

**MEMORANDUM OF UNDERSTANDING**

**INNU CHILD, YOUTH AND FAMILY SERVICES  
INTERIM DELIVERY ARRANGEMENTS**

Between :

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**DRAFT TABLED WITH PROGRAM COMMITTEE:  
November 2002**

**Whereas**, the parties recognize the unique challenges facing Child, Youth and Family Services in the two Innu communities of Labrador,

**Whereas**, the parties recognize immediate value in developing practices more sensitive toward the unique social and cultural situation of the communities;

**Whereas**, the parties wish to see increased effectiveness of Child, Youth and Family Services in the two communities as soon as possible and agree that an interim delivery method offers the best solution;

**And Whereas** the parties agree that interim delivery must be consistent with provincial jurisdiction and that circumstances require joint efforts to explore legislation, regulations, governance, policies, practices and capacities for effective longer term delivery;

**Now Therefore**, the parties agree to enter an MOU to provide for the delivery of specific Child, Youth and Family Services in the Innu Communities of Labrador. This MOU is necessary as the Innu of Labrador have long sought to control the delivery of social services in their communities. Upon registration as Indians and as reserves under the federal Indian Act, the Innu indicated they would seek delegated authority over Child, Youth and Family Services comparable to other First Nations. However, the federal and provincial governments have negotiated a bilateral agreement whereby they will continue to be responsible for child, youth and family services delivery in the two communities. An interim method of delivery is the route by which Innu can build recognition of their ability to assume full control of service delivery. Innu control of Child Youth and Family Services is the shared objective of the parties.

## **I) Definitions Section**

*Is such a section needed ???*

### **1. Interim Delivery Principles**

- 1.1 Child, Youth and Family Services remain within the jurisdiction of the province and all activities under this MOU will be consistent with its legislative and regulatory requirements. (See schedule A for list of acts, regulations and services)
- 1.2 Interim delivery will be consistent with the service definitions, standards, policies, and reporting methods as required by the provincial Minister, the Provincial Director Child Youth and Family Services, and/or Director of Child Youth and Family Services of Health

Labrador Corporation. (See schedule B for list)

- 1.3 A non-profit corporation will be established to manage interim delivery of Innu Child, Youth and Family Services. The Board of the Corporation will have no delegated service authority but shall act to: govern overall administration and resourcing of Interim delivery; be the responsible employer of interim delivery staff; provide guidance to senior staff; communicate with community leadership on the initiative; analyze future governance options; and undertake various Board and staff development activities to prepare for full service delivery by the Innu. (See schedule D)
- 1.4 Interim delivery will include regular discussions between the Interim Director Innu Child Youth and Family Services (ICY&FS), the Director of Child, Youth and Family Services Health Labrador Corporation (CY&FS-HLC) and the Provincial Director of Child Youth and Family Service (CY&FS). (See schedule C for communications protocol). These shall include consideration of flexibility in policies and procedures as issues arise in delivery.
- 1.5 Procedures shall allow the parties to meet their accountability requirements.
- 1.6 The Interim Director of Innu Child, Youth, and Family Services shall be a qualified and registered social worker.
- 1.7 All interim staff shall be employees of the Innu Board and Corporation established for the purpose of interim delivery of Innu Child, Youth and Family Services. The Interim Board's staffing plan shall include provision for a minimum of four registered social workers.
- 1.8 The parties recognize that interim delivery will employ a community-based team model built on sensitivity to Innu language, culture and family relationships that may require front line procedures that differ from existing practices. However, all Interim delivery shall be conducted so as to meet provincial regulatory obligations.
- 1.9 It is recognized that the Innu wish to ensure registered social workers are resident in each community and that there may be differing incentives in place to ensure this occurs.
- 1.10 All record keeping shall be done on a timely basis and where appropriate forwarded through the Interim Director Innu Child, Youth and Family Services to the Director CY&FS Health Labrador Corporation.

## **2. Application of Understanding**

- 2.1 Nothing in this MOU shall be construed so as to define, limit, abrogate or derogate from any existing or future Aboriginal or Treaty rights of the Innu of Labrador, and this

agreement shall not be used as an interpretative aid in defining the nature or scope of any aboriginal treaty or other rights in the province.

- 2.2 Nothing in this MOU shall effect the continuing operation, or negotiation of devolution of federal and provincial programs and services.
- 2.3 All people normally resident in the communities of Sheshatshiu, Davis Inlet/Natuashish will be eligible for services provided through the interim delivery arrangements.
- 2.4 Members of the Innu Nation who are not normally resident in the communities continue to be eligible for similar services provided through regular provincial and Health Board channels.
- 2.5 The parties recognize that interim delivery is a step toward the common objective of an Innu CY&FS Board comparable to other First Nation Child and Family Service Agencies; therefore this MOU includes provisions for joint analysis, mentoring and capacity development.

