu healthy and strong.
 - d. Re-building resilient circles of care is a multigenerational process. The healing process is different for every individual, family and community, and it takes place through cycles over time, not necessarily in a linear way.
 - e. These images that can help in understanding the Innu Care Approach:



¹ A *Guide to the Innu Care Approach* (2017) may be accessed at: <http://www.irtsec.ca/2016/wp-content/uploads/2018/01/A-Guide-to-the-Innu-Care-Approach-Dec-2017.pdf>

Innu Healing Strategy

9. The parties also acknowledge that their work together through this Protocol is reflective of the *Innu Healing Strategy* (2014),² which includes the following principles:
- 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. We are committed to the mission to rebuild healthy, sustainable, and resilient Innu communities (p. 10).
 - e. We honour the Innu Healing Values of respect, trust & honesty, cooperation, family, and nature (p. 12).

Information Sharing

10. The portions of this Protocol that address the sharing of information (including Appendices) are to be considered as an information sharing agreement within the meaning of s. 95 of the CYFA.
11. CSSD, Innu Representatives and Innu Prevention Services will proactively share with each other all relevant information they hold about Innu children, youth and families in the child and youth protection system, subject to s. 93 of the CYFA and other mandatory limitations required by law.
12. For greater certainty, information about a pregnancy may fall outside of the scope of mandated child or youth protection involvement, and if so, is not to be proactively shared. See Appendix F (at #20-23) for further details on support to parents prior to a birth.

² A copy of the *Innu Healing Strategy* (2014) may be accessed at: <http://www.irtsec.ca/2016/wp-content/uploads/2014/08/An-Innu-Healing-Strategy-June-2014-4.pdf>

13. If a CSSD employee believes a mandatory exception to information sharing applies under s. 93 of the CYFA or otherwise by law, the CSSD employee will indicate this to the other party to this Protocol, and will not share that information at that time. The employee will consult as needed with CSSD management on any steps to be taken (e.g. can the information be shared with parental consent, for example), and will comply with CSSD policies in relation to that information. The parties anticipate that the exceptions to information sharing will be rare and most information will be shared.
14. For reference and understanding, the purposes behind the open information sharing principle in section 11 include the following:
- a. Innu governments and the Government of Newfoundland & Labrador all have a role in standing up for the best interests of Innu children and youth.
 - b. The Federal Child Welfare Law requires service providers to give priority to prevention services, and the parties are committed to doing so, which requires full coordination between CSSD child protection services and Innu Prevention Services.
 - c. The CYFA allows the Minister of CSSD to make information sharing agreements with Indigenous governments.
 - d. The CYFA already supports information sharing that is in the best interests of a child or youth, as well for case planning or integrated service delivery purposes, including disclosure for those purposes to Indigenous representatives.
 - e. The parties acknowledge that information sharing is important to the ability of Innu Prevention Services and Innu Representatives to provide their services effectively in the best interests of Innu children and youth. CSSD believes that the work of Innu Representatives and Innu Prevention Services is beneficial to Innu children and youth and is essential for good case planning and service delivery for the Innu children and youth receiving services from CSSD.
 - f. Information sharing will facilitate transitions towards an Innu Law, which is in development.
15. CSSD commits to develop and maintain policies to support the disclosure of information further to the implementation of this Protocol.

16. All parties believe in the importance of working to empower and support the role of parents in their children/youth's lives. Because it is essential that timely information sharing occur as a matter of course in order to serve the best interests of Innu children and youth and to coordinate services for their benefit, the consent of parents or other individuals is not required for information sharing under this agreement and should not routinely be sought out for that purpose. The parties will inform parents about the information sharing occurring under this Protocol. The parties will collaborate with each other to help present clear and consistent information to Innu families about this Protocol, that supports the message that each party is doing important work for Innu children and youth, and will be sharing information as part of the coordination of services and to promote the best interests of Innu children and youth.
17. IRTS will take the measures set out in **Appendix E** to protect the security and confidentiality of information provided to Innu Representatives and Innu Prevention Services. Appendix E may be updated with the consent of both CSSD and IRTS, upon notice to the other parties.
18. Nothing in this Protocol authorizes sharing of information other than as set out in this Protocol, but it does not prevent such information sharing if otherwise legal.

Day to Day Case Work with Families

19. Day to day case work with families is to be addressed in the manner set out in **Appendix F**, which may be updated with the consent of both CSSD and IRTS, upon notice to the other parties. For greater certainty, the term "case work" in this Protocol is not intended to only relate to matters which have ongoing court cases or involvement. "Case work" means any and all work/engagement on child and family services matters between one or more parties and a family. For CSSD this includes the protective intervention, kinship, in care, adoptions and youth services programs. For IRTS, it includes the Innu Prevention Services and Innu Representatives programs.

Periodic Meetings, Reports and Joint Initiatives

20. The parties' terms of agreement regarding periodic meetings, the preparation and exchange of certain reports, and certain joint initiatives are set out in **Appendix G**. Appendix G may be updated with the mutual agreement of CSSD and IRTS, upon notice to the other parties.

Staff Orientation and Training

21. CSSD will ensure that its staff working in the Innu communities or frequently involved on Innu files under the CYFA have received the following orientation, to be completed within 60 days of this Protocol coming into effect for existing staff and within 60 days of a new staff member starting work:
 - a. Orientation to this Protocol.
 - b. Orientation on the national minimum standards on Indigenous child welfare contained within the Federal Child Welfare Law, being sections 9-17 of that law.
 - c. An orientation to Innu culture, Innu history, Innu services, and the Innu community/ies they will be working most closely with. This orientation must be provided by IRTS, SIFN, MIFN or Innu Nation, or by a provider they have authorized. The 60-day timeline applies to this subsection (c) only to the extent of the availability of the Innu parties to provide or authorize that training within the 60 days, and is considered extended during any time when such training is not available.
22. IRTS will ensure that its staff working with this Protocol receive an orientation to this Protocol within 60 days of this Protocol coming into effect for existing staff and within 60 days of a new staff member starting work.
23. IRTS will aim, if it considers it reasonable and feasible to do so, to provide orientation to its Innu Representatives on the CYFA and on the national minimum standards on Indigenous child welfare contained within ss. 9-17 of the Federal Child Welfare Law. This goal does not restrict IRTS from offering such orientation to other staff as well if it chooses to.
24. The parties will look for reasonable opportunities to invite each other to orientation or training sessions, collaborate on materials, jointly pursue external training, or offer sessions jointly.

