

CANADIAN HUMAN RIGHTS TRIBUNAL

BETWEEN:

**FIRST NATIONS CHILD AND FAMILY CARING SOCIETY OF CANADA and ASSEMBLY OF
FIRST NATIONS**

Complainants

-and-

CANADIAN HUMAN RIGHTS COMMISSION

Commission

-and-

**ATTORNEY GENERAL OF CANADA
(representing the Minister of Indigenous Services Canada)**

Respondent

-and-

**CHIEFS OF ONTARIO, AMNESTY INTERNATIONAL CANADA and
NISHNAWBE ASKI NATION**

Interested Parties

**EXHIBIT BOOK TO THE AFFIDAVIT OF GRAND CHIEF ALVIN FIDDLER
(VOLUME I of III)**

Dated: March 7, 2025

FALCONERS LLP

Barristers-at-Law

10 Alcorn Avenue, Suite 204

Toronto, Ontario M4V 3A9

Tel.: (416) 964-0495

Fax: (416) 929-8179

Julian N. Falconer (L.S.O. No. 29465R)

Meaghan Daniel (L.S.O. No. 72510P)

Asha James (L.S.O. No. 56817K)

Shelby Percival (L.S.O. No. 82855R)

Lawyers for the Interested Party

Nishnawbe Aski Nation

TAB 1

This is Exhibit "A" referred to in the
Affidavit of Grand Chief Alvin Fiddler sworn
before me, on this 7th day of March 2025.



A Commissioner for taking affidavits, etc.
Asha James
LSO # 56817K



Nishnawbe Aski Nation

ᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱ

(807) 623-8228
[FAX] (807) 623-7730



nan.ca



100 Back Street, Unit 200
Thunder Bay, ON P7J 1L2



In May 2016, NAN was granted intervenor status by the Canadian Human Rights Tribunal (“CHRT”) to inform the remedies stage of the decision. Since then, NAN has been contributing to the ongoing work toward both compensating victims of Canada’s discrimination, and reforming the system that caused the discrimination, including the 1965 Indian Welfare Agreement in Ontario.

Further, in 2019, *An Act Respecting First Nations, Inuit, and Metis Children, Youth and Families*, became federal law and recognized First Nation jurisdiction over child and family services as an inherent right of self-government. As a result, several NAN-affiliated First Nations are considering or already asserting their jurisdiction and developing their own child and family services laws.

The shifts noted above, among others, have led to an evolution of the scope and mandate of NAN’s CCCYF. These updated Terms of Reference reflect this evolution and support the CCCYF fulfilling its mandate in the current context.

3.0 MANDATE

Pursuant to Resolution 24/**, the CCCYF is mandated by NAN Chiefs in Assembly to:

- Provide guidance and direction to the NAN Executive Council with respect to all advocacy, policy, and NAN program matters impacting children, youth, and families, on behalf of all NAN-affiliated First Nations;
- Support, report to, and provide recommendations to Chiefs-in-Assembly.

The CCCYF is accountable to the Chiefs-in-Assembly.

4.0 ROLE AND RESPONSIBILITIES

The role of the Committee is to provide technical support, guidance, and direction to the NAN Executive Council, particularly the Executive Council member(s) who hold(s) the social services portfolio(s), and, through the appropriate NAN Executive Council member(s), to the NAN director(s) of programs within the portfolio(s).

The Committee’s responsibilities include, but are not limited to:

- Direct and support negotiations that NAN participates in with federal, provincial, territorial or municipal governments on behalf of First Nations affiliated with NAN.
- Help identify key social issues and assist in establishing advocacy and coordination priorities based on the identified key issues.
- Undertake broad policy discussions, with explicit input from, consultation and



communication with NAN First Nations communities.

- Receive and review reports and research on broad topics to support First Nations social initiatives and federal, provincial, and municipal policy development that supports First Nations goals and priorities.
- Identify efficacy of existing social programs and initiatives with respect to NAN First Nations.
- Maintain awareness of social issues impacting the wellbeing of NAN children, youth, and families.
- Actively participate in meetings through attendance, discussion, and reviewing of minutes, papers, and other Committee documents.
- Support open discussion and debate, and encourage fellow Committee members to share their insights.
- Providing regular updates to community leadership on the activities of the NAN Social Services Departments

5.0 MEMBERSHIP

5.1 Voting Members

Voting members of the CCCYF include:

- One Chief representing each of the seven Tribal Councils; and
- One or more Chiefs representing First Nations not affiliated with a Tribal Council.

5.2 Non-Voting Members

Non-voting members of the CCCYF include:

- NAN Deputy Grand Chief holding social services portfolio(s);
- one Oshkaatasik Council member;
- one Women's Council member;
- one Elder to be appointed by the Committee;
- the Executive Director or other representative of Kuuwanimano Child and Family Services;
- the Executive Director or other representative of Tikinagan Child and Family Services; and
- the Executive Director or other representative of Payukotayno James and Hudson Bay Family Services.

The Committee may invite First Nation Representatives ("Band Reps"), Ontario Works True North Division representatives, and/ or other relevant representatives as needed to attend Committee meetings to support technical discussions as needed.



Nishnawbe Aski Nation

ᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱ

(807) 623-8228
[FAX] (807) 623-7730



nan.ca



100 Back Street, Unit 200
Thunder Bay, ON P7J 1L2



Full membership will consist of voting and non-voting members.

5.3 Proxies

Each Chief on the Committee may designate a proxy of their choosing to attend any or all Committee meetings. Designated proxies will have the voting powers of the Chiefs by whom they are designated. Proxy designation by a Chief must be made in writing.

5.4 Chair

A Chair and Vice-Chair may be selected by a majority vote of Committee members. The Chair shall:

1. Be familiar with all items on the agenda and the reason for their discussion at the meeting;
2. Confirm that the meeting has been duly called and is properly constituted;
3. Start and finish or adjourn the meeting according to the schedule;
4. Introduce guests or observers at the beginning of the meeting;
5. Conduct the meetings in an orderly way, ensuring all members are provided full opportunity to express their opinions;
6. Limit discussion to the matters within the scope of the meeting agenda;
7. Call for votes and declare the results of votes, where votes are required; and
8. Ensure that a record of the meeting, including decisions made, is kept and circulated to members in a timely manner following meetings of the Committee.

The Vice-Chair shall fulfill the duties of the Chair in the event of the Chair's absence.

6.0 MEETINGS

6.1 Frequency

The Committee shall meet as often as required, but at least four (4) in-person meetings will be held per year, including at least one meeting in each quarter of the calendar year.

6.2 Structure

Voting members will have the opportunity to convene prior to a full membership meeting.

6.3 Notice, Agendas, and Minutes

NAN staff will provide Committee members at least four (4) weeks notice of meetings, including a call for agenda items. NAN staff will provide a meeting package containing the agenda, record of the



Nishnawbe Aski Nation

ᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱ

(807) 623-8228
[FAX] (807) 623-7730



nan.ca



100 Back Street, Unit 200
Thunder Bay, ON P7J 1L2



previous meeting, and any other relevant documentation to Committee members at least three (3) business days in advance of a committee meeting. NAN staff will circulate a meeting summary to all Committee members in a timely manner following each meeting.

6.4 Urgent/Emergency Meetings

Meetings may be called on an urgent/emergency basis, in which case NAN staff will provide members as much notice of the meeting as possible under the circumstances.

6.5 Administrative Support Staff

Support for the Committee will be provided by the NAN Director(s) of Social Services, and their designated staff, who will assume administrative responsibilities with respect to meeting logistics and reporting.

6.6 Quorum and Decision-making

A quorum will consist of 50% plus one of the voting member positions that are occupied by an identified Chief as of the date and time of the meeting.

The Committee will attempt to make decisions and recommendations on a consensus basis. However, where consensus is not achieved, the Committee will make decisions and recommendations through a majority vote, requiring support from 50% plus one of Committee members present at the meeting.

6.7 Attendance

In Committee meetings held virtually, or as a hybrid virtual and in-person meeting, virtual attendance is considered attendance.

7.0 TRAVEL EXPENSES

NAN will provide financial reimbursement for the cost of travel, accommodation, and meal expenses, with respect to attending Committee meetings, for all voting and non-voting members, in accordance with the NAN Finance Policies.

8.0 HONORARIA

Honoraria will be provided to Chiefs, proxies, and Council representative Committee members, in accordance with the NAN Finance Policies.



Nishnawbe Aski Nation

ᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱ

(807) 623-8228
[FAX] (807) 623-7730



nan.ca



100 Back Street, Unit 200
Thunder Bay, ON P7J 1L2



9.0 REVIEW OF THE TERMS OF REFERENCE

These Terms of Reference are subject to review from time to time, as deemed appropriate by the members of the Committee, by the NAN Chiefs in Assembly, or by the NAN Executive Council. These Terms of Reference may be amended only by resolution of the NAN Chiefs in Assembly.

TAB 2

This is Exhibit "B" referred to in the
Affidavit of Grand Chief Alvin Fiddler sworn
before me, on this 7th day of March 2025.



A Commissioner for taking affidavits, etc.
Asha James
LSO # 56817K

Terms of Reference for Remoteness Quotient Table

*Canadian Human Rights Tribunal: "The [First Nations Child and Family Service] FNCFS Program, corresponding funding and other related provincial/territorial agreements intend to provide funding to ensure the safety and well-being of First Nations children on reserve by supporting culturally appropriate child and family services that are meant to be in accordance with provincial/territorial legislation and standards and be provided in a reasonably comparable manner to those provided off-reserve in similar circumstances. However, the evidence above indicates that AANDC is far from meeting these intended goals and, in fact, that First Nations are adversely impacted and, in some cases, denied adequate child welfare services by the application of the FNCFS Program and other funding methods."*¹

1. Context

Nishnawbe Aski Nation ("**NAN**") and the Government of Canada ("**Canada**") jointly acknowledge the decision of the Canadian Human Rights Tribunal ("CHRT") in *First Nations Child and Family Caring Society of Canada et al v Attorney General of Canada et al*, 2016 CHRT 2 ("Caring Society").

NAN and Canada jointly recognize the "legacy of stereotyping and prejudice through colonialism, displacement and residential schools".²

NAN and Canada jointly recognize that a "standardized, one-size-fits-all approach to determining funding for remote agencies affects their overall ability to provide services and results in adverse impacts for many First Nations children and families."³

NAN and Canada jointly recognize the unique challenges and "added time and expense"⁴ of delivering child welfare services to remote access communities in the North.

NAN and Canada jointly recognize that the effects of remoteness on Indigenous child welfare agencies in Northern Ontario are exacerbated by "extraordinary infrastructure deficits"⁵ and "distinct differences"⁶ between Indigenous and non-Indigenous child welfare agencies. NAN and Canada jointly recognize that "INAC does not currently provide funding for remoteness in [Ontario], as the Department did not have sufficient data and information on which to base calculations for funding."⁷

¹ *First Nations Child and Family Caring Society of Canada et al v Canada*, 2016 CHRT 2 at para 383.

² *First Nations Child and Family Caring Society of Canada et al v Canada*, 2016 CHRT 2 at para 402

³ *First Nations Child and Family Caring Society of Canada et al v Canada*, 2016 CHRT 16 at para 81

⁴ *First Nations Child and Family Caring Society of Canada et al v Canada*, 2016 CHRT 2 at paras 231-233.

⁵ *First Nations Child and Family Caring Society of Canada et al v Canada*, 2016 CHRT 2 at para 244.

⁶ *First Nations Child and Family Caring Society of Canada et al v Canada*, 2016 CHRT 2 at para 234.

⁷ INAC compliance report, October 31, 2016.

NAN and Canada jointly recognize the “denials of service and adverse effects”⁸ caused for First Nation families by the absence of an equitable and sustainable funding model for culturally appropriate Indigenous child welfare services and the need for First Nations and the federal and provincial governments to work together to develop such a model.

2. Guiding Principles

The guiding principles at the foundation of the partnership between NAN and Canada include:

- The importance of collaboration and transparency to ensure open and informed lines of communication;
- The primacy of the best interest of the child;
- The need for an equitable and evidence-based child welfare funding model that is responsive to geographic remoteness, community needs and infrastructure, and cultural traditions; and
- The need for a sound empirical basis for funding calculations.

3. Mandate

This Table is intended to allow NAN and Canada to collaborate in the spirit of reconciliation on solutions to the deficiencies in remoteness funding for Indigenous child welfare that were found by the CHRT. The objective is to develop a remoteness quotient that can be used for funding First Nation child welfare agencies that serve various remote communities. NAN and Canada will develop a process for obtaining expert advice on this remoteness quotient. NAN and Canada will develop mutually agreeable remedies related to a remoteness quotient for joint presentation to the CHRT for implementation in the remedy phase of the Caring Society proceedings in accordance with the herein terms of reference and the attached Schedule A being correspondence from NAN to Canada of January 19, 2017.

NAN and Canada will discuss the needs of NAN communities relating to remoteness in the context of the CHRT’s order that Canada “cease its discriminatory practices and reform the FNCFS Program and 1965 Agreement to reflect the findings” of its decision.⁹ The agenda for these discussions will be informed by the expertise of child welfare providers, First Nation leadership, and appropriate government representatives.

NAN and Canada do not speak for any of the other parties to the Caring Society proceedings, but recognize that the work of the Table may inform remedies that will affect other organizations.

4. Scope

⁸ *First Nations Child and Family Caring Society of Canada et al v Canada*, 2016 CHRT 2 at para 392.

⁹ *First Nations Child and Family Caring Society of Canada et al v Canada*, 2016 CHRT 2 at para 481.

NAN and Canada will engage in collaborative discussions with respect to the child welfare funding deficiencies identified by the CHRT regarding remoteness as they impact NAN. Any additional child welfare issues that are jointly identified by NAN and Canada and agreed to may be addressed.

Specific topics that are within the scope of the Table include:

- Collection and analysis of empirical data from all relevant sources to inform remoteness funding for Indigenous child welfare;
- An immediate update to the Barnes Report using data from the 2006 census and 2011 national household survey;
- A further update to the Barnes Report using data from the 2016 census;
- The design and implementation of a direct survey of First Nations in northern Ontario with respect to community needs and infrastructure as it relates to child welfare;
- Development and implementation of a new funding formula to address geographical remoteness;
- The unique history, culture, and socioeconomic circumstances of NAN communities;
- The unique challenges faced by Indigenous child welfare agencies in the North, including infrastructure and human resources deficits;
- Implementation of evidence-driven measures to ensure stable and equitable remoteness funding for Indigenous child welfare in the short, medium, and long term;
- Ongoing monitoring and evaluation of remoteness funding models to measure effectiveness; and
- Any other issues related to remoteness funding, the findings of the CHRT, and as agreed upon by NAN and Canada.

5. Membership

The Parties to the Table are NAN and Canada, as represented by the delegates chosen by each Party. Where appropriate, NAN and/or Canada may consult with other parties outside of this Table, on a confidential and without prejudice basis, regarding issues discussed at the Table.

6. Procedure

Term: These terms of reference remain in effect until March 31, 2017 unless otherwise agreed upon by NAN and Canada.

Meetings: The Table shall aim to meet at least once per week. Meeting locations shall alternate to meet the needs of both Parties to the extent possible.

Levels of Negotiation: The Table shall meet either as a Political Table or a Technical Table. Political Table meetings shall include appropriate representatives of both Parties who are prepared to discuss all issues on the agenda and possess general decision-

making authority. Technical Table meetings shall include delegates with child welfare, economic, legal, or other appropriate expertise who are prepared to collaboratively develop the substantive materials for discussion by the Political Table. Certain delegates from both Parties may attend both Political and Technical Table meetings to ensure consistent and productive dialogue.

Quorum: Full attendance is encouraged but meetings may proceed as long as both Parties are represented.

Agenda: The Parties will rotate the responsibility of preparing an agenda for each meeting, in consultation with the other Party. The agenda and all other materials are to be circulated as soon as possible before each meeting, and in any event at least 24 hours in advance.

Minutes: Meeting minutes and action items are to be shared following each meeting.

Resourcing: Canada shall provide for the reasonable and adequate resourcing of Table meetings and supporting technical work.

Member Responsibilities:

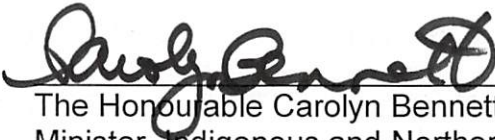
- Attend and actively participate at meetings;
- Work within the terms of reference;
- Raise and respond to relevant issues in discussion;
- Consider the needs of both Parties, work towards common goals, and negotiate collaboratively in good faith;
- Share relevant information to facilitate evidence-driven discussion;
- Undertake necessary preparatory or follow-up action;
- Seek approvals within their organization as appropriate and necessary;
- Explore all options to obtain consensus and resolve opposing viewpoints;
- Maintain confidentiality of discussions.

Further to the member responsibilities set out above, members are permitted to reference the existence of the Table but the substance of all discussions and these terms of reference will be confidential unless both NAN and Canada agree otherwise. These terms of reference and the proceedings of the Table are not to be used for any purpose except as expressly stated herein.

Dated this 10th day of MARCH, 2017.



Alvin Fiddler
Grand Chief, Nishnawbe Aski Nation



The Honourable Carolyn Bennett
Minister, Indigenous and Northern
Affairs Canada

TAB 3

This is Exhibit "C" referred to in the
Affidavit of Grand Chief Alvin Fiddler sworn
before me, on this 7th day of March 2025.



A handwritten signature in cursive script that reads "Asha James".

A Commissioner for taking affidavits, etc.
Asha James
LSO # 56817K



Government
of Canada

Gouvernement
du Canada

[Canada.ca](#) › [Indigenous Services Canada](#) › [Social programs](#)

› [Final settlement agreement on Compensation and Agreement-in-Principle for long-term r...](#)

Executive Summary of Agreement-in-Principle on Long-Term Reform

The Agreement-in-Principle on Long-Term Reform of the First Nations Child and Family Services (FNCFS) Program and Jordan's Principle ("Agreement-in-Principle on Long-Term Reform"), was signed December 31, 2021 by the following "Parties":

- Assembly of First Nations
- First Nations Child and Family Caring Society
- Chiefs of Ontario
- Nishnawbe Aski Nation
- Government of Canada

On this page

- [Update: July 2023](#)
- [Overview](#)
 - [Purpose](#)
 - [The FNCFS Program](#)
 - [Amount](#)
 - [Next Steps](#)
 - [Immediate Measures](#)
- [Details](#)

- Recipients of FNCFS Funding
- Funding Mechanisms
- Reformed CFS Funding Approach
- Elements of the Reformed CFS Funding Approach
- Provisions Specific to Remote Communities and Nishnawbe Aski Nation (NAN)
- Main Ontario-Specific Provisions
- National First Nations Secretariat
- Jordan's Principle
- Funding Review
- Reform of Indigenous Services Canada
- Implementation
- Consent Orders Sought from the Tribunal
- Dispute Resolution

Update: July 2023

In the discussions leading up to the Agreement-in-Principle on Long-Term Reform, a key aim was to enable First Nations and their authorized service providers to provide services that are:

- predictable
- evidence-informed
- based on the distinct needs and circumstances of their communities, children, youth, young adults and families

Research is underway to inform the development of a longer-term funding approach that recognizes these distinct needs and circumstances.

The Agreement-in-Principle on Long-Term Reform anticipated that:

- a final settlement agreement on long-term reform of the FNCFS Program ("final settlement agreement") would be complete by November 30, 2022
- a fully reformed FNCFS Program would be implemented April 1, 2023

However, these timelines no longer apply as the Parties continue to discuss and work towards a final settlement agreement.

Some of the funding and other reforms under the Agreement-in-Principle on Long-Term Reform, such as the immediate measures including prevention, post-majority support services and First Nations Representative Services, were implemented starting on April 1, 2022. Learn more:

- [Post-majority support services](#)
- [First Nations Representative Services](#)

Other reforms have not yet been implemented, including funding for information technology, results, emergencies, poverty, and remoteness.

Overview

The executive summary of the Agreement-in-Principle on Long-Term Reform below contains timelines that were originally agreed upon when it was signed in December 2021. Because a final settlement agreement is still being discussed and worked on by the Parties, some of the timelines listed in the executive summary are no longer applicable. Those timelines are identified below.

Purpose

The purpose of the Agreement-in-Principle on Long-Term Reform is to provide a framework for reform of the First Nations Child and Family Services Program (the "FNCFS Program"), for improved implementation of

Jordan's Principle, and to reform Indigenous Services Canada to prevent the recurrence of discrimination. These reforms aim to satisfy the Canadian Human Rights Tribunal ("the Tribunal") orders regarding discrimination perpetrated by Canada in its FNCFS Program and its narrow application of Jordan's Principle. The reforms, designed to be in the best interest of First Nations children, youth, young adults and families, also aim to ensure that the discrimination they have experienced is not repeated. The reforms will also respect and conform to First Nations jurisdiction based on the inherent right to self-determination, recognized and affirmed by section 35 of the *Constitution Act, 1982*.

The FNCFS Program

Indigenous Services Canada provides funding to First Nations child and family services agencies, which are established, managed and controlled by First Nations and delegated by provincial authorities to provide prevention and protection services. The Program also provides funding to First Nations for the delivery of culturally appropriate prevention and well-being services for First Nation children and families on reserve and in the Yukon, and will fund First Nations Representative Services.

Amount

The Agreement-in-Principle on Long-Term Reform dedicates \$19.807 billion over five years for reforming the FNCFS Program and for major capital relating to the FNCFS Program and Jordan's Principle. The Parties recognize that this amount does not include all program funding, such as for the implementation of Jordan's Principle.

Next Steps

In 2022, the Parties will undertake to negotiate and seek to conclude a final settlement agreement that will set out the details of long-term reform of the FNCFS Program, establish a path forward for reformed implementation of Jordan's Principle, and consider other initiatives to reform Indigenous Services Canada.

Immediate Measures

Canada will also implement the CHRT's orders to fund First Nations, FNCFS agencies and Jordan's Principle service providers for the purchase and construction of capital assets to assist in delivery of child and family services, First Nations Representative Services and Jordan's Principle services, and to support capital needs assessments and feasibility studies.

On **April 1, 2022**, Canada will begin funding:

- Prevention based on a formula that multiplies \$2,500 by the on-reserve First Nations population and the First Nations population in the Yukon (to be allocated among agencies and First Nations);
- First Nation Representative Services based on a formula that multiplies \$283 by the First Nations population on-reserve and in the Yukon (or \$332.9 million over five years for First Nations in Ontario - funded to First Nations);
- The actual costs of post-majority support services to former children in care up to and including the age of 25, or the age for post-majority services specified in the applicable provincial or Yukon legislation (whichever age is greater), and
- The National Assembly of Remote Communities (NARC) over a five-year period.

Details

The following describes the contents of the Agreement-in-Principle on Long-Term Reform, to be implemented by April 2023. ¹

Recipients of FNCFS Funding

First Nations and FNCFS service providers (which are organizations – most often FNCFS agencies – that provide FNCFS) will receive the funding. First Nations and FNCFS service providers will use the funding to deliver child and family services to First Nations children, youth and families on-reserve and in the Yukon.

Funding Mechanisms

Indigenous Services Canada will distribute funding to the recipients using block and flexible funding mechanisms. These mechanisms will allow the recipients to move funding across expenditure categories in order to meet the real needs of the children, youth and families they serve, and to roll over unused amounts into future years. Flexible funding will be available to recipients until they are able to transition to a block funding mechanism.

Reformed CFS Funding Approach

The Agreement-in-Principle outlines a reformed funding approach for the FNCFS Program (the "Reformed CFS Funding Approach"). The Reformed CFS Funding Approach draws from the work by the Institute of Fiscal Studies and Democracy ("IFSD") in its reports *Enabling First Nations Children to Thrive* ("Phase 1") and *Funding First Nations Child and Family Services (FNCFS): A performance budget approach to well-being* ("Phase 2"). IFSD's upcoming work, *Research for the Modeling of a Well-being Focused Approach for First Nations Child and Family Services Through Performance Budgeting*

("Phase 3"), will inform adjustments to the Reformed CFS Funding Approach as well as supports to transition First Nations and FNCFS service providers to the Reformed CFS Funding Approach.

Elements of the Reformed CFS Funding Approach

Until such time that a permanent arrangement is in place in April 2023¹, funding will be provided to those who are currently delivering the services, so that children, youth and families will not experience service disruptions in 2022-23. Meanwhile, the IFSD's Phase 3 work will inform a mid- to long-term strategy for transitioning to the reformed funding approach, which may include changing who receives the funding and delivers the services, in a way which ensures that children, youth and families do not experience service disruptions.

- **Baseline Funding for FNCFS Service Providers:** Baseline funding is provided based on the 2019-2020 expenditures of the FNCFS Program. Baseline Funding will increase year over year to reflect inflation and population growth.
- **Prevention:** Funding for prevention activities is provided based on a formula that multiplies \$2,500 by the First Nations population on-reserve and in the Yukon. Prevention funding will be allocated between First Nations and/or FNCFS service providers that deliver prevention services.
- **First Nation Representative Services (previously known as Band Representative Services):** Funding for First Nation Representative Services is provided to each First Nation based on a formula that multiplies \$283 by the First Nations population on-reserve (with the exception of First Nations in Ontario) and in the Yukon (for First Nations in Ontario, see *Main Ontario-Specific Elements*).

- **Information Technology:** Additional top-up funding for information technology is provided in an amount equivalent to 6% of Baseline Funding.
- **Results:** Additional top-up funding for results is provided in an amount equivalent to 5% of Baseline Funding. This supports the implementation of the Measuring to Thrive framework premised on well-being indicators in relation to child, family and community outcomes.
- **Emergency Fund:** Additional top-up funding for an emergency fund is provided in an amount equivalent to 2% of Baseline Funding. This fund will support responses to unanticipated circumstances affecting or related to the provision of FNCFS.
- **Poverty:** Additional top up funding is provided to address poverty gaps.
- **Post-Majority Support Services:** Additional funding is provided for post-majority support services for youth aging out of care and young adults formerly in care, up to and including the age of 25 or the age for post-majority services specified in the applicable provincial or Yukon legislation (whichever age is greater).
- **Capital:** Additional top up funding is provided for the purchase and/or construction of capital assets needed to support the delivery of FNCFS and/or Jordan's Principle services to First Nations children, youth or families on-reserve or in the Yukon, and for needs assessments and feasibility studies for such capital assets.

Additional investments over and above the \$19.807 billion may be required in order to achieve long-term reform, informed by measures including but not limited to, periodic funding reviews, IFSD Phase 3 and future First Nations authorized research, including needs assessments for First Nations that are not served by an FNCFS agency.

Provisions Specific to Remote Communities and Nishnawbe Aski Nation (NAN)

- **Remoteness Funding:** The Agreement-in-Principle recognizes the barriers that impact remote First Nation communities, including governance issues and increased costs associated with remoteness. Canada will index funding to account for the increased costs of delivering child and family services in remote communities. The indexing will apply to Baseline Funding and to additional top-up funding for prevention, information technology, results, the emergency fund and poverty. Canada will collaborate with First Nations to develop a methodology to account for remoteness costs on a national basis, building on the Remoteness Quotient Adjustment Factor (RQAF) methodology developed by the NAN-Canada Remoteness Quotient Table.
- **National Assembly of Remote Communities (NARC):** Canada will fund a NARC-Canada Remoteness Table to develop a First Nations-sighted, evidence-based statistical model to estimate the increased costs associated with remoteness and in relation to providing child and family services in remote communities across the country. Canada will continue discussions with Nishnawbe Aski Nation about how to test different approaches to addressing the needs of remote communities with a sample of remote communities from across the country.
- **Remoteness Secretariat:** Nishnawbe Aski Nation and Canada will establish a dedicated Remoteness Secretariat with the primary responsibility for addressing remoteness issues. Canada will provide funding to this Secretariat. The Remoteness Secretariat will collect and analyze data in support of the NARC-Canada Remoteness Table, serve as a hub for best practices, and disseminate research and tools to

assist First Nations and FNCFS service providers in accounting for remoteness issues including increased costs.

- **Choose Life:** Canada will continue to fund Choose Life, which is an important suicide prevention program funded through Jordan's Principle for youth in Nishnawbe Aski Nation communities, at least at current funding levels before the Final Settlement Agreement is concluded. Long-term funding for Choose Life will be agreed upon in the Final Settlement Agreement. To inform long-term funding and reform of Jordan's Principle, Nishnawbe Aski Nation and Canada will formalize a high-level dialogue through a Choose Life Table based on agreed upon Terms of Reference.

Main Ontario-Specific Provisions

- **First Nation Representative Services:** Canada will begin to flow funding of \$332.9 million over five years on April 1, 2022, to First Nations or to service providers that First Nations indicate should receive the funding. No First Nations Representative Services program will be funded in an amount lower than its highest annual funding amount between 2019-2020 and 2020-2021. Funding for First Nations Representative Services at actual costs will end on March 31, 2023.¹
- **Capital:** Canada will provide funding to First Nations for the purchase and/or construction of capital assets to support the delivery of First Nation Representative Services or prevention activities to First Nations children, youth or families on-reserve. Canada will also fund needs assessments and feasibility studies for such capital assets.
- **1965 Canada-Ontario Agreement.** Canada and the Chiefs of Ontario will determine an approach to reforming the 1965 Agreement (this approach will include reaching out to the Government of Ontario). Regardless of the 1965 Agreement's status, FNCFS agencies and service

providers in Ontario will benefit from the Reformed CFS Funding Approach to the same extent as FNCFS agencies and service providers outside Ontario.

National First Nations Secretariat

An independent and technical Secretariat function will be established to assist First Nations and FNCFS service providers through data collection, analysis, and operational support. The Secretariat will share research and tools to help in the transition to the Reformed CFS Funding Approach. The Secretariat is not necessarily envisioned as one organization, but rather could be a network that builds on existing First Nations regional and national capacity.

Jordan's Principle

Canada will take urgent steps to implement the measures set out in a work plan to improve outcomes under Jordan's Principle, based on ISC's compliance with the Tribunal's orders. The work plan specifically includes commitments to:

- Identify, respond to and report on urgent requests;
- Develop and implement Indigenous Services Canada internal quality assurance measures, including training on various topics, a complaint mechanism, and an independent office to ensure compliance;
- Ensure privacy is protected, that least intrusive approach is used, and for the parties to engage the Privacy Commissioner;
- Ensure that professional recommendations are respected, and that clinical case conferencing only takes place where reasonably required to ascertain needs;
- Ensure that reapplications and/or cessation or disruption in funding, and/or payment procedures do not negatively impact First Nations

children;

- Increase national consistency and standards, especially with respect to group requests, develop and implement tracking to achieve this, and provide for re-review;
- Increase specificity and personalization in denial rationales with prompt communication to requestor;
- Implement "Back to Basics" approach and culture change to determination of Jordan's Principle requests; and
- Identify mechanisms for off-reserve capital where required to provide safe, accessible, confidential, and culturally- and age-appropriate spaces to support the delivery of Jordan's Principle and confirmed through needs assessments and feasibility studies, in the course of negotiating Final Settlement.

The Parties will discuss options for First Nations to take on a larger a role in approving and delivering services, products and supports under Jordan's Principle. Following a needs assessment and feedback from First Nations and service providers, the Parties will develop an implementation approach for long-term reform of Jordan's Principle.

Funding Review

An effective periodic funding review will help in determining future funding needs for the FNCFS Program to address ongoing discrimination and prevent its recurrence.

Reform of Indigenous Services Canada

An Expert Advisory Committee will support the design of an independent expert evaluation to identify and provide recommendations to redress internal departmental processes, procedures and practices that contribute to the discrimination identified by the Tribunal. These measures will be

complemented by mandatory staff training, revisions in performance metrics for staff that affirm non-discrimination, and other reforms recommended by the evaluation and/or Expert Advisory Committee.

Implementation

On **April 1, 2023**¹, Canada will fully implement long-term reform of the FNCFS Program, including the Reformed CFS Funding Approach. Canada will therefore cease to fund actual expenditures as of that date.

Consent Orders Sought from the Tribunal

By March 31, 2022, the Parties will bring a joint motion to the Tribunal to, among other things:

- Require Canada to fund prevention as of April 1, 2022, based on a formula that multiplies \$2,500 by the First Nations population on-reserve and the First Nations population in the Yukon;
- Require Canada to fund post-majority support services at actual costs;
- Require Canada to assess the resources required to provide assistance to families and/or young adults in identifying supports for needed services for high needs Jordan's principle recipients past the age of majority;
- Require Canada to consult with the parties to implement the mandatory cultural competency training and performance commitment for Indigenous Services Canada employees;
- Require Canada to fund research through the IFSD; and
- Declare that the term for compensation eligibility for removed children and their caregiving parents or grandparents will begin January 1, 2006, and end March 31, 2022.

By November 30, 2022¹, after the Final Settlement Agreement is signed, the Parties will bring a joint motion to the Tribunal for an order implementing long term reform measures and for a final order resolving the complaint in the CHRT process and ending the Tribunal's jurisdiction as of December 31, 2022.¹

Dispute Resolution

An interim dispute resolution mechanism, led by an "Eminent First Nations Person" (meaning a First Nations person well known to have expertise in the area of dispute resolution), will resolve disputes related to the Tribunal's orders, major capital, or the Agreement-in-Principle between now and the time the Final Settlement Agreement is signed. The Final Settlement Agreement will include a final dispute resolution mechanism.

Selected Items to be Determined Prior to the Final Settlement Agreement:

- The subset of indicators from IFSD's Measuring to Thrive framework that Indigenous Services Canada will report to Parliament;
- Potential funding for regional technical secretariats as described under the Reformed CFS Funding Approach;
- The allocation of prevention funding between First Nations and FNCFS service providers;
- Planning and accountability measures between First Nations and FNCFS service providers to facilitate the capacity of FNCFS agencies and First Nations to undertake this work;
- Funding for an independent and non-political regional and national network of First Nations children and youth in care and young adults formerly in care;
- The scope of capital asset categories and collaboration on drafting a major capital guide and an accountability mechanism for major capital

projects;

- As noted above, the form of a binding and enforceable dispute resolution process that shall be First Nations-led, culturally-appropriate and funded by Canada;
- Steps involved for First Nations and FNCFS service providers to qualify for block funding;
- How to ensure non-discrimination in Canada's provision of FNCFS and Jordan's Principle in year 6 and beyond; and
- Positive measures to reform Indigenous Services Canada to prevent the recurrence of discrimination.

Footnotes

- 1 The executive summary of the Agreement-in-Principle on Long-Term Reform contains timelines that were the originally agreed upon timelines from when it was signed in December 2021. Because a final settlement agreement is still being discussed and worked on by the Parties, some of the timelines listed in the executive summary are no longer applicable.

Did you find what you were looking for?

Yes

No

What was wrong?

- I can't **find** the information
- The information is hard to **understand**
- There was an error or something **didn't work**
- Other reason

Please provide more details

You will not receive a reply. Don't include personal information (telephone, email, SIN, financial, medical, or work details).

Maximum 300 characters

Submit

Date modified: 2023-09-13

CANADIAN HUMAN RIGHTS TRIBUNAL

BETWEEN:

**FIRST NATIONS CHILD AND FAMILY CARING SOCIETY OF CANADA and ASSEMBLY OF
FIRST NATIONS**

Complainants

-and-

CANADIAN HUMAN RIGHTS COMMISSION

Commission

-and-

**ATTORNEY GENERAL OF CANADA
(representing the Minister of Indigenous Services Canada)**

Respondent

-and-

**CHIEFS OF ONTARIO, AMNESTY INTERNATIONAL CANADA and
NISHNAWBE ASKI NATION**

Interested Parties

**EXHIBIT BOOK TO THE AFFIDAVIT OF GRAND CHIEF ALVIN FIDDLER
(VOLUME II of III)**

Dated: March 7, 2025

FALCONERS LLP

Barristers-at-Law

10 Alcorn Avenue, Suite 204

Toronto, Ontario M4V 3A9

Tel.: (416) 964-0495

Fax: (416) 929-8179

Julian N. Falconer (L.S.O. No. 29465R)

Meaghan Daniel (L.S.O. No. 72510P)

Asha James (L.S.O. No. 56817K)

Shelby Percival (L.S.O. No. 82855R)

Lawyers for the Interested Party

Nishnawbe Aski Nation

TAB 4

This is Exhibit "D" referred to in the
Affidavit of Grand Chief Alvin Fiddler sworn
before me, on this 7th day of March 2025.



A Commissioner for taking affidavits, etc.
Asha James
LSO # 56817K

RESOLUTION

Nishnawbe Aski Nation

(807) 623-8228
[FAX] 807-623-7730

nan.ca

100 Back Street, Unit 200
Thunder Bay, ON P7J 1L2



24/08

FINAL SETTLEMENT AGREEMENT ON LONG-TERM REFORM OF THE FIRST NATIONS CHILD AND FAMILY SERVICES PROGRAM

WHEREAS in 2007, the Assembly of First Nations (AFN) and the First Nations Child and Family Caring Society (Caring Society) filed a claim at the Canadian Human Rights Tribunal (CHRT or Tribunal) alleging Canada's provision of the First Nations Child and Family Services (FNCFS) program, and its application of Jordan's Principle were discriminatory;

WHEREAS in January 2016, the CHRT substantiated the claim, and ordered Canada to immediately cease its discrimination against First Nations children, youth, and families;

WHEREAS on May 5, 2016, Nishnawbe Aski Nation (NAN) was granted intervenor status in the remedies phase of the CHRT decision to address discrimination against remote communities;

WHEREAS on September 14, 2016, the Tribunal accepted NAN's position that funding decisions by Canada must account for the unique challenges and associated increased costs of providing child welfare services in remote First Nation communities;

WHEREAS by way of Resolution 17/20: *Approval of Terms of Reference for Remoteness Quotient Table*, the NAN Chiefs-in-Assembly approved the terms of reference for a Remoteness Quotient (RQ) Table to enable a NAN-specific negotiation process with Canada to develop a Remoteness Quotient that can be used to adjust FNCFS funding to account for the increased costs associated with remoteness;

WHEREAS on March 29, 2019, NAN filed its report (the RQ Report) with the CHRT, which contains the first evidence-based economic modelling of the increased costs of delivering child and family services to remote communities;

WHEREAS by way of Resolution 19/12: *Endorsement and Application of Remoteness Quotient Work*, the NAN Chiefs-in-Assembly adopted the conclusions in the RQ Report, supported the use of the RQ work to adjust FNCFS funding, and directed the NAN Executive Council to seek orders to ensure that, going forward, all relief ordered by the Tribunal aligns with the RQ work;

WHEREAS in December 2021, NAN, along with the AFN, the Caring Society, Chiefs of Ontario, and Canada (collectively, the Parties) signed an Agreement-in-Principle (AIP), which provided a framework for the negotiation of a Final Settlement Agreement (FSA) on the long-term reform of the FNCFS program and Jordan's Principle, and committed the Parties to achieving an FSA and ending the jurisdiction of the Tribunal by December 31, 2022;

TAB 5

This is Exhibit "E" referred to in the
Affidavit of Grand Chief Alvin Fiddler sworn
before me, on this 7th day of March 2025.



A handwritten signature in cursive script that reads "Asha James".

A Commissioner for taking affidavits, etc.
Asha James
LSO # 56817K

Recommended Draft for Review

**FINAL AGREEMENT ON LONG-TERM REFORM
OF THE FIRST NATIONS CHILD AND FAMILY SERVICES PROGRAM**

This Final Settlement Agreement made on this ___ day of _____, 2024.

AS BETWEEN:

ASSEMBLY OF FIRST NATIONS

- and -

CHIEFS OF ONTARIO

- and -

NISHNAWBE ASKI NATION

- and -

ATTORNEY GENERAL OF CANADA

(representing the Minister of Indigenous Services Canada)

TABLE OF CONTENTS

FINAL AGREEMENT ON LONG-TERM REFORM 1

PREAMBLE..... 1

PART I – PURPOSE 3

PART II – PRINCIPLES 3

PART III – DEFINITIONS 5

PART IV – FUNDING COMMITMENT 13

 A. Initial Five-Year Funding Period (April 1, 2024, to March 31, 2029)..... 13

 B. Second Five-Year Funding Period (April 1, 2029, to March 31, 2034)..... 15

 C. Terms Applicable to Both Funding Periods 15

PART V –THE REFORMED FNCFS FUNDING APPROACH: INITIAL FIVE-YEAR FUNDING PERIOD 16

 A. Methodology..... 16

 Baseline Funding 17

 Top-up Funding for Information Technology, Results, and Emergency 17

 Household Supports Funding..... 18

 Prevention Funding..... 18

 First Nation Representative Services Funding 19

 FNCFS Capital Funding 20

 Post-Majority Support Services Funding 20

 Remoteness Adjustment Funding 21

 Insurance Premiums for FNCFS Service Providers 21

 Inflation 21

 Population 22

 B. Allocation..... 22

 C. First Nations planning..... 26

 D. Discussions on regional modifications 27

 E. FNCFS Funding Mechanism 27

 F. Transition to the Reformed FNCFS Funding Approach..... 28

 April 1, 2024 to March 31, 2025 28

 April 1, 2025-March 31, 2026..... 30

 From April 1, 2026, Onward 33

Recommended Draft for Review

- Support for FNCFS Services Providers in the Transition to the Reformed FNCFS Funding Approach..... 33
- G. Reform of Federal-Provincial and Federal-Yukon Funding Agreements 33
- H. Application of the 1965 Agreement in Ontario..... 35
- I. Information Technology, Results, and Emergency Funding in Ontario 36
- J. Funding for Non-Agency First Nations 37
- K. New FNCFS Agencies and FNCFS Agency Transitions within the Reformed FNCFS Program 38
- PART VI –THE REFORMED FNCFS FUNDING APPROACH: SECOND FIVE-YEAR FUNDING PERIOD 39
- PART VII –THE REFORMED FNCFS FUNDING APPROACH: FOLLOWING THE EXPIRY OF THE TERM OF THIS FINAL SETTLEMENT AGREEMENT 40
- PART VIII – MEASURING THE PERFORMANCE OF THE REFORMED FNCFS PROGRAM..... 40
- PART IX – HOUSING FUNDING 42
- PART X – NATIONAL AND REGIONAL SECRETARIATS 43
 - A. National Secretariat..... 43
 - Function 43
 - Governance..... 44
 - Data Inputs and Management..... 45
 - B. Regional Secretariats..... 45
- PART XI – REMOTENESS RESEARCH AND RELATED ITEMS..... 46
- PART XII – FIRST NATIONS EXERCISING INHERENT JURISDICTION OVER CHILD AND FAMILY SERVICES..... 49
- PART XIII – AGENCY ACCOUNTABILITY TO FIRST NATIONS IN RELATION TO THE REFORMED FNCFS PROGRAM 49
 - Planning 49
 - Community-Wellness Reporting..... 51
 - ISC Reporting on Compliance..... 53
- PART XIV – GOVERNANCE OF THE REFORMED FNCFS PROGRAM..... 54
 - A. Reform Implementation Committee..... 54
 - B. Systemic Review Committee..... 56
 - C. Technical Advisory Committee..... 57
- PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS 58

Recommended Draft for Review

- A. Overview and Timeline..... 58
- B. Purposes and Scope of Program Assessments 58
- C. Selection of the Program Assessment Organization 59
- D. Oversight of the Program Assessments 60
- E. Program Assessment Method and Information Sharing 60
- F. Urgent Circumstances During the Program Assessment Process 61
- G. Program Assessment Reports 62
- H. Reform Implementation Committee’s Program Assessment Opinion..... 63
- I. Canada’s Response to the Reform Implementation Committee’s Program Assessment Opinions 64
- PART XVI – SERVICE PROVIDER FUNDING ADJUSTMENT REQUESTS..... 65
- PART XVII – REFORM OF ISC AND SUCCESSOR DEPARTMENTS 66
 - A. Initial Third-Party Evaluation 67
 - B. Work Plan..... 68
 - C. Monitoring ISC Reform..... 69
 - D. Mandatory Training for ISC Employees..... 69
- PART XVIII – INTERIM DISPUTE RESOLUTION..... 71
- PART XIX – DISPUTE RESOLUTION PROCESS..... 72
 - A. Overview 72
 - Types of Disputes 72
 - Jurisdiction of the Dispute Resolution Tribunal 75
 - Principles Applicable to Determination of Disputes 77
 - Nature of Dispute Decisions and Extent of Judicial Intervention and Review 77
 - Enforcement of Dispute Decisions 78
 - Confidentiality..... 78
 - Language 78
 - Communications 78
 - B. Establishment of the Dispute Resolution Tribunal..... 79
 - Establishment of the Dispute Resolution Tribunal..... 79
 - Administration of Dispute Resolution Tribunal..... 79
 - Appointment of Dispute Resolution Tribunal President..... 80
 - Roster of Adjudicators..... 81
 - Mandatory Training- Claimant Dispute Resolution Tribunal 82

Recommended Draft for Review

- Dispute Resolution Tribunal Rules of Procedure..... 82
- C. Parties’ Dispute Resolution Process 83
 - Commencement of Parties’ Dispute..... 83
 - Appointment of Adjudication Panel 84
 - Exchange of Parties’ Positions and Documents..... 84
 - Mediation 84
 - Pre-Hearing Meeting and Document Exchange 85
 - Place and Mode of Adjudication..... 86
 - Manner of Proceedings 86
 - Default of a Party 87
 - Settlement..... 87
 - Termination of Proceedings 88
 - Correction of Parties’ Dispute Decision..... 88
- D. Claimant Dispute Process 89
 - Shared Objectives..... 89
 - Navigators 89
 - Commencement of Claimant Dispute..... 90
 - Duty Counsel..... 90
 - Claimant Participation Costs and Legal Fees..... 90
 - Requirement of Written Confirmation 91
 - Appointment of Adjudicator or Adjudication Panel 91
 - Mediation 92
 - Similar Claimant Disputes 92
 - Interim Claimant Dispute Decision 93
 - Place and Mode of Adjudication, Manner of Proceedings, and Role of Cultural Officer 93
 - Scope of Claimant Dispute Adjudication 94
 - Expert Appointed by Adjudicator or Adjudication Panel 95
 - Default of a Party 95
 - Settlement..... 96
 - Claimant Dispute Decisions 96
 - Termination of Proceedings 97
 - Correction and Interpretation of Claimant Dispute Decision..... 97

Recommended Draft for Review

Dispute Resolution Tribunal Process – Claimant Feedback 97

PART XX – INFORMATION SHARING AND PRIVACY 97

PART XXI – ENTIRE AGREEMENT 98

PART XXII – CONFIDENTIALITY AND RETENTION 98

PART XXIII – TERMINATION OF AGREEMENT 98

PART XXIV – COOPERATION AND APPROVAL 99

 Cooperation of First Nations Leadership and Tribunal Approval..... 99

 Public Statements and Announcements 99

 Funding of Legal Costs 100

PART XXV – ENFORCEMENT OF FUNDING COMMITMENT 100

PART XXVI – SUPERSEDING TRIBUNAL’S ORDERS 100

PART XXVII – GENERAL PROVISIONS 101

PART XXVIII – APPENDICES 102

APPENDICES

Recommended Draft for Review

FINAL SETTLEMENT AGREEMENT ON LONG-TERM REFORM OF THE FIRST NATIONS CHILD AND FAMILY SERVICES PROGRAM

“While we cannot turn back time to undo the harm and abuse that Indigenous youth and children have experienced in Child Welfare, we can use our hindsight to prevent harm and abuse from happening to another generation of Indigenous youth and children.”

Youth in Care Advisors

“The way forward is going to be different from the one we had up until this moment. It rests a lot with parents and grandparents and that is why it is important... to mitigate kids being taken away and placing them in other foreign situations or challenging situations.”

Chief Robert Joseph, testimony before the Canadian Human Rights Tribunal, 2014.

PREAMBLE

RECOGNIZING the harms experienced by First Nations citizens in the Indian Residential School system, the Indian Day Schools, and the Sixties Scoop, which had a profound adverse effect on their identities, well-being, health, and, in particular, has damaged their traditional child rearing practices and parenting skills, intergenerationally;

AND RECOGNIZING the findings of the Canadian Human Rights Tribunal (the “**Tribunal**”) in *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (for the Minister of Indian and Northern Affairs Canada)*, 2016 CHRT 2 (“**2016 CHRT 2**”) that Canada’s underfunding of the First Nations Child and Family Services (“**FNCFS**”) Program perpetuated the historical disadvantage suffered by First Nation people as a result of the Indian Residential School system; and the Tribunal finding in *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (for the Minister of Indian and Northern Affairs Canada)*, 2019 CHRT 39, that unnecessarily removing a child from their family and community is a serious harm causing great suffering to that child, family and the community and that the removal of children from their families and communities is traumatic and causes great pain and suffering to them;

WHEREAS Canada designed and implemented the First Nations Child and Family Services (“**FNCFS**”) Program in 1989 to fund the provision of child welfare services to First Nations children, youth, and families ordinarily resident on reserve and in Yukon;

Recommended Draft for Review

AND WHEREAS in 2016 CHRT 2, the Tribunal found that the FNCFS Program's funding model was discriminatory, and in *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (for the Minister of Indian and Northern Affairs Canada)*, 2016 CHRT 16, ordered Canada to reform its discriminatory policies, procedures, and agreements and to prevent the future recurrence of discrimination. The Tribunal also found that Canada's implementation of the 1965 Agreement was discriminatory and ordered Canada to reform the 1965 Agreement in 2016 CHRT 2;

AND WHEREAS in 2016 CHRT 2, the Tribunal found that Canada's provision of the FNCFS Program and implementation of the 1965 Agreement were discriminatory with respect to remote First Nation communities. In *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (for the Minister of Indian and Northern Affairs Canada)*, 2017 CHRT 7, the Tribunal adopted the terms agreed to by Nishnawbe Aski Nation and Canada for the development of a remoteness quotient that can be used to address deficiencies in remoteness funding;

AND WHEREAS in 1965, Canada and Ontario entered into *The Memorandum of Agreement Respecting Welfare Programs for Indians of 1965* (the "**1965 Agreement**") for the provision of child and family services to be extended to First Nations people on reserve in Ontario;

AND WHEREAS the Parties commissioned research on funding models and performance measurement frameworks to construct and design the necessary evidence-informed long-term reforms for the FNCFS Program for the purposes of addressing the Tribunal's findings;

AND WHEREAS the reforms aim to advance the holistic well-being of First Nations children and families, as well as their connection to their lands, cultures, languages, and communities;

AND WHEREAS the reforms are informed by First Nations-led research, are culturally appropriate, and emphasize prevention, substantive equality, and the best interests and needs of First Nations children, youth, young adults, and families. The reforms are designed to take into account the unique circumstances of each First Nation, including their historical, cultural, and geographical needs and circumstances;

AND WHEREAS the reforms include the monitoring of well-being and the consideration of the many contextual factors that affect children, families, and communities, such as income, poverty, poor and inadequate housing, racism including systemic racism, and other structural drivers that increase the likelihood of contact with child protection services;

AND WHEREAS while the reforms are formulated to be flexible to ensure that discrimination shall not recur, to address the humanitarian crisis of the

Recommended Draft for Review

overrepresentation of First Nations children in care, prevention funding is not intended to be re-allocated by FNCFS Agencies to cover costs related to protection services, except for least disruptive measures;

AND WHEREAS the accountability structure built into the FNCFS Program is intended to ensure FNCFS Agencies are accountable to the First Nations governments and communities they serve, while fostering positive First Nation-FNCFS Agency relationships;

AND WHEREAS the Parties agree that this Final Settlement Agreement is a comprehensive settlement and a record of the necessary steps and actions, as well as the embodiment of the Parties' best efforts, to eliminate the discrimination found by the Tribunal in relation to the FNCFS Program and prevent its recurrence;

AND WHEREAS Canada has committed to fund the Reformed FNCFS Program for a period of ten (10) fiscal years commencing April 1, 2024, and ending March 31, 2034;

NOW THEREFORE, in consideration of the mutual covenants set out herein, the Parties have entered into this Final Settlement Agreement as follows:

PART I – PURPOSE

1. The Parties enter into this Final Settlement Agreement to reflect their agreement to long-term reform of the FNCFS Program, which is intended to eliminate the discrimination identified by the Tribunal in *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (for the Minister of Indian and Northern Affairs Canada)*, 2016 CHRT 2 and all subsequent rulings by the Tribunal and to prevent its recurrence. This Final Settlement Agreement details the reforms to be made by Canada.

PART II – PRINCIPLES

2. The principles guiding the Reformed FNCFS Program to be implemented by way of this Final Settlement Agreement shall include:
 - (a) the cultural safety and well-being of First Nations children, youth, young adults, and families;
 - (b) substantive equality;

Recommended Draft for Review

- (c) addressing the needs of First Nations children, youth, young adults, and families;
- (d) the best interests of children;
- (e) prioritizing keeping children in the home;
- (f) holistic and culturally-informed programming, having regard for the current realities of distinct First Nations, including historical and contemporary disadvantage and contextual differences, including remoteness;
- (g) recognition of Indigenous legal traditions and principles, if applicable;
- (h) addressing the Structural Drivers that place First Nations children, youth, and families at higher risk of involvement with the child welfare system;
- (i) respect for the inherent right of self-government, which is recognized and affirmed by section 35 of the *Constitution Act, 1982*, and which includes jurisdiction, in relation to child and family services;
- (j) respect for the right to self-determination of Indigenous peoples, which is a right recognized and affirmed in the *United Nations Declaration on the Rights of Indigenous Peoples* (the “**Declaration**”);
- (k) that the *United Nations Declaration on the Rights of Indigenous Peoples Act* affirms the *Declaration* as a universal international human rights instrument with application in Canadian law and also provides a framework for the Government of Canada’s implementation of the *Declaration*;
- (l) the rights in the *Declaration*, including the rights of children and youth, and the *United Nations Convention on the Rights of the Child*, including the right to be free from discrimination;
- (m) accountability of FNCFS Service Providers and provincial and Yukon governments to the First Nation governments they serve ; and
- (n) guidance from First Nations-led and/or endorsed evidence.

Recommended Draft for Review

PART III – DEFINITIONS

3. The following definitions apply to this Final Settlement Agreement:
- (a) “**1965 Agreement**” means *The Memorandum of Agreement Respecting Welfare Programs for Indians* entered into between Ontario and Canada, as amended.
 - (b) “**Adjudication Panel**” means a panel of three (3) Adjudicators appointed by the Dispute Resolution Tribunal President for the purpose of adjudicating a Dispute.
 - (c) “**Adjudicator**” means an adjudicator selected by the Dispute Resolution Tribunal President and appointed to the Roster of Adjudicators, who serve as adjudicators of all Disputes.
 - (d) “**adjusted for inflation**” has the meaning as set out in paragraph 34.
 - (e) “**Administrative Team**” means an administrative team consisting of employees of ISC and established by ISC in consultation with the President to support the operation of the Transitional Dispute Resolution Tribunal before the enabling Legislation is brought into force.
 - (f) “**Administrative Tribunals Support Service of Canada**” is the portion of the federal public administration established by the *Administrative Tribunals Support Service of Canada Act*.
 - (g) “**AFN**” means the Assembly of First Nations.
 - (h) “**Agreement-in-Principle**” means the Agreement-in-Principle on Long-Term Reform of the First Nations Child and Family Services Program and Jordan’s Principle executed between the AFN, Caring Society, Canada, COO and NAN dated December 31, 2021.
 - (i) “**Baseline Funding**” means the funding component described in paragraphs 16 and 17.
 - (j) “**Canada**” means His Majesty the King in Right of Canada, as represented by the Minister of Indigenous Services.

Recommended Draft for Review

- (k) **"Caring Society"** means the First Nations Child and Family Caring Society of Canada.
- (l) **"child"** means a First Nations person who, under applicable provincial or territorial law, is under the age at which an individual ceases to be a child.
- (m) **"Claimant"** means a FNCFS Service Provider that commences a Claimant Dispute.
- (n) **"Claimant Dispute"** has the meaning as set out in paragraphs 235 and 236.
- (o) **"Claimant Dispute Decision"** means any decision of an Adjudicator or Adjudication Panel on the substance of a Claimant Dispute submitted to it.
- (p) **"Claimant Dispute Notice"** means the formal, written notice to commence a Claimant Dispute as described at paragraph 329.
- (q) **"Claimant Dispute Resolution Process"** has the meaning given to such term in Part XIX (D).
- (r) **"COO"** means the Chiefs of Ontario.
- (s) **"Cultural Officer"** means the person employed by the Administrative Tribunals Support Service of Canada who is charged with making recommendations to the President, an Adjudicator, or an Adjudication Panel related to aspects of a Claimant Dispute Process with the goal of facilitating the resolution of the Claimant Dispute in a manner that is culturally appropriate, accessible, and in accordance with this Final Settlement Agreement.
- (t) **"days"** means calendar days.
- (u) **"Departmental Results Framework"** means the framework for each federal government department which tracks expected results and indicators related to departmental core responsibilities.
- (v) **"Departmental Results Report"** means the annual report that provides detail on results achieved against each federal government department's plans, priorities, and expected results.

Recommended Draft for Review

- (w) “**Directive on Transfer Payments**” means a directive of Canada which establishes mandatory operational requirements for the management of federal transfer payments and transfer payment programs.
- (x) “**Dispute**” means a Parties’ Dispute or a Claimant Dispute.
- (y) “**Dispute Resolution Process**” means the Parties’ Dispute Resolution Process or the Claimant Dispute Resolution Process, as the case may be.
- (z) “**Dispute Resolution Tribunal**” is the entity consisting of the President and Adjudicators as assigned individually or in panels to hear disputes, referred to in paragraphs 240 and 241.
- (aa) “**Dispute Resolution Tribunal Rules of Procedure**” or “**Rules of Procedure**” means the rules to be established by the President further to paragraph 281 for the Dispute Resolution Tribunal.
- (bb) “**Eminent First Nations Person**” means the person appointed by the Parties to assist in the interim dispute resolution process.
- (cc) “**enabling Legislation**” means legislation to be enacted by Parliament to establish and enable the Dispute Resolution Tribunal and all supporting mechanisms.
- (dd) “**Expert Advisory Committee**” means the committee described in PART XVII – REFORM OF ISC AND SUCCESSOR DEPARTMENTS.
- (ee) “**Final Settlement Agreement**” means this Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program.
- (ff) “**First Nation**” means a “band” as defined in subsection 2(1) of the *Indian Act*, RSC, 1985, C I-5, as amended.
- (gg) “**First Nations Information Governance Centre**” means the national not-for-profit corporation working in the field of First Nations data sovereignty.
- (hh) “**First Nation Representatives**” (sometimes referred to as Band Representatives in Ontario) are advocates for First Nations in matters relating to the delivery of services to their citizens by a child welfare agency, as further described in paragraph 24.

Recommended Draft for Review

- (ii) **“First Nation Representative Services”** (sometimes referred to as Band Representative Services in Ontario) means the services delivered by a First Nation Representative, which have been funded by the FNCFS Program in Ontario since 2018 and in all provinces and Yukon since 2022.
- (jj) **“fiscal year”** means Canada’s fiscal year, being a 12-month period beginning on April 1 of one (1) year and ending on March 31 of the following year.
- (kk) **“FNCFS”** means First Nations child and family services.
- (ll) **“FNCFS Agency”** means an agency established by and affiliated with one or more First Nations and delegated or authorized pursuant to provincial or other authorities to provide legislated child welfare services.
- (mm) **“FNCFS Funding Mechanism”** means the manner in which ISC shall provide FNCFS Service Providers with multi-year funding, as further described in Part V (E).
- (nn) **“FNCFS Program”** means the First Nations Child and Family Services Program, provided by the Minister as authorized by the *Department of Indigenous Services Act*, SC 2019, c 29, or any successor legislation, and which provides funding for and direction in the delivery of child and family services to support the safety and well-being of First Nations children, youth, and families ordinarily resident of a reserve, or any successor federal program or policy.
- (oo) **“FNCFS Service Provider”** means a First Nation, an FNCFS Agency, or an entity authorized by a First Nation to deliver services and to receive funding under the Reformed FNCFS Program. For clarity, provincial and Yukon governments are not FNCFS Service Providers.
- (pp) **“Index of Remoteness”** means the Statistics Canada Index of Remoteness that quantifies a community’s remoteness according to: (1) the proximity to all population centers within a given radius that permits daily accessibility; and (2) the population size of each population center, used as a proxy of service availability.

Recommended Draft for Review

- (qq) “**Indian Registration System**” means the system maintained by Canada that contains the list of persons registered as Indians under the *Indian Act*, RSC, 1985, C I-5, as amended.
- (rr) “**Initial Five-Year Funding Period**” means the period of five (5) fiscal years, beginning on April 1, 2024 and ending on March 31, 2029.
- (ss) “**Initial Program Assessment**” means the process outlined in PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS.
- (tt) “**ISC**” means Indigenous Services Canada and any successor department thereto.
- (uu) “**least disruptive measures**” (sometimes referred to as least intrusive measures or family enhancement services) means actions or services mandated in provincial or Yukon legislation that seek to prevent the separation of children from their families or reunify children with their families and ensure that supports are in place to mitigate risk of child maltreatment or harm.
- (vv) “**Measuring to Thrive Framework**” means the set of indicators developed by the Institute of Fiscal Studies and Democracy (“**IFSD**”) that is intended to capture child, family, and community well-being in First Nations, and introduced by the IFSD in *Funding First Nations child and family services (FNCFS): A performance budget approach to well-being* dated July 2020.
- (ww) “**NAN**” means Nishnawbe Aski Nation.
- (xx) “**NAN-Canada Remoteness Quotient Table**” means the body jointly constituted by NAN and Canada to address remoteness issues, including developing a First Nations-sighted, evidence-based, statistical method to estimate the increased costs associated with remoteness in the funding and provision of child and family services to First Nations.
- (yy) “**NARC**” means the National Assembly of Remote Communities, as established and structured by regional organizations, including NAN, that represent and serve remote communities and that have executed the NARC Mission Statement.

Recommended Draft for Review

- (zz) “**NARC-Canada Remoteness Table**” means a body to be jointly constituted by NARC and Canada to address remoteness issues, including accounting for the increased costs associated with remoteness, at a national level.
- (aaa)“**National Secretariat**” means the National First Nations Child and Family Services Secretariat, being the First Nations-led, apolitical, not-for-profit corporation established by the Parties for the purpose of data collection, synthesis, and best practice development.
- (bbb)“**Non-Agency First Nation**” means a First Nation not affiliated with an FNCFS Agency.
- (ccc)“**Participating Parties**” means the parties to a Parties’ Dispute.
- (ddd)“**Parties**” means the AFN, Canada, COO, and NAN.
- (eee)“**Parties’ Dispute**” has the meaning as set out in paragraphs 230 and 231.
- (fff) “**Parties’ Dispute Decision**” means any decision of an Adjudication Panel on the substance of a Parties’ Dispute.
- (ggg)“**Parties’ Dispute Notice**” means the formal, written notice to commence a Parties’ Dispute as described in paragraphs 286 and 288.
- (hhh)“**Parties’ Dispute Resolution Process**” has the meaning given to such term in Part XIX (C).
- (iii) “**President**” means the Dispute Resolution Tribunal President, being the person appointed by the Governor in Council who has supervision over and direction of the work of the Transitional Dispute Resolution Tribunal and Dispute Resolution Tribunal.
- (jjj) “**Program Assessment(s)**” means the process outlined in PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS and includes the Initial Program Assessment and Second Program Assessment.
- (kkk)“**Program Assessment Organization**” means the organization(s) selected by the AFN to conduct the Program Assessments by way of separate requests for proposals pursuant to paragraph 167.

Recommended Draft for Review

- (lll) **“Program Assessment Reports”** means the reports outlined in Part XV (G).
- (mmm) **“Reform Implementation Committee”** means the committee composed of representatives from the Parties to oversee the implementation of the Reformed FNCFS Program, as further described in Part XIV (A).
- (nnn) **“Program Assessment Opinions”** has the meaning given to such term in paragraph 185 and includes the **“Initial Program Assessment Opinion”** and the **“Second Program Assessment Opinion”**.
- (ooo) **“Reformed FNCFS Funding Approach”** means the multi-year funding structure which is intended to eliminate the discrimination found by the Tribunal and prevent its recurrence, by addressing the needs of First Nations children, youth, families and communities, as further described in PART V –THE REFORMED FNCFS FUNDING APPROACH: INITIAL FIVE-YEAR FUNDING PERIOD and PART VI –THE REFORMED FNCFS FUNDING APPROACH: SECOND FIVE-YEAR FUNDING PERIOD.
- (ppp) **“Reformed FNCFS Program”** means the FNCFS Program on and after the implementation of the Reformed FNCFS Funding Approach.
- (qqq) **“Regional Secretariats”** means the entities established to support the work of the National Secretariat, as described further in paragraph 117.
- (rrr) **“Registrar”** means the Dispute Resolution Tribunal Registrar or the Chief Administrator of the Administrative Tribunals Support Service of Canada, when the enabling Legislation is in force and if it so provides.
- (sss) **“Remoteness”** means a variable factor measured on a continuum and describes the lived circumstances of First Nations communities for whom issues of access (by road network, by ice road only, by air only, or otherwise), geography and context exacerbate challenges faced by all First Nations, including by increasing the costs associated with child and family services. Remoteness is generally associated with geographic distance from, and access to, service centres (often defined on the basis of population size and density), which affects the costs of

Recommended Draft for Review

shipping goods as well as costs related to personnel, including travel, and living costs.

- (ttt) **“Roster of Adjudicators”** means the roster of Adjudicators established and maintained by the President who are available to adjudicate Disputes.
- (uuu) **“RQAF”** means the Remoteness Quotient Adjustment Factor methodology, being the result of a statistical regression model, as developed at the NAN-Canada Remoteness Quotient Table, which estimates the amount of additional funding required to account for the increased costs incurred by a particular FNCFS Service Provider due to remoteness.
- (vvv) **“Second Five-Year Funding Period”** means the period of five (5) fiscal years following the Initial Five-Year Funding Period, beginning on April 1, 2029 and ending on March 31, 2034.
- (www) **“Service Provider Funding Adjustment Request”** means a request made by an FNCFS Service Provider to ISC pursuant to paragraphs 191 and 192.
- (xxx) **“small agency costs”** means costs reimbursed pursuant to *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (for the Minister of Indian and Northern Affairs Canada)*, 2018 CHRT 4 to small FNCFS Agencies, which are defined as FNCFS Agencies that serve a total on-reserve population aged 0 to 18 years of less than 1,000.
- (yyy) **“Structural Drivers”** means factors that are largely out of a caregiver’s control which contribute to the over-representation of First Nations children and youth in the child welfare system, including poverty, poor housing, racism – including systemic racism – and intergenerational trauma.
- (zzz) **“Systemic Review Committee”** means the subcommittee of the Reform Implementation Committee formed pursuant to paragraph 153.

Recommended Draft for Review

- (aaaa) “**Technical Advisory Committee**” means the subcommittee of the Reform Implementation Committee formed pursuant to paragraph 157.
- (bbbb) “**Term**” means the period beginning on April 1, 2024, and ending on March 31, 2034.
- (cccc) “**Terms and Conditions**” means the terms and conditions of the Reformed FNCFS Program, commonly known as the First Nations Child and Family Services Terms and Conditions.
- (dddd) “**Transitional Dispute Resolution Tribunal**” means the entity that shall hear Disputes before the enabling Legislation comes into force.
- (eeee) “**Tribunal**” means the Canadian Human Rights Tribunal.

PART IV – FUNDING COMMITMENT

4. Canada shall provide funding in the amount of \$47.823 billion for the Reformed FNCFS Program for a period of ten fiscal years commencing April 1, 2024, and ending March 31, 2034, and for the housing commitment set out in Part IX.

A. Initial Five-Year Funding Period (April 1, 2024, to March 31, 2029)

5. Canada shall provide \$24.477 billion to support the implementation of the Reformed FNCFS Program for the Initial Five-Year Funding Period and the housing commitment set out in Part IX.
6. Canada shall not decrease the total funding commitment under the Reformed FNCFS Funding Approach within the Initial Five-Year Funding Period.
7. The Parties agree that Canada’s obligation to fund the Reformed FNCFS Program during the Initial Five-Year Funding Period shall be limited to the maximum amount set out in paragraph 5, except for the following obligations to:

Recommended Draft for Review

- (a) fund approved Service Provider Funding Adjustment Requests, or any Dispute Decisions in relation thereto, subject to judicial review and any appeals thereof;
 - (b) adjust funding for inflation and population, where such adjustment is specified in Part V (A);
 - (c) fund certain activities at their actual costs until March 31, 2025, as specified in subparagraphs 52(a), 52(e)(ii), 52(f) and 52(g);
 - (d) fund the reasonable start-up costs of new FNCFS Agencies, as specified at paragraph 85;
 - (e) fund First Nations that become eligible under the Reformed FNCFS Program; and
 - (f) reimburse provincial and Yukon governments for child and family services expenditures under federal-provincial and federal-Yukon agreements.
8. The amount identified in paragraph 5 consists of funding to support:
- (a) the Reformed FNCFS Funding Approach, including in the transition years of fiscal years 2024-2025 and 2025-2026;
 - (b) the National Secretariat and the Regional Secretariats;
 - (c) the participation of the AFN, COO, and NAN in the Reform Implementation Committee;
 - (d) the Technical Advisory Committee;
 - (e) the monitor of ISC reform;
 - (f) the Remoteness Secretariat;
 - (g) the National Assembly of Remote Communities;
 - (h) the NAN-Canada Remoteness Quotient Table;
 - (i) the establishment, operation, and administration of the Dispute Resolution Process and other costs as provided for in this Final Settlement Agreement for the Dispute Resolution Process, including, but not limited to, costs related to translation and duty counsel;

Recommended Draft for Review

- (j) research conducted or funded by ISC to advance the purposes and principles of this Final Settlement Agreement, including research related to the cultural humility of ISC employees;
- (k) internal legal costs incurred by ISC in the administration of the FNCFS Program; and
- (l) the housing commitment set out in Part IX.

B. Second Five-Year Funding Period (April 1, 2029, to March 31, 2034)

- 9. For the Second Five-Year Funding Period, Canada shall provide annual funding for the Reformed FNCFS Program in an amount not less than the funding provided in the fiscal year 2028-2029, subject to any upward adjustments adopted further to the Initial Program Assessment.
- 10. Canada agrees that additional investments over and above the funding commitment in paragraph 9 may be required in order to maintain long-term reform of the Reformed FNCFS Program as outlined in this Final Settlement Agreement, informed by measures including but not limited to, the program assessment process, Service Provider Funding Adjustment Requests, and future First Nations-authorized research.

C. Terms Applicable to Both Funding Periods

- 11. Canada shall not apply any amount identified in paragraphs 5 or 9 to its own departmental expenses of any kind, except for the departmental expenses identified in paragraphs 8(i), (j) and (k). Departmental expenses include but are not limited to expenses for human resources, administrative costs, internal costs, or other services retained or procured by Canada not expressly provided for in this Final Settlement Agreement.
- 12. For greater clarity, such departmental expenses include expenses for:
 - (a) Secretariat support for the Reform Implementation Committee;
 - (b) The contract for a Program Assessment Organization(s);
 - (c) The Expert Advisory Committee and the independent expert third-party evaluation, described in paragraphs 204 to 215;

Recommended Draft for Review

- (d) Cultural humility training, described in paragraph 219; and
 - (e) Legal fees of the AFN, COO, and NAN claimed under paragraph 382.
13. Canada shall not reallocate any of the amounts identified in paragraphs 5 or 9 to any purposes beyond those provided for under the terms of this Final Settlement Agreement, except as provided for expressly herein.
14. ISC shall seek authority to place the funding committed for the Initial Five-Year Funding Period and Second Five-Year Funding Period in one or more special purpose allotments. Each fiscal year, ISC may seek authority to have any such funding that remains unexpended by ISC at the end of the fiscal year carried forward into the following fiscal year, subject to Parliamentary appropriation. For greater clarity, ISC may seek to have any funding for any initiatives that remains unexpended at the end of the Initial Five-Year Funding Period to be carried forward into the Second Five-Year Funding Period.

PART V –THE REFORMED FNCFS FUNDING APPROACH: INITIAL FIVE-YEAR FUNDING PERIOD

A. Methodology

15. The Reformed FNCFS Funding Approach for the Initial Five-Year Funding Period beginning on April 1, 2024, and ending on March 31, 2029, shall consist of:
- (a) Baseline Funding;
 - (b) Top-up funding, defined as a percentage of Baseline Funding, for:
 - i. Information technology,
 - ii. Results,
 - iii. Emergency;
 - (c) Household supports funding;
 - (d) Prevention funding;
 - (e) First Nation Representative Services funding;

Recommended Draft for Review

- (f) FNCFS capital funding;
- (g) Post-majority support services funding; and
- (h) Remoteness adjustment funding.

Baseline Funding

16. Baseline Funding, except in Ontario, shall be the sum of:
- (a) Operations and maintenance expenditures reimbursed to provincial and Yukon governments under applicable federal-provincial and federal-Yukon agreements for the purpose of providing child and family services to Non-Agency First Nations; and
 - (b) In fiscal year 2025-2026, expenditures by FNCFS Agencies for operations and maintenance in fiscal year 2022-2023, including actual expenditures for intake and investigations, legal fees, building repairs, and child service purchase. In subsequent years, Baseline Funding for FNCFS Agencies shall be upwardly adjusted for inflation and population growth and shall not be reduced.
17. In Ontario, Baseline Funding shall be the sum of:
- (a) Operations and maintenance expenditures reimbursed to the Government of Ontario by Canada under the 1965 Agreement for the applicable fiscal year, funding for which is provided to FNCFS Agencies by the Government of Ontario; and
 - (b) An additional amount provided directly to FNCFS Agencies by ISC equal to:
 - (i) In fiscal year 2025-2026, actual expenditures by FNCFS Agencies in Ontario for intake and investigation, legal fees, and building repairs for fiscal year 2022-2023; or
 - (ii) In subsequent fiscal years, the amount in (i) upwardly adjusted for inflation and population growth, and not reduced.

Top-up Funding for Information Technology, Results, and Emergency

18. Funding for information technology shall be equal to 6% of annual Baseline Funding. This funding shall support information technology needs related to

Recommended Draft for Review

the implementation of the Reformed FNCFS Program. This funding shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities.

19. Funding for results shall be equal to 5% of annual Baseline Funding. This funding shall support the implementation of the performance measurement framework and related indicators as outlined in paragraph 99 and Appendix 2 and paragraph 139, most notably for capturing and reporting data related to First Nations well-being. This funding shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities.
20. Funding for emergency shall be equal to 2% of annual Baseline Funding. This funding shall support responses to unanticipated circumstances affecting or related to the provision of the Reformed FNCFS Program. This funding shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities.

Household Supports Funding

21. Funding for household supports shall be \$25.5 million in fiscal year 2024-2025, adjusted for inflation in subsequent years. This funding shall support First Nations in meeting the basic needs of families, particularly those needs that, if left unmet, could lead to children being placed in care. This funding shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities.

Prevention Funding

22. Total funding for prevention services in fiscal year 2024-2025 shall be calculated by multiplying the amount of \$2,603.55 by the total population of all First Nations eligible to receive funding under the Reformed FNCFS Program, according to the approach for determining population as set out in paragraph 35, plus the amount necessary to provide to each First Nation a minimum of \$75,000. These amounts shall be adjusted for inflation in

Recommended Draft for Review

subsequent years. This funding shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities, subject to the transition provisions for fiscal year 2024-2025 set out in subparagraph 52(h)(i).

23. The prevention funding attributable to an individual First Nation shall be calculated by multiplying its population as set out in paragraph 35 by the per capita amount for the applicable fiscal year.

