

## **STURGEON LAKE CREE NATION**

### **CHILD AND FAMILY CARE ACT**

Children are the foundation of the Nation's future.

Therefore, Sturgeon Lake Cree Nation, with the approval of its Members, enacts the following law:

#### **1.0 CITATION**

1.1 This Act will be cited as the "*SLCN Child and Family Care Act*".

#### **2.0 INTERPRETATION AND DEFINITIONS**

2.1 In this Act unless the context otherwise requires:

- (a) the singular includes the plural;
- (b) a reference to one gender includes reference to other genders; and
- (c) "will" is imperative.

2.2 In this Act, the following terms will have the meanings hereinafter ascribed to them, namely:

- (a) "Act" means *SLCN Child and Family Care Act* and any Resolutions passed under it;
- (b) "Approval Resolution" means a resolution passed by Council setting out the process by which the Members may approve the Act, including any amendments to the Act;
- (c) "Care Home" means a place that provides contracted care to a Child in the Custody of the Care Giver or an authority responsible for the administration of child protection legislation in another province or territory of Canada and includes a secure home, a provincial foster home and a group home, but does not include a facility that primarily provides medical care, educational services or correctional services;

- (d) “Care Provider” means a person who has primary responsibility for providing the day-to-day care of a Child, other than the Child’s Parents, including persons who are Care Providers in accordance with the customs or traditions of SLCN;
- (e) “Charter of Rights and Freedoms” means Part 1 of *The Constitution Act, 1982*;
- (f) “Child” means a person under the age of 26 years, and includes a Youth:
  - (i) who is a Member, or is entitled to become a Member; or
  - (ii) to whom this Act applies pursuant to a Coordination Agreement;
- (g) “Child and Family Services” means social services to support Children and Families, including Prenatal Services, Preventive Services, and Child Protection Services;
- (h) “Child and Family Services Program” means the components of the program set out in section 14;
- (i) “Child Protection Services” means any service provided to a Child who is in the Custody of the Care Giver;
- (j) “*The Constitution Act, 1982*” means Schedule B to the *Canada Act 1982 (U.K.) 1982, c.11*;
- (k) “Coordination Agreement” means an agreement as defined in the Federal Act, and includes a funding agreement;
- (l) “Council” means the duly elected Sturgeon Lake Cree Nation Chief and Council;
- (m) “Court” includes any federal, provincial, or Indigenous administrative tribunal or court;
- (n) “Cultural Continuity Plan” means a plan that addresses how cultural continuity with SLCN as set out in section 12.3 will be respected, supported and preserved;
- (o) “Custody” includes guardianship;

- (p) “Customary Care” means Preventive Services provided pursuant to section 14.6;
- (q) “Day” means a calendar day ending at midnight, Alberta time;
- (r) “Dispute Resolution Tribunal” or “Tribunal” means the Dispute Resolution Tribunal established by this Act;
- (s) “Enacting Resolution” means a Resolution passed by Council enacting the Act;
- (t) “Family” means the following:
  - (i) certain relatives of the Child, namely the mother, father, siblings, grandparents, cousins, aunts and uncles, whether by blood, cultural adoption, or marriage;
  - (ii) any person who, prior to the involvement of the Care Giver, assumed substantial responsibility for raising the Child; and
  - (iii) persons identified by the Child or other Members;
- (u) “Federal Act” means *An Act respecting First Nations, Inuit and Metis children, Youth and Families* SC 2019 Chap. 24;
- (v) “First Nation” means a band as defined in the *Indian Act* RSC 1985 c. I-5;
- (w) “IGB” means an indigenous governing body as defined in the Federal Act, and includes Council;
- (x) “IGB Agreement” means an agreement between Council and the IGB of an Indigenous Community to provide reciprocal Child and Family Services to their respective members;
- (y) “Indigenous” when used in respect of a person, also describes a First Nations person, an Inuk or a Metis person;
- (z) “Intervention Services” means any services, including Child Protection Services, provided to a Child or Family under this Act, except approval of Care Homes;
- (aa) “Indigenous Community” means an Indigenous group, community, or

people that holds rights recognized and affirmed by section 35 of *The Constitution Act, 1982*;

- (aa) “Mediation” includes sharing circles, healing circles, and talking circles;
- (bb) “Member” means any person whose name appears or is entitled to appear on the membership list of SLCN;
- (cc) “Minister” means a minister of federal or provincial social services, as the case may be;
- (dd) “Minor Parent” means a Parent under the age of 18;
- (ee) “Care Giver” means either the Office of the Care Giver of Child and Family Services established in Section 7, or the person leading it, depending on the context;
- (ff) “Parent” means:
  - (i) the mother of a Child, whether biological or by custom;
  - (ii) the father of a Child, whether biological or by custom; or
  - (iii) a person who, by Court order or agreement with the Parent, has Custody of the Child; but does not include the Care Giver;
- (gg) “Peace Officer” means a member of a Police Service;
- (hh) “Police Service” means
  - (i) the Royal Canadian Mounted Police;
  - (ii) any provincial or municipal police service established by statute; or
  - (iii) a police service on the Reserve established by Resolution;
- (ii) “Prenatal Services” means services provided to an expectant mother;
- (jj) “Preventive Services” means services offered to Children at risk of intervention and their Families in order to keep Children and Families together, and includes Customary Care, counselling, guidance,

supportive, educational, recreational, cultural, spiritual, wellbeing and emergency shelter services, including related financial or material assistance, in order to aid in the resolution of family matters which if unresolved may create an environment requiring intervention;

- (kk) “Reserve” means any tract or tracts of land set apart by Treaty or otherwise designated for the use and benefit of SLCN;
- (ll) “Resolution” means a motion or resolution duly passed by Council;
- (mm) “Services” includes financial assistance;
- (nn) “SLCN” means Sturgeon Lake Cree Nation;
- (oo) “take into care” means to remove a Child from the Custody of a person and place the Child in the Custody of the Care Giver;
- (pp) “Youth” means a Child between the ages of 18 and 26.

### **3.0 PURPOSES OF THE ACT**

#### **3.1 The purposes of this Act are to:**

- (a) affirm the sovereignty, inherent rights, and legal authority of Sturgeon Lake Cree Nation over Child and Family Services for their Members;
- (b) set out the duties and powers of the Members in creating and amending this Act;
- (c) set out the duties, powers, and liabilities of Council in administering this Act;
- (d) establish the Office of the Care Giver of Child and Family Services to provide the Child and Family Services Program;
- (e) set out the principles applicable to the interpretation of this Act and the operation of the Child and Family Services Program;
- (f) outline the components of the Child and Family Services Program;
- (g) establish the Office of the Independent Representative to provide assistance and support to Members and their Children involved in the Child and Family Services Program, and in proceedings before the

Dispute Resolution Tribunal;

- (h) establish the Dispute Resolution Tribunal and set out its jurisdiction and powers over disputes regarding the operation of the Child and Family Services Program;
- (i) establish the Office of Advancement to, among other things, review, support, and recommend improvements both to the administration of the Act, and the Act itself; and
- (j) other related purposes.

