

SNOWOYELH TE EMI:MELH TE STS'AILES
(CHILD AND FAMILY SERVICES LAW)



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TABLE OF CONTENTS

Part 1 – Title, Purpose, Definitions, and Legal Principles	2
1. Title.....	2
2. Purpose.....	2
3. Definitions.....	3
4. Legal Principles.....	8
Part 2 – Affirmation, Application, Coming into Force, and Agreements	10
5. Affirmation.....	10
6. Application and Coming Into Force (Phased Approach).....	10
7. Agreements Relating to the Coordination of Child and Family Services.....	11
Part 3 – Snowoyelh Síyam Síyelyólexwa	12
8. Snowoyelh Síyam Síyelyólexwa Appointment.....	12
9. Snowoyelh Síyam Síyelyólexwa Responsibilities.....	12
Part 4 – Snowoyelh Department Structure and Responsibilities	13
10. General.....	13
11. Snowoyelh Department Responsibilities.....	14
12. Snowoyelh Department Executive Director.....	15
13. Snowoyelh Department Programs.....	16
14. Sts’ailes Residential Facility.....	17
15. Snowoyelh Department Funding and Use of Funding.....	17
16. Snowoyelh Department Workers.....	17
17. Snowoyelh Department Indemnification.....	17
18. Notice of Decisions.....	18
Part 5 – Child and Family Services	18
19. A Child in Need of Intervention or Protection.....	18
20. Reporting and Investigating a Child in Need of Intervention or Protection.....	19
21. Emergency Care.....	20
22. Apprehension of Children.....	20
23. Cultural Adoption.....	21
24. Placement of a Child.....	21
25. Death of a Child.....	22
26. Snowoyelh Support Services Agreements and Care Agreements.....	22

27.	Care and Guidance Supervision Order	23
28.	Adult Support Services	24
29.	Youth Agreements	25
Part 6 – Appeals		25
30.	Appeals and Reconsideration	25
Part 7 – Additional Clauses		28
31.	Notice of Legislative Authority and Coordination Agreements	28
32.	Delegation from Chief and Council.....	28
33.	Protection from Liability.....	28
34.	Confidentiality and Disclosure of Information	29
35.	Computation of Time	30
36.	Representation and Party Status.....	30
37.	Interpretation	30
38.	General.....	30
39.	Review and Amendment of Law	31

**Snowoyelh te Emi:melh te Sts'ailes
(Child and Family Services Law)**

Sts'ailes Inheritance

Lets'emo:t Sts'ailes ikwe'lo. Xwem xwem sqwalewel snowoyelh lam te mekw wates xaxa temexw te'i.

We are all one mind, one spirit as Sts'ailes. We value being strong and balanced; our laws and teachings are for everything and everyone; everything is sacred to us.

Sts'ailes people have lived in the Harrison Watershed since time-immemorial and have thrived because of the ancient laws and practices that govern interactions with one another, land, waters, plants, and animals. Snowoyelh (oral teachings) have been passed down generation after generation for millennia, ensuring respect and sustainable interactions in Sts'ailes *Xa Xa Temexw* (sacred lands). Our strong teachings and care for our lands allowed us to prosper for thousands of years, as an independent and respected Coast-Salish tribal group. Today, after over a century of historic disruption, Sts'ailes continues to possess an unbroken inherent right and responsibility to care for our children, families, ancestors, and those who are yet to come according to our Snowoyelh. Of all the sacred things that we look after, our children are the most precious.

Sts'ailes children have an inherent right to know who they are and where they come from. They deserve to be safe and healthy and have a strong connection to their family, lands, culture, traditions, and language. *Snowoyelh te Emi:melh te Sts'ailes* ensures the safety and well-being of Sts'ailes children and families while nurturing their strong cultural pride and identity so they grow strong in the knowledge of who they are, where they come from, and what they belong to.

Preamble

- A. Sts'ailes has an inherent right to self-government which emanates from *Xwelmexw te Sts'ailes* (the Sts'ailes people), Sts'ailes culture, and Sts'ailes *Xa Xa Temexw* (sacred lands), and which is recognized and affirmed by Section 35 of the *Constitution Act, 1982*;
- B. Sts'ailes' inherent jurisdiction, including its legislative authority, in relation to the provision of Child and Family Services is affirmed by:
 - (a) Snowoyelh;
 - (b) Síyam Síyelyólexwa and Chief and Council;
 - (c) Section 35 of the *Constitution Act, 1982*;
 - (d) *An Act respecting First Nations, Inuit and Métis children, youth and families*, S.C. 2019, c. 24; and
 - (e) the *United Nations Declaration on the Rights of Indigenous Peoples*; *Declaration on the Rights of Indigenous Peoples Act*, S.B.C. 2019, c. 44; and *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c. 14.
- C. Chief and Council's mandate is that Children are Sts'ailes' most precious resource;

- D. Children are entitled to be: (i) healthy, happy, and ensured protection from abuse, harm and neglect; and (ii) informed of their rights and involved in decisions affecting those rights and their lives;
- E. Children as they transition to Adults require culturally appropriate supports to ensure their well-being and healthy development and to ensure that each Adult has the opportunity to live a healthy, happy, and fulfilling life.
- F. Decisions concerning Children and Adults should be informed by Síyam Síyelyólexwa and Snowoyelh;
- G. Each community connected to a Child or Adult has a role in supporting and promoting their best interests and the well-being of their Families;
- H. It is desirable to provide in law for the timely resolution of matters concerning Children and Adults;
- I. Chief and Council approved amendments to this Law in accordance with Section 39, at a duly convened meeting held on March 24, 2023, and those amendments are fully integrated into this Law;
- J. Chief and Council approved amendments to this Law in accordance with Section 39, at a duly convened meeting held on October 20, 2023, and those amendments are fully integrated into this Law;

NOW THEREFORE *Snowoyelh te Emi:melh te Sts'ailes* is hereby enacted, at a duly convened meeting, as a law of Sts'ailes.

PART 1 – TITLE, PURPOSE, DEFINITIONS, AND LEGAL PRINCIPLES

1. TITLE

1.1 This Law shall be cited as *Snowoyelh te Emi:melh te Sts'ailes*.

2. PURPOSE

2.1 The purpose of this Law is to:

- (a) recognize Sts'ailes' responsibilities to its Children, Adults, and Families, which arise from Sts'ailes' inherent right to self-determination (including the right of self-government) as an Indigenous governing body with its own distinct legal order;
- (b) affirm Sts'ailes' rights to exercise its jurisdiction in relation to the provision of Child and Family Services, through legislation;
- (c) provide for the protection and well-being of Children and their Families;
- (d) provide for services and supports to promote the well-being of Adults and their Families;

- (e) acknowledge the Sts'ailes institutions and articulate the duties and decision-making authority and processes of such institutions and their delegated authorities with respect to Child and Family Services;
- (f) acknowledge the Snowoyelh Department as the recognized Sts'ailes Child and Family Services provider and articulate the duties and decision-making authority and processes of the Snowoyelh Department and its delegated authorities;
- (g) provide for the execution of Coordination Agreements and agreements with other Child and Family Services Providers or governments, as further specified in Section 7.1; and
- (h) recognize and authorize any shared responsibilities between Sts'ailes and other Child and Family Services Providers relating to the delivery or coordination of Child and Family Services.

3. DEFINITIONS

3.1 In this Law:

- (a) **“Active Involvement”** means involvement by a Ministry Director with a Child or Adult under the Provincial Act prior to April 1, 2023, which would require the Ministry Director to take steps under the Provincial Act to end their involvement with the individual to avoid conflicts with this Law;
- (b) **“Adult”** means an individual who is:
 - (i) at least 19 years of age and less than 27 years of age;
 - (ii) in need of additional supports relating to Child and Family Services because of their lived experience as a Child and their history receiving Child and Family Services from the Snowoyelh Department or another Child and Family Services Provider; and
 - (iii) considered by the Snowoyelh Síyam Síyelyólexwa to have a connection to Sts'ailes, as further provided in Section 9.1(f), which may include an individual who:
 - A. is a Sts'ailes Member;
 - B. has a biological parent who is a Sts'ailes Member;
 - C. resides within the Sts'ailes Community;
 - D. has a biological parent who resides within the Sts'ailes Community pursuant to the approval of Chief and Council, regardless of whether the biological parent is a Sts'ailes Member; or
 - E. is adopted by a Sts'ailes Member or a person who resides within the Sts'ailes Community pursuant to the approval of Chief and Council, regardless of whether the person is a Sts'ailes Member.

