

# Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat

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## **PREAMBLE**

### **AQLAQAAQTAIT QULIAQSANGINNIN UNA QULIAGAKRAUTAAT HIVUN'NGA PREAMBLE**

***Inuvialuit Angalatchiviani Katimayuut Iksivavianun,***

***Ukuat Inuvialuit katimaringt Hivuniuqtit,***

***Inuvialuit Regional Corporationkut Ihivayit,***

***The Inuvialuit Regional Corporation Board of Directors,***

***Angirlugit*** Inuvialuit pingit nutim atuqlugu angalatchiniaramik inmingnik, allat tanngungittuat katimayingit ilisimayuut, Inuvialuunngittuatlu Kavamait, Kanatamiutlu tamatkilugit,

***Piniapiaraat*** Ilumun Ukuat Inuvialuit malirutaliani ittuat ingmingnik angalalagaat, itna ittuq havaqatigiiguting atlat tangungitchualu, ukuat tangungitchuat Inuvialuit Inmiktigun kavamalgit, kanatami ittuat

***Ilihimaghaq*** Inuvialuit tamaita inmikut ihumaliurutikhaq pivariktitauhimayuq , Inuvialuit tamaita pilahiyut piyumayamingnik ihumaliurutikhatik inmikut pilahiplugit havaakhaqhiurutikhatut, inungmiuqatigiingniq, pitquhiraluatiklu nauhimaaqublugit, ilitariyaupluni Nanminit Inuit Katimayiinilu, ukungnangnilu Inuvialuungituni Gavatkut, Kaanadamiunilu, "Angiqtauhimayuq una ilitariplugu"

***Affirming*** the inherent Inuvialuit right to self-determination, as reciprocally recognized by neighbouring Indigenous groups, by non-Inuvialuit Governments, and by the citizenry of Canada,

***Itqarilugit*** Makpiraani 6(1)(a) *Inuvialuit Angirutait Sannaiqtaq* aglaksimayuq Inuvialuit Anglaatchiviani Katimayuut makpiraani "ikayurlugit qanurliqaa Inuvialuit nutim pinginniklu quyallitautinginniklu".

***Ihumagivlugit*** aglaktaq 6(1) (a) Inuvialuit angarutaat maliakraliangit malurataliangit maliktuaraat huli;

***Itqagiyauyukhaq*** Puiguqtaiiyukhaq hamna titiraqhimayuq 6(1)a Inuvialuit tukliq Nunataarutiktik Angiqtauhimayuq Inuvialuit Regional Corporationkuni “Hivuniurutikhanik angiqtauhimayut Inuvialuit pitquhikhaita mikhagut, ukuautlu nauhimmaaclublugit atugakhatik kinguvaakhamingnut” “Angiqtauhimayuq una ilitariplugu”

***Recalling*** that Paragraph 6(1)(a) of the *Inuvialuit Final Agreement* mandates the Inuvialuit Regional Corporation to “generally represent the Inuvialuit and their rights and benefits”,

***Ilitchurilugit*** Inuvialuit ilisimaniqsauyuat munarinikkun nutarainun Kanatamlu allatlu nunat kavamangit qangma ilitchuriyait malirulianginni, ilaliutiblugu ukuani *Malirulainun Aglaksimayuanun Ikayuriiktuat Malirutaksaliuqtuat*, Aglaktat 35 iluani *Makpiraaqpangmi Maliruliaqpait 1982*, ukuaniptauq *Atautchikun Nunat Ikayuriiklutik Tannungittuanun Itjusianginnik Malirutaksaliuqtuat*, Kanatam *Malirulianginnilu Tannungittuanun atuaksainun, Itqilinun, Inuinnunlu Itqilkapsainunlu , nutarainun, nutaanun inuinnun, nutarariinunlu,*

***Nalunairigaat*** Inuvialuit ihumagirangat itqurangat nuttaqhat munarilautaqhuvlugi ilitchurigaat piqpagitilaangit nuttaqhat ilitchurikarait kanatami maliakraliuqtit nunakput ikaahaaqlugu, unalu malutaliani ittuq pillaniq iqqingairniq inmiktigun aulalahivilugit, UUmmani ittuq kihitchimi 35mi *ittuq Malirutaliami 1982mi*. Ukuat ikaaqaahaaqlugu nunaaahiqpak tangungitchuat angalatchinikun ingmiktigun pilahirut, Inuit atlallu tangngitchuat nutaqaamikkun, nutaat nutarariitlu,

***Ilihimatiaquyiyut uminga***, Inuvialuit tamaita pilahiyut nuttaqqatik munarinia anningnaqtuq ilitariyaupluni ilumuqtumik Kaanadaplu Nunaryuaplu Maligakhaini, uvanilu Inuuniarutaita Hivuniurutaini uvanilu Annaktutlu Maligakhaini, Atani 35 Maligakhaliuqhimayumi ukiungani 1982mi, Akiani Nunaryuami Inuutait Ilihimapkaiyut, Ukuat Nanminiit Inuutainni Pilahitdjutainnik, uumingalu Kaanadap Maligakhaani Hapkuat Itqiliit, Inuitlu, Metislu nuttaqqat, inuhaat, ilagiitlu ihuariplugit hivumuuhimaaclublugit nakuunikhaanut,

***Acknowledging*** that the right of Inuvialuit to determine how best to care for their children has been recognized and affirmed in Canadian and International law, including in the *Canadian Charter of Rights and Freedoms*, Section 35 of the *Constitution Act 1982*, the *United Nations Declaration on the Rights of Indigenous*