Review of Protocol

25. This Protocol will be reviewed by the parties at least every 3 years. Nothing in this Protocol limits the ability of the parties to make amendments whenever they determine, or to engage in dialogue about ways to improve implementation. In particular the Appendices have been created to make updates to them easier for the parties to undertake as needed.

Disagreements

26. If any party has a concern about how a person or party is undertaking the work of this Protocol, or about any decision made or action taken in relation to an Innu child, youth or family, then the staff persons involved should first discuss the concern together and attempt to resolve it between them. Depending on the nature of the concern, staff may need to engage with more senior staff within their own organization in order to try to address the matter.
27. If these efforts do not fully address the concerns, either party may reach out to connect on the level of IRTS management to a CSSD Zone Manager (generally on clinical decisions) or the CSSD Regional Director (generally on operational matters that are not case specific), or other appropriate person as may be needed, for consideration of the issue.

Potential for Innu Law

28. The parties recognize that Innu Nation has provided advance notice to the Province and to the Government of Canada that it is working on an Innu Law in child, youth and family services. The parties anticipate that, at some point, Innu leadership may initiate the negotiation of a Coordination Agreement, and may lead into the implementation of an Innu Law.
29. The parties acknowledge that if an Innu Law comes into effect, with or without a Coordination Agreement having been completed, that law may impact the roles and responsibilities of one or more parties to this Protocol and/or the terms of this Protocol. If an Innu Law comes into effect, and if this Protocol has not been amended to reflect the Innu Law, the parties agree to revisit this Protocol in a timely manner to ensure that it operates consistently with Innu Law. Similarly, should any substantive changes be undertaken to either the CYFA of the Federal Child Welfare Law, the parties agree to review the Protocol and determine whether modifications are needed.

General

30. This Protocol replaces the Working Relationship Agreement dated September 30, 2015, which is no longer in effect on the date this Protocol comes into effect.

31. This Protocol will come into effect one month after the date of the last signature below, and will remain in effect unless terminated. A party may terminate its participation in this Protocol by providing at least 60 days written notice to the other parties.
32. All parties acknowledge that notification, consultation or dispute resolution under this Protocol cannot postpone or delay any timelines that apply to CSSD based on its legislative duties. Further to CSSD's child protection mandate, CSSD may be required to proceed with a course of action pending further discussions, whether or not IRTS, MIFN or SIFN have been able to respond, and whether or not they agree.
33. This Protocol does not alter the duty imposed by the CYFA on all persons to report situations where a child or youth is or may be in need of protective intervention.
34. Appendices E through G (inclusive) of this Protocol form part of the binding terms of this Protocol. Appendices A through D (inclusive) are informational, they are not terms of agreement.
35. This Protocol may only be amended in writing signed by the parties, except that the Appendices may be amended in the manner specified above for each Appendix.
36. Nothing in this Protocol restricts Innu political leadership or Government of Newfoundland & Labrador leadership from engaging on child, youth and family services matters in their roles as leaders, spokespersons, community advocates, or otherwise.
37. No party may assign this Protocol in whole or in part to any third party without the prior written approval of the other parties.
38. The obligations of confidentiality survive the termination or suspension of this Protocol or withdrawal of any party.
39. This Protocol 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 SIFN, MIFN or Innu Nation. This Protocol is not a treaty or land claim agreement within the meaning of the *Constitution Act, 1982*.
40. This Protocol does not effect a transfer of jurisdiction, or of program responsibilities, between or amongst the parties. CSSD agrees that wherever possible, it will attempt to develop and interpret its policies and procedures in accordance with the expectations of

this Protocol. However, where this cannot be achieved CSSD staff will apply the CSSD policies and procedures to the affected decision making and/or action.

41. Updates to a party’s contact information or representatives may be made upon written notice to the other parties. At this time, the following party information is provided for the purpose of any formal notice of termination or other general purposes:

<p>For CSSD:</p> <p>The Minister of Children, Seniors and Social Development c/o the Assistant Deputy Minister (Service Delivery & Regional Operations) PO Box 8700 St. John’s, NL, A1B 4J6 Telephone: (709) 729-3473 Fax: (709) 729-1049</p> <p>With a copy to the Zone Managers for Sheshatshiu and Natuashish</p>	<p>For IRTS:</p> <p>The Executive Director of the Innu Round Table Secretariat 211 Peenamini Drive c/o Sheshatshiu Innu First Nation PO Box 160 Sheshatshiu, NL, AOP 1M0 Telephone: (709) 497-3855 Fax: (709) 497-3881</p> <p>With a copy to the IRTS Prevention Manager</p>
<p>For SIFN:</p> <p>The Chief of Sheshatshiu Innu First Nation Sheshatshiu Innu First Nation PO Box 160 Sheshatshiu, NL, AOP 1M0 Telephone: (709) 897-7131 Fax: (709) 497-8502</p> <p>With a copy to the SIFN Social Health Director</p>	<p>For MIFN:</p> <p>The Chief of Mushuau Innu First Nation Mushuau Innu First Nation PO Box 190 Natuashish, NL, AOP 1A0 Telephone: (709) 478-8827 Fax: (709) 478-8833</p> <p>With a copy to the MIFN Health Commission Director</p>

Definitions

42. In this Protocol:

- a. “Innu Representative” means a representative appointed by SIFN or MIFN, and having the functions of an Indigenous representative within the meaning of the CYFA as well as other duties and responsibilities as may be assigned by their employer, and for greater certainty the employer of the representative need not be SIFN or MIFN (and is currently IRTS);

- b. "CYFA" means the *Children, Youth and Families Act*, SNL 2018, c C-12.3, that was enacted by the Province and came into force on June 28, 2019, replacing the Province's former child protection legislation;
- c. "Federal Child Welfare Law" means *An Act respecting First Nations, Inuit and Métis children, youth and families*, SC 2019, c 24, which was previously known as Bill C-92, and came into force on January 1, 2020;
- d. "including" means "including without limited to" and "includes" has a corresponding meaning; and
- e. Bold font is sometimes used to help identify reference points in the text, and should not be used for interpretation, and for greater certainty, it does not mean that non-bold text is less important.