- (c) **“Caregiver”** means a person, other than a Child’s Parent, with whom a Child is placed by the Snowoyelh Department and who, by agreement with the Snowoyelh Department, has assumed primary responsibility for the Child’s day-to-day care;
- (d) **“Care and Guidance Supervision Order”** has the meaning ascribed to it in Section 27;
- (e) **“Chief and Council”** means the Chief and Council of Sts’ailes;
- (f) **“Child”** means an individual who is under the age of 19 and is considered by the Snowoyelh Síyam Síyelyólexwa to have a connection to Sts’ailes, as further provided in Section 9.1(f), which may include an individual who:
 - (i) is a Sts’ailes Member;
 - (ii) has a biological parent who is a Sts’ailes Member;
 - (iii) resides within the Sts’ailes Community;
 - (iv) has a biological parent who resides within the Sts’ailes Community pursuant to the approval of Chief and Council, regardless of whether the biological parent is a Sts’ailes Member; or
 - (v) is adopted by a Sts’ailes Member or a person who resides within the Sts’ailes Community pursuant to the approval of Chief and Council, regardless of whether the person is a Sts’ailes Member;
- (g) **“Child and Family Services”** means culturally appropriate support services identified under this Law for Children, Adults, Families, and any other individuals to whom this Law applies pursuant to Section 6, including prevention, intervention, and protection services;
- (h) **“Child and Family Services Provider”** means any child and family services provider other than the Snowoyelh Department, or any other Sts’ailes child and family services provider authorized by Sts’ailes under this Law, which may include:
 - (i) the Ministry and other similar ministries in any other jurisdiction;
 - (ii) a Ministry Director or their designate, and any similar administrative authority in any other jurisdiction; or
 - (iii) officials or agencies operating pursuant to the inherent jurisdiction of an Indigenous people to legislate and deliver child and family services;
- (i) **“Coordination Agreement”** means a Coordination Agreement, as defined in *An Act respecting First Nations, Inuit and Métis children, youth and families*, S.C. 2019, c. 24;
- (j) **“Councillor”** means a duly elected councillor of Sts’ailes;
- (k) **“Council Resolution”** means a formal, written motion passed by a quorum of Chief and Council at a duly convened meeting of Chief and Council;

- (l) **“Cultural Safety and Support Plan”** means a safety and support plan for a Child or Adult to ensure the Child or Adult is connected to Sts'ailes, which may include:
 - (i) strengthening Family connections to ensure the Child or Adult knows who they are, where they come from, and what they belong to;
 - (ii) supporting a Child or Adult's participation in Sts'ailes cultural-specific activities, including Sts'ailes customs and cultural activities; and
 - (iii) ensuring a Child or Adult's access to Sts'ailes oral history (including story telling), language, songs, and dances, and involvement in ceremonial activities, arts, crafts, sports events, and activities;
- (m) **“Day”** means one 24-hour calendar day ending at midnight;
- (n) **“Family”** means a person or persons determined by the Snowoyelh Síyam Síyelyólexwa to be connected to Sts'ailes and a Child or Adult, as further provided in Section 9.1(f);
- (o) **“Family Planning Meetings”** means meetings facilitated by one or more Snowoyelh Department Workers to assess Child or Adult safety concerns or support needs, which may include the involvement of the Child or Adult, the Snowoyelh Síyam Síyelyólexwa, or the Child or Adult's Family, Parents, or Caregiver, as determined to be appropriate by the Snowoyelh Department;
- (p) **“Formal Supports”** means resources that obtain their funding either through public (provincial or federal government) or private sources for specific purposes;
- (q) **“High-Risk Substance Use”** means any use by an individual of substances with a high risk of adverse outcomes, including, for example, injury, negative involvement in the criminal justice system, school dropout, and loss of life. This includes misuse of prescription drugs, use of illicit drugs (i.e., cocaine, heroin, methamphetamines, inhalants, hallucinogens, or ecstasy), and use of injection drugs which have a high risk of infection of blood-borne diseases such as HIV and hepatitis;
- (r) **“Legal Principles”** has the meaning ascribed to it in Section 4.1;
- (s) **“Lets'emot”** (one mind, one heart, one spirit) means collaboratively and collectively working together;
- (t) **“Matriarch”** means the acknowledged maternal head of a Family;
- (u) **“Mental Health Adverse Conditions”**, also called mental health disorders, refers to a wide range of mental health conditions, including disorders that affect an individual's mood, thinking, or behavior. Examples of mental illnesses or disorders which cause Mental Health Adverse Conditions include depression, anxiety disorders, schizophrenia, eating disorders, addictive behaviors, childhood trauma, and intergenerational trauma;
- (v) **“Ministry”** means the Provincial ministry that is responsible for the Provincial Act;

- (w) **“Ministry Director”** means a director or delegated aboriginal agency delegated under the Provincial Act;
- (x) **“Parent”** means:
 - (i) the biological mother of a Child or Adult;
 - (ii) the biological father of a Child or Adult;
 - (iii) a person to whom custody or guardianship of a Child or Adult has been granted by a court of competent jurisdiction or by an agreement;
 - (iv) a person with whom a Child or Adult resides and who stands in place of the Child or Adult’s biological mother or father as determined by Snowoyelh Síyam Síyelyólexwa; or
 - (v) a person who has adopted a Child in accordance with the cultural adoption practices of Sts’ailes and Section 23.1 of this Law;
- (y) **“Patriarch”** means the acknowledged paternal head of a Family;
- (z) **“Personnel Policy and Procedures Manual”** means the Sts’ailes Personnel Policy and Procedures Manual developed by Sts’ailes to define the employment policies, rules, and procedures that establish a standard for appropriate conduct of Chief and Council, committee members, and employees and contractors employed across Sts’ailes organizations;
- (aa) **“Provincial Act”** means the *Child, Family and Community Service Act*, R.S.B.C 1996, c. 46 or any successor legislation;
- (bb) **“Seven Laws of Life”** include health, happiness, generations, generosity, humility, understanding, and forgiveness, as further provided in Section 4.1(d);
- (cc) **“Si:wes”** means Sts’ailes historical knowledge teachings, beliefs, and practices according to Snowoyelh;
- (dd) **“Síyam Síyelyólexwa”** means the respected Matriarchs and Patriarchs within Sts’ailes. Síyam Síyelyólexwa are Sts’ailes’ respected elders and knowledge keepers of Si:wes and Sts’ailes family systems and community. To be a Síyam Síyelyólexwa an individual needs to demonstrate a clean and healthy lifestyle and be in good standing as a Síyam Síyelyólexwa, as determined by Chief and Council;
- (ee) **“Snowoyelh”** means the natural law the creator provided for us – the law of everything, including the law of life and the law of the land. Snowoyelh is meant for all people to live in harmony and is the very foundation and mainstream of our knowledge, culture, and family and community values;
- (ff) **“Snowoyelh Care Agreement”** means a care agreement entered into by the Parents of a Child and the Snowoyelh Department, whereby the Child and their Parents and Family are provided with voluntary support services that build on their strengths, promote resiliency, and support and assist the Parents and Family to care safely for the Child;

- (gg) **“Snowoyelh Department”** means the Sts'ailes department delegated by Chief and Council to administer Child and Family Services;
- (hh) **“Snowoyelh Department Executive Director”** means the individual who is responsible for the Snowoyelh Department and has the responsibilities provided in Section 12.1;
- (ii) **“Snowoyelh Department Responsibilities”** has the meaning ascribed to it in Section 11.1;
- (jj) **“Snowoyelh Department Worker”** means a person employed by the Snowoyelh Department for wages or salary, including, for certainty, Te Emi:melh/Advocate Workers, Te Lalem Workers, the Snowoyelh Department Executive Director, and any contracted workers of the Snowoyelh Department;
- (kk) **“Snowoyelh Portfolio Holder”** has the meaning ascribed to it in Section 10.2;
- (ll) **“Snowoyelh Síyam Síyelyólexwa”** means the committee appointed by Council Resolution pursuant to Part 3;
- (mm) **“Snowoyelh Support Services Agreement”** means a formal agreement entered into by the Parents of a Child and the Snowoyelh Department if it has been determined by the Snowoyelh Department that the Child is in need of intervention or protection and the Parents are unable to ensure the safety of the Child if the Child continues to reside with them;
- (nn) **“Snowoyelh te Emi:melh”** means an obligation and a duty that we, as Sts'ailes people, have to our Children, Adults, Families, ancestors, and those yet to come, because that is the natural law;
- (oo) **“Special Needs”** means the special needs of a Child or Adult which require specialized care and support as a result of a documented significant impairment which may be associated with an ongoing physical, cognitive, communicative, or emotional/behavioral condition;
- (pp) **“Sts'ailes”** (literal translation: the Beating Heart) is who we are (formerly known as the Chehalis Indian Band);
- (qq) **“Sts'ailes Community”** means any Sts'ailes reserve lands, including Chehalis No. 5;
- (rr) **“Sts'ailes Financial Administration Law”** means the *Sts'ailes Financial Administration Law, 2017*, as may be amended from time to time;
- (ss) **“Sts'ailes Governance Model”** means the governance model of Sts'ailes as defined by Chief and Council and carried out in accordance with Sts'ailes' Custom Election Code or any Constitution of Sts'ailes;
- (tt) **“Sts'ailes Member”** means any person who, under the *Indian Act, R.S.C., 1985, c. I-5*, is a member of Sts'ailes including any person of Sts'ailes ancestry who is a member of Sts'ailes pursuant to a membership code which may be adopted under

the *Indian Act* or under any other applicable federal legislation or citizenship law as established or understood by Sts'ailes;