First Nation Representative Services Funding

24. First Nation Representatives are advocates for First Nations in matters relating to the delivery of services to their citizens by a child welfare agency. The roles and responsibilities of First Nation Representatives are defined by the First Nation, considering the unique needs of its citizens and the duties of such representatives as provided for in applicable provincial, territorial, and federal child welfare legislation. First Nations Representative Services funding is intended to:

- (a) support the cultural needs of First Nations children, youth, and families;
- (b) support connecting First Nations children, youth, and families with the lands, languages, cultures, practices, customs, traditions, ceremonies and knowledge of their First Nation and helping families access supports;
- (c) support repatriation of children to their communities; and
- (d) ensure that the rights of First Nations children and youth and the rights of First Nations are respected in the child and family services system.

25. For First Nations except those in Ontario, total funding for First Nation Representative Services in fiscal year 2024-2025 shall be calculated by multiplying the amount of \$294.72 by the total population of all First Nations eligible to receive funding under the Reformed FNCFS Program, according to the approach for determining population as set out in paragraph 35, then adding to that product the amount necessary to provide to each First Nation

Recommended Draft for Review

a minimum of \$75,000. This amount shall be adjusted for inflation in subsequent years. This funding shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities, subject to the transition provisions for fiscal year 2024-2025 set out in subparagraph 52(h)(i).

26. In fiscal year 2025-2026, for First Nations in Ontario, ISC shall provide funding such that each First Nation is funded for First Nation Representative Services at its highest annual amount of First Nation Representative Services funding received over four fiscal years, from fiscal year 2019-2020 to fiscal year 2022-2023. In subsequent years of the Initial Five-Year Funding Period, ISC shall provide funding for First Nation Representative Services to each First Nation in Ontario equal to funding in the preceding year, adjusted for inflation and population growth. This funding shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities.

FNCFS Capital Funding

27. In the Initial Five-Year Funding Period, ISC shall provide up to \$1.92 billion to FNCFS Service Providers for capital assets that support the delivery of the Reformed FNCFS Program's funded services and activities. ISC shall make such funding available to support needs assessments and feasibility studies, the purchase and construction of capital assets, the repair and renovation of existing buildings, and the lifecycle costs of owned assets.

Post-Majority Support Services Funding

28. In the Initial Five-Year Funding Period, ISC shall provide \$795.8 million for post-majority support services to support First Nations youth aging out of care and young adults formerly in care in the transition to adulthood and independence.
29. Eligible recipients of these services are those who were ordinarily resident on reserve or in Yukon at the time they were taken into care, regardless of where they have been placed in care, or those who are now ordinarily resident on reserve or in Yukon or are taking active steps to reside on reserve

Recommended Draft for Review

or in Yukon, up to their 26th birthday or to the applicable age as defined in provincial or Yukon legislation, whichever is greater.

30. Canada shall not:
- (a) require First Nations to confirm that an eligible youth or young adult has sought funding or support from other sources before providing post-majority support services to the youth or young adult; or
 - (b) prohibit First Nations from providing funding to an eligible youth or young adult in relation to a particular activity because that youth or young adult is receiving other funding or support in relation to that activity, provided that the sum of the funding provided by the First Nation and the other funding or support is no more than 100% of the activity's total cost.
31. The amount of \$795.8 million includes an amount for inflation and shall not be further adjusted for inflation. However, this amount shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities, subject to the transition provisions for fiscal year 2024-2025 set out in subparagraph 52(h)(iii).

Remoteness Adjustment Funding

32. Where a First Nation's 2021 Index of Remoteness score is 0.40 or greater, ISC shall upwardly adjust the funding of the First Nation and/or its affiliated FNCFS Agency for those components of the Reformed FNCFS Funding Approach that are to be adjusted for remoteness. ISC shall use the RQAF to make that adjustment. The calculation for the adjustment is detailed in Appendix 12.

Insurance Premiums for FNCFS Service Providers

33. In addition to other eligible expenses, insurance premiums for FNCFS Service Providers shall be an eligible expense for funding provided under the Reformed FNCFS Funding Approach.

Inflation

Recommended Draft for Review

34. The components of the Reformed FNCFS Funding Approach which are to be adjusted for inflation shall be upwardly adjusted in November of each year, in accordance with the “All-items Consumer Price Index (CPI)” measured over the twelve-month period ending September 30 of that year. For clarity, the inflation adjustment for a component in any fiscal year shall be made based on the previous fiscal year’s funding for that component, including prior inflation adjustments. In no event shall any such adjustment be less than zero.

Population

35. For the components of the Reformed FNCFS Funding Approach which under this Final Settlement Agreement are to be adjusted for population or to be calculated on a per capita basis, the population of a First Nation shall be the First Nation’s population on-reserve, on Crown land, or in Yukon shall be drawn from the Indian Registration System, as of September 30th of the year preceding the year in respect to which the population adjustment will apply.
36. For the purpose of an FNCFS Agency, population shall be the sum of the populations of the First Nations to which it is affiliated.
37. Where the total population for the entire Reformed FNCFS Program is to be determined, the population shall be the sum of the populations of the First Nations eligible to receive funding under the Reformed FNCFS Program.
38. The approach to calculating population described herein may vary where a First Nation has a self-government agreement or a modern treaty.

B. Allocation

39. ISC shall allocate funding under the Reformed FNCFS Funding Approach between First Nations and FNCFS Agencies in a manner that respects the inherent and constitutional rights of First Nations in relation to child and family services.
40. The Parties intend the allocations set out in this section to encourage collaboration between First Nations and FNCFS Agencies, recognizing that child and family services is a space in which both First Nations and FNCFS Agencies are active and to which each brings unique strengths. Funding shall

Recommended Draft for Review

be provided with a view to First Nations and FNCFS Agencies working together to promote the holistic well-being of children and families.

41. Allocations to First Nations may be used to support First Nations in developing and delivering programs and services to children, youth, and families, in accordance with the terms of this Final Settlement Agreement.
42. Under the Reformed FNCFS Funding Approach, ISC shall provide funding to FNCFS Service Providers in accordance with the following:

- (a) Baseline funding: ISC shall allocate Baseline Funding to FNCFS Agencies. Notwithstanding subparagraphs 16(b) and 17(b)(ii), an FNCFS Agency's Baseline Funding may be reduced where a First Nation has chosen to transition away from its affiliated FNCFS Agency further to paragraph 84.

Subject to possible reforms to federal-provincial and federal-Yukon agreements following the work outlined in Part V (G), ISC shall also allocate Baseline Funding to provincial and Yukon governments to support their delivery or funding of child and family services to Non-Agency First Nations.

- (b) Top-up funding:
 - (i) ISC shall allocate all information technology funding to First Nations.
 - (ii) ISC shall allocate all results funding to First Nations.
 - (iii) ISC shall allocate 50% of the emergency funding to First Nations and 50% to FNCFS Agencies. For Non-Agency First Nations, the allocation of emergency funding is described in subparagraph 79(b).
 - (iv) For First Nations outside of Ontario that are affiliated with an FNCFS Agency, ISC shall allocate information technology, results, and emergency funding proportionally among the First Nations affiliated with that FNCFS Agency based on their population. ISC shall:

Recommended Draft for Review

- a. Applying the percentages in paragraphs 18, 19, and 20 to the FNCFS Agency's Baseline Funding, determine the amounts of information technology, results, and emergency funding; and
 - b. On a population-weighted basis, divide all of the information technology and results funding and 50% of the emergency funding in (a.) among the First Nations affiliated with the FNCFS Agency.
- (v) For First Nations in Ontario that are affiliated with an FNCFS Agency, the calculation of information technology, results, and emergency funding is described in paragraphs 77 to 78.
- (vi) For Non-Agency First Nations, the calculation of information technology, results, and emergency funding is described in paragraph 80.
- (c) Household supports funding: ISC shall allocate all funding for household supports to First Nations, calculating the amount of an individual First Nation's funding by taking the following steps:
- (i) Multiply the individual First Nation's population, as outlined in paragraph 35, by the percentage of its population below the Low-Income Measure-After Tax (LIM-AT), such percentage being drawn from 2021 Census data. For First Nations that are missing Census data, ISC shall impute the percentage from a nearby First Nation for whom data is available;
 - (ii) Divide (i) by the total population of all First Nations eligible to receive funding under the Reformed FNCFS Program below the LIM-AT;
 - (iii) Multiply (ii) by the total annual funding for household supports.
- (d) Prevention funding:
- (i) As of April 1, 2026, outside of Ontario, ISC shall allocate all prevention funding to First Nations. FNCFS Agencies shall draw from their Baseline Funding to conduct least disruptive

Recommended Draft for Review

measures as required under provincial legislation. However, a First Nation may decide to have its affiliated FNCFS Agency receive a portion or all of the prevention funding attributable to the First Nation. A First Nation shall provide written notice to ISC advising of such a decision by the December 1st prior to the fiscal year to which the prevention funding is applicable. Once written notice is provided by the First Nation, the direction contained therein persists until further notice is given.

- (ii) In Ontario, as of April 1, 2026, a First Nation may give written notice directing ISC on the manner in which ISC shall allocate the prevention funding attributable to the First Nation. A First Nation may elect to receive all of the prevention funding attributable to it or may direct that any or all of its funding be directed to its affiliated FNCFS Agency. Written notice to ISC advising of such a direction must be provided by the First Nation by the September 30th prior to the first fiscal year to which its direction is applicable. Once written notice is provided by the First Nation, the direction contained therein persists until further notice is given.
- (iii) In Ontario, until and unless a First Nation provides written notice as described in (ii), the approach to allocating prevention funding among FNCFS Service Providers for fiscal year 2025-2026 as set out in paragraph 57 shall continue to apply.
- (iv) For Non-Agency First Nations, the allocation of prevention funding is described in subparagraph 79(a).
- (e) FNCFS capital funding: Prior to September 1, 2024, the Parties shall develop an implementation plan for this capital funding that leverages existing or new community capital planning processes. ISC, with the advice of the Reform Implementation Committee, shall also develop guidance documents to support FNCFS Service Providers in seeking capital funding.
- (f) Post-majority support services funding:

Recommended Draft for Review

- (i) Save for the funding noted in subparagraph 42(f)(ii), ISC shall allocate all post-majority support services funding to First Nations. Prior to September 1, 2024, the Parties shall co-develop the approach by which ISC shall allocate post-majority support services funding among First Nations. That approach shall align with the principles of needs-based funding and recognition of the distinct realities of First Nations.
 - (ii) Canada provided \$1.3 million in fiscal year 2024-2025 to fund a call line initiative intended to support eligible First Nations youth and young adults in accessing information on post-majority support services. Canada shall provide an additional \$6.5 million in the Initial Five-Year Funding Period to fund any similar initiative(s) co-developed by the Parties.
 - (iii) ISC may seek authority to have any funding for such initiatives that remains unexpended at the end of the Initial Five-Year Funding Period to be carried forward into the Second Five-Year Funding Period. The Reform Implementation Committee shall consider any such funding carried forward into the Second Five-Year Funding Period in its Initial Program Assessment Opinion.
- (g) First Nation Representative Services funding: ISC shall allocate all funding for First Nation Representative Services to First Nations.
- (h) Remoteness adjustment funding: ISC shall allocate remoteness adjustment funding proportionately among First Nations and FNCFS Agencies in accordance with the allocation of the funding to which the remoteness adjustment applies.

C. First Nations planning

- 43. No later than June 30, 2025, First Nations shall be required to provide ISC with a multi-year plan regarding the implementation of services it is funded for under the Reformed FNCFS Funding Approach, with the exception of FNCFS capital. A template plan for this purpose is attached at Appendix 4.
- 44. First Nations shall provide such a plan for the period ending March 31, 2029 and shall provide annual updates, as necessary.

Recommended Draft for Review

D. Discussions on regional modifications

45. The Parties acknowledge that a First Nation or a regional or sub-regional organization may seek to discuss with Canada modifications to the Reformed FNCFS Program and the allocations thereunder, but Canada shall not be obligated to provide any additional funding to that First Nation or regional or sub-regional organization beyond what is provided by the Reformed FNCFS Funding Approach.

E. FNCFS Funding Mechanism

46. ISC shall transfer funding to FNCFS Service Providers through the FNCFS Funding Mechanism where FNCFS Service Providers qualify for use of the FNCFS Funding Mechanism. Where an FNCFS Service Provider does not qualify for the FNCFS Funding Mechanism, ISC shall transfer funding through the most flexible funding mechanism under the Directive on Transfer Payments for which it is eligible. ISC shall work with the affected FNCFS Service Provider to assist them in qualifying for the FNCFS Funding Mechanism.
47. Any risk assessment required to ensure an FNCFS Service Provider qualifies for the FNCFS Funding Mechanism shall be completed in a manner that reflects the principles of this Final Settlement Agreement, emphasizes FNCFS Service Providers' participation, as well as limits administrative and procedural barriers to FNCFS Service Providers transitioning to the FNCFS Funding Mechanism.
48. The FNCFS Funding Mechanism will enable FNCFS Service Providers to re-allocate funds across components of the Reformed FNCFS Program, and to carry forward unexpended funds for use in the following fiscal year, provided that that fiscal year is within the term of the FNCFS Service Provider's funding agreement. If necessary to expend unexpended funds and upon the acceptance of the FNCFS Service Provider's unexpended funding plan, ISC shall extend the term of the FNCFS Service Provider's funding agreement. For those FNCFS Service Providers with unexpended funding from fiscal year 2024-2025 or prior fiscal years, Canada shall amend their funding

Recommended Draft for Review

agreements to allow for the expenditure of unexpended funding in fiscal year 2025-2026 and future fiscal years.

49. Notwithstanding paragraph 48, FNCFS Agencies shall not be permitted to re-allocate funds from prevention funding to protection, except to fund least disruptive measures.
50. In its funding agreements with FNCFS Service Providers, ISC shall enable the transfer of funding provided pursuant to this Final Settlement Agreement between affiliated FNCFS Service Providers, in a manner compliant with the Directive on Transfer Payments. Such transfers shall be for the purpose of supporting activities funded under this Final Settlement Agreement. For greater clarity, ISC's funding agreements with FNCFS Agencies shall enable FNCFS Agencies to transfer funds to First Nations for the purpose of advancing the housing objectives in paragraph 103.
51. Any transfer of funding by a FNCFS Service Provider pursuant to paragraph 48 of this section shall be subject to approval by ISC.

F. Transition to the Reformed FNCFS Funding Approach

April 1, 2024 to March 31, 2025

52. For fiscal year 2024-2025, ISC implemented the Reformed FNCFS Funding Approach as follows:
 - (a) Operations and maintenance funding:
 - (i) At the beginning of the fiscal year, FNCFS Agencies received a funding allocation based on the fiscal year 2022-2023 Public Accounts.
 - (ii) FNCFS Agencies, except for in Ontario, continue to have access to actuals for intake and investigations, legal fees, building repairs, and child service purchase for fiscal year 2024-2025. In Ontario, FNCFS Agencies continue to have access to actuals for intake and investigations, legal fees, and building repairs for fiscal year 2024-2025.

Recommended Draft for Review

- (iii) The deadline for the submission of all claims related to fiscal year 2024-2025 operations and maintenance expenditures is September 20, 2025.
- (b) Top-up funding for information technology, results, and emergency: This funding was not included in FNCFS Service Providers' initial allocations at the beginning of the fiscal year 2024-2025. Top-up funding shall be added to FNCFS Services Providers' funding agreements in or around November 2024 following the adjustment described in (a).
- (c) Household supports funding: This funding was not included in FNCFS Service Providers' initial allocations at the beginning of the fiscal year 2024-2025. Household supports funding shall be added to FNCFS Services Providers' funding agreements in or around November 2024.
- (d) Prevention funding: ISC allocated prevention funding in accordance with the approach determined prior to the coming into effect of this Final Settlement Agreement.
- (e) First Nation Representative Services funding:
 - (i) For First Nations except those in Ontario, ISC has funded First Nation Representative Services in accordance with paragraph 25.
 - (ii) For First Nations in Ontario, ISC has allocated funding for First Nation Representative Services in accordance with an approach determined prior to the coming into effect of this Final Settlement Agreement. Where a First Nation in Ontario has expended 75% of First Nation Representative Services funding received for 2024-2025 and submitted a plan for expenditure of the remaining 25%, it may access funding at actual costs until March 31, 2025. The deadline for the submission of all claims related to 2024-2025 First Nation Representative Services expenditures is September 20, 2025.

Recommended Draft for Review

- (f) Capital funding: In fiscal year 2024-2025, ISC shall continue to reimburse FNCFS Service Providers for the actual costs of capital projects that are approved by ISC under the 2021 CHRT 41 process.
- (g) Post-majority support services funding: ISC shall continue to reimburse FNCFS Service Providers for the actual costs of post-majority support services until March 31, 2025. The deadline for the submission of all claims for reimbursement of 2024-2025 post-majority support services expenditures is September 20, 2025.
- (h) Remoteness adjustment funding:
 - (i) For fiscal year 2024-2025, ISC has allocated remoteness adjustment funding with respect to First Nation Representative Services funding outside of Ontario and with respect to prevention funding, in accordance with the transitional approach agreed upon by the Parties prior to the coming into effect of this Final Settlement Agreement.
 - (ii) In or around November 2024, ISC shall provide remoteness adjustment funding for fiscal year 2024-2025 with respect to results, information technology, emergency, and household supports funding in accordance with paragraph 32.
 - (iii) Due to the availability of reimbursement at actual costs for fiscal year 2024-2025, ISC shall not provide remoteness adjustment funding with respect to post-majority support services funding or with respect to First Nations Representative Services funding in Ontario for fiscal year 2024-2025.

April 1, 2025-March 31, 2026

53. Operations and maintenance funding:

- (a) Commencing on April 1, 2025, FNCFS Agencies' access to the reimbursement of their actual costs for intake and investigations, legal fees, building repairs, child service purchase, and small agency costs shall cease.

Recommended Draft for Review

- (b) Outside Ontario, ISC shall reimburse claims of FNCFS Agencies' actual costs for intake and investigations, legal fees, building repairs, child service purchase, and small agency costs incurred in fiscal year 2024-2025, submitted on or before September 20, 2025.
 - (c) In Ontario, ISC shall reimburse claims of FNCFS Agencies' actual costs for intake and investigations, legal fees, and building repairs incurred in fiscal year 2024-2025, submitted on or before September 20, 2025.
- 54. Baseline funding: FNCFS Agencies shall receive Baseline Funding for fiscal year 2025-2026.
- 55. Top-up funding for information technology, results, and emergency: Top-up funding for 2025-2026 shall be included in FNCFS Service Providers' initial allocations at the beginning of the fiscal year.
- 56. Household supports funding: Household supports funding for fiscal year 2025-2026 shall be included in First Nations' initial allocations at the beginning of the fiscal year.
- 57. Prevention funding:
 - (a) Where a First Nation's affiliated FNCFS Agency is affiliated with more than one First Nation, ISC shall divide the prevention funding attributed to the individual First Nation's population between the individual First Nation and the FNCFS Agency by taking the following steps:
 - (i) Divide the individual First Nation's population by the sum of the populations of all First Nations affiliated to the FNCFS Agency;
 - (ii) Multiply the individual First Nation's population by the per capita amount established in paragraph 22;
 - (iii) Multiply (i) by (ii); and
 - (iv) Provide funding equal to (iii) to the FNCFS Agency and the remainder of (ii) to the individual First Nation.

Recommended Draft for Review

- (b) Where, following the division described above, a First Nation would receive less than \$75,000 in prevention funding, ISC shall provide that First Nation with \$75,000, adjusted for inflation.
- (c) Where an FNCFS Agency is affiliated with only one First Nation, ISC shall divide the prevention funding attributed to that First Nation's population between the First Nation and the FNCFS Agency in the same proportion as such funding was divided between the First Nation and the FNCFS Agency in fiscal year 2024-2025, except where the First Nation and FNCFS Agency have agreed on a different division by December 1, 2024. For clarity, total prevention funding provided to such a First Nation and FNCFS Agency in fiscal year 2025-2026 shall not be greater than the per capita amount provided for in paragraph 22 multiplied by the First Nation's population.

58. First Nation Representative Services funding:

- (a) For First Nations except those in Ontario, First Nation Representative Services funding shall be funded in accordance with paragraph 25.
- (b) Commencing on April 1, 2025, First Nations in Ontario shall no longer have access to reimbursement of their actual costs for First Nation Representative Services. ISC shall provide First Nation Representative Services funding to each First Nation in Ontario in an amount equal to its highest annual amount of First Nation Representative Services funding received over the following four fiscal years, from fiscal year 2019-2020 to fiscal year 2022-2023.

59. FNCFS capital funding:

- (a) Commencing on April 1, 2025, ISC shall no longer accept funding requests under the 2021 CHRT 41 process. ISC shall instead provide capital funding in the manner described in subparagraph 42(e).
- (b) For greater clarity, ISC shall continue to process capital funding requests that are received on or before March 31, 2025, and fund those requests that are approved, pursuant to 2021 CHRT 41. Requests received shall include requests that are paused or pending approval from ISC as of March 31, 2025.

Recommended Draft for Review

60. Post-majority support services funding: Commencing on April 1, 2025, FNCFS Service Providers shall no longer have access to reimbursement of their actual costs for post-majority support services. ISC shall instead provide post-majority support services funding in the manner outlined in subparagraph 42(f).
61. Remoteness adjustment funding: Commencing on April 1, 2025, ISC shall apply the remoteness adjustment to all funding components that are to be adjusted for remoteness in Part V (A).

From April 1, 2026, Onward

62. As of April 1, 2026, the transition to the Reformed FNCFS Funding Approach shall be complete.

Support for FNCFS Services Providers in the Transition to the Reformed FNCFS Funding Approach

63. ISC shall support FNCFS Services Providers in the transition to the Reformed FNCFS Funding Approach, including by informing them as soon as reasonably possible about:
 - (a) the Reformed FNCFS Funding Approach and its implementation requirements, including that of a co-developed child and community well-being plan as outlined in paragraphs 134 to 136 and the First Nations plan as outlined at paragraph 43;
 - (b) the changes to the funding agreement as between ISC and FNCFS Service Providers commencing in fiscal year 2025-2026, as provided for in Appendix 6;
 - (c) new and revised external guidelines to support the implementation of the Reformed FNCFS Funding Approach, including but not limited to implementation guides and revised Terms and Conditions; and
 - (d) reporting requirements commencing in fiscal year 2025-2026.

G. Reform of Federal-Provincial and Federal-Yukon Funding Agreements

64. Canada enters into federal-provincial and federal-Yukon agreements to support the provision of child and family services to Non-Agency First

Recommended Draft for Review

Nations. For the purpose of reforming those agreements, ISC shall engage with provincial and Yukon governments providing child and family services to Non-Agency First Nations. ISC shall make best efforts to ensure that the reformed federal-provincial and federal-Yukon agreements adhere to the principles in PART II – PRINCIPLES of this Final Settlement Agreement, as well as applicable federal, provincial, or Yukon legislation.

65. ISC shall provide opportunities for Non-Agency First Nations to be actively involved in discussions with respect to the reform of federal-provincial and federal-Yukon agreements that enable the implementation of the Reformed FNCFS Program. These discussions will support and inform the negotiation and implementation of such agreements, and ISC shall provide quarterly reports on these discussions to the Reform Implementation Committee.
66. ISC shall make best efforts to work collaboratively with Non-Agency First Nations and provincial and Yukon governments in seeking to co-develop governance and accountability provisions consistent with this Final Settlement Agreement within the federal-provincial and federal-Yukon agreements. Such accountability provisions shall include audits, annual reporting, and funding reviews. ISC shall also make best efforts to include provisions relating to performance data collection, analysis, and reporting methodology to which the provincial or Yukon government shall adhere, as well as provisions to publicly disclose the amount of funding provided under these agreements and the services and activities for which funding is provided.
67. In the event that Canada fails to reach agreement with a province or Yukon, ISC shall refer the matter to the Reform Implementation Committee for discussion with respect to possible solutions.
68. Canada's efforts to reform the federal-provincial and federal-Yukon agreements support the reform of the FNCFS Program and are not intended to impede First Nations seeking to exercise jurisdiction in relation to child and family services on a nation-to-nation basis.
69. COO, NAN, and Canada shall continue to work together on an expedited basis to pursue reform of the 1965 Agreement with the Government of

Recommended Draft for Review

Ontario, recognizing that any change to the 1965 Agreement requires the participation and consent of the Government of Ontario.

70. As the 1965 Agreement outlines federal commitments for reimbursement of eligible services in provincial program areas beyond child and family services, COO, NAN, and Canada have concluded a separate trilateral agreement to guide their approach to 1965 Agreement reform.
71. COO, NAN, and Canada agree to make best efforts to negotiate a reformed 1965 Agreement that, in relation to child and family services, is consistent with the purposes and principles of this Final Settlement Agreement.
72. In the event that Canada fails to reach agreement with the Government of Ontario on a reformed 1965 Agreement as it relates to child and family services, ISC, COO, and NAN shall discuss possible alternatives to reform of the 1965 Agreement, which may include considering whether ISC can fund FNCFS Agencies in Ontario in the same way as FNCFS Agencies outside Ontario. Canada, COO, and NAN recognize that such alternatives may require collaboration with the Government of Ontario.
73. The application of the Reformed FNCFS Funding Approach as it applies to FNCFS Agencies in Ontario may change as a result of the reformed 1965 Agreement. Any such change may require amendment to this Final Settlement Agreement pursuant to paragraph 390.
74. Save for paragraphs 71 and 72 this Final Settlement Agreement does not apply to the process of 1965 Agreement reform or the content of a reformed 1965 Agreement.

H. Application of the 1965 Agreement in Ontario

75. COO, NAN, and Canada do not intend for this Final Settlement Agreement to decrease any Government of Ontario funding for First Nations child and family services on reserve, including prevention. If the Government of Ontario decreases funding for First Nations child and family services, COO, NAN, and Canada shall consider the impact of that decrease as part of the next Program Assessment.

Recommended Draft for Review

76. In the event that the funding made available by the Government of Ontario and Canada to FNCFS Agencies in Ontario is limited in some way by the operation of the 1965 Agreement, that limitation shall be raised with the Government of Ontario in the discussions on 1965 Agreement reform.

I. Information Technology, Results, and Emergency Funding in Ontario

77. For First Nations in Ontario that are affiliated with an FNCFS Agency, ISC shall determine information technology, results, and emergency funding in fiscal year 2024-2025 as follows:
- (a) For each FNCFS Agency, estimate the share of its operations and maintenance funding provided by the Government of Ontario for fiscal year 2024-2025 that ISC will reimburse to the Government of Ontario under the 1965 Agreement;
 - (b) Add to (a) the actuals funding for intake and investigations, legal fees, and building repairs that the FNCFS Agency received directly from ISC in fiscal year 2023-2024;
 - (c) Applying the percentages in paragraphs 18, 19 and 20 to (b), determine the funding for information technology, results, and emergency associated with the FNCFS Agency; and
 - (d) On a population-weighted basis, divide all of the information technology and results funding and 50% of the emergency funding in (c) among the First Nations affiliated with the FNCFS Agency, and allocate the remaining 50% of the emergency funding to the FNCFS Agency.
78. In subsequent years, the information technology, results, and emergency funding of First Nations in Ontario affiliated with an FNCFS Agency and the emergency funding of FNCFS Agencies in Ontario shall be upwardly adjusted for inflation and population growth, and where applicable, remoteness, and shall not be reduced. In addition, in fiscal year 2025-2026, information technology, results, and emergency funding shall be adjusted in or around November 2025 to account for actuals funding for intake and investigations, legal fees, and building repairs provided directly to FNCFS Agencies in Ontario by ISC for fiscal year 2024-2025.

Recommended Draft for Review

J. Funding for Non-Agency First Nations

79. ISC provides funding to provincial and Yukon governments to provide protection services for Non-Agency First Nations. With respect to the allocation of funding under the Reformed FNCFS Funding Approach to an individual Non-Agency First Nation, ISC shall:
- (a) Provide all prevention funding attributable to the Non-Agency First Nation to that First Nation;
 - (b) Provide all emergency funding calculated as a percentage of the Non-Agency First Nation's notional Baseline Funding, which shall be determined as outlined in paragraphs 80 and 82, to that First Nation; and
 - (c) Allocate all other funding in the same manner as ISC will use for First Nations affiliated with an FNCFS Agency.
80. For First Nations except those in Ontario, ISC shall determine the information technology, results, and emergency funding for Non-Agency First Nations in fiscal year 2024-2025 as follows:
- (a) Identify the operations and maintenance funding provided in fiscal year 2023-2024 to the applicable provincial or Yukon government;
 - (b) Subtract from (a) any funding used by the provincial or Yukon government for provincial or territorial administrative expenses;
 - (c) Applying the percentages in paragraphs 18, 19 and 20 to (b), determine the total funding for information technology, results, and emergency for Non-Agency First Nations in the province or Yukon; and,
 - (d) Allocate (c) proportionally among Non-Agency First Nations in the province or Yukon according to the population of those First Nations.
81. In subsequent years, a Non-Agency First Nation's information technology, results, and emergency funding shall be upwardly adjusted for inflation and population growth, and where applicable, remoteness, and shall not be reduced.

Recommended Draft for Review

82. For Non-Agency First Nations in Ontario, ISC shall determine the information technology, results, and emergency funding in fiscal year 2024-2025 as follows:
- (a) Identify total operations and maintenance funding provided by the Government of Ontario for fiscal year 2024-2025 to child and family services agencies in Ontario that are not FNCFS Agencies, and estimate the share of that funding that ISC will reimburse to the Government of Ontario under the 1965 Agreement;
 - (b) Applying the percentages in paragraphs 18, 19, and 20 to (a), determine the total funding for information technology, results, and emergency for Non-Agency First Nations in Ontario; and
 - (c) Allocate (b) proportionally among Non-Agency First Nations in Ontario according to the population of those First Nations.
83. In subsequent years, the information technology, results, and emergency funding of Non-Agency First Nations in Ontario shall be upwardly adjusted for inflation and population growth, and where applicable, remoteness, and shall not be reduced.

K. New FNCFS Agencies and FNCFS Agency Transitions within the Reformed FNCFS Program

84. Upon receipt of written notice from a First Nation of its intention to transition its protection services from a provincial or Yukon government or from its currently affiliated FNCFS Agency to a new or existing FNCFS Agency, ISC shall fund and facilitate such a transition.
85. Where a First Nation transitions to a new FNCFS Agency, ISC's funding shall include reasonable start-up costs as determined by ISC, following discussion amongst ISC, the First Nation, and the provincial or Yukon government, as applicable. ISC shall transfer funding under the Reformed FNCFS Program from the provincial or Yukon government or from the First Nation's currently affiliated FNCFS Agency to the new or existing FNCFS Agency.
86. ISC shall provide an FNCFS Agency with notice as specified in the funding agreement between Canada and the FNCFS Agency prior to changing the FNCFS Agency's funding due to a First Nation's transition away from the

Recommended Draft for Review

FNCFS Agency with respect to protection services. ISC shall meet with the First Nation and the FNCFS Agency from whom the First Nation is transitioning as soon as practical, for the purpose of considering options to minimize disruption to the FNCFS Agency's operations. ISC shall also provide notice to the applicable provincial or Yukon government as specified in the federal-provincial or federal-Yukon agreement where a First Nation transitions away from the provincial or Yukon government with respect to protection services.

PART VI –THE REFORMED FNCFS FUNDING APPROACH: SECOND FIVE-YEAR FUNDING PERIOD

87. ISC shall continue to administer the Reformed FNCFS Program through the Second Five-Year Funding Period.
88. For the Second Five-Year Funding Period, ISC shall provide total annual funding for the Reformed FNCFS Program of at least the amount of funding provided for the Reformed FNCFS Program in fiscal year 2028-2029. Following the Initial Program Assessment, the funding for the Second Five-Year Funding Period may be upwardly adjusted further to the recommendations adopted by Canada or as reviewed by the Dispute Resolution Tribunal further to paragraph 231, as otherwise subject to judicial review and any appeals thereof as set out in this Final Settlement Agreement.
89. ISC shall seek a mandate for the Second Five-Year Funding Period in relation to the recommendations of the Reform Implementation Committee's Initial Program Assessment Opinion that it is prepared to recommend for adoption.
90. In addition to other eligible expenses, insurance premiums for FNCFS Service Providers shall remain an eligible expense for funding provided under the Reformed FNCFS Program in the Second Five-Year Funding Period.
91. For the purpose of the Second Five-Year Funding Period, the Parties recognize the value of the First Nations census to be led by the First Nations

Recommended Draft for Review

Information Governance Centre for potential use in estimating the on-reserve population of First Nations under the Reformed FNCFS Funding Approach.

92. In the Second Five-Year Funding Period, Canada shall provide up to \$1.017 billion to FNCFS Service Providers for capital projects to support the delivery of First Nations child and family services on-reserve and in Yukon. In addition to this amount, ISC may make available for capital projects any remaining uncommitted capital funding from the Initial Five-Year Funding Period, subject to Parliamentary appropriation and relevant authorities.
93. In the Second Five-Year Funding Period, Canada shall provide \$998.4 million for post-majority support services to support First Nations youth aging out of care and young adults formerly in care in the transition to adulthood and independence. The amount of \$998.4 million includes an amount for inflation and shall not be further adjusted for inflation.

PART VII –THE REFORMED FNCFS FUNDING APPROACH: FOLLOWING THE EXPIRY OF THE TERM OF THIS FINAL SETTLEMENT AGREEMENT

94. This Final Settlement Agreement expires on March 31, 2034.
95. Canada acknowledges its ongoing obligation to ensure that the discrimination found by the Tribunal has been eliminated and does not recur.
96. ISC shall engage with the Parties with respect to the recommendations of the Reform Implementation Committee following the Second Program Assessment to inform the design and/or development of the Reformed FNCFS Program, or successor program, which may take effect following the expiry of the Term of this Final Settlement Agreement.
97. In considering the Reform Implementation Committee’s Second Program Assessment Opinion, Canada shall consider the viability of embedding the Reformed FNCFS Funding Approach, and any recommended changes thereto, in legislation.

PART VIII – MEASURING THE PERFORMANCE OF THE REFORMED FNCFS PROGRAM

98. The Parties anticipate the Reformed FNCFS Program will result in an overall reduction of First Nations children coming into care over time. Obtaining

Recommended Draft for Review

standardized data on the efficacy of the Reformed FNCFS Program, on services provided to First Nations children under the Reformed FNCFS Program, and on the overall well-being of First Nations children, families, and communities will contribute to the reporting to Parliament and Canadians on the outcomes of the Reformed FNCFS Program.

99. For the purpose of reporting to Parliament under the Reformed FNCFS Program, ISC shall analyze internal data to inform relevant immediate outcomes. ISC shall also require FNCFS Service Providers to report on indicators directly related to their activities to advance the Reformed FNCFS Program's outcomes. ISC shall continue to work with its partners to develop and improve the Reformed FNCFS Program's indicators. As a starting point, the indicators in Appendix 2 shall be used for the performance measurement of the Reformed FNCFS Program.
100. Where an FNCFS Service Provider is experiencing extraordinary circumstances beyond their control which adversely affects their ability to report under this Part, ISC shall work with the FNCFS Service Provider to develop a plan to fulfill its reporting requirements as expeditiously as possible.
101. To support monitoring related to Structural Drivers that lead children and families into contact with the child welfare system, Canada shall continue to report publicly through ISC's Departmental Results Report on indicators that are consistent with the Measuring to Thrive Framework. The areas of measurement on which Canada shall report will include rates of and/or access to:
 - (a) Safe and suitable housing;
 - (b) Sufficient and safe water from source to tap;
 - (c) Family reunification;
 - (d) Livable income; and
 - (e) Mental health and specialized services within the community.
102. To support the mandate of the National Secretariat in measuring First Nations child and family well-being in a holistic way, ISC shall make best

Recommended Draft for Review

efforts to conclude an umbrella information-sharing agreement with the National Secretariat in order to facilitate the access to and sharing of departmental data that will contribute to the general knowledge base of child and family well-being. The departmental data available to be shared would include all the service areas as identified in the ISC Departmental Results Framework, which is publicly available.

PART IX – HOUSING FUNDING

103. Canada shall provide funding in the amount of \$1.79 billion over fiscal years 2024-2025, 2025-2026, 2026-2027, and 2027-2028 to First Nations to support the purchase, construction, and renovation of housing units in First Nations for the purposes of preventing First Nations children from being taken into care and of supporting reunification where housing is a barrier.
104. To determine the amount of housing funding to which an individual First Nation is entitled over those four fiscal years, ISC shall:
 - (a) Identify the population of the First Nation (on reserve or in Yukon) as indicated in the Indian Registration System as of December 31, 2023;
 - (b) Multiply the First Nation's population identified in (a) by:
 - (i) One (1) plus the First Nation's 2021 Index of Remoteness score; and by
 - (ii) One (1) plus the percentage of the First Nation's population living in an overcrowded dwelling, drawn from Census 2021 data. For First Nations that are missing Census data, ISC shall impute the percentage living in an overcrowded dwelling from a nearby First Nation for whom data is available;
 - (c) Divide (b) by the total population of First Nations eligible for housing funding as adjusted by the factors in (b);
 - (d) Subtract \$250,000 multiplied by the total number of First Nations eligible for housing funding from \$1.79 billion;
 - (e) Multiply (c) by (d); and
 - (f) Add \$250,000 to (e).

Recommended Draft for Review

For illustrative purposes, an example has been attached at Appendix 11.

105. Within the term of their funding agreements, ISC shall allow First Nations to carry forward unexpended housing funding in a particular fiscal year to the following fiscal year, provided that that fiscal year is within the term of the First Nation's funding agreement. If necessary to expend unexpended housing funding and upon acceptance of the First Nation's unexpended funding plan, ISC shall extend the term of a First Nation's funding agreement.
106. First Nations shall report to ISC on the housing funding through established data collection tools, modified to reflect the purpose of this funding. First Nations shall also report to the National Secretariat on the "safe and suitable housing" area of measurement in support of the Initial Program Assessment.

PART X – NATIONAL AND REGIONAL SECRETARIATS

107. ISC shall provide funding to the National Secretariat in the amount of \$84.1 million over the Term to support the National First Nation Child and Family Services Secretariat and Regional Secretariat(s).

A. National Secretariat

Function

108. The National Secretariat shall be independent from the Government of Canada. It shall be a First Nations-led, apolitical, not-for-profit corporation.
109. The National Secretariat shall be established with two sectors, a Best Practices and Programming sector and a Data and Evidence sector, the respective roles of which will be delineated by the National Secretariat.
110. The National Secretariat shall be responsible for the following:
 - (a) Making best efforts to procure an existing organization with child and family services and/or data collection expertise from each region to act as a Regional Secretariat and to conclude the necessary bilateral agreements;
 - (b) The development and dissemination of best practice guidelines, tools for child and family services, and other operational supports, ensuring a consistent standard for engagement and messaging;

Recommended Draft for Review

- (c) The coordination of regional efforts to uphold the integrity of service quality and promote the National Secretariat's strategic goals;
 - (d) Supporting Regional Secretariats should circumstances arise which impact their ability to promote best practice programming;
 - (e) Working collaboratively with the Remoteness Secretariat;
 - (f) Establishing data related priorities for the purposes of its data collection efforts and analysis;
 - (g) Acting as the central hub for all data activities and responsibility for implementing measures to facilitate its receipt of data;
 - (h) Synthesizing regional and other relevant data to develop recommendations in relation to the implementation and efficacy of the Reformed FNCFS Program, as well as evidence-based practices which will inform and refine best practice programming and supports;
 - (i) Overseeing the overall performance of Regional Secretariats; and
 - (j) Reporting findings, concerns, and/or recommendations to the Reform Implementation Committee in relation to the implementation and efficacy of the Reformed FNCFS Program.
111. For clarity, the regions in which Regional Secretariats will be established shall be defined by the National Secretariat.

Governance

112. The membership of the National Secretariat shall consist of the corporations carrying on business as the AFN, COO, and NAN.
113. The National Secretariat shall be governed by a board of directors comprised of six (6) individuals, appointed by the members, who collectively reflect expertise in the fields of child and family services, data collection and analysis, and organizational management. To the extent possible, the board of directors shall reflect regional variation.
114. The AFN shall incorporate the National Secretariat. The draft Articles and Bylaws for the National Secretariat are found at Appendix 9.

Recommended Draft for Review

115. The National Secretariat shall provide an annual written report to the members and make itself available for presentations at their assemblies when requested.

Data Inputs and Management

116. The National Secretariat will receive data directly from FNCFS Agencies and ISC, which shall include, but is not limited to, the following:
- (a) FNCFS Agencies shall provide data collected with respect to the community wellness indicators as provided for in paragraph 139, and may share the community wellness plan as provided for in paragraph 134 upon consent of the affiliated First Nation; and
 - (b) ISC shall provide data received from the provinces and territories further to the agreements as described in paragraph 66, data related to the preparation of ISC's Departmental Results Report and its reporting to Parliament on the indicators described at paragraph 101, and data received from FNCFS Service Providers in relation to the indicators and outcomes as provided in paragraph 99.

B. Regional Secretariats

117. The Regional Secretariats, where established, shall operate further to their bilateral agreements with the National Secretariat and may be responsible for the following:
- (a) Capturing regional data further to the standards established by the National Secretariat, ensuring programming is responsive to the specific cultural and social dynamics of their communities;
 - (b) Implementing and refining best practice programming at the regional level, informed by direct community input and localized evidence;
 - (c) Forwarding regional data and insights to the National Secretariat for the purpose of fostering a two-way flow of information that enhances national programming strategies;
 - (d) Engaging with local organizations and communities to ensure programming is culturally congruent, effective, and endorsed by those it serves; and

Recommended Draft for Review

- (e) Supporting the work of the National Secretariat, executing programs as per the National Secretariat's guidance while providing regional input and insights to inform the ongoing refinement of the national best practices strategies.

PART XI – REMOTENESS RESEARCH AND RELATED ITEMS

Purpose

- 118. The purpose of this Part is to account for remoteness issues, including the increased costs associated with remoteness, and to establish or continue processes for ISC to engage with representatives of remote First Nations for that purpose. The increased costs associated with remoteness impact remote First Nations, the FNCFS Agencies that serve them, and the children, youth, and families of remote First Nations.

NARC-Canada Remoteness Table

- 119. The Parties recognize the unique challenges and increased time and expense required to deliver child welfare services in remote communities. Working collaboratively with NARC, Canada shall establish the NARC-Canada Remoteness Table to address issues of remoteness, including the increased costs associated with remoteness, at a national level.
- 120. Subject to the direction of its members, the NARC-Canada Remoteness Table shall consider the work of the NAN-Canada Remoteness Quotient Table, including the RQAF, and shall adopt and/or develop a First Nations-sighted, evidence-based, statistical approach to estimating the increased child and family services costs associated with remoteness and accounting for those costs in the funding provided under the Reformed FNCFS Program, on a national basis.
- 121. For greater clarity, the work of the NARC-Canada Remoteness Table may include further development of the RQAF for national application, including the development and integration of region-specific data. The NARC-Canada Remoteness Table may also seek to collaborate with Statistics Canada to further develop the Index of Remoteness.

Recommended Draft for Review

122. The NARC-Canada Remoteness Table shall be separate and independent from the NAN-Canada Remoteness Quotient Table, which shall continue unaffected by the creation of the NARC-Canada Remoteness Table.
123. For greater clarity, the NARC-Canada Remoteness Table and the NAN-Canada Remoteness Quotient Table shall inform and consider the work of one another in relation to further development of the RQAF, or any other approaches to adjusting funding to account for remoteness, and in relation to further development of the Index of Remoteness.
124. Canada and NARC may discuss how to model different remoteness adjustment approaches with a sample of remote communities across Canada to assess the ability of those approaches to respond to and address the unique needs of remote communities, including accounting for the increased costs of delivering services in remote communities. For clarity, such modelling shall not involve ISC providing greater remoteness adjustment funding within the Initial Five-Year Funding Period than that provided for in paragraph 32.
125. The Reform Implementation Committee shall consider input from the NARC-Canada Remoteness Table, including any modelling and research undertaken by the NARC-Canada Remoteness Table, with respect to how remoteness issues are addressed under the Reformed FNCFS Program at a national level.

NAN-Canada Remoteness Quotient Table

126. The work of the NAN-Canada Remoteness Quotient Table may include continuing the development and updating of the initial NAN-specific Remoteness Quotient work, the RQAF, and other NAN-specific approaches to addressing remoteness issues and accounting for the increased child and family services costs associated with remoteness that impact NAN First Nations and the FNCFS Agencies that serve them. The NAN-Canada Remoteness Quotient Table may also seek to collaborate with Statistics Canada to further develop the Index of Remoteness. The NAN-Canada Remoteness Quotient Table may also model approaches to addressing remoteness issues, working in collaboration with the NARC-Canada

Recommended Draft for Review

Remoteness Table. For clarity, such modelling shall not involve ISC providing greater remoteness adjustment funding within the Initial Five-Year Funding Period than that provided for in paragraph 32.

127. The Reform Implementation Committee shall consider input from the NAN-Canada Remoteness Quotient Table, including any modelling and research undertaken by the NAN-Canada Remoteness Quotient Table, with respect to how remoteness issues are addressed under the Reformed FNCFS Program for NAN First Nations and the FNCFS Agencies that serve them.

Remoteness Secretariat

128. In collaboration with NARC, NAN shall establish a Remoteness Secretariat, which will be a centre of expertise on the impacts of remoteness experienced by First Nations and FNCFS Agencies. The Remoteness Secretariat shall provide technical support to the NARC-Canada Remoteness Table. The Remoteness Secretariat shall also work collaboratively with the National Secretariat described in Part X (A).
129. The Remoteness Secretariat shall be responsible for:
 - (a) coordinating and supporting data collection, accumulation, analysis, and research efforts with respect to measurement, implications, and associated costs of remoteness; and
 - (b) sharing best practices and disseminating remoteness-related research and tools among First Nations and FNCFS Agencies.
130. If necessary, ISC shall make best efforts to negotiate an umbrella information-sharing agreement with the Remoteness Secretariat in order to facilitate the access to and sharing of ISC data related to the measurement of and adjustment of funding for remoteness.
131. ISC shall provide \$3 million annually over the Term of this Final Settlement Agreement to support NARC, the NAN Canada Remoteness Quotient Table and the Remoteness Secretariat, the allocation of which shall be determined at a later time.

PART XII – FIRST NATIONS EXERCISING INHERENT JURISDICTION OVER CHILD AND FAMILY SERVICES

132. A First Nation that is funded to exercise jurisdiction in the delivery of some or all aspects of child and family services pursuant to a self-government agreement, a treaty arrangement, a coordination agreement under *An Act respecting First Nations, Inuit and Métis children, youth and families*, S.C. 2019, c. 24, or some alternative federal jurisdictional and funding process (“jurisdictional agreement”) shall not be offered less funding than what its entitlement would be for services funded under the Reformed FNCFS Funding Approach and covered by such jurisdictional agreement. Save for this Part, this Final Settlement Agreement shall not apply to these First Nations, except respecting services for which the First Nation continues to be funded under the Reformed FNCFS Program.
133. Where a First Nation receives funding for services pursuant to a jurisdictional agreement, that First Nation and its affiliated FNCFS Service Providers shall not receive funding under the Reformed FNCFS Funding Approach for the services covered by the jurisdictional agreement. ISC shall transfer an amount equal to the funding that would otherwise be provided for such services out of the Reformed FNCFS Program. All funding commitments under this Final Settlement Agreement are subject to adjustment on this basis.

PART XIII – AGENCY ACCOUNTABILITY TO FIRST NATIONS IN RELATION TO THE REFORMED FNCFS PROGRAM

Planning

134. Accountability of FNCFS Agencies to the First Nations they serve is one of the principles of this Final Settlement Agreement. To uphold this principle, and through its funding agreements with FNCFS Agencies under the Reformed FNCFS Program, ISC shall require FNCFS Agencies to co-develop a single child and community well-being plan with its affiliated First Nation(s). The plan must be submitted by June 30, 2025, and extend until March 31, 2029, subject to annual updates, as necessary.

Recommended Draft for Review

135. At least 90 days prior to the expiry of its child and community well-being plan, an FNCFS Agency shall submit a subsequent child and community well-being plan, co-developed with the First Nation(s) affiliated with that FNCFS Agency. Where the aforementioned deadlines are not met, ISC shall take any actions available to ensure FNCFS Agency compliance.
136. A child and community well-being plan developed by the FNCFS Agency, in consultation with their affiliated First Nations, must incorporate:
- (a) activities undertaken and associated expenditures of the FNCFS Agency with respect to Baseline Funding, emergency funding, and prevention funding, if any, over the Initial Five-Year Funding Period;
 - (b) multi-year financial forecasts including unexpended funds and how they will be spent;
 - (c) plans for the realization of performance target set by the First Nation;
 - (d) risk management strategies;
 - (e) provisions for regular reporting by the FNCFS Agency to the First Nation which shall include annual numbers of youth who are eligible for or will become eligible for post-majority services funding;
 - (f) mechanisms to facilitate the sharing of information, to assist First Nations in the delivery of services under the Reformed FNCFS Program;
 - (g) provisions that recognize and respect First Nations' delivery of First Nation Representative Services and post-majority support services;
 - (h) an integrated approach to the delivery of prevention services as between the FNCFS Agency and their affiliated First Nations, which delineates their respective roles and ensures support to families and their communities in the provision of holistic wrap-around services; and
 - (i) consideration for the supporting and complementary roles of the FNCFS Agency and their affiliated First Nations in the delivery of services under the Reformed FNCFS Program.

Recommended Draft for Review

137. Through its funding agreements with FNCFS Agencies under the Reformed FNCFS Program, ISC shall require an FNCFS Agency to:
- (a) fund the co-development of its child and community well-being plans, including providing opportunities for the meaningful participation of its affiliated First Nation(s) in the co-development process; and
 - (b) report to ISC and its affiliated First Nation(s) on the implementation of its child and community well-being plan(s) on an annual basis.
138. A First Nation may inform ISC of any concerns it has with its FNCFS Agency's compliance with the child and community well-being plan. ISC shall make the FNCFS Agency aware of the scope of the concerns and consider appropriate responses, which may include individual FNCFS Agency audits.

Community-Wellness Reporting

139. ISC's funding agreements with FNCFS Agencies under the Reformed FNCFS Program shall require FNCFS Agencies to collect data and report on indicators drawn from the Measuring to Thrive Framework. The intent of this data collection is to provide First Nations and FNCFS Agencies with a holistic vision of the people they serve and the context in which they operate to support enhanced decision-making. The indicators on which FNCFS Agencies shall collect data with respect to children receiving protection services are as follows:
- (a) Knowledge of Indigenous languages;
 - (b) Connection (access) to land;
 - (c) Community-based activities;
 - (d) Spirituality;
 - (e) Family reunification;
 - (f) Placement within community (kin and kith);
 - (g) Stability (i.e. moves in care);
 - (h) Incidence of abuse while child is in care;
 - (i) Reason for entry;

Recommended Draft for Review

- (j) Housing factor;
 - (k) Reason for exit;
 - (l) Time to exit;
 - (m) Referrals to specialized services within the community:
 - (i) pre- and post- natal services
 - (ii) medical services
 - (iii) mental health services;
 - (iv) substance misuse services;
 - (v) family violence intervention services;
 - (vi) FNCFS prevention services
 - (n) Education
 - (i) Early learning childhood education
 - (ii) meeting numeracy and literacy targets
 - (iii) Secondary education completion rate
 - (iv) Post-secondary education aspirations
140. Through its funding agreements with FNCFS Agencies under the Reformed FNCFS Program, ISC shall require each FNCFS Agency to report annually to its affiliated First Nations and the National Secretariat on the indicators provided for in paragraph 139.
141. In addition to this mandatory data collection, a First Nation may collaborate with its affiliated FNCFS Agency to collect data on additional well-being indicators to enhance their performance measurement. First Nations are encouraged to consider collecting community-level information in relation to the following indicators:
- (a) Availability of community-based services
 - (i) pre- and post- natal services;
 - (ii) mental health services;
 - (iii) substance misuse services;

Recommended Draft for Review

- (iv) family violence intervention services;
 - (v) land-based activities;
 - (vi) cultural and spiritual events
 - (vii) FNCFS prevention services
 - (b) Livable income and affordability;
 - (i) percentage of households below Low Income Measure-After Tax
 - (ii) percentage of households below the Market Basket Measure
 - (c) Education;
 - (i) Availability of early childhood education
 - (ii) Numeracy and literacy target rate (elementary/secondary);
 - (iii) Secondary school completion rate;
 - (iv) Access to post-secondary education.
 - (v) Availability of First Nations language education;
 - (d) Housing and water
 - (i) Housing in need of major repair
 - (ii) Conditions of overcrowding
 - (iii) Homes with potable water from the tap
142. First Nations may request advice and/or direction from the National Secretariat in relation to the collection of information on community level indicators.

ISC Reporting on Compliance

143. ISC's funding agreements with FNCFS Service Providers under the Reformed FNCFS Program shall allow ISC to report to each First Nation on its affiliated FNCFS Agency's compliance with its funding agreement. ISC shall report on such compliance to a First Nation upon its request, or upon ISC's discovery of material non-compliance by its affiliated FNCFS Agency.

Recommended Draft for Review

144. ISC's funding agreements shall also allow ISC to report to the Reform Implementation Committee on each FNCFS Agency's compliance with its funding agreements. ISC shall report quarterly to the Reform Implementation Committee on the compliance of FNCFS Agencies with their funding agreements and may consider any recommendations of the Reform Implementation Committee.

PART XIV – GOVERNANCE OF THE REFORMED FNCFS PROGRAM

A. Reform Implementation Committee

145. The Reform Implementation Committee shall oversee and monitor the implementation of the Reformed FNCFS Program. Such oversight and monitoring shall consider all reviews and processes established by this Final Settlement Agreement, including the Program Assessments as described in PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS, to inform the Reform Implementation Committee's recommendations to Canada with respect to changes to the Reformed FNCFS Program.
146. The Reform Implementation Committee can at any time make recommendations in relation to the implementation of the Reformed FNCFS Program, except regarding discipline or removal of ISC employees or officers. The Dispute Resolution Process under this Final Settlement Agreement, as described in PART XIX – DISPUTE RESOLUTION PROCESS, shall not be available with respect to any recommendations of the Reform Implementation Committee requiring amendment to this Final Settlement Agreement or significant structural change to the Reformed FNCFS Program, except where such recommendations are made by way of the Reform Implementation Committee's Initial Program Assessment Opinion further to the requirements of paragraph 231.
147. The Reform Implementation Committee shall receive input, recommendations, and/or observations from the Parties, the following entities listed below, and any successors or additional entities constituted and/or unanimously endorsed by the Parties:

Recommended Draft for Review

- (a) Expert Advisory Committee;
 - (b) NAN-Canada Remoteness Quotient Table;
 - (c) NARC–Canada Remoteness Table;
 - (d) National Secretariat;
 - (e) Systemic Review Committee; and
 - (f) Technical Advisory Committee.
148. The Reform Implementation Committee shall consist of twelve (12) members. Each Party shall appoint three (3) members to the Reform Implementation Committee.
149. The Reform Implementation Committee shall operate in accordance with the terms of reference attached to this Final Settlement Agreement as Appendix 8, as updated by the Parties from time to time.
150. The responsibilities of the Reform Implementation Committee include:
- (a) Overseeing and monitoring the implementation of the Reformed FNCFS Program and making related recommendations to Canada;
 - (b) Supporting the oversight of the Program Assessment Organization and preparation of the Program Assessment Opinions and executive summaries for the Parties and the public;
 - (c) Overseeing the Expert Advisory Committee;
 - (d) Appointing an independent monitor responsible for monitoring Canada’s implementation of the accepted recommendations on the reform of ISC and the efficacy of reforms;
 - (e) Discussing possible solutions in the event that Canada fails to reach agreement with a province or Yukon, except Ontario, on governance and accountability provisions within a federal-provincial or federal-Yukon agreement;
 - (f) Receiving reports from the National Secretariat, NAN-Canada Remoteness Quotient Table, NARC-Canada Remoteness Table, ISC, the Systemic Review Committee, and the Technical Advisory

Recommended Draft for Review

Committee in relation to the implementation and efficacy of the Reformed FNCFS Program; and

- (g) Publishing an annual report on the progress of the implementation of this Final Settlement Agreement to be made available to the public, which shall be provided in advance to the Parties prior to being released to the public.

151. Canada shall pay reasonable insurance costs for members of the Reform Implementation Committee in relation to their duties on that committee, and Canada releases and holds harmless the Reform Implementation Committee and its members and counsel from any and all claims, counterclaims, suits, actions, causes of action, demands, damages, penalties, injuries, setoffs, judgments, debts, costs, expenses (including legal fees and expenses), or other liabilities of every character whatsoever by any reason relating to the negotiation and implementation of this Final Settlement Agreement, except arising out of or resulting from fraud, and this Final Settlement Agreement shall be a complete defence.

152. Canada shall provide funding in the amount of \$22.2 million over the Term to the AFN, COO, and NAN to support their participation in the Reform Implementation Committee. The AFN, COO, and NAN agree to provide reasonably detailed invoicing on a quarterly basis setting out the activities with regard to their participation. Canada agrees to pay the reasonable costs of such activities up to the amount of \$22.2 million over the Term. Such funding shall include, but not be limited to, funding for experts from whom the Reform Implementation Committee may decide to seek input, as well as youth engagement. Such funding shall also include, but not be limited to, funding for the monitor of ISC reform, outlined in paragraph 216. This funding is fixed for the Term, subject to review following the Initial Program Assessment. ISC shall provide secretariat support for the operation of the Reformed Implementation Committee over the Term.

B. Systemic Review Committee

153. The Reform Implementation Committee shall establish a Systemic Review Committee as a subcommittee. The Reform Implementation Committee shall

Recommended Draft for Review

establish Terms of Reference for the Systemic Review Committee, reflecting the terms of this Part.

154. The Systemic Review Committee's function is to review and identify trends in:
- (a) Service Provider Funding Adjustment Requests received by ISC from FNCFS Service Providers pursuant to paragraphs 191 and 192 and ISC's determinations of said requests;
 - (b) Claimant Disputes filed with the Dispute Resolution Tribunal and decisions of the Dispute Resolution Tribunal pursuant to paragraph 362; and
 - (c) Any feedback or commentary from Claimants relating to their experiences moving through the Claimant Dispute Process received by the Registrar through the process described at paragraph 370.
155. ISC and the Registrar shall provide the Systemic Review Committee with the information as set out at paragraph 154 on a quarterly basis.
156. The Systemic Review Committee shall review the information as set out at paragraph 154 and advise the Reform Implementation Committee of any trends of concern it finds and make recommendations to address and remedy any of its findings.

C. Technical Advisory Committee

157. The Reform Implementation Committee shall establish a Technical Advisory Committee as a subcommittee to provide technical advice on implementation of the Reformed FNCFS Program to the Reform Implementation Committee.
158. Canada shall provide up to \$12.0 million over the Term to support the Technical Advisory Committee. The Technical Advisory Committee members shall provide reasonably detailed invoicing on a quarterly basis setting out the activities with regard to their participation. Canada agrees to pay the reasonable costs of such activities up to the amount of \$12.0 million over the Term. This funding is fixed for the Term of this Final Settlement Agreement, subject to review following the Initial Program Assessment.

Recommended Draft for Review

159. The Reform Implementation Committee shall establish Terms of Reference for the Technical Advisory Committee, reflecting the terms of this Part, and shall appoint its membership. Appointees shall possess relevant technical expertise and will reflect, to the extent possible, regional diversity. No member of the Reform Implementation Committee shall serve on the Technical Advisory Committee.
160. The Technical Advisory Committee shall facilitate the participation of First Nations youth currently and formerly in care in opportunities to advise on the implementation of the Reformed FNCFS Program.
161. The Technical Advisory Committee shall engage existing regional tripartite and technical tables as it deems appropriate.

PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS

A. Overview and Timeline

162. The Reformed FNCFS Program shall be the subject of two Program Assessments.
163. The Program Assessments must be completed by the following deadlines:
- (a) For the Initial Program Assessment, March 31, 2028; and
 - (b) For the Second Program Assessment, March 31, 2033.
164. A summary of the timelines described in this Part is attached at Appendix 3.

B. Purposes and Scope of Program Assessments

165. The purposes of the Program Assessments are:
- (a) to review, evaluate, and document in reports the extent to which the Reformed FNCFS Program:
 - (i) achieves progress toward the elimination of discrimination and prevention of its recurrence;

Recommended Draft for Review

- (ii) provides funding in a sufficient amount and in a manner that is consistent with the purposes and principles of this Final Settlement Agreement;
 - (iii) is effective and advances the outcomes of the Reformed FNCFS Program through analysis of data collected on the indicators detailed in Appendix 2;
 - (iv) improves the well-being and advances the best interests of First Nations children, youth, and families; and
 - (b) to provide the Reform Implementation Committee with reports to consider when formulating its recommendations for program and/or funding changes for the Reformed FNCFS Program in its Program Assessment Opinions.
166. The scope of the Program Assessments shall be defined by the Reform Implementation Committee and shall be consistent with the purposes and principles of this Final Settlement Agreement and shall include review of the entire Reformed FNCFS Program. This shall include, but will not be limited to, the Reformed FNCFS Funding Approach and any related aspects, including funding levels, funding structures, funding allocations, policies, procedures, Terms and Conditions, reporting requirements, funding agreements, and practices.

C. Selection of the Program Assessment Organization

167. The AFN shall initiate a separate request for proposal to select and retain the Program Assessment Organization(s) to conduct each of the Program Assessment(s), on the advice of the Reform Implementation Committee.
168. Each request for proposal shall include requirements that the Program Assessment Organization shall observe relevant and applicable ethical standards and, to the extent reasonably possible and consistent with the terms of this Final Settlement Agreement, respect the First Nations principles of Ownership, Control, Access, and Possession® (“OCAP®”) or similar data sovereignty frameworks.

Recommended Draft for Review

169. On the advice of the Reform Implementation Committee, the AFN shall select an organization from among the bidders that:
- (a) has relevant qualifications and demonstrated experience to perform program evaluations;
 - (b) is independent and free of conflicts of interest; and
 - (c) is capable of meeting the budget and timeline requirements.
170. The AFN and the Reform Implementation Committee may prefer qualified bidders that are owned by or directed by First Nations people or that propose to employ First Nations people to conduct the Program Assessments.
171. On selection of a successful bidder by the AFN, Canada shall provide funding to the AFN through a contribution agreement for the proposed contract price, provided that the price of the contract is reasonable and acceptable to Canada. The AFN shall then contract with the successful bidder, subject to the AFN's internal policies.

D. Oversight of the Program Assessments

172. The AFN shall oversee the Program Assessment Organization and, on the advice of the Reform Implementation Committee, may provide guidance on:
- (a) the design and methods of the Program Assessments;
 - (b) relevant information, research, reports, and experts; and
 - (c) the participation of First Nations service providers, knowledge holders, and experts in the Program Assessment process.

E. Program Assessment Method and Information Sharing

173. The Program Assessment Organization shall solicit and consider input from the following groups:
- (a) FNCFS Service Providers;
 - (b) provincial and Yukon governments providing child and family services for Non-Agency First Nations;

Recommended Draft for Review

- (c) the National Secretariat; and
- (d) other groups identified by the AFN, on the advice of the Reform Implementation Committee.

174. The Program Assessment Organization may also consider:

- (a) First Nations-defined indicators of poverty developed by the AFN;
- (b) research by the Remoteness Secretariat, Statistics Canada, and others on measuring remoteness and adjusting funding for remoteness, including research on measuring the remoteness of communities connected to the main road network by ferry;
- (c) any available results of the First Nations Information Governance Centre's planned longitudinal survey on the development and well-being of First Nations children, recognizing that significant results will not likely be available until the Second Program Assessment;
- (d) the progress of the First Nations Information Governance Centre with respect to the development of the First Nations census referred to in paragraph 91 and the merit of using that census within the Second Five-Year Funding Period to estimate the on-reserve population of First Nations; and
- (e) unexpended funds held by the FNCFS Service Providers.

175. Upon request by the Program Assessment Organization, the relevant Party or the Reform Implementation Committee shall provide the Program Assessment Organization with timely access to all relevant data, information, reports, agreements, and other information in their possession, power, and control, as reasonably required to complete the Program Assessment.

F. Urgent Circumstances During the Program Assessment Process

176. During the Program Assessment process, the Program Assessment Organization shall notify the AFN, who shall in turn notify the Reform Implementation Committee, if an urgent need arises to address an aspect of the Reformed FNCFS Program that is adversely affecting the delivery of

Recommended Draft for Review

services to First Nations children, youth, and families and may provide a recommendation to address it.

G. Program Assessment Reports

177. The Program Assessment Organization shall deliver the Program Assessment Reports to the AFN according to the timelines found at Appendix 3.
178. Each Program Assessment Report shall provide the deliverables as set out in the request for proposals, but at a minimum shall:
 - (a) include an environmental scan of any relevant factors influencing the Reformed FNCFS Program, such as emerging evidence, legislation, the Structural Drivers, significant events, and technology;
 - (b) include a description of the Program Assessment design, methodology, and any limitations;
 - (c) where sufficient evidence is available, provide evidence-based recommendations about how Canada can improve the Reformed FNCFS Program and remediate any shortcomings;
 - (d) identify recommendations supported by and flowing from associated findings and conclusions;
 - (e) identify if there are any priority recommendations that should be implemented immediately; and
 - (f) highlight any region-specific approaches or variations which may be required to achieve consistency with the purposes and principles of this Final Settlement Agreement.
179. The Program Assessment Organization shall also deliver to the AFN an executive summary of each Program Assessment Report, that shall include a summary of the recommendations.
180. The AFN may translate the executive summaries into any number of Indigenous languages on the advice of the Reform Implementation Committee, subject to available funding.

Recommended Draft for Review

181. The AFN shall make the Program Assessment Reports and the executive summaries public.

H. Reform Implementation Committee's Program Assessment Opinion

182. The AFN shall distribute the Program Assessment Reports to the Reform Implementation Committee and to the Parties within fifteen (15) days of receipt from the Program Assessment Organization.
183. The Parties may provide any comments on the Program Assessment Reports to the Reform Implementation Committee within forty-five (45) days of receipt. The Reform Implementation Committee shall consider all such comments in formulating its recommendations to Canada.
184. The Reform Implementation Committee must deliver its Program Assessment Opinions to Canada and the other Parties by the following deadlines:
- (a) For its Initial Program Assessment Opinion, June 30, 2028; and
 - (b) For its Second Program Assessment Opinion, June 30, 2033.
185. The Reform Implementation Committee's Program Assessment Opinions shall contain recommendations on the Reformed FNCFS Program that are consistent with the purposes and principles of this Final Settlement Agreement. Such recommendations shall include, but not be limited to, those related to the Program Assessment Reports.
186. The Reform Implementation Committee's Program Assessment Opinion and any recommendations contained therein, including any recommendations to increase funding for subsequent fiscal years, shall be:
- (a) consistent with the purposes and principles of this Final Agreement;
 - (b) informed by and derived from the findings and recommendations in the Initial Program Assessment Report, and
 - (c) reasonable and prudent in light of the evidence and the findings of the Program Assessment Opinion.

Recommended Draft for Review

187. The Reform Implementation Committee shall make its Program Assessment Opinions and executive summaries thereof public, following receipt of Canada's response to the Program Assessment Opinions.

I. Canada's Response to the Reform Implementation Committee's Program Assessment Opinions

188. Within one-hundred and twenty (120) days of receiving the Reform Implementation Committee's Program Assessment Opinions, ISC shall:

- (a) review and consider the Program Assessment Report and the Program Assessment Opinion;
- (b) in the spirit of a renewed nation-to-nation relationship, work with the Parties to co-develop policy recommendations that shall inform the options that ISC will bring forward for Canada's consideration; and
- (c) provide the following to each Party and to the Reform Implementation Committee:
 - (i) written confirmation as to which of the recommendations of the Program Assessment Opinions Canada will accept and implement;
 - (ii) the timeline and anticipated implementation date for the recommendations of the Program Assessment Opinions accepted by Canada; and
 - (iii) reasonably detailed written reasons in respect of any recommendation that Canada determines it shall not implement or any variation from a recommendation that Canada proposes to implement.

189. Canada shall make its responses to the Program Assessment Opinions public.

190. With respect to the Reform Implementation Committee's Initial Program Assessment Opinion, recommendations related to funding levels accepted by Canada shall be implemented no later than April 1, 2029. Canada shall

Recommended Draft for Review

implement other recommendations it has accepted as soon as practicable and appropriate in the circumstances, acting diligently and in good faith.

PART XVI – SERVICE PROVIDER FUNDING ADJUSTMENT REQUESTS

191. An FNCFS Service Provider may bring a Service Provider Funding Adjustment Request if it is unable within its current funding, for reasons beyond its reasonable control, to deliver services required by law and eligible to be funded by the Reformed FNCFS Program.
192. A First Nation may bring a Service Provider Funding Adjustment Request if it is unable within its current funding, to provide prevention services which are adequate to respond to a prevention need created by an unforeseen event(s), beyond its reasonable control, not including reasonably foreseeable natural events or circumstances covered by other government programs or policies.
193. In order to avoid the duplication of least disruptive measures and prevention funding, where Service Provider Funding Adjustment Requests have been received in relation to the same event(s), such requests by First Nations shall be prioritized.
194. “Current funding” in this Part includes unexpended funding from prior years with respect to which the FNCFS Service Provider has not submitted a spending plan to ISC but excludes prevention funding not available to be reallocated pursuant to paragraph 49. For clarity, an FNCFS Agency shall be required to expend their prevention funding before making a Service Provider Funding Adjustment Request for funding to deliver least disruptive measures.
195. An FNCFS Service Provider initiates a Service Provider Funding Adjustment Request by sending written notice to ISC of the total amount of additional funding required by the FNCFS Service Provider, the reason(s) the additional funding is required, the time(s) by which the additional funding is anticipated to be needed, and whether the funding is requested for one year or multiple years. In the case of a request by an FNCFS Agency, the request must be

Recommended Draft for Review

accompanied by evidence of written support of the leadership of the FNCFS Agency's affiliated First Nation(s) that are affected.

196. Where an FNCFS Service Provider requests additional funding through a channel other than the process outlined in this Part, ISC shall refer the requestor to the Service Provider Funding Adjustment Request process.
197. Within fifteen (15) days of ISC's receipt of a Service Provider Funding Adjustment Request, ISC shall meet with the FNCFS Service Provider regarding the request.
198. Within thirty (30) days of ISC meeting with the FNCFS Service Provider and obtaining supporting documentation, ISC shall make a determination with respect to the Service Provider Funding Adjustment Request. If ISC has not made such a determination within the thirty (30) day period, the request shall be deemed to have been denied and the FNCFS Service Provider may access the Claimant Dispute Tribunal.
199. An FNCFS Service Provider may request a funding adjustment on an urgent basis, if any delay in receiving a response would significantly impact on the health or safety of identified children, youth, and/or families. ISC shall take measures necessary to ensure the safety and well-being of the identified children, youth, and/or families within five (5) days of receipt of such a request. If ISC has not made a determination with respect to the request within ten (10) days of receipt of the urgent request, the request shall be deemed to have been denied and the FNCFS Service Provider may access the Claimant Dispute Tribunal.

PART XVII – REFORM OF ISC AND SUCCESSOR DEPARTMENTS

200. The Parties agree that reform of ISC is required to address systemic discrimination within the FNCFS Program and prevent its recurrence within the administration of the Reformed FNCFS Program.
201. The AFN, Caring Society, Canada, COO, and NAN obtained a consent order in *First Nations Child & Family Caring Society of Canada et al. v. Attorney General of Canada (representing the Minister of Indigenous and Northern*

Recommended Draft for Review

Affairs Canada), 2022 CHRT 8 (“2022 CHRT 8”) which provided for the creation of an Expert Advisory Committee to provide advice and guidance on the reform of ISC.

202. The Reform Implementation Committee shall oversee the Expert Advisory Committee, including providing direction and guidance as required. The terms of reference of the Expert Advisory Committee are attached at Appendix 7, which may be updated by the Reform Implementation Committee.
203. Canada shall continue to facilitate the work and to fund the reasonable costs of the Expert Advisory Committee for work performed within its mandate.

A. Initial Third-Party Evaluation

204. The Expert Advisory Committee shall support the development and implementation of an independent expert third-party evaluation of ISC, to be completed within two years following the approval of this Final Settlement Agreement by the Tribunal or, as necessary, the Federal Court or further Appellate Court. Canada shall provide reasonable funding for the independent expert third-party evaluation.
205. This evaluation shall be conducted to identify and provide recommendations to the Expert Advisory Committee related to the reform of internal departmental processes, procedures, and practices that contributed to the discrimination found by the Tribunal, as well as the elimination of the ‘old mindset’ it identified and the prevention of its recurrence.
206. The Expert Advisory Committee shall provide advice to the independent evaluators in the design, focus, and implementation of their assessment.
207. The evaluation shall include, but not be limited to, the following:
 - (a) Policy and decision-making structures and processes;
 - (b) Cultural norms and attitudes, including response to external critique;
 - (c) Human resource policies, procedures and agreements, including values and ethics, training (including regarding anti-racism, cultural competency and the impact of child and family services discrimination

Recommended Draft for Review

- on First Nations families and communities), executive and staff performance commitments, and guidance documents;
- (d) Development of organizational competency and capacity to comprehend and respond to evidence-informed evaluations;
 - (e) Internal accountability mechanisms; and
 - (f) Consideration of proposals for external accountability measures.
208. The evaluation may draw on existing historical reports and resource materials, including those commissioned by some of the Parties, and include consultation conducted in an iterative way with ISC officials, First Nations youth in care and young adults formerly in care, First Nations leadership, FNCFS Agencies, and experts such as provincial and territorial child advocates. It may also include consultation with provinces and Yukon.
209. This evaluation shall be made accessible to the public.

B. Work Plan

210. Upon completion of and based upon the independent expert third-party evaluation, the Expert Advisory Committee shall develop a work plan as contemplated in 2022 CHRT 8.
211. The work plan shall include advice to the Reform Implementation Committee as to whether and when future complementary departmental evaluations to support ISC reform should be undertaken.
212. The Expert Advisory Committee shall deliver the workplan to the Reform Implementation Committee, who shall consider the advice therein and make recommendations to Canada on the reform of ISC.
213. ISC shall take reasonable measures to begin implementing the recommendations of the Reform Implementation Committee, recognizing that certain recommendations may require ISC to seek new authorities or may not be acceptable to Canada.
214. The work plan and the Reform Implementation Committee's recommendations shall be made accessible to the public.

Recommended Draft for Review

215. The Expert Advisory Committee's mandate shall be fulfilled as of the delivery of the work plan to the Reform Implementation Committee.

C. Monitoring ISC Reform

216. Upon adoption by ISC of the recommendations of the Reform Implementation Committee, the Reform Implementation Committee shall appoint an independent monitor who shall be responsible for monitoring Canada's implementation of the accepted recommendations and the efficacy of the reforms.

217. The monitor shall report to the Reform Implementation Committee as needed, but no less than on an annual basis.

218. The Reform Implementation Committee may consider a continued or future role, if any, of an advisory committee to advise on the reform of ISC.

D. Mandatory Training for ISC Employees

219. ISC shall continue to require mandatory cultural humility training for all ISC employees of at least fifteen (15) hours annually, and up to thirty (30) hours annually for those occupying management and executive level positions or those whose responsibilities require regular interactions with First Nations and their citizens. ISC shall make best efforts to encourage similar training for the employees of other Government of Canada entities that are engaged in or intersect with the implementation of the Reformed FNCFS Program.