Signed by the parties as follows:

June 10, 2021.
Date

John Abbott
HER MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR the
Minister of Children, Seniors and Social
Development

June 10th / 21
Date

[Signature]
SHESHATSHIU INNU FIRST NATION:
Chief, having Council approval

June 10th / 21
Date

[Signature]
MUSHUAU INNU FIRST NATION:
Chief, having Council approval

Jun 10, 20
Date

[Signature]
INNU ROUND TABLE SECRETARIAT:
A representative, having Board approval

Appendix A – Department of CSSD

The Department of Children, Seniors and Social Development (CSSD) has legislated responsibilities under the Children, Youth and Families Act (CYFA), 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 by offering, where appropriate and available, services that are designed to maintain, support and preserve the family where it is in the best interests of children and youth”.

The Federal Government has enacted the Act respecting First Nations, Inuit and Metis children, youth and families and the provisions of this legislation require CSSD to implement it throughout Newfoundland and Labrador. The Act affirm[s] the inherent right of self-government, which includes jurisdiction in relation to child and family services, and sets national principles for provinces and territories to follow in provision of services to Indigenous children, youth and families. In accordance with the Act, CSSD social workers are also required to provide notice of significant measures taken in relation to Indigenous children and youth to applicable Indigenous governing bodies. CSSD will continue to collaborate with the Innu First Nations and the Innu Round Table Secretariat, and other Indigenous governments and organizations where and as appropriate, on implementation of this legislation. Social workers, supervisors and zone managers employed by CSSD are responsible for making child protection decisions as required under the CYFA and policy, including urgent decisions. Wherever possible, these decisions will be informed by the involvement of the child or youth, their family, Innu representatives, and others who are involved in the child or youth’s life.

Social workers engage with families directly in the delivery of the full range of child protection services. Social workers report to, and are supported by, program supervisors. At various stages of involvement, social workers are required to consult with their supervisor and seek approval regarding decisions and direction in their work with a child, youth or family. Zone managers are appointed under the Children, Youth and Families Act and have specific authority under the legislation, including the care and custody of children and youth and the responsibility to make decisions with respect to those children.

Interventions provided by CSSD under the CYFA include providing or connecting children, youth and families to a range of services and supports aimed at reducing risk to children and youth so that CSSD involvement is no longer required.

When the safety of a child cannot be maintained or assured in the family home, the children may be cared for temporarily in one of the following arrangements:

- **Kinship Services:** provide support for relatives or significant others who are willing and capable of providing care to a child who is in need of protective intervention and requires an

out-of-home placement. When a child is in a Kinship arrangement custody of the child remains with the parent and does not transfer to a zone manager.

- **Protective Care Agreement:** parents may enter into a written agreement with CSSD that allows them to transfer care and supervision of a child to a zone manager. A PCA does not transfer custody of the child to a manager.
- **In Care Program:** when a child or youth is in care, their care and custody has been transferred to a zone manager through an order from the court. The court makes a legal determination that a child or youth is in need of protective intervention and places the child or youth in the care and custody of a manager on a temporary or permanent basis.

When children and youth are in care, placement with a relative or significant other foster family is the preferred option as it is least intrusive for a child and ensures the child maintains a connection to kin. Where a relative foster home is not available, children may also be placed with regular (non-relative) foster homes. Foster parents are recruited, assessed, approved and supported by social workers in the CSSD.

Children and youth in care may also be placed in other foster care placements such as family-based caregiver homes, residential placements (e.g. Emergency Placement Homes, Group Homes and Individualized Living Arrangements).

- **Youth Services Program:** CSSD is also mandated to assist youth in need of protective intervention during their transition to early adulthood. Youth aged 16 and 17 may be eligible to receive financial and supportive services as well as youth transitioning from the In Care Program at age 18. A youth's involvement in the program may continue until their 21st birthday if they engage in an individualized plan with their social worker. All services under the Youth Services Program are provided through a voluntary Youth Services Agreement signed directly with the youth.

Appendix B – IRT Secretariat: Innu Representatives & Innu Prevention Services

Innu Round Table Secretariat Inc.

The Innu Round Table Secretariat is a corporation established by the Innu to provide joint services and capacity building to Sheshatshiu Innu First Nation and Mushuau Innu First Nation.

SIFN and MIFN have designated the IRTS as their Prevention Services Agency, and have also chosen to deliver Innu Representatives services through the IRTS. More information on these two services follows below.

Beyond the child, youth and family services sector, IRTS is also involved in other areas. It delivers Income Support to both communities, and is also involved in a number of capacity building initiatives in the health sector. IRTS also coordinates regular trilateral meetings between Innu governments, the government of Newfoundland & Labrador, and the government of Canada. This trilateral process is known as the Innu Round Table.

Innu Representatives

Innu Representatives are the voice of the child's Innu community in the child and youth protection system. They have a role in the provincial protection system with respect to Innu children and youth.

More specifically, their main roles are to act as advocates, contacts, connectors, and cultural representatives:

- As *advocates*, they act as the voice of the child or youth's community in protection matters. They speak up and have a say in the child or youth's best interests. The Innu Representatives may take a position in the case, participate in planning and meetings, and advocate with CSSD and with the courts and any other parties. In carrying out this role, the Innu Representatives may exercise rights under the CYFA with respect to Indigenous Representatives, under sections 12 and 13 of the Federal Child Welfare Law, under this Protocol, and under laws of general application. For example, they receive notices & information, discuss matters with CSSD and work to try to resolve cases outside court, and may participate in court.

- As *contacts*, Innu Representatives receive official notices from CSSD. These can be notices to Indigenous Representatives as required by the CYFA, or notices of significant measures to an Indigenous Governing Body as required by the Federal Child Welfare Law. This role does not limit the ability of Innu Prevention Services to receive information as well, in order to coordinate with and give priority to preventative services.
- As *connectors*, Innu Representatives help to link children, youth and families to their circle of care, including to Innu Prevention Services, their extended families, and other resources and services. They help to support, help them navigate the system, and help facilitate an effective flow of relevant information to the relevant people in the best interests of children and youth.
- As *cultural representatives*, Innu Representatives promote the Innu guiding principles about health, healing, children, youth and families. See the section on Guiding Principles in this Protocol, e.g. the three needs of every Innu children, the Innu Care Approach, and the Innu Healing Values. They use these guiding principles to take positions that serve the best interests of Innu children and youth.

Each Innu Representatives has full and valid authority in their assigned cases. There is a Senior Innu Representative within each community that provides guidance within their team, but they are not the only Innu Representative for their community.

Any Innu Representative may delegate functions if they are not available, including court appearances or attendance at a meeting, to any other Innu Representative or other IRTS employee within Innu Prevention Services.

Innu Prevention Services

Innu Prevention Services provide prevention services that are targeted towards the Innu families *involved* in the child and youth protection system, or *at risk of involvement*.

