



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF SOCIAL SERVICES

February 3, 1992

Mr. Wayne Penney
Regional Director
Labrador Regional Office
215 Hamilton River Road
c/o Elizabeth Goudie Building
Station "B"
Happy Valley
AOP 1E0

RE: Services to the Innu Communities
of Sheshatshit and Davis Inlet

Dear Mr. Penney:

I have read with extreme interest your submission of 1992-01-17, with appendices, and I wish to state that you not only have the Division's and my own personal support for this initiative but also that you have my commitment to provide any consultation, advice, suggestions, etc., that you, the Innu Nation, or the consultant may seek of my office. This is certainly an exciting, and much needed, undertaking and I laud the willingness of the partners to explore all options.

I will be most interested in an opportunity to review and comment upon the final report, particularly articles 3, 4, and 5 of the Terms of Reference. My best wishes on this undertaking.

Yours truly,

S. Callahan
Sharron Callahan
Director
DIVISION OF YOUTH CORRECTIONS

/jmh

cc Mr. Noel Brown
Mr. Bryan Purcell
Mr. Rick Langer
Ms. Robin Janes



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF SOCIAL SERVICES

Labrador Regional Office
215 Hamilton River Road
c/o Elizabeth Goudie Building
Happy Valley/Goose Bay, LB
A0P 1E0

1992-01-17

Mr. T. Stapleton
Director
Child Welfare
And
Mrs. S. Callahan
Director
Youth Corrections
Department of Social Services

RE: SERVICES TO THE INNU COMMUNITIES OF SHESHATSHIT & DAVIS INLET

Please find enclosed a copy of a contract and terms of reference which have been developed in conjunction with the Innu Nation to facilitate the completion of a review of our service delivery system in both Sheshatshit and Davis Inlet. As you will note, the contract involved three parties which includes Mrs. Lyla Andrew as researcher/consultant.

The development of this joint project follows a meeting with representatives of the Innu Nation in early December, 1991 by Mr. Brown, Mr. Hayden and I, and, as well, various discussions held with our Deputy Minister. The agreement to review a different method of service delivery recognizes the aspirations of the Innu to assume greater control of services to their people and as well the department's limited ability to provide appropriate services to these communities. Service delivery to both communities remains a struggle. This especially applies to Davis Inlet.

Despite our best efforts and our sensitivity to the very real needs of Davis Inlet we have not been able to recruit and retain social work staff for this community on a consistent and meaningful basis since Sister Barb Lamb resigned in June, 1989. Every alternative has been explored and the prospects of recruiting an experienced and qualified social worker to deliver our services in Davis Inlet remain extremely bleak. As present we are utilizing, to the best of our ability, other offices to provide emergency services in the areas of Child Welfare and Youth Corrections.

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Social Assistance and Employment Opportunities continue to be delivered through local native staff.

Although we have been more fortunate in Sheshatshit in terms of staffing, the delivery of services is certainly becoming more and more challenging. The leadership and residents of this community are becoming less and less accepting of outside social workers having such an influence on so many families in their village. Local staff are increasingly aware of the fact that without their support and participation we would be forced to drastically change our delivery system. More and more they are feeling used by our system. Meaningful change is seen as being essential in the not too distant future.

I view this project as a real opportunity to explore avenues for change. Mrs. Andrew is familiar with our system and our programs and, as well, Davis Inlet and Sheshatshit. As the terms of reference indicates, her focus is intended to address the interim measures which we can explore in a co-operative way to improve our ability to service these communities. The broader issues of self-government and actual control of programs and services will be addressed at another level over a much longer period of time.

It is anticipated that the proposal will be finalized in the next week or so and Mrs. Andrew will actually commence work on this report by the first part of February, 1992. Her report is scheduled to be completed by March 20, 1992.

I am sure you agree that Child Welfare and Youth Corrections will remain the focus of Mrs. Andrew's report. I have no doubt as well that her report, which will be submitted jointly to this Department and the Innu Nation, will challenge our system to respond in new and unique ways.

There is no question in my mind that we must explore and encourage a new arrangement for service delivery in these two communities. The limitations of our present system demands that we involve the community in developing these new approaches.

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I look forward to your support and co-operation as we earnestly pursue opportunities to improve our ability to service these communities.

Yours truly,



Wayne Penney
Regional Director

WP/ld
Enclosure

- cc Mr. Noel Browne
Assistant Deputy Minister
Client & Community Services
- cc Mr. R. Hawco
Intergovernmental Affairs
- cc Mr. Ed Hayden
District Manager
Sheshatshit District office

THIS AGREEMENT made at the City of St. John's in the Province of Newfoundland this day of 19

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEWFOUNDLAND as represented by the Honourable the Minister of Social Services;

AND: INNU NATION
SHESHATSHIU
NORTH WEST RIVER, LABRADOR
AOP 1MO

FACSIMILE
92-01-22
Date

AND: LYL A ANDREW
SHESHATSHIU
NORTH WEST RIVER, LABRADOR
AOP 1MO (hereinafter called the "Consultant")

WHEREAS:

- (1) The Minister of Social Services and the Innu Nation have requested the Consultant to provide consultative services to Determine Ways of Improving Delivery of Social Services in Sheshatshiu and Davis Inlet.
- (2) The Consultant has agreed to provide the consultative services for the total fees and expenses hereinafter set forth.