- (uu) **“Sts'ailes Official”** means a person appointed by Council Resolution to carry out this Law or any other Sts'ailes Law;
- (vv) **“Sts'ailes Residential Facility”** means a Sts'ailes facility that provides residential care to a Child, Adult, or Family through agreement with the Snowoyelh Department;
- (ww) **“Te Emi:melh”** means our children, all our children, seven generations before and seven generations after;
- (xx) **“Te Emi:melh/Advocate Program”** means the program situated within the Snowoyelh Department, which is responsible for the services set out in Section 13.1;
- (yy) **“Te Emi:melh/Advocate Program Worker”** means a Snowoyelh Department Worker employed to assist with carrying out the services provided by the Te Emi:melh/Advocate Program;
- (zz) **“Te Lalem Program”** means the program situated within the Snowoyelh Department, which derives its name from Snowoyelh te Lalem (The House, meaning the heart of a close-knit family) and is responsible for the services set out in Section 13.2;
- (aaa) **“Te Lalem Program Worker”** means a Snowoyelh Department Worker employed to assist with carrying out the services provided by the Te Lalem Program;
- (bbb) **“Traditional Community Supports”** means resources or “helpers” within the Sts'ailes community that are not typically funded by government and that are part of or result from available resources and capacities within the Sts'ailes community; and
- (ccc) **“Youth”** means a Child who is 13 years of age or over but is under 19 years of age.

4. LEGAL PRINCIPLES

4.1 This Law shall be administered and interpreted in accordance with the legal principles articulated in this Section 4.1 (the **“Legal Principles”**), including Sts'ailes *Xa Xa Temexw*, Snowoyelh, Lets'emot, the Sts'ailes Seven Laws of Life, Sts'ailes cultural values, the best interests of the child, and the community and cultural connection of the child:

- (a) **Sts'ailes Xa Xa Temexw.** Sts'ailes *Xa Xa Temexw* (sacred lands) is the source of Snowoyelh, including *Snowoyelh te Emi:melh te Sts'ailes*.
- (b) **Snowoyelh.** Snowoyelh is the natural law provided by the Creator; it is the law of everything and guides us in our duty to ensure safety and well-being of our Children, Adults, Families, ancestors and those yet to come. The well-being of our people includes all aspects of the circle of life: physical, mental, emotional and spiritual. Snowoyelh is meant for all people to live in harmony and is the very

foundation and mainstream of our knowledge, culture, and family and community values. Work and personal lives are not separate in our community as all Sts'ailes departments base their policies, procedures, and practices upon Snowoyelh.

- (c) **Lets'emot (one mind, one heart, one spirit).** Lets'emot means collaboratively and collectively working together.
- (d) **Sts'ailes Seven Laws of Life.** Principles for a healthy, happy, and fulfilling life:
 - (i) **Áylexw (Health)** – to be healthy in mind and body, emotionally and spiritually, and to be free from aches and pains;
 - (ii) **Xwoyiwél (Happiness)** – Family being together in a good way, to share wisdom, knowledge, and gifts of life to all and to feel happy about giving – sharing the true value of a cultural spiritual way of life;
 - (iii) **Tem Ts'elhxwelmexw (Generations)** – newborns to Síyelyólexwa, sharing of cultural history of how the old people shared the gifts of life to all generations and giving the cultural strength to the four aspects of our being: mental, physical, emotional, and spiritual;
 - (iv) **Lexw'éy (Generosity)** – giving freely of yourself to help another person without any strings attached;
 - (v) **Áxwest (Humility)** – walking in a humble way and caring and sharing for people in need;
 - (vi) **Kwát (Forgiveness)** – to forgive, you must have a willingness to forgive yourself from anything you have said or done wrong, and then you are able to forgive others who have done wrong onto you and others; and
 - (vii) **Q'e'i:les (Understanding)** – you must understand the gifts of life in order to teach others to help themselves in a cultural spiritual way.
- (e) **Cultural Values.** Family is a fundamental unit in Sts'ailes society and its well-being should be supported. The role of the Family Síyam Síyelyólexwa is central to the well-being and resiliency of our Family lines. Children and Adults deserve to be healthy and happy and are entitled to strong Families and protection from abuse, harm, and neglect.
- (f) **Best Interests of the Child.** The best interests of a child must be a primary consideration in decision making or taking action regarding Children, Adults, and Families. Consideration of the best interests of a child will recognize that differing cultural values and practices must be respected and that best interests are promoted when a Child resides with a member of the Child's Family or when an Adult resides within the community to which they belong.
- (g) **Community and Cultural Connection:**
 - (i) Sts'ailes acknowledges that Indigenous cultural values and practices must be respected in determinations around Child and Adult well-being and safety and that each Indigenous community with significant connections to

a Child or Adult has a role in supporting and promoting the best interests of the Child or Adult and the well-being of their Families.

- (ii) Cultural safety and continuity are essential to the well-being of Children, Adults, Families, and Sts'ailes people. Knowledge transference of the languages, cultures, practices, customs, healing practices, traditions, ceremonies, and knowledge of Sts'ailes is integral to cultural continuity.

PART 2 – AFFIRMATION, APPLICATION, COMING INTO FORCE, AND AGREEMENTS

5. AFFIRMATION

- 5.1 The inherent right to self-determination is exercised by Sts'ailes and recognized by the United Nations Declaration on the Rights of Indigenous Peoples and Section 35 of the *Constitution Act, 1982*, and includes the jurisdiction related to Child and Family Services as well as legislative authority for these services and authority to administer and enforce this Law.

6. APPLICATION AND COMING INTO FORCE (PHASED APPROACH)

- 6.1 Unless otherwise provided in this Section 6, the provisions of this Law shall come into force, in whole or in part, on a date, or dates, to be fixed by Chief and Council at a duly convened meeting.
- 6.2 On April 1, 2023, this Law shall come into force within the Sts'ailes Community and will apply to:
 - (a) any Child or Adult who is residing within the Sts'ailes Community and does not have Active Involvement with a Ministry Director;
 - (b) any Child or Adult who is residing within the Sts'ailes Community and has Active Involvement with a Ministry Director, provided that the Ministry Director and the Snowoyelh Department have agreed in writing to, and carried out, a transition plan for that individual, which shall, at a minimum, set the date upon which the Snowoyelh Department will be responsible for the Child or Adult, as the case may be, and the delivery of Child and Family Services to that individual and their Family; and
 - (c) the Family of a Child or Adult referred to in Sections 6.2(a) and 6.2(b).
- 6.3 For the purposes of Section 6.2(b), a Child or Adult is deemed to be residing within the Sts'ailes Community if the Child or Adult was residing within the Sts'ailes Community on the day they first had Active involvement with a Ministry Director, even if such Active Involvement resulted in the relocation of the Child or Adult outside of the Sts'ailes Community.
- 6.4 As of April 1, 2023, this Law shall apply to non-Sts'ailes children, adults, and families where Sts'ailes and another Child and Family Services Provider have agreed in writing, pursuant to Section 7.1, that the Snowoyelh Department will provide agreed-upon Child and Family Services to certain non-Sts'ailes children, adults, and families.

6.5 This Law shall come into force outside of the Sts'ailes Community within one or more geographical boundaries set by Chief and Council on a date, or dates, to be set by Chief and Council, and shall apply to Children, Adults, and Families residing within a geographical boundary where this Law is brought into force.

7. AGREEMENTS RELATING TO THE COORDINATION OF CHILD AND FAMILY SERVICES

7.1 Chief and Council, acting in accordance with the Legal Principles and with the input of the Snowoyelh Department, may enter into:

- (a) a Coordination Agreement for the funding and coordination of Child and Family Services in British Columbia or another jurisdiction in Canada;
- (b) a written agreement with a Child and Family Services Provider relating to the funding, coordination, or delivery of Child and Family Services, including a community agreement under Section 92.1(2) of the Provincial Act; or
- (c) a written agreement with a state or Indigenous government or tribal authority outside of Canada relating to Child and Family Services.