Innu Prevention Services is focused on the goals of reducing risk to Innu children and youth and improving their well-being. More specific objectives include reducing the number of Innu children and youth who are in care, enabling more placements within the Innu communities, and reducing the need for and level of involvement of provincial protection services.

IRTS Innu Prevention Services is staffed by registered social workers, community workers, and other positions.

It is important to note that beyond IRTS Innu Prevention Services, SIFN and MIFN have a wider role in services at the community-wide level, some of which are part of a broader definition of prevention. But unlike IRTS, MIFN and SIFN do not specifically target their services to families involved with child protection or at risk of involvement.

Further information on IRTS teams in Sheshatshiu and Natuashish

Natuashish has a smaller case work team. Growth in 2021 is planned to include a total of up to 3 Innu Representatives, likely 2 Prevention social workers, likely 2 Prevention community workers, plus 1 Prevention case work supervisor. The numbers indicated show plans for 2021. Throughout 2020 the actual staff team was only 3 people total, who divided work amongst themselves as needed. This may be updated as the team grows.

Sheshatshiu is planned in 2021 to have a case work staff of 5 Innu Representatives, 4 Prevention social workers, 4 Prevention community workers, and 1 Prevention case work supervisor. The Sheshatshiu group is organized into the following three teams:

1. Active Court – This team focuses on families with current court involvement.
2. In Community – This team focuses on prevention within the community, placements within the community, and the PIP caseload.
3. Cultural Connection – This team focuses on families with children and youth placed outside the community.

Appendix C – Sheshatshiu Innu First Nation

SIFN Health & Healing Organizational Chart

http://www.irtsec.ca/2016/wp-content/uploads/2017/05/SIFN-Organizational_v12_HL.pdf

SIFN Health and Healing Asset Map – Helping Circle

http://www.irtsec.ca/2016/wp-content/uploads/2017/05/SIFN-Helping-Circle_v13_HL.pdf

Appendix D – Mushuau Innu First Nation

MIFN Health & Healing Organizational Chart

http://www.irtsec.ca/2016/wp-content/uploads/2017/05/MIFN-Organizational_v12_HL.pdf

MIFN Health and Healing Asset Map – Helping Circle

http://www.irtsec.ca/2016/wp-content/uploads/2017/05/MIFN-Helping-Circle_v7_HL.pdf

Appendix E – Security and Confidentiality of Information at IRTS

1. IRTS must treat all personal information and file-specific information received from CSSD as confidential information (in this appendix, “confidential information”). IRTS acknowledges that such information is highly sensitive and that confidential information received from CSSD which relates to the care and protection of children and youth has special protections under s. 90 of the CYFA which the parties must follow.
2. Confidential information may only be used for the specific and legitimate purpose of performing job duties for the safety, health and well-being of the Innu child and youth to whom the information relates. For greater certainty, this includes:
 - a. connecting with the child, youth, and/or family to identify their strengths, goals, needs for support, views, preferences, and to discuss any other matters relevant to the child protection matter and related prevention services;
 - b. internal use within the IRTS team providing services to that child, youth or family (inclusive of the supervision of such services);
 - c. consulting with SIFN/MIFN, as the case may be, regarding the best interests of the child/youth and the position of the First Nation in the matter;
 - d. connecting within IRTS Innu Prevention Services, connecting with other relevant preventative or supportive services including those within IRTS or at SIFN or MIFN among others if relevant, or assisting in the provision of relevant services;
 - e. identifying the circle of care around the child, youth and family, including formal and informal support people;
 - f. connecting with extended family or other people in the community for the purposes of better supporting the child, youth and family;
 - g. connecting with people or placement providers that may provide a placement for the child or youth if that may be necessary;
 - h. consultations with CSSD;
 - i. use of legal counsel; and
 - j. participation in court and in any meetings, circles, case conferences or other decision-making processes about the matter.
3. In using confidential information, IRTS staff must consider *who* needs to know the information, *why* do they need to know it in the child or youth’s best interest, and *what pieces of information* do they need to know. Use and disclosure of confidential information is on a “need to know basis”. For example, when connecting with a service provider, IRTS will consider what information that service provider needs to know, and will not provide further details beyond that.

4. Use or disclosure outside the scope of section 2 above is prohibited, except;
 - a. if appropriate to the circumstances, with the consent of CSSD;
 - b. with the consent of the affected person; or
 - c. if required by law.

5. The parties acknowledge that various legislation may provide particular privacy, confidentiality and access to information requirements that could apply to confidential information within the scope of this agreement, such as the CYFA, the Adoption Act, 2013, the *Youth Criminal Justice Act* (Canada), and the Federal Child Welfare Law. Without limitation, the parties acknowledge that publishing or making public identifying information is prohibited under s. 55 of the CYFA.

6. IRTS must take precautions against the risk of inadvertent disclosures or loss of confidential information, including:
 - a. ensuring verbal discussions take place in a private environment;
 - b. ensuring electronic confidential information is appropriately stored and password protected;
 - c. ensuring that devices used to access electronic confidential information are password protected;
 - d. ensuring paper documents with confidential information are appropriately stored in a locked cabinet or locked office;
 - e. ensuring that all access to confidential information is limited to appropriate personnel;
 - f. ensuring all personnel with access to confidential information sign oaths of confidentiality and are informed of their confidentiality obligations.

Appendix F – Day to Day Case Work with Families

Scope

1. As confirmed in s. 19 of the Protocol, this Appendix is intended to address the interaction of IRTS and CSSD in their daily clinical/client work with Innu children, youth and their families. It is not limited to those matters which are involved with the courts. This would include protection intervention program caseloads, kinship placements, in care, youth services, IRTS prevention and other caseloads.

Notification for Referrals and Incidents

2. Call for all Referrals:
 - a. If CSSD receives a child protection report or youth services referral (either of which may be termed a “referral” in this Appendix), it will call IRTS before a CSSD worker goes out to respond to the call. This contact will be made as follows:
 - i. For Sheshatshiu: During regular office hours of the IRTS, calling the main office, and after hours, calling the designated on-call phone. Please note that these numbers are indicated on CSSD’s intranet system.
 - ii. For Natuashish: Calling or otherwise attempting to reach an Innu Representative or Innu Prevention Services worker.
 - iii. If the matter arises outside of Sheshatshiu or Natuashish, or if CSSD is not sure who to call, the call should be made as if for Sheshatshiu.
 - b. The requirement to call in advance of going out to respond to the referral will have different implications for same day referrals, 7-day referrals, and youth services referrals:
 - i. A referral with a same day response time should be called in to IRTS as soon as possible, at any time of day or night, whether it is a weekday, weekend or holiday.
 - ii. A referral with a 7-day response time should be called in to IRTS during regular working hours, i.e. non-holidays Monday to Friday, 8:30am – 4:30pm.
 - iii. A youth services referral has a 14-day timeframe to offer intake services to the youth, so these referrals will typically be called in to IRTS during regular working hours, i.e. non-holidays Monday to Friday, 8:30am – 4:30pm, unless urgent.