220. Within ninety (90) days following the approval of this Final Settlement Agreement by the Tribunal or, as necessary, the Federal Court or further Appellate Court, ISC shall develop and implement a trauma-informed and appropriate cultural humility training program for employees that includes, but is not limited to, the following topics:

- (a) Truth-telling component on how Canada's past and contemporary actions impact First Nations children, youth, and families;
- (b) The *United Nations Declaration on the Rights of Indigenous Peoples*;
- (c) The reports of the Truth and Reconciliation Commission of Canada;
- (d) The *United Nations Convention on the Rights of the Child*;

Recommended Draft for Review

- (e) First Nations' culture, worldview, and history;
 - (f) Factors causing over-representation of First Nations children in the child welfare system, including the intergenerational impacts of the Indian Residential School system, the Indian Day Schools, and the Sixties Scoop;
 - (g) The findings of the Missing and Murdered Indigenous Women, Girls, and Two Spirit Inquiry, including impacts on First Nation families;
 - (h) Social movements such as Idle No More and Families of Sisters in Spirit;
 - (i) The history of the FNFCS Program, including the reviews and evaluations conducted from 2000 to 2011 and the Tribunal findings in the *First Nations Child & Family Caring Society of Canada et al. v. Attorney General of Canada (representing the Minister of Indigenous and Northern Affairs Canada)* proceedings; and
 - (j) The historical and contemporary social and economic conditions of remote First Nations.
221. Cultural humility training made available to ISC employees may include experiential learning, such as:
- (a) Elders' teachings and ceremonies;
 - (b) First Nations-led workshops, such as the *Touchstones of Hope* dialogue sessions;
 - (c) First Nations research seminars;
 - (d) Elders gatherings and First Nations assemblies; and
 - (e) Visiting communities, including learning about the lived realities of remote communities.
222. ISC shall track mandatory training for all employees and include training commitments in the performance management agreements of all employees.
223. ISC shall report the results of its internal tracking to the independent monitor as referenced in paragraph 216 annually.

Recommended Draft for Review

PART XVIII – INTERIM DISPUTE RESOLUTION

224. For the purpose of this interim dispute resolution process, the Parties agree to be bound by the *Arbitration Act*, 1991, S.O. 1991, c. 17.
225. The Parties acknowledge that Parties' Disputes may arise before the Dispute Resolution Tribunal is established. The process within this Part shall govern disputes between the Parties until the President is appointed by Order-in-Council and determines that the Transitional Dispute Resolution Tribunal is operational and implemented pursuant to paragraph 258.
226. Existing adjudication processes under the FNCFS Program shall continue to determine appeals until the President is appointed by Order-in-Council and determines that the Transitional Dispute Resolution Tribunal is operational and implemented pursuant to paragraph 258.
227. Upon the President providing written notice to the Parties of its determination that the Transitional Dispute Resolution Tribunal is operational and implemented pursuant to paragraph 258, this Part shall no longer govern disputes between the Parties, save for those pending before the President's notice.
228. The Parties agree to engage in the interim dispute resolution process outlined below:
- (a) if a Parties' Dispute arises, the Parties with an interest in the identified dispute shall engage the Eminent First Nations Person to resolve the dispute in accordance with the terms of this Final Settlement Agreement. Prior to the Eminent First Nations Person completing his role as the Eminent First Nations Person, the Parties are to agree on a new Eminent First Nations Person;
 - (b) the Eminent First Nations Person may, prior to commencing the interim dispute resolution process, engage the Parties in an informal discussion with a view to proposing a wide range of resolution alternatives, including traditional First Nations dispute resolution procedures;

Recommended Draft for Review

- (c) the Eminent First Nations Person shall, in consultation with the Parties, set out the processes to be used, which may include determining items such as the relevant and applicable law to the issue in dispute, evidence, witnesses, document production, and the form and timing of written and oral representations;
- (d) the Eminent First Nations Person shall have full authority to issue a direction, order, or award, resolving the dispute between the Parties, in keeping with the relevant and applicable law in relation to the issue in dispute. Such direction, order, or award shall not be subject to an appeal or a right of review, except on grounds of exceeding jurisdiction, errors of law, or procedural fairness;
- (e) the Eminent First Nations Person shall determine the scope of the interim dispute resolution process, and may request submissions from the Parties prior to making any such determination; and
- (f) the Parties acknowledge and agree that any appeals or reviews of any direction, order or award made by the Eminent First Nation Person shall be governed by the laws of Ontario.

PART XIX – DISPUTE RESOLUTION PROCESS

A. Overview

Types of Disputes

229. The Dispute Resolution Process is intended to resolve two types of disputes, as set out in this Article: Parties' Disputes and Claimant Disputes.
230. A Parties' Dispute is a dispute, controversy, disagreement, or claim of a Party that arises out of, relates to, or is in connection with:
- (a) this Final Settlement Agreement, including any question regarding its existence, validity, termination, implementation, application, and interpretation and/or breach, other than a Claimant Dispute;
 - (b) a decision by Canada as to whether or how any recommendations of the Reform Implementation Committee will be implemented.

Recommended Draft for Review

231. In a Parties' Dispute concerning Canada's decision about whether or how any recommendations contained in the Initial Program Assessment Opinion will be implemented, the Dispute Resolution Tribunal shall assess the reasonableness of Canada's decision and may order any remedy that could at common law be awarded on judicial review, subject to the limitations contained in paragraph 241. In conducting its review, the Dispute Resolution Tribunal shall consider, among other factors:

- (a) whether the recommendations contained in the Initial Program Assessment Opinion are consistent with the principles and limitations in paragraph 186;
- (b) whether the recommendations contained in the Initial Program Assessment Opinion require an amendment to this Final Settlement Agreement;
- (c) the Program Assessment Report; and
- (d) Canada's reasons for its decision, if any.

232. A Parties' Dispute does not include:

- (a) a dispute concerning Canada's decision about whether or how any recommendations contained in the Second Program Assessment Opinion will be implemented;
- (b) a claim that Canada has failed to obtain or advance the Funding Commitment set out in PART IV – FUNDING COMMITMENT, or any claim for breach of contract, action in tort or other claim that Canada has breached this Final Settlement Agreement by failing to approve the Final Settlement Agreement or by failing to obtain, appropriate, or make available to FNCFS Service Providers the funding provided for in PART IV – FUNDING COMMITMENT of this Final Settlement Agreement; or
- (c) a dispute concerning Canada's decision about whether or how to implement any recommendations from the Reform Implementation Committee that require an amendment to this Final Agreement.

Recommended Draft for Review

233. The Parties' Dispute Resolution Process is the exclusive procedure for resolving Parties' Disputes, save for the interim dispute resolution process in PART XVIII – INTERIM DISPUTE RESOLUTION.
234. Parties' Disputes shall be resolved pursuant to the procedures set forth in Article C of this Part.
235. A Claimant Dispute is a dispute, controversy, disagreement, or claim of an FNCFS Service Provider which arises out of, relates to, or is in connection with:
- (a) the failure to advance the allocation of a particular FNCFS Service Provider as set out in this Final Settlement Agreement;
 - (b) the accuracy of an FNCFS Service Provider's funding allocation provided under this Final Settlement Agreement;
 - (c) the entitlement of an FNCFS Service Provider to be funded for any amount under this Final Settlement Agreement;
 - (d) ISC's decision to deny (in whole or part) an FNCFS Service Provider's Service Provider Funding Adjustment Request; or
 - (e) ISC's decision to deny (in whole or part) an FNCFS Service Provider's FNCFS capital funding request.
236. A Claimant Dispute does not include a dispute, controversy, disagreement or claim of an FNCFS Service Provider, including one of the nature listed above, where general damages, damages for discrimination, or punitive damages are sought, or where the FNCFS Service Provider has not consented to resolve the Claimant Dispute by way of the Claimant Dispute Process.
237. The Claimant Dispute Resolution Process described in this Final Settlement Agreement is not intended to abrogate or derogate from a Claimant's rights provided for under the *Canadian Human Rights Act*, RSC, 1985, c H-6.
238. An FNCFS Service Provider is not obligated to resolve matters described in paragraph 235 by way of the Claimant Dispute Resolution Process and may seek remedies to which it may be entitled for such matters in any way it

Recommended Draft for Review

chooses, including by pursuing a claim in a court of competent jurisdiction or under the *Canadian Human Rights Act*, RSC, 1985, c H-6.

239. Claimant Disputes shall be resolved pursuant to the procedures set forth in Article D of this Part, which shall be the exclusive procedure for resolving a Claimant Dispute for any Claimant who has consented to the use of the Claimant Dispute Resolution Process, save for the interim dispute resolution process in PART XVIII – INTERIM DISPUTE RESOLUTION.

Jurisdiction of the Dispute Resolution Tribunal

240. The Dispute Resolution Tribunal has jurisdiction to:
- (a) process, adjudicate, and resolve Disputes, including by making procedural and substantive decisions;
 - (b) on request of a party to a Dispute, order any party to a Dispute to take any reasonable interim measure in relation to the health or safety of a child as the Dispute Resolution Tribunal may consider necessary in respect of the subject matter of a Dispute;
 - (c) order such remedies as are permitted under this Final Settlement Agreement, having regard to the parameters of the Parties' Dispute Process and Claimant Dispute Process and the limitations and remedies set out at paragraphs 231 and 241;
 - (d) order funding to a particular FNCFS Service Provider as set out in this Final Settlement Agreement;
 - (e) order that interest be paid on amounts ordered to be paid on the same basis as in the *Federal Courts Act*, RSC, 1985, c F-7; and
 - (f) order Canada to pay the legal costs of any party to a Dispute on such terms as are just and in accordance with rates for counsel funded by Canada at the rates provided for by the Department of Justice's external agent counsel rates.
241. The Dispute Resolution Tribunal does not have jurisdiction to:
- (a) amend any provision of this Final Settlement Agreement;

Recommended Draft for Review

- (b) award general damages, punitive damages, or damages for discrimination;
- (c) determine a claim as described in paragraph 384;
- (d) expand the jurisdiction of the Dispute Resolution Tribunal;
- (e) reduce the existing funding of any FNCFS Service Provider or the funding entitlement of an FNCFS Service Provider under this Final Settlement Agreement;
- (f) reduce the level of the overall funding commitment provided for in paragraphs 5 and 9 of this Final Settlement Agreement;
- (g) make orders in the Claimant Dispute Process that requires or results in systemic change;
- (h) order Canada to fund new components of the Reformed FNCFS Funding Approach or increase funding for existing components of the Reformed FNCFS Funding Approach, unless otherwise set out in this Final Settlement Agreement; or
- (i) introduce additional indexation factors (for example, new methods of calculation of population growth or inflation).

242. An Adjudicator or Adjudication Panel may,

- (a) upon the enabling Legislation coming into force, in the same manner and to the same extent as a superior court of record, summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce any documents and things that the Adjudicator or Adjudication Panel considers necessary for the full hearing and consideration of the complaint;
- (b) administer oaths;
- (c) receive and accept any evidence and other information, whether on oath or by affidavit or otherwise, that the Adjudicator or Adjudication Panel sees fit, whether or not that evidence or information is or would be admissible in a court of law;

Recommended Draft for Review

- (d) lengthen or shorten any time limit established by the rules of procedure; and
 - (e) decide any procedural or evidentiary question arising during the hearing.
243. An Adjudicator or Adjudication Panel may not admit or accept as evidence anything that would be inadmissible in a court by reason of any privilege recognized by the common law or legislation.
244. The Parties agree that where applicable, evidence can be taken in a manner that is guided by the Federal Court's *Practice Guidelines For Aboriginal Law Proceedings April 2016*, section D on Elder Evidence.

Principles Applicable to Determination of Disputes

245. The Dispute Resolution Tribunal shall decide all Disputes in accordance with this Final Settlement Agreement and in particular its purposes and principles.
246. The Dispute Resolution Tribunal shall, in considering procedure for resolving a dispute, take the procedure that shall result in the just, most expeditious, and cost-effective manner, having regard to cultural appropriateness and as is appropriate in all the circumstances of the case.

Disputes Filed Prior to Expiry of Agreement

247. Any Parties' Dispute or Claimant Dispute filed with the Dispute Resolution Tribunal prior to March 31, 2034, shall be decided by the Dispute Resolution Tribunal. The Dispute Resolution Tribunal shall continue to operate only with regard to concluding pending claims and shall be funded to do so for a period of six (6) months from the conclusion of any hearings that are properly filed with the Dispute Resolution Tribunal.

Nature of Dispute Decisions and Extent of Judicial Intervention and Review

248. A Parties' Dispute Decision shall be binding on all Parties, regardless of whether the party chose to be a Participating Party.
249. A Claimant Dispute Decision shall be binding on the Claimant and ISC.

Recommended Draft for Review

250. Parties' Disputes shall be governed by the *Arbitration Act*, 1991, S.O. 1991, c. 17 and Claimant disputes shall be governed by the provincial or territorial arbitration act where the Claimant is located.
251. If the enabling Legislation so provides when in force, Dispute Decisions made after such legislation is brought into force shall be final and binding and subject to review by the Federal Court of Canada only in accordance with the *Federal Courts Act* on the grounds referred to in paragraph 18.1 (4) of that Act.

Enforcement of Dispute Decisions

252. If the legislation establishing the Dispute Resolution Tribunal so provides when in force, a party to any Dispute may register a Dispute Decision in the Federal Court of Canada, and a Dispute Decision may be enforceable as a decision of the Federal Court.
253. The Dispute Resolution Tribunal shall take whatever steps as are required to ensure that a party to a Dispute may register a Dispute Decision in the Federal Court of Canada.

Confidentiality

254. On application of a party to any Dispute, the Dispute Resolution Tribunal may order that all or some of the Dispute Resolution Tribunal's procedures, hearings, and documents or interim orders and decisions shall remain strictly confidential between the parties to the Dispute.

Language

255. The language of the Parties' Dispute Resolution Process, including the hearings, documentation, and Dispute Decision, shall be English or French as selected by the Participating Party who commenced the dispute.
256. The language of the Claimant Dispute Resolution Process, including the hearings, documentation, and Dispute Decision, shall be English, French, or an Indigenous language, where ordered by an Adjudicator or Adjudication Panel, as the case may be.

Communications

Recommended Draft for Review

257. The parties to any Dispute shall not communicate with the Adjudicator or Adjudication Panel, as the case may be:
- (a) orally, except in the presence of the other party to the Dispute; or
 - (b) in writing, without simultaneously sending a copy of that communication to the other party to the Dispute.

B. Establishment of the Dispute Resolution Tribunal

Establishment of the Dispute Resolution Tribunal

258. As soon as reasonable after the approval of this Final Settlement Agreement by the Tribunal or, as necessary, the Federal Court or further Appellate Court, the President of the Dispute Resolution Tribunal shall be appointed by Order-in-Council further to paragraph 266. The President, with the support of the Administrative Team, shall establish a Transitional Dispute Resolution Tribunal which will be in effect until the enabling Legislation is passed and in force.
259. Canada shall use its best efforts to propose to Parliament any legislation required to establish the Dispute Resolution Tribunal, to replace the processes referred to in Articles C and D of this Part, and otherwise to implement this Part. Canada shall use its best efforts within existing authorities to implement this Part, pending consideration of legislation by Parliament.
260. Before the enabling Legislation is brought into force, the President shall take such steps as are necessary to ensure that the Transitional Dispute Resolution Tribunal can function as intended and be binding and enforceable on all Parties and Claimants.
261. Before the enabling Legislation is brought into force, ISC shall agree to pay any costs or expenditures ordered by the Transitional Dispute Resolution Tribunal as set out in this Part in respect of a claim brought before it.

Administration of Dispute Resolution Tribunal

262. If the enabling Legislation so provides when in force, the work of the Dispute Resolution Tribunal shall be supported by the following roles within it:

Recommended Draft for Review

- (a) Cultural Officers;
 - (b) Dispute Resolution Tribunal President;
 - (c) Dispute Resolution Tribunal Registrar;
 - (d) Duty counsel; and
 - (e) Navigators.
263. If the enabling Legislation so provides when in force, the Registrar shall be responsible for the provision of the support services and the facilities that are needed by the Dispute Resolution Tribunal to exercise its powers and perform its duties and functions.
264. As an interim measure, the Administrative Team shall work with the President to establish support services and facilities necessary to enable the proper functioning of the Transitional Dispute Resolution Tribunal based on the recommendations of the President.

Appointment of Dispute Resolution Tribunal President

265. The Dispute Resolution Tribunal shall consist of the President and Adjudicators.
266. The President shall be appointed by the Governor in Council, on the recommendation of the Minister of ISC following consultation with the Parties. The President may be appointed for a second term.
267. The President is to hold office during good behaviour for a term not exceeding five (5) years, but may be removed at any time by the Governor in Council for cause.
268. The President shall be paid a salary to be fixed by the Governor in Council. The President is entitled to be paid reasonable travel and living expenses incurred while absent in the course of their duties from, in the case of a full-time appointee, their ordinary place of work and, in the case of a part-time appointee, their ordinary place of residence.
269. In the event of the absence or incapacity of the President, or if the Office of the President is vacant, the Minister may, after consultations with the Parties, authorize a person to act as President. A person may not act as President

Recommended Draft for Review

for a period of more than 90 days without the approval of the Governor in Council.

270. Subject to any restrictions or limitations the President may specify, the President may authorize any person referred to in paragraph 271 to exercise or perform any of the powers, duties or functions of the President under this FSA except for the power to delegate.

Roster of Adjudicators

271. The President shall, as soon as reasonably possible, select and maintain a Roster of Adjudicators who shall serve as Adjudicators of all Disputes. The President shall be responsible for establishing and implementing the procedure for selection of Adjudicators.
272. The Roster of Adjudicators shall be comprised of the President and the number of Adjudicators necessary to ensure the timely adjudication of disputes. The Adjudicators shall be selected for staggered terms of either two (2) or three (3) years subject to renewal and subject to removal for cause by the President.
273. The President shall select Adjudicators who:
- (a) shall be persons who have expertise in the matters addressed by this Final Settlement Agreement; or
 - (b) shall have experience with First Nations government social programs, child welfare, and child well-being; or
 - (c) shall be practicing lawyers in good standing with a provincial or territorial governing body, or shall be retired judges; and
 - (d) shall be persons who have demonstrated objectivity, reliability, and sound judgment.
274. Within the Roster of Adjudicators, there shall be sufficient Adjudicators to reflect an appropriate amount of legal expertise to provide for the effective and timely resolution of disputes requiring such expertise.
275. The President shall aspire to gender parity and regional representation in the composition of the Roster of Adjudicators.

Recommended Draft for Review

276. The President shall select Adjudicators with a preference in favour of Adjudicators who are persons recognized as citizens or members of a First Nation.
277. If a selected Adjudicator resigns or becomes unable to serve, a replacement shall be selected by the President as soon as reasonably possible.
278. A vacancy in the Roster of Adjudicators occurs when an Adjudicator:
- (a) reaches the end of their term;
 - (b) withdraws from office;
 - (c) is no longer able to serve for any reason; or
 - (d) is removed by the President for cause.
279. If an Adjudicator becomes incapable of serving while seized of a Dispute, the timeframes applicable to that Adjudicator's proceedings in respect of any Dispute shall be suspended until a replacement Adjudicator is appointed to the panel by the President. If a Dispute requires immediate attention, the President may preside over proceedings in respect of the Dispute until a replacement Adjudicator is appointed.

Mandatory Training- Claimant Dispute Resolution Tribunal

280. If the enabling Legislation so provides, Administrative Tribunals Support Service of Canada shall ensure that all employees, appointees, agents, or representatives of the Dispute Resolution Tribunal (including lawyers and civil servants) involved in the Claimant Dispute Resolution Process receives or has received specialized training to ensure that Claimant Disputes are dealt with in a respectful and culturally appropriate manner. As an interim measure, the Administrative Team shall work with the President to establish such specialized training, based on the recommendations of the President, to ensure the proper functioning of the Dispute Resolution Tribunal.

Dispute Resolution Tribunal Rules of Procedure

281. The President shall establish Rules of Procedure for the Dispute Resolution Tribunal's intake, processing, and determination of Disputes to effect the purposes and principles of this Final Settlement Agreement and to promote

Recommended Draft for Review

the just, expeditious, and efficient resolution of Disputes having regard to cultural appropriateness.

282. The Rules of Procedure shall provide for the mechanisms by which the Cultural Officer shall make recommendations about the procedure of a Dispute in accordance with this Final Settlement Agreement.
283. The Rules of Procedure for the Dispute Resolution Tribunal must be established prior to the President determining that the Transitional Dispute Resolution Tribunal is operational and implemented.
284. Subject to this Final Settlement Agreement, the Adjudicator or Adjudication Panel shall interpret the Rules of Procedure liberally to resolve the Dispute in the most just, expeditious, and cost-effective manner on its merits, having regard to cultural appropriateness and as is appropriate in all the circumstances of the case.
285. The President shall, on an annual basis, consider the number of Disputes, the process applied to resolve such Disputes, and the amount of time and resources required to resolve such Disputes and may amend the Rules of Procedure accordingly.

C. Parties' Dispute Resolution Process

Commencement of Parties' Dispute

286. A Party commences a Parties' Dispute by delivering a Parties' Dispute Notice to all other Parties and thereafter filing the Parties' Dispute Notice with the Dispute Resolution Tribunal, in the form and method prescribed by the Rules of Procedure.
287. A Party shall commence a Parties' Dispute within sixty (60) days of the Party becoming aware of the circumstances giving rise to the Parties' Dispute. Otherwise, the Party shall be deemed to have waived their right to have the Parties' Dispute heard.
288. A Parties' Dispute Notice shall be in writing and shall contain the following information:
 - (a) a statement of the subject matter or issues of the Parties' Dispute and a summary of the underlying facts; and

Recommended Draft for Review

- (b) a statement of the remedy sought.

Appointment of Adjudication Panel

- 289. The President shall appoint a three (3)-person Adjudication Panel from among the Roster of Adjudicators within twenty (20) days of receiving a Parties' Dispute Notice.
- 290. An Adjudication Panel shall be chaired by an Adjudicator from among the Roster of Adjudicators who is a lawyer or a retired judge.
- 291. In appointing the Adjudicators to the Adjudication Panel, the President shall have due regard to any request of a Participating Party with respect to any qualifications or expertise of Adjudicators which may be desirable given the issues set out in the Parties' Dispute Notice or as otherwise agreed in writing by the Participating Parties.

Exchange of Parties' Positions and Documents

- 292. Within thirty (30) days after receipt of the Parties' Dispute Notice described in paragraph 286, each other Party shall deliver a written statement of its response in respect of the Parties' Dispute or may indicate that it will not be participating in the Parties' Dispute.
- 293. After a Party has given notice that it will not be a Participating Party, it is no longer entitled to notice of the steps in the Parties' Dispute, nor to take part in any of the proceedings thereafter without leave of the Adjudication Panel.
- 294. Each Participating Party shall attach to its written statement a list of documents upon which it intends to rely and which describes each document by kind, date, author, addressee, and subject matter.
- 295. The Adjudication Panel may allow the Participating Parties to amend or supplement their statements, including the list of documents, having regard to:
 - (a) any delay caused by making the amendment or supplement; and
 - (b) any prejudice suffered by the other Participating Parties.

Mediation

Recommended Draft for Review

296. Participating Parties may agree to enter into mediation at any time.
297. On request of all Participating Parties, the President shall appoint a mediator to mediate the dispute from among the Roster of Adjudicators.
298. A mediation shall continue until resolution or until at least one (1) Participating Party terminates its involvement, after which the President shall direct the appointed Adjudication Panel to continue to resolve the Dispute.
299. Nothing in this section prevents the President or the Adjudication Panel from recommending mediation to the parties to a Parties' Dispute.

Pre-Hearing Meeting and Document Exchange

300. Within twenty (20) days after the delivery of the Participating Parties responses, the Adjudication Panel shall convene a pre-hearing meeting of the Participating Parties in the hopes of reaching agreement on procedure, and to make any necessary procedural orders, including:
 - (a) the timelines for taking steps in the Dispute Resolution Process;
 - (b) the sharing of documents;
 - (c) agreement on a joint book of documents, if any;
 - (d) the timelines for the delivery of expert reports, if any;
 - (e) the scheduling of hearings or meetings, if any;
 - (f) any preliminary applications or objections; and
 - (g) any other matter which will assist the adjudication to proceed in a just, expeditious, and cost-effective manner on its merits, having regard to cultural appropriateness.
301. The chair of the Adjudication Panel shall prepare and distribute any directions and orders made at the pre-hearing meeting to the Participating Parties.
302. On motion of any Participating Party, the Adjudication Panel may order a Participating Party to produce, within a specified time and manner, any documents that:
 - (a) have not been listed in accordance with paragraph 294;

Recommended Draft for Review

- (b) the Participating Party has in its care, custody, or control;
 - (c) the Adjudication Panel considers to be relevant; and
 - (d) are not subject to privilege.
303. The Participating Parties shall make best efforts to prepare and send to the Adjudication Panel an agreed statement of facts within the time specified by the Adjudication Panel.
304. Where a Participating Party intends to rely on an expert witness, it shall produce a written statement or report prepared by the expert witness.
305. Not later than thirty (30) days before a hearing commences, the Participating Parties shall exchange:
- (a) a list of all documents each Participating Party will introduce at the hearing, and furnish copies of any documents not already produced; and
 - (b) the name and contact information of any witness and a written summary or statement of the witness's evidence.

Place and Mode of Adjudication

306. An Adjudication Panel may:
- (a) Having due regard to the recommendation of the Participating Parties, the Cultural Officer, and other relevant factors, conduct its proceedings at any place it considers appropriate for hearing witnesses and/or experts of the Participating Parties, including by videoconference or teleconference; and
 - (b) attend any place for inspection of documents, goods, or other personal property, or for viewing physical locations.

Manner of Proceedings

307. Unless the Participating Parties have agreed to proceed by way of written argument, the Adjudication Panel shall convene an oral hearing.

Recommended Draft for Review

308. Parties' Disputes are presumptively open to public attendance; however, an Adjudication Panel may order that all or part of a hearing be closed to the public.
309. The Adjudication Panel shall strive to schedule hearings to be held on consecutive days until completion, taking into account Participating Parties' schedules, witness availability, and need for preparation time.
310. An Adjudication Panel may depart from the Rules of Procedure on consent of the parties to a Dispute, or as ordered by the Adjudication Panel, taking into account the submissions of the parties to the Dispute.

Default of a Party

311. If, without explanation, any Participating Party fails to meet a timeline established by the Rules of Procedure or by the Adjudication Panel for taking a step in the Dispute Resolution Process, the Adjudication Panel may make an order that the Party has foregone their opportunity to proceed in the Parties' Dispute and may make such order as it deems fit.
312. Before making an order further to a default of a Party, the Adjudication Panel shall give all Participating Parties written notice providing an opportunity to provide an explanation and may permit a Participating Party to cure its default on such terms as are just.
313. If, without showing sufficient cause or confirming that it will not tender evidence, a Participating Party fails to appear at the hearing or to produce documentary evidence, the Adjudication Panel may continue the proceedings and make the Parties' Dispute Decision on the evidence before it.

Settlement

314. If, during a Parties' Dispute Resolution Process, the Participating Parties settle the Parties' Dispute, the Adjudication Panel shall terminate the proceedings and, if unanimously requested, shall record the settlement in the form of a Parties' Dispute Decision on agreed terms.
315. Where the Participating Parties request that the settlement be recorded as a Parties' Dispute Decision, that decision shall:

Recommended Draft for Review

- (a) be made in accordance with paragraphs 316 to 318;
- (b) state that it is a Parties' Dispute Decision; and
- (c) have the same status and effect as any other Parties' Dispute Decision.

Parties' Dispute Decisions

316. An Adjudication Panel shall make its decisions by majority.
317. An Adjudication Panel shall make its final Parties' Dispute Decision as soon as possible and, in any event, not later than sixty (60) days after the conclusion of the Parties' Dispute hearing. The period of sixty (60) days may be extended by order of the President.
318. A Parties' Dispute Decision shall be made in writing and shall state the reasons upon which it is based. However, where a Parties' Dispute Decision is recording the Participating Parties' settlement on agreed terms, no reasons shall be required.
319. The Registrar shall deliver a copy of a Parties' Dispute Decision to each Party.

Termination of Proceedings

320. A Parties' Dispute Decision terminates the Parties' Dispute proceedings.
321. An Adjudication Panel shall issue an order for the termination of the Parties' Dispute proceedings where the Participating Parties unanimously agree to the termination of the proceedings, regardless of whether the matter has resulted in a Parties' Dispute Decision.

Correction of Parties' Dispute Decision

322. Within thirty (30) days after receipt of a Parties' Dispute Decision, the Participating Parties shall settle the form of the order arising from the Parties' Dispute Decision. In the absence of agreement, the Participating Parties shall contact the Registrar and shall appear before the Adjudication Panel to settle the order.

Recommended Draft for Review

323. The Adjudication Panel may, on its own initiative, correct any clerical error, typographical error, or make a similar amendment to a Parties' Dispute Decision, within thirty (30) days after the date of the Parties' Dispute Decision.

D. Claimant Dispute Process

Shared Objectives

324. To the greatest extent possible, the Parties recognize the following principles:

- (a) that Claimant Disputes should be resolved in a reasonable, collaborative, and informal atmosphere;
- (b) that Claimant Disputes should be heard in a location and manner that is convenient for the Claimant, including online or within the community of the Claimant;
- (c) that Claimant Disputes should be resolved in a manner that is respectful of the Claimant's community and culture;
- (d) that the Claimant Dispute Resolution Process should be accessible to Claimants;
- (e) that First Nations legal traditions and principles may inform the resolution of Claimant Disputes, recognizing and respecting the diversity among First Nations; and
- (f) that the Dispute Resolution Tribunal should have sufficient resources to aid Claimants in commencing and resolving Claimant Disputes and to endeavour to ensure their legal rights are protected.

Navigators

325. The President with the support of the Administrative Team, or the Registrar if the enabling Legislation so provides, shall ensure that sufficient Navigators are available to provide information to assist Claimants in filing Claimant Disputes and understanding the Rules of Procedure. Navigators shall not provide legal advice.

Recommended Draft for Review

326. Navigators are independent from ISC and Canada and shall assist Claimants with understanding and accessing the Claimant Dispute Resolution Process and bringing their case before the Dispute Resolution Tribunal, including helping Claimants complete forms, collect documents for their hearings, prepare to answer questions from the Adjudicator or Adjudication Panel, understand their right to seek judicial review, and such other tasks or support as required to assist the Claimant (other than legal representation).

Commencement of Claimant Dispute

327. A Claimant commences a Claimant Dispute by submitting a Claimant Dispute Notice to the Dispute Resolution Tribunal in the form and method prescribed by the Rules of Procedure.
328. A Claimant must submit a Claimant Dispute Notice within ninety (90) days of the receipt of the notification from ISC of the action that gives rise to the Claimant Dispute. Otherwise, the Claimant shall be deemed to have waived their right to have the Claimant Dispute heard.
329. A Claimant Dispute Notice shall be in writing and shall contain the following information:
- (a) a statement of the subject matter or issues of the Claimant Dispute and a summary of the underlying facts; and
 - (b) a statement of the remedy sought.

Duty Counsel

330. The President with the support of the Administrative Team, or the Registrar if the enabling Legislation so provides, shall establish the necessary roster of duty counsel to ensure the just and expeditious resolution of Claimant Disputes. Any Claimant can avail themselves of duty counsel.

Claimant Participation Costs and Legal Fees

331. Where an Adjudicator so directs, Canada shall pay the reasonable costs of a Claimant's participation in the Claimant Dispute Resolution Process, including reasonable legal fees paid at the rates provided for by the Department of Justice external agent counsel rates.

Recommended Draft for Review

Requirement of Written Confirmation

332. On receipt of a Claimant Dispute Notice, the President shall recommend to the Claimant in writing that they seek independent legal advice from Duty Counsel or from other legal counsel about the implications of filing a Claimant Dispute.
333. After receiving independent legal advice either from Duty Counsel or other legal counsel, or after signing a waiver of independent legal advice, the Claimant may provide written confirmation to the President or the Registrar indicating their consent to:
- (a) proceeding with a Claimant Dispute; and
 - (b) not filing a complaint with the Canadian Human Rights Commission with respect to the substance of such Claimant Dispute and/or bringing the substance of such Claimant Dispute before the Court, as applicable.
334. Upon receiving written confirmation as described in paragraph 333, the President or Registrar shall promptly deliver the Claimant Dispute Notice to ISC.
335. ISC shall deliver its response to the Claimant Dispute Notice within thirty (30) days of the delivery of the Claimant Dispute Notice.

Appointment of Adjudicator or Adjudication Panel

336. Within twenty (20) days of the Claimant providing written confirmation that they want to proceed with a Claimant Dispute, the President shall appoint a single Adjudicator with due regard to the nature of the Claimant Dispute and the expertise of the Adjudicator.
337. The President may, in their sole discretion, appoint an Adjudication Panel where the circumstances, magnitude, or importance of the Claimant Dispute warrants it.
338. If the President appoints an Adjudication Panel, it shall be chaired by an Adjudicator from among the Roster of Adjudicators who is a lawyer or retired judge.

Recommended Draft for Review

Mediation

339. All parties to a Claimant Dispute may agree to enter into mediation at any time.
340. On request of all parties to a Claimant Dispute, the President shall appoint a mediator to mediate the Claimant Dispute from among the Roster of Adjudicators.
341. A mediation under this Part shall continue until resolution or until at least one party to a Claimant Dispute terminates its involvement, after which the President shall direct the appointed Adjudicator or Adjudication Panel to continue to resolve the Claimant Dispute.
342. Nothing in this section prevents the President or the Adjudicator or Adjudication Panel from recommending mediation to the parties to a Claimant Dispute.

Similar Claimant Disputes

343. In the case of multiple Claimant Disputes which are filed at similar times and which share a similar factual basis, the President may, after hearing from the Claimants and Canada, decide to consolidate, join, or have the Claimant Disputes heard together.

Party Participation

344. A Party may bring a motion to intervene in a Claimant Dispute, and the Adjudicator or Adjudication Panel shall determine whether the intervention will be allowed, after hearing submissions from the Claimant, ISC, and the proposed intervenor on such terms as are just.

Pre-Hearing Meeting

345. Within twenty (20) days after the delivery of Canada's response, the Adjudicator or Adjudication Panel shall convene a pre-hearing meeting of the parties to the Claimant Dispute in the hopes of reaching agreement on procedure, and to make any necessary procedural orders, including:
 - (a) the timelines for taking steps in the Claimant Dispute Resolution Process;

Recommended Draft for Review

- (b) the sharing of documents;
- (c) the timelines for the delivery of expert reports, if any;
- (d) the scheduling of hearings or meetings, if any;
- (e) any preliminary applications or objections; and
- (f) any other matter which will assist the adjudication to proceed in a just, expeditious, and cost-effective manner on its merits, having regard to cultural appropriateness.

346. The Adjudicator or Adjudication Panel shall decide whether the hearing will proceed orally or in writing, and the level of confidentiality of the proceedings, taking into account any advice provided by the Cultural Officer.

Interim Claimant Dispute Decision

347. At any time during the Claimant Dispute Resolution Process, the Adjudicator(s) may make an interim Claimant Dispute Decision on any matter with respect to which it may make a final Claimant Dispute Decision.

Place and Mode of Adjudication, Manner of Proceedings, and Role of Cultural Officer

348. The Cultural Officer's role is to make recommendations to the Adjudicator or Adjudication Panel related to aspects of a Claimant Dispute Process with the goal of facilitating the resolution of the Claimant Dispute in a manner that promotes resolution in a just, most expeditious, and cost-effective manner, having regard to cultural appropriateness and as is appropriate in all the circumstances of the case.

349. The Cultural Officer shall make their recommendations in advance of the pre-hearing and may make further recommendations at any other time.

350. The Cultural Officer may consider, among other things,

- (a) the Rules of Procedure;
- (b) any requests of the Claimant;
- (c) the Indigenous legal traditions and protocols identified by the Claimant; and

Recommended Draft for Review

- (d) any culturally rooted procedures that may promote access to justice for the Claimant and ensure substantive equality and fairness.

351. The Claimant and/or any associated First Nation(s) may:

- (a) recommend that a representative knowledge keeper or elder sit with the Adjudicator or Adjudication Panel to provide guidance on legal traditions and protocols without the need to qualify them as an expert witness;
- (b) recommend procedures for use by the Adjudicator or Adjudication Panel to incorporate legal traditions and protocols for use during the hearing of the Claimant Dispute;
- (c) request that the Claimant be permitted to bring a Party or other support person to attend at any aspect of the Claimant Dispute Resolution Process;
- (d) request that proceedings be conducted in an Indigenous language;
- (e) request that proceedings be conducted orally or in writing; and
- (f) request that proceedings be open or closed to the public and that aspects of the proceeding be anonymized or confidential.

352. Any such recommendations or requests in paragraph 351 are subject to the discretion of the Adjudicator or Adjudication Panel.

Scope of Claimant Dispute Adjudication

353. The Adjudicator or Adjudication Panel shall conduct a review of Canada's decision giving rise to the Claimant Dispute, considering only the materials that were before Canada's decision maker.

354. Notwithstanding paragraph 353, the Adjudicator or Adjudication Panel may consider, as applicable:

- (a) the views of the Claimant and any associated First Nations;
- (b) the legal traditions and protocols of the relevant First Nation;
- (c) the circumstances of the individual First Nation;

Recommended Draft for Review

- (d) the urgency of the funding that is the subject of the Claimant Dispute; and
- (e) any evidence not before the decision maker tendered by the parties to the Claimant Dispute that the Adjudicator or Adjudication Panel finds relevant and appropriate in the circumstances.

Expert Appointed by Adjudicator or Adjudication Panel

355. On its own initiative, the Adjudicator or Adjudication Panel may seek representations from the Claimant and from ISC concerning:

- (a) A proposal by the Adjudicator or Adjudication Panel to appoint one or more independent experts to report to it on specific issues to be determined by the Adjudicator(s); and
- (b) A proposal by the Adjudicator or Adjudication Panel to require a Claimant to provide the expert with any relevant information or to produce, or to provide access to, any relevant documents, goods or other personal property or land for inspection or viewing.

356. The Adjudicator or Adjudication Panel shall give a copy of an expert's report to the Claimant and ISC who shall have an opportunity to reply to it and cross-examine the expert.

357. The expert shall, on the request of the Claimant or ISC:

- (a) make available to the requestor all documents, goods, or other property in the expert's possession and provided to the expert in order to prepare a report; and
- (b) provide the requestor with a list of all documents, goods, or other personal property or land not in the expert's possession but which were provided to or given access to the expert, and a description of the location of those documents, goods, or other personal property or lands.

Default of a Party

358. If, without explanation, a Claimant or ISC fails to meet a timeline established by the Rules of Procedure or by the Adjudicator or Adjudication Panel for

Recommended Draft for Review

taking a step in the Dispute Resolution Process, the Adjudicator or Adjudication Panel may make an order that such party has foregone their opportunity to proceed in the Claimant Dispute and may make such order as it deems fit.

359. Before making an order further to a default of a Claimant or ISC, the Adjudicator or Adjudication Panel shall give the Claimant and ISC written notice providing an opportunity to provide an explanation and may permit the defaulting party to cure its default on such terms as are just.
360. If, without showing sufficient cause or confirming that it will not tender evidence, a party to a Claimant fails to appear at the hearing or to produce documentary evidence, the Adjudicator or Adjudication Panel may continue the proceedings and make the Claimant Dispute Decision on the evidence before it.

Settlement

361. If the parties to a Claimant Dispute settle the Claimant Dispute, the Adjudicator or Adjudication Panel shall terminate the proceedings and, if unanimously requested, shall record the settlement in the form of a Claimant Dispute Decision on agreed terms.

Claimant Dispute Decisions

362. The Adjudicator or Adjudication Panel shall make its Claimant Dispute Decision as soon as possible and, in any event, not later than sixty (60) days after the conclusion of the Claimant Dispute hearings. The period of sixty (60) days may be extended by order of the President.
363. A Claimant Dispute Decision shall be made in writing and state the reasons upon which it is based, unless it is an award on consent.
364. If the enabling Legislation so provides, a copy of a Claimant Dispute Decision shall be delivered by the Administrative Team or the Registrar to each party to the Claimant Dispute.
365. A copy of a Claimant Dispute Decision shall be delivered by the Administrative Team or the Registrar, if the legislation so provides, to the Claimant, Canada, and the Systemic Review Committee.

Recommended Draft for Review

366. Canada shall maintain a public registry of Claimant Dispute Decisions. The registry shall be subject to any confidentiality orders made by the Adjudicator or Adjudication Panel.

Termination of Proceedings

367. A Claimant Dispute Decision terminates the Claimant Dispute proceedings.
368. An Adjudicator or Adjudication Panel shall issue an order for the termination of a Claimant Dispute Proceeding where the Claimant and ISC unanimously agree to the termination of the proceedings, regardless of whether the matter has resulted in a Claimant Dispute Decision.

Correction and Interpretation of Claimant Dispute Decision

369. The Adjudication Panel may, on its own initiative, correct any clerical error, typographical error, or make a similar amendment to a Claimant Dispute Decision, within thirty (30) days after the date of the Claimant Dispute Decision.

Dispute Resolution Tribunal Process – Claimant Feedback

370. The Administration Team or Registrar, if the legislation so provides, shall establish a process to enable Claimants to share feedback and commentary relating to their experiences with the Claimant Dispute Process.
371. The Administration Team or Registrar, if the legislation so provides, shall share this feedback and commentary with the Systemic Review Committee and Canada.

PART XX – INFORMATION SHARING AND PRIVACY

372. The Parties and this Final Settlement Agreement are subject to federal, provincial, and regional laws and regulations, including privacy laws. Each Party shall be required to perform its obligations under this Final Settlement Agreement related to information sharing only to the extent permitted by such laws and only to the extent that the disclosure of said information is not protected by legislation or relevant privileges or otherwise prohibited by a legal, contractual, or fiduciary obligation.

Recommended Draft for Review

PART XXI – ENTIRE AGREEMENT

373. This Final Settlement Agreement, including all appendices, constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings and agreements, including the Agreement-in-Principle and the Terms of Reference for the Consultation Committee on First Nations Child Welfare, between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings, covenants, or collateral agreements, express, implied, or statutory between the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Final Settlement Agreement.

PART XXII – CONFIDENTIALITY AND RETENTION

374. Any information provided, created, or obtained in the course of implementing this Final Settlement Agreement shall be kept confidential and shall not be used for any purpose other than as set out in this Final Settlement Agreement, unless otherwise agreed by the Parties or as required by law.

375. The Parties shall determine whether and how to retain documents beyond the expiry date of this Final Settlement Agreement where documents are produced or created by a committee established under this Final Settlement Agreement or held by the Dispute Resolution Tribunal where such documents are not subject to the *Library and Archives of Canada Act* or other such applicable legislation.

376. Save as may otherwise be agreed between the Parties, the undertaking of confidentiality as to the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to the Agreement-in-Principle and this Final Settlement Agreement continues in force. The Parties expressly agree that the Agreement-in-Principle and the materials and discussions related to it are inadmissible as evidence to determine the meaning and scope of this Final Settlement Agreement, which supersedes the Agreement-in-Principle.

PART XXIII – TERMINATION OF AGREEMENT

Recommended Draft for Review

377. This Final Settlement Agreement shall continue in full force and effect until expiry of the Term on March 31, 2034.
378. Notwithstanding any other provision in this Final Settlement Agreement, the following provisions shall survive the termination of this Final Settlement Agreement:
- (a) paragraphs 95 to 97 of PART VII –THE REFORMED FNCFS FUNDING APPROACH: FOLLOWING THE EXPIRY OF THE TERM OF THIS FINAL SETTLEMENT AGREEMENT;
 - (b) PART XIX – DISPUTE RESOLUTION PROCESS in so far as it is required to continue to operate and be funded to do so pursuant to paragraph 247, which details the determination of Disputes filed prior to the expiry of this Final Settlement Agreement; and
 - (c) PART XXII – CONFIDENTIALITY AND RETENTION.

PART XXIV – COOPERATION AND APPROVAL

Cooperation of First Nations Leadership and Tribunal Approval

379. The Parties shall speak publicly in favour of this Final Settlement Agreement and shall make best efforts to procure the endorsement of this Final Settlement Agreement by First Nations leadership and, subject to such endorsement by way of resolution, to procure the approval of this Final Settlement Agreement by the Tribunal or, as necessary, the Federal Court or further Appellate Court.
380. For clarity, the coming into force of this Final Settlement Agreement is contingent on the endorsement of First Nations leadership and approval by the Tribunal or, as necessary, the Federal Court or further Appellate Court, and shall be of no force and effect should such endorsement and approval not be obtained.

Public Statements and Announcements

381. The Parties shall cooperate with respect to the release of joint public statements announcing this Final Settlement Agreement and shall make public announcements in support of the Final Settlement Agreement.

Recommended Draft for Review

Funding of Legal Costs

382. Until this Final Settlement Agreement is approved by the Tribunal or, as necessary, the Federal Court or further Appellate Court, ISC shall reimburse the AFN, COO, and NAN for reasonable legal costs related to supporting that approval. Following such approval, ISC shall no longer reimburse the AFN, COO, and NAN for legal costs in relation to this Final Settlement Agreement.

PART XXV – ENFORCEMENT OF FUNDING COMMITMENT

383. Any and all funding commitments by Canada or amendments agreed to by the Parties in this Final Settlement Agreement remain subject to annual appropriation by the Parliament of Canada, or other necessary approval processes required by the Government of Canada.
384. Notwithstanding paragraph 383, if the Parliament of Canada does not appropriate sufficient funding to satisfy Canada's commitment in PART IV – FUNDING COMMITMENT of this Final Settlement Agreement, a Party may seek an order from a court of competent jurisdiction that the Parties are substantially deprived of the benefit of the FSA. The Party seeking such an order need not have suffered monetary loss nor shall it be necessary for a Party to prove that it is unable to perform its obligations under this Final Settlement Agreement as a result of Parliament's decision not to appropriate sufficient funding. If a court makes such an order, a Party may seek to re-open the complaint at the Canadian Human Rights Tribunal bearing file number T1340/7008, or to initiate a new complaint at the Canadian Human Rights Tribunal. For clarity, nothing in this clause is intended to foreclose any other cause of action or remedy which may be available to the Parties.

PART XXVI – SUPERSEDING TRIBUNAL'S ORDERS

385. Within 30 days following the signing of the Final Settlement Agreement, the Parties shall file a joint Notice of Motion with the Tribunal in which they shall seek an order from the Tribunal that the Final Settlement Agreement is approved and that the Tribunal's jurisdiction over the complaint and all associated proceedings has ended save for those relating to Jordan's

Recommended Draft for Review

Principle, and that the terms of the Final Settlement Agreement supersede and replace all orders of the Tribunal related to the discrimination found by the Tribunal concerning the FNCFS Program and the 1965 Agreement.

386. For clarity, the terms of this Final Settlement Agreement shall supersede and render void all previous orders of the Tribunal concerning the 1965 Agreement and the FNCFS Program provided by Canada through ISC and any previous entities, unless an Order or part of an Order of the Tribunal is specifically identified as surviving and still in force following this Final Settlement Agreement.

PART XXVII – GENERAL PROVISIONS

387. This Final Settlement Agreement is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the *Constitution Act*, 1982, and not as abrogating or derogating from them.
388. This Final Settlement Agreement shall not be construed as an assumption by the AFN, COO, or NAN of any liability to any person(s) or First Nation(s) in respect of this Final Settlement Agreement or its subject matter.
389. For further clarity, on execution of the Final Settlement Agreement, the Parties shall be bound by the Dispute Resolution Process agreed to under this Final Settlement Agreement and shall not return to the Tribunal for any purpose other than to obtain a final consent order resolving the complaint and ending the Tribunal's jurisdiction or as set out in paragraph 384.
390. The terms of this Final Settlement Agreement may only be amended by the Parties upon their unanimous consent in writing.
391. No Party shall be added to this Final Settlement Agreement once it has been signed except with the unanimous consent of the Parties.
392. Where the context or construction requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa; and the masculine shall include the feminine and neuter, and vice versa.
393. Unless the context otherwise requires, references herein to:

Recommended Draft for Review

- (a) parts, articles, sections, paragraphs, and appendices mean the parts, articles, sections, and paragraphs of, and appendices attached to, this Final Settlement Agreement;
- (b) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof;
- (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder; and
- (d) words applied in the plural shall be deemed to have been used in the singular, and vice versa; and the masculine shall include the feminine and neuter, and vice versa.

394. All funding provided to First Nations and FNCFS Agencies pursuant to this Final Settlement Agreement shall be provided as a transfer payment and in accordance with the Policy on Transfer Payments, the Directive on Transfer Payments, and the terms and conditions of the FNCFS Program, as set out in Appendix 10 and revised from time to time in the manner outlined in paragraph 399. For greater clarity, it shall be a requirement of such funding that First Nations and FNCFS Agencies complete the planning and reporting requirements set out in paragraphs 43, 99, 106, 134 and 137(b) of this Final Settlement Agreement and the terms and conditions of the FNCFS Program.

395. All amounts in this Final Settlement Agreement have been rounded. The precise financial commitments are as set out in the financial chart attached as Appendix 1. In case of any conflict, the Parties agree that the amounts in the financial chart prevail.

396. This Final Settlement Agreement may be signed electronically and in counterpart.

PART XXVIII – APPENDICES

397. No term of this Final Settlement Agreement can be amended except as provided for in paragraph 390. However, certain appendices to this Final

Recommended Draft for Review

Settlement Agreement may be revised in accordance with this Part, except where a revision to those appendices would have the effect of amending this Final Settlement Agreement, being inconsistent with its terms, or significantly departing from the principles and purposes therein.

398. ISC may revise the following appendices to this Final Settlement Agreement on the approval of the Reform Implementation Committee:

- (a) Appendix 4: First Nations Planning Template;
- (b) Appendix 5: Agency Accountability Co-Development Planning Template;
- (c) Appendix 6: Reformed FNCFS Program Schedules for Contribution Funding Agreements;
- (d) Appendix 3: Program Assessment Timelines;
- (e) Appendix 7: Expert Advisory Committee Terms of Reference; and
- (f) Appendix 12: Remoteness Quotient Adjustment Factor (RQAF) Methodology.

399. ISC can revise the following appendices in consultation with the Parties and may take into account the recommendations of the Reform Implementation Committee in doing so:

- (a) Appendix 10: First Nations Child and Family Services Terms and Conditions; and
- (b) Appendix 2: Performance Measurement Indicators and Outcomes Chart.

The Parties have signed this Final Settlement Agreement this [X].

Recommended Draft for Review

APPENDICES

1. Financial Chart
2. Performance Measurement Indicators and Outcomes Chart
3. Program Assessment Timelines
4. First Nations Planning Template
5. Agency Accountability Co-Development Planning Template Agency
Accountability co-developed plan template
6. Reformed FNCFS Program Schedules for Contribution Funding Agreements
7. Expert Advisory Committee Terms of Reference
8. Reform Implementation Committee Terms of Reference
9. Articles of Incorporation and Bylaws for the National Secretariat
10. First Nations Child and Family Services Terms and Conditions
11. Housing Funding Allocation Example
12. Remoteness Quotient Adjustment Factor (RQAF) Methodology

Recommended Draft for Review

Appendix 1: Financial Chart

Funding allocated to the Final Agreement over 10 years (2024-25 to 2033-34)											
(in Million \$)	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	10 Year Total
Baseline Funding	1,276.2	1,315.5	1,357.1	1,401.6	1,449.5			7,247.7			14,047.8
Prevention	1,423.1	1,476.0	1,532.9	1,594.6	1,666.3			8,326.1			16,019.0
IT, Results, Emergency and Household Support Funding	204.4	210.4	216.4	222.6	229.1			1,145.3			2,228.2
Remoteness	589.2	590.2	611.6	635.8	661.8			3,308.9			6,397.5
First Nation Representative Services outside Ontario	127.3	131.2	135.4	139.6	144.0			719.9			1,397.3
First Nations Representative Services in Ontario	84.3	86.9	89.6	92.3	95.2			476.0			924.2
\$75K Floor for Prevention and First Nation Representative Services	6.1	6.1	6.1	6.1	6.2			30.8			61.5
National and Regional Secretariats	8.2	8.3	8.3	8.4	8.5			42.3			84.0
Remoteness Research (Remoteness Secretariat, National Assembly of Remote Communities and NAN-Canada Remoteness Quotient Table)	3.0	3.0	3.0	3.0	3.0			15.0			30.0
Reform Implementation Committee, Independent Monitor and Other Governance	3.4	3.4	3.4	3.5	3.5			17.3			34.3
Alternate Dispute Resolution and Internal Federal Legal Costs ¹	11.1	10.2	10.3	10.5	10.7			-			52.8
First Nations Child Wellbeing Survey	2.7	2.7	2.7	10.3	-			-			18.4
Cultural Competency Survey	0.6	0.6	0.6	0.6	-			-			2.2
Other Research	0.3	0.8	0.3	0.8	0.3			1.7			4.3
Post-Majority Support Services	120.7	139.3	157.7	178.4	199.7			998.4			1,794.2
FNCFS Capital	424.2	473.0	399.2	371.1	252.4	188.5	195.6	203.1	210.8	218.8	2,936.6
Total Reformed FNCFS Program	4,284.9	4,457.6	4,534.6	4,679.1	4,730.0			23,346.2			46,032.5
Housing											
Housing	413.1	438.1	464.0	475.4	-	-	-	-	-	-	1,790.6
Total Housing	413.1	438.1	464.0	475.4	-	-	-	-	-	-	1,790.6
Total	4,698.0	4,895.7	4,998.6	5,154.5	4,730.0			23,346.2			47,823.1
<i>Totals may not add up due to rounding.</i>											
Note 1: This amount is made up of both a) the costs of administering the FSA's ADR mechanism, including the cost of duty counsel, and b) internal Department of Justice costs incurred by ISC in the administration of the FNCFS Program.											

Recommended Draft for Review

Appendix 2: Performance Measurement Indicators and Outcomes Chart

The performance measurement elements of the Reformed FNCFS Program, such as outcomes and indicators, are subject to approval and data availability.

Outcomes and indicators may evolve as part of the implementation of the Reformed FNCFS Program. As a starting point, the following indicators will be used to measure the performance of the Reformed FNCFS Program.

Outcomes	Indicators	Data Provider (data to be used by ISC to calculate percentages and averages of indicators)
FNCFS Service Providers are informed of current and upcoming service possibilities and associated delivery requirements, including roles and responsibilities.	Number of regional engagements, consultations, and workshops	ISC
	Number of attendees by affiliation (such as First Nation or FNCFS Agency) per engagement, consultation, or workshop delivered by ISC	ISC
	Number of communications and bulletins	ISC
	Percentage of attendees who indicate that they are better informed of service possibilities and delivery requirements following an engagement, consultation, or workshop delivered by ISC	ISC
FNCFS Service Providers have the resources to plan for and deliver culturally appropriate services to First Nations children, youth, young adults, and families.	Percentage of main programming funding agreements with FNCFS Service Providers that are in place before the start of the fiscal year	ISC
	Percentage of FNCFS Service Providers that have accessed or built new infrastructure to support service delivery	FNCFS Service Providers
FNCFS Service Providers are aware of the different roles and responsibilities of First Nations and FNCFS Agencies.	Number of FNCFS training and guidance documents which are available and up to date	ISC
	Number of times FNCFS training and guidance documents have been accessed.	ISC
	Percentage of FNCFS Service Providers with multi-year plans	FNCFS Service Providers

Recommended Draft for Review

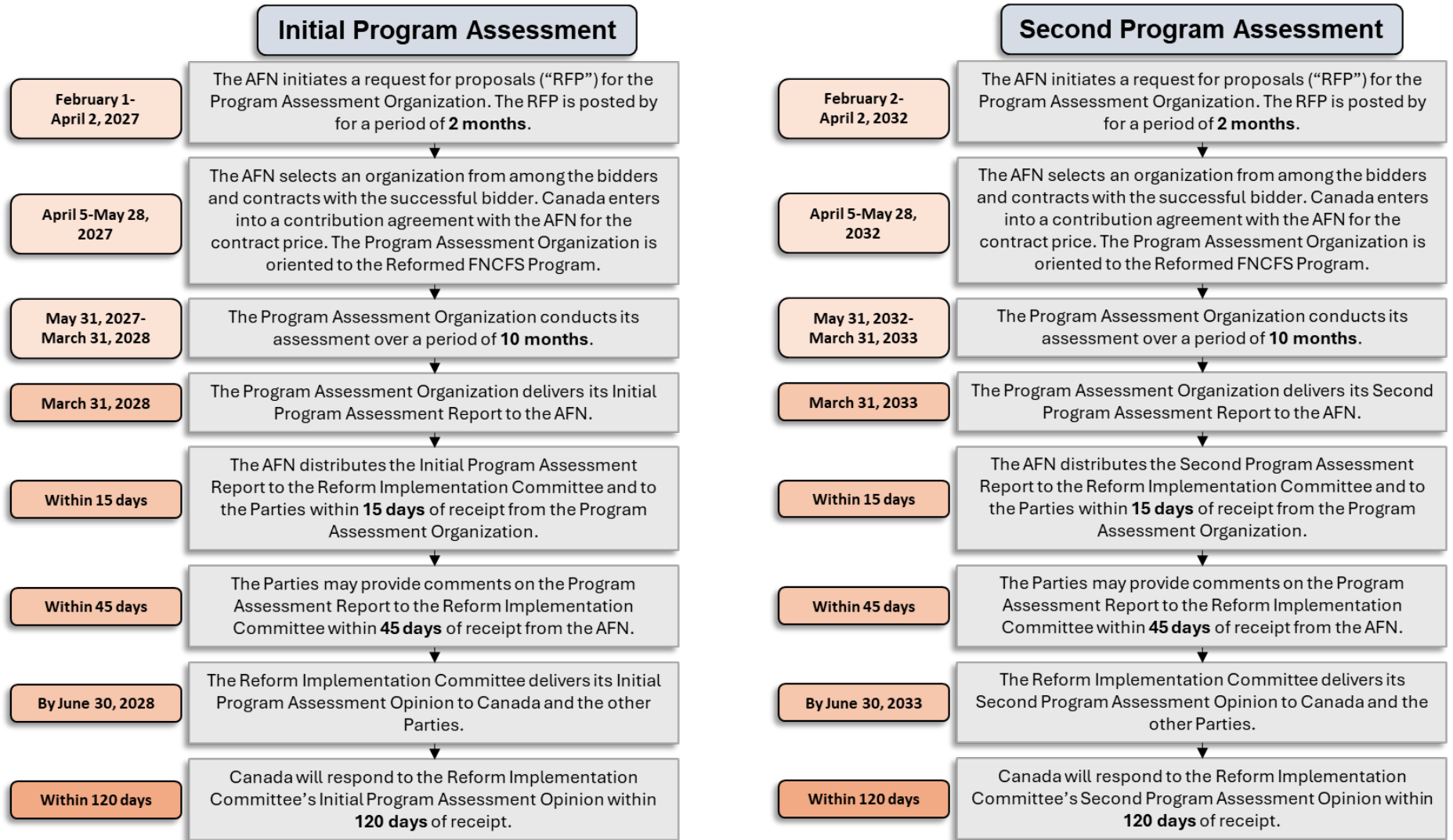
	or child and community well-being plans	
First Nations children have access to culturally adapted prevention services.	Percentage of First Nations more than two and a half hours of travel by road from the nearest office of the First Nation's affiliated FNCFS Agency or not connected to any office of that FNCFS Agency by road	ISC and FNCFS Agencies
	Number of First Nations children who are referred by an FNCFS Agency to a prevention service which, in order to access, requires more than two and a half hours of travel by road or requires travel by air or ferry	FNCFS Agencies
	Percentage of First Nations directly providing prevention services for their communities	First Nations
	Percentage of First Nations children who have access to a culturally adapted prevention service provider	FNCFS Service Providers
First Nations children and youth have access to a and culturally appropriate environment	Percentage of children in care who are placed with a family member (kinship care)	FNCFS Agencies
	Percentage of First Nations children on reserve in care where at least one of the caregivers is a First Nation individual	FNCFS Agencies
First Nations children and families have access to First Nation Representative Services.	Percentage of First Nations offering First Nation Representative Services to families	First Nations
First Nations youth aging out of care and young adults formerly in care have access to post-majority support services.	Percentage of eligible First Nations youth aging out of care and young adults formerly in care served by post-majority support services	First Nations
FNCFS Service Providers are working collaboratively toward service delivery.	Percentage of FNCFS Agencies with a child and community wellbeing plan that has been co-developed with the First Nation(s) affiliated with the FNCFS Agency	FNCFS Agencies

Recommended Draft for Review

FNCFS Service Providers are working collaboratively as a network of support for children and families.	Percentage of FNCFS Service Providers that produce and publicly share an annual report on the progress of their multi-year plans or child and community well-being plans	FNCFS Service Providers
Protective factors are built, and risk factors are identified and addressed within families and communities	Percentage of First Nations children on-reserve in care	FNCFS Agencies
	Percentage of First Nations children and youth on reserve in care who came into care for the first time	FNCFS Agencies
	Percentage of First Nations children and youth re-entering care	FNCFS Agencies
	Number of reported cases of child maltreatment for First Nations on reserve	FNCFS Agencies
	Number of culturally appropriate prevention activities that have been provided to First Nations families on reserve	FNCFS Service Providers
First Nations children and youth in care remain connected to their family, community, and culture	Percentage of First Nations children in care who are reunified with their families	FNCFS Agencies
	Percentage of First Nations children and youth on reserve in care who achieved permanency	FNCFS Agencies
	Average number of days in care	FNCFS Agencies
	Average number of changes in placement type	FNCFS Agencies
Post-majority support services are provided routinely to First Nations youth aging out of care and young adults formerly in care.	Average expenditures per First Nation on post-majority support services	First Nations
Thriving children and families are supported by First Nation community-driven child and family services.	ISC will use all indicators listed above to inform this outcome.	

Recommended Draft for Review

Appendix 3: Program Assessment Timelines



Recommended Draft for Review

Appendix 4: First Nations Planning Template

First Nation: _____

Served by (FNCFS Agency or province/territory): _____

Date: _____

Update for (if required): [insert fiscal year]

OVERVIEW

The Overview is intended to complement the information on specific initiatives and activities detailed below under the headings of Prevention, First Nation Representative Services and Post-Majority Support Services.

May include the following:

- key child and family well-being priorities
- service priorities for the planning period
- strategic priorities for the planning period

PREVENTION

Initiatives and Activities	Link to FNCFS Agency Initiatives (if applicable)	Timeframes

Recommended Draft for Review

FIRST NATION REPRESENTATIVE SERVICES		
Initiatives and Activities	Link to FNCFS Agency Initiatives (if applicable)	Timeframes

POST-MAJORITY SUPPORT SERVICES		
Initiatives and Activities	Link to FNCFS Agency Initiatives (if applicable)	Timeframes

Recommended Draft for Review

FINANCIAL FORECAST				
Funding Component	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029
	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures
• Prevention				
• First Nations Representative Services				
• Post Majority Support Services				
• Household Supports				
• Information Technology				
• Results				

Recommended Draft for Review

UNEXPENDED FUNDING PLAN (if applicable)

Total Amount of Unexpended FNCFS Program Funds to March 31, 2025: \$

Reformed FNCFS Funding Component	Unexpended Funding	Description of Planned Activities	Fiscal Year Activities Will Be Conducted

Recommended Draft for Review

SIGNATURES

First Nation Declaration and Signatures:

I declare that (First Nation name) has developed this FNCFS Multi-Year Plan.

Name	Title/Position	Signature(s)	Date

Recommended Draft for Review

Appendix 5: Agency Accountability Co-Development Planning Template

CHILD AND COMMUNITY WELLBEING PLAN	
Planning Period: 2025-26 to 2028-2029	Update for (insert fiscal year):
ORGANIZATION INFORMATION	
FNCFS Agency Name:	FNCFS Agreement Number:
Recipient Contact Name:	First Nation(s) Served:
ENVIRONMENTAL SCAN FOR EACH COMMUNITY SERVED	
<p>Environmental scan would be based on data that would include information, insights, perspectives, etc. from the First Nation community or communities served.</p> <p>Topics must include the following:</p> <ul style="list-style-type: none">• circumstances affecting the well-being of children, youth, young adults and families, as well as the delivery of services• key child and family well-being priorities• child and family service priorities	

Recommended Draft for Review

COLLABORATION WITH FIRST NATIONS

Must describe how the agency collaborated with the First Nations to co-develop the plan, and how the agency will work with the First Nations as the plan is implemented.

Topics must include:

- information sharing mechanisms and protocols, to assist First Nations in the delivery of services under the reformed FNCFS program
- identify any supporting and/or complementary roles to affiliated First Nations in the delivery of services under the reformed FNCFS program
- approach to the delivery of Prevention that defines and reflects the agency's and First Nations' respective roles, ensuring that services address needs in a holistic manner
- how the agency will recognize and respect First Nations' delivery of First Nation Representative Services and Post-majority Support Services
- how the agency will notify the First Nation, in a manner that meets the standards set out in provincial / territorial and federal law, of a child's involvement with the agency
- process for reporting to First Nations (at least annually) on delivery of the agency's planned activities and achievement of performance targets
- timeline and process for working with First Nations to update the plan as required, including process for seeking approval of updates by each affiliated First Nation community.
- process for the agency to work with First Nations to identify potential risks, develop risk management strategies, and modify plans accordingly
- approval requirements and protocols for co-developed plan

AGENCY PLAN SUMMARY

The broad overview in the Agency Plan Summary is intended to complement the specific activities detailed in the Activity Plan below. Content, co-developed with affiliated First Nations, must include the following:

- vision, priority, key operational and service initiatives
- service needs on which the agency will focus during the planning period
- governance structure, full-time staff qualifications, salary grid
- linkages and alignment with First Nations' service initiatives
- potential risks identified
- strategies to manage financial, operational, governance or other risks

Recommended Draft for Review

- budget considerations and usage

ACTIVITY PLAN			
Activity #1			
Timeframe		Budget (Source and Amount)	
Desired Outcome		Indicators	1) ...
Activity #2			
Timeframe		Budget (Source and Amount)	
Desired Outcome		Indicators	1) ...
Activity #3			
Timeframe		Budget (Source and Amount)	
Desired Outcome		Indicators	1) ...
Activity #4			
Timeframe		Budget (Source and Amount)	
Desired Outcome		Indicators	1) ...
Activity #5			
Timeframe		Budget (Source and Amount)	
Desired Outcome		Indicators	1) ...

Recommended Draft for Review

COMMUNITY-WELLNESS REPORTING INDICATORS	
Community Data and Reporting Requirements in Relation to Children Receiving Protection Services	Goals and Targets (to be discussed with First Nation community or communities)
Knowledge of Indigenous languages	
Connection (access) to land	
Community-based activities	
Spirituality	
Family reunification	
Placement within community (kin and kith)	
Stability (i.e. moves in care)	
Incidence of abuse while child is in care	
Reason for entry	
Housing	
Reason for exit	
Time to exit	
Referrals to pre- and post- natal services	
Referrals to medical services	
Referrals to mental health services	
Referrals to substance misuse services	
Referrals to family violence intervention services	
Referrals to FNCFS prevention services	
Early learning childhood education	
Numeracy and literacy targets	
Secondary education completion rate	
Post-secondary education aspirations	
Optional Additional Well-being Indicators	Goals and Targets

Recommended Draft for Review

COMMUNITY-WELLNESS REPORTING INDICATORS	
List additional well-being indicators co-developed with affiliated First Nations	

FINANCIAL FORECAST				
Funding Component	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029
	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures
<ul style="list-style-type: none"> • Baseline (i.e., maintenance and operations) 				
<ul style="list-style-type: none"> • Prevention (applicable if the FNCFS Agency is receiving prevention funding) 				
<ul style="list-style-type: none"> • Post-Majority Support Services (applicable if post-majority support services funding is provided to the FNCFS Agency by its affiliated First Nations) 				

Recommended Draft for Review

UNEXPENDED FUNDING PLAN (if applicable)

Total Amount of Unexpended FNCFS Program Funds to March 31, 2025: \$

Reformed FNCFS Funding Component	Unexpended Funding	Description of Planned Activities	Fiscal Year Activities Will Be Conducted

Recommended Draft for Review

SIGNATURES

FNCFS Agency Declaration and Signature:

On behalf of (name of FNCFS Agency), I declare that this Child and Community Wellbeing plan has been informed by and co-developed with (list participating First Nations).

Name	Title/Position	Signature(s)	Date

First Nation Declaration and Signatures:

I declare that (First Nation name) has informed and co-developed this Child and Community Wellbeing Plan with (name of FNCFS Agency).

Name	Title/Position	Signature(s)	Date

(Add additional signature blocks as required for each participating First Nation.)

Appendix 6: Reformed FNCFS Program Schedules for Contribution Funding Agreements

In order to implement the provisions of the Final Settlement Agreement on Long-Term Reform of the First Nations Child and Family Services Program (the “FSA”), a number of flexibilities and requirements are to be incorporated into ISC’s funding agreements with FNCFS Service Providers.

A new funding mechanism has been created to provide for both reallocation and carry-forward of funding to FNCFS Service Providers pursuant to the Reformed FNCFS Funding Approach (“FNCFS funding”), as outlined below. This mechanism is referred to as the FNCFS Funding Mechanism. Clauses related to this mechanism have been drafted for inclusion in the funding mechanism Schedule of the FNCFS Service Provider funding agreements.

- **Reallocation** – The FNCFS Funding Mechanism permits reallocation of FNCFS funding within the various streams of the Reformed FNCFS Program, with the following exceptions:
 - **Prevention funding for FNCFS Agencies** – Reallocation of prevention funding to protection is not permitted, except to fund least disruptive measures.
 - **Capital projects** – Reallocation of funding provided for capital projects is only permitted upon submission of a plan and its approval by ISC.
- **Carry-forward** – The FNCFS Funding Mechanism permits the carry-forward of unexpended FNCFS funding to the following fiscal year to ensure any unspent funds remain available to support the delivery of services funded by the Reformed FNCFS Program. ISC will align the duration of funding agreements to the greatest extent possible to the 10-year duration of the FSA, with the funding for the initial five-year funding period added upon initial implementation, and the funding for the second five-year funding period following completion of the Initial Program Assessment in year 4 of the FSA. Carry-forward is permitted until the end date of the agreement, which may be extended prior to its expiry should the FNCFS Service Provider identify a longer duration in its annual unexpended funding plan.

New provisions for FNCFS Agencies have been added to the Program Delivery Requirements Schedule in the areas of accountability, reporting, and the ability for FNCFS Agencies to redirect FNCFS funding to First Nations.

The sections of ISC’s funding agreements detailing the funding mechanism and service delivery requirements can be found below.

Part A – FNCFS Agency Funding Agreement Model (Funding Agreement – Other) and First Nation Funding Agreement Model (Comprehensive Funding Agreement) – Funding Mechanisms and Preamble

Part B – FNCFS Agency Funding Agreement Model (Funding Agreement – Other) – Reformed FNCFS Program Delivery Requirements

Part C – First Nation Funding Agreement Model (Comprehensive Funding Agreement) – Reformed FNCFS Program Delivery Requirements

ISC National Funding Agreement Models: <https://www.sac-isc.gc.ca/eng/1545169431029/1545169495474>

Part A – FNCFS Agency Funding Agreement Model (Funding Agreement – Other) and First Nation Funding Agreement Model (Comprehensive Funding Agreement) – Funding Mechanisms (Schedule 2 of national models)

Funding under the FNCFS Funding Mechanism

1.1 [/:Name] may only expend Funding under the FNCFS Funding Mechanism:

- a. for each of the Activities for which it is allocated in Schedule 3 [Schedule 4 for First Nation agreements] under the heading FNCFS Funding Mechanism or reallocated in accordance with this section; and
- b. in accordance with the terms and conditions of this Agreement for those Activities, including those set out in the Delivery Requirements.

1.2 Subject to Schedule 4 [This cross-reference only required in FNCFS Agency model], [/:Name] may reallocate any Funding under the FNCFS Funding Mechanism as follows, provided that all Activities, funded by Funding under the FNCFS Funding Mechanism, are delivered in that Fiscal Year:

- a. funding other than FNCFS capital project funding may be reallocated among any Activities listed under the FNCFS Funding Mechanism according to Schedule 3 [Schedule 4 for First Nation agreements];
- b. FNCFS capital project funding may be reallocated only as per a plan submitted to and approved by Canada.

1.3 Subject to paragraph 30.2(c) [paragraph 20.2 for First Nation agreements] of the main body of this Agreement, if at the end of a Fiscal Year [/:Name] has not expended all Funding under the FNCFS Funding Mechanism for that Fiscal Year, [/:Name] may retain the unspent amount for expenditure in the following Fiscal Year where [/:Name]:

- a. [/:Name] expends the unexpended Funding under the FNCFS Funding Mechanism:
 - i. for purposes consistent with the Activities funded by Funding under the FNCFS Funding Mechanism; and
 - ii. in accordance with the plan for unexpended funding included in [/:Name]'s annual report on their Child and Community Wellbeing Plan [FNCFS Multi-Year Plan for First Nation agreements] accepted by Canada;
- b. expends the unexpended Funding under the FNCFS Funding Mechanism before the expiry or termination of this Agreement, including any extensions to this Agreement; and
- c. [/:Name] reports on its expenditure of the unexpended Funding under the FNCFS Funding Mechanism in accordance with the *Reporting Guide* and Reformed FNCFS Program guidance.

Part B – FNCFS Agency Funding Agreement Model (Funding Agreement – Other) – Reformed FNCFS Program Delivery Requirements (Schedule 4 of national model)

Reformed First Nations Child and Family Services (FNCFS) Program Activities

7. Definitions

In this Schedule, the following terms have the following meanings. These definitions apply equally to the singular and plural forms of the terms defined:

“Child and Community Wellbeing Plan” means a multi-year plan developed jointly between FNCFS Agencies and the First Nation(s) they serve as described in Reformed FNCFS Program guidance.

“National Secretariat” means the First Nations-led, apolitical, not-for-profit corporation established by the Assembly of First Nations, the Chiefs of Ontario and Nishnawbe Aski Nation for the purpose of data collection, synthesis, and best practice development.

“Reform Implementation Committee” means a committee composed of appointees from the Parties to the Final Settlement Agreement on Long-Term Reform of the First Nations Child and Family Services Program to oversee the implementation of the Reformed FNCFS Program.

8. Purpose and Application

8.1 The purpose of the Reformed FNCFS Program is to provide resources and funding to support the holistic and culturally appropriate delivery of child and family services to meet the needs of children, youth and families ordinarily resident on reserve or in the Yukon. The Reformed FNCFS Program funds eligible recipients to provide services that account for the distinct needs of First Nations children, youth and families, including cultural, historical and geographical circumstances.

9. Delivery Requirements for FNCFS Activities

9.1 [/:Name] shall administer the Reformed FNCFS Program in accordance with provincial/territorial legislation, the Reformed FNCFS Program's Terms and Conditions and any other current approved program documentation issued by ISC as amended from time to time.

9.2 Where full funding is not required for the delivery of Provincial/Territorial delegated services, Funding provided to [/:Name] for the delivery of the Reformed FNCFS Program may be transferred from [/:Name] to one or more of the First Nations it serves to support Activities from Section 9.1 of this Schedule, including housing for the purposes of preventing First Nations children from being taken into care and of supporting reunification where housing is a barrier. Any transfer of Funding under this Section is subject to approval by Canada.

9.3 [/:Name] shall not reallocate for FNCFS prevention funding to protection Activities, unless those Activities are least disruptive measures.

10. Accountability to First Nations

10.1 [/:Name] shall co-develop a Child and Community Wellbeing Plan with the First Nation(s) it serves that will guide [/:Name]'s planning, design and undertaking of Activities to support the delivery of the Reformed FNCFS Program. The Child and Community Wellbeing Plan should be consistent with any existing relationship agreement between [/:Name] and the First Nation(s) it serves. [/:Name] shall fund co-development of the Child and Community Wellbeing Plan. The Child and Community Wellbeing Plan must include, as outlined in Reformed FNCFS Program guidance:

- a. activities undertaken and associated expenditures of the FNCFS Agency with respect to Baseline Funding, emergency funding, and prevention funding, if any, over the Initial Five-Year Funding Period;
- b. multi-year financial forecasts including unexpended funds and how they will be spent;
- c. plans for the realization of performance target set by the First Nation;
- d. risk management strategies;
- e. provisions for regular reporting by the FNCFS Agency to the First Nation;
- f. mechanisms to facilitate the sharing of information, to assist First Nations in the delivery of services under the Reformed FNCFS Program;
- g. provisions that recognize and respect First Nations' delivery of First Nation Representative Services and post-majority support services;
- h. an integrated approach to the delivery of prevention services as between the FNCFS Agency and their affiliated First Nations, which delineates their respective roles and ensures support to families and their communities in the provision of holistic wrap-around services;
- i. consideration for the supporting and complementary roles of the FNCFS Agency and their affiliated First Nations in the delivery of services under the Reformed FNCFS Program; and
- j. provisions which provide for notification of First Nations of a child's involvement with [/:Name], in a manner that meets the standards set out in provincial / territorial and federal law.