*Peoples, and in Canada's Act respecting First Nations, Inuit and Métis children, youth and families,*

***Ilitarilugit*** allat Itjusiat atutquyuat inuusiptingnun nakuunngittuat Inuvialuuyuanun nutarainun, nutaanun inuinnun, nutarariinunlu,

***Nalunairigait*** Uuminga ilitchurikaming pilautanagutigai Inuvialuit, Inuvialuit nattaqhalu, Nutaat qitunarariitlu.

***Ilitariplugu*** Tahamna qablunaat tikitirmata qangaraaluk nunaptingnut inuutivut aallanguqtirutaini inuuniarutainilu nuttaqqani, inuhaani, ilagiinilu ilhimayaqqut, ***Ihumagitiaqhugit hapkua*** Inuvialuit pitquhiit inuniarutait nuttaqqatik , inuhaangutitiklu, munaritiaqhugit inungurutainut Inuvialuit Pitquhiini Inungmiunikutlu.

***Recognizing*** the impact of colonization on the wellbeing of Inuvialuit, including Inuvialuit children, youth and families,

***Pimmariklugit*** Inuvialuit itjusingit munarinikkun nutaraitigun nutauyuanunlu aturlugu pitqusivut inuuniarusivutlu,

***Qauliqaqtun*** itkait Inuniarningit Inuvialuit qanuqlu nutaqhating munariningit inalaatlu Inuvialuit inuuniarutingit atautchikun,

***Ihumagitiaqhugit hapkua*** Inuvialuit pitquhiit inuniarutait nuttaqqatik , inuhaangutitiklu, munaritiaqhugit inungurutainut Inuvialuit Pitquhiini Inungmiunikutlu,

***Honouring*** the custom Inuvialuit traditions for the caretaking of children and youth in Inuvialuit culture and society,

***Ukpirilugit*** una maliruliaq sivilliuyuq mamitirvianun Inuvialuit inuuniarvianni ittuat,

***Ukpirirangat*** malirutaliaq pinarnaqtuq mampirutauruq Inuvialuit atramik aturuugaat inauralaani, ilihautivlugi malingnirmik, malirutaliat inmate qanurliqaa inuuniarung

pilaitkaat inmiktigun agaltarigaat ihumamiktigun iluatun, malurutaliaq tutqitarigait atautchikun inunialautarnikun kavamatlu tanngillu iluatun inuuniaqatigilautaqhiraqtut.

**Upiriplugit** hamna maligakhaq ikayuutauyuq mamitingningmut Inuvailuit nunangini makitiffangnikut, imaalu Inuvialuit inmikut ihumaliuqhutik hivuniurutikhamingnik pillahiplutik, hamnalu havaqqatigingniq hivumuupkaliqhugu Inuvialungni Inuvialuungitunilu Gavamangini.

**Believing** that this law is an important healing mechanism for Inuvialuit communities, a demonstration of reconciliation, an advancement of Inuvialuit self-determination, and an improvement in relationships between Inuvialuit and non-Inuvialuit governments,

**Ilitarilugit** ukuat sivulliyuat aglangni ilaliutiyaksait malirulianun,

**Nalunairun** una malirutaliatun ittuq,

**Ilitariplugu** hamna hivun'nga maligauliqtuq,

**Recognizing** this preamble as being a part of the law,

**Una maligaksaq aturniakaqput**, Inuvialuit Qitunrariit Inuuniarnikkun Maligaksaq atinga. Inuvialuit ilagiillu qitunraillu munarisuklugit taimunga ilurrilutik inuuniaqublugit maligaksatigun.

**Tiguarmatun ittuq** Inuvialuit nutarangit munarilautarnaqhirut malirutaliuqtani ihumagilugi Inuvialuit nuttarangit, nutarariitlu nuttaqhatlu uumani Inuvialuit malirutaliangini, iliraq ihumangigivlugi qanuhiliqaa hurarautitngit iluatun piakrat,

**Unalu Pigiaqtitugu** atuqtauyukhaq, Inuvialuit Nuttaqqat Inuuniarutikhait nalaumaniqangnia Maligakhaq munaritairumaplugu tamaqtailiniqaqublugit inuuhiringniq Inuvialuit nutaraini Inuhaangutaini ilagiinilu Inuvialuit Maligakhaini Hivuniurutainilu hulilukarutainilu.

**We therefore formally adopt** this law, Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat, to protect and preserve the wellbeing of Inuvialuit children, youth and families through Inuvialuit laws, regulations, programs and standards.

## **PART 1: PRINCIPLES**

### **Principles**

1. The following principles underly this law, guiding its implementation and purposive interpretation:
  - a. To ensure cultural continuity for each Inuvialuit child and youth, which is essential to wellbeing, and which includes serving each child and youth in their home community to the greatest extent possible;
  - b. To enhance the supports available to enable Inuvialuit families to thrive, reducing the need for intervention;
  - c. To improve information sharing for fully informed service provision, advocacy, and decision-making; and
  - d. To grow the exercise of Inuvialuit jurisdiction in child and family services at our own pace, in our own way.