- iv. If the referral is screened out at a very early stage such that CSSD does not need to respond to the call in person, CSSD should still call IRTS during regular working hours, i.e. non-holidays Monday to Friday, 8:30am – 4:30pm.
 - c. After the phone call, CSSD should then follow up with an email about the referral, within a reasonable time. The email should be sent to:
 - i. For Sheshatshiu: InnuRepSSS@irtsec.ca
 - ii. For Natuashish: InnuRepNat@irtsec.ca
 - iii. If the matter arises outside of Sheshatshiu or Natuashish, or if CSSD is not sure what email to use, use the Sheshatshiu email.
3. In addition to the regular case planning process for children and youth in care, if any of the following applies to an Innu child or youth in care, CSSD will notify IRTS on the same basis as though it were a referral, using the process outlined above in #2 of this Appendix:
 - a. the child or youth is a Missing Child/Youth as defined in CSSD's Protection and In Care Policy & Procedure Manual, or is abducted, or runs away;
 - b. the child or youth experiences a Critical Incident as defined in CSSD's Protection and In Care Policy & Procedure Manual (Critical Incident: An incident of extraordinary or life-threatening nature that directly impacts the safety and well-being of a child or youth, such as violence, assault (including, at least for purposes of this Protocol, any sexual assault), injury and other serious criminal matters. A critical incident includes significant threats of self-injury, self-harm, or suicidal ideation requiring hospitalization beyond the initial assessment and treatment. A critical incident may also constitute a critical injury.);
 - c. the child or youth suffers a Critical Injury or Death as defined in CSSD's Critical Injury and Death Protocol; (Critical Injury: Critical injuries are primarily those that are beyond the scope of daily practice and life experiences of children/youth involved with CSSD. These events or circumstances are very serious in nature and have either caused or may cause serious physical or psychological injury.) or
 - d. the child or youth experienced a death of a significant other (e.g. siblings, parent, grandparent, other), and IRTS will make an effort to notify CSSD of those matters as well.

4. Where CSSD staff believe that an Innu child or youth in care is experiencing heightened distress, or events are occurring that CSSD believes have the potential to heighten the child or youth's distress, CSSD staff shall reach out to the appropriate IRTS staff at the earliest opportunity. This contact may occur formally or informally, through ongoing case planning or otherwise, depending on the nature of the concern and supports sought. IRTS staff will work with CSSD staff to help identify any services and supports that can be offered to support the child or youth.
5. If a foster home or other placement in which an Innu child or youth in care is residing becomes subject to investigation, CSSD will notify IRTS on the same basis as though it were a referral, using the process outlined in #2 of this Appendix, above.
6. The parties acknowledge the importance of investigations and interviews mandated by the CYFA and CSSD policies. These interviews must be undertaken by CSSD staff and occur in a manner that is established in CSSD policies. IRTS staff will generally be present during interviews and related meetings with families, unless a particular interview needs to be done without others present. In those instances, CSSD staff will identify the need for such privacy and IRTS staff must not interfere with the investigation or interview. CSSD and IRTS staff will identify circumstances where interpretation is needed in the course of its interviews and meetings with Innu children, youth and families, and CSSD agrees to make best efforts to facilitate the interpretation services.

Updates on Ongoing Cases

7. The parties will update each other on ongoing cases as follows:
 - a. What kinds of updates:
 - i. The parties will keep each other updated with respect to relevant case developments.
 - ii. At a minimum, CSSD will reach out at the Minimum Discussion Points below (see #11 of this Appendix).
 - b. Who to update:
 - i. IRTS and CSSD will make an effort to keep each other updated about who within their organizations is assigned to various cases on an ongoing basis.
 - ii. CSSD outreach with respect to ongoing cases should, when possible, be made by the social worker directly contacting one of the people at IRTS specifically assigned to that case.

- iii. If CSSD is not sure who to contact, or has not gotten a response, in Sheshatshiu CSSD may call the IRTS Sheshatshiu main office phone number for this purpose.
- c. When:
 - i. Calls regarding ongoing cases should be made during regular working hours, i.e. non-holidays Monday to Friday, 8:30am – 4:30pm; unless something urgent has arisen, in which case the call should be made at any time.

Invitation to Meetings

8. CSSD will invite the assigned Innu Representative to all case planning meetings and meetings with families wherever possible. If CSSD has determined that the Innu Representative will not be invited, CSSD staff will notify the Innu Representative of the meeting, the reasons why they were not invited and provide an overview of what transpired at the meeting, unless prohibited from doing so by law.
9. The Innu Representative or other Innu Prevention Services staff will be invited to participate in case planning for children and youth in care as members of the In Care Planning team. This team, initiated by the CSSD social worker, is involved in developing plans for children and youth in care, identifying and providing supports and services, and monitoring goals and outcomes for the child or youth through the In Care Progress Report and the Cultural Connection Plan.
10. With respect to any meeting, including those referenced in #8 and #9 of this Protocol above, the Innu Representative may wish to bring others from IRTS or a health/social health services staff from the applicable First Nation with them. In those cases, the additional attendees will, when possible, be indicated to CSSD in advance of the meeting so appropriate arrangements for the meeting can occur. Should the Innu Representative wish to send another person in their office in their place, they will also advise CSSD in advance when possible. CSSD likewise will, when possible, indicate to the Innu Representative of any persons from CSSD who will be in attendance at any meetings, including their intention to bring service providers or other professionals to the meeting.