10.2 [/:Name] must deliver services in alignment with the Child and Community Wellbeing Plan. Failure to establish or respect the requirements of the Child and Community Wellbeing Plan may impact the eligibility of [/:Name] to receive Funding through the FNCFS Mechanism, result in a program audit or the implementation of default remedies as outlined in Section 24 of this Agreement.

10.3 [/:Name] may update its Child and Community Wellbeing Plan annually, in partnership with the First Nation(s) it serves, to accommodate changes to its priorities and financial planning.

10.4 [/:Name] shall report to Canada and the First Nation(s) it serves annually on its Child and Community Wellbeing Plan.

10.5 [/:Name] shall report annually to the First Nation(s) it serves and to the National Secretariat on the following indicators, as outlined in Reformed FNCFS Program guidance:

- a. Knowledge of Indigenous languages
- b. Connection (access) to land
- c. Community-based activities
- d. Spirituality
- e. Family reunification
- f. Placement within community (kin and kith)
- g. Stability (i.e. moves in care)
- h. Incidence of abuse while child is in care
- i. Reason for entry
- j. Housing
- k. Reason for exit
- l. Time to exit
- m. Referrals to pre- and post- natal services
- n. Referrals to medical services
- o. Referrals to mental health services
- p. Referrals to substance misuse services
- q. Referrals to family violence intervention services
- r. Referrals to FNCFS prevention services
- s. Early learning childhood education
- t. Numeracy and literacy targets
- u. Secondary education completion rate
- v. Post-secondary education aspirations

10.6 Canada may share reports produced under this Agreement with the First Nation(s) served by [/:Name].

10.7 Canada may report to the First Nation(s) served by [/:Name] and the Reform Implementation Committee on [/:Name]'s compliance with the terms of this Agreement.

11. Adjustments to Funding

11.1 Where a First Nation being served by [/:Name]:

- a. notifies Canada in writing that it intends to transition to an entity other than [/:Name] for the delivery of protection services,
- b. notifies Canada in writing of a new manner in which ISC shall allocate the prevention funding attributable to the First Nation, or
- c. begins to be funded to exercise jurisdiction in the delivery of some or all aspects of child and family services pursuant to a self-government agreement, a treaty arrangement, a coordination agreement under *An Act respecting First Nations, Inuit and Métis children, youth and families*, S.C. 2019, c. 24, or an alternative federal jurisdictional and funding process,

Canada may reduce or cancel [/:Name]'s Reformed FNCFS Program Funding by providing at least 60 days prior notice to [/:Name]. This notice will specify the Fiscal Year(s) and amounts in respect of which any such Reformed FNCFS Program Funding will be reduced or cancelled.

Part C – First Nation Funding Agreement Model (Comprehensive Funding Agreement) –
Reformed FNCFS Program Delivery Requirements (Schedule 5 of national model)

8. Activities Funded by Set, Fixed, Flexible, FNCFS Mechanism or Grant Funding for ISC

ACTIVITY DELIVERY REQUIREMENTS, COST- SHARING AND ADJUSTMENT FACTORS			
ACTIVITY	DELIVERY REQUIREMENTS	COST-SHARING	ADJUSTMENT FACTOR
Reformed First Nations Child and Family Services Program	[:Name] shall administer the First Nations Child and Family Services Program in accordance with Provincial/Territorial legislation, the First Nation Child and Family Services Program’s Terms and Conditions and any other current approved program documentation issued by ISC as amended from time to time.		insert an Adjustment Factor when applicable

Appendix 7: Expert Advisory Committee Terms of Reference

Part I: Background

In 2007, the Assembly of First Nations (the “AFN”) and the First Nations Child and Family Caring Society (the “Caring Society”) filed a complaint before the Canadian Human Rights Commission alleging that pursuant to section 5 of the *Canadian Human Rights Act*, Indian and Northern Affairs Canada discriminated in the provision of child and family services to First Nations on reserve and in the Yukon, on the basis of race and/or national or ethnic origin, by providing inequitable and insufficient funding for those services. The Chiefs of Ontario (“COO”) and Nishnawbe Aski Nation (“NAN”) were subsequently intervened in the proceedings.

On January 26, 2016, the Canadian Human Rights Tribunal (CHRT) in 2016 CHRT 2 found Canada’s First Nations Child and Family Services Program (the “FNCFS Program”) to be discriminatory in its funding and ordered Canada to reform the FNCFS Program and cease applying a narrow definition of Jordan’s Principle by immediately implementing its full meaning and scope. The CHRT clarified in 2016 CHRT 16 that its decision in 2016 CHRT 2 included a positive onus on Canada to update its policies, procedures and agreements to comply with the CHRT’s findings.

On December 31, 2021, the AFN, the Caring Society, Canada, COO, and NAN reached an Agreement-in-Principle on the long-term reform of the FNCFS Program and Jordan’s Principle (the “AIP”). The AIP committed the parties to jointly establishing an expert advisory committee that would support the design of an independent expert evaluation of Indigenous Services Canada (“ISC”)’s policies, processes, culture, accountability mechanisms, procedures and practices to identify and provide recommendations to redress the discrimination identified by the CHRT. These measures will be complemented by mandatory staff training, revisions in performance metrics for staff that affirm non-discrimination, and other reforms recommended by the evaluation.

On March 24, 2022, the parties to the AIP obtained a consent order, 2022 CHRT 8, which provided for the creation of an expert advisory committee to provide advice and guidance on the reform of ISC. Accordingly, the Expert Advisory Committee (the “EAC”) was established in April of 2022.

The Final Agreement on the Long-term Reform of the FNCFS Program (the “Final Settlement Agreement”) was concluded by the AFN, Canada, COO, and NAN on XX. If approved by the CHRT or the courts, it will supersede all previous agreements (including the AIP), Terms of Reference for the EAC, and orders of the CHRT.

These Terms of Reference detail the mandate of the EAC as provided for in the Final Settlement Agreement.

Part II: Mandate, Roles and Responsibilities of the EAC

(1) Initial Third-Party Evaluation

The EAC will provide advice and guidance on the design and implementation of an independent third-party evaluation to support the reform of ISC, as well as provide recommendations to the Reform Implementation Committee on reforms based on the evaluation, so as to remedy the mindset that gave rise to the discrimination that has been repeatedly cited by the CHRT as

problematic. The expected result is the culturally based safety and wellbeing of First Nations children, youth, and families, and the safeguarding against the recurrence of discrimination.

The focus of the evaluation, which is to be completed within two years following the approval of the FSA, will be to identify and provide recommendations related to the reform of ISC and successor departments as part of the multifaceted approach toward redressing discrimination identified by the Tribunal, and to prevent its recurrence. It will draw on all relevant reports, evaluations, and research that may include but not limited to decision-making and policy development processes; cultural norms and attitudes; human resource policies, procedures, and agreements; and internal and external accountability measures.

It is intended that the EAC will:

- advise ISC on the solicitation of the Third-Party evaluation team by way of a request-for-proposal;
- provide advice to the Third-Party evaluation team in the design, focus, and implementation of its assessment;
- receive updates on the status of the report of the Third-Party evaluation team;
- receive the report of the Third-Party evaluation team;
- provide status updates to the Reform Implementation Committee as requested in relation to the Third-Party evaluation; and
- provide the Reform Implementation Committee with the third-party evaluation team report as well as a workplan containing any recommendations on reformed based on the evaluation and advice as to whether and when future complementary departmental evaluations to support ISC reform should be undertaken.

(2) Interim Recommendations

In its role to support the independent third-party evaluation, the EAC may draw on existing evidence and its collective expertise to provide interim recommendations to the Reform Implementation Committee on the following:

1. Current practices and work supporting the ISC Indigenous Cultural Competency Learning Policy and providing advice on cultural competency/humility materials, courses, and activities, including on the design and roll out of a survey and metrics to assess cultural competency/humility in the Department and on how this information from this process could be shared with other Departments.
2. Other relevant departmental trainings currently in use or in development for ISC staff working on programs related to child and family well-being.
3. The performance commitments for all ISC's Executives that speak to their obligations in complying with CHRT orders which have been in effect since 2018.
4. General staff performance measures and incentive programs.
5. Other reforms as directed by the Reform Implementation Committee.

All interim recommendations of the EAC are to be submitted to the Reform Implementation Committee on or before delivery of the EAC's work plan.

(3) Information and Presentations to Support EAC Recommendations

In order to inform and provide meaningful recommendations to the Reform Implementation Committee, the EAC may request information based on existing evidence and presentations on matters relating to the reform of ISC, within the confines of its mandate and ISC's obligations regarding confidential, privileged, private, and protected information.

Part III: Appointment Provisions

(1) Appointment Mechanism

The membership of the EAC was decided jointly by the parties to the AIP with the aim of representing areas of expertise relating to First Nations child and family services; childhood and intergenerational trauma and Indigenous health; Government of Canada expertise; Indigenous law; Indigenous culture and heritage; Indigenous history in Canada; participatory and culturally sensitive evaluation; Indigenous research and ways of knowing; and the Indigenous youth perspective.

The Deputy Minister of ISC is charged with making appointments to the EAC based on the recommendations made by the parties to the AIP.

(2) Number of Members

The EAC will at all times consist of a minimum of 8 and a maximum of 12 members.

(3) Tenure of EAC and of Members

EAC members will serve on the EAC until its mandate is fulfilled pursuant to the Final Settlement Agreement, as of the delivery of the work plan to the Reform Implementation Committee, subject to the resignation and termination provisions below.

(4) Resignation

In the event that a situation arises that causes a member to be unable to perform their duties, the member shall resign by submitting a letter of resignation to the Deputy Minister of ISC and the EAC Co-Chairs and terminate their contract in accordance with the terms of their contract. Members will provide a 14-day notice of their intent to resign and the letter should state the effective date of resignation.

(5) Termination

The Reform Implementation Committee may terminate an EAC member's membership and make a recommendation for a replacement to the Co-chairs who will ask the Deputy Minister of ISC to appoint.

Part IV: Meetings

(1) EAC Meetings

There will be regular meetings of the EAC, further to the following:

(a) Frequency

Two in-person EAC meetings will be planned each year. In-person attendance at the in-person meetings is optional and videoconference and teleconference capabilities will remain available for those unable to travel.

Additionally, no fewer than two virtual meetings shall be planned each year. When deemed necessary and approved by the Co-Chairs, additional meetings may be scheduled, as required, to discuss emerging issues.

The ISC Secretariat shall consult with the EAC members in scheduling EAC meetings.

The EAC members may caucus in-camera during the course of EAC meetings.

(b) Designation of the Chair

EAC Meetings will be co-chaired by a representative of each of the AFN and ISC.

(b) Quorum and attendance

One half of the EAC's membership, plus one, constitutes quorum. COO and NAN will attend meetings as ex-officio members.

The ISC Secretariat will attend all meetings, take meeting minutes and forward minutes and agendas to EAC members in advance of scheduled meetings.

The EAC may invite outside experts to present on a particular subject within their expertise to support the work of the EAC further to its mandate.

ISC departmental staff may be invited to participate in meetings as required based on knowledge area. EAC members will be notified in advance of additional ISC departmental staff participating in meetings.

Members may not delegate their meeting attendance to others.

(d) Agenda

EAC Meetings should include clear agenda items, carry forwards, and timelines that are agreed upon by the Co-Chairs.

The Co-Chairs will determine in advance of any meeting whether outside meeting facilitation is necessary.

(e) Schedule for EAC Meetings

In September of each year, the Co-Chairs will agree on a schedule of meetings in the coming year to advance the mandate of the EAC. The schedule will be reviewed and updated each May, or from time to time, at the discretion of the Co-Chairs.

(f) Subcommittees

Should an occasion arise and be deemed necessary by the EAC, the Co-Chairs may approve the striking of a sub-committee.

Subcommittees are comprised of EAC members, and there must be a minimum of three on a subcommittee. Subcommittees shall meet as an independent group, reporting to the EAC on specified meeting dates, or as deemed necessary by the Co-Chairs, and will report back to the EAC on their work and discussions.

(g) Deliberations, decision making and reports

Meeting notes highlighting the key discussions and decisions will be prepared by the ISC Secretariat and circulated for review and final approval by the Co-Chairs. Meeting notes will effectively summarize the proceedings to reflect deliberations and any associated recommendations made to the Reform Implementation Committee.

The Co-Chairs will strive to reach consensus on necessary decisions. If consensus is not possible, the matter will be put to a vote of the EAC and will be considered adopted if a simple majority of members vote in favour at a duly convened meeting where there is quorum. In the event of a tie, the matter will be considered defeated.

With respect to recommendations to the Reform Implementation Committee, the EAC will strive to reach consensus. If consensus is not possible, the matter will be put to a vote and will be considered adopted if a simple majority of members vote in favour at a duly convened meeting where there is quorum. In the event of a tie, the matter will be deferred to the next meeting of the EAC for reconsideration. Should the tie persist, the matter will be considered defeated.

Where consensus is not possible, and a recommendation is made to the Reform Implementation Committee, the record of recommendations shared with the Reform Implementation Committee will reflect the diversity of opinions.

Recommendations to the Reform Implementation Committee will be non-attributable: there will be no references to comments made by individual members unless an individual member requests to be identified for the record.

(h) EAC as a product of the Final Settlement Agreement

The EAC acknowledges that its mandate is derived from the terms of the Final Settlement Agreement, which replaces all existing directions and mandates in relation to the role of the EAC. The mandate remains subject to the oversight of the Reform Implementation Committee.

Part VI: Administration

(1) Confidentiality and Security

EAC members acknowledge and respect that all documents and materials provided to them or developed by the EAC are of a confidential nature, and have agreed to execute the Confidentiality Agreement attached as **Schedule A** as a condition of their membership. In addition, members will be required to adhere to guidelines concerning the protection of information and safe-guarding of assets per the Treasury Board Secretariat.

(2) Media and communications

Media and communications will be handled by the Reform Implementation Committee. This would include any external announcement or communication, media or public enquiries. Should members of the EAC receive media or public inquiries directly, related to the work of the EAC, they will respect the confidentiality obligations as noted in the Confidentiality Agreement and will consult with the Reform Implementation Committee regarding the inquiry and their capacity to respond.

(3) Disclosure of Information and Conflict of Interest

While recognizing the importance of the EAC members' experience and knowledge, Co-Chairs and members shall organize their affairs and their participation on the EAC to avoid any real, apparent or potential conflict of interest. Should a member feel that a real or perceived conflict of interest is present when discussing certain topics, they will make that known to the Co-Chairs who will decide whether it is appropriate that the member declaring a conflict shall recuse themselves from the meeting during those discussions. Should a member feel that a real or perceived conflict of interest is present with another EAC member, the concern will be brought to the Co-Chairs for decision.

All EAC members are required to avoid any inappropriate sharing or disclosure of information, and avoid using membership on the EAC in a way that could give rise to a real, perceived or potential conflict of interest. As such, all members are expected to commit to the principles of confidentiality, further to the terms of the Confidentiality Agreement.

(4) Remuneration

Each EAC member will be paid a per diem of \$1500 for each day they carry out work within these Terms of Reference. Each scheduled meeting is estimated to require approximately 1 day of work for preparation, feedback, and to prepare any required submissions to the meeting. A member will be remunerated at the per diem rate for each day they attend the meeting.

(5) Basis for payment

ISC will reimburse an EAC member with convenience cheques until a separate sole source contract is in place for that member. The contracts will be for a minimum of three years.

(6) Travel Expenses

Any travel costs associated with the work of the EAC will be reimbursed based on the Federal Government [National Joint Council Travel Directive](#) "employee" provisions, except for Part V, which pertains to emergencies, illnesses, injuries and death while in travel status. Travel expenses that are properly incurred will be reimbursed in accordance with the rates and allowances specified in Appendices B, C and D of the National Joint Council Travel Directive upon submission of a duly completed travel claim. All travel must be pre-approved by ISC.

Part VII: The ISC Secretariat

Officials employed in the Evaluation Branch of ISC will carry out the secretariat function to the EAC (called the "ISC Secretariat"). They will carry out tasks such as organizing meetings and preparing agendas; drafting meeting notes with a format that tracks identified next steps, timelines, and records the proposed recommendations to the Reform Implementation Committee; establishing contracts with members; ensuring members receive their remuneration.

The ISC Secretariat will carry out other administrative tasks to ensure the proper operation of the EAC. The ISC Secretariat may also be called upon by the EAC to complete *ad hoc* tasks in support of the EAC's mandate, as appropriate. ISC may consult the Reform Implementation Committee in the event that the EAC has made a request of the ISC Secretariat that it feels is unreasonable or beyond the mandate of the EAC.

Part VIII: Terms of Reference May Be Extended

Where, in the future, further entities or mechanisms are established by the Reform Implementation Committee further to paragraph 218 of the Final Settlement Agreement, the authority, mandate, jurisdiction and functions of such further entities or mechanisms shall prevail over and displace any similar or duplicative authorities, mandates, jurisdictions, and functions of the EAC that are set out by these Terms of Reference, and these Terms of Reference shall be interpreted in accordance with such prevalence and/or displacement.

SCHEDULE A
CONFIDENTIALITY AGREEMENT:
MEMBERS AND ATTENDEES OF THE EXPERT ADVISORY COMMITTEE

WHEREAS the Assembly of First Nations, Chiefs of Ontario, Nishnawbe Aski Nation and Canada (the “Parties”) entered into a settlement agreement that resolves all outstanding issues in the *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada* File No. T1340/7008 proceedings related to the reform of the FNCFS Program, resulting in the Final Settlement Agreement on the Long-Term Reform of the FNCFS Program dated XX, 2024, and the related consent order, XX;

AND WHEREAS the Parties to the Final Settlement Agreement on the Long-term Reform of the FNCFS Program require Members of the EAC (“**Members**”) and non-Member attendees at EAC meetings (“**Attendees**”) to preserve the confidentiality of the information which is disclosed to them for the purposes of fulfilling the EAC’s mandate and wish to set out in this agreement the rights obligations, and sanctions with respect to the disclosure and use of their confidential information (this “**Confidentiality Agreement**”);

NOW THEREFORE, the below signatories hereby agree as follows:

1. This Confidentiality Agreement reflects the requirements of the Parties to the Final Settlement Agreement on the Long-term Reform of the FNCFS Program and the ongoing commitments of Members and Attendees to confidentiality.
2. The content of the discussions of the EAC or information shared during its meetings, including but not limited to any proposals, documents and/or suggestions, shall be kept confidential.
3. Members and Attendees shall not share any information or content obtained during meetings of the EAC or related discussions with the public, third parties, or the media. Without limiting the generality of this provision, this includes the dissemination of information by way of live streaming, social media, electronic means, or by way of the physical sharing of documents.
4. Members and Attendees are permitted to share information with their political leaders, officials, and technical staff to the extent necessary to assist in the reform of Indigenous Services Canada. These additional political leaders, officials, and technical staff are to be made aware of, execute, and to abide by the provisions of this Confidentiality Agreement.
5. Members and Attendees are free to publicly share their own aspirational views on the reform of Indigenous Services Canada, provided that nothing is shared in relation to the discussions, meetings or other interactions of the EAC.

6. Members and Attendees shall promptly return any information provided to them in the context of their role as a Member or Attendee upon request of the Parties, upon their replacement, or upon the termination of their participation.
7. Members and Attendees shall keep all information or documents in their control and possession secure, accept full responsibility for the confidentiality of the information and take every reasonable step to prevent unauthorized persons from examining and/or copying this information.
8. The terms of this Confidentiality Agreement survive the resignation or termination of each Member's membership and each Attendees' participation.

By executing this Agreement, the signatory represents their ongoing commitment to confidentiality and that any infringement by them of these provisions may be grounds for legal action. They further understand and accept the ongoing responsibilities and commitments set out above relating to confidential and/or settlement privileged information.

Signatories:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Appendix 8: Reform Implementation Committee Terms of Reference

1. Establishment, Purpose, and Term

- 1.1 The Reform Implementation Committee (the “**Committee**”) is established, as described in the Final Settlement Agreement on Long-Term Reform of the First Nations Child and Family Services Program (the “**FSA**”).
- 1.2 The Committee shall oversee and monitor the implementation of the Reformed First Nations Child and Family Services (“**FNCFS**”) Program.
- 1.3 The term of the Committee will be the same duration as the term of the FSA.
- 1.4 Capitalized terms used herein but not defined shall have the meaning ascribed to such term in the FSA.

2. Recommending Power

- 2.1 The Committee is the sole entity charged by the FSA with making recommendations to Canada in regard to the Reformed FNCFS Program.
- 2.2 The Committee can make recommendations in relation to the implementation of the Reformed FNCFS Program, as provided for in the FSA.
- 2.3 The Committee will receive input, recommendations, and/or observations from the Parties to the FSA (the “**Parties**”), the following entities listed below, and any successors or additional entities constituted and/or endorsed by the Parties:
 - (a) Expert Advisory Committee;
 - (b) NAN-Canada Remoteness Quotient Table;
 - (c) NARC-Canada Remoteness Table;
 - (d) National Secretariat;
 - (e) Systemic Review Committee; and
 - (f) Technical Advisory Committee.

3. Membership

- 3.1 The Committee shall consist of twelve (12) members (each, a “**Member**”). Each Party shall appoint three Members to the Committee.
- 3.2 A Member may be removed at any time by (a) the Party which appointed said member; or (b) a super majority of the Members of the Committee present at a meeting duly convened for such purposes. A super majority consists of no less than 75% of those present at the meeting, with any fractional number being rounded up to the next whole number. Only the Party that appointed the removed Member shall appoint a replacement member.

- 3.3 There is no limit on the length of time for which a Member may serve on the Committee, subject to a Member being removed pursuant to paragraph 3.2.
- 3.4 Each Member will execute the confidentiality agreement appended to these Terms of Reference as **Schedule A** prior to being appointed as a Member.

Chair of the Committee

- 3.5 The Committee shall have one (1) Chair (the “**Chair**”) with additional responsibilities in organizing the affairs of the Committee. The responsibilities of the Chair are described in 6.3.
- 3.6 The term of the Chair shall be for one (1) year.
- 3.7 The Chair shall be an AFN Member and shall be one (1) of the AFN’s three (3) Members permitted to be appointed pursuant to paragraph 3.1, and shall be appointed as follows:
- (a) The first Chair shall be determined by the Members present at the first meeting of the Committee; and
 - (b) subsequent AFN Chairs shall be determined by the Committee at least one (1) month prior to the expiry of the active Chair’s term.

4. Meetings

- 4.1 The Committee shall meet monthly, either in-person or virtually, unless the Committee determines that more or less frequent meetings are required.
- 4.2 The Administrative Team (defined below) shall provide notice to all Members regarding the date, time, and location of a Committee meeting at least two (2) weeks prior to such meeting. The notice period may be shortened to address circumstances which require less notice, as determined by the Chair.
- 4.3 Where possible, the Chair shall be responsible for ensuring that meeting materials are provided to all Members at least one (1) week prior to the scheduled meeting to which the materials are relevant. Meeting records and other materials that result from a Committee meeting shall be provided to all Members within two (2) weeks following the meeting.
- 4.4 A quorum at a Committee meeting shall be seven (7) Members.
- 4.5 Decisions by the Members shall be made by consensus. If consensus is not possible, decisions will be put to a vote and will be considered adopted if a simple majority of members vote in favour at a duly convened meeting where there is quorum. In the event of a tie, decisions will be deferred to the next subsequent meeting of the Committee for reconsideration. Should the tie persist, the matter will be considered defeated.
- 4.6 A decision made by the Committee does not necessarily reflect the view of any one Member or Party.

4.7 At the request of any Party, non-Members may attend meetings subject to the following terms:

- (a) the attendance of non-Members at meetings is subject to approval by a decision of the Committee;
- (b) non-Members approved to attend Committee meetings pursuant to (a) may participate in discussions when called upon by the Chair; however, they are not entitled to a vote and cannot participate in the decision-making process of the Members described in 4.5;
- (c) non-Members approved to attend Committee meetings pursuant to (a) will attend at their own expense; and
- (d) prior to attending a Committee meeting, non-Members shall execute the confidentiality agreement appended to these Terms of Reference as **Schedule A**.

5. Administrative Team

5.1 An administrative team consisting of employees of Indigenous Services Canada (the "**Administrative Team**") shall be established to support the operation of the Committee and the Chair in conducting the affairs of the Committee.

6. Responsibilities

6.1 The responsibilities of the Committee include:

- (a) Overseeing and monitoring the implementation of the Reformed FNCFS Funding Approach and recommending adjustments to the Reformed FNCFS Program to Canada as provided for in the FSA;
- (b) Advising on the selection of and supporting the work of the Program Assessment Organization;
- (c) Receiving and reviewing Program Assessment Reports from the Program Assessment Organization, preparing its Program Assessment Opinions and executive summaries, and providing its Program Assessment Opinions and executive summaries to the Parties and the public;
- (d) Advising on the development of guidance documents to support FNCFS Service Providers in seeking capital funding;
- (e) Overseeing the Expert Advisory Committee and reviewing its work plan and providing recommendations in respect thereof;
- (f) Appointing an independent monitor responsible for monitoring Canada's implementation of the accepted recommendations from (e) and the efficacy of the reforms;
- (g) Receiving reports from ISC on discussions with respect to the reform of federal-provincial and federal-Yukon agreements and discussing possible solutions in the event that Canada fails to reach agreement with a province or Yukon on governance and accountability provisions within a federal- provincial or federal-Yukon agreement, except in relation to the reform of the 1965 Agreement in Ontario;

- (h) Receiving reports from the National Secretariat in relation to the implementation and efficacy of the Reformed FNCFS Program;
- (i) Receiving reports from the NAN-Canada Remoteness Quotient Table and NARC-Canada Remoteness Table;
- (j) Receiving reports from ISC on the compliance of FNCFS Agencies with their funding agreements, including compliance with child and community wellbeing plans;
- (k) Establishing a Systemic Review Committee as a subcommittee and establishing its terms of reference;
- (l) Receiving advice from the Systemic Review Committee of any trends of concern it finds and recommendations to address and remedy any of its findings;
- (m) Establishing a Technical Advisory Committee as a subcommittee and establishing its terms of reference;
- (n) Receiving technical advice from the Technical Advisory Committee on implementation of the Reformed FNCFS Program; and
- (o) Publishing an annual report on the progress of the implementation of this Final Settlement Agreement to be made available to the public, which will be provided in advance to the Parties prior to being released to the public.

6.2 The responsibilities of the Members include:

- (a) making all reasonable efforts to attend meetings of the Committee. In the event that a member is unable to attend a meeting, they must advise the Chair of such;
- (b) acting in accordance with these Terms of Reference and other applicable protocols and guidance of the Committee;
- (c) in the event of a personal conflict of interest, to disclose such conflict to the Committee and to recuse themselves from any discussion, decision, debate, or vote on any matter in respect of which they would be in such a personal conflict of interest; and
- (d) participating in the activities of the Committee and its decision-making.

6.3 The responsibilities of the Chair include:

- (a) the responsibilities of members as outlined in paragraph 6.2;
- (b) developing the meeting agenda in consultation with the Committee and presiding over meetings;
- (c) ensuring that the Terms of Reference and other applicable protocols and guidance of the Committee are respected;
- (d) ensuring that meetings are carried out effectively, including by encouraging participation from all members, and that all relevant matters are addressed; and
- (e) liaising with the Administrative Team to ensure that meetings are adequately supported.

6.4 The administrative Team's responsibilities include:

- (a) preparing and distributing meeting materials and records before and after meetings;
- (b) maintaining a repository of Committee documents including meeting records, presentations, and reports;
- (c) providing logistical and administrative support to the Chair and Members; and
- (d) providing other support as determined by the Chair or the Committee.

6.5 In addition to the Systemic Review Committee and the Technical Advisory Committee, the Committee may form one or more sub-committees as it deems necessary to carry out its responsibilities.

7. Other Matters

7.1 These Terms of Reference complement the provisions of the FSA on the mandate, membership and other aspects of the Committee. If there is a conflict between these Terms of Reference and the FSA, the FSA shall prevail.

7.2 Additional operational protocols or guidance may be developed by the Committee, as appropriate. If there is a conflict between an additional protocol or guidance and these Terms of Reference, the Terms of Reference shall prevail.

7.3 The Terms of Reference may be amended at any time on the unanimous agreement of the Parties.

SCHEDULE A

CONFIDENTIALITY AGREEMENT:

MEMBERS AND ATTENDEES OF THE REFORM IMPLEMENTATION COMMITTEE

WHEREAS the Assembly of First Nations, Chiefs of Ontario, Nishnawbe Aski Nation, and Canada (the “Parties”) entered into a settlement agreement that resolves all outstanding issues in the *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada* File No. T1340/7008 proceedings related to the reform of the FNCFS Program, resulting in the Final Agreement on the Long-Term Reform of the FNCFS Program dated XX, and the related order, XX;

AND WHEREAS the Parties to the Final Settlement Agreement on the Long-term Reform of the FNCFS Program require Members of the Reform Implementation Committee and non-Member attendees at Reform Implementation Committee meetings (“**Members and Attendees**”) to preserve the confidentiality of the information which is disclosed to them for the purposes of fulfilling the Reform Implementation Committee’s mandate and wish to set out in this agreement the rights, obligations, and sanctions with respect to the disclosure and use of their confidential information (this “**Confidentiality Agreement**”);

NOW THEREFORE, the below signatories hereby agree as follows:

9. This Confidentiality Agreement reflects the requirements of the Parties to the Final Settlement Agreement on the Long-term Reform of the FNCFS Program and the ongoing commitments of Members and Attendees to confidentiality.
10. The content of the discussions of the Reform Implementation Committee or information shared during its meetings, including but not limited to any proposals, documents, and/or suggestions, shall be kept confidential.
11. Members and Attendees shall not share any information or content obtained during meetings of the Reform Implementation Committee or related discussions with the public, third parties, or the media. Without limiting the generality of this provision, this includes the dissemination of information by way of live streaming, social media, electronic means, or by way of the physical sharing of documents.
12. Members are permitted to share information with the political leaders, officials, technical staff, advisors, and counsel of the Party that appointed them, and such other persons as agreed upon by the Committee, to the extent necessary to fulfill the mandate of the Reform Implementation Committee. These additional people must be made aware of and agree to abide by the provisions of this Confidentiality Agreement.
13. Members and Attendees are free to publicly share their own aspirational views on the long-term reform of the FNCFS Program, provided that nothing is shared in relation to the discussions, meetings, decisions, or other interactions of the Reform Implementation Committee.

14. Members and Attendees shall promptly return any information provided to them in the context of their role as a Member or attendee upon request of the Parties, upon their replacement, or upon the termination of their participation.

15. Members and Attendees shall keep all information or documents in their control and possession secure, accept full responsibility for the confidentiality of the information, and take every reasonable step to prevent unauthorized persons from examining and/or copying this information.

16. The terms of this Confidentiality Agreement survive the termination of each Member's membership and each attendee's participation.

By executing this Agreement, the signatory represents their ongoing commitment to confidentiality and that any infringement by them of these provisions may be grounds for legal action. They further understand and accept their ongoing responsibilities and commitments set out above relating to confidential information.

Signatories:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Appendix 9: Articles of Incorporation and Bylaws for the National Secretariat

Canada Not-for-profit Corporations Act (NFP Act)

Form 4001 - Articles of Incorporation

1.a Corporate name

National First Nations Child and Family Services Secretariat

2. The province or territory in Canada where the registered office is situated

Ontario

3. Minimum and maximum number of directors (for a fixed number, indicate the same number in both boxes)

Minimum number 3

Maximum number 6

4. Statement of the purpose of the corporation

The purpose of the Corporation is as follows:

1. procuring an existing organization with child and family service and/or data collection expertise from each region to act as a Regional Secretariat and concluding the necessary bilateral agreements;
2. developing and disseminating best practice guidelines, tools for child and family services, and other operational supports;
3. ensuring a consistent standard for engagement and messaging from the Regional Secretariats to First Nations Child and Family Service Providers;
4. coordinating regional efforts to uphold the integrity of service quality and promote the Corporation's strategic goals;
5. supporting Regional Secretariats should circumstances arise which impact their ability to promote best practice programming;
6. working collaboratively with the Remoteness Secretariat;
7. establishing data related priorities for the purposes of its data collection efforts and analysis;
8. acting as the central hub for all data activities and responsibility for implementing measures to facilitate its receipt of data;
9. synthesizing regional and other relevant data to develop recommendations in relation to the implementation and efficacy of the Reformed First Nations Child and Family Services Program, as well as evidence-based practices which will inform and refine best practices programming and supports;
10. overseeing the overall performance of Regional Secretariats;
11. reporting findings, concerns, and/or recommendations to the Reform Implementation Committee, established under the Final Settlement Agreement on Long-term Reform of the First Nations Child and Family Services Program, in relation to the implementation and efficacy of the Reformed First Nations Child and Family Services Program; and

12. carrying out all other activities related to or necessary to support the foregoing purposes.

5. Restrictions on the activities that the corporation may carry on, if any

The Corporation shall be carried on without the purpose of gain for its Members and any profits or other accretions to the Corporation shall be used in promoting its purposes. For greater certainty:

- (a) The Corporation may deal with any type of property.
- (b) The Corporation may deal with property acquired by any means.
- (c) The Corporation may dispose of acquired property.

6. The classes, or regional or other groups, of members that the corporation is authorized to establish

The Corporation is authorized to establish one class of members. Each member shall be entitled to receive notice of, attend, and vote at all meetings of the members of the Corporation.

7. Statement regarding the distribution of property remaining on liquidation

Any property remaining on liquidation of the Corporation, after discharge of all liabilities, shall be distributed to a First Nations organization or other qualified donee(s) as defined under the *Income Tax Act (Canada)*, as determined by the Board of Directors in office at the time of dissolution.

8. Additional provisions, if any

Membership in the Corporation shall be available to the corporations acting as the following organizations: the Assembly of First Nations, Chiefs of Ontario, and *Nishnawbe Aski Nation*.

9. Declaration

I hereby certify that I am an incorporator of the Corporation.

Certification

BY-LAW NO. 1

THE NATIONAL FIRST NATIONS CHILD AND FAMILY SERVICES SECRETARIAT

TABLE OF CONTENTS

Article 1 DEFINITIONS	1
1.1 Definitions.....	1
1.2 Interpretation.....	2
Article 2 GENERAL.....	3
2.1 Registered Office	3
2.2 Financial Year.....	3
2.3 Books and Records.....	3
Article 3 MEMBERS.....	3
3.1 Membership.....	3
3.2 Transferability and Termination of Membership.....	3
3.3 Dues	3
Article 4 MEMBERS' MEETINGS.....	3
4.1 Annual Meetings of Members.....	3
4.2 Special Meetings of Members.....	4
4.3 Calling of Meetings	4
4.4 Notice of Members' Meetings.....	4
4.5 Waiver of Notice.....	5
4.6 Chairing Meetings.....	5
4.7 Persons Entitled to be Present.....	5
4.8 Quorum.....	5
4.9 Voting	5
4.10 Votes to Govern.....	5
4.11 Voting By Show of Hands	5
4.12 Ballot.....	6
4.13 Absentee Voting.....	6
4.14 Attending by Teleconference, Videoconference and Other Electronic Means	6
4.15 Voting While Participating Electronically	6
4.16 Casting Vote	7
4.17 Written Resolution in Lieu of Meeting.....	7
Article 5 DIRECTORS.....	7
5.1 Authority and Responsibility.....	7
5.2 Number of Directors.....	7
5.3 Qualifications	7

5.4	Election and Term.....	7
5.5	Consent to Serve	8
5.6	Vacation of Office.....	8
5.7	Vacancies	8
5.8	Committees.....	Error! Bookmark not defined.
Article 6	DIRECTORS' MEETINGS.....	8
6.1	Place of Meetings	8
6.2	Calling of Meetings	8
6.3	Number of Meetings.....	8
6.4	Regular Meetings.....	9
6.5	Notice of Directors' Meetings	9
6.6	Content of Notice	9
6.7	Meetings without Notice.....	9
6.8	Attending by Teleconference, Videoconference and Other Electronic Means	9
6.9	Voting While Participating Electronically	10
6.10	Chairing Meetings.....	10
6.11	Quorum.....	10
6.12	Written Resolution in Lieu of Meeting.....	10
6.13	Voting	10
6.14	Casting Vote	10
6.15	Persons Entitled to be Present.....	10
6.16	Rules of Order	11
Article 7	OFFICERS.....	11
7.1	Appointment.....	11
7.2	Duties of Officers	11
7.3	Variations of Powers and Duties	12
7.4	Term of Office	12
7.5	Agents and Attorneys.....	12
Article 8	PROTECTION OF DIRECTORS AND OFFICERS.....	13
8.1	Limitation of Liability.....	13
8.2	Indemnity	13
8.3	Advance of Costs.....	14
8.4	Insurance	14
8.5	Indemnities Not Limiting.....	14
Article 9	DISCLOSURE OF INTEREST.....	14

9.1	Disclosure of Interest	14
9.2	Time of Disclosure for Director.....	Error! Bookmark not defined.
9.3	Time of Disclosure for Officer.....	Error! Bookmark not defined.
9.4	Time of Disclosure for Director or Officer	Error! Bookmark not defined.
9.5	Voting	Error! Bookmark not defined.
9.6	Continuing Disclosure	Error! Bookmark not defined.
9.7	Access to Disclosures.....	Error! Bookmark not defined.
9.8	Avoidance Standards.....	Error! Bookmark not defined.
Article 10	EXECUTION OF DOCUMENTS, BANKING AND BORROWING.....	14
10.1	Signatories.....	14
10.2	Facsimile Signatures.....	15
10.3	Banking.....	15
10.4	Board Delegation	15
Article 11	NOTICE	15
11.1	Procedure for Sending Notices	15
11.2	Undelivered Notices.....	15
11.3	Computation of Time.....	16
11.4	Waiver of Notice.....	16
11.5	Error or Omission in Notice	16
11.6	Certification re: Delivery.....	16
Article 12	PUBLIC ACCOUNTANT.....	16
12.1	Public Accountant.....	16
12.2	Qualification	16
12.3	Remuneration	17
Article 13	ANNUAL FINANCIAL STATEMENTS	17
13.1	Statutory Requirements	17
Article 14	BY-LAWS.....	17
14.1	By-laws, Amendment or Repeal.....	17
14.2	Effect of Repeal of By-laws	17
14.3	Enactment.....	17

BY-LAW NUMBER 1

A by-law relating generally to the transaction of the affairs of The National First Nations Child and Family Services Secretariat

ARTICLE 1 DEFINITIONS

1.1 Definitions

In this by-law and in all other by-laws of the Corporation hereafter passed, unless the context otherwise requires:

- (a) **“Act”** means the *Canada Not-for-profit Corporations Act*, S.C. 2009, c. C-23 including the regulations made pursuant thereto, and any statute or regulations that may be substituted therefor, as amended from time to time;
- (b) **“Annual Financial Statements”** means the comparative financial statements of the Corporation, as prescribed by the Act, the report of the Public Accountant, if any, and any further information respecting the financial position of the Corporation and the results of its operations required by the Articles or the By-laws;
- (c) **“Annual Meeting”** means an annual meeting of the Members of the nature described in Section 4.1;
- (d) **“Annual Organizational Meeting”** means the first meeting of the Board held immediately following each Annual Meeting;
- (e) **“Articles”** means the articles of incorporation of the Corporation and any articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of the Corporation from time to time in force and effect;
- (f) **“Board”** means the board of directors of the Corporation;
- (g) **“By-laws”** means this by-law and all other by-laws of the Corporation from time to time in force and effect;
- (h) **“Chair”** means the chair of the Board, as described in section 7.2(a);
- (i) **“Committee”** means a committee established by the Board pursuant to Section 5.11 or, where the context permits, a subcommittee of such committee;
- (j) **“Corporation”** means **“The National First Nations Child and Family Services Secretariat”**, a corporation incorporated as a corporation without share capital under the Act;
- (k) **“Director”** means a director of the Corporation;

- (l) **"Incapable"** has the meaning given to such term under the Act;
- (m) **"Members"** means the members of the Corporation, comprised of the corporations acting as the Assembly of First Nations, Chiefs of Ontario, and Nishnawbe Aski Nation;
- (n) **"meeting of Members"** means a meeting of Members and includes an Annual Meeting or Special Meeting;
- (o) **"Officer"** means an officer of the Corporation;
- (p) **"Ordinary Resolution"** means a resolution passed by a majority of the votes cast on that resolution;
- (q) **"persons"** includes individuals, sole proprietorships, partnerships, associations, organizations, trusts, firms, and corporations;
- (r) **"Public Accountant"** means the person from time to time appointed pursuant to Section 12.1;
- (s) **"Secretary"** means the secretary of the Corporation as described in section 7.2(c);
- (t) **"Settlement Agreement"** means the Final Settlement Agreement on Long-Term Reform of the First Nations Child and Family Services Program dated XX, 2024;
- (u) **"Special Meeting"** means a meeting of Members other than an Annual Meeting;
- (v) **"Special Resolution"** means a resolution passed by a majority of not less than two-thirds of the votes cast on that resolution;
- (w) **"Specified Number of Directors"** has the meaning ascribed thereto in Section 5.2.
- (x) **"Vice-Chair"** means the vice-chair of the Corporation, as described in section 7.2(b).

1.2 Interpretation

In the By-laws, unless the context otherwise requires, words importing the singular number shall include the plural number, as the case may be, and *vice versa*. The pronouns "they, them, and their" shall denote all genders. The division of this By-law into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise provided, each reference to an Article or a Section is to the corresponding article or section hereof. Whenever the words **"include"**, **"includes"**, or **"including"** are used in this By-law and in all other By-laws hereafter passed, unless the context otherwise requires, such words shall be deemed in each instance to be followed by the words "without limitation."

ARTICLE 2 GENERAL

2.1 Registered Office

Until changed in accordance with the Act, the registered office of the Corporation shall be in the Province of Ontario.

2.2 Financial Year

Unless otherwise approved by the Board, the financial year of the Corporation shall end on the 31st day of December in each year.

2.3 Books and Records

The Board shall see that all necessary books and records of the Corporation required by the By-laws or by any applicable statute or law are regularly and properly kept.

ARTICLE 3 MEMBERS

3.1 Membership

The Members of the Corporation shall be comprised of the corporations operating as the Assembly of First Nations, Chiefs of Ontario, and Nishnawbe Aski Nation, as required by the Settlement Agreement at Part X.

3.2 Transferability and Termination of Membership

Membership is solely transferable in the context of a re-organization of a member, and/or to a successor corporation.

Membership in the Corporation may be terminated where a Member resigns by delivering a written resignation to the Chair, in which case such resignation shall be effective on the date specified in the resignation. In such circumstances, the Member may be replaced by the remaining Members.

3.3 Dues

There shall be no dues or fees payable by the Members.

ARTICLE 4 MEMBERS' MEETINGS

4.1 Annual Meetings of Members

An Annual Meeting shall be held not later than 18 months after the incorporation of the Corporation, and thereafter, not later than 15 months after the holding of the preceding Annual Meeting but no later than six (6) months after the end of the Corporation's preceding financial year, at such place within or outside Canada, if permitted by the Articles, on such day and at such time as the Board may determine. At every Annual Meeting, in addition to any other business that may be transacted:

- (a) the Annual Financial Statements for the preceding financial year shall be presented;
- (b) vacancies on the Board shall be filled;
- (c) the Public Accountant for the ensuing year shall be appointed; and
- (d) the remuneration of the Public Accountant shall be fixed, or provision shall be made for such remuneration to be fixed by the Board, as contemplated by Section 12.3.

A copy of the Annual Financial Statements shall be sent to the Director appointed by the Minister to exercise the powers of the Director under the Act at least 21 days before the date fixed for the Annual Meeting.

4.2 Special Meetings of Members

A Special Meeting may be held from time to time as required to address matters that are appropriate to come before the Members, as determined by the Members, the Board, or by the application of the Act, the Articles, or the By-laws. Such meetings shall be held at such place within or outside Canada on such day and at such time as the Members may determine, in consultation with the Board should the Board request same.

4.3 Calling of Meetings

Any Member shall have power to call, at any time, a meeting of Members.

4.4 Notice of Members' Meetings

- (a) Written notice of the time and place of all meetings of Members shall be given to each Director, the Public Accountant, and each Member entitled to vote at such meetings and whose name is entered in the register of Members at the close of business on the record date for notice (which shall be 21 to 60 days before the date of the meeting) or, if no record date for notice is fixed, at the close of business on the day preceding the day on which notice is given.
- (b) For the purpose of this Section 4.4, notice shall be given as follows:
 - (i) by mail, courier, or personal delivery to each person entitled to attend such meeting, during a period of 21 to 60 days before the day on which the meeting is to be held; or
 - (ii) by telephonic, electronic, or other communication facility to each person entitled to attend such meeting, during a period of 21 to 35 days before the day on which the meeting is to be held; provided that a Member may request that the notice be given to such Member by non-electronic means.
- (c) Notice of a meeting of Members shall state the nature of the business to be transacted thereat in sufficient detail to permit a Member to form a reasoned

judgment thereon and shall state the text of any Special Resolution to be submitted to the meeting.

4.5 Waiver of Notice

Any person who is entitled to notice of a meeting of Members may waive notice either before or after the meeting, and attendance of the person at the meeting is a waiver of notice of the meeting, unless the person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

4.6 Chairing Meetings

The annual Member's meeting, and all Member meetings, special or otherwise, shall be chaired by the Chair. If no such officer is present within 15 minutes from the time fixed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be the chair of the meeting.

4.7 Persons Entitled to be Present

The only persons entitled to attend meetings of Members shall be the Members, the Directors, the Officers, the Public Accountant, and any other persons who are entitled or required under any provision of the Act or the Articles or By-laws to be present at the meeting. Any other persons may be admitted only on the invitation of the chair of the meeting or with the consent of the Members entitled to vote thereat. For greater certainty, only Members will have the right to speak at such meetings although others present at such meetings in accordance with the Act or the Articles or the By-laws shall be allowed to speak with the consent of the chair of the meeting or by Ordinary Resolution of the Members.

4.8 Quorum

A majority of Members present in person or by proxy shall constitute a quorum at any meeting of Members. No business shall be transacted at any meeting of Members unless a quorum is present.

4.9 Voting

Each Member having the right to vote on a question shall be entitled to one vote on such question.

4.10 Votes to Govern

At any meeting of Members, every question shall, unless otherwise required by the Act, the Articles, or the By-laws, be determined by the majority of the votes of Members duly cast on the question.

4.11 Voting By Show of Hands

Every question at a meeting of Members shall be decided in the first instance by a show of hands unless prior to or following a show of hands, the chair of the meeting

determines, or a majority of Members present and entitled to vote thereat resolve, to vote on the matter by ballot, in which case Section 4.12 shall apply. Whenever a vote by show of hands or a ballot in accordance with Section 4.12 shall have been held upon a question, a declaration by the chair of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be *prima facie* evidence of the fact without proof of the number or proportion of votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the results of the vote so taken shall be the decision of Members upon the said question.

4.12 Ballot

If a ballot is required or demanded, the ballot shall be held in such manner as the chair of the meeting shall direct. A demand for a ballot may be withdrawn at any time prior to the holding of the ballot.

4.13 Absentee Voting

Subject to compliance with the Act, in addition to voting in person in accordance with Sections 4.11 and 4.12, the following shall apply:

(a) Mailed-in Ballot

A Member may, if the written notice of the applicable meeting of Members so permits, vote by mailed-in ballot, if the Corporation makes such means of voting available.

A Member participating in the meeting by any of the foregoing means set out in Sections 4.13(a) is deemed for the purposes of the By-laws and the Act to be present at the meeting.

4.14 Attending by Teleconference, Videoconference and Other Electronic Means

If the notice of meeting of the Members so permits, any person entitled to attend a meeting of the Members may participate in such meeting by teleconference, videoconference, or any other electronic means that permit all participants to communicate adequately with each other during the meeting if the Corporation makes such means available. A Member so participating in a meeting is deemed for the purposes of the By-laws and the Act to be present at the meeting.

4.15 Voting While Participating Electronically

A Member participating in the meeting by any of the means set out in Section 4.14 may vote, and that vote may be held by teleconference, videoconference, or any other electronic means that the Corporation has made available for that purpose. A Member so participating in a meeting shall be provided with an opportunity to vote on all questions put before the Members in a manner that:

(a) permits their subsequent verification; and

- (b) permits the tallied votes to be presented to the Corporation without it being possible for the Corporation to identify how the Member voted.

4.16 Casting Vote

In the case of an equality of votes on any question presented to the Members, the question shall be deemed to be decided in the negative. For greater certainty, neither the Chair nor the chair of the meeting shall have a second or casting vote.

4.17 Written Resolution in Lieu of Meeting

Subject to the provisions of the Act, a resolution in writing signed by all of the Members entitled to vote on that resolution at a meeting of Members is as valid as if it had been passed at a meeting of Members. Resolutions in writing may be signed in counterpart and satisfy all the requirements of this By-law relating to meetings of Members.

ARTICLE 5 DIRECTORS

5.1 Authority and Responsibility

Subject to the Act, the Articles and the By-laws, the Board shall manage or supervise the management of the activities and affairs of the Corporation.

5.2 Number of Directors

Pursuant to the Articles, the number of Directors shall be six (6) and is referred to as the "Specified Number of Directors". Each Member will appoint two (2) Directors.

5.3 Qualifications

In order to serve as a Director, an individual must:

- (a) be 18 years of age or older;
- (b) not be Incapable; and
- (c) not have the status of bankrupt.

The Directors are to reflect expertise in the field of child and family services, data collection and analysis, or organizational management, further to Part X of the Settlement Agreement.

5.4 Election and Term

At the first meeting of the Members following incorporation, each Director shall be elected to hold office on an indefinite basis. Subject to the Articles and the By-laws, the Members shall consider the ongoing term of the Directors at each Annual Meeting.

5.5 Consent to Serve

An individual who is elected to hold office as a Director is not a Director, and is deemed not to have been elected to hold office as a Director, unless:

- (a) the individual was present at the meeting when the election took place and did not refuse to hold office as a Director; or
- (b) the individual was not present at the meeting when the election took place and:
 - (i) consented to hold office as a Director in writing before the election or within ten (10) days after the day on which the election took place; or
 - (ii) has acted as a Director after the election.

5.6 Vacation of Office

The office of a Director shall automatically be vacated when such Director:

- (a) withdraws from the office or is no longer able to serve for any reason;
- (b) is removed by the Members by way of an Ordinary Resolution; or
- (c) ceases to meet the qualifications for being a Director set out in Section 5.3.

5.7 Vacancies

The vacancies on the Board shall be filled by the Members, ensuring that each Member maintains two (2) appointees.

ARTICLE 6 DIRECTORS' MEETINGS

6.1 Place of Meetings

Except as otherwise required herein or by law, the Board may hold its meetings at any place within Canada (or if the Board determines that it is in the best interests of the Corporation, at any place outside Canada) as it may from time to time determine.

6.2 Calling of Meetings

Board meetings may be formally called by the Chair, the Secretary, or by any two Directors.

6.3 Number of Meetings

There shall be a minimum of one meeting of the Board per year or such greater number of meetings as is determined, from time to time, by the Board.

6.4 Regular Meetings

The Board may, by resolution, establish the date, time, and place of regular meetings of the Board (“**Regularly Scheduled Meetings**”). A copy of such resolution or a list of such dates, time, and places shall be sent to each Director immediately following the passage of such resolution. With the exception of meetings at which the matters referred to in Section 6.6 are to be discussed, thereafter no other notice in respect of a Regularly Scheduled Meeting will be required to be sent.

6.5 Notice of Directors’ Meetings

Subject to the provisions of Section 6.4, notice of meetings of the Board shall be given by telephone, fax, e-mail, or other means of recorded electronic communication to each Director not less than two days before the meeting is to take place or shall be sent by mail or pre-paid delivery to each Director not less than ten (10) days before the meeting is to take place.

6.6 Content of Notice

A notice of the meeting of the Board need not specify the purpose of or the business to be transacted at the meeting, except that a notice of a meeting of Directors shall provide notice of any matter referred to in subsection 138(2) of the Act that is to be dealt with at the meeting.

6.7 Meetings without Notice

A meeting of the Board may be held at any time and place without notice if all Directors who are present, and all those who are not present, either before or after the meeting, waive notice thereof, and the attendance of a Director at a meeting of Directors is a waiver of notice of the meeting, except if the Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. No notice is required to be given in order to conduct business at each Annual Organizational Meeting, provided that a quorum is present, except if notice is required to be given because a matter referred to in subsection 138(2) of the Act is to be dealt with at the meeting.

6.8 Attending by Teleconference, Videoconference and Other Electronic Means

If all of the Directors present at or participating in the meeting consent, any Director may attend a meeting of the Board by teleconference, videoconference, and other electronic means as permit all persons participating in the meeting to communicate adequately with each other during the meeting, and a Director participating in the meeting by those means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the Board and of the Committee held while a Director holds office.

6.9 Voting While Participating Electronically

A Director participating in the meeting by any of the means set out in Section 6.8 may vote, and that vote may be held by teleconference, videoconference, or any other electronic means that the Corporation has made available for that purpose.

6.10 Chairing Meetings

The Chair (or, in the Chair's absence, the Vice-Chair) shall be the chair at all meetings of the Directors. If no such Officer is present within 15 minutes from the time fixed for holding the meeting, the Directors present and entitled to vote shall choose one of their number to be the chair of the meeting.

6.11 Quorum

The presence of a majority of the Specified Number of Directors shall be necessary to constitute a quorum for the transaction of business at meetings of the Board. No business shall be transacted at any meeting of the Board unless a quorum is present.

6.12 Written Resolution in Lieu of Meeting

A resolution in writing signed by all Directors entitled to vote on that resolution at a meeting of the Directors, is as valid as if it had been passed at a meeting of the Directors.

6.13 Voting

Subject to the Act, the Articles, and the By-laws, any question arising at any meeting of the Board shall be decided by a majority of votes. Each Director (including for greater certainty, the chair of the meeting) is entitled to exercise one vote. All votes at any such meeting shall be taken by show of hands in the usual manner of assent or dissent. Whenever a vote by show of hands shall be taken upon a question, a declaration by the chair of the meeting that a resolution has been carried and an entry to that effect in the minutes shall be admissible in evidence as *prima facie* proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution, and the result of the vote so taken shall be the decision of the Board upon the said question.

6.14 Casting Vote

In the case of an equality of votes at any Board meeting, the chair of the meeting shall not have a second or casting vote and the question shall be deemed to be decided in the negative.

6.15 Persons Entitled to be Present

The only persons entitled to attend meetings of the Directors shall be the Directors and others who are entitled or required under any provision of the Act, the Articles, or the By-laws to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or with the consent of the meeting. Only the Directors will have the right to speak at such meetings although others duly

present at such meetings shall be allowed to speak with the consent of the Chair or by majority vote of the Directors present.

6.16 Rules of Order

The Board shall be entitled to adopt, from time to time, such rules of order as it deems appropriate to govern the conduct of each Board meeting; provided that, in the event of a conflict between such rules of order and one or more provisions of the Act, the Articles or the By-laws, the provisions of the Act, the Articles, or the By-laws shall prevail.

ARTICLE 7 OFFICERS

7.1 Appointment

The Directors shall appoint from time to time, a Chair, a Vice-Chair, and a Secretary, each of whom shall be a Director. In addition, the Board may appoint from time to time, such other Officers as the Directors may determine, including one or more assistants to any of the Officers so appointed. Except as otherwise provided herein or determined by the Board, an Officer may but need not be a Director and one person may hold more than one office.

7.2 Duties of Officers

Subject to the provisions of the Act, the offices of the Corporation, if designated and if Officers are appointed thereto, shall have the following duties and powers associated therewith:

- (a) **Chair** - The Chair, when present, shall preside at all meetings of Members and the Board and shall sign all contracts, documents, or instruments in writing which require the Chair's signature and shall possess and may exercise such powers and shall perform such other duties as may from time to time be assigned to the Chair by the Board.
- (b) **Vice-Chair** - The Vice-Chair shall be vested with and may exercise all of the powers and perform all of the duties of the Chair where the Chair is absent or unable or unwilling to act. The Vice-Chair shall also perform other duties as are determined by the Board from time to time.
- (c) **Secretary** - The Secretary shall attend all meetings of the Members and the Board except where the chair of the meeting determines that it is inappropriate for the Secretary to attend due to the nature of the matter being discussed, provided that at all such meetings not attended by the Secretary, an individual in attendance at the meeting shall be appointed to fulfil the duties of the Secretary at such meeting as are hereinafter described. The Secretary shall record all proceedings and prepare minutes of all proceedings in the books kept for that purpose. The Secretary shall give or cause to be given all notices required to be given to the Members, Directors, the Public Accountant, and members of Committees. The Secretary shall sign such documents, contracts, or instruments in writing as require the Secretary's signature and

shall perform such other duties as may from time to time be determined by the Board or as are incidental to the office of the Secretary.

- (d) **Treasurer** - The Treasurer shall keep or cause to be kept full and accurate accounts of all receipts and disbursements of the Corporation in proper books of account. The Treasurer shall deposit or cause to be deposited all money or other valuable effects in the name and to the credit of the Corporation in the bank or banks from time to time designated by the Board and shall disburse or cause to be disbursed funds of the Corporation under the direction of the Board or in compliance with its policies. The Treasurer shall render to the Board, whenever required, an account of all financial transactions of the Corporation and of the financial position of the Corporation and shall cooperate with the Public Accountant during any audit of the accounts of the Corporation and perform any other duties prescribed by the Board.
- (e) **Other Officers** - The powers and duties of all other Officers appointed by the Board shall be such as the terms of their engagement call for or the Board prescribes.
- (f) **Assistants** - The Board may appoint an assistant to any Officer to assist such Officer in the discharge of that Officer's duties and powers, and any of the duties and powers of an Officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board of Directors otherwise directs.

7.3 Variations of Powers and Duties

The Board may, from time to time, and subject to the provisions of the Act, vary, add to, or limit the powers and duties of any Officer.

7.4 Term of Office

- (a) Officers who are Directors shall be appointed at an Annual Organizational Meeting and shall serve until the conclusion of the first Annual Organizational Meeting next following their appointment as an Officer or until such Officer: (i) resigns by delivering a written resignation to the Chair or the Secretary, which resignation shall be effective at the time it is received by the Chair or the Secretary, or at the time specified in the resignation, whichever is later; (ii) is removed by the Board; or (iii) ceases to be a Director, whichever first occurs.
- (b) Officers who are not Directors shall hold office until such Officer's successor is appointed, or until such Officer's earlier resignation or removal.
- (c) The Board, in its discretion, may remove any Officer, without prejudice to such Officer's rights under any employment contract or at law.

7.5 Agents and Attorneys

The Corporation, by or under the authority of the Board, shall have power from time to time to appoint agents or attorneys for the Corporation in or outside Canada with

such powers (including the power to sub-delegate) of management, administration, or otherwise as may be thought fit.

ARTICLE 8 PROTECTION OF DIRECTORS AND OFFICERS

8.1 Limitation of Liability

Every Director and Officer in exercising his powers and discharging their duties shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances. Subject thereto, no Director or Officer shall be liable for the acts, receipts, neglects, or defaults of any other Director or Officer or other individual acting in a similar capacity, or for joining in any receipt or other act for conformity, or for any loss, damage, or expense to the Corporation arising from the insufficiency or deficiency of title to any property acquired by or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation are invested, or for any loss, damage, or expense arising from the bankruptcy, insolvency, act or omission of any person, firm, or corporation with whom or which any monies, securities, or other property of the Corporation are lodged or deposited, or for any loss, damage, or expense occasioned by any error of judgment or oversight on such Director's, Officer's, or other individual's part, or for any other loss, damage, or expense related to the performance or non-performance of the duties of their respective office or in relation thereto unless the same shall happen by or through their own wrongful and wilful act or through their own wrongful or wilful neglect or default.

8.2 Indemnity

Subject to the limitations contained in the Act, but without limiting the right of the Corporation to indemnify any individual under the Act or otherwise to the full extent permitted by law, the Corporation shall, from time to time and at all times, indemnify each Director or Officer or former Director or Officer (and each such Director's, Officer's or other individual's respective heirs, executors, administrators, or other legal personal representatives and their estate and effects), or another individual who acts or acted at the Corporation's request as a Director or an Officer or in a similar capacity of another entity), against all costs, charges, and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative, or other proceeding in which the individual is involved because of that association with the Corporation or other entity, provided that the individual to be indemnified:

- (a) acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the best interests of the other entity for which the individual acted as Director or Officer or in a similar capacity at the Corporation's request; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, had reasonable grounds for believing that the individual's conduct was lawful.

8.3 Advance of Costs

The Corporation may advance money to a Director, an Officer or other individual for the costs, charges, and expenses relating to a proceeding referred to in Section 8.2. The individual shall repay the money if the individual does not fulfil the conditions of Sections 8.2(a) and (b).

8.4 Insurance

The Corporation shall purchase and maintain insurance for the benefit of an individual referred to in Section 8.2 against any liability incurred by the individual in the individual's capacity as a Director or an Officer, or in the individual's capacity as a director or an officer, or in a similar capacity, of another entity, if the individual acts or acted in that capacity at the Corporation's request.

8.5 Indemnities Not Limiting

The provisions of this Article 8 shall be in addition to and not in substitution for or limitation of any rights, immunities, and protections to which an individual is otherwise entitled.

ARTICLE 9 DISCLOSURE OF INTEREST

9.1 Disclosure of Interest

A Director or an Officer shall disclose to the Corporation, in writing or by requesting to have it entered into the minutes of meetings of the Directors or of Committees, the nature and extent of any interest that the Director or Officer has in the material contract or material transaction, whether made or proposed, with the Corporation, in accordance with the manner and timing provided in section 141 of the Act.

ARTICLE 10 EXECUTION OF DOCUMENTS, BANKING AND BORROWING

10.1 Signatories

Except for documents executed in the usual and ordinary course of the Corporation's business, which may be signed by the Chair, the following are the only persons authorized to sign any document on behalf of the Corporation:

- (a) any two Directors or any one Officer with any one Director, provided that no individual shall execute, acknowledge or verify any instrument in more than one capacity; or
- (b) any individual or individuals appointed by Ordinary Resolution of the Board to sign a specific document or specific type of document or generally on behalf of the Corporation.

Any document so signed may, but need not, have the corporate seal applied, if there is one.

10.2 Facsimile Signatures

The signatures of any person authorized to sign on behalf of the Corporation, may, if specifically authorized by resolution of the Board, be written, printed, stamped, engraved, lithographed, or otherwise mechanically reproduced. Anything so signed shall be as valid as if it had been signed manually, even if that person has ceased to hold office when anything so signed is issued or delivered, until revoked by resolution of the Board.

10.3 Banking

The banking business of the Corporation shall be transacted with such banks, trust companies, or other firms or corporations carrying on a banking business in Canada, or elsewhere as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions, and delegations of power as the Board may, from time to time, prescribe or authorize.

10.4 Board Delegation

From time to time the Board may authorize any Director, Officer, or Committee, to make arrangements with reference to the monies borrowed or to be borrowed as aforesaid and as to the terms and conditions of the loan thereof, and as to the security to be given therefor, with power to vary or modify such arrangements, terms, and conditions and to give such additional security for any monies borrowed or remaining due by the Corporation as the Board may authorize, and generally to manage, transact, and settle the borrowing of money by the Corporation.

ARTICLE 11 NOTICE

11.1 Procedure for Sending Notices

Any notice (which term includes any communication or document) to be given sent, delivered, or served pursuant to the Act, the By-laws, or otherwise, to a Member, Director, or Public Accountant shall be sufficiently given if sent to the principal address of the applicable person as last shown in the Corporation's records. A notice so delivered shall be deemed to have been received when it is delivered. A notice so mailed shall be deemed to have been received on the fifth day after mailing (excluding each day during which there exists any general interruption of postal services due to strike, lockout, or other cause). A notice sent by means of electronic, transmitted, or recorded communication shall be deemed to have been received when so sent. The Chair may change or cause to be changed the recorded address of any Member, Director, or Public Accountant in accordance with the information believed by them to be reliable.

11.2 Undelivered Notices

If any notice given to a Member pursuant to Section 11.1 is returned on two consecutive occasions because such Member cannot be found, the Corporation shall

not be required to give any further notice to such Member until such Member informs the Corporation in writing of such Member's new address.

11.3 Computation of Time

In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving the notice shall be excluded and the day of the meeting or other event shall be included.

11.4 Waiver of Notice

Any Member, Director, member of a Committee, or Public Accountant may waive any notice required to be given to such person under any provision of the Act, the By-laws, or otherwise, and such waiver, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in giving such notice.

11.5 Error or Omission in Notice

No error or omission in giving notice of any meeting or adjourned meeting of Members, Directors or Committee to any Member, Director, member of any Committee, or the Public Accountant, no non-receipt of the notice by any such person where the Corporation has provided notice in accordance with the By-laws, and no error in any notice not affecting its substance, shall invalidate any meeting to which the notice pertained or otherwise founded on such notice or make void any resolutions passed or proceedings taken thereat, and any Member or Director may ratify, approve, and confirm any or all proceedings taken thereat.

11.6 Certification re: Delivery

The statutory declaration of the Secretary or the Chair or of any other person authorized to give notice of a meeting that notice has been given pursuant to this By-law shall be sufficient and conclusive evidence of the giving of such notice.

ARTICLE 12 PUBLIC ACCOUNTANT

12.1 Public Accountant

The Members shall, by Ordinary Resolution, at each Annual Meeting appoint a Public Accountant to hold office until the next Annual Meeting, and if an appointment is not so made, the Public Accountant in office will continue in office until a successor is appointed. The Directors may, if a quorum of the Directors is then in office, fill any vacancy in the office of Public Accountant arising between Annual Meetings.

12.2 Qualification

The person or firm appointed as a Public Accountant shall not be a Director, an Officer, or an employee of the Corporation, or a business partner or employee of any such person, but shall: (a) be a member in good standing of an institute or association of accountants incorporated by or under an Act of the legislature of a province of

Canada; (b) meet any qualifications under an enactment of a province for performing any duty that the person is required to perform under the relevant sections of the Act; and (c) be independent, within the meaning of the Act, of the Corporation, its affiliates, the Directors and Officers, and the directors and officers of the affiliates.

12.3 Remuneration

The remuneration of the Public Accountant shall be fixed by Ordinary Resolution of the Members or, by the Board if it is authorized to do so by the Members. The remuneration of a Public Accountant appointed by the Board shall be fixed by the Board.

ARTICLE 13 ANNUAL FINANCIAL STATEMENTS

13.1 Statutory Requirements

The Corporation may, instead of sending copies or a summary of the Annual Financial Statements to the Members, notify the Members that the Annual Financial Statements are available at the registered office of the Corporation and any Member may, on request, obtain a copy free of charge at the registered office or by prepaid mail.

ARTICLE 14 BY-LAWS

14.1 By-laws, Amendment or Repeal

Unless the Act, the Articles or the By-laws otherwise provide, the Directors may, by resolution, make, amend, or repeal any By-law and any such By-law or amendment or repeal shall be effective when approved by the Board. If the By-law amendment or repeal is so confirmed, or confirmed as amended, by the Members entitled to vote thereon, it remains effective in the form in which it was confirmed. The By-law amendment or repeal ceases to have effect if it is not submitted by the Directors to the Members at or before the next Annual or Special Meeting or if it is so presented but rejected by the Members entitled to vote thereon. If a By-law, amendment, or repeal ceases to have effect, a subsequent resolution of the Directors that has substantially the same purpose or effect is not effective until it is confirmed, or confirmed as amended, by the Members entitled to vote thereon.

14.2 Effect of Repeal of By-laws

The repeal of any By-law in whole or part shall not in any way affect the validity of any act done or right, privilege, obligation, or liability acquired or incurred thereunder prior to such repeal.

14.3 Enactment- This By-law No. 1 shall come into force and effect upon its execution by the Chair following its confirmation by the Members.

MADE by the Board on the _____ day of _____, 2024.

Chair

CONFIRMED by the Members pursuant to a resolution on the _____ day of _____, 2024.

Chair

Appendix 10: First Nations Child and Family Services Terms and Conditions

[Under development. To be inserted once completed.]

Appendix 11: Housing Allocation Example

Illustrative Example of How ISC will Calculate a First Nation's Four-Year Housing Funding Allocation

The example below illustrates how ISC will determine the amount of a First Nation's housing funding under Part X of this Final Settlement Agreement.

First Nation A's Housing Funding Allocation

Please note that First Nation A is not a real First Nation

First Nation A's Population: 2,721 (on reserve and in Yukon, as recorded in the Indian Registration System as of December 31, 2023)

First Nation A's 2021 Index of Remoteness Score (Census 2021): 0.47

First Nation A's Percentage of Population in an Overcrowded Dwelling (Community Well-Being Index 2021): 16%

Calculation: Multiply First Nation A's population by its remoteness score and its overcrowded percentage: $2,721 \times (1 + 0.47) \times (1 + 0.16) = 4,639.8$. This is First Nation A's housing score.

Total Population of First Nations Eligible for Housing Funding: 492,151 (on reserve and in Yukon, as recorded in the Indian Registration System as of December 31, 2023)

Sum of the Calculated Housing Scores of All First Nations Eligible for Housing Funding: 889,932. This is the total population of 492,151 multiplied by the respective remoteness scores and the overcrowded percentages of all First Nations eligible for housing funding.

Calculation: Divide First Nation A's housing score by the sum of the housing scores of all First Nations eligible for housing funding: $4,639.8 / 889,932 = 0.00521$

Total Housing Funding Available: \$1,790,000,000

Base Housing Funding Per First Nation: \$250,000

Number of First Nations Eligible for Housing Funding: 575

Calculations:

- From the total housing funding available, subtract the total amount required to provide base housing funding to each eligible First Nation:
 $\$1,790,000,000 - (\$250,000 \times 575) = \$1,646,250,000$.
- Multiply the remaining housing funding of \$1,646,250,000 by the ratio between First Nation A's housing score and the sum of all housing scores:
 $\$1,646,250,000 \times 0.00521 = \$8,576,963$
- Add the base housing funding to that amount: $\$8,576,963 + \$250,000 = \$8,826,963$.

In this example, First Nation A would receive \$8,826,963 in housing funding over 2024-2025 to 2028-2029.

Appendix 12: Remoteness Quotient Adjustment Factor Methodology

This appendix explains how ISC will calculate the RQAF of First Nations and FNCFS Agencies for the purpose of adjusting Reformed FNCFS Program funding to account for the increased costs of delivering child and family services in remote First Nations.

The RQAF combines features of two approaches for estimating increased costs due to remoteness – NAN's Remoteness Quotient and ISC's Cost Adjustment Factor. The Remoteness Quotient uses specific cost data from FNCFS Agencies in Ontario. The Cost Adjustment Factor uses generic shipping cost data from Canada Post and estimates of labour costs based on the National Joint Council - Isolated Post and Government Housing Directive. The RQAF aims to combine the subject- and region-specific data of the Remoteness Quotient and the Canada-wide application of the Cost Adjustment Factor.

The appropriate RQAF calculation for a First Nation depends on data quality and availability. The Remoteness Quotient's data from FNCFS Agencies serving NAN First Nations allows ISC and NAN to calculate a more accurate estimate of remoteness costs – a more accurate RQAF – with respect to child and family services for a subset of NAN First Nations (specifically, those connected by all-weather road to the main road network). The data show that, to arrive at RQAF values for those First Nations, the First Nation's Cost Adjustment Factor should be multiplied by 1.089.

The RQAF does not benefit from comparable data for other First Nations, which necessitates a more general approach for those First Nations. ISC and NAN compared estimates of remoteness costs for First Nations in Ontario using child and family services data and estimates of the same costs using the Cost Adjustment Factor. That comparison indicates that, in general and in contrast to the situation for road-connected NAN First Nations, the Cost Adjustment Factor's cost estimates are slightly too high when applied to child and family services. The data show that, to arrive at RQAF values for all First Nations except for road-connected NAN First Nations, the First Nation's Cost Adjustment Factor should be multiplied by 0.879.

The formula for the Cost Adjustment Factor is as follows:

$(0.709 * \text{a community's 2021 Index of Remoteness score}) + (0.704 * 1 \text{ if the community is not connected by road to Canada's main road network, and } 0 \text{ if the community is connected})$

The NAN-Canada Remoteness Quotient Table and the NARC-Canada Remoteness Table, with the support of the Remoteness Secretariat, may continue to develop the RQAF, including by collecting child and family services cost data from other areas of the country.

Calculation of the Reformed FNCFS Program's Remoteness Adjustment

- 1) To determine the adjustment of a First Nation's funding for remoteness, Canada shall take the following steps:
 - a. Using the Index of Remoteness based on 2021 Census data, produce a list of the 2021 Index of Remoteness scores of all First Nations eligible to receive funding under the FNCFS Program;

- b. For First Nations with a 2021 Index of Remoteness score at or above 0.40 (“Remoteness-Eligible First Nations”), determine if the First Nation is connected to Canada’s main road network by an all-weather road;
 - c. Calculate the RQAF of each Remoteness-Eligible First Nation by the formula:
 - i. if the First Nation is a member of NAN and is connected by all-weather road to Canada’s main road network: $(0.709 * \text{the First Nation’s 2021 Index of Remoteness score}) * 1.089$; or
 - ii. if the First Nation is any other First Nation: $[(0.709 * \text{the First Nation’s 2021 Index of Remoteness score}) + (0.704 * 1 \text{ if the First Nation is not connected by all-weather road to Canada’s main road network, and } 0 \text{ if the First Nation is connected})] * 0.879$, and
 - d. Multiply the Remoteness-Eligible First Nation’s RQAF by its funding for prevention, First Nations Representative Services, information technology, results, emergency, household supports, and post-majority support services.
- 2) To determine the adjustment of an FNCFS Agency’s funding for remoteness, Canada shall take the following steps:
- a. Calculate the population-weighted average RQAF of all First Nations affiliated with the FNCFS Agency, assigning an RQAF of 0 where an affiliated First Nation’s 2021 Index of Remoteness score is less than 0.40; and
 - b. Multiply (a) by the FNCFS Agency’s funding for prevention and emergency.

Illustrative Examples of the RQAF Calculation

The table below illustrates the calculation of the RQAF for four fictional First Nations and for a fictional FNCFS Agency affiliated with those four First Nations.

	Population	2021 Index of Remoteness	Road Connected	NAN First Nation	Calculation	RQAF
First Nation A	500	0.55	Yes	Yes	$(0.709 * 0.55) * 1.089$	42%
First Nation B	1,000	0.67	No	No	$[(0.709 * 0.67) + (0.704 * 1)] * 0.879$	104%
First Nation C	2,000	0.45	Yes	No	$(0.709 * 0.45) * 0.879$	28%
First Nation D	1,200	0.28	Yes	No	N/A	0%
FNCFS Agency X	4,700 (total of First Nation population)	N/A	N/A	N/A	$43\% * (500/4,700) + 104\% * (1,000/4,700) + 28\% * (2,000/4,700) + 0\% * (1,200/4,700)$	39%

TAB 6

This is Exhibit "F" referred to in the
Affidavit of Grand Chief Alvin Fiddler sworn
before me, on this 7th day of March 2025.