### **3. Joint Analysis**

- 3.1 Parties recognize that reconciling interim delivery with existing practice and movement toward full Innu delivery of Child, Youth and Family services requires a joint approach to the identification, investigation and resolution of many issues.
- 3.2 The parties commit to a detailed joint analysis workplan that will address as a minimum: data, confidentiality, outcome measures, technology, policy review, related services, organizational options, governance, legislation, appeals, funding, reporting, and accountability.

### **4. Capacity development**

- 4.1 It is recognized that interim delivery, new intergovernmental relations, and movement toward an Innu CY&FS Agency, require illustrations of capacity. As such it is recognized that Innu will require all interim delivery employee job descriptions to include participation in mutual mentoring, joint analysis topics, Board development initiatives, policy review and development, and community organizational alternatives.
- 4.2 Provincial and Health Labrador Corporation staff in partnership with Innu, will undertake best efforts to support capacity activities.
- 4.3 Progress on capacity items will be reviewed within six months and a summary report prepared for the parties no later than 12 months after execution of interim delivery.

**SCHEDULE A** Acts, Regulations and Services

**SCHEDULE B** Service definitions, standards, policies, and reporting methods

**SCHEDULE C** Communications protocol

**SCHEDULE D** Interim Delivery Organization; Interim Director Job Description and Statement of Qualifications.

**SCHEDULE A**  
Acts, Regulations and Services

Interim Delivery of Child, Youth and Family Services in the Innu communities consists of the following:

a) Services

- Protective Intervention Services
- Family Services;
- Children / Youth in Care
- Youth Services
- Caregiver Services
- Adoption Services
  
- Child Care Services
- Early Childhood Development Initiatives
- National Child Benefit Program

For further clarity the Health Labrador Corporation will continue to deliver the following: Community Youth Corrections Services, and Family and Rehabilitative Services.

b) Legislation governing the services subject to Interim delivery

Child, Youth and Family Services Act. SNL 1998 Chapter c-12.1

Adoption of Children Act. SNL 1950, Chapter a-3

Child Care Services Act. SNL 1998, Chapter c - 11-1

c) Regulations applicable to Interim delivery

Child Care Services Regulations Nfld Reg. 37/99

**SCHEDULE B**

Service definitions, standards, policies, and reporting

Child Care Services Act; Standards and Policy manual

Group Child Care; Licensing Manual (draft)

Family Child Care; Licensing Manual (draft)

Family Child Care Agency Manual (draft)

Child Care Subsidy Manual (draft)

Centre-Based Infant Care Guide to Program Standards

Health and Child Care Settings Manual (draft)

“Best Interests of Innu Children” Sheshatshiu Innu Band Council Resolution. DATE???  
NUMBER??

United Nations. The Convention on the Rights of the Child. Resolution 44/25 November 20, 1989. Entered into Force on September 2, 1990 in Accordance with Article 49.

Statement of Client’s Rights. Sheshatshiu Innu Health Commission. 2000.

Aboriginal Self Government and Social Services: Finding the Path to Empowerment. Concluding Statement from the Innu People of Sheshatshiu. 1993. Durst, Douglas et al.

**SCHEDULE C**  
Interim Delivery Communications Protocol

1) The Interim Director ICY&FS.

The Interim Director has wide ranging communication responsibilities. The Interim Director must communicate with Managers and staff in two communities, with two Community Committees, with the Interim Board; with the regional director of CY&FS of HLC; and with the Provincial Director of CY&FS. New ties must also be forged with other First Nation C&FS agencies, relevant research groups, the Atlantic Policy Congress of First Nation Chiefs, the Assembly of First Nations, and DIAND's social policy sections.

2) Innu Director and Regional Director of Child Youth and Family Services.

The Interim Director of Innu CY&FS and the Director CY&FS--HLC are the focal point for communications. The two must develop and maintain strong two way links. Communications between the Director CY&FS--HLC and the Interim Innu Director must be open, consistent and comprehensive, as the Director CY&FS HLC retains all legislative responsibilities including custody. The two will establish and maintain regularly scheduled communications sessions as well as seeking the advice or consulting each other at any time either deems required.

3) Interim Director ICY&FS and Provincial Director of Child Youth and Family Services.

The Provincial Director remains responsible for various legislative and administrative functions of certain Acts in the areas of policy, programs, standards, intergovernmental arrangements, technology, and ministerial advice on issues.

The Interim Director will be included in provincial meetings/retreats/workshops, where Regional Directors of CY&FS attend, or the Provincial Director feels the attendance of the Interim Director is worthwhile.

**SCHEDULE D****Interim Delivery Organization; Interim Director --Job Description  
and Statement of Qualifications.****Interim Board.**

To establish a corporate entity that can: 1) be responsible for overall administration of interim Child Youth and Family Services to the Innu communities; 2) become the responsible employer of qualified staff for interim delivery; 3) provide strategic guidance and focussed thinking on longer term alternatives for CY&FS; 4) act as a vehicle for development of a fully fledged Board for Innu CY&FS; and 5) link efforts to other significant activities of the Innu of Labrador and communicate progress.