Minimum Discussion Points

11. During any Innu child or youth protection matter, CSSD will provide Innu Representatives with updates on new information, and will seek meaningful input from Innu Representatives on all decisions affecting Innu children and youth. In order to facilitate the best engagement between the parties, CSSD agrees to provide advance notice of its intention to make decisions, other than those that arise in urgent or emergency circumstances or where a decision must be made immediately. This will allow the parties to co-ordinate necessary information sharing about the matter, exchange knowledge and perspectives, and gather additional information to inform discussion about the decision and the best interests of the Innu children/youth. This will start with CSSD contacting Innu Representatives on the matter well in advance, except in emergencies when contact will be made as soon as possible. CSSD will discuss the matter and will listen to Innu perspectives with an open mind.
12. For greater certainty, the parties agree that there are certain minimal situations that warrant such discussion, which we are calling Minimum Discussion Points:
 - a. the creation, renewal, ending or updating of Safety Plans, Service Plans, Family Centered Action Plans or any other documents outlining what a family is supposed to do to stay together with their children and youth or to have their children and youth returned to their care;
 - b. case planning, including whether the circumstances require a child or youth to come into care, what court applications or agreements may need to be made to address the risk assessed by CSSD, and how to reduce that risk;
 - c. In Care planning, including where to place a child or youth in care, and any changes in placement, as well as planning for transitions from care;
 - d. the Plan for the Child (or youth) in care within the meaning of s. 29 of the CYFA;
 - e. the Cultural Connection Plan for a child or youth in care, within the meaning of s. 29(3)(e)(iv) of the CYFA, divided as follows:
 - i. If the child or youth is placed *outside* the Innu communities, CSSD will collaboratively plan the content of the Cultural Connection Plan with Innu Representatives;
 - ii. If the child or youth is placed *within* the Innu communities, CSSD will use any standard materials or processes that Innu Representatives have approved for that purpose; and

- f. potential adoptions or transfers of custody to a third party, always to be discussed in advance of CSSD providing its consent related to these processes.
13. The parties acknowledge that, despite the efforts described above, agreement will not be possible in every single case. If agreement is not reached:
- a. the parties acknowledge that CSSD's decision will be implemented to the extent of its legislative role under the CYFA, pending court determination if applicable or later agreement;
 - b. where there was no opportunity for discussion prior to a decision, the parties agree to convene and discuss the matter including the possible alternative case plans or decisions; and
 - c. the parties agree to continue to discuss the matter through future case planning as long as the issue(s) continue to be relevant.

Innu Representatives' Ability to Participate in Court

14. IRTS will keep the CSSD Minister updated about who its current Innu Representatives are, in accordance with the CYFA regulations. CSSD will keep the courts updated about these lists.
15. Further to s. 13(b) of the Federal Child Welfare Law, and after January 1, 2020, Innu Representatives have the right to make representations in a proceeding under the CYFA involving an Innu child or youth. While s. 54(b) of the CYFA says that an Indigenous representative may "apply to be heard", no application to court for this purpose is necessary, as the right is automatic by law due to s. 13 of the Federal Child Welfare Law.
16. CSSD and IRTS staff will work together with any parties to the CYFA matter and the courts to help ensure that Innu Representatives can participate effectively, e.g. to be heard properly, to be able to present information to the court in support of their views, or to be able to bring forward an alternative plan. Any attempt by the parties to facilitate the Innu Representatives' participation in such ways does not detract from their ability to apply directly to the court to be added as a party to a CYFA court matter.

17. If an Innu Representative applies to the court for party status in a proceeding, pursuant to the Provincial Court Family Rules, 2007, NLR 28/07 or the Rules of the Supreme Court, 1986, SNL 1986, c 42, Sch. D, as applicable and as updated or replaced from time to time, the court will decide the application. CSSD will generally not take a position on the application, but for greater certainty may reflect to the court the view of unrepresented parents who are CSSD clients. CSSD will ensure that Innu Representatives are aware of any concerns held by CSSD as soon as possible, so the parties can discuss the matter.

Innu Access to Innu Children and Youth

18. CSSD will work with Innu Representatives and Innu Prevention Services to aim to ensure that appropriate staff from IRTS and if appropriate from the child or youth's First Nation have pre-approved access to Innu children and youth in care through inclusion in the In Care Plan for that child or youth.

19. If an IRTS, MIFN or SIFN staff or representative wishes to have access to an Innu child or youth in care who is not specified in the In Care Plan, access may be requested to CSSD and CSSD will not unreasonably withhold its consent.

PARTICULAR CIRCUMSTANCES:

Prior to a Birth

20. The parties acknowledge that priority for prevention services applies to prenatal services as per s. 14(2) of the Federal Child Welfare Law, but that generally speaking CSSD does not have the mandate to respond to a potential child protection matter before a child is born.

21. If CSSD receives information or a referral that relates to concerns about a pregnancy:

- a. CSSD will ask the mother's consent to make a referral to Innu Prevention Services. If the mother does not consent to a referral to Innu Prevention Services, CSSD will seek consent to refer to another Innu service provider such as SIFN/MIFN health or SIFN social health.

- b. CSSD is legally required to retain such information, but it will ensure that improper use and disclosure of the information is avoided. Careful management of this information is important, for instance to protect privacy at a sensitive time for the mother, and to avoid opening a protection file if that is not appropriate.
- 22. If Innu Prevention Services is contacted about a mother in need of support, whether the contact is from CSSD or from another person or service provider:
 - a. IRTS will reach out to the mother, and offer voluntary supports and services, or will ensure that an appropriate MIFN or SIFN health/social staff does so.
 - b. IRTS will ask the mother's consent to share information with CSSD to inform them of plans in place and aim to ensure a smooth process without unnecessary or unanticipated interventions in the family after the birth.
- 23. If Innu Prevention Services, with a mother's consent, approaches CSSD about a pregnancy with the aim of trying to avoid a potential removal after the birth, CSSD and Innu Prevention Services will engage on the matter with each other. The parties agree to try to reach consensus on a plan that would be in the best interests of the child and would be consistent with CSSD's protection mandate after the child is born.

Keeping Families Together

- 24. The parties acknowledge the importance of keeping families together to the greatest extent possible, and that both parties have obligations towards that joint objective further to, among other things, sections 8, 20 and 21 of the CYFA, and sections 14, 15, and 15.1 of the Federal Child Welfare Law.
- 25. Further to this priority of keeping families together to the greatest extent possible, the parties commit to the following minimum measures:
 - a. **Early & Ongoing Discussion with Priority to Prevention:** The parties will discuss what services and supports could be offered to a family to help that family stay together and help the well-being of the family and its children or youth, and the parties will work together and with the family to try to provide or arrange for those services and supports.