## **PART 2: DEFINITIONS**

### **Definitions**

2. In this law:
  - a. “beneficiary” has the same meaning as in the *Inuvialuit Final Agreement*;
  - b. “child” means a person under 18 years of age;
  - c. “external protection authority” means any person, government or other entity responsible for providing protection services within the context of child and family services, pursuant to:
    - i. territorial or provincial legislation, or
    - ii. the legislation of a jurisdiction outside Canada, or
    - iii. Indigenous legislation,but does not include the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat, Inuvialuit Regional Corporation, the Inuvialuit Social Development Program, Inuvialuit community corporations, or other

Inuvialuit corporations, nor their employees, directors, contractors or agents; and

the term applies to such entity whether or not it is, in the circumstances at issue, providing protection services at that time.

For greater certainty, an “external protection authority” may or may not be incorporated, and may include Her Majesty in right of Canada or in right of a province, a territorial government, or a government department, or any entity with the responsibilities described.

For greater certainty, an “external protection authority” includes the NWT Health and Social Services Authority, the Government of the Northwest Territories, and their officials, as the context requires.

- d. “including” means including but not limited to, and “includes” has a corresponding meaning;
- e. *“Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat”*, italicized, or “this law”, means this law, being an Inuvialuit law, and the approximate translation of the phrase in context means Inuvialuit Family Way of Living Law;
- f. *“Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat”*, not italicized, means the body established under Part 5, and the approximate translation of the phrase in context means Inuvialuit Family Way of Living Program;
- g. “Inuvialuit communities” means Tuktoyaktuk, Ulukhaktok, Paulatuk, Sachs Harbour, Aklavik, and Inuvik, and “Inuvialuit community” has a corresponding meaning;
- h. “Inuvialuit community corporation” means a corporation referred to in s. 6 (1) (b) of the *Inuvialuit Final Agreement*;
- i. *“Inuvialuit Final Agreement”* means the agreement made in 1984 between the Committee for Original Peoples’ Entitlement representing Inuvialuit, and the government of Canada, as amended from time to time;
- j. “Inuvialuit Regional Corporation” is the corporation referred to in s. 6 (1) (a) of the *Inuvialuit Final Agreement*;

- k. "Inuvialuit Settlement Region" has the same meaning as in the *Inuvialuit Final Agreement*;
- l. "Inuvialuit Social Development Program" is the corporation established further to s. 17 of the *Inuvialuit Final Agreement*;
- m. "Inuvialuk" means:
  - i. an individual under 18 years of age who is registered or reasonably believed to be eligible to be registered to become a beneficiary, notwithstanding their registration or eligibility to register to take part in another comprehensive land claim agreement, or
  - ii. an individual aged 18 or above who is enrolled as a beneficiary or reasonably believed to be eligible to enrol as a beneficiary, notwithstanding their enrollment or eligibility to enroll in another comprehensive land claim agreement,and "Inuvialuit" as applied to individuals has a corresponding meaning;
- n. "service provider" is to be interpreted consistently with the use of that term in Canada's *Act respecting First Nations, Inuit and Métis children, youth and families*, and includes an external protection authority and the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat;
- o. "youth" means a person who is 18 to 29 years of age, inclusive of both, who
  - i. is receiving,
  - ii. is in need of, in the opinion of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat, or
  - iii. is transitioning from receipt of or was formerly in receipt of child and family services, in his or her capacity as a child or youth.



## **PART 3: APPLICATION**

### **Circumstances when law applies**

3. This law applies when child and family services are, could, or should be provided to an Inuvialuk child or youth or for the benefit of an Inuvialuk child or youth, including circumstances when a parent is expecting.

### **All locations**

4. This law applies everywhere.

### **All locations – for greater certainty**

5. For greater certainty, this law applies within and beyond the Inuvialuit Settlement Region, in every territory and province within Canada, and outside Canada to the greatest extent possible.

### **Every person etc. on whom it imposes a duty or extends a power**

6. This law binds every government, person and entity on whom it imposes an obligation or extends a power, including Her Majesty in right of Canada or in right of a province, territorial governments, every external protection authority, service providers, courts and tribunals, other Indigenous governments to the extent the context requires, and Inuvialuit individuals and corporations including government corporations.

### **Courts etc.**

7. This law is to be applied by every court, tribunal or other decision-making body dealing with a child and family services matter or related matter involving an Inuvialuk child or youth.

### **Subject to IFA**

8. This law is subject to the *Inuvialuit Final Agreement* and is to be interpreted in accordance with the *Inuvialuit Final Agreement*.

### **Continuation of services**

9. Existing services continue to Inuvialuit children, youth and families, and are not to be diminished by reason of this law, except to the extent a

replacement of existing services by Inuvialuit services is specifically set out in this law or its regulations.

## **PART 4: BEST INTERESTS & CULTURAL CONTINUITY**

### **Best interests of Inuvialuit children**

10. In determining the best interests of an Inuvialuk child or youth, under this law or under any other law, the external protection authority, court, tribunal or other decision-maker or service provider responsible for the plan, decision or action at issue in determining the best interest of the child or youth must ensure that:
  - a. Cultural continuity is ensured and supported; and
  - b. Inuvialuit views as to the child or youth's best interests expressed on behalf of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat, Inuvialuit Regional Corporation, or an Inuvialuit community corporation are heard and given full consideration and significant weight.

### **Cultural continuity**

11. Cultural continuity, in the context of best interests in s. 10 and within this law otherwise, means:
  - a. Service providers serving an Inuvialuk child or youth must seek out and offer culturally appropriate services to support the wellbeing of the child or youth and their family, such as treatment services, counselling services, community services, land-based programs, or others, deferring to the opinion of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat as to what services are culturally appropriate.
  - b. For an Inuvialuk child who is not registered to potentially become a beneficiary, service providers must contact Inuvialuit Regional Corporation, which may be done through the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat, to actively pursue registration, in collaboration with the child's family.