A Commissioner for taking affidavits, etc.
Asha James
LSO # 56817K

CONSTITUTION
NATIONAL ASSEMBLY OF REMOTE COMMUNITIES

PREAMBLE:

We, the members of the National Assembly of Remote Communities, HEREBY RESOLVE THAT:

Further to the Mission Statement executed in November of 2021 and appended hereto, the members of the National Assembly of Remote Communities, in the spirit of a united voice on issues impacting remote Indigenous communities in Canada, hereby unite under an assembly of common interest.

The National Assembly of Remote Communities exists to serve as the advocacy voice for communities represented by its members, specifically in relation to issues of remoteness, including the increased costs of delivering social services in remote Indigenous communities.

The National Assembly of Remote Communities shall participate in the NARC-Canada Remoteness Table, as described in Part VII(A) of the Agreement-in-Principle on Long Term Reform of the First Nations Child and Family Services Program and Jordan's Principle, dated December 31, 2021 ("Agreement-in-Principle").

The National Assembly of Remote Communities may undertake other activities and participate in other initiatives to address issues of remoteness, as determined by the members from time to time.

The National Assembly of Remote Communities shall operate as a not-for-profit association until such time as it is dissolved and/or becomes an incorporated not-for-profit corporation.

THEREFORE, WE HEREBY MAKE, ENACT, and GIVE TO OURSELVES the following Constitution:

1.0 PURPOSE:

The purpose of this Constitution is to create a framework agreement that binds and guides members of the National Assembly of Remote Communities (hereinafter sometimes referred to as "NARC").

2.0 GOVERNANCE:

This Constitution and its provisions shall have binding force on all members of NARC. By-laws (including regulations and policies) shall be enacted under this Constitution in accordance with the provisions of this Constitution. The first By-law(s) shall be duly enacted at or after the first Annual General Meeting of NARC Members ("AGM") to be held on or before April 1, 2022.

2.1

NARC shall not be governed by non-members, nor shall any other persons take control of the governance of NARC or its administration or committees, except in accordance with the provisions of this Constitution. If any By-law, resolution, action, inaction or other instrument of NARC is inconsistent with this Constitution, this Constitution shall prevail unless the inconsistency can be justified or is required by

applicable law including Indigenous law and/or the laws of any Province to which a member is subject and/or the laws of Canada.

2.2

Unless the authority for any By-law, resolution, action, inaction, or other instrument of NARC can be traced to this Constitution and the powers herein, the same shall be null and void unless it is required by applicable law including Indigenous law and/or the laws of any Province to which a member is subject and/or the laws of Canada.

2.3

Nothing in this Constitution or any By-Law, resolution, action, inaction, or other instrument made under this Constitution diminishes in any way inherent and treaty rights or other existing legal rights and obligations of any member of the National Assembly of Remote Communities or of any First Nation that any member of the National Assembly of Remote Communities represents.

2.4

The name of the association shall be the "National Assembly of Remote Communities" or "NARC". The fiscal year of NARC shall be April 1 to March 31.

2.5

This Constitution may be cited as the "Constitution of the National Assembly of Remote Communities" or the "Constitution of NARC".

2.6

This Constitution shall come into force effective April 1, 2022.

3.0 AIMS AND OBJECTIVES

NARC shall serve as a collective advocacy body to address issues of remoteness that impact remote Indigenous communities in Canada, creating a common voice at the national level.

3.1

The Agreement-in-Principle recognizes the unique challenges and increased costs of delivering child and family services in remote communities. The Agreement-in-Principle provides for the establishment of a NARC-Canada Remoteness Table and a dedicated Remoteness Secretariat to develop a First Nations-sighted evidence-based statistical model to address, at the national level, the increased costs associated with remoteness. NARC shall participate in the NARC-Canada Remoteness Table for that purpose.

3.2

NARC shall consider undertaking other activities and participating in similar or other initiatives to address the increased costs associated with remoteness of delivering other social services, including but not limited to health, education, justice, and community safety in remote Indigenous communities across Canada.

4.0 MEMBERSHIP

The membership of NARC is made up of the following First Nation Political Territorial Organizations who are also signatories to the NARC Mission Statement:

Nishnawbe Aski Nation;
Northwest Territories Assembly of First Nations;
Federation of Sovereign Indigenous Nations;
Alberta Assembly of First Nations; and
Manitoba Keewatinowi Okimakanak.

4.1

Membership in NARC shall be available only to Indigenous organizations who have an interest in achieving NARC's mission and purpose. Further criteria for membership and a process to admit members into the association shall be discussed at the first AGM as defined in this Constitution and set out in a By-law enacted at or after that meeting.

4.2

Each member shall be entitled to receive notice of, attend, and vote at all General Meetings of NARC Members. Voting procedures for such meetings shall be set out in the By-laws.

4.3

Termination, discipline, and removal of members may be considered at the first and any subsequent General Meeting of NARC Members, and in any event, provisions for same shall be set out in the By-laws.

5.0 BOARD OF DIRECTORS

There shall be a Board of Directors that governs the affairs of the National Assembly of Remote Communities in accordance with the Constitution and By-Laws. The Board of Directors shall be the regulatory, oversight, and advisory body of NARC and shall consist only of members of NARC.

5.1

The constituting members of NARC shall be the members of the first Board of Directors. The first Board of Directors shall be chaired by two (2) Interim Co-Chairs. Both Interim Co-Chairs shall be members of the first Board of Directors selected by the first Board of Directors at the first meeting of the Board.

5.2

Administrative matters and organizational aspects of Board function including but not limited to composition, roles, quorum, notice of meetings, election procedures, and voting shall be discussed at the first AGM as defined in this Constitution and set out in a By-law enacted at or after that meeting.

6.0 AMENDMENT OF THE CONSTITUTION AND BY-LAWS

No changes or amendments shall be made to this Constitution unless there is consensus among the constituting members and not less than two thirds (2/3) of the membership.

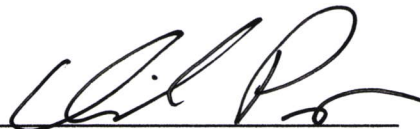
6.1

The By-laws of the association may be amended from time to time and as required, as set out in the By-laws, and shall be reviewed by the members at least once annually to ensure that they remain consistent with the objectives and requirements of NARC over time.

HEREBY ENACTED by the members of the National Assembly of Remote Communities on this 2nd day of June, 2022.



Deputy Grand Chief Bobby Narcisse
Nishnawbe Aski Nation
NARC Co-Chair



Vice-Chief David Pratt
Federation of Sovereign Indigenous Nations
NARC Co-Chair

TAB 7

This is Exhibit "G" referred to in the
Affidavit of Grand Chief Alvin Fiddler sworn
before me, on this 7th day of March 2025.



A Commissioner for taking affidavits, etc.
Asha James
LSO # 56817K



Department of Justice
Canada

Ministère de la Justice
Canada

Civil Litigation Section
National Litigation Sector
50 O'Connor Street, Suite 500
Ottawa, ON K1A 0H8

Section du contentieux civil
Secteur national du contentieux
50, rue O'Connor, bureau 500
Ottawa (ON) K1A 0H8

Telephone/Téléphone:
Fax /Télécopieur:
Email/Courriel: Paul.Vickery@justice.gc.ca

Confidential and Settlement Privileged

Via Email

December 23, 2024

Maggie Wente, Jessie Sterling and Ashley Ash
Olthuis Kleer Townshend LLP
800 – 250 University Avenue
TORONTO ON M5H 3E5

Julian Falconer, Meaghan Daniels and Shelby Percival
Falconers LLP
204 – 10 Alcorn Avenue
TORONTO ON M4V 3A9

Dear Counsel:

Re: Ontario-Specific Approach to the Long-Term Reform of the First Nations Child and Family Services Program

As noted by Minister Hajdu to Ontario Regional Chief Benedict and Grand Chief Fiddler, Canada is in a position to negotiate an agreement on reform of the First Nations Child and Family Services (FNCFS) Program with the Chiefs of Ontario (COO) and Nishnawbe Aski Nation (NAN). The purpose of this letter is to lay out parameters of Canada's negotiation mandate.

The agreement will contain a reformed FNCFS funding approach based on the Reformed FNCFS Funding Approach in the Final Agreement. It will provide Ontario's proportion of the amounts referred to in the Final Agreement for capital and housing. Canada will commit to the provisions in the unsigned Trilateral Agreement with regard to pursuing reform of the *1965 Canada-Ontario Memorandum of Agreement Respecting Welfare Programs for Indians*.

Certain sections of the Final Agreement will need to be adjusted, such as the sections pertaining to governance, program assessments and the dispute resolution tribunal. As the agreement will be specific to Ontario, it will not include funding for the National Assembly of Remote Communities as this was contemplated to be a national body under the Final Agreement that was rejected by the First Nations-in-Assembly. The Remoteness Adjustment

Canada

Funding provided in the Final Agreement will be included in an agreement with COO and NAN.

As indicated in the aforementioned Trilateral Agreement, access to funding for First Nation Representative Services off-reserve through Jordan's Principle will remain available as a bridge measure until March 31, 2027, but will not be included in the agreement on long-term reform of the FNCFS Program in Ontario. Canada remains committed to seeking provincial funding for First Nation Representative Services off-reserve from the Government of Ontario.

If an agreement is reached and ratified by your respective Assemblies, Canada, COO and NAN would jointly file a motion as quickly as possible to seek the end of the Canadian Human Rights Tribunal's jurisdiction over the FNCFS Program in Ontario. The agreement and the funding provided under it would not come into effect until that jurisdiction had ended. COO and NAN's agreement to sustained support for the agreement both publicly and in litigation would be essential to achieving this goal.

We are available to answer any questions on Canada's mandate and to discuss how to organize the negotiations for rapid progress the week of December 30th, and Canada's negotiating team is able to meet in person beginning on January 7, 2025.

Sincerely,



Paul Vickery
Legal Agent and Counsel

TAB 8

This is Exhibit "H" referred to in the
Affidavit of Grand Chief Alvin Fiddler sworn
before me, on this 7th day of March 2025.



A Commissioner for taking affidavits, etc.
Asha James
LSO # 56817K



Nishnawbe Aski Nation
ᐱᐣᓂᓃᐱᐣ ᐱᓃᓃ ᐱᓃᓃᐱᐣ



December 27, 2024

Sent By Email

Greetings Chiefs in Ontario,

Re: **Long Term Reform of the First Nations Child and Family Services (FNCFS) Program – Settlement Agreement**

We are writing today with an important and exciting update on the implementation of the Chiefs of Ontario mandate set out in Chiefs-in-Assembly Resolution 24/28S: *Exploring a Final Agreement on the Long-term Reform of the First Nations Child and Family Services Program in Ontario* passed on November 21, 2024.

On December 23, 2024, Minister Hajdu confirmed to us that Canada has a mandate to negotiate a regional final agreement with Chiefs of Ontario (COO) and Nishnawbe Aski Nation (NAN) that will settle the Canadian Human Rights Tribunal litigation in Ontario for First Nations Child and Family Services by securing 10-year funding for First Nations and the FNCFS Agencies that serve our communities.

Consistent with the vision of the proposed Final Agreement that the COO and NAN Chiefs-in-Assembly each endorsed via Resolution in fall 2024, we intend to negotiate an agreement that puts First Nations' decision-making and jurisdiction at the forefront and allows First Nations to choose who delivers prevention services to children and families. We will ensure this agreement secures the funding committed to First Nations and FNCFS agencies in the proposed Final Agreement already endorsed by COO and NAN leadership. Importantly, remoteness funding that is tied to the true cost of delivering programs and services will continue to be a crucial aspect of a regional agreement.

As before, we will continue to advocate for increased funding for prevention services and other services for children and families off-reserve with both Canada and Ontario. We also intend to secure funding for Band Representative services off-reserve until at least March 31, 2027, when a new approach for funding those services will follow negotiations for a reformed *1965 Canada-Ontario Memorandum of Agreement Respecting Welfare Programs for Indians* between Canada and Ontario.

As you all know, the road ahead may be bumpy. This government is facing many threats, and we will need to persevere and to act quickly to reach an agreement that we can recommend to the Chiefs for ratification. We assure you that we will work toward the earliest possible resolution of this matter before an election is called. It is important to note that any proposed

agreement will be subject to ratification - with NAN and COO each bringing a proposed agreement to leadership for approval, as committed to in Resolution 24/28S.

We know you will have many questions for us. We will convene an online meeting for all leadership the week of January 6, 2025, to update you and answer any questions you may have. We both remain available to speak with you individually as well. This development could not have happened without the support and strong advocacy of the leadership of Ontario and our commitment is to keep you updated as we pursue this agreement.

We wish you, your families and communities a peaceful and happy holiday season.

In Unity,

Niawen



Ontario Regional Chief Abram Benedict
Chiefs of Ontario

Miigwetch.



Grand Chief Alvin Fidler
Nishnawbe Aski Nation

TAB 9

This is Exhibit "I" referred to in the
Affidavit of Grand Chief Alvin Fiddler sworn
before me, on this 7th day of March 2025.



A Commissioner for taking affidavits, etc.
Asha James
LSO # 56817K

**TRILATERAL AGREEMENT
IN RESPECT OF REFORMING THE 1965 AGREEMENT**

among

HIS MAJESTY THE KING IN RIGHT OF CANADA

As represented by the Minister of Indigenous Services

(hereinafter “Canada”)

and

CHIEFS OF ONTARIO

(hereinafter “COO”)

and

NISHNAWBE ASKI NATION

(hereinafter “NAN”)

RECITALS

WHEREAS, in 1965, Canada and the Government of Ontario entered into *The Memorandum of Agreement Respecting Welfare Programs for Indians* pursuant to which Canada agreed to reimburse the Government of Ontario for a percentage of the costs of certain provincial social services for First Nations people residing on reserve in Ontario;

AND WHEREAS, in 2016 CHRT 2, the Canadian Human Rights Tribunal found that the 1965 Agreement resulted in discrimination in the provision of child and family services to First Nations people residing on reserve and ordered Canada to cease its discriminatory practices and reform *The Memorandum of Agreement Respecting Welfare Programs for Indians* to reflect the findings in that decision;

AND WHEREAS Canada, COO and NAN have determined that it is desirable to enter into discussions with the Government of Ontario on comprehensive reform of *The Memorandum of Agreement Respecting Welfare Programs for Indians*;

NOW THEREFORE, in consideration of the mutual agreements, covenants, and undertakings set out herein, the Parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.01 Definitions

- (1) The following definitions apply to this Trilateral Agreement:
 - (a) **“1965 Agreement”** means *The Memorandum of Agreement Respecting Welfare Programs for Indians entered into between Ontario and Canada*, as amended. For clarity, this definition of the 1965 Agreement and any commitments made under this Trilateral Agreement in relation to the 1965 Agreement do not include the *Administrative Arrangement Pursuant to the Canada-Ontario 1965 Agreement between Canada and Ontario*, as amended, renamed, or replaced.
 - (b) **“Days”** means calendar days.
 - (c) **“Effective Date”** means the date on which this Trilateral Agreement is effective, as set out in paragraph 5(1) of this Trilateral Agreement.
 - (d) **“Final Agreement”** means the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario.
 - (e) **“First Nation”** means a “band” as defined in subsection 2(1) of the *Indian Act*, RSC, 1985, C I-5, as amended, and located in Ontario.

- (f) **“First Nation Representative Services”** (sometimes referred to as Band Representative Services) means the services delivered by a First Nation Representative, which are advocates for First Nations in matters relating to the delivery of services to their citizens by a child welfare agency.
- (g) **“Fiscal Year”** means Canada’s fiscal year, being a 12-month period beginning on April 1 of one (1) year and ending on March 31 of the following year.
- (h) **“ISC”** means Indigenous Services Canada and any successor department thereto.
- (i) **“Notice to Arbitrate”** means a written request for arbitration provided by the Party desiring arbitration to every other Party.
- (j) **“Ontario”** means the province of Ontario.
- (k) **“Parties”** means Canada, COO, and NAN.
- (l) **“Reformed 1965 Agreement”** means, as a result of the process set out in section 2.02 of this Trilateral Agreement:
 - (i) an amended 1965 Agreement, or
 - (ii) an agreement between the Government of Ontario and the Government of Canada that replaces the 1965 Agreement.
- (m) **“Trilateral Agreement”** means this trilateral agreement between Canada, COO, and NAN in respect of reforming the 1965 Agreement.

ARTICLE 2– REFORMING THE 1965 AGREEMENT

2.01 Commitment by Canada

(1) Canada will engage in preliminary discussions with COO, NAN and the Government of Ontario on comprehensive reform of the 1965 Agreement. If COO, NAN, the Government of Ontario, and Canada agree that reform of the 1965 Agreement is required, each of the Parties will engage with their respective internal processes, as necessary, to seek a mandate to support reforms to the 1965 Agreement.

2.02 Process for Reforming the 1965 Agreement

(1) COO, NAN, and Canada agree to work together as soon as reasonably practicable after the Effective Date of this Trilateral Agreement and in good faith to engage with the Government of Ontario in preliminary discussions on reforming the 1965 Agreement. These discussions will include an approach to reform which further responds to the Canadian Human Rights Tribunal’s findings in *First Nations Child and Family Caring*

Society of Canada et al. v. Attorney General of Canada (for the Minister of Indian and Northern Affairs Canada), 2016 CHRT 2 regarding the 1965 Agreement, and also addresses other updates as COO, NAN, Canada, and the Government of Ontario may agree.

(2) Canada shall not amend, replace or terminate the 1965 Agreement or enter into a Reformed 1965 Agreement without consultation with COO and NAN. For clarity, this commitment to consultation is not to be interpreted in a way that prevents fulfillment of Canada's existing legal obligations, including, if applicable, the duty to consult with First Nations pursuant to section 35 of the *Constitution Act, 1982*.

(3) Canada shall use best efforts to reach agreement on a Reformed 1965 Agreement with the Government of Ontario by March 31, 2027 and shall execute and implement a Reformed 1965 Agreement as soon as reasonably possible thereafter. For clarity, this commitment does not bind Canada in any position it may take in regard to its discussions with the Government of Ontario.

(4) In its discussions with the Government of Ontario, Canada will take the position that COO and NAN be given the opportunity to fully participate in discussions with Canada and the Government of Ontario in respect of reforming the 1965 Agreement. In the event that the Government of Ontario does not agree to COO and NAN's full participation, Canada will discuss next steps with COO and NAN prior to further discussions with the Government of Ontario. Such discussions will consider alternative proposals that could be made to the Government of Ontario for COO and NAN's direct involvement.

(5) If, during the course of preliminary discussions on reforming the 1965 Agreement, COO or NAN determine they would like to be a party to a Reformed 1965 Agreement, Canada shall support a request to that effect.

(6) If an agreement on a Reformed 1965 Agreement cannot be reached by March 31, 2027, the Parties agree to meet to discuss next steps, including consideration of alternative mechanisms for reform and/or the termination of the 1965 Agreement. Canada, COO and NAN may invite the Government of Ontario to discussions of next steps.

2.03 Work Plan

(1) For the purpose of advancing reform of the 1965 Agreement, within 60 days of the Effective Date of this Trilateral Agreement, COO, NAN, and Canada will meet to develop a work plan outlining steps for outreach to the Government of Ontario and identifying substantive subjects for discussion with the Government of Ontario (the "**Work Plan**"), as well as a confidentiality agreement in relation to discussions on reforming the 1965 Agreement.

(2) COO, NAN, and Canada will make best efforts to agree to a Work Plan within 90 days of the meeting described in paragraph 2.03(1). The Work Plan may include the substantive subjects listed directly below.

- (a) Identifying:
 - (i) any deficiencies, gaps, or issues in program areas in the 1965 Agreement;
 - (ii) First Nations-led and evidence-informed solutions to improving service delivery and advancing substantive equality for those program areas in a Reformed 1965 Agreement;
 - (iii) language in the 1965 Agreement that requires updating to reflect modern terminology;
 - (iv) legislative references in the 1965 Agreement that need to be updated and mechanisms to do so; and
 - (v) a method for consolidating prior amendments to the 1965 Agreement.
- (b) Considering:
 - (i) processes to update a Reformed 1965 Agreement to account for future amendments to provincial or federal legislation;
 - (ii) community needs assessments for a Reformed 1965 Agreement, including indicators, outcomes and data collection;
 - (iii) differences among First Nations in Ontario, including differences arising out of geography, treaty, or historical context;
 - (iv) mechanisms to streamline administrative and financial reporting, including data collection;
 - (v) the capital needs of First Nations in Ontario in the program areas covered by the 1965 Agreement;
 - (vi) mechanisms to identify and manage possible overlap of funding where both Canada and the Government of Ontario provide funding directly to First Nations or other service providers in relation to a program area covered by the 1965 Agreement;
 - (vii) mechanisms that allow for regular review and adjustment of a Reformed 1965 Agreement or its implementation;
 - (viii) mechanisms that allow for the involvement of First Nations in discussions between Canada and the Government of Ontario on implementation of the Reformed 1965 Agreement, including in discussions related to funding;

- (ix) conditions and processes for First Nations to opt out of the 1965 Agreement;
 - (x) mechanisms for dispute resolution under a Reformed 1965 Agreement which include First Nations in Ontario; and
 - (xi) mechanisms for continued dialogue on reforming the 1965 Agreement between Canada, COO and NAN following conclusion of a Reformed 1965 Agreement.
- (c) Discussing proposals for reforming the 1965 Agreement that are consistent with this Trilateral Agreement.
- (3) The Work Plan may be amended by unanimous agreement of COO, NAN, and Canada in writing.

2.04 Principles for Preliminary Discussions on Reforming the 1965 Agreement

(1) In discussing aspects of a Reformed 1965 Agreement related to child and family services, Canada, COO and NAN shall be guided in their positions by the principles in Part II of the Final Agreement.

(2) In discussing the whole of a Reformed 1965 Agreement, Canada, COO and NAN shall be guided in their positions by the following principles:

- (a) services to First Nations people on-reserve should:
 - (i) be available at a level at least comparable to that of services to non-First Nations people and to First Nations people living off-reserve;
 - (ii) be delivered in a manner at least comparable to service delivery to non-First Nations people and to First Nations people living off-reserve, including consideration of such factors as remoteness;
 - (iii) take into account the history, systems and structures of colonialism and their effects on First Nations, including the effects of residential schools, day schools, child welfare systems, and inter-generational trauma;
 - (iv) be flexible, considering the unique history and present reality of each First Nation;
 - (v) be culturally appropriate; and
 - (vi) advance substantive equality of First Nations people.

- (b) the Government of Ontario’s funding levels and formulas for programs within the scope of the 1965 Agreement should be reviewed regularly, including with respect to funding for remoteness, for the purpose of advancing the principles set out in paragraph 2.04(2)(a);
 - (c) flexibility should be afforded to First Nations in the delivery of services, recognizing that First Nations are best placed to identify their needs and respond to those needs;
 - (d) the Government of Ontario should:
 - (i) take measures to ensure the accountability of service providers to the First Nations they serve;
 - (ii) require service providers to collaborate with the First Nations they serve in planning and reporting on services; and
 - (iii) consider delivery of services by First Nations where a First Nation has indicated its desire to deliver a service.
 - (e) in relation to child and family services, the importance of First Nation Representative Services to children and families should be recognized and taken into account;
 - (f) accurate and timely data should be provided by First Nations, other service providers, the Government of Ontario and Canada to support administration of the Reformed 1965 Agreement and the tracking of outcomes;
 - (g) taking into account paragraph 2.04(2)(f), administrative burdens on First Nations and other service providers should be minimized; and
 - (h) the Reformed 1965 Agreement should be made available to First Nations and the public.
- (3) In addition to the principles in paragraphs 2.04(1) and 2.04(2), Canada affirms:
- (a) the right to self-determination of Indigenous peoples, which is a right recognized and affirmed in the *United Nations Declaration on the Rights of Indigenous Peoples* (“the Declaration”);
 - (b) that the *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c. 14 affirms the Declaration as a universal international human rights instrument with application in Canadian law and also provides a framework for Canada’s implementation of the Declaration; and

- (c) that the inherent right of self-government recognized and affirmed by section 35 of the *Constitution Act, 1982* includes jurisdiction in relation to child and family services, as affirmed in *An Act respecting First Nation, Inuit and Métis children, youth and families*, S.C. 2019, c. 24.

ARTICLE 3– WORK PLAN FUNDING

(1) Canada shall provide funding in the total amounts of \$3.71 million to COO and \$3.92 million to NAN over the five (5) Fiscal Years from 2025-2026 to 2029-30 to carry out the activities set out in the Work Plan, subject to the continuation of discussions to reform the 1965 Agreement with the Government of Ontario. This funding includes amounts to support:

- (a) First Nation engagements;
- (b) Research related to the reform of the 1965 Agreement;
- (c) Costs of a Special Chiefs Assembly on the reform of the 1965 Agreement;
and
- (d) Legal fees.

(2) In relation to the funding set out in paragraph 3(1), COO and NAN shall provide work plans at the beginning of each fiscal year and shall report at the end of the fiscal year on funding spent in that year relative to the year's work plan. Per the terms of their funding agreements, COO and NAN will be able to carry forward unexpended funds for use in the following Fiscal Year, upon ISC's approval of an unexpended funding plan and provided that the Fiscal Year is within the term of COO's or NAN's funding agreement. If necessary to expend unexpended funds and upon ISC's approval of an unexpended funding plan, ISC shall extend the term of COO's or NAN's funding agreement. ISC may adjust funding for a particular Fiscal Year to reflect the expected costs of planned activities or to account for unexpended funds that are carried forward.

(3) Upon request of any Party, COO, NAN and Canada shall review the funding in paragraph 3(1) and may agree to modify it.

(4) Canada will consider proposals from COO or NAN for additional funding that may be required to support engagement with First Nations in relation to reform of the 1965 Agreement. Such proposals may include funding for other regional representatives of First Nations, such as political-territorial organizations, to support engagement with First Nations in relation to reform of the 1965 Agreement.

ARTICLE 4– DISPUTE RESOLUTION

(1) In the event of a dispute arising out of or in connection with this Trilateral Agreement, the Parties agree to resolve such disputes by mediation, and if mediation does not result in a resolution, by arbitration.

(2) To initiate mediation, a Party desiring to commence mediation will notify every other Party of its desire to mediate by a written request. All disputes arising out of or in connection with this Trilateral Agreement shall be mediated pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc (“ADRIC”) that are in force at the time that the dispute arises. The place of mediation shall be Toronto, Ontario. The language of the mediation shall be English.

(3) The mediation process will be led by a neutral mediator selected by agreement of all Parties. The mediator will be selected by agreement of all Parties within thirty (30) days of delivery of the written request specified in paragraph 4(2). If the Parties are unable to agree on the selection of a mediator within thirty (30) days, then the Parties will make use of the selection process set out in Rule 5.2 of the National Mediation Rules.

(4) Should mediation fail to resolve the dispute and the Party continues to desire resolution of the dispute, the Party will provide every other Party a Notice to Arbitrate. The arbitration shall be governed by the ADRIC Arbitration Rules of the ADR Institute of Canada, Inc that are in force at the time that the dispute arises. The place of arbitration will be Toronto, Ontario. The language of the arbitration will be English.

(5) The arbitration process will be led by a neutral, single arbitrator selected on agreement of all Parties. The arbitrator will be selected within twenty-one (21) days of a Notice to Arbitrate having been provided to every other Party by the Party desiring arbitration. If the Parties are unable to agree on the selection of an arbitrator within twenty-one (21) days of a Notice to Arbitrate having been provided to every other Party, then the Parties will make use of the selection process set out in Rule 3.1.3 of the ADRIC Arbitration Rules.

(6) Pursuant to Rule 5.4.7 of the ADRIC Arbitration Rules, the Parties agree that a decision of the arbitrator may be appealed to a court on a question of law or a question of mixed fact and law.

(7) In the instance of either mediation or arbitration, the Parties agree to consider appointing a person who serves, or has served, on the Roster of Arbitrators established under the Final Agreement.

ARTICLE 5– TERM

(1) This Trilateral Agreement is effective as of April 1, 2025 and shall terminate on March 31, 2030, unless the Parties agree to another date.

ARTICLE 6- GENERAL

(1) The Trilateral Agreement is not intended to and shall not be interpreted to require ISC to provide funding in addition to the funding commitments made in the Final Agreement.

(2) Any funding commitment made by Canada under this Trilateral Agreement is subject to the terms of the funding agreement through which the funding is provided.

(3) Any and all funding commitments by Canada or amendments agreed to by the Parties in this Trilateral Agreement remain subject to annual appropriation by the Parliament of Canada, as required, or other necessary approval processes required by the Government of Canada.

(4) This Trilateral Agreement is not a treaty within the meaning of section 35 of the *Constitution Act, 1982*.

(5) Save as may otherwise be agreed between the Parties, the Parties shall keep confidential the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to this Trilateral Agreement.

(6) The Parties acknowledge that documents, communications, and records relating to the Trilateral Agreement may be subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) as amended from time to time or other related legislation or legal obligations.

(7) The provisions of this Trilateral Agreement will be governed by, and be interpreted in accordance with, the laws of Ontario and the laws of Canada.

(8) This Trilateral Agreement, including all appendices, constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings, commitments and agreements between the Parties. There are no representations, warranties, terms, conditions, undertakings, covenants, or collateral agreements, express, implied, or statutory between the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Trilateral Agreement.

(9) The Parties may only amend the terms of this Trilateral Agreement upon unanimous consent in writing.

(10) Where the context or construction requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa.

(11) The division of this Trilateral Agreement into articles, sections, and paragraphs, and the insertion of headings and a table of contents are for reference only and shall not affect the interpretation of this Trilateral Agreement.

(12) Nothing in this Trilateral Agreement is intended to prevent any Party from fulfilling any contractual obligations to a non-Party.

(13) This Trilateral Agreement may be signed in identical counterparts, each of which constitutes an original, and such counterparts taken together will constitute one agreement. The signatures of the Parties need not appear on the same counterpart, and executed counterparts may be delivered by facsimile or in electronically scanned form by electronic mail.

[Remainder of page intentionally left blank; signature page follows]

**TRILATERAL AGREEMENT
IN RESPECT OF REFORMING THE 1965 AGREEMENT**

among

HIS MAJESTY THE KING IN RIGHT OF CANADA

As represented by the Minister of Indigenous Services

and

CHIEFS OF ONTARIO

and

NISHNAWBE ASKI NATION

The Parties have signed this Agreement this 26th day of February 2025.

FOR CHIEFS OF ONTARIO



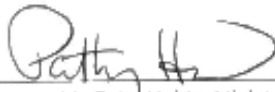
Ontario Regional Chief Abram Benedict

FOR NISHNAWBE ASKI NATION



Grand Chief Alvin Fiddler

FOR HIS MAJESTY THE KING IN RIGHT OF CANADA



The Honourable Patty Hajdu, Minister of Indigenous Services

TAB 10

This is Exhibit "J" referred to in the
Affidavit of Grand Chief Alvin Fiddler sworn
before me, on this 7th day of March 2025.



A Commissioner for taking affidavits, etc.
Asha James
LSO # 56817K

Appendix 10: Remoteness Quotient Adjustment Factor Methodology

This appendix explains how ISC will calculate the RQAF of First Nations and FNCFS Agencies for the purpose of adjusting Reformed FNCFS Program funding to account for the increased costs of delivering child and family services in remote First Nations.

The RQAF combines features of two approaches for estimating increased costs due to remoteness – NAN’s Remoteness Quotient and ISC’s Cost Adjustment Factor. The Remoteness Quotient uses specific cost data from FNCFS Agencies in Ontario. The Cost Adjustment Factor uses generic shipping cost data from Canada Post and estimates of labour costs based on the National Joint Council – Isolated Post and Government Housing Directive. The RQAF aims to combine the subject- and region-specific data of the Remoteness Quotient and the Canada-wide application of the Cost Adjustment Factor.

The appropriate RQAF calculation for a First Nation depends on data quality and availability. The Remoteness Quotient’s data from FNCFS Agencies serving NAN First Nations allows ISC and NAN to calculate a more accurate estimate of remoteness costs – a more accurate RQAF – with respect to child and family services for a subset of NAN First Nations (specifically, those connected by all-weather road to the main road network). The data show that, to arrive at RQAF values for those First Nations, the First Nation’s Cost Adjustment Factor should be multiplied by 1.089.

The RQAF does not benefit from comparable data for other First Nations, which necessitates a more general approach for those First Nations. ISC and NAN compared estimates of remoteness costs for First Nations in Ontario using child and family services data and estimates of the same costs using the Cost Adjustment Factor. That comparison indicates that, in general and in contrast to the situation for road-connected NAN First Nations, the Cost Adjustment Factor’s cost estimates are slightly too high when applied to child and family services. The data show that, to arrive at RQAF values for all First Nations except for road-connected NAN First Nations, the First Nation’s Cost Adjustment Factor should be multiplied by 0.879.

The formula for the Cost Adjustment Factor is as follows:

$(0.709 * \text{a community's 2021 Index of Remoteness score}) + (0.704 * 1 \text{ if the community is not connected by road to Canada's main road network, and } 0 \text{ if the community is connected})$

The NAN-Canada Remoteness Quotient Table, with the support of the Ontario Remoteness Secretariat, may continue to develop the RQAF, including by collecting child and family services cost data from other areas of the country.

Calculation of the Reformed FNCFS Program’s Remoteness Adjustment

- 1) To determine the adjustment of a First Nation’s funding for remoteness, Canada shall take the following steps:
 - a. Using the Index of Remoteness based on 2021 Census data, produce a list of the 2021 Index of Remoteness scores of all First Nations eligible to receive funding under the FNCFS Program in Ontario;

- b. For First Nations with a 2021 Index of Remoteness score at or above 0.40 (“Remoteness-Eligible First Nations”), determine if the First Nation is connected to Canada’s main road network by an all-weather road;
 - c. Calculate the RQAF of each Remoteness-Eligible First Nation by the formula:
 - i. if the First Nation is a member of NAN and is connected by all-weather road to Canada’s main road network: $(0.709 * \text{the First Nation’s 2021 Index of Remoteness score}) * 1.089$; or
 - ii. if the First Nation is any other First Nation: $[(0.709 * \text{the First Nation’s 2021 Index of Remoteness score}) + (0.704 * 1 \text{ if the First Nation is not connected by all-weather road to Canada’s main road network, and } 0 \text{ if the First Nation is connected})] * 0.879$, and
 - d. Multiply the Remoteness-Eligible First Nation’s RQAF by its funding for prevention, First Nations Representative Services, information technology, results, emergency, household supports, and post-majority support services.
- 2) To determine the adjustment of an FNCFS Agency’s funding for remoteness, Canada shall take the following steps:
- a. Calculate the population-weighted average RQAF of all First Nations affiliated with the FNCFS Agency, assigning an RQAF of 0 where an affiliated First Nation’s 2021 Index of Remoteness score is less than 0.40; and
 - b. Multiply (a) by the FNCFS Agency’s funding for prevention and emergency.

Illustrative Examples of the RQAF Calculation

The table below illustrates the calculation of the RQAF for four fictional First Nations and for a fictional FNCFS Agency affiliated with those four First Nations.

	Population	2021 Index of Remoteness	Road Connected	NAN First Nation	Calculation	RQAF
First Nation A	500	0.55	Yes	Yes	$(0.709 * 0.55) * 1.089$	42%
First Nation B	1,000	0.67	No	No	$[(0.709 * 0.67) + (0.704 * 1)] * 0.879$	104%
First Nation C	2,000	0.45	Yes	No	$(0.709 * 0.45) * 0.879$	28%
First Nation D	1,200	0.28	Yes	No	N/A	0%
FNCFS Agency X	4,700 (total of First Nation population)	N/A	N/A	N/A	$43\% * (500/4,700) + 104\% * (1,000/4,700) + 28\% * (2,000/4,700) + 0\% * (1,200/4,700)$	39%

TAB 11

This is Exhibit "K" referred to in the
Affidavit of Grand Chief Alvin Fiddler sworn
before me, on this 7th day of March 2025.



A Commissioner for taking affidavits, etc.
Asha James
LSO # 56817K



25/07

APPROVAL OF THE ONTARIO FINAL AGREEMENT ON THE LONG-TERM REFORM OF THE FIRST NATIONS CHILD AND FAMILY SERVICES PROGRAM

WHEREAS in 2007, the Assembly of First Nations (“AFN”) and the First Nations Child and Family Caring Society of Canada (“Caring Society”) brought a complaint to the Canadian Human Rights Commission alleging that Canada’s provision of the First Nations Child and Family Services (“FNCFS”) Program and application of Jordan’s Principle were discriminatory;

WHEREAS in January 2016, the Canadian Human Rights Tribunal (“CHRT”) found that Canada discriminated against First Nations children, youth, and families in its funding and control of child and family services provided on reserve and in the Yukon;

WHEREAS in May 2016, Nishnawbe Aski Nation (“NAN”) was granted status to intervene at the remedies stage of the CHRT proceeding to ensure that remedies addressed discrimination based on remoteness;

WHEREAS in September 2016, the CHRT accepted NAN’s position that funding decisions by Canada must account for the unique challenges and increased costs of providing child and family services in remote First Nations;

WHEREAS by way of *Resolution 17/20: Approval of Terms of Reference for Remoteness Quotient Table*, the NAN Chiefs-in-Assembly approved the Terms of Reference for a NAN-Canada Remoteness Quotient (“RQ”) Table to enable a negotiation process to develop a Remoteness Quotient that could be used to adjust funding for remote First Nations;

WHEREAS in March 2019, NAN filed with the CHRT a report (“the RQ Report”) produced by the NAN-Canada RQ Table containing the first evidence-based and First Nation-sighted economic modelling of the increased costs of delivering child and family services to remote First Nation communities;

WHEREAS by way of *Resolution 19/12: Endorsement and Application of Remoteness Quotient Work*, the NAN Chiefs-in-Assembly adopted the conclusions of the RQ Report, supported the use of the RQ work to establish equitable distribution of federal child and family services funding in Ontario, and directed the NAN Executive Council to seek orders from the CHRT to ensure that, going forward, all relief ordered by the CHRT aligns with the RQ work;

WHEREAS on December 31, 2021, the parties to the CHRT proceeding (NAN, Chiefs of Ontario or “COO”, AFN, the Caring Society, and Canada) signed the Agreement-in-Principle on Long-Term Reform of the FNCFS Program and Jordan’s Principle (“AIP”), which provided a framework for the negotiation



RESOLUTION 25/07: APPROVAL OF THE FINAL AGREEMENT ON THE LONG-TERM REFORM OF THE FIRST NATIONS CHILD AND FAMILY SERVICES PROGRAM

of a Final Settlement Agreement (“FSA” or “Final Agreement”), and committed the parties to achieve an FSA and ending the jurisdiction of the CHRT by December 31, 2022;

WHEREAS by way of *Resolution 23/19: NAN’s Role in 1965 Indian Welfare Agreement Re-Negotiations* the NAN Chiefs-in-Assembly directed the NAN Executive Council to engage in all discussions with Canada, Ontario, and COO with respect to the re-negotiation of the 1965 Agreement on behalf of all NAN First Nations, and further directed that NAN continue to assert its right to a dedicated seat at the table to represent the voice of all NAN First Nations with respect to the re-negotiation of the 1965 Agreement;

WHEREAS by way of *Resolution 24/08: Final Settlement Agreement on Long-Term Reform of the First Nations Child and Family Services Program* the NAN Chiefs-in-Assembly directed the NAN Executive Council to strive to the best of its ability to conclude an FSA without delay, to only sign an FSA that provides for the full implementation of an evidence-based approach to adjusting funding to account for remoteness, and to ensure that NAN First Nations have the opportunity to review and approve the FSA before it is brought to the COO and AFN assemblies;

WHEREAS NAN held a Special Chiefs Assembly to review the draft FSA on May 22 and 23, 2024, where each Chief or Proxy present was given the opportunity on site to review a copy of the draft FSA;

WHEREAS on July 10, 2024, NAN, COO, AFN, and Canada reached an agreement that could be supported and recommended to leadership, which committed \$47.8 billion in funding to reform the FNCFS Program;

WHEREAS the Final Agreement provided for the full implementation of an evidence-based approach to adjusting funding to account for remoteness;

WHEREAS the Final Agreement was brought to a NAN Special Chiefs Assembly for a vote on October 9, 2024, and was ratified by the Chiefs-in-Assembly;

WHEREAS the Final Agreement was brought to a COO Special Chiefs Assembly for a vote on October 10, 2024, and was ratified by the Ontario Chiefs in Assembly;

WHEREAS the Final Agreement was brought to an AFN Special Chiefs Assembly for a vote on October 19, 2024, and was rejected by the First Nations in Assembly;

WHEREAS on November 19, 2024, Ontario Chiefs in Assembly passed a Resolution (*Exploring a Final Agreement on the Long-Term Reform of the First Nations Child and Family Services*) directing that a regional Final Agreement be pursued for Ontario and negotiated among NAN, COO, and Canada;

WHEREAS in December 2024, Canada communicated they received a mandate to negotiate a regionalized agreement on long-term reform in Ontario, in line with the draft national Final Agreement, with NAN and COO;

WHEREAS in February 2025, NAN, COO, and Canada reached a draft Ontario Final Agreement on the long-term reform of FNCFS in Ontario that committed \$8.5 billion in funding for the Ontario region;



RESOLUTION 25/07: APPROVAL OF THE FINAL AGREEMENT ON THE LONG-TERM REFORM OF THE FIRST NATIONS CHILD AND FAMILY SERVICES PROGRAM

WHEREAS in January 2025, NAN, COO, and Canada reached a draft Trilateral Agreement in respect of reforming the *Memorandum of Agreement Respecting Welfare Programs for Indians* or the 1965 Indian Welfare Agreement;

WHEREAS NAN and COO held a series of information sessions in January and February 2025, to inform the leadership and other stakeholders regarding the above information;

WHEREAS on February 26, 2025, COO will host a Special Chiefs Assembly for the ratification of the Ontario Final Agreement on the Long-Term Reform of the First Nations Child and Family Services Program;

THEREFORE BE IT RESOLVED that NAN Chiefs-in-Assembly support and approve the Ontario Final Agreement on the Long-Term Reform of the FNCFS Program and the Trilateral Agreement in Respect of Reforming the 1965 Agreement;

FURTHER BE IT RESOLVED that Chiefs-in-Assembly call on the COO Assembly to approve the Ontario Final Agreement on the Long-Term Reform of the First Nations Child and Family Services Program;

FINALLY BE IT RESOLVED that, provided the Ontario Final Agreement on the Long-Term Reform of the First Nations Child and Family Services Program is approved by Chiefs in Ontario, NAN Chiefs-in-Assembly direct the NAN Executive Council to sign the Ontario Final Agreement and bring or support a motion to the CHRT seeking its approval of the Ontario Final Agreement, all without delay.

DATED AT TORONTO, ONTARIO, THIS 25TH DAY OF FEBRUARY 2025.

MOVED BY: Chief Merle Loon, Mishkeegogamang First Nation

SECONDED BY: Chief Elizabeth Kataquapit, Fort Albany First Nation

DECISION: CARRIED

IN FAVOUR: 31

OPPOSITION: Proxy Victor Linklater, Taykwa Tagamou First Nation

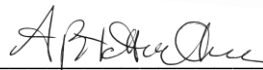
ABSTENTION: Chief Wayne Wabie, Beaverhouse First Nation
Chief Cheryl Thomas, Fort Severn First Nation



Grand Chief Alvin Fiddler



Deputy Grand Chief Bobby Narcisse



Deputy Grand Chief Anna Betty Achneepinesekum



Deputy Grand Chief Mike Metatawabin



TAB 12

This is Exhibit "L" referred to in the
Affidavit of Grand Chief Alvin Fiddler sworn
before me, on this 7th day of March 2025.



A handwritten signature in cursive script that reads "Asha James".

A Commissioner for taking affidavits, etc.
Asha James
LSO # 56817K

RESOLUTION

Nishnawbe Aski Nation

(807) 623-8228
[FAX] 807-623-7730



nan.ca



100 Back Street, Unit 200
Thunder Bay, ON P7J 1L2



25/08

NON-INTERFERENCE WITH THE APPROVAL OF THE ONTARIO FINAL AGREEMENT ON CHILD AND FAMILY SERVICES

WHEREAS a draft Ontario Final Agreement (“OFA”) on the Long-Term Reform of the First Nations Child and Family Services Program (“FNCFS” or “Program”) in Ontario has been reached between Nishnawbe Aski Nation (“NAN”), Chiefs of Ontario (“COO”), and Canada;

WHEREAS the OFA does not come into effect and will not be implemented until sixty (60) days after it is approved by the Canadian Human Rights Tribunal (“CHRT” or “Tribunal”);

WHEREAS if the OFA is contested at the CHRT, the implementation of the Agreement may be delayed, or, if the OFA is approved at the CHRT, but challenged in court by any Party, the implementation of the Agreement will be delayed;

WHEREAS the OFA is a regionalized version of the national draft Final Agreement, concluded in July 2024;

WHEREAS the national draft Final Agreement was a 10-year agreement scheduled to begin on April 1, 2024, and end on March 31, 2034, an end date which remains in the new OFA;

WHEREAS the delay in the implementation of Long-Term Reform of the Program has already cost First Nations children a whole year of benefits, and any further delay could threaten the viability of the OFA, as the funding commitment in the OFA is conditional on its coming into effect by April 1, 2026;

WHEREAS First Nations of NAN have a sacred responsibility and inherent jurisdiction to act holistically in the best interests of their children, youth, families, and communities;

WHEREAS any act taken by any Party to delay the OFA, once ratified by the Chiefs in NAN and in the region of Ontario, will be considered an unacceptable interference with this sacred responsibility and inherent jurisdiction;

THEREFORE BE IT RESOLVED that NAN Chiefs-in-Assembly call upon all Parties outside of the OFA to refrain from any interference in the ratification and implementation of the OFA;

FURTHER BE IT RESOLVED that NAN Chiefs-in-Assembly specifically express their expectation that, as Parties outside of the OFA, the First Nations Child and Family Caring Society and the Assembly of First Nations, refrain from taking any steps that could in any way delay the effective date of the OFA;



RESOLUTION 25/08: NON-INTERFERENCE WITH THE APPROVAL OF THE ONTARIO
FINAL AGREEMENT ON CHILD AND FAMILY SERVICES

FINALLY BE IT RESOLVED that Chiefs-in-Assembly will respect and support the Chiefs in other regions acting in the best interests of their children.

DATED AT TORONTO, ONTARIO, THIS 25TH DAY OF FEBRUARY 2025.

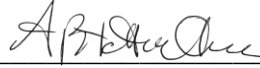
MOVED BY: Chief Sonny Batisse, Matachewan First Nation
SECONDED BY: Chief Bruce Achneepineskum, Marten Falls First Nation
DECISION: **CARRIED**
IN FAVOUR: **29**
OPPOSITION: Proxy Victor Linklater, Taykwa Tagamou First Nation



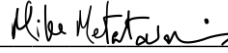
Grand Chief Alvin Fiddler



Deputy Grand Chief Bobby Narcisse



Deputy Grand Chief Anna Betty Achneepinesekum



Deputy Grand Chief Mike Metatawabin



CANADIAN HUMAN RIGHTS TRIBUNAL

BETWEEN:

**FIRST NATIONS CHILD AND FAMILY CARING SOCIETY OF CANADA and ASSEMBLY OF
FIRST NATIONS**

Complainants

-and-

CANADIAN HUMAN RIGHTS COMMISSION

Commission

-and-

**ATTORNEY GENERAL OF CANADA
(representing the Minister of Indigenous Services Canada)**

Respondent

-and-

**CHIEFS OF ONTARIO, AMNESTY INTERNATIONAL CANADA and
NISHNAWBE ASKI NATION**

Interested Parties

**EXHIBIT BOOK TO THE AFFIDAVIT OF GRAND CHIEF ALVIN FIDDLER
(VOLUME III of III)**

Dated: March 7, 2025

FALCONERS LLP

Barristers-at-Law

10 Alcorn Avenue, Suite 204

Toronto, Ontario M4V 3A9

Tel.: (416) 964-0495

Fax: (416) 929-8179

Julian N. Falconer (L.S.O. No. 29465R)

Meaghan Daniel (L.S.O. No. 72510P)

Asha James (L.S.O. No. 56817K)

Shelby Percival (L.S.O. No. 82855R)

Lawyers for the Interested Party

Nishnawbe Aski Nation

TAB 13

This is Exhibit "M" referred to in the
Affidavit of Grand Chief Alvin Fiddler sworn
before me, on this 7th day of March 2025.



A Commissioner for taking affidavits, etc.
Asha James
LSO # 56817K

**FINAL AGREEMENT ON LONG-TERM REFORM
OF THE FIRST NATIONS CHILD AND FAMILY SERVICES PROGRAM IN ONTARIO**

This Final Agreement made on this 26th day of February, 2025.

AS BETWEEN:

CHIEFS OF ONTARIO

- and -

NISHNAWBE ASKI NATION

- and -

ATTORNEY GENERAL OF CANADA

(representing the Minister of Indigenous Services Canada)

TABLE OF CONTENTS

PREAMBLE.....	1
PART I – PURPOSE	3
PART II – PRINCIPLES	4
PART III – DEFINITIONS	5
PART IV – FUNDING COMMITMENT	13
PART V – THE REFORMED FNCFS FUNDING APPROACH: INITIAL FUNDING PERIOD	16
PART VI – THE REFORMED FNCFS FUNDING APPROACH: SECOND FUNDING PERIOD	36
PART VII – THE REFORMED FNCFS FUNDING APPROACH: FOLLOWING THE EXPIRY OF THE TERM OF THIS FINAL AGREEMENT	37
PART VIII – MEASURING THE PERFORMANCE OF THE REFORMED FNCFS PROGRAM.....	38
PART IX – HOUSING FUNDING	39
PART X – ONTARIO FNCFS DATA SECRETARIAT.....	40
PART XI – REMOTENESS RESEARCH AND RELATED ITEMS	42
PART XII – FIRST NATIONS EXERCISING INHERENT JURISDICTION OVER CHILD AND FAMILY SERVICES.....	44
PART XIII – AGENCY ACCOUNTABILITY TO FIRST NATIONS IN RELATION TO THE REFORMED FNCFS PROGRAM	45
PART XIV – GOVERNANCE OF THE REFORMED FNCFS PROGRAM.....	50
PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS	54
PART XVI – SERVICE PROVIDER FUNDING ADJUSTMENT REQUESTS.....	61
PART XVII – CULTURAL HUMILITY TRAINING AND REFORM OF ISC AND SUCCESSOR DEPARTMENTS	63
PART XVIII – INTERIM DISPUTE RESOLUTION PROCESS.....	65
PART XIX – DISPUTE RESOLUTION PROCESS.....	66
PART XX – INFORMATION SHARING AND PRIVACY	84
PART XXI – ENTIRE AGREEMENT	84
PART XXII – CONFIDENTIALITY AND RETENTION	85
PART XXIII – TERMINATION OF AGREEMENT.....	85
PART XXIV – TRIBUNAL APPROVAL, FUNDING OF LEGAL COSTS, AND EFFECTIVE DATE.....	86

PART XXV – ENFORCEMENT OF FUNDING COMMITMENT	87
PART XXVI – SUPERSEDING TRIBUNAL’S ORDERS	88
PART XXVII – GENERAL PROVISIONS	89
PART XXVIII – APPENDICES	92
APPENDICES	95
Appendix 1: Financial Chart	96
Appendix 2: Performance Measurement Indicators and Outcomes Chart.....	97
Appendix 3: Program Assessment Timelines	100
Appendix 4: First Nations Planning Template	101
Appendix 5: Agency Accountability Co-Development Planning Template.....	106
Appendix 6: Reformed FNCFS Program Schedules for Contribution Funding Agreements.....	113
Appendix 7: Ontario Reform Implementation Committee Terms of Reference.....	121
Appendix 8: First Nations Child and Family Services Terms and Conditions	129
Appendix 9: Housing Allocation Example.....	171
Appendix 10: Remoteness Quotient Adjustment Factor Methodology	172
Appendix 11: Funding and Administration of Capital Commitments.....	174
Appendix 12: Modifications if the Effective Date is after March 31, 2026.....	176

**FINAL AGREEMENT ON LONG-TERM REFORM
OF THE FIRST NATIONS CHILD AND FAMILY SERVICES PROGRAM IN
ONTARIO**

“While we cannot turn back time to undo the harm and abuse that Indigenous youth and children have experienced in Child Welfare, we can use our hindsight to prevent harm and abuse from happening to another generation of Indigenous youth and children.”

Youth in Care Advisors

“The way forward is going to be different from the one we had up until this moment. It rests a lot with parents and grandparents and that is why it is important... to mitigate kids being taken away and placing them in other foreign situations or challenging situations.”

Chief Robert Joseph, testimony before the Canadian Human Rights Tribunal, 2014.

PREAMBLE

RECOGNIZING the harms experienced by First Nations citizens in the Indian Residential School system, the Indian Day Schools, and the Sixties Scoop, which had a profound adverse effect on their identities, well-being, health, and, in particular, has damaged their traditional child rearing practices and parenting skills, intergenerationally;

AND RECOGNIZING the findings of the Canadian Human Rights Tribunal (the “**Tribunal**”) in *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (for the Minister of Indian and Northern Affairs Canada)*, 2016 CHRT 2 (“**2016 CHRT 2**”) that Canada’s underfunding of the First Nations Child and Family Services (“**FNCFS**”) Program perpetuated the historical disadvantage suffered by First Nation people as a result of the Indian Residential School system; and the Tribunal finding in *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (for the Minister of Indian and Northern Affairs Canada)*, 2019 CHRT 39, that unnecessarily removing a child from their family and community is a serious harm causing great suffering to that child, family and the community and that the removal of children from their families and communities is traumatic and causes great pain and suffering to them;

WHEREAS Canada designed and implemented the First Nations Child and Family Services (“**FNCFS**”) Program in 1989 to fund the provision of child welfare services to First Nations children, youth, and families ordinarily resident on reserve and in Yukon;

AND WHEREAS in 2016 CHRT 2, the Tribunal found that the FNCFS Program’s funding model was discriminatory, and in *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (for the Minister of Indian and Northern Affairs Canada)*, 2016 CHRT 16, ordered Canada to reform its discriminatory policies, procedures, and agreements and to prevent the future recurrence of discrimination. The Tribunal also found that Canada’s implementation of the 1965 Agreement was discriminatory and ordered Canada to reform the 1965 Agreement in 2016 CHRT 2;

AND WHEREAS in 2016 CHRT 2, the Tribunal found that Canada’s provision of the FNCFS Program and implementation of the 1965 Agreement were discriminatory with respect to remote First Nation communities. In *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (for the Minister of Indian and Northern Affairs Canada)*, 2017 CHRT 7, the Tribunal adopted the terms agreed to by Nishnawbe Aski Nation and Canada for the development of a remoteness quotient that can be used to address deficiencies in remoteness funding;

AND WHEREAS in 1965, Canada and Ontario entered into *The Memorandum of Agreement Respecting Welfare Programs for Indians of 1965* (the “**1965 Agreement**”) for the provision of child and family services to be extended to First Nations people on reserve in Ontario;

AND WHEREAS research was commissioned on funding models and performance measurement frameworks to construct and design the necessary evidence-informed long-term reforms for the FNCFS Program for the purposes of addressing the Tribunal’s findings;

AND WHEREAS in July 2024, Canada, the Assembly of First Nations, the Chiefs of Ontario (“**COO**”) and Nishnawbe Aski Nation (“**NAN**”) reached a draft Final Agreement on Long-Term Reform of the FNCFS Program that would have instituted national reforms to the FNCFS Program;

AND WHEREAS the NAN Chiefs-in-Assembly ratified the draft Final Agreement on Long-Term Reform of the FNCFS Program on October 9, 2024;

AND WHEREAS the Ontario Chiefs-in-Assembly ratified the draft Final Agreement on Long-Term Reform of the FNCFS Program on October 10, 2024;

AND WHEREAS the First Nations-in-Assembly of the Assembly of First Nations rejected the draft Final Agreement on Long-Term Reform of the FNCFS Program on October 17, 2024;

AND WHEREAS Canada, COO and NAN subsequently agreed to negotiate an agreement to reform the FNCFS Program in Ontario;

AND WHEREAS the reforms aim to advance the holistic well-being of First Nations children and families in Ontario, as well as their connection to their lands, cultures, languages, and communities;

AND WHEREAS the reforms are informed by First Nations-led research, are culturally appropriate, and emphasize prevention, substantive equality, and the best interests and needs of First Nations children, youth, young adults, and families. The reforms are designed to take into account the unique circumstances of each First Nation, including their historical, cultural, and geographical needs and circumstances;

AND WHEREAS the reforms include the monitoring of well-being and the consideration of the many contextual factors that affect children, families, and communities, such as income, poverty, poor and inadequate housing, racism including systemic racism, and other structural drivers that increase the likelihood of contact with child protection services;

AND WHEREAS while the reforms are formulated to be flexible to ensure that discrimination shall not recur and to address the humanitarian crisis of the overrepresentation of First Nations children in care, prevention funding is not intended to be re-allocated by FNCFS Agencies to cover costs related to protection services, except for least disruptive measures;

AND WHEREAS the accountability structure built into the Reformed FNCFS Program is intended to ensure FNCFS Agencies are accountable to the First Nations governments and communities they serve, while fostering positive First Nation-FNCFS Agency relationships;

AND WHEREAS the Parties agree that this Final Agreement is a comprehensive settlement and a record of the necessary steps and actions, as well as the embodiment of the Parties' best efforts, to eliminate the discrimination found by the Tribunal in relation to the FNCFS Program in Ontario and prevent its recurrence;

NOW THEREFORE, in consideration of the mutual covenants set out herein, the Parties have entered into this Final Agreement as follows:

PART I – PURPOSE

1. The Parties enter into this Final Agreement to reflect their agreement to long-term reform of the FNCFS Program in Ontario, which is intended to eliminate the discrimination in Ontario identified by the Tribunal in *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada*

(for the Minister of Indian and Northern Affairs Canada), 2016 CHRT 2 and all subsequent rulings by the Tribunal and to prevent its recurrence. This Final Agreement details the reforms to be made by Canada.

PART II – PRINCIPLES

2. The principles guiding the Reformed FNCFS Program to be implemented by way of this Final Agreement shall include:
 - (a) the cultural safety and well-being of First Nations children, youth, young adults, and families;
 - (b) substantive equality;
 - (c) addressing the needs of First Nations children, youth, young adults, and families;
 - (d) the best interests of children;
 - (e) prioritizing keeping children in the home;
 - (f) holistic and culturally-informed programming, having regard for the current realities of distinct First Nations, including historical and contemporary disadvantage and contextual differences, including remoteness;
 - (g) recognition of Indigenous legal traditions and principles, if applicable;
 - (h) addressing the Structural Drivers that place First Nations children, youth, and families at higher risk of involvement with the child welfare system;
 - (i) respect for the inherent right of self-government, which is recognized and affirmed by section 35 of the *Constitution Act, 1982*, and which includes jurisdiction, in relation to child and family services;
 - (j) respect for the right to self-determination of Indigenous peoples, which is a right recognized and affirmed in the *United Nations Declaration on the Rights of Indigenous Peoples* (the “**Declaration**”);

- (k) that the *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c. 14 affirms the *Declaration* as a universal international human rights instrument with application in Canadian law and also provides a framework for the Government of Canada's implementation of the *Declaration*;
- (l) the rights in the *Declaration*, including the rights of children and youth, and the *United Nations Convention on the Rights of the Child*, including the right to be free from discrimination;
- (m) accountability of FNCFS Service Providers and the Government of Ontario to the First Nation governments they serve; and
- (n) guidance from First Nations-led and/or endorsed evidence.

PART III – DEFINITIONS

- 3. Unless the context necessitates a different interpretation, all terms of this Final Agreement are to be interpreted as applying only in Ontario and only to First Nations and FNCFS Service Providers in Ontario.
- 4. The following definitions apply to this Final Agreement:
 - (a) “**1965 Agreement**” means *The Memorandum of Agreement Respecting Welfare Programs for Indians* entered into between Ontario and Canada, as amended.
 - (b) “**adjusted for inflation**” has the meaning as set out in paragraph 35.
 - (c) “**ADRIC Arbitration Rules**” means the Arbitration Rules of the ADR Institute of Canada in force at the time of a Notice to Arbitrate being served.
 - (d) “**Agreement-in-Principle**” means the Agreement-in-Principle on Long-Term Reform of the First Nations Child and Family Services Program and Jordan's Principle executed between the Assembly of First Nations, the First Nations Child and Family Caring Society of Canada, Canada, COO and NAN dated December 31, 2021.

- (e) **“Answer to Notice”** means, in a Dispute, a notice delivered by a respondent in a Dispute which sets out the information required by the ADRIC Arbitration Rules.
- (f) **“Appeal Tribunal”** means a panel of three Arbitrators appointed consensually or by the process set out in this Final Agreement whose role it is to adjudicate appeals from a decision of an Arbitral Tribunal.
- (g) **“Arbitral Tribunal”** means a single Arbitrator appointed consensually or by the process set out in this Final Agreement whose role it is to adjudicate a Dispute.
- (h) **“Arbitrator”** means a person selected by the Parties and appointed to the Roster of Arbitrators to serve on Arbitral Tribunals or Appeal Tribunals.
- (i) **“Baseline Funding”** means the funding component described in paragraph 18.
- (j) **“Canada”** means His Majesty the King in Right of Canada, as represented by the Minister of Indigenous Services.
- (k) **“child”** means a First Nations person who, under the *Child, Youth and Family Services Act, 2017*, SO, 2017 c. 14 or successor legislation, is under the age at which an individual ceases to be a child.
- (l) **“Claimant”** means a First Nation or an FNCFS Service Provider that commences a Claimant Dispute.
- (m) **“Claimant Dispute”** has the meaning as set out in paragraphs 199 and 200.
- (n) **“Complaint”** means the Tribunal complaint bearing file number T1340/7008.
- (o) **“COO”** means the Chiefs of Ontario.
- (p) **“Cultural Officer”** means the person who is charged with giving advice to an Arbitral Tribunal related to aspects of a Dispute Resolution Process for Claimant Disputes, with the goal of facilitating the resolution of the Claimant Dispute in a manner that is culturally appropriate, accessible, and in accordance with this Final Agreement.

- (q) “**days**” means calendar days.
- (r) “**Departmental Results Framework**” means the framework for each federal government department which tracks expected results and indicators related to departmental core responsibilities.
- (s) “**Departmental Results Report**” means the annual report that provides detail on results achieved against each federal government department’s plans, priorities, and expected results.
- (t) “**Directive on Transfer Payments**” means a directive of Canada which establishes mandatory operational requirements for the management of federal transfer payments and transfer payment programs.
- (u) “**Dispute**” means a Parties’ Dispute or a Claimant Dispute.
- (v) “**Dispute Award**” means an award rendered by an Arbitral Tribunal or an Appeal Tribunal, as the context requires.
- (w) “**Dispute Resolution Process**” means the process set out at PART XIX – DISPUTE RESOLUTION PROCESS by which Parties’ Disputes and Claimant Disputes are adjudicated.
- (x) “**Effective Date**” means the latest of the following dates should they occur:
 - (i) sixty days after the date upon which the Tribunal issues an order or orders that it is ending its remedial jurisdiction over the Complaint and all associated proceedings in Ontario save for those proceedings related to Jordan’s Principle, and that the terms of this Final Agreement supersede and replace all orders of the Tribunal related to the discrimination found by the Tribunal concerning the FNCFS Program in Ontario and the 1965 Agreement; but
 - (ii) where a judicial review application is commenced in the Federal Court seeking to overturn such order or orders and a stay of the order or orders is sought pending the determination of that review, a date thirty-one days after such stay application is denied; or

- (iii) in the event a stay is granted, a date thirty-one days after the judicial review application is dismissed.
- (y) **“Final Agreement”** means this Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario.
- (z) **“First Nation”** means a “band” as defined in subsection 2(1) of the *Indian Act*, RSC, 1985, C I-5, as amended, located in Ontario, and which is delivering services and receives funding under the Reformed FNCFS Program.
- (aa) **“First Nations Information Governance Centre”** means the national not-for-profit corporation working in the field of First Nations data sovereignty.
- (bb) **“First Nation Representatives”** (sometimes referred to as Band Representatives) are advocates for First Nations in matters relating to the delivery of services to their citizens by a child welfare agency, as further described in paragraph 25.
- (cc) **“First Nation Representative Services”** (sometimes referred to as Band Representative Services) means the services delivered by a First Nation Representative, which have been funded by the FNCFS Program in Ontario since 2018.
- (dd) **“fiscal year”** means Canada’s fiscal year, being a 12-month period beginning on April 1 of one (1) year and ending on March 31 of the following year.
- (ee) **“FNCFS”** means First Nations child and family services.
- (ff) **“FNCFS Agency”** means an agency established by and affiliated with one or more First Nations and delegated or authorized pursuant to provincial or other authorities to provide legislated child welfare services.
- (gg) **“FNCFS Funding Mechanism”** means the manner in which ISC shall provide First Nations and FNCFS Service Providers with multi-year funding, as further described in Part V (E).

- (hh) **“FNCFS Program”** means the national First Nations Child and Family Services Program, provided by the Minister of Indigenous Services as authorized by the *Department of Indigenous Services Act*, S.C. 2019, c. 29, s. 336, or any successor legislation, and which provides funding for and direction in the delivery of child and family services to support the safety and well-being of First Nations children, youth, and families ordinarily resident on a reserve, or any successor federal program or policy.
- (ii) **“FNCFS Service Provider”** means an FNCFS Agency, or an entity authorized by a First Nation to deliver services and to receive funding under the Reformed FNCFS Program. For clarity, the Government of Ontario is not an FNCFS Service Provider.
- (jj) **“Index of Remoteness”** means the Statistics Canada Index of Remoteness that quantifies a community’s remoteness according to: (1) the proximity to all population centers within a given radius that permits daily accessibility; and (2) the population size of each population center, used as a proxy of service availability.
- (kk) **“Indian Registration System”** means the system maintained by Canada that contains the list of persons registered as Indians under the *Indian Act*, RSC, 1985, C I-5, as amended.
- (ll) **“Initial Funding Period”** means the period of four (4) fiscal years, beginning on April 1, 2025 and ending on March 31, 2029.
- (mm) **“Initial Program Assessment”** means the process outlined in PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS.

“Interim Dispute Resolution Process” means the process set out in

- (nn) PART XVIII – INTERIM DISPUTE RESOLUTION PROCESS for the resolution of Party Disputes between the execution of this Agreement and the Effective Date.
- (oo) **“ISC”** means Indigenous Services Canada and any successor department thereto.
- (pp) **“least disruptive measures”** means measures that flow from a child maltreatment assessment or investigation and are critical to safety

planning for children and families involved with child and family services and include:

- (i) targeted actions or services that meet the threshold of risk for involvement with an FNCFS Agency. These actions or services seek to prevent separating children or youth from their families or support reunification of families, while ensuring supports are in place that mitigate the risk of child maltreatment or harm; and
 - (ii) supports to children, youth and families who have been identified by an FNCFS Agency as being at risk, and are undergoing an assessment of child maltreatment or harm.
- (qq) **“Measuring to Thrive Framework”** means the set of indicators developed by the Institute of Fiscal Studies and Democracy (“**IFSD**”) that is intended to capture child, family, and community well-being in First Nations, and introduced by the IFSD in *Funding First Nations child and family services (FNCFS): A performance budget approach to well-being* dated July 2020.
- (rr) **“NAN”** means Nishnawbe Aski Nation.
- (ss) **“NAN-Canada Remoteness Quotient Table”** means the body jointly constituted by NAN and Canada to address remoteness issues, including developing a First Nations-sighted, evidence-based, statistical method to estimate the increased costs associated with remoteness in the funding and provision of child and family services to First Nations.
- (tt) **“Non-Agency First Nation”** means a First Nation not affiliated with an FNCFS Agency.
- (uu) **“Notice to Arbitrate”** means the form used to commence a Dispute and which contains the information required by the ADRIC Arbitration Rules.
- (vv) **“Ontario FNCFS Data Secretariat”** means the entity established to support data collection and synthesis, as described further in PART X – ONTARIO FNCFS DATA SECRETARIAT.

- (ww) **“Ontario Reform Implementation Committee”** means the committee that will oversee the implementation of the Reformed FNCFS Program in Ontario, as further described in PART XIV – GOVERNANCE OF THE REFORMED FNCFS PROGRAM.
- (xx) **“Parties”** means Canada, COO, and NAN.
- (yy) **“Parties’ Dispute”** has the meaning as set out in paragraphs 196 and 197.
- (zz) **“Program Assessment(s)”** means the process outlined in PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS and includes the Initial Program Assessment and Second Program Assessment.
- (aaa) **“Program Assessment Organization”** means the organization(s) selected by COO to conduct the Program Assessments by way of requests for proposals pursuant to paragraph 141.
- (bbb) **“Program Assessment Reports”** means the reports outlined in Part XV (G).
- (ccc) **“Program Assessment Opinions”** has the meaning given to such term in paragraphs 159 and 160 and includes the “Initial Program Assessment Opinion” and the “Second Program Assessment Opinion”.
- (ddd) **“Reformed FNCFS Funding Approach”** means the multi-year funding structure in Ontario which is intended to eliminate the discrimination found by the Tribunal and prevent its recurrence, by addressing the needs of First Nations children, youth, families and communities, as further described in PART V – THE REFORMED FNCFS FUNDING APPROACH: INITIAL FUNDING PERIOD and PART VI – THE REFORMED FNCFS FUNDING APPROACH: SECOND FUNDING PERIOD.
- (eee) **“Reformed FNCFS Program”** means the FNCFS Program in Ontario on and after the implementation of the Reformed FNCFS Funding Approach.
- (fff) **“Remoteness”** means a variable factor measured on a continuum and describes the lived circumstances of First Nations communities for

whom issues of access (by road network, by ice road only, by air only, or otherwise), geography and context exacerbate challenges faced by all First Nations, including by increasing the costs associated with child and family services. Remoteness is generally associated with geographic distance from, and access to, service centres (often defined on the basis of population size and density), which affects the costs of shipping goods as well as costs related to personnel, including travel, and living costs.

- (ggg) **“Roster of Arbitrators”** means the roster of Arbitrators established and maintained by the Parties who are available to arbitrate Disputes.
- (hhh) **“RQAF”** means the Remoteness Quotient Adjustment Factor methodology, being the result of a statistical regression model, as developed at the NAN-Canada Remoteness Quotient Table, which estimates the amount of additional funding required to account for the increased costs incurred by a particular First Nation or FNCFS Service Provider due to remoteness.
- (iii) **“Second Funding Period”** means the period of five (5) fiscal years following the Initial Funding Period, beginning on April 1, 2029 and ending on March 31, 2034.
- (jjj) **“Service Provider Funding Adjustment Request”** means a request made by a First Nation or FNCFS Service Provider to ISC pursuant to paragraphs 166 and 167.
- (kkk) **“Structural Drivers”** means factors that are largely out of a caregiver’s control which contribute to the over-representation of First Nations children and youth in the child welfare system, including poverty, poor housing, racism – including systemic racism – and intergenerational trauma.
- (III) **“Systemic Review Committee”** means the subcommittee of the Ontario Reform Implementation Committee formed pursuant to paragraph 129.

(mmm) “**Technical Advisory Committee**” means the subcommittee of the Ontario Reform Implementation Committee formed pursuant to paragraph 133.

(nnn)“**Term**” means the period beginning on April 1, 2025, and ending on March 31, 2034.

(ooo)“**Terms and Conditions**” means the terms and conditions of the Reformed FNCFS Program, commonly known as the First Nations Child and Family Services Terms and Conditions.

(ppp)“**Tribunal**” means the Canadian Human Rights Tribunal.

PART IV – FUNDING COMMITMENT

5. Canada shall provide funding in the total amount of \$8.5 billion for the Reformed FNCFS Program in Ontario for a period of nine fiscal years commencing April 1, 2025, and ending March 31, 2034, and for the housing commitment set out in PART IX – HOUSING FUNDING.
6. The Parties agree that the funding under this Final Agreement is conditional on the Effective Date occurring within fiscal year 2025-2026. If the Effective Date does not occur within fiscal year 2025-2026, the provisions of this Final Agreement shall be modified as described in Appendix 12.

A. Initial Funding Period (April 1, 2025, to March 31, 2029)

7. Of the total amount set out in paragraph 5, Canada shall provide \$3.9 billion to support the implementation of the Reformed FNCFS Program in Ontario for the Initial Funding Period and the housing commitment set out in PART IX – HOUSING FUNDING.
8. Canada shall not decrease the total funding commitment under the Reformed FNCFS Funding Approach within the Initial Funding Period, except as set out in Appendix 12.
9. The Parties agree that Canada’s obligation to fund the Reformed FNCFS Program in Ontario during the Initial Funding Period shall be limited to the

maximum amount set out in paragraph 7, except where that amount is insufficient to:

- (a) fund approved Service Provider Funding Adjustment Requests, or any Dispute Awards in relation thereto, subject to judicial review and any appeals thereof;
- (b) adjust funding for inflation and population, where such adjustment is specified in Part V(A);
- (c) fund certain activities at their actual costs, as specified in paragraphs 54(a), 54(e), 54(f) and 54(g);
- (d) fund the reasonable start-up costs of new FNCFS Agencies, as specified at paragraph 64;
- (e) fund First Nations that become eligible under the Reformed FNCFS Program; and
- (f) reimburse the Government of Ontario for child and family services expenditures under the 1965 Agreement.

10. The amount identified in paragraph 7 consists of funding to support:

- (a) the Reformed FNCFS Funding Approach in Ontario, including in the transition year of fiscal year 2025-2026;
- (b) the Ontario FNCFS Data Secretariat;
- (c) the participation of the members of the Ontario Reform Implementation Committee and of the Technical Advisory Committee;
- (d) the Ontario Remoteness Secretariat;
- (e) the NAN-Canada Remoteness Quotient Table;
- (f) the establishment, operation, and administration of the Dispute Resolution Process and other costs as provided for in this Final Agreement for the Dispute Resolution Process, including, but not limited to, costs related to translation and duty counsel; and
- (g) the housing commitment set out in PART IX – HOUSING FUNDING.

B. Second Funding Period (April 1, 2029, to March 31, 2034)

11. For the Second Funding Period, Canada shall provide annual funding for the Reformed FNCFS Program in an amount not less than the funding provided in the fiscal year 2028-2029, subject to any upward adjustments adopted further to the Initial Program Assessment.
12. Canada agrees that additional investments over and above the funding commitment in paragraph 11 may be required in order to maintain long-term reform of the Reformed FNCFS Program as outlined in this Final Agreement, informed by measures including but not limited to the program assessment process, Service Provider Funding Adjustment Requests, and future First Nations-authorized research.

C. Terms Applicable to Both Funding Periods

13. Canada shall not apply any amount identified in paragraphs 7 or 11 to its own departmental expenses of any kind, except for the departmental expenses identified in paragraphs 10(f). Departmental expenses include but are not limited to expenses for human resources, administrative costs, internal costs, or other services retained or procured by Canada not expressly provided for in this Final Agreement.
14. For greater clarity, such departmental expenses include expenses for:
 - (a) Administrative support for the Ontario Reform Implementation Committee;
 - (b) Development and implementation of the cultural humility training described under PART XVII – CULTURAL HUMILITY TRAINING AND REFORM OF ISC AND SUCCESSOR DEPARTMENTS;
 - (c) The contract for a Program Assessment Organization(s); and
 - (d) Legal fees of the COO and NAN claimed under paragraph 293.
15. Canada shall not reallocate any of the amounts identified in paragraphs 7 or 11 to any purposes beyond those provided for under the terms of this Final Agreement, except as provided for expressly herein.

16. ISC shall seek authority to place the funding committed for the Initial Funding Period and Second Funding Period in one or more special purpose allotments. Each fiscal year, ISC may seek authority to have any such funding that remains unexpended by ISC at the end of the fiscal year carried forward into the following fiscal year, subject to Parliamentary appropriation. For greater clarity, ISC may seek to have any funding for any initiative that remains unexpended at the end of the Initial Funding Period to be carried forward into the Second Funding Period.