The Interim Board shall be comprised of: Directors Of Health Commissions from each community(2); a youth worker from each community (2); an elected Band councillor from each community (2); a community member from each community (2); a representative of Health Labrador Corporation (1).

The youth worker, general Band member, and elected Band Councillor, having first submitted a statement of desire to serve on the board, will be selected and appointed by the Council of the respective community. Such appointment shall be confirmed in writing to the Interim Director.

The Representative of the Health Labrador Corporation shall be appointed by the Health Labrador Corporation Board.

Innu Child Youth and Family Services  
Interim Director  
Job Description

**INTERIM DIRECTOR INNU CHILD YOUTH AND FAMILY SERVICES**

**Summary:** Reporting to the Innu Child Youth and Family Services Interim Board, the Interim Director manages the overall operations of Interim delivery of services to two Innu Communities consistent with an interim arrangement with the Province and Health Labrador Corporation; leads the analysis of future delivery options, and advances the overall capacity of the Interim structure toward a long term arrangement for Innu control of Child, Youth and Family services.

**Main Duties:**

1. Services & Agreement Management.
- X Ensures services negotiated with the Health Labrador Corporation and the

Province are provided as appropriately, effectively and efficiently as possible.

- X Negotiates funding commitments and manages budgets.
- X Tailors services to best suit community needs while meeting all applicable legislation, regulations, program standards, and reporting requirements.
- X Develops professional staff, local case teams, community managers, and community committees.
- X Ensures all terms and conditions of arrangements are met including clarity of performance expectations.

## 2. Strategic Analysis.

- X Establishes a joint analysis plan with other key partners to study longer term goals, objectives and organization options for CY&FS.
- X Identifies opportunities and methods to increase effectiveness of existing policies and practices and related services.
- X Develops alternatives for Interim Board and community consideration.
- X Participates in reviews of relevant laws, policies, practices...to maintain knowledge of trends and developments in the field.
- X Helps local communities develop plans and actions to secure longer term management control.

## 3. Administration & Reporting.

- Recruits professional staff and provides the administrative framework for culturally appropriate case teams in each community.
- X Develops personnel policy for unique roles of Interim staff and for their relations with other partners in delivery.
- X Encourages staff to be role models for community at all times.
- X Advises staff and community managers on case processes, laws, programs and policies.
- X Provides leadership, direction and coordination between all elements of local case management and intergovernmental arrangements.

## 4. Staffing & Mentoring.

- X Creates staffing plan for Interim delivery and training and development plans for all subsequent employees.
- X Represents Innu interests at meetings, workshops, conferences and seminars.
- X Reports to the Interim Board on a regularly scheduled basis.
- X Ensures community managers, social workers front line staff, and others operate in a team fashion and that all key decisions follow correct procedures.
- X Creates an atmosphere where all participants mutually mentor each other to

- build stronger teams; develop a method of gathering mentoring needs and achievements to build further capacity and illustrate achievements.
- X Provides data and other reports in formats and at times required by the Interim Board or by arrangements.
- X Provides updates on services at meetings as requested by Board.
5. Board, Community and Intergovernmental Relations.
- X Liaises with Regional Director CY&FS HLC and Provincial Director as per communication protocols and as required for operations, policy amendments and longer term options.
- X Coordinates Interim Board meetings and assists with Board Development.
- X Maintains contact with a range of other services as required to fulfil service delivery, analyses functions, and mentoring plans.
- X Develops and provides communication material for various audiences including Board, Councils, communities, Province, Health Labrador Corporation, Band and federal staff.
6. Other related duties as assigned.

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**STATEMENT OF QUALIFICATIONS  
INTERIM DIRECTOR  
INNU CHILD, YOUTH AND FAMILY SERVICES**

- EDUCATION:** Master or Bachelor social work degree and registered with the Newfoundland and Labrador Association of Social Workers.
- LANGUAGE:** Fluency in English is essential. Knowledge of Innu Eimun an asset.
- EXPERIENCE:** Experience in delivery of Child Youth and Family Services context. Experience in managing staff, developing and analyzing policies, and researching complex topics. Experience in living and /or working in a First Nation community.

**KNOWLEDGE:** Knowledge of First Nation Child and Family services needs and of related Programs and Administrative practices in Bands and other governments.

Knowledge of federal, provincial and municipal roles in relation to social services on Reserves.

Knowledge of the Innu of Labrador's vision for the future and objectives.

**ABILITIES:** Ability to plan meetings, prepare material and assign activities.

Ability to consider details within broader visions and agreements.

Ability to lead individuals, teams and professionals.

Ability to prepare strategies and action plans.

Ability to manage agreements and budgets.

Ability to function within a dynamic policy environment and stressful client situations.

**SKILLS:** Good written and oral communication skills.

Basic computer skills (word processing, electronic mail, Internet)

**PERSONAL  
SUITABILITY:** Has effective interpersonal relations.

Works well under pressure.

Is reliable and can exercise good judgement.

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