- c. For an Inuvialuk youth who is not enrolled as a beneficiary, service providers must reach out to Inuvialuit Regional Corporation, which may be done through the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat, to ensure enrolment is discussed with the youth, and to assist the youth to enrol if they wish to do so.
- d. Connection with and access to the Inuvialuit Settlement Region must be provided for the child or youth, which means:
  - i. For an Inuvialuk child or youth who normally resides in an Inuvialuit community, service providers must pursue continued residence for the child or youth in their home community to the greatest extent possible, with service provision organized in a manner consistent with that principle; and
  - ii. For an Inuvialuk child or youth who normally resides outside an Inuvialuit community, service providers must pursue a connection to the Inuvialuit Settlement Region, including arrangements to spend time in the Inuvialuit Settlement Region, and the opportunity to build relationships within Inuvialuit communities with which the child or youth has family connections.
- e. An Inuvialuk child or youth's relationships with other Inuvialuit must be supported to grow, including with family members, whether immediate or extended family members.
- f. An Inuvialuk child or youth must be provided with opportunities to learn and experience Inuvialuit culture, including access to on-the-land activities, access to traditional foods, exposure to language, and access to traditional practices or other cultural practices.
- g. An Inuvialuk child or youth must be provided with age-appropriate opportunities to learn Inuvialuit history.
- h. The provisions on cultural continuity in s. 9 (2) of Canada's *Act respecting First Nations, Inuit and Métis children, youth and families* also apply.

- i. In relation to all of the above, the child or youth's own perspective is to be sought out, heard and fully considered in accordance with the child or youth's capacity and maturity.

### **Responsibilities for cultural continuity generally**

12. Whether or not a determination of best interests is at issue, service providers must ensure and support cultural continuity, as set out in s. 11, in their provision of child and family services to an Inuvialuk child or youth or their family.

### **External protection authority coordination etc. with Inuvialuit**

13. In carrying out responsibilities under this Part, an external protection authority must actively communicate with, collaborate with and coordinate with the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat, to the satisfaction of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat.

## **PART 5: INUVIALUIT QITUNRARIIT INUUNIARNIKKUN MALIGAKSAT**

### **Establishment of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat**

14. The Inuvialuit Social Development Program is to create and maintain an organization in accordance with this law, to be called Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat.
  - a. The Inuvialuit Social Development Program must incorporate the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat as a not-for-profit corporation and ensure it maintains its incorporated status in good standing.
  - b. The Inuvialuit Social Development Program must appoint directors to the board of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat as follows:
    - i. A director who acts as chairperson, who must be an Inuvialuk;
    - ii. Two additional directors who must be Inuvialuit; and

- iii. Two additional directors who must have professional experience in child and family services.
- c. The Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat must report on a quarterly basis to the Inuvialuit Social Development Program in the manner determined by the Inuvialuit Social Development Program and as it otherwise reasonably requests.
- d. The term of appointment of a director of the board of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat is for 3 years, renewable at the discretion of the Inuvialuit Social Development Program.
- e. The Inuvialuit Social Development Program, by unanimous vote of its board, may remove a director of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat.
- f. The Inuvialuit Social Development Program may fill vacancies on the board of directors of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat as required, and vacancies do not limit the functioning of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat except as may be required by corporate law.

### **Minimum activities**

- 15. The Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat is to employ an Executive Director, and retain such further employees and contractors as it determines, ensuring so far as possible that it has:
  - a. staff and service facilities in each Inuvialuit community;
  - b. mechanisms in place to serve Inuvialuit children, youth and families outside of the Inuvialuit Settlement Region; and
  - c. the capacity to carry out its duties and exercise its powers under this law.

### **Advisory Committee**

- 16. The Inuvialuit Social Development Program is to maintain an Advisory Committee that will provide guidance to the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat on community relations and local programming.

- a. The Advisory Committee is composed of one member from each Inuvialuit community, appointed by the Inuvialuit Social Development Program or in a manner the Inuvialuit Social Development Program determines.
- b. The term of appointment of an Advisory Committee member is 3 years, renewable at the discretion of the Inuvialuit Social Development Program.
- c. The Inuvialuit Social Development Program, or such process as it determines, may remove an Advisory Committee member.

### **Mandate**

17. The mandate of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat is:
  - a. To advocate for the best interests of Inuvialuit children and youth, individually and collectively;
  - b. To support Inuvialuit children, youth and families, individually and collectively;
  - c. To make recommendations and offer policy expertise and guidance to the Inuvialuit Regional Corporation in the administration of this law and in the exercise of Inuvialuit jurisdiction in child and family services;
  - d. To support the implementation and administration of this law, including growth in the exercise of Inuvialuit jurisdiction in child and family services; and
  - e. To provide such child and family services, carry out such duties, and exercise such powers as are assigned by this law, including under its regulations.

### **Accountability**

18. In addition to its direct accountability to the Inuvialuit Social Development Program and quarterly reports as set out in s. 14 (c) (Establishment of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat), the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat must:

- a. Create annual reports accessible to Inuvialuit Regional Corporation, which may be public in whole or in part as the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat determines; and
- b. Provide information, that is accessible to Inuvialuit individuals and communities, on its services and operations.

## **PART 6: INFORMATION**

### **Right to all information**

19. The Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat has the right to receive all information about Inuvialuit children and youth in respect of child and family services, and about the child and family services Inuvialuit children and youth receive, that is held by an external protection authority, a provincial or territorial or federal government, or other service provider.