PART V – THE REFORMED FNCFS FUNDING APPROACH: INITIAL FUNDING PERIOD

A. Methodology

17. The Reformed FNCFS Funding Approach for the Initial Funding Period beginning on April 1, 2025, and ending on March 31, 2029, shall consist of:
- (a) Baseline Funding;
 - (b) Top-up funding, defined as a percentage of Baseline Funding, for:
 - i. Information technology,
 - ii. Results,
 - iii. Emergency;
 - (c) Household supports funding;
 - (d) Prevention funding;
 - (e) First Nation Representative Services funding;
 - (f) FNCFS capital funding;
 - (g) Post-majority support services funding; and
 - (h) Remoteness adjustment funding.

Baseline Funding

18. Baseline Funding shall be the sum of:
- (a) Operations and maintenance expenditures reimbursed to the Government of Ontario by Canada under the 1965 Agreement for the

applicable fiscal year, funding for which expenditures is provided to FNCFS Agencies by the Government of Ontario; and

- (b) An additional amount provided directly to FNCFS Agencies by ISC equal to:
 - (i) In fiscal year 2026-2027, actual expenditures that were funded directly by ISC and incurred by FNCFS Agencies in Ontario for intake and investigation, legal fees, and building repairs for fiscal year 2022-2023, adjusted for inflation and population growth between March 31, 2023 and March 31, 2026;
 - (ii) In fiscal years subsequent to fiscal year 2026-2027, the amount in (i) upwardly adjusted for inflation and population growth, and not reduced.

Top-up Funding for Information Technology, Results, and Emergency

- 19. Funding for information technology shall be equal to 6% of annual Baseline Funding. This funding shall support information technology needs related to the implementation of the Reformed FNCFS Program. This funding shall be upwardly adjusted in the manner set out in paragraph 33 and Appendix 10 to account for the increased costs of delivering services in remote communities.
- 20. Funding for results shall be equal to 5% of annual Baseline Funding. This funding shall support the implementation of the performance measurement framework and related indicators as outlined in paragraph 78 and Appendix 2 and in paragraph 113, most notably for capturing and reporting data related to First Nations well-being. This funding shall be upwardly adjusted in the manner set out in paragraph 33 and Appendix 10 to account for the increased costs of delivering services in remote communities.
- 21. Funding for emergency shall be equal to 2% of annual Baseline Funding. This funding shall support responses to unanticipated circumstances affecting or related to the provision of the Reformed FNCFS Program. This funding shall be upwardly adjusted in the manner set out in paragraph 33 and Appendix 10 to account for the increased costs of delivering services in remote communities.

Household Supports Funding

22. Funding for household supports shall be \$5.3 million in fiscal year 2025-2026, subject to paragraph 54(c). In subsequent years, funding for household supports shall be \$5.3 million, adjusted for inflation. This funding shall support First Nations in meeting the basic needs of families, particularly those needs that, if left unmet, could lead to children being placed in care. This funding shall be upwardly adjusted in the manner set out in paragraph 33 and Appendix 10 to account for the increased costs of delivering services in remote communities.

Prevention Funding

23. Total funding for prevention services in fiscal year 2025-2026 shall be calculated by multiplying the amount of \$2,655.62 by the total population of all First Nations in Ontario eligible to receive funding under the Reformed FNCFS Program, according to the approach for determining population as set out in paragraph 36, plus the amount necessary to provide to each First Nation a minimum of \$75,000. These amounts shall be adjusted for inflation in subsequent years. This funding shall be upwardly adjusted in the manner set out in paragraph 33 and Appendix 10 to account for the increased costs of delivering services in remote communities, subject to the transition provisions for fiscal year 2025-2026 set out in paragraph 54(h).
24. The prevention funding attributable to an individual First Nation shall be calculated by multiplying its population as set out in paragraph 36 by the per capita amount for the applicable fiscal year.

First Nation Representative Services Funding

25. First Nation Representatives are advocates for First Nations in matters relating to the delivery of services to their citizens by a child welfare agency. The roles and responsibilities of First Nation Representatives are defined by the First Nation, considering the unique needs of its citizens and the duties of such representatives as provided for in applicable provincial and federal child welfare legislation. First Nations Representative Services funding is intended to:

- (a) support the cultural needs of First Nations children, youth, and families;
 - (b) support connecting First Nations children, youth, and families with the lands, languages, cultures, practices, customs, traditions, ceremonies and knowledge of their First Nation and helping families access supports;
 - (c) support repatriation of children to their communities; and
 - (d) ensure that the rights of First Nations children and youth and the rights of First Nations are respected in the child and family services system.
26. In fiscal year 2026-2027, ISC shall provide funding such that each First Nation is funded for First Nation Representative Services at its highest annual amount of First Nation Representative Services funding received over five fiscal years, from fiscal year 2019-2020 to fiscal year 2023-2024, adjusted for inflation and population growth between March 31 of the applicable fiscal year and March 31, 2026. In subsequent years of the Initial Funding Period, ISC shall provide funding for First Nation Representative Services to each First Nation in Ontario equal to funding in the preceding year, adjusted for inflation and population growth. This funding shall be upwardly adjusted in the manner set out in paragraph 33 and Appendix 10 to account for the increased costs of delivering services in remote communities.

FNCFS Capital Funding

27. In the Initial Funding Period, ISC shall provide up to \$264.1 million to First Nations and FNCFS Service Providers in Ontario for capital assets that support the delivery of the Reformed FNCFS Program's funded services and activities. ISC shall make such funding available to support needs assessments and feasibility studies, the purchase and construction of capital assets, the repair and renovation of existing buildings, and the lifecycle costs of owned assets.

Post-Majority Support Services Funding

28. In the Initial Funding Period, ISC shall provide \$134.8 million for post-majority support services to support First Nations youth aging out of care and young adults formerly in care in the transition to adulthood and independence.
29. Eligible recipients of these services are First Nations youth aging out of care and young adults formerly in care who:
 - (a) were ordinarily resident on reserve in Ontario at the time they were taken into care, regardless of where they were placed in care;
 - (b) are now ordinarily resident on reserve in Ontario; or
 - (c) are taking active steps to reside on reserve in Ontario.
30. Recipients are eligible up to their 26th birthday or to the applicable age if defined in the *Child, Youth and Family Services Act, 2017*, SO, 2017 c. 14 or successor legislation, whichever is greater.
31. Canada shall not:
 - (a) require First Nations to confirm that an eligible youth or young adult has sought funding or support from other sources before providing post-majority support services to the youth or young adult; or
 - (b) prohibit First Nations from providing funding or support to an eligible youth or young adult in relation to a particular activity because that youth or young adult is receiving other funding or support in relation to that activity, provided that the sum of the funding provided by the First Nation and the other funding or support is no more than 100% of the activity's total cost.
32. The amount in paragraph 28 includes an amount for inflation and shall not be further adjusted for inflation. However, starting on the Effective Date, this amount shall be upwardly adjusted in the manner set out in paragraph 33 and Appendix 10 to account for the increased costs of delivering services in remote communities.

Remoteness Adjustment Funding

33. Where a First Nation's 2021 Index of Remoteness score is 0.40 or greater, ISC shall upwardly adjust the funding of the First Nation and/or its affiliated FNCFS Agency for those components of the Reformed FNCFS Funding Approach that are to be adjusted for remoteness. ISC shall use the RQAF to make that adjustment. The calculation for the adjustment is detailed in Appendix 10.

Insurance Premiums for First Nations and FNCFS Service Providers

34. In addition to other eligible expenses, insurance premiums for First Nations and FNCFS Service Providers shall be an eligible expense for funding provided under the Reformed FNCFS Funding Approach.

Inflation

35. The components of the Reformed FNCFS Funding Approach which are to be adjusted for inflation shall be upwardly adjusted in November of each year, in accordance with the "All-items Consumer Price Index (CPI)" measured over the twelve-month period ending September 30 of that year. For clarity, the inflation adjustment for a component in any fiscal year shall be made based on the previous fiscal year's funding for that component, including prior inflation adjustments. In no event shall any such adjustment be less than zero.

Population

36. For the components of the Reformed FNCFS Funding Approach which under this Final Agreement are to be adjusted for population or to be calculated on a per capita basis, the population of a First Nation shall be the First Nation's population on-reserve or on Crown land and shall be drawn from the Indian Registration System, as of September 30 of the fiscal year preceding the fiscal year in respect to which the population adjustment will apply.
37. Where a component of the Reformed FNCFS Funding Approach is to be adjusted for population but is not calculated on a per capita basis, funding shall be adjusted annually by an amount proportional to the previous fiscal year's change in the First Nation's or the FNCFS Agency's population. For

clarity, the previous fiscal year's change in population will be measured over a one-year period to September 30 of the fiscal year preceding the fiscal year in respect to which the population adjustment will apply.

38. For the purpose of an FNCFS Agency, population shall be the sum of the populations of the First Nations in Ontario to which it is affiliated.
39. Where the total population for the entire Reformed FNCFS Program in Ontario is to be determined, the population shall be the sum of the populations of the First Nations in Ontario eligible to receive funding under the Reformed FNCFS Program.
40. The approach to calculating population described herein may vary where a First Nation has a self-government agreement or a modern treaty.

B. Allocation

41. ISC shall allocate funding under the Reformed FNCFS Funding Approach between First Nations and FNCFS Agencies in a manner that respects the inherent and constitutional rights of First Nations in relation to child and family services.
42. The Parties intend the allocations set out in this section to encourage collaboration between First Nations and FNCFS Agencies, recognizing that child and family services is a space in which both First Nations and FNCFS Agencies are active and to which each brings unique strengths. Funding shall be provided with a view to First Nations and FNCFS Agencies working together to promote the holistic well-being of children and families.
43. Allocations to First Nations may be used to support First Nations in developing and delivering programs and services to children, youth, and families, in accordance with the terms of this Final Agreement.
44. Under the Reformed FNCFS Funding Approach, ISC shall provide funding to First Nations and FNCFS Agencies in accordance with the following:
 - (a) Baseline funding: FNCFS Agencies will receive Baseline Funding pursuant to paragraph 18(b). Notwithstanding paragraphs 18(b)(i) and 18(b)(ii), an FNCFS Agency's Baseline Funding may be reduced where

a First Nation has chosen to transition away from its affiliated FNCFS Agency further to paragraph 63.

Subject to possible reforms to the 1965 Agreement following the work outlined in Part V (G), the Government of Ontario will receive Baseline Funding pursuant to paragraph 18(a).

(b) Top-up funding:

- (i) ISC shall allocate all information technology funding to First Nations.
- (ii) ISC shall allocate all results funding to First Nations.
- (iii) ISC shall allocate 50% of the emergency funding to First Nations and 50% to FNCFS Agencies.
- (iv) For First Nations that are affiliated with an FNCFS Agency, ISC shall determine information technology, results, and emergency funding in fiscal year 2025-2026 as follows:
 - a. For each FNCFS Agency, estimate the share of its operations and maintenance funding provided by the Government of Ontario for fiscal year 2025-2026 that ISC will reimburse to the Government of Ontario under the 1965 Agreement;
 - b. Add to (a) the actuals funding for intake and investigations, legal fees, and building repairs that the FNCFS Agency received directly from ISC in fiscal year 2022-2023, adjusted for inflation and population growth between March 31, 2023 and March 31, 2026;
 - c. Applying the percentages in paragraphs 19, 20 and 21 to (b), determine the funding for information technology, results, and emergency associated with the FNCFS Agency; and
 - d. On a population-weighted basis, divide all of the information technology and results funding and 50% of the emergency funding in (c) among the First Nations affiliated with the

FNCFS Agency, and allocate the remaining 50% of the emergency funding to the FNCFS Agency.

- (v) In subsequent years, the information technology, results, and emergency funding of First Nations affiliated with an FNCFS Agency and the emergency funding of FNCFS Agencies shall be upwardly adjusted for inflation and population growth, and where applicable, remoteness, and shall not be reduced.
- (vi) For Non-Agency First Nations, ISC shall determine the information technology, results, and emergency funding in fiscal year 2025-2026 as follows:
 - a. Identify total operations and maintenance funding provided by the Government of Ontario for fiscal year 2025-2026 to child and family services agencies in Ontario that are not FNCFS Agencies, and estimate the share of that funding that ISC will reimburse to the Government of Ontario under the 1965 Agreement;
 - b. Applying the percentages in paragraphs 19, 20 and 21 to (a), determine the total funding for information technology, results, and emergency for Non-Agency First Nations in Ontario; and
 - c. Allocate (b) proportionally among Non-Agency First Nations in Ontario according to the population of those First Nations.
- (vii) In subsequent years, the information technology, results, and emergency funding of Non-Agency First Nations shall be upwardly adjusted for inflation and population growth, and where applicable, remoteness, and shall not be reduced.
- (c) Household supports funding: ISC shall allocate all funding for household supports to First Nations, calculating the amount of an individual First Nation's funding by taking the following steps:
 - (i) Multiply the individual First Nation's population, as outlined in paragraph 36, by the percentage of its population below the Low-Income Measure-After Tax (LIM-AT), such percentage

being drawn from 2021 Census data. For First Nations that are missing Census data, ISC shall impute the percentage from a nearby First Nation for whom data is available;

- (ii) Divide (i) by the total population below the LIM-AT of all First Nations in Ontario eligible to receive funding under the Reformed FNCFS Program;
- (iii) Multiply (ii) by the total annual funding for household supports.

(d) Prevention funding:

- (i) As of the Effective Date, a First Nation may give written notice directing ISC on the manner in which ISC shall allocate the prevention funding attributable to the First Nation. A First Nation may elect to receive all of the prevention funding attributable to it or may direct that any or all of its funding be directed to its affiliated FNCFS Agency.
- (ii) October 1, 2026 will be the earliest date on which ISC will implement a First Nation's direction. A First Nation's direction shall be implemented on October 1, 2026 if the Effective Date has occurred by April 1, 2026 and ISC has received a First Nation's written notice by April 1, 2026. A First Nation's direction implemented on October 1, 2026 will apply to prevention funding for the second half of fiscal year 2026-2027 and will not apply to prevention funding for the first half of that year.
- (iii) Except where it has implemented a First Nation's direction on October 1, 2026, ISC will implement such direction only on April 1st of a fiscal year. A First Nation must provide written notice to ISC advising of such a direction by the September 30 prior to the first fiscal year to which its direction is applicable. For clarity, a First Nation may give written notice only once the Effective Date has occurred. Once written notice is provided by the First Nation, the direction contained therein persists until further notice is given.

- (iv) Until and unless a First Nation provides written notice as described in (i), the approach to allocating prevention funding among First Nations and FNCFS Agencies for fiscal year 2025-2026 shall continue to apply.
- (v) For Non-Agency First Nations, the allocation of prevention funding is described in paragraph 62(a).
- (e) FNCFS capital funding:
 - (i) ISC shall administer the capital funding set out in paragraph 27 to support the delivery of the Reformed FNCFS Program's funded services and activities based on proposals for projects, as detailed in Appendix 11. First Nations and FNCFS Service Providers will be eligible to seek capital funding for projects. Such projects will be identified in a First Nation Infrastructure Investment Plan (FNIIP), an FNCFS Agency's child and community well-being plan as set out at paragraph 108, or another planning document specified by ISC.
 - (ii) ISC will assess, rank, and fund proposals based on such factors as the link between the proposed project and the Reformed FNCFS Program's funded services and activities and the availability of existing ISC-funded capital assets for use by the First Nation or FNCFS Service Provider.
 - (iii) ISC shall also administer the capital funding set out in paragraph 27 for the operation and maintenance of ISC-funded capital assets that support the delivery of the Reformed FNCFS Program's funded services and activities. ISC shall provide operation and maintenance funding for the Initial Funding Period according to a formula that considers the number of FNCFS capital assets to be maintained, the types of those assets, and differences in costs to maintain capital assets due to geographic location. ISC shall fund 100% of the operation and maintenance costs produced by the formula.

- (iv) ISC, with the advice of the Ontario Reform Implementation Committee, shall develop guidance documents to support First Nations and FNCFS Service Providers in seeking capital funding.
- (f) Post-majority support services funding:
 - (i) ISC shall allocate all funding for post-majority support services to First Nations. ISC shall calculate the amount of a specific First Nation's funding by taking the following steps:
 - a. Multiply 80% by the post-majority segment of the First Nation's population, where the First Nation's population is determined as set out in paragraph 36. The post-majority segment is the segment between the age at which a youth can voluntarily exit care and the age at which a young adult's eligibility for post-majority support services ends;
 - b. Estimate the number of individuals eligible for post-majority support services for the First Nation and in Ontario, and divide the First Nation's estimate by Ontario's estimate. The estimates are projections based on children in care data recorded in ISC's Information Management System / Data Management System;
 - c. Multiply (a) by 1 + (b);
 - d. Divide (c) by the sum of (c) for all First Nations in Ontario eligible to receive funding under the Reformed FNCFS Program;
 - e. Multiply \$75,000, adjusted for inflation, by the number of First Nations in Ontario eligible to receive funding under the Reformed FNCFS Program, and subtract that amount from the total annual funding available for post-majority support services;
 - f. Multiply (d) by the difference in (e);
 - g. Add \$75,000, adjusted for inflation, to (f).

- (ii) Canada shall provide \$3.375 million to COO over the Term of this Final Agreement to fund an initiative intended to support eligible First Nations youth and young adults in accessing information on post-majority support services.
 - (iii) ISC may seek authority to have any funding for such an initiative that remains unexpended at the end of the Initial Funding Period to be carried forward into the Second Funding Period. The Ontario Reform Implementation Committee shall consider any such funding carried forward into the Second Funding Period in its Initial Program Assessment Opinion.
- (g) First Nation Representative Services funding: ISC shall allocate all funding for First Nation Representative Services to First Nations.
- (h) Remoteness adjustment funding: ISC shall allocate remoteness adjustment funding proportionately among First Nations and FNCFS Agencies in accordance with the allocation of the funding to which the remoteness adjustment applies.

C. First Nations planning

45. No later than six months following the Effective Date, First Nations shall be required to provide ISC with a multi-year plan regarding the implementation of services it is funded for under the Reformed FNCFS Funding Approach, with the exception of FNCFS capital. A template plan for this purpose is attached at Appendix 4.
46. First Nations shall provide such a plan for the period ending March 31, 2029 and shall provide annual updates, as necessary.

D. Discussions on sub-regional modifications

47. The Parties acknowledge that a First Nation or a sub-regional organization may seek to discuss with Canada modifications to the Reformed FNCFS Program and the allocations thereunder, but Canada shall not be obligated to provide any additional funding to that First Nation or sub-regional organization beyond what is provided by the Reformed FNCFS Funding Approach.

E. FNCFS Funding Mechanism

48. ISC shall transfer funding to First Nations and FNCFS Service Providers through the FNCFS Funding Mechanism where First Nations or FNCFS Service Providers qualify for use of the FNCFS Funding Mechanism. Where a First Nation or FNCFS Service Provider does not qualify for the FNCFS Funding Mechanism, ISC shall transfer funding through the most flexible funding mechanism available under the Directive on Transfer Payments for which it is eligible. ISC shall work with the affected First Nation or FNCFS Service Provider to assist them in qualifying for the FNCFS Funding Mechanism.
49. Any risk assessment required to ensure a First Nation or FNCFS Service Provider qualifies for the FNCFS Funding Mechanism shall be completed in a manner that reflects the principles of this Final Agreement, emphasizes the First Nation's or FNCFS Service Provider's participation, and limits administrative and procedural barriers to the First Nation or FNCFS Service Provider in transitioning to the FNCFS Funding Mechanism.
50. The FNCFS Funding Mechanism will enable First Nations and FNCFS Service Providers to re-allocate funds across components of the Reformed FNCFS Program, and to carry forward unexpended funds for use in the following fiscal year, provided that that fiscal year is within the term of the First Nation's or FNCFS Service Provider's funding agreement. If necessary to expend unexpended funds and upon the acceptance of the First Nation's or FNCFS Service Provider's unexpended funding plan, ISC shall extend the term of the First Nation's or FNCFS Service Provider's funding agreement. For those First Nations and FNCFS Service Providers with unexpended funding from fiscal year 2025-2026 or prior fiscal years, Canada shall amend their funding agreements to allow for the expenditure of unexpended funding in fiscal year 2026-2027 and future fiscal years.
51. Notwithstanding paragraph 50, FNCFS Agencies shall not be permitted to re-allocate funds from prevention funding to protection, except to fund least disruptive measures.

52. In its funding agreements with First Nations and FNCFS Service Providers, ISC shall enable the transfer of funding provided pursuant to this Final Agreement between First Nations and their affiliated FNCFS Service Providers, in a manner compliant with the Directive on Transfer Payments. Such transfers shall be for the purpose of supporting activities funded under this Final Agreement. For greater clarity, ISC's funding agreements with FNCFS Agencies shall enable FNCFS Agencies to transfer funds to First Nations for the purpose of advancing the housing objectives in paragraph 82.
53. Any transfer of funding by a First Nation or FNCFS Service Provider pursuant to paragraph 52 of this section shall be subject to such First Nation or FNCFS Service Provider notifying ISC in writing and in advance of the intended transfer.

F. Transition to the Reformed FNCFS Funding Approach

April 1, 2025 to March 31, 2026

54. For fiscal year 2025-2026, ISC implemented the Reformed FNCFS Funding Approach as follows:
- (a) Operations and maintenance funding:
 - (i) FNCFS Agencies continue to have access to actuals for intake and investigations, legal fees, and building repairs for fiscal year 2025-2026.
 - (ii) The deadline for the submission of all claims related to fiscal year 2025-2026 operations and maintenance expenditures is September 20, 2026.
 - (iii) Commencing on April 1, 2026, FNCFS Agencies' access to the reimbursement of their actual costs for intake and investigations, legal fees and building repairs shall cease. ISC shall instead provide Baseline Funding, calculated as set out in paragraph 18(b)(i).
 - (b) Top-up funding for information technology, results, and emergency:
For fiscal year 2025-2026, ISC will allocate this funding following the

Effective Date. Funding will be prorated to the number of days between the Effective Date and March 31, 2026.

- (c) Household supports funding: For fiscal year 2025-2026, ISC will allocate this funding following the Effective Date. Funding will be prorated to the number of days between the Effective Date and March 31, 2026.
- (d) Prevention funding: For fiscal year 2025-2026, ISC has allocated prevention funding in accordance with an approach determined prior to the coming into effect of this Final Agreement.
- (e) First Nation Representative Services funding:
 - (i) For fiscal year 2025-2026, ISC has allocated funding for First Nation Representative Services in accordance with an approach determined prior to the coming into effect of this Final Agreement. Where a First Nation has expended 75% of First Nation Representative Services funding received for 2025-2026 and submitted a plan for expenditure of the remaining 25%, it may access funding at actual costs until March 31, 2026. The deadline for the submission of all claims related to 2025-2026 First Nation Representative Services expenditures is September 20, 2026.
 - (ii) Commencing on April 1, 2026, First Nations shall no longer have access to reimbursement of their actual costs for First Nation Representative Services. ISC shall instead provide funding for First Nation Representative Services in the manner set out in paragraph 26.
- (f) Capital funding:
 - (i) For fiscal year 2025-2026, until the Effective Date, ISC shall continue to reimburse First Nations and FNCFS Service Providers for the actual costs of capital projects that are approved by ISC under the 2021 CHRT 41 process.
 - (ii) Commencing on the Effective Date, ISC shall no longer accept funding requests under the 2021 CHRT 41 process. ISC shall

instead provide capital funding through the process described in paragraph 44(e).

- (iii) For clarity, ISC shall continue to apply the 2021 CHRT 41 approval process to capital funding requests that are received on or before the Effective Date. Requests received shall include requests that are paused or pending approval from ISC as of the Effective Date.
- (iv) For clarity, funding for requests that are approved after the Effective Date shall be provided from the amount in paragraph 27. Appendix 11 sets out additional details on which approval process will apply to a capital request or proposal and on the source of funding for an approved capital request or proposal.
- (g) Post-majority support services funding:
 - (i) For fiscal year 2025-2026, until the Effective Date, ISC shall continue to reimburse First Nations and FNCFS Service Providers for the actual costs of post-majority support services. The deadline for the submission of all claims for reimbursement of 2025-2026 post-majority support services expenditures is the Effective Date.
 - (ii) Commencing on the Effective Date, First Nations and FNCFS Service Providers shall no longer have access to reimbursement of their actual costs for post-majority support services. ISC shall instead provide funding for post-majority support services in the manner set out in paragraph 44(f). For clarity, for fiscal year 2025-2026, ISC shall provide \$28.2 million in the manner set out in paragraph 44(f), minus funding for post-majority support services provided at actual costs to First Nations in Ontario in fiscal year 2025-2026 and subject to the Effective Date having occurred in fiscal year 2025-2026. ISC shall provide individual First Nations with their allocation for fiscal year 2025-2026 minus funding provided to that First Nation at actual costs for fiscal year 2025-2026.

- (h) Remoteness adjustment funding:
- (i) For fiscal year 2025-2026, ISC has allocated remoteness adjustment funding with respect to prevention funding in accordance with the transitional approach agreed upon by the Parties prior to the coming into effect of this Final Agreement.
 - (ii) Following the Effective Date, ISC shall provide remoteness adjustment funding for fiscal year 2025-2026 with respect to results, information technology, emergency, and household supports funding in accordance with paragraph 33. Funding will be prorated to the number of days between the Effective Date and March 31, 2026.
 - (iii) ISC shall provide remoteness adjustment funding for fiscal year 2025-2026 with respect to post-majority support services funding provided after the Effective Date and in the manner set out in paragraph 44(f). For clarity, ISC shall not provide remoteness funding with respect to post-majority support services funding reimbursed at actual costs for fiscal year 2025-2026.
 - (iv) Due to the availability of reimbursement at actual costs for fiscal year 2025-2026, ISC shall not provide remoteness adjustment funding with respect to First Nations Representative Services funding for fiscal year 2025-2026.
 - (v) Commencing on April 1, 2026, ISC shall apply the remoteness adjustment to all funding components that are to be adjusted for remoteness in Part V (A).

April 1, 2026 Onward

55. As of April 1, 2026, the transition to the Reformed FNCFS Funding Approach shall be complete.

Support for First Nations and FNCFS Service Providers in the Transition to the Reformed FNCFS Funding Approach

56. ISC shall support First Nations and FNCFS Service Providers in the transition to the Reformed FNCFS Funding Approach, including by informing them as soon as reasonably possible about:
- (a) the Reformed FNCFS Funding Approach and its implementation requirements, including that of a co-developed child and community well-being plan as outlined in paragraphs 108 to 110 and of a First Nations plan as outlined at paragraph 45;
 - (b) the changes to funding agreements between ISC and First Nations and FNCFS Service Providers commencing in fiscal year 2026-2027, as provided for in Appendix 6;
 - (c) new and revised external guidelines to support the implementation of the Reformed FNCFS Funding Approach, including but not limited to implementation guides and revised Terms and Conditions; and
 - (d) reporting requirements commencing in fiscal year 2026-2027.

G. Reform of the 1965 Agreement

57. COO, NAN, and Canada shall continue to work together on an expedited basis to pursue reform of the 1965 Agreement with the Government of Ontario, recognizing that any change to the 1965 Agreement requires the participation and consent of the Government of Ontario.
58. As the 1965 Agreement outlines federal commitments for reimbursement of eligible services in provincial program areas beyond child and family services, COO, NAN, and Canada have concluded the Trilateral Agreement in Respect of Reforming the 1965 Agreement to guide their approach to 1965 Agreement reform.
59. The application of the Reformed FNCFS Funding Approach as it applies to FNCFS Agencies may change as a result of the reformed 1965 Agreement. Any such change may require amendment to this Final Agreement pursuant to paragraph 312.

H. Application of the 1965 Agreement

60. COO, NAN, and Canada do not intend for this Final Agreement to decrease any Government of Ontario funding for First Nations child and family services on reserve, including prevention. If the Government of Ontario decreases funding for First Nations child and family services, COO, NAN, and Canada shall consider the impact of that decrease as part of the next Program Assessment.
61. In the event that the funding made available by the Government of Ontario and Canada to FNCFS Agencies is limited in some way by the operation of the 1965 Agreement, that limitation shall be raised with the Government of Ontario in the discussions on 1965 Agreement reform.

I. Funding for Non-Agency First Nations

62. ISC provides funding to the Government of Ontario to provide protection services for Non-Agency First Nations. With respect to the allocation of funding under the Reformed FNCFS Funding Approach to an individual Non-Agency First Nation, ISC shall:
 - (a) Provide all prevention funding attributable to the Non-Agency First Nation to that First Nation;
 - (b) Provide all emergency funding determined as outlined in paragraph 44(b)(vi) to that First Nation; and
 - (c) Allocate all other funding in the same manner as ISC will use for First Nations affiliated with an FNCFS Agency.

J. New FNCFS Agencies and FNCFS Agency Transitions within the Reformed FNCFS Program

63. Upon receipt of written notice from a First Nation of its intention to transition its protection services from a child and family services agency in Ontario that is not an FNCFS Agency or from its currently affiliated FNCFS Agency to a new or existing FNCFS Agency, ISC shall fund and facilitate such a transition.
64. Where a First Nation transitions its protection services to a new FNCFS Agency, ISC's funding shall include reasonable start-up costs as determined

by ISC, following discussion amongst ISC, the First Nation, and the Government of Ontario, as applicable. ISC shall transfer funding provided directly by ISC to the First Nation's currently affiliated FNCFS Agency to the FNCFS Agency to which the First Nation has decided to transition.

65. ISC shall provide an FNCFS Agency with notice as specified in the funding agreement between Canada and the FNCFS Agency prior to changing the FNCFS Agency's funding due to a First Nation's transition away from the FNCFS Agency with respect to protection services. ISC shall meet with the First Nation and the FNCFS Agency from whom the First Nation is transitioning as soon as practical, for the purpose of considering options to minimize disruption to the FNCFS Agency's operations.

PART VI – THE REFORMED FNCFS FUNDING APPROACH: SECOND FUNDING PERIOD

66. ISC shall continue to administer the Reformed FNCFS Program in Ontario throughout the Second Funding Period.
67. For the Second Funding Period, ISC shall provide total annual funding for the Reformed FNCFS Program in Ontario of at least the amount of funding provided for the Reformed FNCFS Program in fiscal year 2028-2029. Following the Initial Program Assessment, the funding for the Second Funding Period may be upwardly adjusted further to the recommendations adopted by Canada or as reviewed by the Arbitral Tribunal or Appeal Tribunal further to paragraphs 205 and 206, or as otherwise subject to judicial review and any appeals thereof as set out in this Final Agreement.
68. ISC shall seek a mandate for the Second Funding Period in relation to the recommendations of the Ontario Reform Implementation Committee's Initial Program Assessment Opinion that it is prepared to recommend for adoption.
69. In addition to other eligible expenses, insurance premiums for First Nations and FNCFS Service Providers shall remain an eligible expense for funding provided under the Reformed FNCFS Program in the Second Funding Period.
70. For the purpose of the Second Funding Period, the Parties recognize the value of the First Nations census to be led by the First Nations Information

Governance Centre for potential use in estimating the on-reserve population of First Nations under the Reformed FNCFS Funding Approach.

71. In the Second Funding Period, Canada shall provide up to \$190.9 million to First Nations and FNCFS Service Providers for capital projects to support the delivery of First Nations child and family services on-reserve in Ontario. In addition to this amount, ISC may make available for capital projects any remaining uncommitted capital funding from the Initial Funding Period, subject to Parliamentary appropriation and relevant authorities.
72. In the Second Funding Period, Canada shall provide \$193.4 million for post-majority support services to support First Nations youth aging out of care and young adults formerly in care in the transition to adulthood and independence. The amount of \$193.4 million includes an amount for inflation and shall not be further adjusted for inflation.

PART VII – THE REFORMED FNCFS FUNDING APPROACH: FOLLOWING THE EXPIRY OF THE TERM OF THIS FINAL AGREEMENT

73. This Final Agreement expires on March 31, 2034.
74. Canada acknowledges its ongoing obligation to ensure that the discrimination found by the Tribunal has been eliminated and does not recur.
75. ISC shall engage with the Parties with respect to the recommendations of the Ontario Reform Implementation Committee following the Second Program Assessment to inform the design and/or development of the Reformed FNCFS Program, or successor program, which may take effect following the expiry of the Term of this Final Agreement.
76. In considering the Ontario Reform Implementation Committee’s Second Program Assessment Opinion, Canada shall consider the viability of embedding the Reformed FNCFS Funding Approach, and any recommended changes thereto, in legislation (i.e., Canada shall consider the viability of statutory funding).

PART VIII – MEASURING THE PERFORMANCE OF THE REFORMED FNCFS PROGRAM

77. The Parties anticipate that the Reformed FNCFS Program will result in an overall reduction of First Nations children coming into care over time. Obtaining standardized data on the efficacy of the Reformed FNCFS Program, on services provided to First Nations children under the Reformed FNCFS Program, and on the overall well-being of First Nations children, families, and communities will contribute to reporting to Parliament and Canadians on the outcomes of the Reformed FNCFS Program.
78. For the purpose of reporting to Parliament under the Reformed FNCFS Program, ISC shall analyze internal data to inform relevant immediate outcomes. ISC shall also require First Nations and FNCFS Service Providers to report on indicators directly related to their activities to advance the Reformed FNCFS Program's outcomes. ISC shall continue to work with partners to develop and improve the Reformed FNCFS Program's indicators. As a starting point, the indicators in Appendix 2 shall be used for the performance measurement of the Reformed FNCFS Program.
79. Where an FNCFS Service Provider is experiencing extraordinary circumstances beyond their control which adversely affects their ability to report under this Part, ISC shall work with the FNCFS Service Provider to develop a plan to fulfill its reporting requirements as expeditiously as possible.
80. To support monitoring related to Structural Drivers that lead children and families into contact with the child welfare system, Canada shall continue to report publicly through ISC's Departmental Results Report on indicators that are consistent with the Measuring to Thrive Framework. The areas of measurement on which Canada shall report will include rates of and/or access to:
- (a) Safe and suitable housing;
 - (b) Sufficient and safe water from source to tap;
 - (c) Family reunification;

- (d) Livable income; and
- (e) Mental health and specialized services within the community.

PART IX – HOUSING FUNDING

- 81. In fiscal years 2023-2024 and 2024-2025, Canada provided housing funding to First Nations in Ontario for the purpose set out in paragraph 82.
- 82. Canada shall provide funding in the amount of \$258.4 million over fiscal years 2025-2026, 2026-2027, and 2027-2028 to First Nations in Ontario to support the purchase, construction, and renovation of housing units in First Nations for the purposes of preventing First Nations children from being taken into care and of supporting reunification where housing is a barrier.
- 83. To determine the amount of housing funding to which an individual First Nation is entitled over those three fiscal years, ISC shall:
 - (a) Identify the population of the First Nation on reserve as indicated in the Indian Registration System as of December 31, 2023;
 - (b) Multiply the First Nation's population identified in (a) by:
 - (i) One (1) plus the First Nation's 2021 Index of Remoteness score; and by
 - (ii) One (1) plus the percentage of the First Nation's population living in an overcrowded dwelling, drawn from Census 2021 data. For First Nations that are missing Census data, ISC shall impute the percentage living in an overcrowded dwelling from a nearby First Nation for whom data is available;
 - (c) Divide (b) by the total population of First Nations eligible for housing funding as adjusted by the factors in (b);
 - (d) Subtract \$250,000 multiplied by the total number of First Nations eligible for housing funding from \$346.1 million (the total housing funding provided by Canada to First Nations in Ontario for the purpose set out in paragraph 82 between fiscal year 2024-2025 and fiscal year 2027-2028);
 - (e) Multiply (c) by (d);

- (f) Add \$250,000 to (e); and
- (g) Subtract from (f) the housing funding received by the First Nation in fiscal year 2024-2025 for the purpose set out in paragraph 82.

For illustrative purposes, an example has been attached at Appendix 9.

- 84. Within the term of their funding agreements, ISC shall allow First Nations to carry forward unexpended housing funding in a particular fiscal year to the following fiscal year, provided that that fiscal year is within the term of the First Nation's funding agreement. If necessary to expend unexpended housing funding and upon acceptance of the First Nation's unexpended funding plan, ISC shall extend the term of a First Nation's funding agreement.
- 85. First Nations shall report to ISC on the housing funding through established data collection tools, modified to reflect the purpose of this funding. Subject to conclusion of the information-sharing agreement set out in paragraph 92, ISC shall provide that data to the Ontario FNCFS Data Secretariat.

PART X – ONTARIO FNCFS DATA SECRETARIAT

- 86. ISC shall provide funding to COO in the amount of \$13.5 million over the Term to support the Ontario FNCFS Data Secretariat.

Establishment

- 87. COO and NAN shall select or establish an organization to act as the Ontario FNCFS Data Secretariat. In the case of selection, COO and NAN shall prioritize an organization, such as the Institute for Clinical Evaluative Sciences, which has demonstrated experience in data stewardship and analysis and in partnering with First Nations and First Nations organizations in relation to data projects.
- 88. The Ontario FNCFS Data Secretariat shall be independent from Canada.
- 89. To support COO in retaining an organization to act as the Ontario FNCFS Data Secretariat, ISC shall provide administrative assistance to COO. Such assistance shall not influence the selection of the organization to act as the Ontario FNCFS Data Secretariat or the manner in which COO will oversee the work of the Ontario FNCFS Data Secretariat.

Function

90. The Ontario FNCFS Data Secretariat shall be responsible for:
- (a) Establishing data-related priorities for the purposes of its data collection efforts and analysis;
 - (b) Acting as the central hub for all data activities;
 - (c) Implementing measures to facilitate its receipt of data;
 - (d) Working collaboratively with the Ontario Remoteness Secretariat;
 - (e) Synthesizing Ontario data and other relevant data to develop, support, or inform recommendations in relation to the implementation and efficacy of the Reformed FNCFS Program;
 - (f) Reporting findings, concerns, and/or recommendations to the Ontario Reform Implementation Committee in relation to the implementation and efficacy of the Reformed FNCFS Program; and
 - (g) Providing an annual written report to COO and NAN and making itself available for presentations at their assemblies when requested.

Data Inputs and Management

91. The Ontario FNCFS Data Secretariat will receive data directly from FNCFS Agencies and ISC, which shall include, but is not limited to, the following:
- (a) FNCFS Agencies shall provide data collected with respect to the community wellness indicators as provided for in paragraph 113, and may share their child and community wellbeing plans as provided for in paragraph 108 upon consent of the affiliated First Nations; and
 - (b) Subject to conclusion of the information-sharing agreement as described in paragraph 92, ISC shall provide performance data received from the Government of Ontario further to the 1965 Agreement, Ontario-specific data related to the preparation of ISC's Departmental Results Report and ISC's reporting to Parliament on the indicators described at paragraph 80, and data received from First Nations and/or FNCFS Service Providers in relation to the indicators and outcomes as provided in paragraphs 78 and 85.

92. To support the mandate of the Ontario FNCFS Data Secretariat in measuring First Nations child and family well-being in a holistic way, ISC shall make best efforts to conclude an umbrella information-sharing agreement with the Ontario FNCFS Data Secretariat in order to facilitate the access to and sharing of the data described in paragraph 91(b). The departmental data available to be shared would include Ontario-specific data on all the service areas identified in the ISC Departmental Results Framework. Subject to limitations outlined in paragraph 285, ISC and the Ontario FNCFS Data Secretariat shall seek to include access to individual-level data from the Indian Registration System in the information-sharing agreement.

PART XI – REMOTENESS RESEARCH AND RELATED ITEMS

Purpose

93. The purpose of this Part is to account for remoteness issues in Ontario, including the increased costs associated with remoteness, and to establish or continue processes for ISC to engage with representatives of remote First Nations in Ontario for that purpose. The increased costs associated with remoteness impact remote First Nations, the FNCFS Agencies that serve them, and the children, youth, and families of remote First Nations.
94. Notwithstanding the Ontario application of this agreement, the Parties recognize that research and collaboration with remote communities as well as organizations—nationally and internationally—may be utilized by the Parties to ensure evidence-based best practices are derived to address issues of remoteness in Ontario.

The NAN-Canada Remoteness Quotient Table

95. The Parties recognize the unique challenges and increased time and expense required to deliver child welfare services in remote communities. Canada and NAN shall continue the NAN-Canada Remoteness Quotient Table, where they will work collaboratively to address policy and technical issues of remoteness, including the increased costs associated with remoteness, in Ontario. Canada and NAN shall revise the Terms of Reference for the NAN-Canada Remoteness Quotient Table to reflect this Final Agreement.

96. The work of the NAN-Canada Remoteness Quotient Table will continue to be First Nations-sighted and evidence-based, and may include continuing the development of and updating the initial NAN-specific Remoteness Quotient work, the RQAF, and other NAN-specific approaches to addressing remoteness issues and accounting for the increased child and family services costs associated with remoteness that impact NAN First Nations and the FNCFS Agencies that serve them. The NAN-Canada Remoteness Quotient Table may also seek to collaborate with Statistics Canada to further develop the Index of Remoteness. It may also collaborate with organizations such as the First Nations Information Governance Centre that have expertise relevant to the modelling or measurement of program costs in NAN communities. For clarity, such work shall not involve ISC providing greater remoteness adjustment funding within the Initial Funding Period than that provided for in paragraph 33.
97. The Ontario Reform Implementation Committee shall consider input from the NAN-Canada Remoteness Quotient Table, including any modelling and research undertaken by the NAN-Canada Remoteness Quotient Table, with respect to how remoteness issues are addressed under the Reformed FNCFS Program in Ontario.

Ontario Remoteness Secretariat

98. The NAN-Canada Remoteness Quotient Table shall establish an Ontario Remoteness Secretariat, which will be a centre of expertise on the impacts of remoteness experienced by First Nations and FNCFS Agencies in Ontario. The incorporating documents of the Ontario Remoteness Secretariat will set out its governance structure.
99. The Ontario Remoteness Secretariat shall work collaboratively with the Ontario FNCFS Data Secretariat described in PART X – ONTARIO FNCFS DATA SECRETARIAT.
100. The Ontario Remoteness Secretariat shall be responsible for:
- (a) coordinating and supporting data collection, accumulation, analysis, and research efforts with respect to measurement, implications, and associated costs of remoteness in Ontario; and

- (b) sharing best practices and disseminating remoteness-related research and tools among First Nations and FNCFS Agencies in Ontario.
101. In this work, the Ontario Remoteness Secretariat may collaborate with agencies such as Statistics Canada, or organizations whose work includes Ontario such as the First Nations Information Governance Centre, insofar as they have expertise relevant to the costs of remoteness in Ontario.
102. The Ontario Remoteness Secretariat may inform input on remoteness issues provided by the NAN-Canada Remoteness Quotient Table to the Ontario Reform Implementation Committee.
103. If necessary, ISC shall make best efforts to negotiate an umbrella information-sharing agreement with the Ontario Remoteness Secretariat in order to facilitate the access to and sharing of ISC data related to the measurement of and adjustment of funding for remoteness in Ontario. The Ontario Remoteness Secretariat will facilitate the access to and sharing of child and family services data related to the measurement of and adjustment of funding for remoteness in Ontario with ISC and other agreed upon parties, such as Statistics Canada or the First Nations Governance Information Centre.
104. ISC shall provide \$13.5 million over the Term of this Final Agreement to support the NAN-Canada Remoteness Quotient Table and the Ontario Remoteness Secretariat, the allocation of which shall be determined at a later time.

PART XII – FIRST NATIONS EXERCISING INHERENT JURISDICTION OVER CHILD AND FAMILY SERVICES

105. For the purposes of this Part, the definition of First Nation in PART III – DEFINITIONS does not apply.
106. A First Nation in Ontario that is funded to exercise jurisdiction in the delivery of some or all aspects of child and family services pursuant to a self-government agreement, a treaty arrangement, a coordination agreement under *An Act respecting First Nations, Inuit and Métis children, youth and*

families, S.C. 2019, c. 24, or some alternative federal jurisdictional and funding process (“jurisdictional agreement”) shall not be offered less funding than what its entitlement would be for services funded under the Reformed FNCFS Funding Approach and covered by such jurisdictional agreement. Save for this Part, this Final Agreement shall not apply to these First Nations, except respecting services for which the First Nation continues to be funded under the Reformed FNCFS Program.

107. Where a First Nation in Ontario receives funding for services pursuant to a jurisdictional agreement, that First Nation and its affiliated FNCFS Service Providers shall not receive funding under the Reformed FNCFS Funding Approach for the services covered by the jurisdictional agreement. ISC shall transfer an amount equal to the funding that would otherwise be provided for such services out of the Reformed FNCFS Program. All funding commitments under this Final Agreement are subject to adjustment on this basis.

PART XIII – AGENCY ACCOUNTABILITY TO FIRST NATIONS IN RELATION TO THE REFORMED FNCFS PROGRAM

Planning

108. Accountability of FNCFS Agencies to the First Nations they serve is one of the principles of this Final Agreement. To uphold this principle, and through its funding agreements with FNCFS Agencies under the Reformed FNCFS Program, ISC shall require FNCFS Agencies to co-develop a single child and community well-being plan with its affiliated First Nation(s). The plan must be submitted no later than six months following the Effective Date, and extend until March 31, 2029, subject to annual updates, as necessary.
109. At least 90 days prior to the expiry of its child and community well-being plan, an FNCFS Agency shall submit a subsequent child and community well-being plan, co-developed with the First Nation(s) affiliated with that FNCFS Agency. Where the aforementioned deadlines are not met, ISC shall take any action available to ensure FNCFS Agency compliance.
110. A child and community well-being plan must incorporate:

- (a) planned activities and associated expenditures of the FNCFS Agency with respect to Baseline Funding, emergency funding, and prevention funding, if any, over the Initial Funding Period;
- (b) multi-year financial forecasts including unexpended funds and how they will be spent;
- (c) plans for the realization of performance targets set by its affiliated First Nations;
- (d) risk management strategies;
- (e) provisions for regular reporting by the FNCFS Agency to its affiliated First Nations, which shall include annual numbers of youth who are eligible for or will become eligible for post-majority services funding;
- (f) mechanisms to facilitate the sharing of information, to assist First Nations in the delivery of services under the Reformed FNCFS Program;
- (g) provisions that recognize and respect First Nations' delivery of First Nation Representative Services and post-majority support services;
- (h) an integrated approach to the delivery of prevention services as between the FNCFS Agency and its affiliated First Nations, which delineates their respective roles and ensures support to families and their communities in the provision of holistic wrap-around services; and
- (i) consideration for the supporting and complementary roles of the FNCFS Agency and its affiliated First Nations in the delivery of services under the Reformed FNCFS Program.

111. Through its funding agreements with FNCFS Agencies under the Reformed FNCFS Program, ISC shall require an FNCFS Agency to:

- (a) fund the co-development of its child and community well-being plans, including providing opportunities for the meaningful participation of its affiliated First Nation(s) in the co-development process; and
- (b) report to ISC and its affiliated First Nation(s) on the implementation of its child and community well-being plan(s) on an annual basis.

112. A First Nation may inform ISC of any concerns it has with its FNCFS Agency's compliance with the child and community well-being plan. ISC shall make the FNCFS Agency aware of the scope of the concerns and consider appropriate responses, which may include individual FNCFS Agency audits.

Community-Wellness Reporting

113. ISC's funding agreements with FNCFS Agencies under the Reformed FNCFS Program shall require FNCFS Agencies to collect data and report on indicators drawn from the Measuring to Thrive Framework. The intent of this data collection is to provide First Nations and FNCFS Agencies with a holistic vision of the people they serve and the context in which they operate to support enhanced decision-making. The indicators on which FNCFS Agencies shall collect data with respect to children placed in out-of-home care are as follows:

- (a) Knowledge of Indigenous languages;
- (b) Connection (access) to land;
- (c) Community-based activities;
- (d) Spirituality;
- (e) Family reunification;
- (f) Placement within community (kin and kith);
- (g) Stability (i.e. moves in care);
- (h) Incidence of abuse while child is in care;
- (i) Reason for entry;
- (j) Housing;
- (k) Reason for exit;
- (l) Time to exit;
- (m) Referrals to pre- and post-natal services
- (n) Referrals to medical services
- (o) Referrals to mental health services;

- (p) Referrals to substance misuse services;
 - (q) Referrals to family violence intervention services;
 - (r) Referrals to FNCFS prevention services;
 - (s) Early learning childhood education;
 - (t) Numeracy and literacy targets;
 - (u) Secondary education completion rate; and
 - (v) Post-secondary education aspirations.
114. The Ontario Reform Implementation Committee shall develop definitions of the indicators listed in paragraph 113 and determine the manner in which data to measure the indicators will be captured.
115. Through its funding agreements with FNCFS Agencies under the Reformed FNCFS Program, ISC shall require each FNCFS Agency to report annually to its affiliated First Nations and to the Ontario FNCFS Data Secretariat on the indicators provided for in paragraph 113.
116. In addition to this mandatory data collection, a First Nation may collaborate with its affiliated FNCFS Agency to collect data on additional well-being indicators to enhance its performance measurement. First Nations are encouraged to consider collecting community-level information in relation to the following indicators:
- (a) Availability of community-based services:
 - (i) pre- and post- natal services;
 - (ii) mental health services;
 - (iii) substance misuse services;
 - (iv) family violence intervention services;
 - (v) land-based activities;
 - (vi) cultural and spiritual events; and
 - (vii) FNCFS prevention services.
 - (b) Livable income and affordability:

- (i) percentage of households below Low-Income Measure-After Tax; and
 - (ii) percentage of households below the Market Basket Measure.
- (c) Education:
- (i) Availability of early childhood education;
 - (ii) Numeracy and literacy target rate (elementary/secondary);
 - (iii) Secondary school completion rate;
 - (iv) Access to post-secondary education; and
 - (v) Availability of First Nations language education.
- (d) Housing and water:
- (i) Housing in need of major repair;
 - (ii) Conditions of overcrowding; and
 - (iii) Homes with potable water from the tap.

117. First Nations may request advice and/or direction from the Ontario FNCFS Data Secretariat in relation to the collection of information on community-level indicators.

ISC Reporting on Compliance

118. ISC's funding agreements with FNCFS Service Providers under the Reformed FNCFS Program shall allow ISC to report to each First Nation on its affiliated FNCFS Agency's compliance with its funding agreement. ISC shall report on such compliance to a First Nation upon its request, or upon ISC's discovery of material non-compliance by its affiliated FNCFS Agency.

119. ISC's funding agreements shall also allow ISC to report to the Ontario Reform Implementation Committee on each FNCFS Agency's compliance with its funding agreements. ISC shall report quarterly to the Ontario Reform Implementation Committee on the compliance of FNCFS Agencies with their funding agreements and may consider any recommendations of the Ontario Reform Implementation Committee.

PART XIV – GOVERNANCE OF THE REFORMED FNCFS PROGRAM

A. Ontario Reform Implementation Committee

120. The Ontario Reform Implementation Committee shall oversee and monitor the implementation of the Reformed FNCFS Program in Ontario. The Ontario Reform Implementation Committee shall conduct such oversight and monitoring in accordance with the purpose and principles of this Final Agreement. Oversight and monitoring shall consider all reviews and processes established by this Final Agreement, including the Program Assessments as described in PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS, to inform the Ontario Reform Implementation Committee’s recommendations to Canada with respect to changes to the Reformed FNCFS Program.
121. The Ontario Reform Implementation Committee can at any time make recommendations in relation to the implementation of the Reformed FNCFS Program in Ontario, except regarding discipline or removal of ISC employees or officers. The Dispute Resolution Process under this Final Agreement, as described in PART XIX – DISPUTE RESOLUTION PROCESS, shall not be available with respect to any recommendations of the Ontario Reform Implementation Committee requiring amendment to this Final Agreement or significant structural change to the Reformed FNCFS Program, except where such recommendations are made by way of the Ontario Reform Implementation Committee’s Initial Program Assessment Opinion further to the requirements of paragraph 205.
122. The Ontario Reform Implementation Committee shall receive input, recommendations, and/or observations from the Parties, the following entities listed below, and any successors or additional entities constituted and/or unanimously endorsed by the Parties:
- (a) NAN-Canada Remoteness Quotient Table;
 - (b) Ontario Remoteness Secretariat;
 - (c) Ontario FNCFS Data Secretariat;

- (d) Systemic Review Committee; and
 - (e) Technical Advisory Committee.
123. The Ontario Reform Implementation Committee shall consist of eight (8) members. With respect to the composition of the Ontario Reform Implementation Committee, each Party shall appoint one (1) member. Five (5) at-large members will be appointed by Ontario Chiefs-in-Assembly. The Parties intend for at least one (1) of the at-large members to be a youth with lived experience of out-of-home care.
124. COO shall advise the Parties of the appointments made by the Ontario Chiefs-in-Assembly. The Parties and the Ontario Chiefs-in-Assembly shall seek to confirm the appointment of their members within sixty (60) days following the Effective Date. The failure to confirm the appointment of a member within this time frame shall not impede the operation of the Ontario Reform Implementation Committee.
125. The Ontario Reform Implementation Committee shall operate in accordance with the terms of reference attached to this Final Agreement as Appendix 7, as updated by the Parties from time to time.
126. The responsibilities of the Ontario Reform Implementation Committee will include:
- (a) Overseeing and monitoring the implementation of the Reformed FNCFS Program in Ontario and making related recommendations to Canada;
 - (b) Supporting the oversight of the Program Assessment Organization and preparing the Program Assessment Opinions and executive summaries for the Parties and the public;
 - (c) Receiving reports from the Ontario FNCFS Data Secretariat, NAN-Canada Remoteness Quotient Table, the Ontario Remoteness Secretariat, ISC, the Systemic Review Committee, and the Technical Advisory Committee in relation to the implementation and efficacy of the Reformed FNCFS Program;

- (d) Receiving regular updates from the NAN-Canada Remoteness Quotient Table on research with Statistics Canada to improve measurement of the remoteness of communities connected to the main road network by ferry; and
 - (e) Publishing an annual report on the progress of the implementation of this Final Agreement to be made available to the public, which shall be provided to the Parties prior to being released to the public.
127. Canada shall pay reasonable insurance costs for members of the Ontario Reform Implementation Committee in relation to their duties on that committee, and Canada releases and holds harmless the Ontario Reform Implementation Committee and its members and counsel from any and all claims, counterclaims, suits, actions, causes of action, demands, damages, penalties, injuries, setoffs, judgments, debts, costs, expenses (including legal fees and expenses), or other liabilities of every character whatsoever by any reason relating to the negotiation and implementation of this Final Agreement, except arising out of or resulting from fraud, and this Final Agreement shall be a complete defence.
128. Canada shall provide funding in the amount of up to \$17.4 million over the Term to support the reasonable costs, including the reasonable insurance costs, of the participation of members of the Ontario Reform Implementation Committee and members of the Technical Advisory Committee. The members of the Ontario Reform Implementation Committee and of the Technical Advisory Committee shall provide reasonably detailed invoicing on a quarterly basis setting out the activities with regard to their participation. Such funding shall include, but not be limited to, funding for experts from whom the Ontario Reform Implementation Committee may decide to seek input, as well as youth engagement. This funding is fixed for the Term, subject to review following the Initial Program Assessment. ISC shall provide secretariat support for the operation of the Ontario Reform Implementation Committee over the Term.

B. Systemic Review Committee

129. The Ontario Reform Implementation Committee shall establish a Systemic Review Committee as a subcommittee. The Ontario Reform Implementation Committee shall establish Terms of Reference for the Systemic Review Committee, reflecting the terms of this Part.
130. The Systemic Review Committee's function is to review and identify trends in:
- (a) Service Provider Funding Adjustment Requests received by ISC from First Nations and FNCFS Service Providers pursuant to paragraphs 166 and 167 and ISC's determinations of said requests; and
 - (b) Claimant Disputes delivered to Canada by Claimants in Ontario, Dispute Awards by the Arbitral Tribunal or Appeal Tribunal for Claimant Disputes, and appeal decisions related to Claimant Disputes of the Ontario Superior Court or other appellate courts pursuant to PART XIX – DISPUTE RESOLUTION PROCESS.
131. ISC shall provide the Systemic Review Committee with the information as set out at paragraph 130 on a quarterly basis.
132. The Systemic Review Committee shall review the information as set out at paragraph 130 and advise the Ontario Reform Implementation Committee of any trends of concern it finds and make recommendations to address and remedy any of its findings.

C. Technical Advisory Committee

133. The Ontario Reform Implementation Committee shall establish a Technical Advisory Committee as a subcommittee to provide technical advice on implementation of the Reformed FNCFS Program to the Ontario Reform Implementation Committee. In addition to providing technical advice, the Technical Advisory Committee shall develop and disseminate best practice guidelines, tools, and other operational supports to First Nations and FNCFS Service Providers to support delivery of child and family services.
134. The Ontario Reform Implementation Committee shall establish Terms of Reference for the Technical Advisory Committee, reflecting the terms of this

Part, and shall appoint its membership. Appointees shall possess relevant technical expertise. No member of the Ontario Reform Implementation Committee shall serve on the Technical Advisory Committee.

135. The Technical Advisory Committee shall facilitate the participation of First Nations youth currently and formerly in care in opportunities to advise on the implementation of the Reformed FNCFS Program.

PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS

A. Overview and Timeline

136. The Reformed FNCFS Program in Ontario shall be the subject of two Program Assessments.
137. The Program Assessments must be completed by the following deadlines:
- (a) For the Initial Program Assessment, March 31, 2028; and
 - (b) For the Second Program Assessment, March 31, 2033.
138. A summary of the timelines described in this Part is attached at Appendix 3.

B. Purposes and Scope of Program Assessments

139. The purposes of the Program Assessments are:
- (a) to review, evaluate, and document in reports the extent to which the Reformed FNCFS Program in Ontario:
 - (i) achieves progress toward the elimination of discrimination and prevention of its recurrence;
 - (ii) provides funding in a sufficient amount and in a manner that is consistent with the purposes and principles of this Final Agreement;
 - (iii) is effective and advances the outcomes of the Reformed FNCFS Program through analysis of data collected on the indicators detailed in Appendix 2;

- (iv) improves the well-being and advances the best interests of First Nations children, youth, and families; and
 - (b) to provide the Ontario Reform Implementation Committee with reports to consider when formulating its recommendations for program and/or funding changes for the Reformed FNCFS Program in Ontario in its Program Assessment Opinions.
- 140. The scope of the Program Assessments shall be defined by the Ontario Reform Implementation Committee and shall be consistent with the purposes and principles of this Final Agreement and shall include review of the entire Reformed FNCFS Program in Ontario. This shall include, but will not be limited to, the Reformed FNCFS Funding Approach and any related aspects, including funding levels, funding structures, funding allocations, policies, procedures, Terms and Conditions, reporting requirements, funding agreements, and practices.

C. Selection of the Program Assessment Organization

- 141. COO shall initiate a request for proposals to select and retain a Program Assessment Organization to conduct each of the Program Assessments, on the advice of the Ontario Reform Implementation Committee.
- 142. Each request for proposals shall include requirements that the Program Assessment Organization observe relevant and applicable ethical standards and, to the extent reasonably possible and consistent with the terms of this Final Agreement, respect the First Nations principles of Ownership, Control, Access, and Possession® (“OCAP®”) or similar data sovereignty frameworks.
- 143. On the advice of the Ontario Reform Implementation Committee, COO shall select an organization from among the bidders that:
 - (a) has relevant qualifications and demonstrated experience to perform program evaluations;
 - (b) is independent and free of conflicts of interest; and

- (c) is capable of meeting the budget and timeline requirements.
144. COO and the Ontario Reform Implementation Committee may prefer qualified bidders that are owned by or directed by First Nations people or that propose to employ First Nations people to conduct the Program Assessments.
145. On selection of a successful bidder by COO, Canada shall provide funding to COO through a contribution agreement for the proposed contract price, provided that the price of the contract is reasonable and acceptable to Canada. COO shall then contract with the successful bidder, subject to COO's internal policies.
146. To support COO in selecting and retaining the Program Assessment Organization(s) and in translating the executive summary of the Program Assessment Report, ISC shall provide administrative assistance to COO, as agreed to by Canada and COO. Such assistance shall not influence the choice of Program Assessment Organization or the manner in which COO will oversee the work of that Organization.

D. Oversight of the Program Assessments

147. COO shall oversee the Program Assessment Organization and, on the advice of the Ontario Reform Implementation Committee, may provide guidance on:
- (a) the design and methods of the Program Assessments;
 - (b) relevant information, research, reports, and experts; and
 - (c) the participation of First Nations service providers, knowledge holders, and experts in the Program Assessment process.

E. Program Assessment Method and Information Sharing

148. The Program Assessment Organization shall solicit and consider input from the following groups:
- (a) First Nations and FNCFS Service Providers;

- (b) the Government of Ontario;
- (c) the Parties;
- (d) the Ontario FNCFS Data Secretariat;
- (e) the NAN-Canada RQ Table and the Ontario Remoteness Secretariat;
and
- (f) other groups identified by COO, on the advice of the Ontario Reform Implementation Committee.

149. The Program Assessment Organization may also consider:

- (a) First Nations-defined indicators of poverty, including those currently being developed by the Assembly of First Nations;
- (b) Indicators of child and family well-being identified in the draft Ontario Special Study developed by COO;
- (c) research by the Ontario Remoteness Secretariat, Statistics Canada, and others on measuring remoteness and adjusting funding for remoteness, including research on measuring the remoteness of communities connected to the main road network by ferry;
- (d) any available results of the First Nations Information Governance Centre's planned longitudinal survey on the development and well-being of First Nations children, recognizing that significant results will not likely be available until the Second Program Assessment;
- (e) the progress of the First Nations Information Governance Centre with respect to the development of the First Nations census referred to in paragraph 70 and the merit of using that census within the Second Funding Period to estimate the on-reserve population of First Nations;
and
- (f) unexpended funds held by First Nations and FNCFS Service Providers.

150. Upon request by the Program Assessment Organization, the relevant Party or the Ontario Reform Implementation Committee shall provide the Program

Assessment Organization with timely access to all relevant data, information, reports, agreements, and other information in their possession, power, and control, as reasonably required to complete the Program Assessment.

F. Urgent Circumstances During the Program Assessment Process

151. During the Program Assessment process, the Program Assessment Organization shall notify COO, who shall in turn notify the Ontario Reform Implementation Committee, if an urgent need arises to address an aspect of the Reformed FNCFS Program that is adversely affecting the delivery of services to First Nations children, youth, and families. The Program Assessment Organization may provide a recommendation to address it.

G. Program Assessment Reports

152. The Program Assessment Organization shall deliver the Program Assessment Reports to COO according to the timelines found at Appendix 3.
153. Each Program Assessment Report shall provide the deliverables as set out in the request for proposals, but at a minimum shall:
 - (a) include an environmental scan of any relevant factors influencing the Reformed FNCFS Program, such as emerging evidence, legislation, the Structural Drivers, significant events, and technology;
 - (b) include a description of the Program Assessment design, methodology, and any limitations;
 - (c) where sufficient evidence is available, provide evidence-based recommendations about how Canada can improve the Reformed FNCFS Program in Ontario and remediate any shortcomings;
 - (d) identify if there are any priority recommendations that should be implemented immediately; and
 - (e) highlight any subregion-specific approaches or variations which may be required to achieve consistency with the purposes and principles of this Final Agreement.

154. The Program Assessment Organization shall also deliver to COO an executive summary of each Program Assessment Report, which shall include a summary of the recommendations.
155. COO may translate the executive summaries into any number of Indigenous languages on the advice of the Ontario Reform Implementation Committee, subject to available funding.
156. COO shall make the Program Assessment Reports and the executive summaries public.

H. Ontario Reform Implementation Committee's Program Assessment Opinions

157. COO shall distribute the Program Assessment Reports to the Ontario Reform Implementation Committee and to the Parties within fifteen (15) days of receipt from the Program Assessment Organization.
158. The Parties may provide any comments on the Program Assessment Reports to the Ontario Reform Implementation Committee within forty-five (45) days of receipt. The Ontario Reform Implementation Committee shall consider all such comments in formulating its recommendations to Canada.
159. The Ontario Reform Implementation Committee must deliver its Program Assessment Opinions to Canada and the other Parties by the following deadlines:
 - (a) For its Initial Program Assessment Opinion, June 30, 2028; and
 - (b) For its Second Program Assessment Opinion, June 30, 2033.
160. The Ontario Reform Implementation Committee's Program Assessment Opinions shall contain recommendations on the Reformed FNCFS Program in Ontario that are consistent with the purposes and principles of this Final Agreement. Such recommendations shall include, but not be limited to, those related to the Program Assessment Reports.

161. The Ontario Reform Implementation Committee's Program Assessment Opinions and any recommendations contained therein, including any recommendations to increase funding for subsequent fiscal years, shall be:
- (a) consistent with the purposes and principles of this Final Agreement;
 - (b) informed by and derived from the findings and recommendations in the Program Assessment Reports;
 - (c) reasonable and prudent in light of the evidence and the findings of the Program Assessment Opinion; and
 - (d) specific to the Reformed FNCFS Program in Ontario.
162. The Ontario Reform Implementation Committee shall make its Program Assessment Opinions and executive summaries thereof public, following receipt of Canada's response to the Program Assessment Opinions.

I. Canada's Response to the Ontario Reform Implementation Committee's Program Assessment Opinions

163. Within one-hundred and twenty (120) days of receiving the Ontario Reform Implementation Committee's Program Assessment Opinions, ISC shall:
- (a) review and consider the Program Assessment Report and the Program Assessment Opinion;
 - (b) in the spirit of a renewed nation-to-nation relationship, work with the Parties to co-develop policy recommendations that shall inform the options that ISC will bring forward for Canada's consideration; and
 - (c) provide the following to each Party and to the Ontario Reform Implementation Committee:
 - (i) written confirmation as to which of the recommendations of the Program Assessment Opinions Canada will accept and implement;
 - (ii) the timeline and anticipated implementation date for those recommendations of the Program Assessment Opinions accepted by Canada; and

- (iii) reasonably detailed written reasons in respect of any recommendation that Canada determines it shall not implement or any variation from a recommendation that Canada proposes to implement.
- 164. Canada shall make its responses to the Program Assessment Opinions public.
- 165. With respect to the Ontario Reform Implementation Committee's Initial Program Assessment Opinion, recommendations related to funding levels accepted by Canada shall be implemented no later than April 1, 2029. Canada shall implement other recommendations it has accepted as soon as practicable and appropriate in the circumstances, acting diligently and in good faith.

PART XVI – SERVICE PROVIDER FUNDING ADJUSTMENT REQUESTS

- 166. An FNCFS Service Provider may bring a Service Provider Funding Adjustment Request if it is unable within its current funding, for reasons beyond its reasonable control, to deliver services required by law or that are least disruptive measures, and eligible to be funded by the Reformed FNCFS Program.
- 167. A First Nation may bring a Service Provider Funding Adjustment Request if it is unable within its current funding, to provide prevention services which are adequate to respond to a prevention need created by an unforeseen event(s), beyond its reasonable control, not including reasonably foreseeable natural events or circumstances covered by other government programs or policies.
- 168. In order to avoid the duplication of least disruptive measures and prevention funding, where Service Provider Funding Adjustment Requests have been received from First Nations and FNCFS Service Providers in relation to the same event(s), requests by First Nations shall be prioritized.
- 169. "Current funding" in this Part includes unexpended funding from prior years with respect to which the First Nation or FNCFS Service Provider has not

submitted a spending plan to ISC but excludes prevention funding not available to be reallocated pursuant to paragraph 51. For clarity, an FNCFS Agency shall be required to expend their prevention funding before making a Service Provider Funding Adjustment Request for funding to deliver least disruptive measures.

170. A First Nation or FNCFS Service Provider initiates a Service Provider Funding Adjustment Request by sending written notice to ISC of the total amount of additional funding required by the First Nation or FNCFS Service Provider, the reason(s) the additional funding is required, the time(s) by which the additional funding is anticipated to be needed, and whether the funding is requested for one year or multiple years. In the case of a request by an FNCFS Agency, the request must be accompanied by evidence of written support of the leadership of the FNCFS Agency's affiliated First Nation(s) that are affected.
171. Where a First Nation or FNCFS Service Provider requests additional funding through a channel other than the process outlined in this Part, ISC shall refer the requestor to the Service Provider Funding Adjustment Request process.
172. Within fifteen (15) days of ISC's receipt of a Service Provider Funding Adjustment Request, ISC shall meet with the First Nation or FNCFS Service Provider regarding the request.
173. Within thirty (30) days of ISC meeting with the First Nation or FNCFS Service Provider and obtaining supporting documentation, ISC shall make a determination with respect to the Service Provider Funding Adjustment Request. If ISC has not made such a determination within the thirty (30) day period, the request shall be deemed to have been denied and the FNCFS Service Provider may access the Dispute Resolution Process for Claimant Disputes.
174. A First Nation or FNCFS Service Provider may request a funding adjustment on an urgent basis, if any delay in receiving a response would significantly impact on the health or safety of identified children, youth, and/or families. ISC shall take measures necessary to ensure the safety and well-being of

the identified children, youth, and/or families within five (5) days of receipt of such a request. If ISC has not made a determination with respect to the request within ten (10) days of receipt of the urgent request, the request shall be deemed to have been denied and the First Nation or FNCFS Service Provider may access the Dispute Resolution Process for Claimant Disputes.

PART XVII – CULTURAL HUMILITY TRAINING AND REFORM OF ISC AND SUCCESSOR DEPARTMENTS

175. ISC shall continue to require mandatory cultural humility training for all ISC employees that support implementation of this Final Agreement of at least fifteen (15) hours annually, and up to thirty (30) hours annually for those occupying management and executive level positions or those whose responsibilities require regular interactions with First Nations or their citizens. ISC shall make best efforts to encourage similar training for the employees of other Government of Canada entities that support implementation of this Final Agreement.
176. Within one hundred twenty (120) days following the Effective Date, ISC and the Ontario Reform Implementation Committee shall jointly develop and implement a trauma-informed and appropriate cultural humility training program for ISC employees that support implementation of this Final Agreement, which will include, but not be limited to, the following topics:
- (a) Truth-telling component on how Canada's past and contemporary actions impact First Nations children, youth, and families;
 - (b) The *United Nations Declaration on the Rights of Indigenous Peoples*;
 - (c) The reports of the Truth and Reconciliation Commission of Canada;
 - (d) The *United Nations Convention on the Rights of the Child*;
 - (e) First Nations' culture, worldview, and history;
 - (f) Factors causing over-representation of First Nations children in the child welfare system, including the intergenerational impacts of the Indian Residential School system, the Indian Day Schools, and the Sixties Scoop;

- (g) The findings of the Missing and Murdered Indigenous Women, Girls, and Two Spirit Inquiry, including impacts on First Nation families;
 - (h) Social movements such as Idle No More and Families of Sisters in Spirit;
 - (i) The history of the FNFCS Program, including the reviews and evaluations conducted from 2000 to 2011 and the Tribunal findings in the *First Nations Child & Family Caring Society of Canada et al. v. Attorney General of Canada (representing the Minister of Indigenous and Northern Affairs Canada)* proceedings; and
 - (j) The historical and contemporary social and economic conditions of remote First Nations.
177. Cultural humility training made available to ISC employees may include experiential learning, such as:
- (a) Elders' teachings and ceremonies;
 - (b) First Nations-led workshops, such as the *Touchstones of Hope* dialogue sessions;
 - (c) First Nations research seminars;
 - (d) Elders gatherings and First Nations assemblies; and
 - (e) Community visits, including learning about the lived realities of remote communities.
178. ISC shall track mandatory training for all employees that support implementation of this Final Agreement and include training commitments in the performance management agreements of all such employees.
179. ISC shall report the results of its internal tracking to the Ontario Reform Implementation Committee.
180. COO and NAN may continue to provide advice and guidance to ISC on the reform of ISC to prevent the recurrence of systemic discrimination with regard to the implementation of the FNCFS Program and the Reformed FNCFS Program in Ontario.

PART XVIII – INTERIM DISPUTE RESOLUTION PROCESS

181. This Interim Dispute Resolution Process is available only to the Parties.
182. For the purpose of this Interim Dispute Resolution Process, the Parties agree to be bound by the *Arbitration Act 1991*, S.O. 1991, c. 17.
183. The Interim Dispute Resolution Process will be in force and bind the Parties as of the date of signature of this Final Agreement by the Parties, notwithstanding the Effective Date. The Parties agree that this Part is an arbitration agreement for the purposes of the *Arbitration Act 1991*, S.O. 1991, c. 17 and the ADRIC Arbitration Rules.
184. In the period between the date of signature of this Final Agreement by the Parties and the Effective Date, the Interim Dispute Resolution Process may be used to resolve all disputes, controversies, disagreements, or claims of a Party that arise out of, relate to, or are in connection with the obligations, rights or responsibilities of any Party set out in this Final Agreement, including any question regarding the implementation, application, interpretation and/or breach of such obligations, rights or responsibilities.
185. The Parties agree that in the period between the date of signature of this Final Agreement by the Parties and the Effective Date, they will remit all disputes set out in paragraph 184 to final and binding arbitration under the ADRIC Arbitration Rules, subject to the modifications set out in this Part. There shall be no Appeal Tribunal in the Interim Dispute Resolution Process.
186. A Notice to Arbitrate under this Part must be delivered within sixty (60) days of a Party becoming aware of facts that give rise to the Dispute, otherwise the Party shall be deemed to have waived their right to have the Dispute heard.
187. An Answer to Notice under this Part must be delivered within thirty (30) days of the delivery of the Notice to Arbitrate.
188. The *IBA Rules on the Taking of Evidence in International Arbitration* (the “IBA Rules”) in force at the time of the execution of this Final Agreement apply to the Interim Dispute Resolution Process and shall replace the ADRIC Arbitration Rules to the extent of any conflict, except that Article 3 of such IBA Rules shall not apply.

189. The Parties may agree that the ADR Institute of Canada, Inc. (“ADRIC”) will administer an arbitration under this Part.
190. Canada shall bear the reasonable fees and expenses of an Arbitral Tribunal and the ADRIC administration service fees, if applicable.

PART XIX – DISPUTE RESOLUTION PROCESS

A. Overview

191. The Parties agree that the Dispute Resolution Process shall be subject to the *Arbitration Act, 1991*, S.O. 1991, c. 17.
192. All Disputes shall be resolved by final and binding arbitration.
193. The Parties agree this Part is an arbitration agreement between the Parties for the purposes of the *Arbitration Act, 1991*, S.O. 1991., c. 17 and the ADRIC Arbitration Rules.
194. The Dispute Resolution Process applies as of the Effective Date. Existing adjudication processes under the FNCFS Program available to First Nations and FNCFS Service Providers on the date of signature of this Final Agreement by the Parties shall continue until the Effective Date.
195. The Dispute Resolution Process is intended to resolve two types of disputes, as set out in this Part: Parties’ Disputes and Claimant Disputes.

Parties’ Disputes

196. A Parties’ Dispute is a dispute, controversy, disagreement, or claim of a Party that arises out of, relates to, or is in connection with:
- (a) this Final Agreement, including any question regarding its implementation, application, interpretation and/or breach, other than a Claimant Dispute;
 - (b) a decision by Canada as to whether or how any recommendations of the Ontario Reform Implementation Committee will be implemented;
 - (c) a disagreement between the Parties as to whether paragraph 302 applies so as to prevent COO or NAN from making submissions before the Tribunal.
197. A Parties’ Dispute does not include:

- (a) a dispute concerning Canada's decision about whether or how any recommendations contained in the Second Program Assessment Opinion will be implemented;
- (b) a claim that Canada has failed to obtain or advance the Funding Commitment set out in PART IV – FUNDING COMMITMENT, or any claim for breach of contract, action in tort or other claim that Canada has breached this Final Agreement by failing to approve the Final Agreement or by failing to obtain, appropriate, or make available to First Nations or FNCFS Service Providers the funding provided for in PART IV – FUNDING COMMITMENT of this Final Agreement;
- (c) a dispute concerning Canada's decision about whether or how to implement any recommendations from the Ontario Reform Implementation Committee that require an amendment to this Final Agreement; or
- (d) a dispute, controversy, disagreement, or claim of a Party that arises out of a fact situation occurring between the date of signature of this Final Agreement and the Effective Date or after the expiration or termination of this Final Agreement.