#### **4.0 SOVEREIGNTY, INHERENT RIGHTS, AND LEGAL AUTHORITY OF STURGEON LAKE CREE NATION**

##### **4.1 Affirmation**

The sovereign jurisdiction of Sturgeon Lake Cree Nation includes the inherent right and legal authority to create, administer, and enforce laws in relation to Child and Family Services.

##### **4.2 Dispute Resolution Mechanisms**

For greater certainty and for the purposes of section 4.1, the legal authority to create, administer, and enforce laws includes the authority to provide for dispute resolution mechanisms.

##### **4.3 Application of Canadian Charter of Rights and Freedoms and UNDRIP**

- (a) the *Charter of Rights and Freedoms* applies to SLCN in the exercise of its jurisdiction in relation to Child and Family Services; and
- (b) the *United Nations Declaration on the Rights of Indigenous Peoples* applies to SLCN in relation to Child and Family Services.

##### **4.4 Scope of Act**

- (a) this Act and the Child and Family Services Program will apply to all Members and their Children, whether they are residing on or off Reserve; and

- (b) this Act and the Child and Family Services Program may apply to all other persons residing on Reserve pursuant to a Coordination Agreement, or an IGB Agreement.

## **5.0 POWERS AND DUTIES OF THE MEMBERS OF STURGEON LAKE CREE NATION**

- (a) every Member of SLCN has a role to play in the life of a Child, and a responsibility to ensure that a Child is given the opportunity to enjoy the benefits of their culture, and flourish and thrive, physically, emotionally, spiritually, and psychologically.
- (b) in particular, under this Act, the Members have the following powers and duties:
  - (i) to approve this Act, and any proposed amendments to it; and
  - (ii) in accordance with section 14.4 below, to notify the Care Giver about a Child or Family who may be in need of Preventive or other Services.

## **6.0 POWERS, DUTIES AND LIMITATIONS OF COUNCIL**

- (a) Council has, in accordance with the powers, duties, and limitations set out in this Act, responsibility and accountability to the Members for the administration of this Act.
- (b) nothing in this Act will be construed so as to allow Council or Council members to make any decisions about Children in the Custody of the Care Giver.

## **7.0 OFFICE OF THE CARE GIVER OF CHILD AND FAMILY SERVICES**

### **7.1 Office Established**

- a) an Office to be known as the Office of the Care Giver of Child and Family Services is established;
- b) the Chief Administrative Officer of the Office, to be known as the Care Giver, will be appointed by Resolution for a term of not less than

3 years, and they will receive financial compensation and benefits as set out in the Resolution;

- c) the Office of the Care Giver has the capacity and, subject to this Act and any Resolutions, the rights, powers, and privileges of a natural person;
- d) the Office of the Care Giver will maintain an office at a place or places to be determined by Resolution;
- e) the fiscal year of the Office of the Care Giver will run from April 1<sup>st</sup> of each year to March 31<sup>st</sup> of the following year;
- f) subject to this Act, Resolutions may be passed:
  - (i) expanding or clarifying the powers, and duties to be exercised by the Office of the Care Giver; or
  - (ii) imposing limits on the powers, and duties to be exercised by the Office of the Care Giver.

## **7.2 Powers and duties of the Care Giver**

7.2.1 The powers and duties of the Care Giver are to create and lead an organization to:

- (a) advocate for, develop, and deliver the Child and Family Services Program, including Child and Family Services and approval of Care Homes for the Children and Families of Members both on and off the Reserve, in accordance with this Act, and in such a manner that is SLCN specific, SLCN determined, and SLCN based;
- (b) to the extent permitted by Provincial law, develop and deliver a Child and Family Services Program, including Child and Family Services and approval of Care Homes, for the children and families of persons who are resident on the Reserve but are not Members, in a manner that respects their familial, cultural, social and religious heritage and beliefs;



- (c) negotiate, enter into, administer, and generally deal with Child and Family Services agreements affecting Children and Families of Members, with the various levels of government and the private sector;
- (d) negotiate, enter into, administer, and generally deal with agreements affecting the children and families of persons who are resident on the Reserve but are not Members, with the various levels of government and the private sector;
- (e) act as the representative of SLCN before the Dispute Resolution Tribunal, in the Courts, and with all levels of government for the review, advocacy, development, and implementation of:
  - (i) this Act;
  - (ii) the calls to action of the Truth and Reconciliation Commission and Missing and Murdered Indigenous Women and Girls Commission;
  - (iii) the Articles of the United Nations Declaration of the Rights of Indigenous Peoples;
  - (iv) the existing and ongoing findings and orders of the Canadian Human Rights Tribunal in relation to Indigenous children;
  - (v) Jordan's Principle; and
  - (vi) other entities as may be determined by Resolution;
- (f) liaise with non-indigenous, Metis, and non-status indigenous people as individuals or groups to improve Child and Family programs and services;
- (g) obtain from SLCN, other Indigenous Communities, Provinces and Canada, records and information pertaining to Members and Children;

- (h) prepare annual financial statements in accordance with generally accepted accounting principles and provide them to SLCN, along with a written report to SLCN outlining the activities of the Care Giver in the previous year;
- (i) subject to this Act, exercise any other responsibilities necessary, suitable, proper, convenient, or incidental to the achievement of the purposes of the Act.

7.2.2 Nothing in the above will be construed so as to abrogate or derogate from the inherent rights, treaty rights, and aboriginal rights of Sturgeon Lake Cree Nation.

### **7.3 Office of the Care Giver Funding**

- (a) SLCN will transfer money payable to it under a Coordination Agreement to the Office of the Care Giver for the purposes of these responsibilities;
- (b) the Office of the Care Giver may also receive funding directly from the federal government or provincial governments; and
- (c) the Office of the Care Giver may also receive funding directly from any agencies, entities or Indigenous Communities.

### **7.4 Borrowing and Guarantees**

- (a) the Office of the Care Giver will not borrow money except in accordance with a Resolution; and
- (b) the Office of the Care Giver will not give financial guarantees.

### **7.5 Indemnification**

- (a) SLCN will indemnify:
  - (i) a present or former Care Giver;
  - (ii) a person who acts or has acted at the request of the Care Giver,
  - (iii) an employee or former employee of the Office of the Care Giver; and

- (iv) the heirs, estate and trustees of a person referred to in clause (i), (ii) or (iii),

against costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by that person with respect to a civil, criminal or administrative action or proceeding to which that person is made a party by reason of holding such a position, if that person acted honestly, in good faith and with a view to the best interests of the Office of the Care Giver, and in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, if that person had reasonable grounds for believing that the conduct that is the subject of the action or proceeding was lawful.

- (b) the Office of the Care Giver will not provide indemnities other than those:
  - (i) authorized by subsection (a); or
  - (ii) provided in accordance with a Resolution.