### **Meaning of “all information”**

20. For greater certainty, “all information” in s. 19 (Right to all information) includes:
  - a. Personal information, including information about the child or youth, their parents, their siblings and any family members involved with them, their caregivers, prior caregivers, and proposed caregivers, and other personal information relevant to the child and family services matter;
  - b. Information about a child or youth’s placements or proposed placements;
  - c. Information about past child and family services files in relation to the child or youth, or in relation to their parent or caregiver or a proposed caregiver, including any child protection record check information;
  - d. Criminal record check information that has been gathered for child and family services purposes;
  - e. Aggregate information, including statistics and other information about services provided or needed; and

- f. Documents and other records recording such information.

### **Occasions for provision of information – external protection authority**

- 21. Further to s. 19 (Right to all information), an external protection authority must provide the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat with all information available to the external protection authority:
  - a. At each notice point set out in s. 34 (Notice points set by regulation) and in accordance with the requirements on notice in s. 33 (Notice for purposes of prevention or early intervention);
  - b. In the course of case planning, file meetings, and the creation of agreements and plans in a child and family services matter;
  - c. In legal proceedings, in accordance with the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat's party status further to s. 36 (Status in legal proceedings);
  - d. As requested by the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat, specifically:
    - i. Within 7 days of a request for information specific to an individual case; and
    - ii. Within 30 days of a request for aggregate information; and
  - e. As prescribed by regulation.

### **Occasions for provision of information – other service providers**

- 22. Further to s. 19 (Right to all information), a service provider and a provincial or territorial or federal government, other than an external protection authority, must provide the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat with all information available to them:
  - a. As requested by the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat, specifically:
    - i. Within 7 days of a request for information specific to an individual case; and
    - ii. Within 30 days of a request for aggregate information; and



- b. As prescribed by regulation.

### **Information previously provided**

- 23. Information previously provided to the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat need not be repeated, unless requested by the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat.

### **Registration and enrolment information**

- 24. Inuvialuit Regional Corporation is to provide the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat with reasonable access to personal information on the enrolment of beneficiaries, and registration of potential beneficiaries, and related information on family relationships and genealogy, but such access need not necessarily be direct database access.

### **Management of information**

- 25. Information held by the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat is to be managed in accordance with Inuvialuit standards.

### **Management of information - policies**

- 26. The Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat may make policies as to its management of information, including as to its use and access.

### **Regulations - information**

- 27. Inuvialuit Regional Corporation may make regulations further to this Part, including on:
  - a. further requirements on the provision of information to the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat;
  - b. management of information by the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat; and
  - c. access to information as between the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat and other Inuvialuit organizations.

## **PART 7: CHILD AND FAMILY SERVICES FROM EXTERNAL PROTECTION AUTHORITIES**

### **Purpose of this Part**

28. This Part enhances and adapts child and family services provided to an Inuvialuk child or youth, or their family, by an external protection authority.

### **Section 12 of the Federal Act**

29. Further to s. 12 (1) of Canada's *Act respecting First Nations, Inuit and Métis children, youth and families*, every service provider, including every external protection authority, is deemed by this section to be informed that Inuvialuit Regional Corporation is an Indigenous governing body that acts on behalf of the Inuvialuit people, and that notices of significant measures are to go to both the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat and Inuvialuit Regional Corporation.

### **Applicable Aboriginal organizations under NWT Child and Family Services Act**

30. The Director under the Northwest Territories' *Child and Family Services Act* is to list the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat as an applicable Aboriginal organization for Inuvialuit children and youth, and in respect of the Inuvialuit communities, in addition to listing Inuvialuit Regional Corporation.

### **Identifying Inuvialuit children, youth**

31. Every external protection authority must promptly take all reasonably practical steps to identify Inuvialuit children and youth from among its clients, including but not limited to Inuvialuit children and youth within its care, in accordance with any requirements prescribed by regulation.

### **Contact information**

32. The Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat is to make its contact information available online, and must indicate how it is to be provided with notices and other information containing personal information.

### **Notice for purposes of prevention and early intervention**

33. To give priority to preventive care within the meaning of section 14 of *Canada's Act respecting First Nations, Inuit and Métis children, youth and families*, an external protection authority must contact the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat at the earliest reasonable opportunity in order to meet family needs, provide coordination, ensure and support best interests and cultural continuity further to Part 4, and enhance services associated with family support including prevention and early intervention.

### **Notice points set by regulation**

34. An external service provider must contact the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat at the notice points prescribed by regulation, and in compliance with any other requirements prescribed by regulation.

### **Notice points – significant measures**

35. The notice points prescribed in s. 34 (Notice points set by regulation) are to be treated as significant measures within the meaning of s. 12 of *Canada's Act respecting First Nations, Inuit and Métis children, youth and families*.

### **Status in legal proceedings**

36. The Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat is a party to every legal proceeding within or connected to child and family services involving an Inuvialuk child or youth.
  - a. A court or tribunal or other decision-making body hearing such a proceeding must recognize the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat as a party with the same procedural rights as other parties.
  - b. An external protection authority must name the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat as a party if commencing such a proceeding.
  - c. If such a proceeding is commenced without the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat being named as a party:
    - i. An external protection authority involved in or aware of the proceeding must immediately inform the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat.

- ii. A court or tribunal or other decision-making body hearing the proceeding must add the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat upon its request, for which a formal application or motion in writing is not required.