- b. **Access to Services to support a child or youth:** The parties acknowledge that there has been a historic over-reliance on child protection services to access services for Indigenous children and youth, including Innu children and youth, in part due to the lack of local services and lack of means to access services. This agreement does not place blame on anyone. Rather, this historic over-reliance is acknowledged here to recognize that turning around this trend will take work from all parties, to do things differently.³ For example, health care and treatment, including mental health care and treatment, addictions services, special needs supports, or specialized education services are examples of some services that have sometimes brought First Nations children or youth into care, even if the child or youth has a loving, well-functioning family of origin.

The parties agree to the principle that Innu children and youth should not have to go into care to access the services they need, if their parent or kin care provider is supportive of their access to such services. The parties will work together to try to secure appropriate services for Innu children and youth without resorting to the child protection system where it is not necessary. The parties agree to follow this approach:

- i. The parties confirm that help-seeking from a parent or kin care provider is, generally speaking, a positive and protective behaviour. Asking for help with one's child or youth is not assumed to mean the parent or kin care provider is unable or unwilling to parent.
- ii. The parties acknowledge the availability of new supports that can assist in this effort, including Innu Prevention Services, Jordan's Principle, and continued growth in the services available locally through SIFN and MIFN and other providers.
- iii. The parties will coordinate to make information more available in the Innu communities about how to access services to help a child or youth as an alternative to approaching CSSD.
- iv. If CSSD is approached by a parent or kin care provider seeking help for their child or youth, CSSD will assess the willingness of the parent or kin care provider to provide or support the assistance sought and will enlist the support

³ Decisions of the CHRT may be consulted for reference, such as *First Nations Child & Family Caring Society of Canada et al. v. Attorney General of Canada (Minister of Indigenous and Northern Affairs Canada)*, [2016 CHRT 2](#), and related decisions such as [2017 CHRT 14 \(Jordan's Principle\)](#), [2018 CHRT 4 \(prevention and avoiding unnecessary removals from community\)](#), and [2019 CHRT 39 \(compensation\)](#).

of Innu Prevention Services and/or the Innu Representatives to explore access to services and to help the family.

- v. The parties will work with each other, the family, and other service providers, to find ways to support the parents or kin care provider, and to meet the child or youth's need for services.
 - vi. Only where efforts to obtain appropriate services for an Innu child or youth with the involvement of their parent or kin care provider have been unsuccessful or exhausted, and the Innu child or youth meets the criteria for a child in need of protective intervention, will CSSD take more intrusive measures, including bringing the child or youth into care.
- c. **Socio-Economic Conditions:** The parties are committed to avoiding having Innu children and youth come into care for socio-economic reasons, such as lack of adequate housing, poverty, lack of adequate infrastructure, or the health condition or his or her parent or care provider as per s. 15 of the Federal Child Welfare Law.
- i. If socio-economic conditions are contributing to protection concerns regarding an Innu child or youth, the parties will discuss the matter and consider how to assist the family to address or reduce the concern.
 - ii. With the family's consent, assistance may be provided to the family, such as through Innu Prevention Services, SIFN, MIFN, and/or other service providers.
 - iii. CSSD recognizes the new limitation on removal of a child or youth in such circumstances further to s. 15 of the Federal Child Welfare Law.

If a Child or Youth Comes Into Care

26. If an Innu child or youth comes into care, the parties will prioritize, to the greatest extent possible as per s. 16 of the Federal Child Welfare Law and s. 65 of the CYFA, the importance of keeping Innu children and youth within their families, communities, culture and language, and the importance of keeping siblings together. In particular, this must occur:
- a. when the parties engage in In Care planning or other case planning etc,
 - b. when CSSD is determining a placement, and
 - c. when making any submissions to court about placement.

27. Continuity with the child or youth's community of residence, education, and relationships must also be fully considered and prioritized to the greatest extent possible. Continuity has high value for the child or youth's stability and well-being. Every effort will be made to minimize disruption for the child or youth.
28. As indicated above in the list of Minimum Discussion Points (#12 of this appendix), CSSD will collaborate with Innu Representatives on Plan for the Child and the Cultural Connection Plan.
29. Regarding Cultural Connection Plans, as specified above, Innu Representatives have chosen to limit spending their time spent on Cultural Connection Plans for children placed within their Innu community, and focus on those for placements outside of the Innu communities. Innu Representatives will provide general guidance or standard material for CSSD's completion of Cultural Connection Plans for Innu children and youth who are placed within Innu communities. CSSD may advise the courts or any other parties as required when such general guidance or standard material is used and may confirm that it was developed by Innu Representatives for this purpose. CSSD will advise Innu Representatives on any proposed changes to CSSD templates, forms or policies on Cultural Connection Plans and seek their feedback in advance.
30. CSSD must ensure the child or youth's attachment and emotional ties to each member of his or her family are promoted while in care, as per s. 17 of the Federal Child Welfare Law. This could include, for instance, facilitating visits and access for family members (including but not limited to parents); encouraging contact and communication; and arranging for trips home if the child or youth is not living in their home community.
31. Consistent with section 16(3) of the Federal Child Welfare Law, CSSD will conduct ongoing re-assessments of placements in care and the possibility of re-uniting the child or youth with his or her family of origin. CSSD will meaningfully discuss the matter with Innu Representatives during re-assessments and try to reach agreement. Because of the challenge of overcoming a high volume of cases at this time, the parties are not setting out specific timelines for such re-assessment in this Protocol, other than in the Out of Community Reviews set out as a joint initiative in Appendix G. The parties may revisit the need to agree on specific timelines when this Protocol is reviewed. The lack of standardized timelines does not diminish the need for ongoing re-assessments, which should occur as needed and whenever appropriate to the case.

Transitions from Care

32. As indicated above, a transition from care is a Minimum Consultation Point.
Consultation on any transition from care must be started far enough in advance for Innu Representatives, Innu Prevention Services and other Innu service providers to be involved if they wish and are able to, and to help CSSD, the child or youth, and the family, plan properly for this transition.