NOW THEREFORE the parties hereto mutually covenant and agree as follows:

ARTICLE I - CONSULTATIVE SERVICES

- 1.01 The Consultant agrees to provide all consultative services necessary and required to satisfy the terms and provisions of the Terms of Reference set out in Schedule "A" to this Agreement (which said Schedule "A" shall be taken as part and parcel of this Agreement) in a thorough and professional manner. The Consultant shall commence work in relation to the provision of consultative services not later than the 3rd. day of February, 1992 and shall complete all necessary work not later than the 20th. day of March, 1992.
- 1.02 The Consultant shall not subcontract any aspect of the consultative services without the prior written approval of the Minister of Social Services and the Innu Nation.
- 1.03 Time shall be of the essence of this Agreement.
- 1.04 The Consultant shall dedicate all such personnel and resources as shall be reasonable and prudent to carry out the consultative services in the most efficient fashion possible given the nature of the work and the completion date set forth in Clause 1.01 hereof.
- 1.05 No change, addition or deletion to the consultative services shall be undertaken by the Consultant unless first agreed to in writing by the Minister of Social Services and the Innu Nation and any adjustment in the cost or time for completion of the consultative services shall first be detailed in writing by the Consultant and approved in writing by the Minister of

Social Services and the Innu Nation prior to the implementation of any such change, addition or deletion to the consultative services.

ARTICLE II - FEES AND EXPENSES

2.01 For the satisfactory performance of the consultative services, the Minister of Social Services and the Innu Nation shall pay to the Consultant a sum not to exceed \$6,000 for professional fees and expenses.

A sum of \$1,000 dollars will be withheld from the amount set forth in this Clause 2.01 and will be paid to the Consultant upon approval of the final report.

2.02 The parties mutually covenant and agree that within 30 days of the approval of the final report, a meeting will be held with representatives of the parties in attendance. With respect to the Department of Social Services a member of the Executive will represent that Department. The meeting, the purpose of which will be to review and discuss the findings of the final report will be planned for and scheduled in Sheshatshiu, Labrador.

2.03 The Minister of Social Services will forward the sum of \$6,000 to the Innu Nation which will provide an administrative service by way of making financial payments to the Consultant.

With respect to the Study to Determine Ways of Improving Delivery of Social Services in Sheshatshiu and Davis Inlet, the Innu Nation will make financial payments to the Consultant. The financial payments will be made from the \$6,000 set forth in Clause 2.01 hereof. The authority for making decisions on the payments will be the joint committee established between the Minister of Social Services and the Innu Nation.

All payments from the \$6,000 must be made on professional fees and expenses related only to the Study to Determine Ways of Improving Delivery of Social services in Sheshatshiu and Davis Inlet.

2.04 The Consultant shall remain obligated to complete the consultative services notwithstanding that the actual cost to the Consultant whether in respect of professional services or in respect of costs or expenses incurred may exceed the total aggregate sum set forth in Clause 2.01 hereof.

2.05 The Minister of Social Services and the Innu Nation shall be entitled to request from time to time any alteration in the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Minister of Social Services' and the Innu Nation's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the type of work or service or cost or expense which is being charged under that invoice to the Minister of Social Services and the Innu Nation. The invoice shall have appended thereto and be supported by original vouchers, invoices and other documentation including, but not limited to, time sheets (identifying the individual person or persons performing work, the rate charged, the nature of the consultative service performed and the time period during which such service was performed).

- 2.06 The Minister of Social Services and the Innu Nation shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the consultative services for which the Consultant is responsible.

ARTICLE III - THIRD PARTY LIABILITY

- 3.01 The Consultant agrees that in performance of the consultative services neither the Consultant nor any person employed by or acting as agent for the Consultant shall be or be deemed to be an officer, servant or agent of Her Majesty the Queen in right of the Province of Newfoundland. The Consultant shall act throughout as an independent researcher and shall not be or be deemed to be an agent of Her Majesty the Queen in right of the Province of Newfoundland.
- 3.02 The Minister of Social Services shall not be liable for any death or injury of any kind to any person or persons or with respect to any loss of or damage to property arising out of any act or omission of the Consultant, her servants or agents in the performance of his, her, its or their obligations under this Agreement. The Consultant shall indemnify and save the Minister of Social Services and the Innu Nation harmless, from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.
- 3.03 The Consultant shall and maintain in force during the currency of this Agreement public liability and employer's liability insurance adequate to her obligations under this Agreement.