### **Inclusion in case planning etc.**

- 37. In a matter within or connected to child and family services involving an Inuvialuk child or youth, an external protection authority must include the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat within case planning, case conferences, in the creation of agreements or plans, and in any mediation or alternative dispute resolution.
  - a. In this section, to “include” the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat means the external protection authority must consider the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat a member of an applicable committee or group, must invite the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat to relevant meetings including those held virtually or by phone, and must consider the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat a necessary party to agreements and plans in which signatures are normally provided.
  - b. The Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat may waive its participation in writing.

### **Parent access to independent legal assistance**

- 38. An external protection authority providing protection services to an Inuvialuk child must ensure the child’s parents have sufficient access to independent legal assistance in connection with those services.
  - a. In this section, “sufficient access” is proportional to:
    - i. the parent’s reasonable financial need with consideration of northern costs;
    - ii. the parent’s reasonable ability to access legal assistance otherwise with consideration to northern contexts, and consideration to language and cultural barriers; and

- iii. the parent's needs associated with the circumstances of the case, particularly if family separation is contemplated or has occurred.

### **Support to parents**

39. An external protection authority providing protection services to an Inuvialuk child must make reasonable efforts to ensure supports are provided to the child's parents in the interests of avoiding family separation, or, if family separation has occurred, in the interests of promoting reunification, to the extent reasonably possible in the child's best interests.

### **Continuation of youth services, transitional services**

40. If an Inuvialuk child or youth is or was receiving child or youth protection services in their capacity as a child or youth, the external protection authority providing those services must make youth services or transitional services available to meet their reasonable needs up to and including age 29.
  - a. An external protection authority must coordinate with the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat to address gaps between existing services and the requirements of this section.
  - b. Nothing in this section requires the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat to provide any services without its agreement to do so.
  - c. This section supplements but does not replace existing services.
  - d. A greater existing service, such as a service or benefit that applies at or above age 30, continues and is not affected by this section.

### **Cultural competency training**

41. The Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat may, by policy directive, establish a cultural competency training program and related requirements.

### **Cultural competency training – obligation of external protection authority**

42. Every external protection authority that serves Inuvialuit children or youth in child and family services must ensure that its staff serving Inuvialuit children or youth, or making decisions with respect to Inuvialuit children or youth,

receive the cultural competency training set out by a policy directive under s. 41 (Cultural competency training).

### **Regulations – child and family services from external protection authorities**

43. Inuvialuit Regional Corporation may make regulations further to this Part.

## **PART 8: INUVIALUIT CHILD AND FAMILY SERVICES**

### FAMILY SUPPORT

#### **Regulations – family support**

44. Inuvialuit Regional Corporation may make regulations on family support services and further to any of the following purposes relating to family support:
- a. Keeping Inuvialuit families safely together;
  - b. Helping Inuvialuit families to reunite safely together;
  - c. Promoting cultural continuity for Inuvialuit children and youth involved with child and family services; and
  - d. Assisting Inuvialuit children and youth to thrive wherever they live.

#### **Family support services – clarification as to scope**

45. Family support services may include supports to families of origin, custom adoptive families, foster families, youth living independently, and others.

#### **Family support services – application of regulation**

46. Unless otherwise specified, a regulation made under s. 44 (Regulations – family support) applies to everyone, including the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat as well as external protection authorities, other service providers, and other persons or entities.

### **Inuvialuit family support services and facilities**

47. The Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat is to develop family support services and establish service facilities further to the purposes set out in s. 44 (Regulations – family support).

### RESIDENTIAL SERVICES

#### **Regulations – residential services**

48. Inuvialuit Regional Corporation may make regulations on residential services related to child and family services.

#### **Residential services – clarification as to scope**

49. Without limiting the generality of s. 48 (Regulations – residential services), regulations under s. 48 may:
  - a. Regulate family-based out-of-home care for children or youth, such as foster care;
  - b. Regulate staffed out-of-home care facilities for children or youth; and
  - c. Regulate supportive housing facilities for youth, older children, or transitioning families.

#### **Inuvialuit residential services**

50. The Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat may operate or establish or approve residential services in compliance with applicable laws and regulations.

### CHILD PROTECTION SERVICES

#### **Regulations – child protection services**

51. Inuvialuit Regional Corporation may make regulations on child protection services.

#### **Child protection services – responsibilities under a regulation**

52. Regulations under s. 51 (Regulations – child protection services) may assign responsibilities to the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat but

may not assign direct child protection service responsibilities to Inuvialuit Regional Corporation or to the Inuvialuit Social Development Program.

### **Inuvialuit child protection services**

53. If a regulation is made under s. 51 (Regulations – child protection services), the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat is to provide such child protection services as it may be assigned under that regulation.

### **Inuvialuit child protection services – limitation**

54. The Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat is not to provide child protection services until a regulation under s. 51 (Regulations – child protection services) is in force, unless Inuvialuit Regional Corporation, by board resolution, has approved of an agreement that provides for such services in compliance with applicable laws and regulations.

## YOUTH & TRANSITIONAL SERVICES

### **Regulations – youth & transitional services**

55. Inuvialuit Regional Corporation may make regulations on:
  - a. youth services, and
  - b. transitional services, including to assist children or youth formerly in care, to assist families with reunification, or to assist with other transitions in connection with child and family services.

### **Inuvialuit youth & transitional services**

56. The Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat may provide such youth services and transitional services as it determines, in compliance with applicable laws and regulations.