7.2 Without limiting the scope of any agreement which may be entered into pursuant to Section 7.1, under an agreement entered into pursuant to Section 7.1:

- (a) the parties to the agreement may agree to coordinate, plan, and deliver Child and Family Services, using a flexible, case-by-case approach which considers each Child, Adult, and Family's unique circumstances;
- (b) the parties to the agreement may agree, in unique situations, that a Child and Family Services Provider should be responsible for providing Child and Family Services to a Child or Adult, and their Family, under the child and family services laws of that Child and Family Services Provider; and
- (c) the Snowoyelh Department or the Snowoyelh Department Executive Director may be required to:
 - (i) provide agreed-upon Child and Family Services to certain non-Sts'ailes children and families in accordance with this Law; or
 - (ii) enter into written agreements with a Child and Family Services Provider, or its designates or representatives, with respect to care plans, family plans, or any other similar plans for Children and Adults, which identify the service provider responsible for providing Child and Family Services to the Child or Adult, and their Family.

- 7.3 The Snowoyelh Department and the Snowoyelh Department Executive Director may delegate their powers, duties, or functions relating to the delivery of Child and Family Services under this Law to a Child and Family Services Provider, or its designates or representatives, for the purpose of authorizing the Child and Family Services Provider to provide Child and Family Services to a Child, Adult, or Family under their respective child and family services laws.

PART 3 – SNOWOYELH SÍYAM SÍYELYÓLEXWA

8. SNOWOYELH SÍYAM SÍYELYÓLEXWA APPOINTMENT

- 8.1 Chief and Council will be responsible for appointing the Snowoyelh Síyam Síyelyólexwa. Chief and Council, by Council Resolution, will:
- (a) appoint Snowoyelh Síyam Síyelyólexwa members;
 - (b) authorize the Snowoyelh Síyam Síyelyólexwa to carry out its responsibilities set out in Section 9.1;
 - (c) determine the terms of appointment for the Snowoyelh Síyam Síyelyólexwa members; and
 - (d) appoint a Síyam Síyelyólexwa to be the Chair of the Snowoyelh Síyam Síyelyólexwa and a Síyam Síyelyólexwa to be Co-Chair to perform the functions of the Chair if the Chair is unavailable or unable to perform them, with the duties and authority delegated by Chief and Council.
- 8.2 Chief and Council, by Council Resolution, may:
- (a) determine the remuneration and other expenses payable to each individual appointed to the Snowoyelh Síyam Síyelyólexwa; and
 - (b) terminate a Snowoyelh Síyam Síyelyólexwa member appointment.
- 8.3 Each individual appointed to the Snowoyelh Síyam Síyelyólexwa must be a Síyam Síyelyólexwa.

9. SNOWOYELH SÍYAM SÍYELYÓLEXWA RESPONSIBILITIES

- 9.1 The Snowoyelh Síyam Síyelyólexwa will:
- (a) conduct itself in accordance with the Sts'ailes Governance Model;
 - (b) conduct itself in accordance with the Snowoyelh Síyam Síyelyólexwa Terms of Reference, as approved by Chief and Council, which will establish a structure for participation and decision-making, a code of conduct, and confidentiality and disclosure obligations for the Snowoyelh Síyam Síyelyólexwa;
 - (c) be obliged to objectively review facts and provide recommendations to the Snowoyelh Department Executive Director for:

- (i) Child, Adult, and Family planning;
 - (ii) Snowoyelh Department Workers professional development;
 - (iii) Snowoyelh Department cultural practices; and
 - (iv) any other matter relating to the administration of this Law;
- (d) provide recommendations to the Snowoyelh Department Executive Director, based on Snowoyelh, for official review and planning by the Snowoyelh Department Executive Director and Chief and Council;
- (e) act in an advisory capacity to the Snowoyelh Department for any Sts'ailes cultural training curriculum and program development and delivery;
- (f) determine whether Children, Adults, and Families are connected to Sts'ailes and the connection that exists between a Child or Adult and their Family, according to Snowoyelh, which may include a connection through bloodline, maintained connections, traditional claiming, Indigenous adoption, adoption, the clan system, ancestral names, cultural practices, or significant emotional connections;
- (g) attend, and provide recommendations at, Family Planning Meetings when required by the Snowoyelh Department;
- (h) act in an advisory capacity to the directors, program managers, and officers of the Snowoyelh Department, including the Te Emi:melh/Advocate Program and the Te Lalem Program;
- (i) act in accordance with and ensure the Snowoyelh Department acts in accordance with Snowoyelh, this Law, other Sts'ailes Laws, the Personnel Policy and Procedures Manual, the Sts'ailes Financial Administration Law, and any Council Resolutions; and
- (j) review appeals relating to appeal decisions of the Snowoyelh Department Executive Director, in accordance with Part 6.
- 9.2 The Snowoyelh Síyam Síyelyólexwa may make recommendations to Chief and Council about Snowoyelh Department policies and practices.

PART 4 –SNOWOYELH DEPARTMENT STRUCTURE AND RESPONSIBILITIES

10. GENERAL

- 10.1 The Snowoyelh Department is authorized and delegated by Chief and Council to administer Child and Family Services in accordance with this Law.
- 10.2 A Councillor may be appointed by Chief and Council to hold the Snowoyelh Department portfolio (the “**Snowoyelh Portfolio Holder**”) to politically represent the Snowoyelh Department and to offer recommendations to the Snowoyelh Department Executive Director. The Snowoyelh Portfolio Holder may be supported by committee members appointed by the Snowoyelh Porfolio Holder pursuant to Sts'ailes' Custom Election Code.

- 10.3 The Snowoyelh Department will administer the following Child and Family Services programs:
- (a) Te Emi:melh/Advocate Program;
 - (b) Te Lalem Program; and
 - (c) any other Child and Family Services program approved by Chief and Council by Council Resolution.

11. SNOWOYELH DEPARTMENT RESPONSIBILITIES

- 11.1 Acting in accordance with the Legal Principles, the Snowoyelh Department, through its Snowoyelh Department Workers, will:
- (a) plan and provide Child and Family Services for Children, Adults, and Families;
 - (b) facilitate and engage in Family Planning Meetings and develop Cultural Safety and Support Plans for Children and Adults through Family Planning Meetings;
 - (c) investigate any allegations or evidence that a Child is in need of intervention or protection and determine whether a Child is in need of intervention or protection, in accordance with Sections 19 and 20;
 - (d) determine whether a Child needs emergency care in accordance with Section 21;
 - (e) determine whether a Child needs to be apprehended, and carry out the steps to apprehend a Child, if required, pursuant to Section 22;
 - (f) facilitate and support any adoption carried out pursuant to Section 23;
 - (g) consider whether a Child needs to be placed in care and carry out the steps to place a Child in care, if required, pursuant to Section 24;
 - (h) receive and consider recommendations from the Snowoyelh Síyam Síyelyólexwa, and implement such recommendations if the Snowoyelh Department agrees with the recommendations;
 - (i) administer and deal with Snowoyelh Care Agreements, Snowoyelh Support Services Agreements, and agreements with Youths and Adults;
 - (j) liaise with other Indigenous governments, groups, or agencies and with non-Indigenous governments, groups, agencies, or programs to improve Snowoyelh Department services for Children, Adults, and Families;
 - (k) work with other Sts'ailes departments to develop shared (Lets'emot) resources and services that uphold the Legal Principles and incorporate both Traditional Community Supports and Formal Supports to ensure culturally appropriate, adequate, and accessible services are available and provided to Children, Adults, and Families, inclusive of support services for those with Special Needs, Mental Health Adverse Conditions, or High-Risk Substance Use;

- (l) if Sts'ailes has entered into a written agreement with another Child and Family Services Provider under Section 7.1:
 - (i) plan and provide Child and Family Services for non-Sts'ailes children, adults, and families in accordance with the written agreement and in the same manner in which the Snowoyelh Department would provide those Child and Family Services to Children, Adults, and Families under this Law; and
 - (ii) actively participate in planning relating to Children, Adults, and Families, and the development and implementation of individual and family plans, as referred to in Section 7.2(c)(i), in accordance with the written agreement;
- (m) work collaboratively with Ministry Directors to transition Children and Adults who have Active Involvement with a Ministry Director, by entering into a written agreement and carrying out a transition plan for each individual and their Family, which plan, at a minimum, shall state the date upon which the Snowoyelh Department will be responsible for providing Child and Family Services to the individual and their Family; and
- (n) support family finding and re-connection efforts to connect, and re-connect, Children and Adults living outside of the Sts'ailes Community with Sts'ailes, with the goal of ensuring that all Children and Adults have a strong cultural pride and identity so they grow strong in the knowledge of who they are, where they come from, and what they belong to.