## **8.0 OFFICE OF THE INDEPENDENT REPRESENTATIVE**

### **8.1 Office Established**

- (a) an Office to be known as the Office of the Independent Representative is established;
- (b) the leader of the Office, to be known as the Independent Representative, will be appointed by Resolution for a term of not less than 3 years, and they will receive financial compensation and benefits as set out in the Resolution;
- (c) the Office of the Independent Representative has the capacity and, subject to this Act and any Resolutions, the rights, powers, and privileges of a natural person;
- (d) the Office of the Independent Representative will maintain an office at a place or places to be determined by Resolution;

(e) the fiscal year of the Office of the Independent Representative will run from April 1<sup>st</sup> of each year to March 31<sup>st</sup> of the following year;

(f) subject to this Act, Resolutions may be passed:

- (i) expanding or clarifying the powers, and duties to be exercised by the Office of the Independent Representative; or
- (ii) imposing limits on the powers, and duties to be exercised by the Office of the Independent Representative.

## **8.2 Powers and Duties of the Independent Representative**

8.2.1 The powers and duties of the Independent Representative are to create and lead an organization to:

- (a) advocate for Children and Families who become involved in the Child and Family Services Program, and before the Dispute Resolution Tribunal, to ensure that their voices are heard; and
- (b) carry out investigations as set out below:

### **Investigation by Office of the Independent Representative**

- (i) subject to subsections (iii) and (iv), the Office of the Independent Representative will investigate any decision or recommendation made, or any act done or omitted, by any person relating to the operation of the Child and Family Services Program.
- (ii) subject to subsections (iii) and (iv), the Office of the Independent Representative may make such an investigation either on a complaint made to it by any person or on its own initiative.
- (iii) nothing in this Act authorizes the Office of the Independent Representative to investigate any decision, recommendation, act or omission in respect of which

there is under this Act a right of review to the Dispute Resolution Tribunal.

(iv) the Office of the Independent Representative may summarily dismiss any complaint that it adjudges to be:

i) frivolous;

ii) vexatious; or

iii) unrelated to the operation of the Child and Family Services Program.

(v) at the conclusion of an investigation, the Office of the Independent Representative will make a report of their findings, decision, and recommendations, if any and send it to the complainant, if any, the person investigated, the Care Giver, and Council. However, the Office of the Representative does not have the power to vary or reverse the decision, recommendation or omission which was investigated.

(c) prepare annual financial statements in accordance with generally accepted accounting principles and provide them to SLCN, along with a written report to SLCN outlining the activities of the Office of the Independent Representative in the previous year;

(d) subject to this Act, exercise any other responsibilities necessary, suitable, proper, convenient or incidental to the achievement of the purposes of the Act, including incorporating provincially or federally.

8.2.2 Nothing in the above will be construed so as to allow the Office of the Representative to make decisions about Children in the Custody of the Care Giver.

### 8.3 **Office of the Independent Representative Funding**

- (a) SLCN will transfer money payable to it under a Coordination Agreement to the Office of the Independent Representative for the purposes of these responsibilities;
- (b) the Office of the Independent Representative may also receive funding directly from the federal government or provincial governments; and
- (c) the Office of the Independent Representative may also receive funding directly from any agencies, entities or Indigenous Communities.

### 8.4 **Borrowing and Guarantees**

- (a) the Office of the Independent Representative will not borrow money except in accordance with a Resolution; and
- (b) the Office of the Independent Representative will not give financial guarantees.

### 8.5 **Indemnification**

- (a) SLCN will indemnify:
  - (i) a present or former Independent Representative;
  - (ii) a person who acts or has acted at the request of the Independent Representative;
  - (iii) an employee or former employee of the Office of the Independent Representative; and
  - (iv) the heirs, estate and trustees of a person referred to in subsections (i), (ii), or (iii),

against costs, charges, and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by that person with respect to a civil, criminal or administrative action or proceeding to which that person is made a party by reason of holding such a position, if that person acted honestly, in good faith and with a view to the best interests of the Office of the Independent Representative, and in the case of a criminal

or administrative action or proceeding that is enforced by a monetary penalty, if that person had reasonable grounds for believing that the conduct that is the subject of the action or proceeding was lawful.

- (b) the Office of the Independent Representative will not provide indemnities other than those:
  - (i) authorized by subsection (a); or
  - (ii) provided in accordance with a Resolution.

## **9.0 DUTY OF CARE**

The Care Giver, the Independent Representative and their employees will, in exercising powers and performing their duties;

- (i) act honestly and in good faith and with a view to the best interests of the Children;
- (ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; and
- (iii) avoid conflicts of interest.

## **10.0 COMPLIANCE WITH ACT**

- (a) all persons involved in the operation of this Act will comply with this Act; and
- (b) any contract or Resolution conflicting with this Act is void and of no effect.

### **Disclosure of Information**

- (c) Council may request from the Office of the Care Giver, or the Office of the Representative any information, except for information about specific Children and Families, that the Council considers necessary, and the Care Giver and Independent Representative will disclose the information in the form and manner determined by the Council.

- (d) subject to subsection (a), the Care Giver and the Independent Representative will allow the Council's representative to:
  - (i) inspect and make copies of all records, accounts, reports, and other documents for the Council and, in the case of an electronic document, make or cause to be made a printout of the electronic document; and
  - (ii) otherwise review the operations of the Care Giver and Independent Representative.

## **11.0 FINANCIAL RESOLUTIONS**

Council may make Resolutions:

- (a) respecting the borrowing of money;
- (b) respecting indemnities, any terms and conditions of an indemnity, and the circumstances and manner in which an indemnity may be given;
- (c) respecting appointment, remuneration, termination, and other contractual terms and conditions of the Care Giver and Independent Representative; and
- (d) requiring the Care Giver and Independent Representative to prepare records and accounts and to provide them to the Council, and respecting those records and accounts;

## **12.0 PRINCIPLES AND REQUIREMENTS OF THE CHILD AND FAMILY SERVICES PROGRAM**

### **12.1 Best Interests of the Child**

This Act is to be interpreted and administered in accordance with the principle of the best interests of the Child. In particular:

- (a) the best interests of the Child will be a primary consideration in the making of decisions or the taking of actions in the context of the provision of Child and Family Services in relation to a Child; and



- (b) in taking a Child into care, primary consideration will be given to the Child's physical, emotional, and psychological safety, security and well-being, as well as to the importance, for that Child, of having an ongoing relationship with their Family and of preserving the Child's connections to SLCN.

## **12.2 Factors to be Considered**

To determine the best interests of a Child, all factors related to the circumstances of the Child will be considered, including:

- (a) the Child's cultural, linguistic, religious, and spiritual upbringing and heritage;
- (b) the Child's needs, given the Child's age and stage of development, such as the Child's need for stability;
- (c) the nature and strength of the Child's relationship with the Child's Parent, the Care Provider, and any Family member who plays an important role in the Child's life;
- (d) the importance to the Child of preserving the Child's cultural identity and connections to SLCN;
- (e) the Child's views and preferences, giving due weight to the Child's age and maturity, unless they cannot be ascertained;
- (f) any plans for the Child's care, including care in accordance with the customs or traditions of SLCN;
- (g) any Family violence and its impact on the Child, including whether the Child is directly or indirectly exposed to the Family violence as well as the physical, emotional and psychological harm or risk of harm to the Child; and
- (h) any civil or criminal proceeding, order, condition, or measure that is relevant to the safety, security and well-being of the Child.