ARTICLE IV - CONFIDENTIALITY

- 4.01 The Consultant shall treat all information gained by the Consultant, her servants or agents during the performance of the consultative services or in any way related thereto, concerning the affairs of the Minister of Social Services and the Innu Nation or of any member of the public having dealings with the Minister of Social Services and the Innu Nation as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Minister of Social Services and the Innu Nation.
- 4.02 The study and all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work and work in progress and all such other information and materials or parts thereof that are compiled, drawn or produced by the Consultant in performance of this Agreement including computer printer printouts and computer models and all copyrights relative thereto and all patents, trademarks and industrial designs arising therefrom shall be and become the property of the Minister of Social Services and the Innu Nation and shall be delivered to the Minister of Social Services and the Innu Nation upon completion of the consultative services or upon earlier termination of this Agreement.

ARTICLE V - TERMINATION

- 5.01 Notwithstanding the provisions of this Agreement, the Minister of Social Services and the Innu Nation may at any time by notice in writing to the Consultant terminate this Agreement and the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the work completed up to the date of termination.
- 5.02 The Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any wise related thereto.

ARTICLE VI

- 6.01 The Consultant shall in the procuring of materials, equipment and labour for the performance of the consultative services, where feasible and economic to do so, give preference to materials and equipment and labour, originating, manufactured or distributed and serviced in the Province of Newfoundland and shall give priority of opportunity for employment to persons whose usual residence is within the Province.
- 6.02 This Contract shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland subject to any right of appeal from such decision to any Court of higher jurisdiction.
- 6.03 This Contract constitutes the entire Agreement between the parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral relative to the consultative services unless specifically incorporated herein.
- 6.04 This Agreement shall be binding upon and enure to the benefit of the parties hereto their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed in accordance with such laws or rules relative thereto as of the day and year first before written.

Her Majesty the Queen in right of the Province of Newfoundland as represented by the Honourable the Minister of Social Services

Witness

On behalf of the Honourable the Minister of Social Services

Innu Nation

Witness

Consultant

Witness

SCHEDULE "A"

TERMS OF REFERENCEPreamble

The President of the Innu Nation has requested funding from Department of Social Services to hire a researcher to present recommendations to Department of Social Services which would help the Department to improve the delivery of services to Innu communities during the next several years.

Land Claims negotiations will be ongoing during this time but, meanwhile, Social Services are still required to be delivered while larger issues are being explored at an intergovernmental level. The purpose of this proposal is to present practical options in light of the current legislative acts governing the Department. The proposal is NOT for the purpose of addressing the transfer of legislative responsibility. Neither is it about self-government or land claims. It is, rather, about practical ways to improve services in the short term.

The study is in recognition of the desirability of community involvement in order to deliver Social Services in a more effective and efficient manner to the communities of Sheshatshiu and Davis Inlet.

Terms of Reference

To ensure a pragmatic approach the following terms of reference are suggested as guidelines:

1. To explore various ways to involve native persons in the delivery of Social Services. Options may include, but are not limited to the contracting out of specific aspects of programs, as well as changing the roles of current native employees.
2. To consider the needs and aspirations of native staff who are currently employed by the Department.
3. In recognition of the limited ability of the Department to attract staff in Davis Inlet, to explore practical options of how to deliver essential services in that community, namely, Child Welfare and Youth Corrections.
4. To explore the possibility of establishing formal groups, or the use of existing organizations, in the community to share responsibility and decision-making, especially in Child Welfare and Youth Corrections.
5. To examine ways of having the Youth Corrections Group Home, through their budget, provide probation services, PDR's, counselling and other services to young offenders.

6. To consult with interested parties in Sheshatshiu and Davis Inlet, including School Principals and Guidance Counsellors, Community Health Representatives, Innu Nation, Public Health Nurses, Band Councils, Churches, Health Commissions, and others, including District, Regional and program staff of the Department of Social Services.
7. The report shall not be binding on the Innu Nation or on the Department of Social Services.
8. A Consultation group representing and agreeable to the Innu Nation and the Department of Social Services will be established to oversee and to assist in this research.
9. The focus of the report shall be on the practical aspects of delivering services to clients rather than an exploration of philosophical differences between the cultures or an historical overview of past relations between the Department and the communities.
10. Limitations imposed by union contracts with current employees are to be considered in proposing practical recommendations.
11. To remain cognizant of the recent submission by Dr. Doug Durst et al to Health and Welfare Canada for research funds to explore in a broader way the long term issues of native control of Social Services.
12. To meet with the primary stakeholders, namely the Innu Nation, staff at the District Offices and Regional staff to discuss a draft copy of recommendations prior to preparation of the final report. Feedback obtained through this process will aid the development of proposals that are of a practical nature.