## CUSTOM ADOPTION

### **Regulations – Custom adoption**

57. Inuvialuit Regional Corporation may make regulations on Inuvialuit custom adoption.



OTHER

**Regulations – Other**

58. Inuvialuit Regional Corporation may make regulations for any other aspect of child and family services not otherwise described in this law.

**PART 9: DECISION-MAKING AND DISPUTE RESOLUTION**

**Regulations – decision-making and dispute resolution**

59. Inuvialuit Regional Corporation may make regulations on decision-making and dispute resolution in child and family services.

**Decision-making and dispute resolution – clarification as to scope**

60. Without limiting the generality of s. 59 (Regulations – decision-making and dispute resolution), regulations further to s. 59 may:
- a. provide for alternative dispute resolution mechanisms;
  - b. establish one or more bodies for purposes of decision-making, or dispute resolution, including judicial bodies, and including any review or appeal of decisions;
  - c. replace or supplement existing court functions in child and family services;
  - d. replace or supplement the internal complaints process in s. 68 (Complaint regarding the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat); and
  - e. create final and binding decisions.

**Continuation of existing jurisdiction of a court etc.**

61. Except as set out in regulations, this law does not change the jurisdiction of a court or tribunal or other decision-making body to hear a child and family services matter.

## **PART 10: ENFORCEMENT**

### **Regulations – enforcement**

62. Inuvialuit Regional Corporation may make regulations on the enforcement of this law.
  - a. Regulations on administrative monetary penalties must be in force in order for such penalties to be imposed.

### **Enforcement generally**

63. Every external protection authority, every federal or provincial or territorial government or entity such government created, and every service provider other than the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat, who contravenes any provision of, or fails to perform a duty imposed by or under:
  - a. this law,
  - b. its regulations,
  - c. or a previously issued notice of violation under this section,commits a violation and is liable to a warning, a requirement to attend mediation, or the imposition of an administrative monetary penalty.

### **Enforcement – further provisions**

64. Further to s. 63 (Enforcement generally):
  - a. The Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat has full discretion as to whether to take any enforcement action, and at what level.
  - b. A lack of enforcement action does not constitute any form of waiver or condonement, and may not be relied on as a defence to any failure to comply including a future or continued failure to comply.

### **Enforcement in legal proceedings**

65. If, in a legal proceeding that is within or connected to child and family services to an Inuvialuk child or youth, there is a failure to comply with this law or its regulations that could reasonably be expected to affect Inuvialuit

participation in the legal proceeding, the court, tribunal or other decision-making body hearing the matter may not make any order in the matter until 90 days after the failure to comply has been remedied, except for any interim orders necessary in the best interests of the child or youth.

### **Meaning of “failure to comply” in legal proceedings**

66. In s. 65 (Enforcement in legal proceedings), a “failure to comply with this law or its regulations that could reasonably be expected to affect Inuvialuit participation in the legal proceeding” includes, for greater certainty:
- a. a failure to name the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat as a party to the proceeding further to s. 36 (Status in legal proceedings);
  - b. a failure to include the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat in case planning, case conferences, the creation of agreements or plans, and in any mediation or alternative dispute resolution, that relate to the same matter, further to s. 37 (Inclusion in case planning etc.); and
  - c. a failure to provide the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat with disclosure and timely access to relevant information in the matter further to Part 6 (Information).

### **If order made contrary to s. 65**

67. If a court, tribunal or other decision-making body makes an order contrary to s. 65 (Enforcement in legal proceedings), that order is null and void, except that any part of the order that deals with an interim matter necessary in the best interests of the child or youth remains in force and is deemed to be an interim order.

### **Complaint regarding the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat**

68. An individual who is or was in receipt of child and family services by the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat, or who feels they could or should have been in receipt of such child and family services, may bring a complaint in respect of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat as follows:

- a. The individual must first seek to resolve the matter directly with the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat, in compliance with any process the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat may provide, and the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat will consider the matter and reach a decision.
- b. If the individual has completed the process in subsection (a) of this section but believes the matter was not reasonably considered, the individual may, in writing, seek an appeal by writing to the Executive Director of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat.
- c. The Executive Director, upon receipt of an eligible request for appeal under subsection (b) of this section, must refer the matter to the appointed senior employee or employees of the Inuvialuit Regional Corporation.
- d. In subsection (c) of this section, the “appointed senior employee or employees of the Inuvialuit Regional Corporation” is one to three persons appointed for such purpose by the Chair of the Inuvialuit Regional Corporation, and the Chair may appoint such person or persons in a particular case or as a standing appointment.
- e. The appointed senior employee or employees of the Inuvialuit Regional Corporation will hear the appeal in the manner they choose, and reach a decision with reasons.
- f. The appeal decision issued under subsection (e) of this section is final and binding.

## **PART 11: GENERAL**

### **Family connected to another Indigenous nation**

69. If an Inuvialuk child or youth interacting with the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat under this law is connected to another Indigenous nation in addition to being Inuvialuk within the meaning of this law, the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat is to reach out to representatives of the other nation, and seek to explore their views and any applicable laws they have, with the aim of reaching consensus in the best interests of the child or youth.

### **Regulations – family connected to other Indigenous nation**

70. Inuvialuit Regional Corporation may make regulations as to the resolution of disputes or conflict of laws in the circumstances of s. 69 (Family connected to another Indigenous nation).