### 12.3 Cultural Continuity

This Act is to be interpreted and administered in accordance with the principle of cultural continuity as reflected in the following concepts:

- (a) cultural continuity is essential to the well-being of a Child, a Family, and SLCN;
- (b) the transmission of the languages, cultures, practices, customs, healing practices, traditions, ceremonies, and spirituality, and the knowledge of Kokums and Moshums, is integral to cultural continuity;
- (c) a Child's best interests are often promoted when the Child resides with members of the Child's Family and the culture of SLCN is respected;
- (d) Child and Family Services provided in relation to a Child are to be provided in a manner that does not contribute to the assimilation of SLCN or to the destruction of the culture of SLCN; and
- (e) the characteristics and challenges of the place where a Child and a Family are located are to be considered.

### 12.4 Substantive Equality

This Act is to be interpreted and administered in accordance with the principle of substantive equality as reflected in the following concepts:

- (a) the rights and distinct needs of a Child with a disability are to be considered in order to promote the Child's participation, to the same extent as other children, in the activities of the Child's Family or SLCN;
- (b) a Child will be able to exercise their rights under this Act, including the right to have their views and preferences considered in decisions that affect them, and the Child will be able to do so without discrimination, including discrimination based on sex or gender identity or expression;
- (c) a Child's Family member will be able to exercise their rights under this Act, including the right to have their views and preferences considered in decisions that affect the Family member, and they will

be able to do so without discrimination, including discrimination based on sex or gender identity or expression;

- (d) the Care Giver will consider the rights of SLCN members under this Act, including the right to have the views and preferences of the Members considered in decisions that affect the Members; and
- (e) in order to promote substantive equality between SLCN Children and other children, a jurisdictional dispute will not result in a gap in the Child and Family Services that are provided in relation to SLCN Children.

## **12.5 Provision of Services**

Child and Family Services provided in relation to a Child are to be provided in a manner that:

- (a) takes into account the Child's needs, including with respect for the Child's physical, emotional and psychological safety, security, and well-being;
- (b) takes into account the Child's culture and beliefs;
- (c) allows the Child to know their Family origins; and
- (d) promotes substantive equality between the Child and other children.

## **12.6 Notice**

When providing Child and Family Services, to the extent that doing so is consistent with the best interests of the Child, before taking any significant measure in relation to the Child, the Care Giver will provide notice of the measure to the Child's Parents, the Care Provider, if different, and the Independent Representative.

## **12.7 Representations and Party Status**

In the context of a civil proceeding of any kind in front of any Court in respect to the provision of Child and Family Services in relation to a Child:

- (a) the Child's Parents and the Care Provider have the right to make representations and to have party status; and

- (b) the Care Giver, the Independent Representative, and Council have the right to make representations.

#### **12.8 Priority to Preventive Services**

In the context of providing Child and Family Services in relation to a Child, to the extent that providing Preventive Services to support the Child's Family is consistent with the best interests of the Child, the provision of those services are to be given priority over other services. The Care Giver will coordinate with other SLCN service providers to ensure there is no duplication of existing Preventive Services.

#### **12.9 Priority to Prenatal Services**

Prenatal Services are to be given priority over other services in order to prevent the taking in to care of the Child at the time of the Child's birth. The Care Giver will coordinate with other SLCN service providers to ensure there is no duplication of existing Prenatal Services.

#### **12.10 Socio-Economic Conditions**

In the context of providing Child and Family Services in relation to a Child, to the extent that it is consistent with the best interests of the Child, the Child will not be taken into care solely on the basis of their socio-economic conditions, including poverty, lack of adequate housing, or infrastructure or the state of health of their Parents or the Care Provider.

#### **12.11 Reasonable Preventive Efforts**

In the context of providing Child and Family Services in relation to a Child, unless immediate taking into care is consistent with the best interests of the Child, before taking into care a Child who resides with one of the Child's Parents or another adult member of the Child's Family, the Care Giver will demonstrate that they have made reasonable preventive efforts to have the Child continue to reside with that person.

## **13.0 PLACEMENT OF CHILD**

### **13.1 Priority**

The placement of a Child in the context of providing Child and Family Services in relation to the Child, to the extent that it is consistent with the best interests of the Child, is to occur in the following order of priority:

- (a) with one of the Child's Parents;
- (b) with another adult member of the Child's Family;
- (c) with an adult who belongs to SLCN;
- (d) with an adult who belongs to an Indigenous group, community or people other than SLCN; or
- (e) with any other adult.

### **13.2 Placement With or Near Other Children**

When the order of priority set out in section 13.1 is being applied, the possibility of placing the Child with or near children who have the same Parent as the Child, or who are otherwise members of the Child's Family, will be considered in the determination of whether a placement would be consistent with the best interests of the Child.

### **13.3 Customs and Traditions**

The placement of a Child under section 13.1 will take into account the customs and traditions of SLCN such as with regards to customary adoption.

### **13.4 Family Unity**

In the context of providing Child and Family Services in relation to a Child, there will be a reassessment, conducted on an ongoing basis, of whether it would be appropriate to place the Child with:

- (a) a person referred to in subsection 13.1(a), if the Child does not reside with such a person; or

- (b) a person referred to in subsection 13.1(b), if the Child does not reside with such a person and unless the Child resides with a person referred to in subsection 13.1 (a).

### **13.5 Attachment and Emotional Ties**

In the context of providing Child and Family Services in relation to a Child, if the Child is not placed with a member of their Family in accordance with subsections 13.1(a) or (b), to the extent that doing so is consistent with the best interests of the Child, the Child's attachment, and emotional ties to each such member of her Family are to be promoted.

## **14.0 COMPONENTS OF THE CHILD AND FAMILY SERVICES PROGRAM**

### **14.1 Cultural Continuity Plan**

- (a) Every Child who is in the sole Custody of a Parent who is a non-Member must have their own Cultural Continuity Plan, created and implemented by the Care Giver.
- (b) The Care Giver may provide financial assistance to the Parent or the Child as part of the Cultural Continuity Plan.
- (c) The Care Giver may amend the Cultural Continuity Plan from time to time as circumstances require.
- (d) If there is a conflict between the Cultural Continuity Plan and any other cultural plan for the Child, whether previously Court ordered or otherwise, the Cultural Continuity Plan prevails.