(collectively, the “**Snowoyelh Department Responsibilities**”)

12. SNOWOYELH DEPARTMENT EXECUTIVE DIRECTOR

- 12.1 The Snowoyelh Department will operate under the administration of the Snowoyelh Department Executive Director who shall be appointed by the Sts'ailes Chief Executive Officer pursuant to the hiring processes set out in the Personnel Policy and Procedures Manual. The Snowoyelh Department Executive Director will:
- (a) be directly accountable to the Sts'ailes Chief Executive Officer;
 - (b) be responsible for Snowoyelh Department service delivery performance and setting standards of practice within the Snowoyelh Department;
 - (c) be responsible for reporting Snowoyelh Department service delivery performance to Chief and Council and the Snowoyelh Portfolio Holder and any committee members appointed and tasked by the Snowoyelh Portfolio Holder;
 - (d) be responsible for receiving advice from Chief and Council, the Snowoyelh Portfolio Holder, and the Snowoyelh Portfolio Holder's committee;
 - (e) ensure Snowoyelh Department policies, practices, and procedures comply with this Law (including, for emphasis, the Legal Principles), the Personnel Policy and Procedures Manual, and the Sts'ailes Financial Administration Law;

- (f) if requested by Chief and Council, ensure that Chief and Council receives notice of a decision relating to a Child or Adult pursuant to Section 18.3;
 - (g) be the primary spokesperson for Snowoyelh Department and responsible for developing and implementing regular communications with Chief and Council, the Sts'ailes Chief Executive Officer, and any Snowoyelh Department funders or other relevant agencies or stakeholders, if applicable;
 - (h) supervise and monitor performance of the Snowoyelh Department directors ensuring culturally based services of high quality; and
 - (i) work collaboratively with Snowoyelh Department directors to develop and implement strategic plans informed by the mandates set out in a Sts'ailes Í:westeleq, to achieve the Snowoyelh Department Responsibilities.
- 12.2 The Snowoyelh Department Executive Director is authorized under this Law to execute and:
- (a) issue Care and Guidance Supervision Orders;
 - (b) enter into Snowoyelh Care Agreements, Snowoyelh Support Services Agreements, and agreements with Youths, Adults, and Caregivers;
 - (c) enter into written agreements with a Ministry Director in relation to the transition of a Child or Adult who has Active Involvement with a Ministry Director;
 - (d) enter into written agreements with a Child and Family Services Provider as set out in Section 7.2(c)(ii); and
 - (e) enter into agreements with the private sector relating to Child and Family Services; on behalf of the Snowoyelh Department.
- 12.3 The Snowoyelh Department Executive Director is authorized to receive any authority delegated to an official by another government or child-welfare authority relating to a Child who is in the custody or under the guardianship of that government or authority.
- 12.4 The Snowoyelh Department Executive Director may delegate any power, duty, or function of the Snowoyelh Department Executive Director under this Law to any of the following: (a) a Snowoyelh Department Worker; (b) any person engaged in the administration of this Law; (c) a person who is providing care to a Child or Adult in accordance with this Law; or (d) another Child and Family Services Provider or its designates or representatives.
- 13. SNOWOYELH DEPARTMENT PROGRAMS**
- 13.1 The Te Emi:melh/Advocate Program will develop and deliver advocacy support and a range of voluntary and involuntary services for Children, Adults, and Families. Services provided under the Te Emi:melh/Advocate Program will emphasize prevention and include intervention, protection, and support services.
- 13.2 The Te Lalem Program will develop and operate a continuum of specialized resource homes, for the benefit of Children, Adults, and Families, which may provide:

- (a) residential care, programs, and services out of Sts'ailes Residential Facilities; or
- (b) non-residential programs and services.

13.3 The Te Emi:melh/Advocate Program and the Te Lalem Program will be delivered in accordance with the Legal Principles and for the purposes of meeting the Snowoyelh Department Responsibilities.

14. STS'AILES RESIDENTIAL FACILITY

14.1 Sts'ailes Residential Facilities for Children, Adults, and Families will comply with Sts'ailes maintenance, security, privacy, and health department standards.

15. SNOWOYELH DEPARTMENT FUNDING AND USE OF FUNDING

15.1 Sts'ailes may receive funding directly from the federal or provincial governments, Indigenous governments, and other Child and Family Services Providers to assist Sts'ailes in providing Child and Family Services under this Law.

15.2 Chief and Council may, by Council Resolution, transfer money to the Snowoyelh Department for the purposes of carrying out the Snowoyelh Department Responsibilities.

15.3 Snowoyelh Department will not borrow money except in accordance with the Sts'ailes Financial Administration Law.

15.4 Snowoyelh Department will not loan any funds or guarantee any loans.

16. SNOWOYELH DEPARTMENT WORKERS

16.1 The Snowoyelh Department will employ Snowoyelh Department Workers, including Te Emi:melh/Advocate Program Workers and Te Lalem Program Workers, to support the Snowoyelh Department in meeting the Snowoyelh Department Responsibilities.

16.2 The Snowoyelh Department Executive Director will be supported by senior-level Snowoyelh Department Workers, including directors, managers, and officers.

16.3 Snowoyelh Department Workers will be hired and act in accordance with this Law, the Personnel Policy and Procedures Manual, and any Snowoyelh Department policies and practices that may be developed from time to time.

17. SNOWOYELH DEPARTMENT INDEMNIFICATION

17.1 Subject to any Sts'ailes Laws, the Snowoyelh Department will, acting in compliance with the Sts'ailes Financial Administration Law, indemnify any Snowoyelh Department Worker against costs, charges, and expenses reasonably incurred by any such Snowoyelh Department Worker with respect to a civil, criminal, or administrative action or legal proceeding to which the Snowoyelh Department Worker is made a party by reason of holding their position with the Snowoyelh Department, provided that:

- (a) the Snowoyelh Department Worker acted honestly, in good faith, and according to the Personnel Policy and Procedures Manual and any other relevant Snowoyelh Department policies and practices; and

- (b) the civil, criminal, or administrative action or legal proceeding to which the Snowoyelh Department Worker has been made a party did not arise out of or result from the Snowoyelh Department Worker's negligence or wilful misconduct.

18. NOTICE OF DECISIONS

18.1 Where the Snowoyelh Department makes a decision affecting a Child, the Snowoyelh Department must provide notice of the decision to:

- (a) the Parents or Caregiver, if applicable, of the Child; and
- (b) the Snowoyelh Síyam Síyelyólexwa.

18.2 Where the Snowoyelh Department makes a decision affecting an Adult, the Snowoyelh Department may provide notice of the decision to:

- (a) the Parents or Caregiver, if applicable, of the Adult; and
- (b) the Snowoyelh Síyam Síyelyólexwa.

18.3 At the request of Chief and Council, the Snowoyelh Department Executive Director will provide the same notice provided under Section 18.1 and Section 18.2 to Chief and Council, provided that the Snowoyelh Department Executive Director must ensure that such notice does not contain personal information about the Child or Adult, or their Parents, Caregiver, or Family, other than information that is necessary to explain the decision.

PART 5 – CHILD AND FAMILY SERVICES

19. A CHILD IN NEED OF INTERVENTION OR PROTECTION

19.1 A Child is in need of intervention or protection if there are reasonable grounds to believe that the safety, well-being, or healthy development of the Child is endangered by serious circumstances, which may include circumstances where a Child:

- (a) has been determined by their Family Síyam Síyelyólexwa to require intervention or protection;
- (b) is in life-threatening circumstances, including illness, a serious accident, or abduction;
- (c) has suffered a serious injury;
- (d) is lost, abandoned, missing, absent from home, or has runaway in circumstances that would place them at risk of death or serious injury;
- (e) is at substantial risk of or has experienced physical harm, neglect, emotional harm, sexual abuse, or sexual exploitation while being cared for by a Parent or Caregiver;
- (f) is at substantial risk of or has experienced physical harm, neglect, emotional harm, sexual abuse, or sexual exploitation while: (i) being cared for pursuant to a Snowoyelh Care Agreement or Snowoyelh Support Services Agreement; (ii) in the

- care of the Snowoyelh Department; or (iii) in the custody of the Snowoyelh Department Executive Director;
- (g) is at substantial risk of or has experienced physical harm, neglect, emotional harm, sexual abuse or sexual exploitation by another person, and the Parent or Caregiver of the Child is unwilling or unable to protect the Child;
 - (h) has observed, been involved in, or been exposed to a high-risk situation or disaster, such as fire or abuse situations in a school, which may cause emotional trauma;
 - (i) has been involved in crimes of violence, including homicide, serious assault, arson, armed robbery, or major property damage;
 - (j) is at substantial risk of harming their health or well-being because of their use of alcohol, drugs, solvents, or similar substances, and the Parent or Caregiver is unable or unwilling to obtain appropriate treatment for the Child;
 - (k) is emotionally harmed by the conduct of their Parent or Caregiver or is living in a situation where there is family violence by or towards a person with whom the Child resides;
 - (l) is deprived of necessary health care or their development is likely to be seriously impaired by a treatable condition, and the Parent or Caregiver of the Child refuses to provide or consent to treatment;
 - (m) has had their Parent or Caregiver die;
 - (n) has a Parent or Caregiver who is unable or unwilling to care for the Child and has not made adequate provisions for the Child's care; and
 - (o) is in the temporary care of Snowoyelh Department or another person by agreement and the Parent of the Child is unwilling or unable to resume care when the agreement is no longer in force.