### **Limitation on personal liability of individuals acting in good faith**

71. No action may be instituted against an employee, officer, contractor, or director of:

- a. the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat,
- b. the Inuvialuit Regional Corporation,
- c. the Inuvialuit Social Development Program,
- d. an Inuvialuit community corporation, or of
- e. any entity established under this law including under a regulation,

for any act done in good faith in the execution or intended execution of the person's duty or power under this law or for an alleged neglect or default in good faith in the execution of that duty or power.

### **Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat responsible for own duties, powers, conduct**

72. No action or other proceeding may be instituted against the Inuvialuit Regional Corporation, the Inuvialuit Social Development Program, an Inuvialuit community corporation, or another Inuvialuit corporation or trust, for any act or omission of the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat, including:

- a. Any act done in the execution or intended execution of a duty or power under this law that is held by the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat; or
- b. Any alleged neglect or default in the execution of a duty or power under this law that is held by the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat.

### **Inuvialuit not liable for external conduct**

73. No action or other proceeding may be instituted against the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat, the Inuvialuit Regional Corporation, the Inuvialuit Social Development Program, an Inuvialuit community corporation, or another Inuvialuit corporation or trust, for any act or omission of:
- a. an external protection authority,
  - b. a provincial or territorial or federal government,
  - c. a service provider external to Inuvialuit governance; or
  - d. a member, director, officer, employee or agent of any of the above.

### **External conduct – clarification**

74. In s. 73 (Inuvialuit not liable for external conduct), an act or omission includes any act done in the execution or intended execution of a duty or power under this law, and any alleged neglect or default in the execution of a duty or power under this law.

### **Regulations – any other purposes**

75. Inuvialuit Regional Corporation may make regulations for any purposes incidental to this law or related to the implementation of this law.

### **Regulations – full discretion**

76. Inuvialuit Regional Corporation has full discretion as to whether and when to make regulations on any matter under this law, and whether such regulations are to be separate or consolidated.

### **Regulations – functions may be assigned**

77. Inuvialuit Regional Corporation may, by regulation, assign any function to the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat.

### **Regulations – approval**

78. A regulation made under this law must be approved by a majority of a quorum of the board of Inuvialuit Regional Corporation.

### **Regulations – coming into force**

79. Unless otherwise set out in the regulation, a regulation made under this law comes into force on the day after it is published.

### **Regulations – effect of**

80. A regulation made under this law has the same force of law as this law.

### **Regulation – prevails over other laws**

81. To the extent this law has the power to prevail over a territorial, provincial, federal or other law, then a regulation made under this law has that same power.

### **Coordination Agreement**

82. Inuvialuit Regional Corporation may conclude a Coordination Agreement in relation to this law, as referred to in s. 20 (2) of *Canada's Act respecting First Nations, Inuit and Métis children, youth and families*, and may conclude or authorize related fiscal agreements and other related agreements, and may amend, terminate or replace such agreements as it determines.

### **Agreements with respect to non-Inuvialuit**

83. Inuvialuit Regional Corporation may enter into agreements that provide for either or both of:
- a. the delivery of Inuvialuit child and family services to non-Inuvialuit, in specified locations or situations, if the agreement is with the service provider that would otherwise provide the service or with the government having jurisdiction; and
  - b. the application of this law to non-Inuvialuit, in specified locations or situations, if the agreement is with the government having jurisdiction, and if such an agreement is made this law applies to the extent provided for in that agreement.

### **General implementation – Inuvialuit Regional Corporation**

84. Inuvialuit Regional Corporation may conclude other agreements, do any thing, or authorize anyone to do any thing, otherwise consistent with this

law, for the implementation, administration or enforcement of this law or for incidental purposes.

### **General implementation – Inuvialuit Social Development Program**

85. The Inuvialuit Social Development Program may conclude other agreements, do any thing, or authorize anyone to do any thing, otherwise consistent with this law, and consistent with any valid directions of Inuvialuit Regional Corporation, for the implementation, administration or enforcement of this law or for incidental purposes.

### **General implementation – Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat**

86. The Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat may conclude other agreements, do any thing, or authorize anyone to do any thing, otherwise consistent with this law, and consistent with any valid directions of Inuvialuit Regional Corporation and of the Inuvialuit Social Development Program, for the implementation, administration or enforcement of this law or for incidental purposes.

## **PART 12: TRANSITIONAL, OTHER**

### **Transitional provision on existing legal proceedings**

87. In a legal proceeding subject to s. 36 (Status in legal proceedings) that commenced prior to the date that section comes into force, subsection (c) (i) of that section is modified in that an external protection authority aware of such a proceeding must notify the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat of the proceeding within 30 days after that section comes into effect, and the remainder of that section applies.

### **Inactive or closed files**

88. This law applies to inactive or closed child and family services matters, and for greater certainty, s. 19 applies (Right to all information), and the Inuvialuit Qitunrariit Inuuniarnikkun Maligaksat may request information on an inactive or closed file further to s. 21 (d) or s. 22 (a) (Occasions for provision of information).



**Publication of this law**

89. Inuvialuit Regional Corporation is to ensure the publication of this law online or in another accessible manner.

**Publication of regulations**

90. Inuvialuit Regional Corporation is to ensure the publication of any regulations under this law online or in another accessible manner.

**Review within 5 years**

91. This law is to be reviewed by Inuvialuit Regional Corporation within 5 years from the day any of its provisions first come into force, and after that within 5 years from each prior review.

**Coming into force**

92. The provisions of this law come into force on a day or days to be fixed by the Chair of the board of the Inuvialuit Regional Corporation.
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