### **14.2 Defining When a Child is in Need of Intervention**

For the purposes of this Act, a Child is in need of intervention if there are reasonable and probable grounds to believe that the safety, security, or development of the Child is endangered because of any of the following:

- (a) the Child has been abandoned or lost;
- (b) the Parent of the Child is deceased, and the Child has no other Parent;

- (c) the Child is neglected by the Parent;
- (d) the Child has been or there is substantial risk that the Child will be physically injured or sexually abused by the Parent of the Child;
- (e) the Parent of the Child is unable or unwilling to protect the Child from physical injury or sexual abuse;
- (f) the Child has been emotionally injured by the Parent of the Child;
- (g) the Parent of the Child is unable or unwilling to protect the Child from emotional injury;
- (h) the Parent of the Child has subjected the Child to or is unable or unwilling to protect the Child from cruel and unusual treatment or punishment; or
- (i) as a result of any of the above, the Child has been or there is substantial risk that the Child will be physically injuring or sexually abusing other children.

#### **14.3 Definition of Neglect**

For the purposes of subsection 14.2(c), a Child is neglected if:

- (a) the Parent is unable or unwilling to obtain for the Child, or to permit the Child to receive, essential medical, surgical, or other remedial treatment that is necessary for the health or well-being of the Child;
- (b) the Parent is unable or unwilling to provide the Child with adequate care or supervision; or
- (c) where a Parent having sole Custody of the Child is a non-Member, the Parent is unable or unwilling to comply with part or all of a Cultural Continuity Plan.

#### **14.4 Definition of Emotional Injury**

For the purposes of this Act:

- (a) a Child is emotionally injured:
  - (i) if there is impairment of the Child's mental or emotional functioning or development; and

- (ii) if there are reasonable and probable grounds to believe that the emotional injury is the result of:
  - A. rejection;
  - B. emotional, social, cognitive, or physiological neglect;
  - C. deprivation of affection or cognitive stimulation;
  - D. exposure to Family violence or severe domestic disharmony;
  - E. inappropriate criticism, threats, humiliation, accusations or expectations of or toward the Child;
  - F. the mental or emotional condition of the Parent of the Child or of anyone living in the same residence as the Child;
  - G. exposure to criminal behaviour; or
  - H. chronic alcohol or drug abuse by a Parent or by anyone living in the same residence as the Child.

#### **14.5 Reporting Child in Need**

- (a) any person who has reasonable and probable grounds to believe that a Child is in need of intervention, including a Peace Officer, will forthwith report the matter to the Care Giver;
- (b) subsection (a) applies notwithstanding that the information on which the belief is founded is confidential and its disclosure is prohibited under any other legislation;
- (c) this section does not apply to information that is privileged as a result of a solicitor-client relationship; and
- (d) no action lies against a person reporting pursuant to this section, including a person who reports information referred to in subsection (c), unless the reporting is done maliciously or without reasonable and probable grounds for the belief.



## 14.6 Investigation and Response

- (a) if the Care Giver receives information in the form of:
  - (i) a request for Intervention Services;
  - (ii) a report under section 14.5(a); or
  - (iii) any other allegation or evidence that a Child may be in need of intervention, the Care Giver will investigate the Child's need for intervention unless the Care giver is satisfied that the information was provided maliciously or is unfounded or  
  
that the report or allegation was made without reasonable and probable grounds.
- (b) during an investigation, the Care Giver:
  - (i) may request the assistance of a Peace Officer;
  - (ii) may convey a Child to any place; or
  - (iii) remove a person from any place where the Child is found or is residing.

in order to complete the investigation.
- (c) if, after an investigation, the Care Giver is of the opinion that the Child is in need of intervention, the Care Giver will:
  - (i) if the Care Giver is satisfied that it is consistent with the Child's need for intervention, provide Preventive Services to the Child or to the Child's Family in accordance with this Act; or
  - (ii) if the Care Giver is not satisfied that the Child's need for intervention can be met under subclause (i), take whatever action under this Act that the Care Giver considers appropriate, including the provision of Child Protection Services in accordance with this Act.
- (d) the Care Giver may, if the Care Giver is satisfied that it is consistent with the Child's need for intervention, convey the Child to the person who has Custody of the Child or to a person who is temporarily caring

for the Child.

- (e) if Preventive Services are provided to the Child or to the Child's Family, the person or a member of the organization providing those services will report to the Care Giver any matter respecting the Child that may require further investigation by the Care Giver.

#### **14.7 Preventive Services: Customary Care**

- (a) if the Care Giver is satisfied that without the provision of customary care a Child may be in need of intervention because the Parent of the Child cannot be located after a reasonable search or has died or become incapacitated, the Care Giver may appoint a person to care for the Child until the Parent can be located or other satisfactory arrangements can be made for the care of the Child, and the Care Giver may convey the Child for the purpose of placing the Child in the care of that person.
- (b) the person appointed under subsection (a) may also care for the Child in the residence in which the Child was found and for that purpose may:
  - (i) enter the residence;
  - (ii) live in the residence;
  - (iii) carry on normal homemaking activities in the residence that are necessary for the care of the Child;
  - (iv) exercise reasonable control over all Children residing in the residence; and
  - (v) request that the Care Giver remove, with the assistance of a Peace Officer if necessary, any Member or family member that the Care Giver believes is a threat to the Child.
- (c) the person appointed under subsection (a) may care for the Child in the person's own residence for the amount of time that the Care Giver directs.
- (d) when a person is appointed under subsection (a), no liability attaches to that person in the course of carrying out that person's duties under subsection (b) or to the Care Giver assisting that person in carrying out those duties by reason only of the entry into and occupation of the residence without the consent of the owner or occupier.

## 14.8 Other Preventive Services

- (a) a member of a Family may apply to the Care Giver for and may receive from the Care Giver other Preventive Services in order to aid in the resolution of Family matters which if unresolved may create an unsuitable environment for a child.
- (b) the Care Giver may enter into an agreement with the Parent of a Child or with another person who, with the express or implied consent of the Parent or pursuant to a Court order or an agreement, has Custody of the Child with respect to the provision of services to the Family or the Child if, in the opinion of the Care Giver:
  - (i) the Child is at risk of intervention; but
  - (ii) as a result of the provision of Preventive Services, the Child's safety, security, or development will be adequately protected if the Child remains with the Child's Parent or the person who has Custody of the Child, as the case may be.
- (c) Preventive Services may include, by agreement with the Parent:
  - i) the appointment of a mediator to attempt to resolve matters relating to the Child's need for intervention; or
  - ii) the removal of a Member or Family member, with the assistance of a Peace Officer if necessary, who is believed to be causing the Child to be in need of intervention.
- (d) the Care Giver may provide or purchase such supportive and treatment services as may be required to prevent family disruption or restore family functioning.
- (e) the Care Giver may provide emergency financial and material assistance to prevent family disruption.
- (f) any interested community group or individual may apply to the Care Giver for assistance in resolving community problems which are affecting the ability of Families to care adequately for their children.

- (g) the Care Giver may establish programs to facilitate the participation of volunteers in the provision of services.
- (h) where it appears to the Care Giver that a Child is in need of care outside the home for varying periods of time during the day, the Care Giver may, by agreement with the Parent of the child, place the Child in a Care Facility that operates as a day care.
- (i) where it appears that the Parent requires training in homemaking and child care, the Care Giver may with the consent of the Parent place a parent aide in the home of the Parent in order to provide the training.