20. REPORTING AND INVESTIGATING A CHILD IN NEED OF INTERVENTION OR PROTECTION

- 20.1 Any person who has reasonable grounds to believe that a Child is in need of intervention or protection shall report their concerns to the Snowoyelh Department.
- 20.2 No action will be brought against a person reporting pursuant to Section 20.1 unless the reporting is determined to be done maliciously or without reasonable grounds for the belief.
- 20.3 If the Snowoyelh Department receives a Child safety report or any allegation or evidence that a Child may be in need of intervention or protection, a Snowoyelh Department Worker must investigate the Child's need for intervention or protection as soon as practicable.
- 20.4 A Snowoyelh Department Worker may enter a place or premises to search for a Child and to investigate whether a Child is in need of intervention or protection.

- 20.5 After an investigation under Section 20.3, if the Snowoyelh Department Executive Director is of the opinion that a Child is in need of intervention or protection, the Snowoyelh Department Executive Director must take whatever action under this Law that the Snowoyelh Department Executive Director considers appropriate to ensure the safety and well-being of the Child.

21. EMERGENCY CARE

- 21.1 If the Snowoyelh Department Executive Director determines that emergency care of a Child is needed because the Parent or Caregiver of the Child cannot be located after a reasonable search or has died or become incapacitated, the Snowoyelh Department Executive Director must take whatever action under this Law that the Snowoyelh Department Executive Director considers appropriate to ensure the safety and well-being of the Child, and may appoint a person to care for the Child until the Parent or Caregiver can be located or other satisfactory arrangements can be made for the care of the Child. A Snowoyelh Worker may transport the Child for the purpose of placing the Child in the care of that person or appoint another person to transport the Child.
- 21.2 The person appointed under Section 21.1 to care for the Child may care for the Child in the person's own residence for the amount of time that the Snowoyelh Department directs. No liability attaches to that person in caring for the Child, or the person appointed to transport the Child, by reason only that the Parent or Caregiver did not consent to the placement or transport.
- 21.3 If the Snowoyelh Department has reasonable reason to believe that a Child may be in urgent need of intervention or protection and a Snowoyelh Department Worker cannot carry out an investigation or respond to the emergency situation in a timely manner, the Snowoyelh Department may request emergency response support from another Child and Family Services Provider to assist the Snowoyelh Department to protect the Child.

22. APPREHENSION OF CHILDREN

- 22.1 If the Snowoyelh Department Executive Director has reasonable and probable grounds to believe that a Child is in need of intervention or protection, the Snowoyelh Department Executive Director or another Snowoyelh Department Worker may apprehend the Child and may request the assistance of a Sts'ailes Official in order to do so.
- 22.2 A Snowoyelh Department Worker and any Sts'ailes Official called on for assistance may enter a place or premises, by force if necessary, and search for and apprehend the Child.
- 22.3 If a Child has been apprehended, the Snowoyelh Department will immediately notify the Parents or Caregiver of the Child that the Child has been apprehended, the reasons for the apprehension, and provide contact information of the Snowoyelh Department Worker who is responsible for the apprehension. Contact information may be provided orally or in writing.
- 22.4 If a Child has been apprehended, the Snowoyelh Department Executive Director has custody of the Child and is responsible for the Child's care, maintenance, and well-being.

- 22.5 If a Child is apprehended by the Snowoyelh Department, the Child shall remain in the custody of the Snowoyelh Department Executive Director until the Snowoyelh Department Executive Director makes an assessment that the Parents are ready, willing, and able to parent the Child, or that other suitable guardianship arrangements can be made with a Caregiver.
- 22.6 If the Parents or Caregiver of a Child who has been apprehended are unable, unavailable, or refuse 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, or any Sts'ailes spiritual practices that are recommended by the Snowoyelh Síyam Síyelyólexwa, the Snowoyelh Department Executive Director may authorize the provision of any recommended treatment for the Child. If a Child is treated under this Section 22.6, no liability attaches to the person treating the Child by reason only that the Parents or Caregiver of the Child did not consent to the treatment.
- 22.7 If a Child is apprehended in a province, territory, or country under the authority of the apprehending province, territory, or country's legislation or other child welfare legislation, the Child may be placed, at the request of the Snowoyelh Department Executive Director, in the custody of the Snowoyelh Department Executive Director by the authorities of that province, territory, or country or other child welfare authorities. For certainty, the provisions under this Law relating to the apprehension and custody of a Child will apply to a Child who is placed into the custody of the Snowoyelh Department Executive Director pursuant to this Section 22.7.

23. CULTURAL ADOPTION

- 23.1 A Child in the custody of the Snowoyelh Department Executive Director may be adopted in accordance with the cultural adoption practices of Sts'ailes, if the Snowoyelh Department Executive Director determines that:
- (a) the Parents of the Child are not willing or able to parent the Child in a manner that ensures the safety and well-being of the Child; and
 - (b) the proposed guardian is ready, willing, and able to parent the Child.
- 23.2 An adoption under Section 23.1 terminates any other order, agreement, or rights with respect to the guardianship of the Child.
- 23.3 The Snowoyelh Department may provide financial assistance in respect of a Child who was in the custody of the Snowoyelh Department Executive Director to the guardian who adopts the Child, until the Child reaches the age of 19.

24. PLACEMENT OF A CHILD

- 24.1 If the Snowoyelh Department Executive Director determines that a Child who is in the custody of the Snowoyelh Department Executive Director needs to be placed into care, the placement of the Child will occur in the following order of descending priority:
- (a) a Parent of the Child; or
 - (b) a Caregiver who is:

- (i) another adult member of the Child's Family;
- (ii) an adult who is a Sts'ailes Member;
- (iii) an adult who is living within the Sts'ailes Community but who is not a Sts'ailes Member;
- (iv) an adult who belongs to an Indigenous group, community, or people other than Sts'ailes; or
- (v) any other adult.

24.2 If there is no Parent or Caregiver who is willing or able to care for a Child, or if the Snowoyelh Department believes it is in the best interest of the Child to be placed in a Sts'ailes Residential Facility, the Snowoyelh Department Executive Director may place the Child in a Sts'ailes Residential Facility.

24.3 For certainty, the decision to place a Child into care must take into consideration the Legal Principles and any other customs and traditions of the Child if the Child is connected to another First Nation.

24.4 If a Child is placed with a Caregiver, the Snowoyelh Department will enter into a written agreement with the Caregiver which will establish the parameters of the care arrangement, including any funding which may be provided from the Snowoyelh Department to the Caregiver.

25. DEATH OF A CHILD

25.1 If a Child who is in the care of the Snowoyelh Department dies, the Snowoyelh Department will:

- (a) contact the appropriate authority to carry out an external investigation to determine the cause and circumstances of the death;
- (b) notify the Child's Parents or Family;
- (c) notify the local police service and Provincial Coroner;
- (d) consent to an autopsy of the body of the Child; and
- (e) in consultation with the Child's Parents and Family, arrange for the burial or other disposition of the body of the Child.

26. SNOWOYELH SUPPORT SERVICES AGREEMENTS AND CARE AGREEMENTS

26.1 The Snowoyelh Department may enter into a Snowoyelh Support Services Agreement with the Parents of a Child, under which custody of the Child is given to the Snowoyelh Department Executive Director or a Caregiver selected in accordance with Section 24.1, if it is determined that the Child is in need of intervention or protection and the safety, security, or development of the Child cannot be adequately protected if the Child remains with the Child's Parents.

- 26.2 The Snowoyelh Department may enter into a Snowoyelh Care Agreement with the Parents of a Child to provide voluntary support services, which may include the services offered by a Sts'ailes Residential Facility, to assist the Parents and the Child's Family to care safely for the Child.
- 26.3 Snowoyelh Support Services Agreement and Snowoyelh Care Agreement terms will be developed through Family Planning Meetings, which, amongst other things, will be used by the Snowoyelh Department to develop and document a Cultural Safety and Support Plan for the Child.
- 26.4 Snowoyelh Support Services Agreements and Snowoyelh Care Agreements may include financial support.