33. The parties note that a joint initiative on Transfers of Permanent Custody is set out below in Appendix G.

Appendix G – Periodic Meetings, Reports and Joint Initiatives

MEETINGS:

Weekly Meetings

1. Weekly meetings have in the past been called “notification meetings”. Under this Protocol, notifications will be generally occurring daily at the front line staff-to-staff level according to Appendix F (Day to Day Case Work). The weekly meetings will continue in each community at least once per week. The purposes of the weekly meetings include:
 - a. acting as a back-up system on notifications, referrals and key case developments, to ensure communications have not been missed and information is circulating accurately and appropriately;
 - b. affording an opportunity for front line staff to engage regarding new notifications, sharing further information about the family and the risk assessed;
 - c. discussing issues that clients face, determine what services will be offered by IRTS, CSSD or others in relation to those issues and generally facilitate case work; and
 - d. identifying operational issues that cannot be addressed between front line staff that impact case work with families.
2. The Zone Manager and Senior Innu Representative generally do not attend weekly meetings, but will be aware of the schedule of these meetings. At least one CSSD Supervisor should attend. Where IRTS or CSSD front line staff believe an issue will be discussed at a weekly meeting that requires the attendance of Zone Managers, Senior Innu Representatives or others, they will make that request to the other party. Senior staff of IRTS and CSSD will determine whether the concerns should be addressed in a weekly meeting, a case conference scheduled between the parties for that purpose, or through monthly meetings.
3. Weekly meetings are meant to create a regularly scheduled point of contact, particularly for new cases. They do not replace ongoing case planning sessions, or case conferences which will be devoted to the discussion and planning of individual cases.

Transfers of Permanent Custody

4. IRTS and CSSD commit to working together to identify families who would be appropriate for Transfers of Permanent Custody (see s. 43 of the CYFA and related CSSD policies) in order to create permanency plans for Innu children and youth that transition them out of care. CSSD will begin by providing information about potential candidate families for IRTS staff to review, prioritizing Innu foster families. The details around this process will be discussed at monthly meetings, and then case specific discussions can occur between the appropriate CSSD and IRTS staff.

Out of Community Reviews

5. IRTS and CSSD commit to working together to jointly review the cases of Innu children and youth placed outside the Innu communities, to try to identify ways for more of them to return to an Innu community. Either IRTS staff or CSSD staff can initiate a review. This will include CSSD sharing information about relevant out of community placements for consideration by IRTS staff, and case discussions by appropriate CSSD and IRTS staff in a process to be agreed upon by officials at monthly meetings.

Monthly Meetings

6. Monthly meetings will be held to address joint initiatives and more systemic issues at an operational and policy level.
7. Attendance expected at these meetings will depend on what is on the agenda. At the end of each meeting, the parties will discuss the agenda for the next meeting to help determine who needs to be there. It is expected that a policy discussion will have the attendance of at least one CSSD Provincial Director. If a party intends to bring their lawyer, they will notify the other party.
8. Monthly meetings will be **on the second Thursday of each month at 9am Atlantic time**, unless the parties agree to a change.
9. The parties commit to discussing and working on the following types of topics at the monthly meetings:

a. **Policy Reviews**

These meetings afford an opportunity to discuss IRTS or CSSD policies that relate to the work of this Protocol and any concerns related to them. While both parties acknowledge that they each have policies independently of one another, they agree to discuss concerns brought forward about each other's policies, and any impact those policies may have on the work being undertaken under this Protocol, or in relation to Innu children and youth generally.

b. **Orientation and training**

The parties will work together to help implement the provisions of this Protocol on orientation and training. For instance, they may wish to book sessions together, provide updates on new staff, etc.

The parties can also use these meetings to discuss additional orientation and training opportunities beyond those required in this Protocol.

c. **Supporting the work on Transfers of Permanent Custody**

The work on these transfers will occur mainly between front line staff, but monthly meetings will be used to discuss how the process will occur, monitor progress and engage on any policy or other considerations that may be impacting that work.

The goal is to conduct this process with 1 cohort of families in 2021 and once complete, the parties will discuss whether to proceed in the same or another fashion in future years to ensure that consideration of transfers of custody occur as needed.

d. **Supporting the Out of Community Reviews:**

Full discussion of case details will likely require separate meetings, but the process will be initiated and supported by the monthly meetings. This process will consider how engagement with families and placement providers other than the parties will occur and be documented. It is the goal of these reviews to (i) create and implement individual plans for Innu children and youth, and (b) to generate a written non-identifying report which can be shared with Innu leadership and others in regard to this work, that may have further recommendations.

It is anticipated that the Out of Community Reviews will be undertaken twice in 2021. After that is complete, the parties will discuss how to proceed in future years, e.g. continue twice per year, or use an ongoing process, for example.

REPORTS:

Monthly reports

10. The CSSD Zone Managers will provide the IRTS Manager with monthly reports for each Innu Zone, with the following information:
 - a. List of Innu children and youth in care or custody, including at a minimum: the name, date of birth, parents, location of the placement, type of placement, legal status of the child, time in care, and worker assigned;
 - b. List of Innu children and youth removed and those returned home in the preceding month, including ages, dates of the events, and where to/from;
 - c. List of referrals in the preceding month, including at a minimum: the date, reason indicated for the referral, whether it was a same day or 7-day or 14-day referral, and whether the referral was screened in or out;
 - d. An update on foster home investigations that affect Innu children and youth.

11. This information may be provided in aggregate or as separate items, depending on availability. Where possible, this information will be provided before or at monthly meetings.

Quarterly report

12. CSSD will provide quarterly lists to the IRTS Manager of the categories listed in #10 above for any Innu children and youth **outside the Innu Zones**.

Annual reports

13. Each year, CSSD will provide to the IRTS Manager a detailed list of the Innu children and youth in the **Protective Intervention Program**. It will be broken down by SIFN and MIFN membership to the extent known or estimated, and will include children and youth whether or not they are inside or outside the Innu Zones. It will show at a minimum: the name, date of birth, parents, length of PIP involvement, CSSD zone and worker assigned, whether the child/youth is living at home or in a kinship or other type of arrangement, and information on kinship placements including their duration and who they are with.
 14. Each year by October 31st, CSSD will provide to the IRTS Manager a **statistical report** that does not contain personal information, as follows:
 - a. Number of Innu children and youth in care or custody:
 - i. As of September 30th of that year;
 - ii. And, the total number who experienced care or custody during the previous fiscal year.
 - b. Among (a), those who were placed in their home community, in the other Innu community, and outside either Innu community in Labrador, on the island of Newfoundland, and out of Province.
 - c. Number of Innu children and youth in the PIP program, showing those living at home and those in kinship or other out-of-home voluntary arrangements.
 - d. The number of referrals, and a breakdown by reasons for referral, and the screening of referrals in or out.
 15. When this Protocol comes into effect, CSSD will do its best to provide annual statistical reports as described in #14 of this appendix above for as many previous years as possible. If full information is not available, particularly for years prior to 2018 in which the current database system was introduced, CSSD should do its best to provide partial information.
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