#### **14.9 Custody Agreement**

- (a) the Care Giver may enter into an agreement with the Parents of a Child under which Custody of the Child is given to the Care Giver if, in the opinion of the Care Giver:
  - (i) the Child is in need of intervention; and
  - (ii) the safety, security, or development of the Child cannot be adequately protected if the Child remains with the Child's Parents.
- (b) the agreement may include the following:
  - (i) the visits or other access to be provided between the Child and the Parents and Family and any other person with whom the Child has a significant relationship;
  - (ii) the conditions, if any, under which the Care Giver will consult with the Parents on matters affecting the Child; and
  - (iii) any other matter relating to the parenting of the Child.
- (c) the agreement may be made for whatever period of time the parties agree is in the best interests of the Child, or it may be permanent.
- (d) if it is permanent, the Care Giver will make best efforts to find new Parents for the Child, consulting with the Family where possible, as quickly as possible.

#### **14.10 Access Agreements**

The Care Giver may enter into an access agreement with anyone who has a significant relationship with the Child.

#### **14.11 Minor Parent**

- (a) the Care Giver will work with other interested professionals and organizations to ensure that minor parents are informed of services that are available to them;
- (b) the Care Giver on application by a minor parent will establish a plan and provide services which is in the best interests of the parent and child; and
- (c) any agreement entered into under this Act by a person under 18 years of age is as valid as if that person had attained the age of 18.

#### **14.12 Termination of Agreement**

The Care Giver may terminate a Custody or access agreement and return the Child to the Parents at any time, in consultation with the Family if possible, if in the Care Giver's opinion the Parents are ready, willing and able to resume parenting the Child.

#### **14.13 Taking into Care**

- (a) if a Care Giver has reasonable and probable grounds to believe that a Child is in need of intervention, the Care Giver may take into care the Child, and may request the assistance of a Peace Officer in order to do so.
- (b) the Care Giver and any Peace Officer called on for assistance, may, by force if necessary, enter a place or premises and search for and take into care the Child.
- (c) a Peace Officer may take into care a Child in need of intervention and, as soon as practical thereafter, place the Child in the Custody of the Care Giver.
- (d) if a Child is apprehended in Alberta or another province under the

authority of that province's or other child welfare legislation and placed in the Custody of the Care Giver by that province's or other child welfare authorities, the Child is deemed to be taken into care under this Act as well, effective on the date the Child is so placed.

#### **14.14 Notice of Taking into Care**

- (a) if a Child has been taken into care, the Care Giver will notify the Parents of the Child and the Independent Representative forthwith that the Child has been taken in, the reasons for it, and provide contact information of the Care Giver;
- (b) notice under subsection (a) may be by any method and may be oral or in writing; and
- (c) the validity of proceedings pursuant to this Act is not affected if the Care Giver is unable, after reasonable effort, to give notice in accordance with this section.

#### **14.15 Exclusive Custody**

If a Child has been taken into care, the Care Giver has exclusive Custody of the Child and is responsible for the Child's care, maintenance, and well-being.

#### **14.16 Health Care on Taking into Care**

- (a) if the Parent of a Child who has been taken into care is unable, unavailable, or refuses to consent to the provision of essential medical, surgical, dental, or other remedial treatment for the Child that is recommended by a physician, dentist, or other qualified medical professional, the Care Giver may authorize the provision of any recommended treatment for the Child.
- (b) if a Child is treated under this section, no liability attaches to the person treating the Child by reason only that the Parent of the Child did not consent to the treatment.

#### **14.17 Custody on Taking into Care**

- (a) if a Child is taken into care by the Care Giver, the Child may remain in the Custody of the Care Giver until the Care Giver decides that the Parents or other Family of the Child are ready, willing, and able to

parent the Child, or, failing which, the Child is adopted.

- (b) the Care Giver may decide who has access to a Child who has been taken into care.

#### **14.18 Right to Custody**

Subject to the terms of any applicable Coordination Agreement, the right of the Care Giver to the Custody of a Child when the Child is in the Custody of the Care Giver takes precedence over the rights given by any order or agreement not made pursuant to this Act respecting guardianship, custody, access, contact, parenting time, or the Child's place of residence, whether that order or agreement:

- (a) was granted to a person who is a party to the proceedings under this Act or not; or
- (b) was granted before or after the Child came into the Custody of the Care Giver.

#### **14.19 Death of Child**

When a Child who is in the Custody of the Care Giver dies, the Care Giver will;

- (a) notify the Family;
- (b) notify the local Police Service and Provincial Coroner;
- (c) consent to an autopsy of the body of the Child; and
- (d) in consultation with the Family, arrange for the burial or other disposition of the body of the Child.

#### **14.20 Placement: Secure Services**

If a Child or the Child's Family is receiving services under this Act, or the Child is in the Custody of the Care Giver and the Care Giver has reasonable and probable grounds to believe that:

- (a) the Child is in a condition presenting an immediate danger to the Child or others;

- (b) it is necessary to confine the Child in order to stabilize, assess, and treat the Child; and
- (c) less intrusive measures are not adequate to sufficiently reduce the danger, the Care Giver may detain and convey the Child with the assistance of a Peace Officer to a secure services facility, and may confine the Child in a secure services facility.

#### **14.21 Placement Generally**

- (a) the Care Giver will place Children who are in their Custody applying the priorities and other considerations set out in sections 13.1 to 13.5; and
- (b) the Care Giver may place a Child in a Care Home or in a home or group home that has been approved by another authority.

#### **14.22 Approval Required for Care Home**

- (a) no person will operate a Care Home unless that person holds a subsisting Care Home approval issued by the Care Giver under this Act; and
- (b) the Care Giver will make regulations governing the issuance, review, and cancellation of Care Home approvals.

### **15.0 ADOPTION**

- (a) a Child in the Custody of the Care Giver may be adopted in accordance with the customary adoption practices of SLCN; and
- (b) such an adoption terminates any other order, agreement, or rights with respect to the Child.

### **16.0 FINANCIAL ASSISTANCE FOR ADOPTION AND INDEPENDENT LIVING**

- (a) a Care Giver may provide financial assistance in respect of a Child who was in the Custody of the Care Giver to a person who adopts the Child; and



- (b) if a Youth who at one time was in the Custody of either a Province or the Care Giver is living independently, the Care Giver may provide financial assistance to the Youth, until the Youth reaches the age of 26.