27. CARE AND GUIDANCE SUPERVISION ORDER

- 27.1 If the Snowoyelh Department Executive Director has determined that a Child is in need of intervention or protection and the Parents of a Child refuse to enter into a Snowoyelh Support Services Agreement or Snowoyelh Care Agreement, the Snowoyelh Department Executive Director may issue a Care and Guidance Supervision Order to the Parents.
- 27.2 If a Child is in the care of a Caregiver and the Snowoyelh Department Executive Director determines that a Child is in need of intervention or protection, the Snowoyelh Department Executive Director may issue a Care and Guidance Supervision Order to the Caregiver.
- 27.3 A Care and Guidance Supervision Order may be issued if:
- (a) it is in the best interest of the Child to remain in the home with the Parents or Caregiver of the Child while the Snowoyelh Department provides Child and Family Services to the Child and the Family;
 - (b) Family relationships and motivation of the Parents or Caregiver of the Child will be best supported if the Child remains in the home with the Parents or Caregiver; and
 - (c) any of the following situations arise:
 - (i) the Cultural Safety and Support Plan developed through Family Planning Meetings or elements of the Cultural Safety and Support Plan are not being complied with by a Parent or Caregiver;
 - (ii) more frequent observation and monitoring of the behaviour of a Parent or Caregiver, both in and outside of the home environment, is required to ensure the safety and well-being of the Child;
 - (iii) Snowoyelh Department Workers require frequent and unannounced access to the Child's home to ensure the safety and well-being of the Child; or
 - (iv) the Snowoyelh Department determines that mandatory conditions are necessary for a Parent or Caregiver to ensure the safety and well-being of the Child.

- 27.4 The Care and Guidance Supervision Order will set out the terms and obligations of the Parents or Caregiver, which the Parents or Caregiver will be required to comply with to avoid further intervention or apprehension of the Child by the Snowoyelh Department. A Care and Guidance Supervision Order may include mandatory conditions, which may include drug testing, counselling, parenting education, or such other conditions determined necessary by the Snowoyelh Department to ensure the health and well-being of the Child.
- 27.5 A Care and Guidance Supervision Order may provide Snowoyelh Department Workers with the legal authority to access the Child's home to assess to a greater degree the Child's health and safety. A Snowoyelh Department Worker may request the assistance of a Sts'ailes Official to carry out any home visits in accordance with the Care and Guidance Supervision Order.
- 27.6 If a Parent or Caregiver fails to comply with the terms of a Care and Supervision Order, the Snowoyelh Department may apprehend the Child to whom the Care and Supervision Order relates.

28. ADULT SUPPORT SERVICES

- 28.1 The Snowoyelh Department may provide Child and Family Services to an Adult and their Parents, Caregiver, or Family, as appropriate, if the Snowoyelh Department determines that the Adult requires services or care to support the Adult's safety, well-being, or healthy development. Such Child and Family Services may include:
- (a) needs based financial support;
 - (b) access to learning and education opportunities including financial support relating to educational costs;
 - (c) access to safe, stable, and comfortable housing including through support for moving, household utilities, and home repairs;
 - (d) access to interim housing options;
 - (e) direct child support; and
 - (f) cultural support programs.
- 28.2 For the purposes of determining whether an Adult requires Child and Family Services under Section 28.1, the Snowoyelh Department will consider any:
- (a) Special Needs or Mental Health Adverse Conditions of the Adult;
 - (b) circumstances that would lead the Snowoyelh Department to determine that the Adult is in need of intervention or protection, as such circumstances are described in Section 19.1;
 - (c) history of involvement with a child welfare system; and
 - (d) any other reason that could lead the Snowoyelh Department to believe that the safety, well-being, or healthy development of the Adult is uncertain or at risk.

- 28.3 The Snowoyelh Department may enter into an agreement with an Adult or the Parents, Caregiver, or Family of an Adult for the purposes of providing Child and Family Services under Section 28.1. The terms of the agreement will be developed through Family Planning Meetings, which, amongst other things, will be used by the Snowoyelh Department to develop and document a Cultural Safety and Support Plan for the Adult.
- 28.4 The terms of an agreement under Section 28.3 may include:
- (a) a description of the support services or financial assistance to be provided by the Snowoyelh Department;
 - (b) the goals to be met by the Adult; and
 - (c) any other objectives or contents determined by the Snowoyelh Department.

29. YOUTH AGREEMENTS

- 29.1 The Snowoyelh Department may enter into a written agreement with a Youth who is living independently from their Family to provide support services, if the Snowoyelh Department believes the agreement is in the Youth's best interests.
- 29.2 An agreement under section 29.1 may provide for:
- (a) housing, educational, or other support services; and
 - (b) financial support.
- 29.3 The terms of an agreement under Section 29.1 will be developed through Family Planning Meetings, which, amongst other things, will be used by the Snowoyelh Department to develop and document a Cultural Safety and Support Plan for the Youth. The terms of an agreement under Section 29.1 may include:
- (a) a description of the support services or financial assistance to be provided by the Snowoyelh Department;
 - (b) the goals to be met by the Youth; and
 - (c) any other objectives or contents determined by the Snowoyelh Department.

PART 6 – APPEALS

30. APPEALS AND RECONSIDERATION

- 30.1 The following persons directly affected by a decision of the Snowoyelh Department may appeal such a decision by providing a written appeal to the Snowoyelh Department Executive Director within 30 Days of the decision, requesting that the Snowoyelh Department Executive Director review the decision:
- (a) a Child;
 - (b) an Adult;
 - (c) a Parent;

- (d) a Caregiver;
- (e) a Child or Adult's Family member;
- (f) an individual who has had continuous care of a Child or Adult for more than six of the 12 months preceding the decision;
- (g) an individual who is receiving or may be eligible to receive support and financial assistance under this Law; and
- (h) a person who is refused financial assistance under this Law.

(each, an "**Appealing Party**")

30.2 The Appealing Party must:

- (a) address their written appeal to the Snowoyelh Department Executive Director, who will be responsible for assessing the written submission; and
- (b) include in their written appeal a statement outlining the grounds for the appeal, which must:
 - (i) include sufficient detail to enable the Snowoyelh Department Executive Director to properly consider the appeal; and
 - (ii) set out in a concise manner the grounds upon which the appeal is made and any new information that the Snowoyelh Department Executive Director should consider.

30.3 The Snowoyelh Department Executive Director will review the written appeal and render a written decision to the Appealing Party within ten (10) Days of receiving the appeal, and may either concur with, reverse, or modify the decision of the Snowoyelh Department. The Snowoyelh Department Executive Director may request information from any Snowoyelh Department Worker to support the Snowoyelh Department Executive Director in reviewing the appeal.

30.4 If either the Appealing Party or the Snowoyelh Department (each, a "**Second Appealing Party**") is dissatisfied with the decision of the Snowoyelh Executive Director on appeal, they may appeal the decision by:

- (a) addressing a written appeal to the Snowoyelh Department Executive Director, who will be responsible for sharing the written submission with the Snowoyelh Síyam Síyelyólexwa, the Sts'ailes Chief Executive Officer and, if deemed appropriate by any one of the Snowoyelh Department Executive Director, the Snowoyelh Síyam Síyelyólexwa, or the Sts'ailes Chief Executive Officer, the Snowoyelh Portfolio Holder; and
- (b) including in their written appeal, a statement outlining the grounds for the appeal, which must:
 - (i) include sufficient detail to enable the Snowoyelh Department Executive Director, Snowoyelh Síyam Síyelyólexwa, Sts'ailes Chief Executive Officer,

and Snowoyelh Portfolio Holder, if appropriate, to properly consider the appeal; and

- (ii) set out in a concise manner the grounds upon which the appeal is made and any new information that should be considered.

30.5 An appeal submitted by a Second Appealing Party in accordance with Section 30.4 will be assessed in accordance with the following appeal process:

- (a) The Snowoyelh Department Executive Director, Snowoyelh Síyam Síyelyólexwa, Sts'ailes Chief Executive Officer, and Snowoyelh Portfolio Holder, if appropriate, will meet at least once to collectively review the appeal.
- (b) The Snowoyelh Síyam Síyelyólexwa and the Snowoyelh Portfolio Holder, if appropriate, may provide recommendations to the Snowoyelh Department Executive Director and Sts'ailes Chief Executive Officer.
- (c) The Snowoyelh Department Executive Director and Sts'ailes Chief Executive Officer will attempt to reach a unanimous decision with respect to the appeal, and if the Snowoyelh Department Executive Director and Sts'ailes Chief Executive Officer fail to agree, the Sts'ailes Chief Executive Officer will be solely responsible for issuing the appeal decision.
- (d) Following the appeal process set out in this Section 30.5 and within fifteen (15) Days of the Snowoyelh Department Executive Director receiving the appeal, the Sts'ailes Chief Executive Officer will deliver a written decision to the Second Appealing Party, and may either concur with, reverse, or modify the decision of the Snowoyelh Department Executive Director.