198. The Dispute Resolution Process is the exclusive procedure for resolving Parties' Disputes.

Claimant Disputes

199. A Claimant Dispute is a dispute, controversy, disagreement, or claim of a First Nation or FNCFS Service Provider which arises out of, relates to, or is in connection with:
- (a) the failure to advance the funding allocation of a particular First Nation or FNCFS Service Provider as set out in this Final Agreement;
 - (b) the accuracy of a First Nation's or FNCFS Service Provider's funding allocation provided under this Final Agreement;
 - (c) the entitlement of a First Nation or FNCFS Service Provider to be funded for any amount under this Final Agreement;

- (d) ISC's decision to deny (in whole or part) a First Nation's or FNCFS Service Provider's Service Provider Funding Adjustment Request; or
 - (e) ISC's decision to deny (in whole or part) a First Nation's or FNCFS Service Provider's FNCFS capital funding request or proposal.
200. A Claimant Dispute does not include a dispute, controversy, disagreement or claim of a First Nation or FNCFS Service Provider, including one of the nature listed in paragraph 199, where general damages, damages for discrimination, or punitive damages are sought, or where the First Nation or FNCFS Service Provider has not consented to resolve the Claimant Dispute by way of the Dispute Resolution Process for Claimant Disputes.
201. The Dispute Resolution Process for Claimant Disputes described in this Final Agreement is not intended to abrogate or derogate from a Claimant's rights provided for under the *Canadian Human Rights Act*, R.S.C., 1985, c. H-6.
202. A First Nation or FNCFS Service Provider is not obligated to resolve matters described in paragraph 199 by way of the Dispute Resolution Process for Claimant Disputes and may seek remedies to which it may be entitled for such matters in any way it chooses, including by pursuing a claim in a court of competent jurisdiction or under the *Canadian Human Rights Act*, R.S.C., 1985, c. H-6.
203. Claimant Disputes shall be resolved pursuant to the procedures set forth in this Part, which shall be the exclusive procedure for resolving a Claimant Dispute for any Claimant who has consented to the use of the Dispute Resolution Process for Claimant Disputes and entered into an Arbitration Agreement.

Jurisdiction of Arbitral Tribunal and Appeal Tribunal – Parties' Disputes

204. In considering a Parties' Dispute, an Arbitral Tribunal shall assess the reasonableness of Canada's decision that gave rise to the Parties' Dispute, considering only the materials that were before Canada's decision maker and the written reasons for decision, if any. Alternatively, where a Parties' Dispute arises but Canada has not made a decision to be reviewed, an Arbitral Tribunal shall consider the circumstances giving rise to the Parties' Dispute. In any Parties' Dispute, an Arbitral Tribunal has the jurisdiction to:

- (a) process, adjudicate, and resolve Disputes, including by making procedural and substantive decisions;
- (b) lengthen or shorten any time limit established by this Final Agreement; and
- (c) decide any procedural or evidentiary question arising during the hearing;
- (d) on request of a Party in a Dispute, order any Party to take any reasonable interim measure as the Arbitral Tribunal may consider necessary in respect of the subject matter of a Dispute;
- (e) order such remedies as are permitted under this Final Agreement, having regard to the parameters of the Dispute Resolution Process and the limitations and remedies set out at paragraphs 196, 197 and 211 of this Final Agreement;
- (f) order funding to a particular First Nation or FNCFS Service Provider as set out in this Final Agreement;
- (g) order that interest be paid on amounts ordered to be paid, on the same basis as in s. 31 of the *Crown Liability and Proceedings Act*, R.S.C., 1985, c. C-50; and
- (h) order Canada to pay a Party's legal costs on such terms as are just and in accordance with the Department of Justice's external agent counsel rates.

205. In a Parties' Dispute concerning Canada's decision about whether or how any recommendations contained in the Initial Program Assessment Opinion will be implemented, an Arbitral Tribunal shall assess the reasonableness of Canada's decision and may order any remedy that could at common law be awarded on judicial review, subject to the limitations contained in paragraph 211 of this Final Agreement. In conducting its review, the Arbitral Tribunal shall consider, among other factors:

- (a) whether the recommendations contained in the Initial Program Assessment Opinion are consistent with the principles and limitations in paragraphs 160 and 161 of this Final Agreement;

- (b) whether the recommendations contained in the Initial Program Assessment Opinion require an amendment to this Final Agreement;
 - (c) the Program Assessment Report; and
 - (d) Canada's reasons for its decision, if any.
206. An Appeal Tribunal, when reviewing the decision of an Arbitral Tribunal in a Parties' Dispute, shall conduct a *de novo* assessment of the reasonableness of Canada's decision that gave rise to the Parties' Dispute, based on the record before the Arbitral Tribunal and, where the context requires, the factors set out in paragraph 205 of this Final Agreement. An Appeal Tribunal has the same jurisdiction as an Arbitral Tribunal in relation to a Parties' Dispute, as set out in paragraph 204 of this Final Agreement, and in addition may uphold Canada's decision or substitute its own decision, subject to the limitations set out in paragraph 211 of this Final Agreement.

Jurisdiction of an Arbitral Tribunal and Appeal Tribunal – Claimant Disputes

207. In considering a Claimant Dispute, an Arbitral Tribunal shall conduct a review of Canada's decision giving rise to the Claimant Dispute, considering only the materials that were before Canada's decision maker and the written reasons for decision, if any.
208. Notwithstanding paragraph 207, an Arbitral Tribunal may also consider, as applicable:
- (a) the views of the Claimant and any associated First Nations;
 - (b) the legal traditions and protocols of the relevant First Nation;
 - (c) the circumstances of the individual First Nation;
 - (d) the urgency of the funding that is the subject of the Claimant Dispute; and
 - (e) any evidence not before the decision maker that is tendered by the parties to the Claimant Dispute and that the Arbitral Tribunal finds relevant and appropriate in the circumstances.
209. In considering a Claimant Dispute, an Arbitral Tribunal has the jurisdiction to:

- (a) process, adjudicate, and resolve Disputes, including by making procedural and substantive decisions;
- (b) lengthen or shorten any time limit established by this Final Agreement; and
- (c) decide any procedural or evidentiary question arising during the hearing;
- (d) on request of a Claimant or Canada, order any reasonable interim measure as the Arbitral Tribunal may consider necessary in respect of the subject matter of the Claimant Dispute;
- (e) order such remedies as are permitted under this Final Agreement, having regard to the parameters of the Dispute Resolution Process for Claimant Disputes and the limitations and remedies set out at paragraphs 199, 200 and 211 of this Final Agreement;
- (f) order funding to a particular First Nation or FNCFS Service Provider as set out in this Final Agreement;
- (g) order that interest be paid on amounts ordered to be paid, on the same basis as in s. 31 of the *Crown Liability and Proceedings Act*, R.S.C., 1985, c. C-50; and
- (h) order, at any time, Canada to pay a Claimant's legal costs for a lawyer of the Claimant's choosing to represent the Claimant at any stage of a Claimant Dispute, on terms as are just and in accordance with the Department of Justice's external agent counsel rates.

210. In a Claimant Dispute, an Appeal Tribunal shall conduct a *de novo* assessment of the reasonableness of Canada's decision that gave rise to the Claimant Dispute, based on the record before the Arbitral Tribunal and, where the context requires, the factors set out in paragraph 208 of this Final Agreement. An Appeal Tribunal has the same jurisdiction as an Arbitral Tribunal in relation to a Claimant Dispute as set out in paragraph 209 and in addition may uphold Canada's decision or substitute its own decision, subject to the limitations set out in paragraph 211 of this Final Agreement.

Limitations on Jurisdiction – Arbitral Tribunal and Appeal Tribunal in all Disputes

211. With respect to both Parties' Disputes and Claimant Disputes, an Arbitral Tribunal and an Appeal Tribunal do not have jurisdiction to:
- (a) amend any provision of this Final Agreement;
 - (b) award general damages, punitive damages, or damages for discrimination;
 - (c) determine a claim as described in paragraph 298 of this Final Agreement;
 - (d) expand the jurisdiction of an Arbitral Tribunal or an Appeal Tribunal;
 - (e) reduce the existing funding of any First Nation or FNCFS Service Provider or the funding entitlement of a First Nation or FNCFS Service Provider under this Final Agreement;
 - (f) reduce the level of the overall funding commitment provided for in paragraphs 5, 7 and 11 of this Final Agreement;
 - (g) make orders in the Claimant Dispute Process that require or result in systemic change;
 - (h) order Canada to fund new components of the Reformed FNCFS Funding Approach or increase funding for existing components of the Reformed FNCFS Funding Approach, unless otherwise set out in this Final Agreement; or
 - (i) introduce additional indexation factors (for example, new methods of calculating population growth or inflation).

B. Principles and Rules Applicable to Determination of Disputes

212. An Arbitral Tribunal shall decide all Disputes in accordance with this Final Agreement and in particular its purposes and principles.
213. An Arbitral Tribunal shall, in considering procedure for resolving a Dispute, proceed in a just, expeditious, and cost-effective manner, having regard to cultural appropriateness and as is appropriate in all the circumstances of the case.

214. All Disputes shall be resolved under the ADRIC Arbitration Rules in force at the time of the signing of this Final Agreement, as modified by this Final Agreement.
215. The Arbitral Tribunal is the master of its own proceedings, and will be guided by:
- (a) the ADRIC Arbitration Rules,
 - (b) the *IBA Rules on the Taking of Evidence in International Arbitration*, except Article 3,
 - (c) the advice of a Cultural Officer as appointed and whose duties are set out under this Final Agreement; and
 - (d) the Federal Court's Practice Guidelines For Aboriginal Law Proceedings April 2016, section D on Elder Evidence.
216. An Arbitral Tribunal may:
- (a) in the same manner and to the same extent as a superior court of record, summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce any documents and things that the Arbitral Tribunal considers necessary for the full hearing and consideration of the Dispute;
 - (b) administer oaths or affirmations and require a witness to testify under oath or affirmation;
 - (c) receive and accept any evidence and other information, whether on oath or by affidavit or otherwise, that the Arbitral Tribunal sees fit, whether or not that evidence or information is or would be admissible in a court of law.
217. An Arbitral Tribunal and Appeal Tribunal may not admit or accept as evidence anything that would be inadmissible in a court by reason of any privilege or confidence recognized by the common law or legislation, including those privileges and confidences set out in sections 37 through 39 of the *Canada Evidence Act*, R.S.C. 1985, c. C-5.

Posting of Information About the Dispute Resolution Process

218. The Parties agree that they will each make information about the Dispute Resolution Process publicly accessible, including at least the following information:
- (a) the address for service to serve a Notice to Arbitrate on Canada;
 - (b) the address for service to serve a Notice to Arbitrate on COO;
 - (c) the address for service to serve a Notice to Arbitrate on NAN;
 - (d) the contact information for Duty Counsel;
 - (e) the address to provide a copy of a Notice to Arbitrate to ORIC;
 - (f) a link to the ADRIC Arbitration Rules;
 - (g) a link to the *IBA Rules on Taking Evidence*;
 - (h) a link to the Federal Court Elder Evidence and Oral History Protocol;
and
 - (i) any forms required to be submitted in a Claimant Dispute, including the standard form Claimant Arbitration Agreement.
219. COO and NAN shall make the information set out in paragraph 218 publicly accessible by at least publishing it on their websites and any website devoted to the implementation of this Final Agreement.
220. Canada shall make the information set out in paragraph 218 available on ISC's website relating to this Final Agreement, in any correspondence with First Nations and FNCFS Service Providers concerning their funding allocations and capital project decisions, and on written request from a First Nation or an FNCFS Service Provider.

Disputes Delivered Prior to Expiry of Agreement

221. Where a Party or Claimant has delivered a Notice to Arbitrate prior to March 31, 2034, provided that the issues in dispute relate only to the period covered by this Final Agreement, the Dispute shall be decided in accordance with this Final Agreement, notwithstanding the expiry or termination of this Final Agreement, however caused.

Nature of Dispute Awards

222. A Dispute Award in a Parties' Dispute shall be binding on all Parties, regardless of whether the Party chose to participate in the arbitration of the Dispute.
223. A Dispute Award in a Claimant Dispute shall be binding on the Claimant and ISC.

Appeal to Superior Court of Justice

224. An Appeal Tribunal's Dispute Award shall be final and binding, unless it is set aside or varied by the Ontario Superior Court of Justice for reasons set out in the *Arbitration Act, 1991*, S.O. 1991., c. 17.
225. A Party or a Claimant may appeal, without leave, an Appeal Tribunal's Dispute Award to the Superior Court of Justice on a question of law or a question of mixed fact and law, but not on a question of fact.

Confidentiality

226. Notwithstanding the ADRIC Arbitration Rules, on application of a Party or a Claimant in a Dispute, an Arbitral Tribunal or Appeal Tribunal may order that all or some of an Arbitral Tribunal's procedures, hearings, and documents or interim orders and decisions shall remain strictly confidential between the Party or Claimant and Canada, as the case may be.
227. Unless otherwise ordered, all decisions of an Arbitral Tribunal or an Appeal Tribunal shall be made public in a manner that will be determined by the Parties within ninety (90) days of the Effective Date.

Language

228. The language of the Dispute Resolution Process for Parties' Disputes, including for hearings, documentation, and Dispute Awards, shall be English or French as selected by the Party who commenced the dispute.
229. The language of the Dispute Resolution Process for Claimant Disputes, including hearings, documentation, and Dispute Awards, shall be English, French, or an Indigenous language, where ordered by an Arbitral Tribunal or Appeal Tribunal.

Roster of Arbitrators

230. The Parties shall, as soon as reasonably possible and no later than ninety (90) days after the Effective Date, agree upon and maintain a Roster of Arbitrators who shall serve on Arbitral Tribunals and Appeal Tribunals.
231. If a Party or Parties refuses to participate in the selection of Arbitrators for the Roster of Arbitrators within the time established in paragraph 230 of this Final Agreement, then the Roster may be established by those Parties who do participate.
232. The Roster of Arbitrators shall be composed of a number of Arbitrators, but no fewer than six (6), necessary to ensure the timely arbitration of Disputes. Arbitrators may remain on the Roster until they remove themselves from the Roster or until otherwise removed.
233. The Parties shall endeavour to select Arbitrators to be named to the Roster of Arbitrators who:
 - (a) have expertise in the matters addressed by this Final Agreement; or
 - (b) have experience with First Nations government social programs, child welfare, and child well-being; or
 - (c) are practicing lawyers in good standing with a provincial or territorial governing body; or
 - (d) are practicing as arbitrators or adjudicators of administrative tribunals or other like bodies; or
 - (e) are retired judges or justices of the peace.
234. Within the Roster of Arbitrators, at least three (3) Arbitrators shall have a law degree.
235. The Parties shall aspire to gender parity and diversity in representation in the composition of the Roster of Arbitrators.
236. The Parties shall select Arbitrators for the Roster of Arbitrators with a preference in favour of Arbitrators who are recognized as citizens or members of a First Nation.

237. If a selected Arbitrator resigns from the Roster of Arbitrators or becomes unable to serve on the Roster of Arbitrators, a replacement Arbitrator shall be appointed by the Parties as soon as reasonably possible, following the procedure that was used in the appointment of the Arbitrator being replaced.
238. Canada shall enter into contractual arrangements with the appointed Arbitrators which will establish the terms of their payment once appointed.
239. Arbitrators shall be compensated at rates agreed to by the Parties.

Mandatory Training of Arbitrators

240. Any person selected for the Roster of Arbitrators must, before being named to an Arbitral Tribunal, demonstrate that they have completed at least one five (5) day / forty (40) hour professional development course in adjudication and arbitration, and have completed specialized cultural safety training to ensure that Claimant Disputes are dealt with in a respectful and culturally appropriate manner specific to First Nations.
241. The cost of the training and professional development, if incurred after the appointment to the Roster, shall be reimbursed by Canada, once successfully completed.

Dispute Resolution Process Administration

242. The Parties agree that they may use ADRIIC's administration services or may agree to an alternative way of administering the Dispute Resolution Process.

C. Dispute Resolution Procedures – All Disputes

243. A Party commences a Dispute by delivering a Notice to Arbitrate as prescribed in the ADRIIC Arbitration Rules, copying the chair of the ORIC.
244. A Party must deliver a Notice to Arbitrate within sixty (60) days of the Party becoming aware of the circumstances giving rise to the Parties' Dispute. Otherwise, the Party shall be deemed to have waived their right to have the Parties' Dispute heard.
245. The Parties shall agree to a standard Claimant Arbitration Agreement in a form to be agreed to by them no later than thirty (30) days after the Effective Date. The Claimant Arbitration Agreement shall mirror the elements of this

Dispute Resolution Process relating to Claimant Disputes, as set out in this Final Agreement. The standard Claimant Arbitration Agreement form shall be published in the manner specified at paragraph 218 of this Final Agreement.

246. A Claimant may commence a Claimant Dispute by delivering a Notice to Arbitrate and a signed Claimant Arbitration Agreement within ninety (90) days of the Claimant becoming aware of the circumstances giving rise to the Claimant Dispute. Otherwise, the Claimant shall be deemed to have waived its right to have its dispute heard under the Dispute Resolution Process for Claimant Disputes.
247. Where a Notice to Arbitrate and Arbitration Agreement, if applicable, is delivered by a Party or by a Claimant, Canada must deliver its Answer to Notice within thirty (30) days of delivery of the Notice to Arbitrate. In the case of a Claimant Dispute, Canada must also deliver a signed Claimant Arbitration Agreement with its Answer to Notice.
248. Where a Claimant delivers a Notice to Arbitrate without a signed Claimant Arbitration Agreement, the timelines for the procedure of the arbitration shall be paused until the Claimant has delivered the signed Claimant Arbitration Agreement.
249. If a Claimant delivers a Notice to Arbitrate containing a technical defect or the lack of Claimant Arbitration Agreement, Canada shall, within thirty (30) days, direct the Claimant to appropriate information about the delivery of Notices to Arbitrate and Claimant Arbitration Agreements, and may direct the Claimant to Duty Counsel.

Appointment of an Arbitral Tribunal or Appeal Tribunal

250. All Disputes shall be heard by a single Arbitrator at first instance.
251. Appeals shall be heard by an Appeal Tribunal of three Arbitrators.
252. Where ADRIC has been asked to appoint the Arbitral Tribunal, such Arbitrators shall only be selected or appointed according to the ADRIC arbitrator appointment protocol.

253. If an Arbitral Tribunal, Appeal Tribunal or a member thereof becomes incapable of serving while seized of a Dispute, the timeframes applicable to that Arbitral Tribunal's or Appeal Tribunal's proceedings in respect of any Dispute shall be suspended until a replacement Arbitral Tribunal or Appeal Tribunal is selected.
254. In the event that no Arbitrator or no sufficient number of Arbitrators from the Roster of Arbitrators is available, and if the parties to a Dispute cannot agree on the appointment of an Arbitral Tribunal or Appeal Tribunal from outside the Roster of Arbitrators on consent, then ADRIC may appoint an Arbitral Tribunal or Appeal Tribunal composed of Arbitrators who are not on the Roster of Arbitrators.

Exchange of Parties' Positions and Documents

255. An Arbitral Tribunal may allow a Party or a Claimant in a Dispute to amend or supplement their statements, including their "Initial Evidence" as defined in the ADRIC Arbitration Rules, having regard to:
- (a) any delay caused by making the amendment or supplement; and
 - (b) any prejudice suffered by the other parties to the Dispute.

Mediation

256. The parties to a Dispute may agree to enter into mediation at any time using a consensually selected mediator who may or may not be on the Roster of Arbitrators.
257. The mediator's reasonable fees and expenses shall be borne by Canada.

Manner of Proceedings

258. Unless the parties to a Dispute have agreed to proceed by way of written witness statements and argument, the Arbitral Tribunal shall convene an oral hearing.
259. Parties' Disputes are presumptively open to public attendance, however, an Arbitral Tribunal may order that all or part of a hearing be closed to the public, on request of a Party.

260. Claimants may request that a Claimant Dispute hearing be open to public attendance, however, an Arbitral Tribunal may order that all or part of a hearing be closed to the public, on request a Claimant or Canada.
261. An Arbitral Tribunal shall strive to schedule hearings to be held on consecutive days until completion, taking into account schedules, witness availability, and need for preparation time.

Default of a Party or Claimant

262. If, without explanation, any party to a Dispute fails to meet a timeline established by the ADRIC Arbitration Rules or by the Arbitral Tribunal's procedural order for taking a step in the Dispute Resolution Process, the Arbitral Tribunal may make an order that the party to the Dispute has foregone their opportunity to do so and may make such order as it deems fit.
263. Before making an order further to a default of a party to a Dispute, the Arbitral Tribunal shall give all parties to the Dispute written notice providing an opportunity to provide an explanation and may permit a party to a Dispute to cure its default on such terms as are just.
264. If, without showing sufficient cause or confirming that it will not tender evidence, a party to a Dispute fails to appear at the hearing or to produce documentary evidence, the Arbitral Tribunal may continue the proceedings and make a Dispute Award on the evidence before it.

Dispute Awards

265. An Appeal Tribunal Dispute Award shall be made by a majority.
266. A Dispute Award shall be made in writing and shall state the reasons upon which it is based.
267. The Arbitral Tribunal or Appeal Tribunal may, on its own initiative, correct any clerical error, typographical error, or make a similar amendment to a Dispute Award, within thirty (30) days after the date of the Dispute Award.

D. Procedures Specific to the Dispute Resolution Process for Claimant Disputes

Shared Objectives

268. To the greatest extent possible, the Parties recognize the following principles:
- (a) Claimant Disputes should be resolved in a reasonable, collaborative, and informal atmosphere;
 - (b) Claimant Disputes should be heard in a location and manner that is convenient for the Claimant, including online or within the community of the Claimant;
 - (c) Claimant Disputes should be resolved in a manner that is respectful of the Claimant's community and culture;
 - (d) the Dispute Resolution Process should be accessible to Claimants; and
 - (e) First Nations legal traditions and principles may inform the resolution of Claimant Disputes, recognizing and respecting the diversity among First Nations.

Duty Counsel

269. The Parties shall, within ninety (90) days of the Effective Date, establish a roster of Duty Counsel to assist Claimants with providing information and to provide independent legal advice and assistance with Claimant Disputes. Canada shall enter into contractual arrangements with the appointed Duty Counsel which will establish the terms of their engagement, which shall be consistent with the terms contained in paragraph 271 of this Final Agreement.
270. Duty Counsel shall be paid by Canada in accordance with the Department of Justice external agent counsel rates.
271. Duty Counsel are independent from ISC and Canada and shall assist Claimants with understanding and accessing the Dispute Resolution Process for Claimant Disputes and bringing their case before the Arbitral Tribunal, including helping Claimants complete forms, collect documents for

their hearings, understand their right to seek an appeal or judicial review and such other tasks or support as required to assist the Claimant, not including representing the Claimant before the Arbitral Tribunal.

Claimant Participation Costs and Legal Fees

272. Where a Claimant retains a lawyer to assist them with a Claimant Dispute, a Claimant may seek an order from the Arbitral Tribunal that Canada shall pay the fees of a lawyer retained to assist them with a Claimant Dispute on the same basis as Duty Counsel's fees and expenses.

Proactive Information Sharing – Duty Counsel

273. When requested to, or when notified by a Claimant that they may or intend to deliver to Canada a Claimant Dispute, Canada's officials shall provide the First Nation or FNCFS Service Provider with contact information for Duty Counsel.

Intervention by a Party

274. A Party may bring a motion to intervene in a Claimant Dispute, and the Arbitral Tribunal shall determine whether the intervention will be allowed, after hearing submissions from the Claimant, ISC, and the proposed intervenor on such terms as are just.

Participation of Cultural Officer

275. The Parties shall, within ninety (90) days of the Effective Date, establish a roster of Cultural Officers whose role it is to provide information and advice to the Arbitral Tribunal about culturally appropriate resolution of Claimant Disputes. Canada shall enter into contractual arrangements with the appointed Cultural Officers which will establish the terms of their payment.
276. Cultural Officers shall be paid by Canada at reasonable rates to be negotiated with Canada.
277. Cultural Officers are independent from the Parties and shall advise the Arbitral Tribunal or Appeal Tribunal.

278. In every Claimant Dispute, the Arbitral Tribunal shall ask a Claimant if the Claimant wishes to have a Cultural Officer retained.
279. The Cultural Officer shall make their recommendations in advance of the pre-hearing and may make further recommendations at any other time.
280. The Cultural Officer may consider, among other things:
- (a) any requests of the Claimant;
 - (b) the Indigenous legal traditions and protocols identified by the Claimant; and
 - (c) any culturally rooted procedures that may promote access to justice for the Claimant and ensure substantive equality and fairness.
281. The Cultural Officer may:
- (a) recommend that a representative knowledge keeper or elder sit with the Arbitral Tribunal to provide guidance on legal traditions and protocols without the need to qualify them as an expert witness;
 - (b) recommend procedures for use by the Arbitral Tribunal to incorporate legal traditions and protocols for use during the hearing of the Claimant Dispute;
 - (c) request that the Claimant be permitted to bring a Party or other support person to attend at any aspect of the Dispute Resolution Process;
 - (d) request that proceedings be conducted in an Indigenous language;
 - (e) request that proceedings be conducted orally or in writing; and
 - (f) request that proceedings be open or closed to the public and that aspects of the proceeding be anonymized or confidential.
282. Any such recommendations or requests in paragraph 281 are subject to the sole discretion of Arbitral Tribunal, after hearing submissions on the question.

Expert Appointed by Arbitral Tribunal

283. On its own initiative, an Arbitral Tribunal may seek representations from the Claimant and from ISC concerning a proposal by the Arbitral Tribunal to appoint one or more independent experts to report to the Arbitral Tribunal on specific issues to be determined by the Arbitral Tribunal, after which the Arbitral Tribunal may appoint one or more independent experts to report on specific issues, in the manner set out by the ADRIC Arbitration Rules.

Expenses of Arbitral Tribunal, Appeal Tribunal and Related

284. The fees for administration services provided by ADRIC, and the reasonable expenses of the Arbitral Tribunal and Appeal Tribunal, including the cost of retaining experts, shall be borne by Canada.

PART XX – INFORMATION SHARING AND PRIVACY

285. The Parties and this Final Agreement are subject to federal, provincial, and regional laws and regulations, including privacy laws. Each Party shall be required to perform its obligations under this Final Agreement related to information sharing only to the extent permitted by such laws and only to the extent that the disclosure of said information is not protected by legislation or relevant privileges or otherwise prohibited by a legal, contractual, or fiduciary obligation.

PART XXI – ENTIRE AGREEMENT

286. This Final Agreement, including all appendices, constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings and agreements between the Parties, including the Agreement-in-Principle and the Consultation Protocol for the Consultation Committee on Child Welfare. Other than the agreement referred to in paragraph 58, there are no representations, warranties, terms, conditions, undertakings, covenants, or collateral agreements, express, implied, or statutory between the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Final Agreement.

PART XXII – CONFIDENTIALITY AND RETENTION

287. Any information provided, created, or obtained in the course of implementing this Final Agreement shall be kept confidential and shall not be used for any purpose other than as set out in this Final Agreement, unless otherwise agreed by the Parties or as required by law.
288. The Parties shall determine whether and how to retain documents beyond the expiry date of this Final Agreement where documents are produced or created by a committee established under this Final Agreement, where such documents are not subject to the *Library and Archives of Canada Act* or other such applicable legislation.
289. Save as may otherwise be agreed between the Parties, the undertaking of confidentiality which applies to the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to the Agreement-in-Principle and this Final Agreement continues in force. The Parties expressly agree that the Agreement-in-Principle and the materials and discussions related to it are inadmissible as evidence to determine the meaning and scope of this Final Agreement, which supersedes the Agreement-in-Principle.

PART XXIII – TERMINATION OF AGREEMENT

290. This Final Agreement shall be in full force and effect from the Effective Date until expiry of the Term on March 31, 2034.
291. Notwithstanding any other provision in this Final Agreement, the following provisions shall survive the termination of this Final Agreement:
- (a) paragraphs 74 to 76 of PART VII – THE REFORMED FNCFS FUNDING APPROACH: FOLLOWING THE EXPIRY OF THE TERM OF THIS FINAL AGREEMENT;
 - (b) PART XIX – DISPUTE RESOLUTION PROCESS in so far as it is required to continue to operate and be funded to do so pursuant to paragraph 221, which details the determination of Disputes delivered prior to the expiry of this Final Agreement; and
 - (c)

(d) PART XXII – CONFIDENTIALITY AND RETENTION.

PART XXIV – TRIBUNAL APPROVAL, FUNDING OF LEGAL COSTS, AND EFFECTIVE DATE

Tribunal Approval

292. On initialling of this Final Agreement by the Parties’ negotiators, all Parties agree to submit this Final Agreement to undergo each Party’s internal approval process. If all Parties finally approve and sign this Final Agreement, the Parties shall make best efforts to procure the approval of this Final Agreement by the Tribunal or, as necessary, the Federal Court or further appellate courts.

Funding of Legal Costs

293. Until the Effective Date, ISC shall reimburse COO and NAN for reasonable legal costs related to supporting the approvals set out in paragraph 292. Following the Effective Date, ISC shall no longer reimburse COO and NAN for legal costs in relation to this Final Agreement.

Effective Date

294. This Final Agreement is conditional upon the Tribunal approving the Final Agreement without conditions and ending its jurisdiction over the Complaint and all associated proceedings in Ontario save for those proceedings related to Jordan’s Principle, and upon the Tribunal ordering that the terms of this Final Agreement supersede and replace all orders of the Tribunal related to the discrimination found by the Tribunal concerning the FNCFS Program in Ontario and the 1965 Agreement. This condition will be satisfied and the Final Agreement will become effective on the “Effective Date”, which is defined above as the latest of the following dates should they occur:

- (a) Sixty days after the date upon which the Tribunal issues an order that it is ending its remedial jurisdiction over the Complaint and all associated proceedings in Ontario save for those proceedings related to Jordan’s Principle, and that the terms of this Final Agreement supersede and replace all orders of the Tribunal related to the

discrimination found by the Tribunal concerning the FNCFS Program in Ontario and the 1965 Agreement; but

- (b) where a judicial review application is commenced in the Federal Court seeking to overturn such order or orders and a stay of the order or orders is sought pending the determination of that review, a date thirty-one days after such stay application is denied; or
- (c) in the event a stay is granted, a date thirty-one days after the judicial review application is dismissed.

295. In the event the order or orders that satisfy the condition in paragraph 294 are reversed or materially amended on judicial review or final appeal, this Final Agreement shall be at an end. Parties shall refer any dispute in relation to this paragraph to the Court that has made the decision on judicial review or final appeal.

296. Notwithstanding any other provision in this Final Agreement, the following provisions shall come into effect upon signature of this Final Agreement by COO, NAN and Canada:

- (a) Paragraphs 181 to 190;
- (b) Paragraph 292;
- (c) Paragraph 293;
- (d) Paragraphs 294 and 295;
- (e) Paragraphs 299, 300 and 302; and;
- (f) Paragraph 308.

PART XXV – ENFORCEMENT OF FUNDING COMMITMENT

297. Any and all funding commitments by Canada or amendments agreed to by the Parties in this Final Agreement remain subject to annual appropriation by the Parliament of Canada, or other necessary approval processes required by the Government of Canada.

298. Notwithstanding paragraph 297, if the Parliament of Canada does not appropriate sufficient funding to satisfy Canada's commitment in PART IV – FUNDING COMMITMENT of this Final Agreement, a Party may seek an

order from a court of competent jurisdiction that the Parties are substantially deprived of the benefit of this Final Agreement. The Party seeking such an order need not have suffered monetary loss nor shall it be necessary for a Party to prove that it is unable to perform its obligations under this Final Agreement as a result of Parliament's decision not to appropriate sufficient funding. If a court makes such an order, a Party may seek to pursue its remedies under the Complaint, or initiate a new complaint at the Tribunal. For clarity, nothing in this clause is intended to foreclose any other cause of action or remedy which may be available to the Parties.

PART XXVI – SUPERSEDING TRIBUNAL'S ORDERS

299. Within 30 days following all Parties signing the Final Agreement, the Parties shall file a joint Notice of Motion with the Tribunal seeking an order from the Tribunal that:
- (a) the Final Agreement is approved;
 - (b) the Tribunal's jurisdiction over all elements of the Complaint in Ontario and all associated proceedings, except for Jordan's Principle, has ended; and
 - (c) the terms of the Final Agreement supersede and replace all orders of the Tribunal related to the discrimination found by the Tribunal concerning all elements of the Complaint in Ontario, including the FNCFS Program in Ontario and the 1965 Agreement, except for Jordan's Principle.
300. For certainty, the Parties will not seek an order to end the Tribunal's jurisdiction over the portions of the Complaint relating to Jordan's Principle at this time. The Parties agree that any orders of the Tribunal relating to Jordan's Principle shall continue to apply to Canada in Ontario, unless the Tribunal orders otherwise.
301. For clarity, the terms of this Final Agreement shall supersede and render void all previous orders of the Tribunal concerning the 1965 Agreement and the FNCFS Program in Ontario provided by Canada through ISC and any previous or successor entities, unless an order or part of an order of the

Tribunal is specifically identified in this Final Agreement as surviving and still in force following this Final Agreement.

302. For clarity, nothing in this Final Agreement nor any order of the Tribunal obtained further to paragraph 299 shall prevent COO or NAN from participating in proceedings before the Tribunal or on appeal from the Tribunal where any of Canada, the AFN or the Caring Society has brought a motion or is making submissions which may affect the rights of COO, NAN, First Nations, and FNCFS Service Providers as set out in this Final Agreement. In exercising a participation right under this paragraph, neither COO nor NAN may seek an order from the Tribunal to amend, alter, add, remove or replace the terms of the Final Agreement, which is a final resolution of all elements of the Complaint in Ontario, except Jordan's Principle.
303. A disagreement between the Parties as to whether paragraph 302 of this Final Agreement applies so as to affect COO or NAN's ability to make submissions to the Tribunal is a Dispute.
304. Nothing in this agreement shall be interpreted as prohibiting COO and NAN from exercising rights or pursuing remedies respecting matters that are outside of this Complaint. For clarity, COO and/or NAN shall not seek additional funding or remedies from the Tribunal as part of this Complaint, except in relation to Jordan's Principle.

PART XXVII – GENERAL PROVISIONS

305. This Final Agreement is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the *Constitution Act, 1982*, and not as abrogating or derogating from them.
306. This Final Agreement shall not be construed as an assumption by COO or NAN of any liability to any person(s) or First Nation(s) in respect of this Final Agreement or its subject matter.
307. This Final Agreement will not be construed as an assumption by First Nations of any liability associated with the delivery of services referenced within this Final Agreement, for any period prior to the point where they have actually

assumed the provision of any such service, further to the terms of this Final Agreement, unless the First Nation has specifically assumed the provision of such services prior to the approval and application of this Final Agreement.

308. For further clarity, on execution of the Final Agreement, the Parties shall be bound by the Interim Dispute Resolution Process and Dispute Resolution Process agreed to under this Final Agreement and shall not return to the Tribunal for any purpose other than to obtain a final consent order resolving the Complaint and ending the Tribunal's jurisdiction as set out in paragraph 299 or as set out in paragraph 298.
309. Canada shall provide funding in the total amount of up to \$11.02 million to COO and in the total amount of up to \$6.56 million to NAN between fiscal year 2025-2026 and fiscal year 2033-2034 to support COO and NAN in completing implementation work assigned to and required of them under the Final Agreement. This funding includes amounts to support:
- (a) staff positions created specifically to further work necessary to the implementation of this Final Agreement;
 - (b) implementation-related research;
 - (c) First Nation engagements;
 - (d) legal fees; and
 - (e) with respect to funding for COO, project management and contract administration costs related to the two (2) Program Assessments, the Ontario FNCFS Data Secretariat, and the initiative to support eligible First Nations youth and young adults in accessing information on post-majority support services.
310. In relation to the funding set out in paragraph 309, COO and NAN shall provide work plans at the beginning of each fiscal year and shall report at the end of the fiscal year on funding spent in that year relative to the year's work plan.
311. Per the terms of their funding agreements, COO and NAN will be able to carry forward unexpended funds for use in the following fiscal year, upon ISC's approval of an unexpended funding plan and provided that the fiscal

year is within the term of COO's or NAN's funding agreement. If necessary to expend unexpended funds and upon ISC's approval of an unexpended funding plan, ISC shall extend the term of COO's or NAN's funding agreement. ISC may adjust funding for a particular fiscal year to reflect the expected costs of planned activities or to account for unexpended funds that are carried forward.

312. The terms of this Final Agreement may only be amended by the Parties upon their unanimous consent in writing.
313. No Party shall be added to this Final Agreement once it has been signed except with the unanimous consent of the Parties.
314. Unless the context otherwise requires, references in this Final Agreement:
 - (a) to parts, articles, sections, paragraphs, and appendices mean the parts, articles, sections, and paragraphs of, and appendices attached to, this Final Agreement;
 - (b) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof;
 - (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder; and
 - (d) to words applied in the plural shall be deemed to have been used in the singular, and vice versa; and the masculine shall include the feminine and neuter, and vice versa.
315. All funding provided to First Nations, FNCFS Service Providers, COO, and NAN pursuant to this Final Agreement shall be provided as a transfer payment and in accordance with the Policy on Transfer Payments, the Directive on Transfer Payments, and the Terms and Conditions of the FNCFS Program, as set out in Appendix 8 and revised from time to time in the manner outlined in paragraph 320. For greater clarity, it shall be a requirement of such funding that First Nations and FNCFS Agencies complete the planning and reporting requirements set out in paragraphs 45, 78, 85, 108 and 111(b) of this Final

Agreement and the Terms and Conditions of the FNCFS Program. For greater clarity, all funding provided to COO and NAN, except for funding provided under paragraph 128, shall be subject to a work plan submitted at the beginning of each fiscal year and a report submitted at the end of the fiscal year on funding spent in that year relative to the year's work plan.

316. All amounts in this Final Agreement have been rounded. The precise financial commitments are as set out in the financial chart attached as Appendix 1. In case of any conflict, the Parties agree that the amounts in the financial chart prevail.

317. This Final Agreement may be signed electronically and in counterpart.

PART XXVIII – APPENDICES

318. No term of this Final Agreement can be amended except as provided for in paragraph 312. However, certain appendices to this Final Agreement may be revised in accordance with this Part, except where a revision to those appendices would have the effect of amending this Final Agreement, being inconsistent with its terms, or significantly departing from the principles and purposes therein.

319. ISC may revise the following appendices to this Final Agreement on the approval of the Ontario Reform Implementation Committee:

- (a) Appendix 3: Program Assessment Timelines;
- (b) Appendix 4: First Nations Planning Template;
- (c) Appendix 5: Agency Accountability Co-Development Planning Template;
- (d) Appendix 6: Reformed FNCFS Program Schedules for Contribution Funding Agreements; and
- (e) Appendix 10: Remoteness Quotient Adjustment Factor (RQAF) Methodology.

320. ISC can revise the following appendices in consultation with the Parties and may take into account the recommendations of the Ontario Reform Implementation Committee in doing so:

- (a) Appendix 2: Performance Measurement Indicators and Outcomes Chart; and
- (b) Appendix 8: First Nations Child and Family Services Terms and Conditions

[Remainder of page intentionally left blank; signature page follows]

**FINAL AGREEMENT ON LONG-TERM REFORM OF THE FIRST NATIONS CHILD
AND FAMILY SERVICES PROGRAM IN ONTARIO**

AS BETWEEN:

CHIEFS OF ONTARIO

- and -

NISHNAWBE ASKI NATION

- and -

HIS MAJESTY THE KING IN RIGHT OF CANADA

As represented by the Minister of Indigenous Services


The Parties have signed this Agreement this 26th day of February 2025.

FOR CHIEFS OF ONTARIO




Ontario Regional Chief Abram Benedict

FOR NISHNAWBE ASKI NATION



Grand Chief Alvin Fiddler

FOR HIS MAJESTY THE KING IN RIGHT OF CANADA



The Honourable Patty Hajdu, Minister of Indigenous Services

APPENDICES

1. Financial Chart
2. Performance Measurement Indicators and Outcomes Chart
3. Program Assessment Timelines
4. First Nations Planning Template
5. Agency Accountability Co-Development Planning Template
6. Reformed FNCFS Program Schedules for Contribution Funding Agreements
7. Ontario Reform Implementation Committee Terms of Reference
8. First Nations Child and Family Services Terms and Conditions
9. Housing Funding Allocation Example
10. Remoteness Quotient Adjustment Factor (RQAF) Methodology
11. Funding and Administration of Capital Commitments
12. Modifications if the Effective Date is after March 31, 2026

Appendix 1: Financial Chart

<i>COST CATEGORIES</i>	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	9 YEAR TOTAL (2025-26 - 2033-34)
BASELINE (INCLUDING FUNDING UNDER THE 1965 AGREEMENT)	209,433,808	215,867,001	222,497,803	229,332,284	229,332,284	229,332,284	229,332,284	229,332,284	229,332,284	2,023,792,311
INFORMATION TECHNOLOGY	12,566,028	12,952,020	13,349,868	13,759,937	13,759,937	13,759,937	13,759,937	13,759,937	13,759,937	121,427,538
RESULTS	10,471,690	10,793,350	11,124,890	11,466,614	11,466,614	11,466,614	11,466,614	11,466,614	11,466,614	101,189,614
EMERGENCY	4,188,676	4,317,340	4,449,956	4,586,646	4,586,646	4,586,646	4,586,646	4,586,646	4,586,646	40,475,848
HOUSEHOLD SUPPORTS	5,264,670	5,426,388	5,593,071	5,764,873	5,764,873	5,764,873	5,764,873	5,764,873	5,764,873	50,873,367
PREVENTION	260,110,227	268,100,053	276,335,301	284,823,513	284,823,513	284,823,513	284,823,513	284,823,513	284,823,513	2,513,486,659
FIRST NATION REPRESENTATIVE SERVICES	79,435,454	90,318,645	93,092,969	95,952,513	95,952,513	95,952,513	95,952,513	95,952,513	95,952,513	838,562,146
REMOVEDNESS ADJUSTMENT	166,557,686	181,149,597	185,833,227	192,887,095	192,877,288	192,866,306	192,716,534	192,445,513	192,265,081	1,689,598,327
CAPITAL	16,335,567	91,969,753	87,818,017	67,932,616	35,386,556	36,731,245	38,127,032	39,575,859	41,079,742	454,956,387
POST-MAJORITY SUPPORT SERVICES	28,204,308	31,662,651	35,543,241	39,375,831	39,207,434	39,044,991	38,823,395	38,365,585	38,006,778	328,234,214
POST-MAJORITY AWARENESS INITIATIVE	200,000	600,000	750,000	600,000	275,000	275,000	275,000	275,000	125,000	3,375,000
HOUSING	82,146,086	87,022,339	89,197,893	0	0	0	0	0	0	258,366,318
SUBTOTAL	874,914,200	1,000,179,137	1,025,586,236	946,481,922	913,432,658	914,603,922	915,628,341	916,348,337	917,162,981	8,424,337,729
						3,887,661,965				
GOVERNANCE AND RELATED COMPONENTS										
Ontario Reform Implementation Committee and Technical Advisory Committee	1,723,748	1,758,223	1,793,387	2,092,825	1,865,840	1,903,157	1,941,220	1,980,045	2,310,648	17,369,094
NAN-Canada Remoteness Quotient Table and Ontario Remoteness Secretariat	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	13,500,000
Ontario FNCFs Data Secretariat	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	13,500,000
Funding for COO and NAN to Support Implementation of the Final Agreement	1,284,486	1,456,486	2,589,007	2,645,007	1,456,486	1,456,486	1,456,486	2,645,007	2,589,007	17,578,457
Dispute Resolution	524,485	6,890,627	3,445,313	2,296,876	0	0	0	0	0	13,157,300
SUBTOTAL	6,532,719	13,105,335	10,827,708	10,034,708	6,322,326	6,359,643	6,397,706	7,625,052	7,899,655	75,104,851
GRAND TOTAL	881,446,919	1,013,284,472	1,036,413,944	956,516,630	919,754,984	920,963,565	922,026,047	923,973,389	925,062,636	8,499,442,580

Note 1: All funds are contingent on Canadian Human Rights Tribunal approval.
Note 2: Figures are based on estimates of future inflation and population change, which may differ from actual rates.
Note 3: 2025-26 funding for information technology, results, emergency, household supports and remoteness adjustment is to be prorated based on the Effective Date. The 2025-26 amounts for those cost categories are maximum possible amounts.

Appendix 2: Performance Measurement Indicators and Outcomes Chart

The performance measurement elements of the Reformed FNCFS Program, such as outcomes and indicators, are subject to approval and data availability.

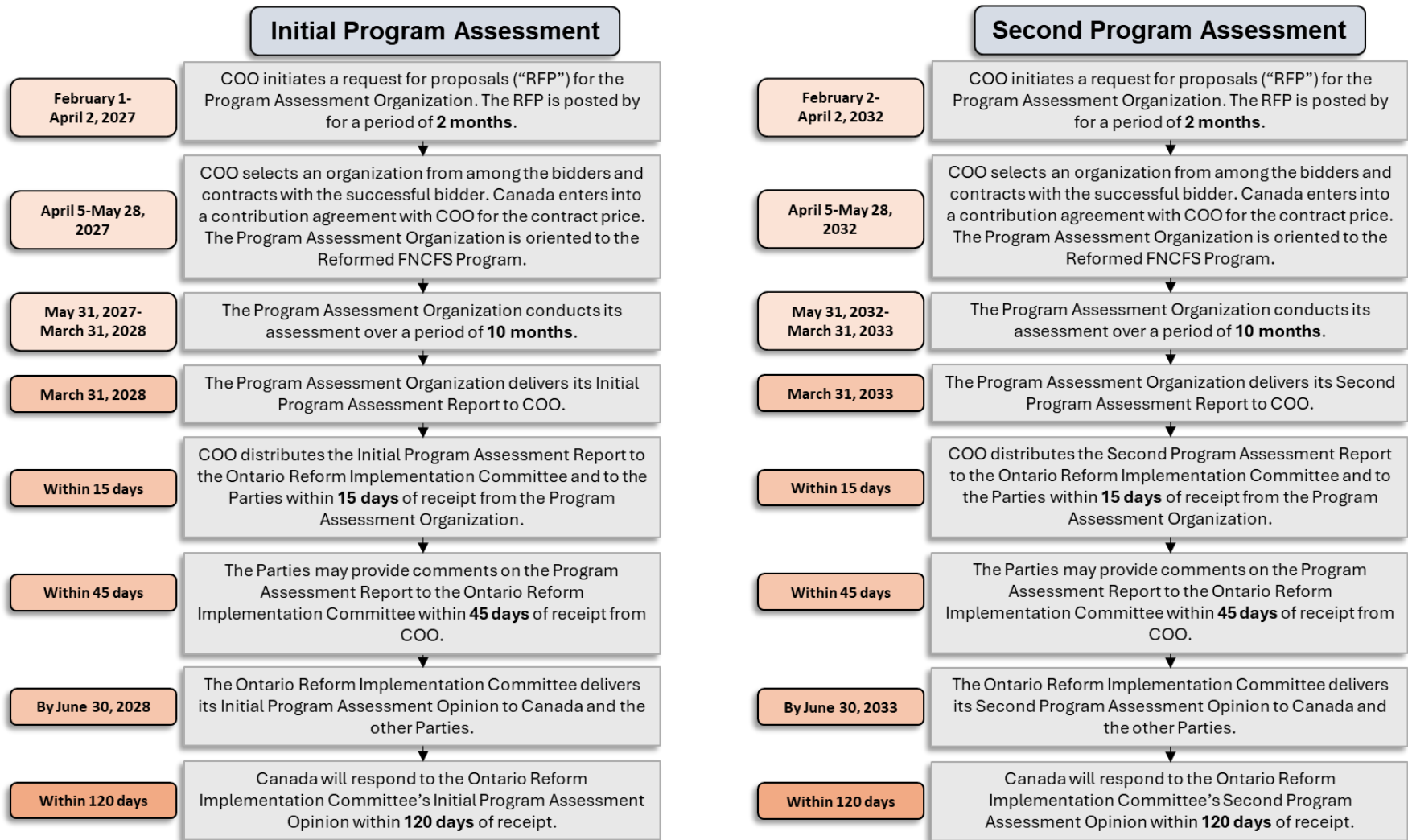
Outcomes and indicators may evolve as part of the implementation of the Reformed FNCFS Program. As a starting point, the following indicators will be used to measure the performance of the Reformed FNCFS Program.

Outcomes	Indicators	Data Provider (data to be used by ISC to calculate percentages and averages of indicators)
First Nations and FNCFS Service Providers are informed of current and upcoming service possibilities and associated delivery requirements, including roles and responsibilities.	Number of regional engagements, consultations, and workshops	ISC
	Number of attendees by affiliation (such as First Nation or FNCFS Agency) per engagement, consultation, or workshop delivered by ISC	ISC
	Number of communications and bulletins	ISC
	Percentage of attendees who indicate that they are better informed of service possibilities and delivery requirements following an engagement, consultation, or workshop delivered by ISC	ISC
First Nations and FNCFS Service Providers have the resources to plan for and deliver culturally appropriate services to First Nations children, youth, young adults, and families.	Percentage of main programming funding agreements with First Nations and FNCFS Service Providers that are in place before the start of the fiscal year	ISC
	Percentage of First Nations and FNCFS Service Providers that have accessed or built new infrastructure to support service delivery	First Nations and FNCFS Service Providers
First Nations and FNCFS Service Providers are aware of the different roles and responsibilities of First Nations and FNCFS Agencies.	Number of FNCFS training and guidance documents which are available and up to date	ISC
	Number of times FNCFS training and guidance documents have been accessed.	ISC

	Percentage of First Nations and FNCFS Service Providers with multi-year plans or child and community well-being plans	First Nations and FNCFS Service Providers
First Nations children have access to culturally adapted prevention services.	Percentage of First Nations more than two and a half hours of travel by road from the nearest office of the First Nation's affiliated FNCFS Agency or not connected to any office of that FNCFS Agency by road	ISC and FNCFS Agencies
	Number of First Nations children who are referred by an FNCFS Agency to a prevention service which, in order to access, requires more than two and a half hours of travel by road or requires travel by air or ferry	FNCFS Agencies
	Percentage of First Nations directly providing prevention services for their communities	First Nations
	Percentage of First Nations children who have access to a culturally adapted prevention service provider	First Nations and FNCFS Service Providers
First Nations children and youth have access to a culturally appropriate environment	Percentage of children in care who are placed with a family member (kinship care)	FNCFS Agencies
	Percentage of First Nations children on reserve in care where at least one of the caregivers is a First Nation individual	FNCFS Agencies
First Nations children and families have access to First Nation Representative Services.	Percentage of First Nations offering First Nation Representative Services to families	First Nations
First Nations youth aging out of care and young adults formerly in care have access to post-majority support services.	Percentage of eligible First Nations youth aging out of care and young adults formerly in care served by post-majority support services	First Nations
First Nations and FNCFS Service Providers are working collaboratively toward service delivery.	Percentage of FNCFS Agencies with a child and community wellbeing plan that has been co-developed with the First Nation(s) affiliated with the FNCFS Agency	FNCFS Agencies

First Nations and FNCFS Service Providers are working collaboratively as a network of support for children and families.	Percentage of First Nations and FNCFS Service Providers that produce and publicly share an annual report on the progress of their multi-year plans or child and community well-being plans	First Nations and FNCFS Service Providers
Protective factors are built, and risk factors are identified and addressed within families and communities	Percentage of First Nations children on-reserve in care	FNCFS Agencies
	Percentage of First Nations children and youth on reserve in care who came into care for the first time	FNCFS Agencies
	Percentage of First Nations children and youth re-entering care	FNCFS Agencies
	Number of reported cases of child maltreatment for First Nations on reserve	FNCFS Agencies
	Number of culturally appropriate prevention activities that have been provided to First Nations families on reserve	First Nations and FNCFS Service Providers
First Nations children and youth in care remain connected to their family, community, and culture	Percentage of First Nations children in care who are reunified with their families	FNCFS Agencies
	Percentage of First Nations children and youth on reserve in care who achieved permanency	FNCFS Agencies
	Average number of days in care	FNCFS Agencies
	Average number of changes in placement type	FNCFS Agencies
Post-majority support services are provided routinely to First Nations youth aging out of care and young adults formerly in care.	Average expenditures per First Nation on post-majority support services	First Nations
Thriving children and families are supported by First Nation community-driven child and family services.	ISC will use all indicators listed above to inform this outcome.	

Appendix 3: Program Assessment Timelines



Appendix 4: First Nations Planning Template

First Nation: _____

Served by (FNCFS Agency or province/territory): _____

Date: _____

Update for (if required): [insert fiscal year]

OVERVIEW
<p>The Overview is intended to complement the information on specific initiatives and activities detailed below under the headings of Prevention, First Nation Representative Services and Post-Majority Support Services.</p> <p>May include the following:</p> <ul style="list-style-type: none"> • key child and family well-being priorities • service priorities for the planning period • strategic priorities for the planning period

PREVENTION		
Initiatives and Activities	Link to FNCFS Agency Initiatives (if applicable)	Timeframes

FIRST NATION REPRESENTATIVE SERVICES		
Initiatives and Activities	Link to FNCFS Agency Initiatives (if applicable)	Timeframes

POST-MAJORITY SUPPORT SERVICES		
Initiatives and Activities	Link to FNCFS Agency Initiatives (if applicable)	Timeframes

FINANCIAL FORECAST			
Funding Component	FY 2026-2027	FY 2027-2028	FY 2028-2029
	Planned Expenditures	Planned Expenditures	Planned Expenditures
• Prevention			
• First Nations Representative Services			
• Post Majority Support Services			
• Household Supports			
• Information Technology			
• Results			

UNEXPENDED FUNDING PLAN (if applicable)

Total Amount of Unexpended FNCFS Program Funds to March 31, 2026: \$

Reformed FNCFS Funding Component	Unexpended Funding	Description of Planned Activities	Fiscal Year Activities Will Be Conducted

SIGNATURES

First Nation Declaration and Signatures:

I declare that (First Nation name) has developed this FNCFS Multi-Year Plan.

Name	Title/Position	Signature(s)	Date

Appendix 5: Agency Accountability Co-Development Planning Template

CHILD AND COMMUNITY WELLBEING PLAN	
Planning Period: 2026-27 to 2028-2029	Update for (insert fiscal year):
ORGANIZATION INFORMATION	
FNCFS Agency Name:	FNCFS Agreement Number:
Recipient Contact Name:	First Nation(s) Served:
ENVIRONMENTAL SCAN FOR EACH COMMUNITY SERVED	
<p>Environmental scan would be based on data that would include information, insights, perspectives, etc. from the First Nation community or communities served.</p> <p>Topics must include the following:</p> <ul style="list-style-type: none"> • circumstances affecting the well-being of children, youth, young adults and families, as well as the delivery of services • key child and family well-being priorities • child and family service priorities 	

COLLABORATION WITH FIRST NATIONS

Must describe how the agency collaborated with the First Nations to co-develop the plan, and how the agency will work with the First Nations as the plan is implemented.

Topics must include:

- information sharing mechanisms and protocols, to assist First Nations in the delivery of services under the Reformed FNCFS Program
- identify any supporting and/or complementary roles to affiliated First Nations in the delivery of services under the Reformed FNCFS Program
- approach to the delivery of Prevention that defines and reflects the agency's and First Nations' respective roles, ensuring that services address needs in a holistic manner
- how the agency will recognize and respect First Nations' delivery of First Nation Representative Services and Post-majority Support Services
- the agency's planned capital projects, if any, to support the delivery of the Reformed FNCFS Program's funded services and activities
- how the agency will notify the First Nation, in a manner that meets the standards set out in provincial and federal law, of a child's involvement with the agency
- process for reporting to First Nations (at least annually) on delivery of the agency's planned activities and achievement of performance targets
- timeline and process for working with First Nations to update the plan as required, including process for seeking approval of updates by each affiliated First Nation community.
- process for the agency to work with First Nations to identify potential risks, develop risk management strategies, and modify plans accordingly
- approval requirements and protocols for co-developed plan

AGENCY PLAN SUMMARY

The broad overview in the Agency Plan Summary is intended to complement the specific activities detailed in the Activity Plan below. Content, co-developed with affiliated First Nations, must include the following:

- vision, priority, key operational and service initiatives
- service needs on which the agency will focus during the planning period
- governance structure, full-time staff qualifications, salary grid
- linkages and alignment with First Nations' service initiatives

- potential risks identified
- strategies to manage financial, operational, governance or other risks
- budget considerations and usage

ACTIVITY PLAN			
Activity #1			
Timeframe		Budget (Source and Amount)	
Desired Outcome		Indicators	1) ...
Activity #2			
Timeframe		Budget (Source and Amount)	
Desired Outcome		Indicators	1) ...
Activity #3			
Timeframe		Budget (Source and Amount)	
Desired Outcome		Indicators	1) ...
Activity #4			
Timeframe		Budget (Source and Amount)	
Desired Outcome		Indicators	1) ...
Activity #5			

Timeframe		Budget (Source and Amount)	
Desired Outcome		Indicators	1) ...

COMMUNITY-WELLNESS REPORTING INDICATORS	
Community Data and Reporting Requirements in Relation to Children Placed in Out-of-Home Care	Goals and Targets (to be discussed with First Nation community or communities)
Knowledge of Indigenous languages	
Connection (access) to land	
Community-based activities	
Spirituality	
Family reunification	
Placement within community (kin and kith)	
Stability (i.e. moves in care)	
Incidence of abuse while child is in care	
Reason for entry	
Housing	
Reason for exit	
Time to exit	
Referrals to pre- and post- natal services	
Referrals to medical services	
Referrals to mental health services	
Referrals to substance misuse services	
Referrals to family violence intervention services	
Referrals to FNCFS prevention services	
Early learning childhood education	
Numeracy and literacy targets	
Secondary education completion rate	
Post-secondary education aspirations	

COMMUNITY-WELLNESS REPORTING INDICATORS	
Optional Additional Well-being Indicators	Goals and Targets
List additional well-being indicators co-developed with affiliated First Nations	

FINANCIAL FORECAST			
Funding Component	FY 2026-2027	FY 2027-2028	FY 2028-2029
	Planned Expenditures	Planned Expenditures	Planned Expenditures
• Baseline (i.e., maintenance and operations)			
• Prevention (applicable if the FNCFS Agency is receiving prevention funding)			
• Post-Majority Support Services (applicable if post-majority support services funding is provided to the FNCFS Agency by its affiliated First Nations)			

UNEXPENDED FUNDING PLAN (if applicable)

Total Amount of Unexpended FNCFS Program Funds to March 31, 2026: \$

Reformed FNCFS Funding Component	Unexpended Funding	Description of Planned Activities	Fiscal Year Activities Will Be Conducted

SIGNATURES

FNCFS Agency Declaration and Signature:

On behalf of (name of FNCFS Agency), I declare that this Child and Community Wellbeing plan has been informed by and co-developed with (list participating First Nations).

Name	Title/Position	Signature(s)	Date

First Nation Declaration and Signatures:

I declare that (First Nation name) has informed and co-developed this Child and Community Wellbeing Plan with (name of FNCFS Agency).

Name	Title/Position	Signature(s)	Date

(Add additional signature blocks as required for each participating First Nation.)

Appendix 6: Reformed FNCFS Program Schedules for Contribution Funding Agreements

In order to implement the provisions of the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario (the “Final Agreement”), a number of flexibilities and requirements are to be incorporated into ISC’s funding agreements with First Nations and FNCFS Service Providers in Ontario.

A new funding mechanism has been created to provide for both reallocation and carry-forward of funding to First Nations and FNCFS Service Providers pursuant to the Reformed FNCFS Funding Approach (“FNCFS funding”), as outlined below. This mechanism is referred to as the FNCFS Funding Mechanism. Clauses related to this mechanism have been drafted for inclusion in the funding mechanism Schedule of the First Nations and FNCFS Service Provider funding agreements.

- **Reallocation** – The FNCFS Funding Mechanism permits reallocation of FNCFS funding within the various streams of the Reformed FNCFS Program, with the following exceptions:
 - **Prevention funding for FNCFS Agencies** – Reallocation of prevention funding to protection is not permitted, except to fund least disruptive measures.
 - **Capital projects** – Reallocation of funding provided for capital projects is only permitted upon submission of a plan and its approval by ISC.
- **Carry-forward** – The FNCFS Funding Mechanism permits the carry-forward of unexpended FNCFS funding to the following fiscal year to ensure any unspent funds remain available to support the delivery of services funded by the Reformed FNCFS Program. ISC will align the duration of funding agreements to the greatest extent possible to the 9-year duration of the Final Agreement, with the funding for the initial funding period added upon initial implementation, and the funding for the second funding period following completion of the Initial Program Assessment. Carry-forward is permitted until the end date of the agreement, which may be extended prior to its expiry should the First Nation or FNCFS Service Provider identify a longer duration in its annual unexpended funding plan.

New provisions for FNCFS Agencies have been added to the Program Delivery Requirements Schedule in the areas of accountability, reporting, and the ability for FNCFS Agencies to redirect FNCFS funding to First Nations.

The sections of ISC’s funding agreements detailing the funding mechanism and service delivery requirements can be found below.

Part A – FNCFS Agency Funding Agreement Model (Funding Agreement – Other) and First Nation Funding Agreement Model (Comprehensive Funding Agreement) – Funding Mechanisms and Preamble

Part B – FNCFS Agency Funding Agreement Model (Funding Agreement – Other) – Reformed FNCFS Program Delivery Requirements

Part C – First Nation Funding Agreement Model (Comprehensive Funding Agreement) – Reformed FNCFS Program Delivery Requirements

ISC National Funding Agreement Models: <https://www.sac-isc.gc.ca/eng/1545169431029/1545169495474>

Part A – FNCFS Agency Funding Agreement Model (Funding Agreement – Other) and First Nation Funding Agreement Model (Comprehensive Funding Agreement) – Funding Mechanisms (Schedule 2 of national models)

Funding under the FNCFS Funding Mechanism

1.1 [/:Name] may only expend Funding under the FNCFS Funding Mechanism:

- a. for each of the Activities for which it is allocated in Schedule 3 [Schedule 4 for First Nation agreements] under the heading FNCFS Funding Mechanism or reallocated in accordance with this section; and
- b. in accordance with the terms and conditions of this Agreement for those Activities, including those set out in the Delivery Requirements.

1.2 Subject to Schedule 4 [This cross-reference only required in FNCFS Agency model], [/:Name] may reallocate any Funding under the FNCFS Funding Mechanism as follows, provided that all Activities, funded by Funding under the FNCFS Funding Mechanism, are delivered in that Fiscal Year:

- a. funding other than FNCFS capital project funding may be reallocated among any Activities listed under the FNCFS Funding Mechanism according to Schedule 3 [Schedule 4 for First Nation agreements];
- b. FNCFS capital project funding may be reallocated only as per a plan submitted to and approved by Canada.

1.3 Subject to paragraph 30.2(c) [paragraph 20.2 for First Nation agreements] of the main body of this Agreement, if at the end of a Fiscal Year [/:Name] has not expended all Funding under the FNCFS Funding Mechanism for that Fiscal Year, [/:Name] may retain the unspent amount for expenditure in the following Fiscal Year where [/:Name]:

- a. expends the unexpended Funding under the FNCFS Funding Mechanism:
 - i. for purposes consistent with the Activities funded by Funding under the FNCFS Funding Mechanism; and
 - ii. in accordance with the plan for unexpended funding included in [/:Name]'s annual report on their Child and Community Wellbeing Plan [FNCFS Multi-Year Plan for First Nation agreements] accepted by Canada;
- b. expends the unexpended Funding under the FNCFS Funding Mechanism before the expiry or termination of this Agreement, including any extensions to this Agreement; and
- c. reports on its expenditure of the unexpended Funding under the FNCFS Funding Mechanism in accordance with the *Reporting Guide* and Reformed FNCFS Program guidance.

Part B – FNCFS Agency Funding Agreement Model (Funding Agreement – Other) –
Reformed FNCFS Program Delivery Requirements (Schedule 4 of national model)

Reformed First Nations Child and Family Services (FNCFS) Program Activities

7. Definitions

In this Schedule, the following terms have the following meanings. These definitions apply equally to the singular and plural forms of the terms defined:

“Child and Community Wellbeing Plan” means a multi-year plan developed jointly between FNCFS Agencies and the First Nation(s) they serve, as described in Reformed FNCFS Program guidance.

“Ontario FNCFS Data Secretariat” means the entity selected or established by the Chiefs of Ontario and Nishnawbe Aski Nation to support data collection and synthesis with respect to First Nations child and family services in Ontario.

“Ontario Reform Implementation Committee” means the committee established to oversee the implementation of the Reformed FNCFS Program.

8. Purpose and Application

8.1 The purpose of the Reformed FNCFS Program is to provide resources and funding to support the holistic and culturally appropriate delivery of child and family services to meet the needs of children, youth and families ordinarily resident on reserve or in the Yukon. The Reformed FNCFS Program funds eligible recipients to provide services that account for the distinct needs of First Nations children, youth and families, including cultural, historical and geographical circumstances.

9. Delivery Requirements for FNCFS Activities

9.1 [/:Name] shall administer Funding provided to [/:Name] for the delivery of the Reformed FNCFS Program in accordance with provincial legislation, the Reformed FNCFS Program's Terms and Conditions and any other current approved program documentation issued by ISC as amended from time to time.

9.2 Where full funding is not required for the delivery of provincial delegated services, Funding provided to [/:Name] for the delivery of the Reformed FNCFS Program may be transferred from [/:Name] to one or more of the First Nations it serves to support Activities included under Section 9.1 of this Schedule, including housing for the purposes of preventing First Nations children from being taken into care and of supporting reunification where housing is a barrier. Any transfer of Funding under this Section is subject to written notification in advance to Canada.

9.3 [/:Name] shall not reallocate for FNCFS prevention funding to protection Activities, unless those Activities are least disruptive measures.

10. Accountability to First Nations

10.1 [:/Name] shall co-develop a Child and Community Wellbeing Plan with the First Nation(s) it serves that will guide [:/Name]'s planning, design and undertaking of Activities to support the delivery of the Reformed FNCFS Program. The Child and Community Wellbeing Plan should be consistent with any existing relationship agreement between [:/Name] and the First Nation(s) it serves. [:/Name] shall fund co-development of the Child and Community Wellbeing Plan. The Child and Community Wellbeing Plan must include, as outlined in Reformed FNCFS Program guidance:

- a. planned activities and associated expenditures of the FNCFS Agency with respect to Baseline Funding, emergency funding, and prevention funding, if any, over the Initial Funding Period;
- b. multi-year financial forecasts including unexpended funds and how they will be spent;
- c. plans for the realization of performance target set by the First Nation;
- d. risk management strategies;
- e. provisions for regular reporting by the FNCFS Agency to the First Nation;
- f. mechanisms to facilitate the sharing of information, to assist First Nations in the delivery of services under the Reformed FNCFS Program;
- g. provisions that recognize and respect First Nations' delivery of First Nation Representative Services and post-majority support services;
- h. an integrated approach to the delivery of prevention services as between the FNCFS Agency and their affiliated First Nations, which delineates their respective roles and ensures support to families and their communities in the provision of holistic wrap-around services;
- i. consideration for the supporting and complementary roles of the FNCFS Agency and their affiliated First Nations in the delivery of services under the Reformed FNCFS Program; and
- j. provisions which provide for notification of First Nations of a child's involvement with [:/Name], in a manner that meets the standards set out in provincial and federal law.

10.2 [:/Name] must deliver services in alignment with the Child and Community Wellbeing Plan. Failure to establish or respect the requirements of the Child and Community Wellbeing Plan may impact the eligibility of [:/Name] to receive Funding through the FNCFS Mechanism, result in a program audit or the implementation of default remedies as outlined in Section 24 of this Agreement.

10.3 [:/Name] may update its Child and Community Wellbeing Plan annually, in partnership with the First Nation(s) it serves, to accommodate changes to its priorities and financial planning.

10.4 [/:Name] shall report to Canada and the First Nation(s) it serves annually on its Child and Community Wellbeing Plan.

10.5 [/:Name] shall report annually to the First Nation(s) it serves and to the Ontario FNCFS Data Secretariat on the following indicators with respect to children placed in out-of-home care, as funded by the Reformed FNCFS Program and as outlined in Reformed FNCFS Program guidance:

- a. Knowledge of Indigenous languages
- b. Connection (access) to land
- c. Community-based activities
- d. Spirituality
- e. Family reunification
- f. Placement within community (kin and kith)
- g. Stability (i.e. moves in care)
- h. Incidence of abuse while child is in care
- i. Reason for entry
- j. Housing
- k. Reason for exit
- l. Time to exit
- m. Referrals to pre- and post- natal services
- n. Referrals to medical services
- o. Referrals to mental health services
- p. Referrals to substance misuse services
- q. Referrals to family violence intervention services
- r. Referrals to FNCFS prevention services
- s. Early learning childhood education
- t. Numeracy and literacy targets
- u. Secondary education completion rate
- v. Post-secondary education aspirations

10.6 Canada may share reports produced under this Agreement with the First Nation(s) served by [/:Name].

10.7 Canada may report to the First Nation(s) served by [/:Name] and the Ontario Reform Implementation Committee on [/:Name]'s compliance with the terms of this Agreement.

11. Adjustments to Funding

11.1 Where a First Nation being served by [/:Name]:

- a. notifies Canada in writing that it intends to transition to an entity other than [/:Name] for the delivery of protection services,
- b. notifies Canada in writing that ISC is to change the allocation between the First Nation and [/:Name] of the prevention funding attributable to the First Nation, or
- c. begins to be funded to exercise jurisdiction in the delivery of some or all aspects of child and family services pursuant to a self-government agreement, a treaty arrangement, a coordination agreement under *An Act respecting First Nations, Inuit*

and Métis children, youth and families, S.C. 2019, c. 24, or an alternative federal jurisdictional and funding process,

Canada may reduce or cancel [/:Name]'s Reformed FNCFS Program Funding by providing at least 60 days prior notice to [/:Name]. This notice will specify the Fiscal Year(s) and amounts in respect of which any such Reformed FNCFS Program Funding will be reduced or cancelled.

Part C – First Nation Funding Agreement Model (Comprehensive Funding Agreement) –
Reformed FNCFS Program Delivery Requirements (Schedule 5 of national model)

**8. Activities Funded by Set, Fixed, Flexible, FNCFS Mechanism or Grant Funding for
ISC**

ACTIVITY DELIVERY REQUIREMENTS, COST- SHARING AND ADJUSTMENT FACTORS			
ACTIVITY	DELIVERY REQUIREMENTS	COST- SHARING	ADJUSTMENT FACTOR
Reformed First Nations Child and Family Services Program	[:Name] shall administer the First Nations Child and Family Services Program in accordance with provincial legislation, the First Nation Child and Family Services Program's Terms and Conditions and any other current approved program documentation issued by ISC as amended from time to time.		insert an Adjustment Factor when applicable

Appendix 7: Ontario Reform Implementation Committee Terms of Reference

1. Establishment, Purpose, and Term

- 1.1 The Ontario Reform Implementation Committee (the “**Committee**”) is established, as described in the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario (the “**Final Agreement**”).
- 1.2 The Committee shall oversee and monitor the implementation of the Reformed First Nations Child and Family Services (“**FNCFS**”) Program in Ontario.
- 1.3 The term of the Committee will be the same duration as the term of the Final Agreement.
- 1.4 Capitalized terms used herein but not defined shall have the meaning ascribed to such term in the Final Agreement.

2. Recommending Power

- 2.1 The Committee is the sole entity charged by the Final Agreement with making recommendations to Canada in regard to the Reformed FNCFS Program in Ontario.
- 2.2 The Committee can make recommendations in relation to the implementation of the Reformed FNCFS Program in Ontario, as provided for in the Final Agreement.
- 2.3 The Committee will receive input, recommendations, and/or observations from the Parties to the Final Agreement (the “**Parties**”), the following entities listed below, and any successors or additional entities constituted and/or unanimously endorsed by the Parties:
 - (a) NAN-Canada Remoteness Quotient Table;
 - (b) Ontario Remoteness Secretariat;
 - (c) Ontario FNCFS Data Secretariat;
 - (d) Systemic Review Committee; and
 - (e) Technical Advisory Committee.

3. Membership

- 3.1 The Committee shall consist of eight (8) members (each, a “**Member**”) as identified in Part XIV – A. Ontario Reform Implementation Committee of this Final Agreement.
- 3.2 A Member appointed by a Party may be removed at any time by the Party that appointed said Member. A Party shall provide the Committee with reasonable notice of its intention to remove its appointed Member in accordance with this section. The Party shall also provide the Committee with confirmation of its replacement Member.

- 3.3 An at-large Member may be removed at any time by the Ontario Chiefs-in-Assembly.
- 3.4 Any Member may be removed at any time by agreement of at least six Members, notwithstanding paragraph 4.5.
- 3.5 In the event of a vacancy of a Party's Member due to resignation, removal or inability to serve, the Party who appointed that Member shall appoint a replacement Member as soon as reasonably possible and the replacement Member shall serve for the remainder of the term of the Party's incumbent Member.
- 3.6 In the event of a vacancy from among the at-large Members, the COO Leadership Council may appoint an at-large Member to serve on an interim basis until the Ontario Chiefs-in-Assembly appoints a replacement at-large Member.
- 3.7 Members appointed in the Initial Funding Period shall serve from the date of appointment until March 31, 2029. Members appointed in the Second Funding Period shall serve from the date of appointment until March 31, 2034. The above is subject to a Member being removed pursuant to paragraph 3.2, 3.3 or 3.4 or the Member indicating that they are unwilling or unable to continue as a Member. Members appointed in the Initial Funding Period may be reappointed in the Second Funding Period.
- 3.8 Each Member will execute the confidentiality agreement appended to these Terms of Reference as **Schedule A** prior to being appointed as a Member.

Chair of the Committee

- 3.9 The Committee shall have one (1) Chair (the "**Chair**") with additional responsibilities in organizing the affairs of the Committee. The responsibilities of the Chair are described in 6.3.
- 3.10 The Chair shall be selected by agreement of at least six (6) Members, notwithstanding paragraph 4.5.
- 3.11 The Chair's term shall be one (1) year. The Chair may be removed at any earlier time by agreement of at least six (6) Members, notwithstanding paragraph 4.5. Following expiry of the Chair's term or the Chair's indication that they are unwilling or unable to continue as the Chair, a subsequent Chair shall be selected. For clarity, a Chair may serve more than one (1) term.
- 3.12 The Chair will retain their vote as a Member of the Committee.
- 3.13 The Chair shall designate a Member as a Vice Chair. If the Chair is temporarily unable to carry out their responsibilities, the Vice Chair shall carry out those responsibilities during that temporary period.