## **17.0 DISPUTE RESOLUTION TRIBUNAL**

### **17.1 Dispute Resolution Tribunal Established**

- (a) the Dispute Resolution Tribunal is hereby established;
- (b) the Tribunal has the capacity and, subject to this Act and any Resolutions, the rights, powers and privileges of a natural person;
- (c) Council may appoint up to seven members of the Dispute Resolution Tribunal for a term of 3 years;
- (d) the members of a Tribunal will receive remuneration, and payment for travelling, living and other expenses incurred in the course of their duties as members; **Council will be responsible for the remuneration and expenses of the appointed members;** notwithstanding subsection (c), where the appointment of a member of a Tribunal expires, the member continues to hold office until:
  - (i) the member is reappointed,
  - (ii) a successor is appointed, or
  - (iii) a period of 3 months has elapsed, whichever occurs first.
- (e) the Chair and one or more Vice-chairs of the Tribunal will be appointed by Resolution from among the members of the Tribunal, and Council will be responsible for their remuneration and expenses;
- (f) the Tribunal will maintain an office at a place or places to be determined by Resolution;
- (g) the fiscal year of the Tribunal will run from April 1<sup>st</sup> of each year to March 31<sup>st</sup> of the following year. The Chair will prepare annual financial statements in accordance with generally accepted accounting principles and provide them to SLCN, along with a written report

outlining the activities of the Tribunal in the previous year;

- (h) the quorum to hear a review under this Act is 3 members, but an appeal may be heard by any one member for procedural matters related to the review or in emergency circumstances; and
- (i) subject to this Act, the Tribunal may make Rules of Procedure, including:
  - (i) the emergency circumstances in which a review may be heard by one member of the Tribunal;
  - (ii) prescribing the forms including notices to be used in any application made to the Dispute Resolution Tribunal; and
  - (iii) respecting Mediation.

## **18.0 DISPUTE RESOLUTION**

18.1 Subject to 18.1.(h), the following persons directly affected by a decision of the Care Giver under this Act may request, in writing within 30 days of the decision, that the Dispute Resolution Tribunal review the decision:

- (a) a Child;
- (b) a Parent;
- (c) a Family member;
- (d) an individual who has had continuous care of a Child for more than 6 of the 12 months preceding the decision of the Care Giver;
- (e) a person who is receiving or may be eligible to receive Services under this Act;
- (f) a Member or family member who has been removed from the residence of a Child; and

- (g) an applicant for a Care Home approval or a renewal of a Care Home approval under the Regulation whose application has been refused.
- (h) the Dispute Resolution Tribunal may decide whether to accept a request for a review of a financial decision of the Care Giver.

18.2 A request under section 18.1 will set out:

- (a) the decision in sufficient details for the Dispute Resolution Tribunal to be able to identify it; and
- (b) the grounds for the review.

18.3 The person making the request will give it to the Care Giver, who upon receiving it will within 7 days send a copy to the Dispute Resolution Tribunal and to the Office of the Independent Representative.

18.4 In reviewing a decision, the Dispute Resolution Tribunal may receive oral or written submissions and evidence from the person who requested the review, the Independent Representative, and the Care Giver.

18.5 The Tribunal may also conduct its own investigations and receive evidence and submissions from any other person it deems necessary in order to make its decision.

18.6 At any stage of the proceedings the Dispute Resolution Tribunal may, with the agreement of the Applicant and the Care Giver, direct that the dispute should be mediated by a mediator appointed by the Dispute Resolution Tribunal.

18.7 On completing a review the Dispute Resolution Tribunal may:

- (a) confirm the decision that has been reviewed; or
- (b) direct the Care Giver to review and reconsider the decision.

18.8 The Dispute Resolution Tribunal will, within 60 days of receiving the request under section 18.3, provide the person who requested the review with a copy of the decision that includes the reasons.

18.9 The Dispute Resolution Tribunal may decide differences or disputes between persons about Children, where all the parties involved in the

difference or dispute agree in writing that the Dispute Resolution Tribunal should decide the matter.

## **19.0 OFFICE OF ADVANCEMENT**

### **19.1 Office Established**

- (a) an Office to be known as the Office of Advancement is established;
- (b) the leader of the Office, to be known as the Director of Advancement, will be appointed by Resolution for a term of not less than 3 years, and they will receive financial compensation and benefits as set out in the Resolution;
- (c) the Office of Advancement has the capacity and, subject to this Act and any Resolutions, the rights, powers and privileges of a natural person;
- (d) the Office of Advancement will maintain an office at a place or places to be determined by Resolution;
- (e) the fiscal year of the Office of the Office of Advancement will run from April 1<sup>st</sup> of each year to March 31<sup>st</sup> of the following year;
- (f) subject to this Act, Resolutions may be passed:
  - (i) expanding or clarifying the powers, and duties to be exercised by the Office of Advancement; or
  - (ii) imposing limits on the powers, and duties to be exercised by the Office of Advancement.

### **Powers and duties of the Director of Advancement**

19.1.1 The powers and duties of the Director of Advancement are to create and lead an organization to:

- (a) in collaboration with the Care Giver,
  - (i) research best practices; and
  - (ii) track services outcomes of the Child and Family Services Program, and make recommendations for improvements;

- (b) carry out financial audits of the Office of the Care Giver, the Office of the Independent Representative, and the Dispute Resolution Tribunal as requested by Council from time to time;
- (c) review the Act and make recommendations for amendments in accordance with section 21.1 and 21.2;
- (d) make recommendations to Council respecting the appointment of the Care Giver, the Independent Representative, and the members of the Dispute Resolution Tribunal;
- (e) provide information, guidance and support to Parents wishing to access Provincial and Federal government programs and services for themselves and their Children;
- (f) generally provide logistical and other support to the Office of the Care Giver, the Office of the Independent Representative and the Dispute Resolution Tribunal when reasonably requested by them to do so.

19.2.2 Nothing in the above will be construed so as to allow the Office of Advancement to make decisions about Children in the Custody of the Care Giver.

## **19.2 Office of Advancement Funding**

SLCN will transfer money payable to it under a Coordination Agreement to the Office of Advancement for the purposes of these powers and duties.

## **19.3 Borrowing and Guarantees**

- (a) the Office of Advancement will not borrow money except in accordance with a Resolution; and
- (b) the Office of Advancement will not give financial guarantees.

## **19.4 Indemnification**

- (a) SLCN will indemnify:
  - (i) a present or former Director of Advancement;
  - (ii) a person who acts or has acted at the request of the Director

of Advancement;

- (iii) an employee or former employee of the Director of Advancement; and
- (iv) the heirs, estate and trustees of a person referred to in subsections (i), (ii) or (iii), against costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by that person with respect to a civil, criminal or administrative action or proceeding to which that person is made a party by reason of holding such a position, if that person acted honestly, in good faith and with a view to the best interests of the Office of Advancement, and in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, if that person had reasonable grounds for believing that the conduct that is the subject of the action or proceeding was lawful.

(b) the Office of Advancement will not provide indemnities other than those:

- (i) authorized by subsection (a); or
- (ii) provided in accordance with a Resolution.

## **20.0 GENERAL**

### **20.1 Delegation from Care Giver**

- (a) the Care Giver may delegate any power, duty, or function of the Care Giver under this Act to any of the following:
  - (i) a person employed or engaged in the administration of this Act;
  - (ii) a person who is providing care to a Child in respect of that Child; or
  - (iii) any other person.