30.6 If either the Second Appealing Party or the Snowoyelh Department Executive Director is dissatisfied with the decision of the Sts'ailes Chief Executive Officer on appeal, they may appeal the decision to Chief and Council within fifteen (15) Days of receipt of the decision of the Sts'ailes Chief Executive Officer.

30.7 An appeal to Chief and Council must be in writing. Chief and Council must consider the appeal at a duly convened Chief and Council meeting within a reasonable time after the receipt of the appeal. The Second Appealing Party or the Snowoyelh Department Executive Director, and any Snowoyelh Department Worker requested by the Second Appealing Party or the Snowoyelh Department Executive Director, has the right to be heard when the appeal is considered by Chief and Council. Chief and Council may confirm or set aside the decision of the Sts'ailes Chief Executive Officer.

PART 7 – ADDITIONAL CLAUSES

31. NOTICE OF LEGISLATIVE AUTHORITY AND COORDINATION AGREEMENTS

31.1 When Sts'ailes intends to exercise its legislative authority under this Law in relation to the provision of Child and Family Services, Sts'ailes may choose to give up-front notice of that intention to Canada and the government of each province or territory in which Sts'ailes intends to exercise its legislative authority within, as a prerequisite to engaging with each such Province and Territory for the purposes of entering into a Coordination Agreement to coordinate the delivery of Child and Family Services in each such province or territory. Sts'ailes may request that Canada and each Province or Territory enter into a Coordination Agreement with Sts'ailes in relation to the exercise of its legislative authority, respecting, among other things:

- (a) the provision of services to support Children, Adults, and Families, including prevention services, intervention services, child protection services, and support services to ensure the safety, security, and well-being of Children, Adults, and Families;
- (b) support measures to enable Children and Adults to exercise their rights effectively;
- (c) fiscal arrangements relating to the provision of this Law, that are sustainable, needs-based, and consistent with the principle of substantive equality in order to secure long-term positive outcomes for Children, Adults, Families, and Sts'ailes;
- (d) capacity support for Sts'ailes to exercise its legislative authority effectively; and
- (e) any other coordination measure related to the effective exercise of the Sts'ailes legislative authority.

32. DELEGATION FROM CHIEF AND COUNCIL

32.1 Chief and Council may delegate any power, duty, or function of a Snowoyelh Department Worker under this Law to any person employed or engaged in the administration of this Law or any person who is providing care to a Child or Adult in accordance with this Law.

33. PROTECTION FROM LIABILITY

33.1 No action may be commenced or maintained against any: (a) Snowoyelh Department Worker; (b) person employed or assisting in the administration of this Law; (c) member of Chief and Council; (d) member of the Snowoyelh Síyam Síyelyólexwa; (e) the Snowoyelh Portfolio Holder; or (f) committee member appointed and tasked with supporting the Snowoyelh Portfolio Holder, in respect of anything done or omitted to be done in the exercise or performance or intended exercise or performance of any power, duty, or function conferred under this Law, provided that the individual acted honestly, in good faith, and without negligence or wilful misconduct.

34. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 34.1 All information relating to a Child, Adult, or their Parents, Caregiver, or Family that is collected by the Snowoyelh Department while carrying out the Snowoyelh Department Responsibilities and performing its duties under this Law, is confidential and may only be shared:
- (a) in accordance with Section 34.3;
 - (b) internally amongst Snowoyelh Department Workers;
 - (c) with the Snowoyelh Síyam Síyelyólexwa, which will be required to act in accordance with any confidentiality and disclosure obligations set out in the Snowoyelh Síyam Síyelyólexwa Terms of Reference, pursuant to Section 9.1(b); and
 - (d) with Chief and Council upon request, in accordance with Sections 18 and 34.2.
- 34.2 Chief and Council may request from the Snowoyelh Department any information that Chief and Council considers necessary to review for the purposes of reviewing an appeal under Sections 30.6 and 30.7. In such cases, the Snowoyelh Department will disclose such information to Chief and Council in the form and manner determined by Chief and Council, provided that the Snowoyelh Department will only disclose personal information of a Child, Adult, or their Parents, Caregiver, or Family to Chief and Council if Chief and Council requires it for the purposes of reviewing the appeal.
- 34.3 Snowoyelh Department Workers and any person employed or assisting in the administration of this Law, including the Snowoyelh Síyam Síyelyólexwa, may disclose or communicate the personal information of a Child, Adult, or their Parents, Caregiver, or Family:
- (a) to the individual to whom the information relates;
 - (b) to the Parents, Caregiver, or Family of the Child or Adult to whom the information relates;
 - (c) to any person employed in the administration of child protection legislation in another province or treaty territory in Canada; and
 - (d) during a Family Planning Meeting or during any meetings amongst any of the following participants: the Snowoyelh Department, the Te Emi:melh/Advocate Program, the Te Lalem Program, and the Snowoyelh Síyam Síyelyólexwa, if the disclosure is necessary to plan services for or provide services to a Child or Adult.
- 34.4 This Law will not limit or prevent a Snowoyelh Department Worker from requesting and receiving personal information from a hospital, medical care facility, police service, or other custodian of personal information, and, to the extent that Sts'ailes can require the release of personal information from such facilities, such facilities will provide personal information to Snowoyelh Department Workers upon request.

34.5 No liability attaches to the Snowoyelh Department Executive Director or any other person who discloses or communicates information in accordance with this Section if the disclosure or communication is made in the administration of this Law and for the protection or well-being of a Child or Adult.

35. COMPUTATION OF TIME

35.1 If under this Law the time limited for carrying out or completing a matter expires or falls on a holiday, it may be carried out or completed on the Day next following that is not a holiday.

35.2 If under this Law the time limited for carrying out or completing a matter expires or falls on a Day on which the office or place in which the matter is required to be carried out or completed is not open during its regular hours of business, the matter may be carried out or completed on the Day next following on which the office or place is open.

36. REPRESENTATION AND PARTY STATUS

36.1 In the context of a civil proceeding of any kind in front of any court of competent jurisdiction, in respect of the provision of Child and Family Services in accordance with this Law:

- (a) the Child or Adult's Parent or Caregiver has the right to make representations and to have party status to the proceeding; and
- (b) the Snowoyelh Department and Chief and Council have the right to make representations.

37. INTERPRETATION

37.1 The headings of parts and Sections of this Law have been inserted as a matter of convenience and for reference only, and in no way define or limit any of its provisions.

37.2 Unless otherwise expressly provided, the structures, organizations, bodies, principles, and procedures established or used in this Law will be guided, interpreted and carried out in accordance with the laws, culture, and customs of Sts'ailes.

37.3 A word in the singular form may be read in the plural form if the context allows it and a word in the plural form may be read in the singular form if the context allows it. All genders are included in any gender expressed.

37.4 The words "include", "includes" and "including" are to be read as if they are followed by the phrase "without limitation".

37.5 Any reference to a statute means that statute, and any regulations made under it, all as amended or replaced from time to time.

38. GENERAL

38.1 No provision of this Law, or any communication, negotiations or engagements carried out pursuant to it, including any negotiations relating to entering into a Coordination Agreement or the execution of a Coordination Agreement, does, or may be deemed to, prejudice, limit, abrogate, or derogate from any of Sts'ailes' title, rights, or interests.

- 38.2 If any Section of this Law is, for any reason, held invalid by a decision of a court of competent jurisdiction, the invalid Section or subsection will be read down, or severed if necessary, and will not affect the remainder of this Law.
- 38.3 If there are any inconsistencies between this Law and any Sts'ailes citizenship law, Sts'ailes will review and consider amendments to this Law to address any inconsistencies. For greater certainty, in the event of an inconsistency between this Law and any subsequently enacted citizenship law, this Law will prevail.
- 38.4 Chief and Council may make regulations or pass Council Resolutions as follows:
- (a) providing for or updating any provisions, forms, or applications in this Law; and
 - (b) setting in place any other matter required to implement this Law.

39. REVIEW AND AMENDMENT OF LAW

- 39.1 This Law is intended to be an evergreen Law as Sts'ailes develops Snowoyelh into written law. This Law is expected to evolve as Child and Family Services are provided pursuant to this Law and coordinated with other Child and Family Services Providers pursuant to Coordination Agreements and other written agreements, and may be amended from time to time.
- 39.2 This Law shall be amended only by using Chief and Council due process.
- 39.3 Every five years after the day on which this Law comes into force, Chief and Council must undertake a review of the provisions and operation of this Law.