## **20.2 Delegation to Care Giver**

- (a) the Care Giver is authorized to receive any authority delegated to an official by any government or child welfare authority relating to a Child who is in the Custody or under the guardianship of that government or authority; and
- (b) the Care Giver is authorized to receive any authority under any Provincial legislation relating to a Child.

## **20.3 Liability**

- (a) subject to subsections (b), (c), and (d), no action lies or may be commenced or maintained against any individual, the Office of the Care Giver, the Office of the Independent Representative, the Office of Advancement, Council, or the Dispute Resolution Tribunal in respect of anything done or omitted to be done in the exercise or intended exercise of any power under this Act or in the performance or intended performance of any duty or function under this Act;
- (b) subsection (a) does not apply in relation to anything done or omitted to be done in bad faith;
- (c) a member of Council who interferes with or attempts to interfere with the case management of a Child in the care of the Care Giver will be disqualified from remaining on Council; and
- (d) a member of Council who interferes with or attempts to interfere with proceedings before the Dispute Resolution Tribunal will be disqualified from remaining on Council.

## **20.4 Computation of Time**

- (a) if in this Act the time limited for the doing of a matter expires or falls on a holiday, it may be done on the day following that is not a holiday; and
- (b) if in this Act the time limited for the doing of a matter, expires or falls on a day on which the office or place in which it is required to be done is not open during its regular hours of business, it may be addressed on the day following on which the office or place is open.

## **20.5 Cree Version**

Council will, with the assistance of SLCN Elders, enact a Cree version of the Act.

## **21.0 GENERAL RESOLUTIONS**

Council may make any Resolutions required to facilitate the operation of this Act, but those Resolutions are void if they conflict with any provisions of this Act.

## **22.0 ENGAGEMENT OF CONSULTANTS**

- (a) Council may appoint experts or persons having special technical or legal knowledge to advise the Dispute Resolution Tribunal, Office of the Independent Representative, the Office of Advancement or the Office of the Care Giver when they perform their duties and functions under this Act; and
- (b) a person appointed under section (a) may be paid the remuneration and expenses that Council prescribes.

## **23.0 CONFIDENTIALITY**

- (a) the Care Giver and any person employed or assisting in the administration of this Act may disclose or communicate personal information that comes to the Care Giver's or attention under this Act in accordance with proceedings before the Dispute Resolution Tribunal, and as follows:
  - (i) to any person or organization, if the disclosure is necessary to plan services for or provide services to the Child or the Child's Family or to plan or provide for the day-to-day care or education of the Child;
  - (ii) to the Parents or Family of the Child to whom the information relates;
  - (iii) to the Child to whom the information relates;
  - (iv) to any person employed in the administration of child protection legislation in another province or treaty territory in Canada; and



- (v) to any person or the community with the written consent of the Care Giver;
- (b) the Care Giver or a person acting on behalf of the Care Giver, may collect and use personal information, including health information, for the purposes of conducting an assessment or an investigation or providing services under this Act;
- (c) a hospital, medical care facility, Police Service, school, educational authority, health authority, membership clerk, or other custodian of personal information will provide personal information to the Care Giver on request of the Care Giver;
- (d) no liability attaches to the Care Giver or any other person who discloses or communicates information in accordance with this section; and
- (e) despite subsection (a), the name of a person who makes a report to the Care Giver about a Child who may be in need of intervention and any information that would identify that person is privileged information of the person making the report and is not admissible in evidence in any action or proceeding or before any inquiry without the consent of the person.

#### **24.0 NOT FOR PROFIT ORGANIZATION LEGISLATION**

- (a) subject to (c), federal legislation dealing with not for profit organizations shall not apply to the Office of the Care Giver, the Office of the Independent Representative, the Office of Advancement or the Dispute Resolution Tribunal;
- (b) subject to (c), provincial legislation dealing with not-for-profit organizations shall not apply to the Office of the Care Giver, the Office of the Independent Representative, the Office of Advancement or the Dispute Resolution Tribunal; and
- (c) the Office of the Care Giver, the Office of the Independent Representative, the Office of Advancement and the Dispute Resolution Tribunal may incorporate and register under federal or provincial legislation for the same purposes and on the same terms as set out in this Act.

## **25.0 APPROVAL AND ENACTMENT OF ACT**

- 25.1 The Act must be approved by vote of the Members, by a majority of 50% + 1 of those actually voting.
- 25.2 The procedure, timing, and other aspects of the vote will be determined by Council pursuant to an Approval Resolution.
- 25.3 Upon approval, the provisions of this Act will come into force on the date Council passes an Enacting Resolution.
- 25.4 An Enacting Resolution is only valid if:
  - 25.4.1 The Enacting Resolution is passed following the approval of the Act by the Members; and
  - 25.4.2 The approval by the members was done in accordance with Council's Approval Resolution.
- 25.5 An Enacting Resolution may provide that various sections of the Act will come into force at different times, or upon later Council Resolution.

## **26.0 REVIEW AND AMENDMENT OF ACT**

### **26.1 Process to Review**

- (a) Council may at any time by Resolution amend or repeal the Act in part only;
- (b) such amendment, or repeal will be effective for 6 months from the effective date set out in the Resolution;
- (c) notwithstanding subsection (b), an amendment to or repeal of the Act may be made permanent if approved by the Members of SLCN within 6 months of the effective date of the amendment or repeal;
- (d) if the amendment, or repeal is rejected by the Members, it ceases to have effect immediately notwithstanding subsection (b); and
- (c) every 5 years after the day on which this Act comes into force, the Office of Advancement will undertake a review of the provisions and operation of this Act.

## 26.2 **Report**

The Office of Advancement will prepare a report on the review that sets out their conclusions and recommendations.

## 27.0 **TRANSITIONAL**

Upon the coming into force of this Act, subject to the terms of any applicable Coordination Agreement:

- (a) all Court proceedings, including Private Guardianship Proceedings, relating to Children in the Custody of a Province are deemed to be stayed;
- (b) at the written request of the Care Giver, a Province will immediately transfer the file of a Child in the Custody of the Province to the Care Giver;
- (c) the Care Giver will be deemed to have assumed Custody of a Child in the Custody of a Province when the Child's file has been transferred from the Province to the Care Giver, or 30 days have elapsed since the request for the file was received by the Province, whichever is sooner;
- (d) until the file has been so transferred, the current status of a Child in the Custody of the Province continues, but
- (e) the Care Giver will be consulted before any decisions are made with respect to the Child. Any decision made without consultation with the Care Giver is deemed to be void.

## 28.0 **CONSEQUENTIAL AMENDMENT**

Section 15.4 (i) of the Customary Election Regulations is to be amended as follows:

### 15.4 Other Grounds for Removal from Office

...

- (i) While in office, the Chief or Councillor fails to comply with the Bylaws, *SLCN Child and Family Care Act*, stated policies of the First Nation, and the Customary Election Regulations of The Sturgeon Lake Cree Nation.