4. Meetings

- 4.1 The Committee shall meet monthly, either in-person or virtually, unless the Committee determines that more or less frequent meetings are required. Members shall have the option of virtual attendance in all Committee meeting organized as in-person meetings.
- 4.2 The Administrative Team (defined below) shall provide notice to all Members regarding the date, time, and location of a Committee meeting at least two (2) weeks prior to such meeting. The notice period may be shortened to address circumstances which require less notice, as determined by the Chair, except where the Committee meeting will include a vote on any of the following, in which case the notice shall clearly communicate to Members that such a vote will take place:
 - (a) advice to COO on the selection of the Program Assessment Organization;
 - (b) a Program Assessment Opinion to be provided to Canada;
 - (c) an appointment to the Technical Advisory Committee or the terms of reference for the Technical Advisory Committee; or
 - (d) the content of the annual report on implementation of the Final Agreement.
- 4.3 Where possible, the Chair shall be responsible for ensuring that meeting materials are provided to all Members at least one (1) week prior to the scheduled meeting to which the materials are relevant. Meeting records and other materials that result from a Committee meeting shall be provided to all Members within two (2) weeks following the meeting.
- 4.4 A quorum at a Committee meeting shall be met with the attendance of at least five (5) Members or alternate Members.
- 4.5 Decisions by the Members shall be made by consensus. If consensus is not possible, decisions will be put to a vote and will be considered adopted if a simple majority of Members vote in favour at a duly convened meeting where there is quorum. In the event of a tie, decisions will be deferred to the next subsequent meeting of the Committee for reconsideration. Should the tie persist, the matter will be considered defeated.
- 4.6 Records of decision made by the Committee shall be public.
- 4.7 A decision made by the Committee does not necessarily reflect the view of any one Member or Party.
- 4.8 A Member may designate an alternate to attend any Committee meeting. For clarity, a Member's alternate need not be the same person at each Committee meeting. An alternate shall have all the rights and privileges of the Member at the Committee meetings that the alternate attends, except that the alternate shall not be entitled to vote on:
 - (a) advice to COO on the selection of the Program Assessment Organization;

- (b) a Program Assessment Opinion to be provided to Canada;
- (c) an appointment to the Technical Advisory Committee or the terms of reference for the Technical Advisory Committee; or
- (d) the content of the annual report on implementation of the Final Agreement.

4.9 At the request of any Member, non-Members may attend meetings subject to the following terms:

- (a) the attendance of non-Members at meetings is subject to approval by a decision of the Committee;
- (b) non-Members approved to attend Committee meetings pursuant to (a) may participate in discussions when called upon by the Chair; however, they are not entitled to a vote and cannot participate in the decision-making process of the Members described in paragraph 4.5;
- (c) non-Members approved to attend Committee meetings pursuant to (a) will attend at their own expense; and
- (d) prior to attending a Committee meeting, non-Members shall execute the confidentiality agreement appended to these Terms of Reference as **Schedule A**.

4.10 Notwithstanding paragraph 4.9, if a Member intends to bring legal counsel to a Committee meeting, the Member must give notice to all Members one week in advance of the meeting. All other Members shall each be entitled to invite one (1) legal counsel to the meeting.

5. Administrative Team

5.1 An administrative team consisting of employees of Indigenous Services Canada (the “**Administrative Team**”) shall be established to support the operation of the Committee and the Chair in conducting the affairs of the Committee.

6. Responsibilities

6.1 The responsibilities of the Committee include:

- (a) Overseeing and monitoring the implementation of the Reformed FNCFS Funding Approach in Ontario and recommending adjustments to the Reformed FNCFS Program in Ontario to Canada as provided for in the Final Agreement;
- (b) Advising on the selection of and supporting the work of the Program Assessment Organization;
- (c) Receiving and reviewing Program Assessment Reports from the Program Assessment Organization, preparing Program Assessment Opinions and

executive summaries, and providing Program Assessment Opinions and executive summaries to the Parties and the public;

- (d) Advising on the development of guidance documents to support First Nations and FNCFS Service Providers in seeking capital funding;
- (e) Receiving reports from the Ontario FNCFS Data Secretariat in relation to the implementation and efficacy of the Reformed FNCFS Program;
- (f) Receiving reports from the NAN-Canada Remoteness Quotient Table;
- (g) Receiving regular updates from the NAN-Canada Remoteness Quotient Table on research with Statistics Canada to improve measurement of the remoteness of communities connected to the main road network by ferry;
- (h) Receiving reports from ISC on the compliance of FNCFS Agencies with their funding agreements, including compliance with child and community wellbeing plans;
- (i) Jointly developing with ISC cultural humility training for ISC employees that support implementation of this Final Agreement.
- (j) Establishing a Systemic Review Committee as a subcommittee and establishing its terms of reference;
- (k) Receiving advice from the Systemic Review Committee of any trends of concern it finds and recommendations to address and remedy any of its findings;
- (l) Establishing a Technical Advisory Committee as a subcommittee and establishing its terms of reference;
- (m) Receiving technical advice from the Technical Advisory Committee on implementation of the Reformed FNCFS Program; and
- (n) Publishing an annual report on the progress of the implementation of this Final Agreement to be made available to the public, which will be provided to the Parties prior to being released to the public.

6.2 The responsibilities of the Members include:

- (a) making all reasonable efforts to attend meetings of the Committee or appoint an alternate to attend. In the event that a Member is unable to attend a meeting, they must advise the Chair of such and if an alternate will attend the meeting on behalf of the Member;
- (b) acting in accordance with these Terms of Reference and other applicable protocols and guidance of the Committee;
- (c) in the event of a personal conflict of interest, to disclose such conflict to the Committee and to recuse themselves from any discussion, decision, debate, or vote on any matter in respect of which they would be in such a personal conflict of interest; and
- (d) participating in the activities of the Committee and its decision-making.

6.3 The responsibilities of the Chair include:

- (a) the responsibilities of Members as outlined in paragraph 6.2;
- (b) developing the meeting agenda in consultation with the Committee and presiding over meetings;
- (c) ensuring that the Terms of Reference and other applicable protocols and guidance of the Committee are respected;
- (d) ensuring that meetings are carried out effectively, including by encouraging participation from all members, and that all relevant matters are addressed; and
- (e) liaising with the Administrative Team to ensure that meetings are adequately supported.

6.4 The Administrative Team's responsibilities include:

- (a) preparing and distributing meeting materials and records before and after meetings;
- (b) maintaining a repository of Committee documents including meeting records, presentations, and reports;
- (c) providing logistical and administrative support to the Chair and Members; and
- (d) providing other support as determined by the Chair or the Committee.

6.5 In addition to the Systemic Review Committee and the Technical Advisory Committee, the Committee may form one or more sub-committees as it deems necessary to carry out its responsibilities.

7. Other Matters

- 7.1 These Terms of Reference complement the provisions of the Final Agreement on the mandate, membership and other aspects of the Committee. If there is a conflict between these Terms of Reference and the Final Agreement, the Final Agreement shall prevail.
- 7.2 Additional operational protocols or guidance may be developed by the Committee, as appropriate. If there is a conflict between an additional protocol or guidance and these Terms of Reference, the Terms of Reference shall prevail.
- 7.3 The Terms of Reference may be amended at any time on the unanimous agreement of the Parties.

SCHEDULE A

CONFIDENTIALITY AGREEMENT

MEMBERS AND ATTENDEES OF THE REFORM IMPLEMENTATION COMMITTEE

WHEREAS the Chiefs of Ontario, Nishnawbe Aski Nation, and Canada (the “**Parties**”) entered into an agreement that resolves all outstanding issues in the *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada File No. T1340/7008* proceedings related to the reform of the FNCFS Program in Ontario, resulting in the Final Agreement on the Long-Term Reform of the FNCFS Program in Ontario dated February 26, 2025, and the related order, **XX**;

AND WHEREAS the Parties to the Final Agreement on the Long-term Reform of the FNCFS Program in Ontario require Members of the Ontario Reform Implementation Committee and non-Member attendees at Ontario Reform Implementation Committee meetings (“**Members and Attendees**”) to preserve the confidentiality of the information which is disclosed to them for the purposes of fulfilling the Ontario Reform Implementation Committee’s mandate and wish to set out in this agreement the rights, obligations, and sanctions with respect to the disclosure and use of their confidential information (this “**Confidentiality Agreement**”);

NOW THEREFORE, the below signatories hereby agree as follows:

1. This Confidentiality Agreement reflects the requirements of the Parties to the Final Agreement on the Long-term Reform of the FNCFS Program in Ontario and the ongoing commitments of Members and Attendees to confidentiality.
2. The content of the discussions of the Ontario Reform Implementation Committee or information shared during its meetings, including but not limited to any proposals, documents, and/or suggestions, shall be kept confidential.
3. Members and Attendees shall not share any information or content obtained during meetings of the Ontario Reform Implementation Committee or related discussions with the public, third parties, or the media. Without limiting the generality of this provision, this includes the dissemination of information by way of live streaming, social media, electronic means, or by way of the physical sharing of documents.
4. Members are permitted to share information with their political leaders, officials, technical staff and advisors, and such other persons as agreed upon by the Committee, to the extent necessary to fulfill the mandate of the Ontario Reform Implementation Committee and keep those individuals informed of the progress in implementing the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario. These additional people must be made aware of and agree to abide by the provisions of this Confidentiality Agreement.

5. Members and Attendees are free to publicly share their own aspirational views on the long-term reform of the FNCFS Program in Ontario, provided that nothing is shared in relation to the discussions, meetings, decisions, or other interactions of the Ontario Reform Implementation Committee.
6. Members and Attendees shall promptly return any information provided to them in the context of their role as a Member or attendee upon request of the Parties, upon their replacement, or upon the termination of their participation.
7. Members and Attendees shall keep all information or documents in their control and possession secure, accept full responsibility for the confidentiality of the information, and take every reasonable step to prevent unauthorized persons from examining and/or copying this information.
8. The terms of this Confidentiality Agreement survive the termination of each Member's membership and each Attendee's participation.

By executing this Agreement, the signatory represents their ongoing commitment to confidentiality and that any infringement by them of these provisions may be grounds for legal action. They further understand and accept their ongoing responsibilities and commitments set out above relating to confidential information.

Signatories:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Appendix 8: First Nations Child and Family Services Terms and Conditions

This document presents the amendments to FNCFS Terms and Conditions that will be made to support the implementation of the Ontario Final Agreement. The inclusion of Appendix A: Reformed FNCFS Program in Ontario as well as the underlined and highlighted amendments in the national Terms and Conditions will be implemented on the Effective Date of the Ontario Final Agreement. Note these changes are presented against updated FNCFS Terms and Conditions (effective April 1, 2025).

FNCFS Terms and Conditions: Contributions to provide children, youth, young adults, families and communities, with prevention and protection services

Table of contents

- [Context](#)
- [1. Introduction](#)
- [2. Authority](#)
- [3. Purpose, objective and outcomes](#)
 - [3.1 Purpose](#)
 - [3.2 Objective](#)
 - [3.3 Outcomes](#)
- [4. Eligible FNCFS funding recipients](#)
- [5. Eligible program activities](#)
 - [5.1 Protection: Child protection, guardianship and support](#)
 - [5.2 Maintenance and care](#)
 - [5.3 Prevention](#)
 - [5.4 Post-majority support services](#)
 - [5.5 First Nation Representative Services](#)
 - [5.6 Supporting initiatives](#)
- [6. Eligible expenditures](#)
 - [6.1 Protection](#)
 - [6.2 Maintenance and care](#)
 - [6.3 Prevention](#)
 - [6.4 Post-majority support services](#)
 - [6.5 First Nation Representative Services](#)
 - [6.6 Supportive initiatives](#)
 - [6.7 Capital](#)
- [7. Application requirements and assessment criteria](#)
- [8. Method for determining the amount of funding](#)
 - [8.1 Capital assets](#)

- [8.2 First Nations and FNCFS Service Providers](#)
 - [8.3 Supporting initiatives](#)
- [9. Maximum amount payable](#)
- [10. Basis for payment](#)
- [11. Stacking limits](#)
- [12. Performance measurement and reporting](#)
 - [12.1 Performance measurement](#)
 - [12.2 Financial reporting](#)
- [13. Official languages](#)
- [14. Redistribution of contributions](#)
- [Appendix A: Reformed FNCFS Program in Ontario](#)
 - [A.1 Context](#)
 - [A.2 Program services, funding strategies and initiatives in Ontario](#)
 - [A.3 Eligible FNCFS funding recipients in Ontario](#)
 - [A.4 Type and nature of eligible expenditures in Ontario](#)
 - [A.5 Application requirements and assessment criteria in Ontario](#)
 - [A.6 Program funding in Ontario](#)
 - [A.6.1 Method for determining the amount of funding](#)
 - [A.6.1.1. Prevention services](#)
 - [A.6.1.2 Post-majority support services](#)
 - [A.6.1.3 First Nation Representative Services](#)
 - [A.6.1.4 Child protection services \(Baseline funding\)](#)
 - [A.6.1.5 Information technology funding strategy](#)
 - [A.6.1.6 Results funding strategy](#)
 - [A.6.1.7 Emergency funding strategy](#)
 - [A.6.1.8 Household support funding strategy](#)
 - [A.6.1.9 Funding adjustment](#)
 - [A.6.1.10 Supporting initiatives](#)
 - [A.6.2 Maximum amount payable](#)
 - [A.6.3 Funding mechanism approach](#)
 - [A.6.3.1 FNCFS funding mechanism \(“Flexible Funding Approach”\)](#)
 - [A.6.3.2 Fixed funding approach](#)
 - [A.6.4 Basis for payment](#)
 - [A.6.4.1 Advance and progress payments](#)
 - [A.6.4.2 Holdbacks](#)
 - [A.7 Program planning and reporting in Ontario](#)
 - [A.7.1 First Nation Multi-Year Plan](#)
 - [A.7.2 Child and Community Wellbeing Plan](#)
 - [A.7.3 FNCFS Program plan](#)
 - [A.7.4 FNCFS Unexpended Funding Plan](#)
 - [A.8 Effective date](#)

Context

In January 2016, the Canadian Human Rights Tribunal (CHRT or Tribunal) ordered Canada to cease its discriminatory practices and reform the First Nations Child and Family Services (FNCFS) program and the 1965 Agreement with the Province of Ontario. This order, and subsequent orders, arose from a human rights complaint filed by the First Nations Child and Family Caring Society of Canada and the Assembly of First Nations in 2007. Canada accepts the orders and acknowledges that the discriminatory funding as found by the CHRT has created various adverse impacts for many First Nations children, youth and families. More details on these decisions are available online through the Canadian Human Rights Tribunal.

On February 26, 2025, Canada, the Chiefs of Ontario and Nishnawbe Aski Nation reached a Final Agreement on Long-Term Reform of the FNCFS Program in Ontario. The agreement came into effect on [Effective Date of the Ontario Final Agreement] following approval by the CHRT. The agreement supersedes and replaces all CHRT orders relating to the FNCFS Program in Ontario. Appendix A to these terms and conditions supports the implementation of the Reformed FNCFS Program in Ontario.

Outside of Ontario, these terms and conditions continue to improve aspects of the program that were determined by the Tribunal to be discriminatory. These transitional terms and conditions are to support the implementation of the immediate measures toward reform of the child and family services program.

Outside of Ontario, where there are inconsistencies between these terms and conditions and the Canadian Human Rights Tribunal decisions or decisions by any other Canadian court, in the context of the *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (T1340/7008)* matter, the orders prevail and Canada will amend these terms and conditions to comply with the applicable orders. The changes also support the broader reform of the program to address discrimination identified by the Tribunal (2016 CHRT 2) which focused on addressing the real needs of First Nations children, youth and families living on reserve or in Yukon and preventing the perpetuation of historical disadvantage.

Canada is committed to a child and family services program that promotes culturally-based and substantively equitable funding to support interventions to ensure the well-being and continuity of family, community and that cultural connections are preserved for First Nations children, including those in alternate care.

The intention is that these terms and conditions are consistent with the United Nations Convention on the Rights of the Child (UNCRC). Changes to the FNCFS Program emphasize that children and family well-being, including, the safety and best interest of child(ren) are paramount and that cultural and linguistic connections should be upheld.

Canada is committed to working with partners, including provinces and Yukon, to transition the program to be needs based, impartial and inclusive, child-centered, community-directed, and focused on prevention and early intervention.

Outside of Ontario, these Terms and Conditions are transitional in nature, and the purpose is to advance reform and help move the program toward a child, youth, young adult, family, and community focused approach to service delivery. The program intends to support the well-being of First Nations children, youth, young adults, families, and communities, and recognizes program delivery is unique and complex. A centered approach to service delivery promotes, cultural safety, reunification, repatriation, interconnectedness and seeks to prevent separating a child or youth from their family, wherever possible, while ensuring supports are in place that enable children, youth, young adults and families to thrive. Prevention programming enriches options to enhance protective factors and promote positive outcomes.

1. Introduction

The First Nations Child and Family Services (FNCFS) program oversees, administers and provides contribution funding for the ongoing provision of culturally appropriate prevention, including early intervention, and legislated protection services, including least disruptive measures, to respond to children at risk of harm or maltreatment, support family preservation and well-being, including cultural and linguistic connections for First Nations children, youth and families ordinarily resident on reserve or in Yukon. Canada recognizes the need for culturally-appropriate child and family services that would speak to the unique needs and circumstances of First Nations children and families, as defined by First Nations.

As of January 1, 2020, child and family services provided to Indigenous children must be delivered in accordance with the national principles and minimum standards set in [*An Act respecting First Nations, Inuit and Métis children, youth and families*](#) (The Act). The Act's national principles of substantive equality, cultural continuity, and the best interests of the child have been established to help guide the provision of Indigenous child and family services while supporting Indigenous groups and communities should they choose to transition toward exercising partial or full child and family services jurisdiction at a pace and time that they choose. Until an Indigenous group, community or people exercises jurisdiction utilizing the framework of the Act, agreements related to existing service providers remain valid unless the Indigenous groups and service provider concerned decide otherwise.

As of April 1st, 2022, the FNCFS Program funds post-majority support services to youth ageing out of care and young adults who were formerly in alternative care up to their 26th birthday across all provinces and in Yukon. Children are defined as persons under the age of majority, which means the age at which a person is granted the rights and responsibilities of an adult, in accordance with applicable child and family and First Nations legislation. Young adults are defined as persons

who have reached the age of majority as defined in applicable First Nations, provincial/territorial legislation and have not reached their 26th birthday.

Child and family services, including First Nation Representative Services (formerly known as Band Representative Services in Ontario), are provided in accordance with the Act as well as applicable legislation and standards of the province, Yukon or First Nation.

Funding under the FNCFS Program is available to First Nation communities who are not receiving funding through a federal funding transfer agreement for child and family related services.

In order to provide equal opportunity and achieve equitable results and outcomes, the program supports variations in service provision.

2. Authority

The FNCFS Program is delivered **across Canada** under the authority of the *Department of Indigenous Services Act*, S.C., 2019, c. 29, s.336., which provides the Minister of Indigenous Services with powers, duties and functions that extend to and include all matters over which Parliament has jurisdiction and that are not by law assigned to any other department, board or agency of the Government of Canada, relating to the provision of services to Indigenous individuals who are eligible to receive those services under an Act of Parliament or a program of the Government of Canada for which the Minister is responsible.

The Canadian Human Rights Tribunal orders relating to the FNCFS Program **outside of Ontario** include the reform of the FNCFS Program, including ceasing discriminatory practices, protocol on consultations, determination of budget, funding deficiencies, **and** immediate funding relief. Certain remedial orders are intended to address the discrimination identified by the CHRT and prevent its recurrence. More details on decisions are available on the Tribunal's website or by clicking on the CHRT decision links below:

- [January 26, 2016, order, \(2016 CHRT 2\)](#)
- [April 26, 2016, order, \(2016 CHRT 10\)](#)
- [September 14, 2016, order, \(2016 CHRT 16\)](#)
- [February 1, 2018, order, \(2018 CHRT 4\)](#)
- [August 11, 2020 order \(2020 CHRT 24\)](#)
- [February 11, 2021, order, \(2021 CHRT 6\)](#)
- [March 17, 2021, order \(2021 CHRT 12\)](#)
- [January 18, 2022, order, \(2021 CHRT 41\)](#)
- [March 24, 2022, order, \(2022 CHRT 8\)](#)

3. Purpose, objective and outcomes

3.1 Purpose

The FNCFS Program is intended to provide resources and funding to support the holistic and culturally appropriate delivery of prevention and protection services to meet the needs of children, youth and families ordinarily resident on reserve or in Yukon. The FNCFS Program funds eligible recipients to provide services that account for the distinct needs of First Nations children, youth and families including cultural, historical and geographical circumstances. Child and family services also includes post-majority support services.

3.2 Objective

The objective of the FNCFS Program is to support thriving children, youth, young adults, families and communities by funding eligible recipients, as outlined in Section 4, to deliver prevention and protection services such as child protection, guardianship and support and child maintenance and care for children and families ordinarily resident on reserve or in Yukon; and in Section 7, to deliver First Nations Representative Services.

Services under the FNCFS Program will be provided in an inclusive and impartial manner based on substantive equality to address the specific needs and circumstances of First Nations children and families living on reserve or in Yukon. Services may take into account First Nations' cultural, historical and geographical needs and circumstances, in a manner that accounts for the best interest of the child, as defined by First Nations. Funding under the program will also consider cost drivers related to inflation and increased needs or numbers of children in care and their families or children and families receiving FNCFS services; including prevention services.

The program provides access to linguistic supports such as translation or interpretation services of Indigenous languages, where appropriate, to ensure a culturally appropriate service delivery pursuant to Canada's authorities under the *Indigenous Languages Act*.

3.3 Outcomes

Indigenous Services Canada's Departmental Results Framework consists of the department's Core Responsibilities, Departmental Results and Departmental Results Indicators. The FNCFS Program contributes to the following Departmental Results Framework result: *Indigenous Peoples are culturally safe and socially well*.

The FNCFS Program aims to achieve the following immediate, intermediate and ultimate outcomes:

Immediate: 1 to 2 years

- First Nations and FNCFS Service Providers are informed of current and upcoming service possibilities and associated delivery requirements, including roles and responsibilities
- First Nations and FNCFS Service Providers have the resources to plan for and deliver culturally appropriate services to First Nations children, youth, young adults, and families
- First Nations and First Nation Service Providers are aware of the different roles and responsibilities of First Nations and FNCFS Agencies
- First Nations children have access to culturally adapted prevention services
- First Nations children and youth have access to a culturally appropriate environment
- First Nations children and families have access to First Nation Representative Services
- First Nations youth aging out of care and young adults formerly in care have access to post-majority support services

Intermediate: 3 to 5 years

- First Nations, FNCFS Agencies and First Nation Service Providers are working collaboratively toward service delivery
- First Nations, FNCFS Agencies and First Nation Service Providers are working collaboratively as a network of support for children and families
- Protective factors are built, and risk factors are identified and addressed within families and communities
- First Nations children and youth in care remain connected to their family, community, and culture
- Post-majority support services are provided routinely to First Nations youth aging out of care and young adults formerly in care

Ultimate: 5 years and beyond

- Thriving children and families are supported by First Nation community-driven child and family services

4. Eligible FNCFS funding recipients

The following section does not apply in Ontario. Eligible FNCFS funding recipients in Ontario and funding available to them under the Reformed FNCFS Program in Ontario are outlined in Appendix A, Section A.3.

1. **First Nation(s)**, meaning a “band” as defined in subsection 2(1) of the Indian Act, RSC, 1985, C 1-5, as amended, and which is delivering services and receives funding under the FNCFS Program.
2. **FNCFS Service Provider:**
 - a) **FNCFS agency**, meaning an agency established by and affiliated with one or more First Nations and fully or partially delegated or authorized pursuant to provincial or other authorities to provide legislated child welfare services on reserve.
 - b) **First Nation Service Provider**, meaning an entity authorized by the First Nation to support the implementation of the FNCFS Program, and the delivery of services, on reserve, including non-delegated service providers, not-for-profit First Nation organizations, and mandated organizations (i.e. Tribal Councils or regional Indigenous organizations).
3. **Provincial and Yukon Governments**, meaning a provincial or Yukon government responsible for delivering and/or delegating the authority to deliver legislatively mandated child and family services (i.e. child protection and intervention services) in accordance with the respective jurisdiction’s child and family services law.
4. **National, Regional and Local Organizations**, meaning an organization representing First Nations in Canada on a local, regional or national basis, and has a mandate to protect and promote the social and cultural interests of First Nations as they relate to the implementation and delivery of FNCFS Program.

The table below outlines the FNCFS services and initiatives available to eligible FNCFS funding recipients **outside of Ontario**.

FNCFS Program services and initiatives	Eligible FNCFS funding recipients
FNCFS Program services	
Child Protection Services (child protection, least disruptive measures, guardianship and support and maintenance and care)	<ul style="list-style-type: none"> • FNCFS agency • First Nation Service Provider, pursuant to applicable child and family legislation • Provincial and Yukon Governments
Prevention services	<ul style="list-style-type: none"> • First Nation • FNCFS agency • First Nation Service Provider, if requested by the First Nation(s)

Post-majority support services	<ul style="list-style-type: none"> • First Nation • FNCFS agency • First Nation Service Provider, if requested by the First Nation(s)
First Nation Representative Services	<ul style="list-style-type: none"> • First Nation • First Nation Service Provider, if requested by the First Nation(s) • FNCFS agency, if requested by the First Nation
Other FNCFS Program initiatives	
Supporting initiatives	<ul style="list-style-type: none"> • First Nation • FNCFS Service Provider • National, regional and local organizations

5. Eligible program activities

The following section does not apply in Ontario. Eligible program activities under the Reformed FNCFS Program in Ontario are outlined in Appendix A, Section A.2.

The following are the eligible streams of activities:

- Child protection, guardianship and support (Section 5.1): agency operations, service delivery to support the provision of protection services, multi-year planning (Section 5.1.1)
- Maintenance and care (Section 5.2): direct services related to placing First Nations children into temporary or permanent care out of the parental home
- Prevention (Section 5.3): resources to support the delivery of prevention services
- Post-majority support services (Section 5.4): resources to support the delivery of post-majority support services
- First Nation Representative Services (Section 5.5): resources to support the delivery of First Nation Representative Services
- Supporting initiatives (Section 5.6): resources to support implementation of the FNCFS Program.

5.1 Protection: Child protection, guardianship and support

The intention of protection funding is to ensure children and youth are safe, well, healthy, and living free of harm or child maltreatment, in the context of the provision of child and family services. Protection is not intended to be punitive and can be framed as a support to communities and families. Protection and prevention services are not mutually exclusive.

Least disruptive measures are measures that flow from a child maltreatment assessment or investigation and are critical to safety planning for children and families involved with child and family services and include:

- targeted actions or services that meet the threshold of risk for involvement with an FNCFS agency. These actions or services seek to prevent separating children or youth from their families or support reunification of families, while ensuring supports are in place that mitigate the risk of child maltreatment or harm; and
- supports to children, youth and families who have been identified by an FNCFS agency as being at risk, and is undergoing an assessment of child maltreatment or harm.

Child protection services are prompted when a child, ordinarily resident on reserve or in Yukon, registered or entitled to be registered under the *Indian Act*, is identified as potentially being at risk of harm or maltreatment.

Protective child and family services must be delivered in accordance with the federal Act, provincial, territorial or First Nation legislation and standards, and are funded accordingly. As of January 1, 2020, service providers delivering these services must also comply with the national principles and minimum standards set in the Act.

Eligible services and activities include:

- intake, assessment and investigation of child maltreatment reports, including after-hours services
- intervention planning implementation and evaluation to address identified risks and promote protective factors (least disruptive measures)
- after hours and crisis line services
- alternative dispute resolution services and proceedings, such as family group conferencing
- legal fees associated to child and family services, or other legal fora
- supervision orders
- guardianship, voluntary and special needs custody agreements
- adoption and customary care services
- community and stakeholder engagement and education on child and family services and child maltreatment including associated risk and protective factors
- placement development including recruiting, assessing, training, supporting, monitoring and evaluating care providers
- placement services, community liaison and outreach
- alternative care resource development, training, support and monitoring
- services to support the delivery of culturally appropriate supports and intervention services
- placement planning, development and implementation provisions, culturally-based standards that could be applied by First Nations for child welfare

5.1.1 Multi-year planning

Each FNCFS agency and service provider with an existing plan for child and family services can update this plan to outline agency/service provider's response to needs and priorities identified within the communities it serves, including how service delivery will be coordinated with other service providers, and contribute to the expected outcomes. The plans are intended to provide a better understanding of priorities and alignment with the First Nations needs over the medium-term and how to best support these priorities going forward.

Eligible activities include:

- community consultations and coordination to support the development, implementation and the delivery of child and family services
- stakeholder, and community engagement and education
- policy development to support the delivery of FNCFS programming
- design of service and delivery models including staffing requirements
- design, implementation and evaluation of change management
- development and implementation of operational plans
- strategic planning and implementation
- negotiation and implementation of agreements
- development, implementation and evaluation of service standards and outcomes
- development and implementation of cultural services and supports
- development, implementation and evaluation of emergency measures related to child, youth and family (for example, pandemic or natural emergencies that place children at higher risk of maltreatment or mental health crisis)

5.2 Maintenance and care

Child maintenance and care include the services associated to placing First Nations children into alternate care. Eligible activities and services are delivered in accordance with applicable legislation and standards and funded accordingly.

Eligible activities include:

- neurodiversity services such as special needs assessment and testing
- placement, support and supervision for children and youth in alternate care while measures are taken with the family to remedy the situation, such as kinship, foster or group care, residential treatment, support for Elders and extended family members caring for children, independent living
- family visitation, including parents, siblings and extended family members
- services for children with behavioural problems
- non-medical, time-limited services
- mental health or addiction services

- direct services and supports not covered by First Nation and Inuit Health Branch (FNIHB) or other federal or provincial programs
- other provincially approved professional services, including child representation and/or associated legal services, where funding from other sources was or will not be received, in whole or in part, to support that activity
- formal customary care, adoption and post-adoption services
- direct services to support a child's care plan
- activities to meet the needs of children in care, including land-based or cultural activities
- provision of child custody/guardianship
- reunification of children and youth in, or formerly in, care with families on reserve or in Yukon
- extension of services to facilitate the transition of First Nations youth into adulthood toward self-care and independence

5.3 Prevention

Canada funds, as of April 1, 2022, prevention at \$2,500 per registered First Nation person resident on reserve and in Yukon in total prevention funding in advance of the complete reform of the FNCFS Program funding formulas, policies, procedures and agreements. Canada shall fund the \$2,500 on an ongoing basis adjusted annually based on inflation and population until the reformed FNCFS Program is fully implemented.

Funds will be directed to the First Nations and/or First Nations child and family service providers(s) responsible for the delivery of prevention services. These funds shall be eligible to be carried forward by the First Nation and/or First Nations child and family service providers(s).

The development and delivery of prevention services aims to support the safety and well-being of First Nations, children, youth, young adults, families and communities, in an approach that is culturally appropriate, in their best interests, and in accordance with substantive equality.

Prevention services including at the primary, secondary or tertiary levels, are evidence-informed and culturally-appropriate, address identified risk factors, and build protective factors within families and communities. Prevention includes targeted services and activities that address structural drivers in order to mitigate the risks factors that could to place children at risk of harm and reduce the likelihood of children being taken into care. Prevention is a continuum of care that is based on the needs of the child and interventions can be included at all stages of prevention. Stages of prevention are not mutually exclusive.

Prevention projects or activities also support the implementation and operationalization of the minimum standards and principles laid out in the Act, as

well as projects and activities intended to build a greater evidence for culturally specific supports or intervention.

In promoting positive outcomes, child and family service programming may focus on building up a child, youth, young adult, or family's sense of purpose, optimism and hope, resilience, and confidence.

5.3.1 Primary prevention

Primary prevention services are aimed at the community as a whole. A community centered approach to prevention programming could include the ongoing promotion, public awareness and education of traditional child caring approaches, healthy families and child development. Activities could include those that enhance protective factors at a community-level, and help to create the network that supports family retention and healing, cultural engagement, connection, and a sense of belonging.

Eligible activities for primary prevention for the purpose of supporting the best interests of the child and substantive equality, could include:

- classes, workshops and outreach to improve family preservation and well-being, for example:
 - domestic violence healthy relationships, sexual education, and anger management awareness
 - culture, language, and nutrition classes for parents and teen parents
 - parent education programs to enhance family preservation and well-being such as nurturing adult-child relationships
 - community outreach and awareness campaigns on child maltreatment, children's rights, prevention and how and where to report suspected child maltreatment
 - financial management and independent life skills
- after hours and crisis/help line services (including chat, virtual)
- well-being services, including cultural and recreational activities, that support children and families at risk in the home and community
- coordination efforts with other relevant federal or provincial sectors or programs including addictions and mental health, income support, housing and domestic violence to support community wide information and awareness sessions

5.3.2 Secondary prevention

Secondary prevention services are activated when a child may be at risk of harm or child maltreatment and where intervention could enhance protective factors and remediate the risk.

Secondary prevention programming could include services that establish and build on secure and responsive social relationships between children and caregivers, and support parents in meeting their family's developmental, health, educational, social, cultural, and spiritual needs.

Eligible activities for secondary prevention for the purposes of supporting the best interests of the child and substantive equality, could include:

- group interventions or supports
- home visit programs for parents
- parent mentoring, parenting skills programs, in-home supports, respite care
- family counseling, guidance and assessment
- addictions treatment for parents as an alternative to taking children into care or as part of a plan for family reunification
- addictions treatment for youth as part of a plan for family remediation
- mediation and alternative resolution disputes
- coordination and references to other providers related to wrap-around services and interventions to ensure a coordinated approach based on identified needs including income support, housing, addictions and mental health
- cultural and recreational activities for children and youth at risk
- services to support reunification and repatriation of children and youth with families on reserve or in Yukon, including maintaining and enhancing community connections

5.3.3 Tertiary prevention

Tertiary prevention services target specific families when a child has been identified as at risk of harm or child maltreatment. Tertiary prevention attempts to mitigate the risks of separating a child from their family and end the crisis. Targeted, least disruptive interventions and measures, as defined in Section 5.1, refer to the most appropriate level of service needed by a family whose child(ren) is/are at risk of harm or maltreatment or where maltreatment has taken place.

Eligible activities for tertiary prevention for the purposes of supporting the best interests of the child and substantive equality, could include:

- immediate crisis interventions that are identified on the basis of the child's best interest including cultural, communal and other activities to build self-esteem and healing
- domestic violence interventions
- intensive family preservation services
- restorative intervention services
- mental health and addictions treatment for parents as an alternative to taking children into care or as part of a plan for family reunification

- mental health and addictions treatment for youth as part of a plan to remediate risk and promote family wellness

5.4 Post-majority support services

Canada shall fund First Nations and FNCFS services providers at actual cost for post-majority support services to youth in care approaching the age of majority and young adults who have transitioned out of care at the age of majority up to their 26th birthday or to the age as defined in provincial/Yukon legislation (whichever is greater), across all provinces and in Yukon.

Eligible activities, as they relate to child and family services include:

- operational and direct support services to implement a young adult's transition plan
- direct services and supports not covered by First Nation and Inuit Health Branch (FNIHB) or other federal or provincial programs
- other provincially approved professional services, including child representation and/or associated legal services, where funding from other sources was or will not be received, in whole or in part, to support that activity
- neurodiversity services such as assessment and testing
- psychological and diagnostic testing and assessment
- supports that assist First Nation youth transition into adulthood and independence, housing, food security, health and wellness activities and supports, life skills development, education activities or assistance, community and cultural (re)connection and assistance to establish family and social relationships and self-care supports
- needs-based financial support (budgeting, credit, money management)
- equitable funding to meet basic needs and access clothing and hygiene items
- livable basic income based on local realities and inflation
- financial literacy programs, planning and access to financial advisors
- financial costs and support to acquire various forms of identification (birth certificate, government ID, passports)
- financial cost and support for driver's permit and driver's education
- education mentorship and support, including education related costs
- assistance to navigate education systems and options
- professional development and skills training, and/or career path planning, tutoring and career counselling
- technology required for education
- financial support for training/certifications (i.e. first aid, food safe, childcare)
- rent and rent subsidies
- interim housing options during transition of youth to independence
- supports in viewing housing, guidance, transportation, housing related skills training

- moving costs and support
- basic household necessities, including home repairs
- basic household utilities, including internet connectivity and clean water
- life/home skills including in home supports (i.e., cooking, housekeeping, planning, life coaching)
- clothing including clothing required for employment
- personal care and hygiene including menstrual supplies
- non-insured medical, dental and allied health services prescribed by relevant professional
- sexual and gender identity health supports, i.e. education related to sexually transmitted diseases, sexual health
- funding to ensure consistent access to holistic health services, transportation to and from, support navigating health systems
- counselling and support including support for family violence
- trauma informed mental health and addictions support options
- early intervention and parenting services for youth expecting a child or who have dependents, if needed
- nutrition training, mentorship re: groceries, meal planning
- access to physical activity, recreation and sport
- rehabilitative supports, when required
- mentorship and peer supports
- family mediation and counselling
- safe reintegration into community and culture of origin, including visits to community of origin
- cultural programs, regalia and ceremony, land-based wellness
- support and guidance from Indigenous Elders and Knowledge Keepers, traditional knowledge

5.5. First Nation Representative Services

The FNCFS Program supports the functions of First Nation Representative Services when it relates to First Nations child and family service matters, including the representation and advocacy of the children's rights and collaboration with other service providers to ensure the best interest of the child.

"First Nation Representative Services" means the services delivered by a First Nation or an entity authorized by a First Nation that provide for a First Nation's participation in child and family services and child welfare processes involving its members, and which are funded under the FNCFS Program.¹

First Nation Representative Services will be funded in accordance with the applicable guide. Funding is intended to account for First Nation-derived FNRS

¹ Pursuant to the Merits Decision and subsequent rulings, the Tribunal referred to First Nation Representative Services as "Band Representative Services" in Ontario.

mandates, the cultural needs of a child; and the need for First Nations to participate in the development a child's plan of care.

Eligible activities may include:

- serving as the main liaison, on behalf of families and communities, between First Nations and a FNCFS service provider
- providing cultural training and advice to FNCFS stakeholders
- delivering and supervising customary care
- monitoring custody agreements with FNCFS service providers; securing access to legal resources
- attending and participating in court proceedings
- receiving and responding to notices under federal and provincial legislation
- adoption, customary adoption and other forms of permanency planning
- ensuring that the cultural needs of a child are being addressed by a FNCFS service provider; and participating in the development a child's plan of care

5.6 Supporting initiatives

Supporting initiatives align with the purpose and objectives of the FNCFS Program outlined in Section 3, and include activities to support and inform the implementation of the FNCFS Program.

- Promoting of the governance of and access to evidence-based data and tools to support and inform the delivery of FNCFS programming.
- Developing and designing supports and structures to support the purpose and objective of the FNCFS Program, as outlined in Section 3.

6. Eligible expenditures

The following section does not apply in Ontario. Eligible expenditures under the Reformed FNCFS Program in Ontario are outlined in Appendix A, Section A.4.

6.1 Protection

Protective child and family services must be delivered in accordance with applicable legislation and standards, and are funded accordingly. Eligible expenditures are considered the costs necessary to operate, deliver and support the provision of child and family services and activities in the best interests of the child and in accordance with substantive equality outlined in Section 5.

Eligible expenditures include:

- staff salaries and benefits to support the direct delivery of protection services and post majority services

- employee assistance program costs
- staff travel and transportation
- staff recruitment, training and professional development costs (training, workshops)
- costs supporting orientation and training of local committees
- costs to support board and committee operations
- honoraria for Elders and Knowledge Keepers
- interpretation costs including cultural and First Nations language supports to ensure the delivery of culturally appropriate services
- paraprofessional and professional fees
- legal fees associated to child and family services, or other legal fora
- costs related to supervision orders
- after hours and crisis intervention supports
- placement development such as recruiting, assessing, training, supporting, monitoring and evaluating care providers
- costs to support the governance and central administration functions (administrative overhead and costs) such as office lease, computer and IT, utilities, insurance and janitorial and ground maintenance services to support the delivery of services
- maintenance such as general repairs, painting, plumbing, electrical
- professional dues and subscriptions, licenses, memberships, insurance fees, etc.
- costs related to development or purchase, implementation and evaluation of client information management and technology systems, data collection, data management and analysis
- costs to support the development and implementation, audits, monitoring, program evaluation
- provisions to ensure privacy, security and proper management of records
- incorporation costs and incorporation reporting costs including annual general meetings

6.2 Maintenance and care

Maintenance and care expenditures are the direct costs of placing First Nations children into temporary or permanent care out of the parental home, including foster care rates and group home rates. Eligible expenditures support services delivered in accordance with the applicable legislation and standards, and are funded accordingly.

Eligible expenditures include:

- allowance for assessment
- placement development costs, such as recruiting, assessing, training, supporting, monitoring and evaluating care providers
- direct costs and supports related to a child's care plan
- costs to support children in alternative care

- purchases on behalf of children in care
- special needs assessment and testing costs
- non-medical services to children with behavioural problems
- non-medical, limited-duration services
- direct costs for a child to support services not covered by FNIHB or other federal or provincial programs
- other provincially approved, professional services and costs, including child representation and associated legal fees, where funding from other sources was not and will not be received in whole or in part to cover the costs
- costs to support the establishment and maintenance of Registered Education Saving Programs when necessary to comply with provincial legislation or policy
- costs to support formal customary care and adoption
- post-adoption subsidies and supports
- costs to support the provision of child custody or guardianship
- costs to support activities to meet the needs of children in care, including land-based or cultural activities and equipment
- costs to support the reunification of children and youth in care with families on reserve or in Yukon
- costs related to family preservation, cultural and linguistic connections and supports to ensure the provision of inclusive and impartial child and family services including needs related to disability, sexual orientation, gender diversity and other characteristics protected by law

6.3 Prevention

Eligible expenditures include:

- salary & benefits to support the delivery of prevention services
- costs related to supporting recruitment, training or professional development of prevention workers
- honorariums for Elders and Knowledge Keepers
- professional and paraprofessional services and professional fees
- professional dues and subscriptions, licenses, memberships, etc.
- general program delivery costs
- non-medical travel costs and accommodations to support the delivery of services
- court related costs for families
- travel or other costs, including addictions treatment to support the reunification and repatriation of children or youth in care or formerly in care with families on reserve or in Yukon
- costs to support governance and the central administration functions (administrative overhead and costs) such as office lease, computer and IT, utilities, insurance and janitorial and ground maintenance services to support the delivery of prevention services

- program costs and assistance to support specific needs for children, youth, and families at risk of becoming involved with the child and family services system and those already involved in the child and family services system:
 - episodic or emergency supports to assist caregivers in meeting children's and caregivers' basic needs
 - assistance for children and families to support and facilitate the maintenance and enhancement of community connections by coordinating access to culture and language programs, including one-on-one assistance to strengthen families
 - costs supporting an extension of services for youth transitioning out of the child welfare system to adulthood that are complementary to, and not covered under the provincial or territorial legislation
 - costs and supports to ensure impartial provision of child and family services for persons with distinct identities and characteristics protected by law such as persons with disabilities or 2SLGBTQIA+ people

6.4 Post-majority support services

Eligible expenditures include:

- staff salaries and benefits to support the direct delivery of post majority care services
- employee assistance program costs
- staff travel and transportation
- staff recruitment, training and professional development costs (training, workshops)
- costs to support the central administration functions (administrative overhead and costs) such as office lease, computer and IT, utilities, insurance and janitorial and ground maintenance services to support the delivery of services
- maintenance such as general repairs, painting, plumbing, minor electrical
- interpretation costs including cultural and First Nations language supports to ensure the delivery of culturally appropriate services
- legal fees associated to child and family services, or other legal fora
- after hours and crisis intervention supports
- professional dues and subscriptions, licenses, memberships, insurance fees, etc.
- costs related to development or purchase, implementation and evaluation of client information management and technology systems, data collection, data management and analysis
- costs to support the development and implementation, audits, monitoring, program evaluation
- provisions to ensure privacy, security and proper management of records

- incorporation costs and incorporation reporting costs including annual general meetings
- costs to support eligible First Nations young adults transition into adulthood and independence, housing assistance, health and wellness activities and supports, life skills development, education activities or assistance, community and cultural (re)connection and assistance to establish family and social relationships and self-care supports

6.5 First Nation Representative Services

Eligible expenditures include:

- salaries, benefits, and costs to support the delivery of services
- human resources recruitment, training or professional development including daily honorariums for Elders and Knowledge Keepers
- paraprofessional and professional fees (such as legal services, professional dues and subscriptions, licenses, memberships, etc.)
- general program delivery costs such as non-medical travel costs, accommodations, transportation, or meals for First Nations Representatives to support the delivery of services
- program delivery costs and family support services including supporting specific needs for children, youth, and families at risk of becoming involved with the child and family services system and those already involved in the child and family services system. These include the following:
 - episodic or emergency supports to assist caregivers in meeting children's and caregiver's basic needs (child essentials of life such as food, diapers, clothing, cleaning or hygiene supplies, bedding and towels, children's furniture, car seats, etc.)
 - supports to caregivers involved with FNCFS service providers or Provincial/Yukon Child and Family Service Agencies, such as parental capacity assessments and related travel costs (when not covered by the delegated agency or FNIHB)
 - assistance for children and families to support and facilitate reunification, repatriation, maintenance and enhancement of community connections by coordinating access to culture and language programs, including one-on-one assistance to strengthen families
- overhead, administrative costs such as office rent, computer and IT, utilities, insurance to support the delivery of First Nation Representative Services

6.6 Supporting initiatives

Eligible expenditures include the costs deemed necessary to support the planned activities outlined above to achieve the expected results. Eligible expenditures support project operations, organizational functions and overhead costs, including

the administration and direct costs associated to implement activities or deliver services.

Funding may be approved and provided based on funding proposals or detailed plan(s) with a funding request.

6.7 Capital

Capital expenditures are funded in accordance with the Tribunal's orders (2021 CHRT 41) to support infrastructure and capital required to support the delivery of child and family services (as listed in Section 5 above) to First Nations children, youth and families on reserve and in Yukon.

The [Capital Assets Guide](#) sets out eligible project costs, which could include the acquisition or new construction of a building, lot servicing, or expansion to the existing office or program space aimed to support the delivery of services. Capital project development, preliminary work and assessment leading up to the completion of the capital project are also eligible.

Regarding the purchase and sale of capital assets and buildings, the FNCFS terms and conditions are consistent with those outlined in the applicable program directive.

7. Application requirements and assessment criteria

The following section does not apply in Ontario. Application requirements and assessment criteria under the Reformed FNCFS Program in Ontario are outlined in Appendix A, Section A.5.

Before entering into a contribution agreement, ISC will confirm its authorities to enter into an agreement with the recipient and to fund the proposed activities. The departmental review procedures for verifying eligibility, entitlement, and application approval (including risk assessments) are detailed in relevant departmental program directives and procedures.

Specific requirements include:

- legal entity's name, address and telephone
- provincial delegation document or certification when applicable
- for corporations: incorporating documents (articles of incorporation or Patents Letters), by-laws
- band council resolution for each community being represented or serviced by the agency, or service provider

- disclosure of any involvement of former public servants who are subject to the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service
- funding proposals or details plans with a funding request, or
- a multi-year plan identifying community's needs, planned activities, performance measures and reporting requirements, along with evidence of consultation and collaboration with communities

8. Method for determining the amount of funding

The following section does not apply in Ontario. The method for determining the amount of funding under the reformed FNCFS Program in Ontario is outlined in Appendix A, Section A.6.1.

8.1 Capital assets

Eligible capital assets are funded in accordance with 2021 CHRT 41, until such time as a new funding process is developed for the program.

8.2 First Nations and FNCFS Service Providers

Pursuant to 2018 CHRT 4 and 2021 CHRT 41, until a new funding methodology is developed, Canada is funding FNCFS agencies on actual costs for intake and investigation, legal fees, building repairs, the child service purchase amount, the full cost for small agencies, and the full cost of capital to support the delivery of child and family services and First Nation Representative Services under the program.

Pursuant to 2022 CHRT 8, the Tribunal amended the orders on actual costs to reflect that, as of April 1, 2022, prevention is funded at \$2,500 per person resident on reserve and in Yukon in total prevention funding in advance of the complete reform of the FNCFS Program funding formulas, policies, procedures and agreements. Canada shall fund the \$2,500 on an ongoing basis adjusted annually based on inflation and population until a reformed FNCFS Program is fully implemented.

8.3 Supporting initiatives

Funding for Supporting initiatives may be approved based on the costs necessary to implement the activities and achieve the expected results, in alignment with the detailed plan(s) or proposal(s) provided.

9. Maximum amount payable

The following section does not apply in Ontario. The maximum amount payable under the Reformed FNCFS Program in Ontario is outlined in Appendix A, Section A.6.2.

The program's funding methodology is being reformed as per the orders from the Tribunal. While the department has a temporary exception to item 8 of Appendix E of the Directive on Transfer Payments, from an operational perspective, the maximum amount payable is currently considered to be the full eligible cost of the claim of actual eligible expenditures approved by ISC, meets the reasonableness requirements included in Section 10 (Basis for payment). Once the revised funding methodology has been established, and studies completed, the department will return to the Treasury Board with a maximum amount payable that adheres to the Policy on Transfer Payments.

10. Basis for payment

The following section does not apply in Ontario. The basis for payment under the Reformed FNCFS Program in Ontario is outlined in Appendix A, Section A.6.4.

Payments will be made in accordance with federal policies as reflected in the contribution agreement, including the funding approach and conditions of payment principles. The department shall offer fixed or flexible funding to Indigenous recipients, in accordance with Appendix K of the Directive on Transfer Payments.

The reasonableness of a particular cost will be established by determining whether the expense is consistent with the CHRT legal orders and was reasonable to ensure substantive equality and the provision of culturally appropriate services, given the distinct needs and circumstances of the individual child or family, and community including their cultural, historical and geographical needs and circumstances.

Notwithstanding the above, ISC will fund, as required pursuant to CHRT orders, the following expenses when eligible recipients have not already received funding through another federal program (including another program of ISC), or any provincial, territorial or municipal government funding source for that activity:

- intake and investigations services
- legal fees
- building repairs
- full eligible agency operations costs for small agencies
- child service purchase costs
- capital expenditures for the delivery of FNCFS
- post-majority support services

In accordance with the Treasury Board of Canada Secretariat's Policy on Transfer Payments, advance payments are permitted, based on a forecast cash flow provided by the recipient and supported by the community plan. Progress payments will be subject to periodic reviews of activities and expenditures reports, as specified within the contribution agreement, which will be reviewed and validated by the department. Officials will ensure that all applicable requirements are met prior to processing a payment.

Eligible recipients may be reimbursed for eligible expenditures incurred between April 1st and March 31st of the previous fiscal year for funding agreements in place. Reimbursement of retroactive eligible expenditures requires the submission of supporting documentation in accordance with FNCFS Program guidelines and the approval of the FNCFS Program, subject to the parameters specified in both these terms and conditions and the contribution agreement.

Holdback requirements, when applicable, will be determined based on risk assessment (i.e. general assessment of the recipient and adherence to the terms and conditions of the contribution agreement) and may be up to 20% of the total contribution. This provision is not applicable to the funding of actuals and cannot lead to the Program not upholding the CHRT orders. Final payment will be contingent on the receipt by the department of the final activity, performance, and financial reports, as specified in the contribution agreement.

Funding under the FNCFS Program is targeted and cannot be used for any other purposes.

11. Stacking limits

The purpose of the clause is to promote the balance of the intended use of funds, while empowering First Nations and FNCFS service providers to leverage funds from multiple sources and support the goals of First Nations and FNCFS service providers in the delivery of programs and services.

The stacking limit is the maximum level of funding to a recipient from all sources (including federal, provincial, territorial, and municipal) for any one activity, initiative or project. The limit is 100% of eligible costs. The stacking limit will not be triggered in the case of retroactive payments ordered by the CHRT to rectify discriminatory underfunding.

It is important to note that compensation arising from the Canadian Human Rights Tribunal or the class actions (Federal Court file numbers T-402-19, T-141-20, and T-1120-21), the Children's Special Allowance or other federal child benefits, and First Nations own source revenue, are not to be considered as a source of revenue for stacking purposes.

12. Performance measurement and reporting

Data will be collected by recipients using various methods and sources, and will meet requirements set out in [the reporting guide](#). Frequency of financial and performance reporting will be specified in the contribution agreement. All recipients will be required to report at least annually.

12.1 Performance measurement

The FNCFS Program will collect, analyze, and report on data to demonstrate performance and achievement of outcomes set out in Section 3.3 of these terms and conditions, as of fiscal year 2025-2026. To ensure that a balanced approach is implemented and that the reporting burden is minimized, funding recipients will be required to provide the department only the performance data required to demonstrate performance and achievement of program outcomes. Data will continue to be collected by recipients using various methods and sources and will meet requirements set out in the reporting guide.

The frequency of financial and performance reporting will be specified in the contribution agreement, but all recipients will be required to report at least annually on the applicable plan for Child and Family Services. Financial reviews will be conducted to ensure each recipient submits financial reports in accordance with its contribution agreement specifications. An annual audited financial statement will be required in all cases.

12.2 Financial reporting

Financial reporting requirements will be determined based on the recipient's risk assessment and the type of contribution agreement. Appropriate financial reporting obligations, including frequency, will be contained within each contribution agreement.

As per the department's Management Control Framework, annual reviews will be undertaken to ascertain whether funds provided are being expended for the purposes intended, and whether a recipient's financial situation is sufficiently stable to enable continued delivery of funded activities. Where any instability is due to the department's funding structures or levels of funding, the department will take appropriate measures to mitigate and remediate these risks. The department will respect privacy laws and regulations respecting the First Nations child and family service records of children, youth and families.

13. Official languages

Where a program supports activities that may be delivered to members of either official language community, which means where there is significant demand, the

recipient is required to provide access to services in both official languages. In addition, the department will ensure that the design and the delivery of programs respect the obligations of the Government of Canada as set out in the *Official Languages Act*.

14. Redistribution of contributions

Recipients may redistribute contributions, as per the terms of their contribution agreement. Redistributions should be done in line with program objectives, eligibility criteria and eligible expenses. In doing so, however, recipients will not act as agents of the federal government.

Where a recipient further distributes contribution funding to another service delivery organization (such as an authority, board, committee, or other entity authorized to act on behalf of the recipient), the recipient will enter into a written agreement with the organization. The recipient also remains liable to the department for the performance of its obligations under the contribution agreements. Neither the objectives of the programs and services nor the expectations of transparent, fair and substantively equivalent services will be compromised by any redistribution of contribution funding.

Appendix A: Reformed FNCFS Program in Ontario

The following elements of this Appendix are only applicable to FNCFS Program services, funding strategies, and initiatives in Ontario.

A.1 Context

On [Date of signature], Canada, the Chiefs of Ontario (COO) and Nishnawbe Aski Nation (NAN) reached a Final Agreement on Long-Term Reform of the FNCFS Program in Ontario. The agreement came into effect on [Effective Date of the Ontario Final Agreement]. This Appendix supports the implementation of the Reformed FNCFS Program in Ontario to:

- support the well-being and safety of First Nation children, youth, young adults, families and communities;
- support First Nations designed models and service delivery;
- address and mitigate structural drivers that could place children, youth and families at risk of child maltreatment;
- provide predictable and flexible funding to First Nations and FNCFS Agencies; and
- support First Nations and FNCFS Agencies in working collaboratively together to address the overrepresentation of First Nations children in care by supporting prevention focused delivery models.

A.2 Program services, funding strategies and initiatives in Ontario

The Reformed FNCFS Program in Ontario funds services that promote the cultural safety and well-being of First Nations children, youth, young adults and families, including legislated services that are prevention-focused, support early interventions and build protective factors to prevent and mitigate family involvement with child and family services. The Reformed FNCFS Program strategies provide for the delivery of enhanced FNCFS Program services, that acknowledge the unique needs, strengths, and priorities of First Nations communities and account for the cultural, historical, and geographical circumstances and needs.

The Reformed FNCFS Program in Ontario prioritizes the allocation of funding to First Nations to support their autonomy to develop, plan, invest, and deliver services based on First Nation needs, circumstances, and priorities.

FNCFS Program services	
Prevention services	<p>Prevention services are evidence-informed and culturally appropriate services intended to support healthy child development, strengthen families, and promote wellbeing. Prevention needs are defined by First Nations, and services are implemented based on the well-being priorities identified by the community. Prevention services can divert families from unnecessary contact with protection services and prevent child maltreatment and harm through early and ongoing intervention and First Nation-based services that support family wellness.</p> <p>Eligible activities support:</p> <ul style="list-style-type: none"> • Targeted services and activities that address structural drivers² in order to mitigate the risks factors that could place children at risk of harm and reduce the likelihood of children being taken into care. • Services and activities that support children and families at risk in the home and community. • Activities and access to programming and services that promote physical, cultural, mental and emotional safety and well-being. • Classes, workshops, and outreach to support family preservation and well-being. • Coordination efforts and referrals with other relevant federal or provincial programs to support individual, family, and community well-being. • Group, family, and individual interventions services or supports to promote community based prevention, family well-being, family reunification and/or preservation.

² Structural drivers means the factors that are largely out of a caregiver’s control which contribute to the over-representation of First Nations children and youth in the child welfare system, including poverty, poor housing, racism – including systemic racism – and intergenerational trauma.

	<ul style="list-style-type: none"> • Interventions that are identified to support the child's best interests including cultural, communal and other activities to build self-esteem, resilience and healing.
<p>Post-majority support services</p>	<p>Post-majority support services support First Nations youth in care approaching the age of majority and young adults who have transitioned out of care at the age of majority up to their 26th birthday or to the age as defined in provincial legislation (whichever is greater).</p> <ul style="list-style-type: none"> • Eligible activities support the self-identified best interests of the youth leaving care or young adult formerly in care in: <ul style="list-style-type: none"> ○ learning, education and professional development opportunities, ○ financial supports to further physical, mental & social wellbeing and safe, stable, housing, such as rent, household necessities and utilities or to ensure basic needs are addressed, and ○ (re)connection with land, culture, language and family and community. • Interventions are provided on the basis of the youth or young adult's self-identified best interests, and other activities to promote protective factors as well as family and community preservation, repatriation, and/or reunification. • Direct support services to implement a youth or young adult's transition plan, including services and supports not eligible through other federal or provincial programs or where funding from other sources was or will not be received, in whole or in part, to support that activity.
<p>First Nation Representative Services</p>	<p>First Nation Representative Services (sometimes referred to as Band Representative Services or Band Designate) support First Nations when children, youth, young adults, and families from their community are involved, or at risk of involvement, with the child and family services system.</p> <p>First Nation Representative Services will be First Nations-defined and may include engaging with child and family services providers and participating in child and family service matters as set out in provincial, territorial and federal child and family services laws.</p> <p>First Nation Representative Services supports programming that is substantively equal and culturally-informed and that helps families access supports that foster the connection of First Nations children, youth, and families with the lands, languages, cultures, practices, customs, traditions, ceremonies and knowledge of their First Nation.</p> <p>Eligible activities support:</p> <ul style="list-style-type: none"> • Serving as the main liaison, on behalf of families or communities, between First Nations, FNCFS agencies and/or the Government of Ontario on the basis of the child's best interests (defined by the First Nation) including interventions that mitigate risks and build protective factors, and activities that promote the child's safety, and the child's connection to their community and culture, family preservation, reunification and/or permanency planning. • Support discussions, planning, and/or coordinating and advocacy when a child and family has involvement with child and family services, including Indigenous dispute resolution approaches and court proceedings.

	<ul style="list-style-type: none"> • Ensuring that the cultural needs of a child are being addressed, which includes participating in the development of a child and family’s plan of care. • Collaborative service planning and delivery with other FNCFS Service Providers. • Serving as a point of contact and responding to notices and performing the functions of a First Nation Representative as set out under federal and provincial legislation and as laid out in An Act respecting First Nations, Inuit and Metis children, youth and families.
Child protection services	<p>Child protection services that form part of Child and Family legislation and are to be delivered in accordance with the national principles and minimum standards set in An Act Respecting First Nation, Inuit and Métis children, youth and families, and applicable provincial or First Nation legislation, regulations, policies and standards and as outlined below.</p> <p>Child protection services are linked to an assessment of risk, conducted by personnel delegated by the provincial or First Nation child and family services legislation, to ensure identified children and youth are safe, well, healthy, and living free of harm or child maltreatment.</p> <p>Child protection services include:</p> <p>Maintenance and care: Services associated with placing and maintaining the care of children in out-of-home or alternate care arrangements.</p> <p>Least disruptive measures: Measures that flow from a child maltreatment assessment or investigation and are critical to safety planning for children and families involved with child and family services and include:</p> <ul style="list-style-type: none"> • targeted actions or services that meet the threshold of risk for involvement with an FNCFS agency. These actions or services seek to prevent separating children or youth from their families or support reunification of families, while ensuring supports are in place that mitigate the risk of child maltreatment or harm; and • supports to children, youth and families who have been identified by an FNCFS agency as being at risk, and is undergoing an assessment of child maltreatment or harm. <p>Operations: Resources used by an organization to deliver child and family services in line with provincial and First Nation legislation, regulation, and policies as well as planning activities.</p> <p>Eligible activities support:</p> <ul style="list-style-type: none"> • Intake, intervention, planning, implementation, evaluation, assessment and investigation to address reports of identified risks to children, including after-hours services, and the continuation of services to facilitate the transition of youth into adulthood. • Alternative dispute resolution services and coordination with a child and family’s network of support. • Legal services, child representation, or other activities related to child protection proceedings.

	<ul style="list-style-type: none"> • A range of alternate custody, and kin care arrangements, agreements, and/or orders to ensure the safety and wellbeing of the child(ren) and supports for the family and care providers. • Placement services including recruiting, assessing, training, educating, supporting, monitoring and evaluating alternate care providers. • Interventions that are identified on the basis of the child's best interests including cultural, land-based, communal and other activities and access to programming to promote protective factors and family preservation or reunification. • Collaborative service delivery planning, implementation, evaluation and assessment with other service provider(s). • Direct mandated services and supports not eligible through other federal or provincial programs or where funding from other sources was or will not be received, in whole or in part, to support that activity. • Other activities that support the delivery of the legislated mandate of child protection services in accordance with applicable provincial or First Nation legislation, and the national principles and minimum standards set in <i>An Act Respecting First Nation, Inuit and Métis children, youth and families</i>
Reformed FNCFS Program funding strategies	
Information technology funding	Funding supports recipients with their IT needs to implement and deliver services and activities listed in the FNCFS Program Services outlined in Section A.2 of this appendix above.
Results Funding	Funding supports recipients in implementing the performance measurement, framework as outlined in Section A.8.2 of this appendix, to support the FNCFS Program Services outlined in Section A.2 of this appendix above.
Emergency funding	Funding supports recipients in responding to unanticipated circumstances or situations affecting activities funded by the FNCFS Program. Emergency funding supports First Nations and FNCFS Service Providers with unexpected situations (wildfire evacuations, the introduction into care of a few children with very high needs, a community crisis) that might make it difficult for a First Nation or an FNCFS Service Provider to deliver the FNCFS Program Services outlined in Section A.2 of this appendix above.
Household support funding	Funding supports First Nations in meeting the basic needs of families, particularly those needs that, if left unmet, could lead to children being placed in care, may result in a family being involved in the child welfare system or that may prevent a family from reuniting. Funding supports service-delivery and activities to help mitigate effects that may lead to involvement of a child in the child welfare system.
Other FNCFS Program initiatives	
Supporting initiatives	<p>Supporting initiatives support the governance and implementation of the Reformed FNCFS Program in Ontario.</p> <p>Eligible activities support:</p> <ul style="list-style-type: none"> • Promotion of the governance of and access to evidence-based data and tools to support and inform the delivery of FNCFS programming.

	<ul style="list-style-type: none"> Developing and designing supports and structures to support the purpose and objective including the implementation of the Reformed FNCFS Program in Ontario.
--	--

A.3 Eligible FNCFS funding recipients in Ontario

While the Reformed FNCFS Program in Ontario considers First Nation children, their families, and the First Nation community to be the ultimate beneficiaries of these funds, a funding recipient is an entity that has met the eligibility, and the application and assessment criteria outlined in these terms and conditions and has signed a funding agreement with Indigenous Services Canada (ISC) to deliver an eligible child and family service, funding strategy or initiative.

Consistent with the recipients defined for the FNCFS Program in Section 4 of these terms and conditions, the eligible recipients in Ontario are:

1. **First Nation(s)**, meaning a “band” as defined in subsection 2(1) of the *Indian Act*, RSC, 1985, C 1-5, as amended, and which is delivering services and receives funding under the FNCFS Program.
2. **FNCFS Service Providers**
 - a) **FNCFS agency**, meaning an agency established by and affiliated with one or more First Nations and fully or partially delegated or authorized pursuant to provincial or other authorities to provide legislated child welfare services on reserve.
 - b) **First Nation Service Provider**, meaning an entity authorized by the First Nation to support the implementation of the FNCFS Program, and the delivery of services, on reserve, including non-delegated service providers, not-for-profit First Nation organizations, and mandated organizations (i.e. Tribal Councils or regional Indigenous organizations).
3. **National, Regional and Local Organizations**, meaning an organization representing First Nations in Canada on a local or regional basis, and has a mandate to protect and promote the social and cultural interests of First Nations as they relate to the implementation and delivery of the FNCFS Program.
4. **The Government of Ontario**, meaning the provincial government responsible for delivering and/or delegating the authority to deliver legislatively mandated child and family services (i.e. child protection and intervention services) in accordance with the respective jurisdiction’s child and family services law.

Program services, funding strategies and initiatives	Eligible FNCFS funding recipients
FNCFS Program services	

Prevention services	<ul style="list-style-type: none"> • First Nation • First Nation Service Provider, if requested by the First Nation(s) • FNCFS agency
Post-majority support services	<ul style="list-style-type: none"> • First Nation • First Nation Service Provider, if requested by the First Nation(s) • FNCFS agency, if requested by the First Nation(s)
First Nation Representative Services	<ul style="list-style-type: none"> • First Nation • First Nation Service Provider, if requested by the First Nation(s) • FNCFS agency, if requested by the First Nation(s)
Child protection services	<ul style="list-style-type: none"> • FNCFS agency • First Nation Service Provider (pursuant to applicable child and family legislation) • The Government of Ontario
Reformed FNCFS Program funding strategies	
Information Technology Funding	<ul style="list-style-type: none"> • First Nation
Results Funding	<ul style="list-style-type: none"> • First Nation
Emergency Funding	<ul style="list-style-type: none"> • First Nation • FNCFS agency
Household Support Funding	<ul style="list-style-type: none"> • First Nation
Other FNCFS Program initiatives	
Supporting initiatives	<ul style="list-style-type: none"> • First Nation • First Nation Service Provider • Regional and Local Organizations

Where a First Nation receives funding for services pursuant to a jurisdictional agreement, including a coordination agreement related to [An Act Respecting First Nations Inuit and Metis children, youth and families](#), S.C. 2019, c. 24, that First Nation and its affiliated FNCFS Service Providers and the Government of Ontario shall not receive FNCFS Program funding under the Reformed FNCFS Program Funding Approach in Ontario outlined in Section A.6.1 of this appendix for the services for which they are receiving funding under the jurisdictional agreement.

A.4 Type and nature of eligible expenditures in Ontario

Eligible expenditures are those direct costs necessary to support the activities as outlined in Section A.2 of this appendix under Program Services and Initiatives, which can include the following:

- Salaries, employee benefits, and costs related to supporting recruitment, training or professional development.

- Consultants, qualified professionals, paraprofessional services and fees, including honoraria for Elders, Knowledge Keepers, and others.
- Insurance, legal, banking, audit and evaluation fees.
- Purchase, installation and maintenance of IT hardware and software and internet services, subscriptions or upgrades.
- Operation and administrative costs, including transportation, necessary to support the implementation and the delivery of child and family services, as outlined in Section A.2 of this appendix. International travel may be an eligible expenditure, and is subject to ISC pre-approval.
- Costs that support the Reformed FNCFS Program Planning and Reporting in Ontario, as outlined in Section A.7 of this appendix, including the capture, analysis and reporting of data.
- Consultation and engagement to support the development, implementation and evaluation of plans, service delivery models and standards.
- Other costs that support the purpose and objective of the FNCFS Program may be considered eligible based on the direct link to supporting the FNCFS Program Services and Initiatives, subject to FNCFS Program approval.
- Capital assets that support the delivery of Program Services outlined in Section A.2 of this appendix and pre-approved by ISC through the plans as outlined in Section A. 7 of this appendix, including unexpended funding plans.
 - The Government of Ontario is not eligible to receive capital funding under the FNCFS Program.

A.5 Application requirements and assessment criteria in Ontario

Before entering into a funding agreement or initiating an amendment, ISC will confirm eligibility and entitlement of recipients in accordance to the Reformed FNCFS Program in Ontario terms and conditions outlined in this Appendix and the departmental directives by conducting risk assessments, including an assessment of the recipient's accountability and capacity to administer and manage FNCFS funding in alignment with the Directive on Transfer Payments. The risk assessment will cover elements such as:

- governance structure;
- organization for purposes of program management, financial and administrative experience, and capacity to deliver programs;
- processes and procedures for program management and financial control;
- accountability mechanisms for transparency, disclosure, responsibility and redress; and
- financial position.

General Program Requirements:

Information required by ISC for all funding recipients includes:

- Legal entity's name, address and telephone number.
- First Nation legislated delegation documentation or certification, when applicable.
- Incorporating documents (articles of incorporation or Patents letters), when applicable, and by-laws.
- FNCFS Program Plan as outlined in Section A.7.1 of this appendix below.
- Band Council Resolution (or comparable documentation) for each First Nation being represented or served by the First Nation Service Provider, when applicable.
- Disclosure of any involvement of former public servants who are subject to the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service.

Additional documentation may be requested by ISC to assess new funding recipients for the purpose of determining funding eligibility and approaches under the FNCFS Program. Based on the assessment criteria and requirements outlined above in Section A.5 of this appendix, ISC will conduct ongoing reviews prior to issuing funding to ensure recipients continue to meet the FNCFS Program's eligibility. As applicable, ISC will also conduct annual reassessments of funding recipients' accountability and capacity, including their funding entitlement. This reassessment may result in adjustments, offering either more or less flexibility to the funding approach used and the manner in which funds are provided.

A.6 Program funding in Ontario

A.6.1 Method for determining the amount of funding

As part of the method for determining the amount of funding, the Reformed FNCFS Program in Ontario funding contains a number of adjustments, including remoteness, inflation and population. Any references included in these terms and conditions should be read in accordance with the funding adjustment details outlined in Section A.6.1.9 of this appendix.

A.6.1.1 Prevention services

Starting in fiscal year 2025-2026, funding for prevention services will be calculated by multiplying the amount of \$2,655.62 by the total population, plus the amount necessary to provide to each First Nation a minimum of \$75,000. This funding will be adjusted annually for inflation and to account for the increased costs of delivering services in remote First Nations in Ontario.

As of [Effective Date], a First Nation may give a written notice to ISC directing the manner in which to allocate the prevention funding attributable to the First Nation. Such notice needs to be submitted to ISC by the September 30th prior to the fiscal

year to which the prevention funding is applicable. Until and unless a First Nation provides such written notice to ISC, prevention funding will continue to be split based on the approach to allocating prevention funding among First Nations and FNCFS Service Providers for 2025-2026.

Non-affiliated First Nations:

First Nations that are not served by a FNCFS agency will receive all prevention funding attributable to that First Nation.

A.6.1.2 Post-majority support services

As of [Effective Date]³, funding to support post-majority support services will be directed to First Nations, or, as otherwise requested by the First Nation(s) as outlined in Section A.3 of this appendix. This funding will be adjusted annually to account for the increased costs of delivering services in remote First Nations.

A First Nation's funding is determined using the following calculation:

- a) Multiply 80% by the post-majority segment of the individual First Nation's population data based on ISC's Indian Registration System (IRS), as outlined in Section A.6.1.9, the post-majority segment being comprised of youth and young adults between the age at which a youth can voluntarily exit care and the age at which a young adult's eligibility for post-majority support services ends;
- b) Estimate the number of individuals eligible for post-majority support services for the First Nation and in Ontario, and divide the First Nation's estimate by Ontario's estimate, the estimates being projections based on children in care data recorded in ISC's Information Management System / Data Management System;
- c) Multiply (a) by 1 + (b);
- d) Divide (c) by the sum of (c) for all First Nations in Ontario eligible to receive funding under the Reformed FNCFS Program in Ontario;
- e) Multiply \$75,000, adjusted for inflation, by the number of First Nations in Ontario eligible to receive funding under the Reformed FNCFS Program in Ontario, and subtract that amount from the total annual funding available for post-majority support services;
- f) Multiply (d) by the difference in (e);
- g) Add \$75,000, adjusted for inflation, to (f).

³ As outlined in Section A.8, ISC will continue to meet its obligations until [Effective Date of the Ontario Final Agreement] for funding agreements in place, including actual costs incurred by [Effective Date of the Ontario Final Agreement] for post-majority support services, which are subject to the [FNCFS Terms and Conditions](#).

A.6.1.3 First Nation Representative Services

Starting in fiscal year 2026-2027, funding will be provided to each First Nation at its highest annual amount of First Nation Representative Services funding received between fiscal year 2019-2020 to fiscal year 2023-2024. This amount will be adjusted annually for inflation and to account for the increased costs of delivering services in remote First Nations.

A.6.1.4 Child Protection Services (Baseline Funding)

Starting in fiscal year 2026-2027, baseline funding will be provided to eligible FNCFS funding recipients as outlined in Section A.3, and based on:

- For FNCFS agencies, baseline funding will be based on 2022-2023 actual expenditures funded directly by ISC and incurred for intake and investigation, legal fees, and building repairs. Funding will be adjusted for population and inflation. In subsequent years, baseline funding will continue to be adjusted annually for population and inflation; and,
- For the Government of Ontario, operations and maintenance expenditures will be reimbursed for services on reserve further to the federal-provincial agreement.

A.6.1.5 Information Technology Funding Strategy

Funding for information technology (IT) equals 6% of a FNCFS agency's baseline funding or the provincial baseline funding. This funding will be adjusted to account for the increased costs of delivering services in remote First Nations.

A.6.1.6 Results funding strategy

Funding for results equals 5% of a FNCFS agency's baseline funding, or the provincial baseline funding. This funding will be adjusted to account for the increased costs of delivering services in remote First Nations.

A.6.1.7 Emergency funding strategy

Funding for emergency equals 2% of a FNCFS agency's baseline funding or the provincial baseline funding.

For First Nation served by an FNCFS agency, funding will be shared equally with 50% being provided to the FNCFS agency and 50% proportionally allocated among the First Nations affiliated with that FNCFS agency.

First Nations not served by an FNCFS agency will receive 100% of this funding.

This funding will be adjusted to account for the increased costs of delivering services in remote First Nations.

A.6.1.8 Household supports funding strategy

As of [Effective Date], funding for household supports will be provided to First Nations. This funding will be adjusted annually for inflation, and to account for the increased costs of delivering services in remote First Nations.

A First Nation’s household supports funding is determined using the following calculation:

The First Nation’s population	<i>multiplied by</i>	The percentage of the First Nation’s population below the Low-Income Measure-After Tax (LIM-AT)	<i>divided by</i>	The total population below the LIM-AT of all First Nations eligible to receive funding under the Reformed FNCFS Program in Ontario	<i>multiplied by</i>	The Reformed FNCFS Program in Ontario’s total annual funding for household supports
-------------------------------	----------------------	---	-------------------	--	----------------------	---

A.6.1.9 Funding adjustments

The Reformed FNCFS Program in Ontario funding contains a number of adjustments for specific components of the program. These adjustments are calculated and applied as follows:

<ul style="list-style-type: none"> Remoteness adjustment funding
Where a First Nation’s 2021 Index of Remoteness score is 0.40 or greater, funding will be upwardly adjusted based on the Remoteness Quotient Adjustment Factor methodology.
<ul style="list-style-type: none"> Inflation
Funding will be adjusted for inflation annually, in accordance with the Consumer Price Index (CPI) measured over the twelve-month period ending September 30th of the applicable fiscal year. In no event shall any such adjustment be less than zero.
<ul style="list-style-type: none"> Population
<p>The population of a First Nation will be determined as follows:</p> <ul style="list-style-type: none"> The registered on-reserve or on Crown land population will be drawn from the Indian Registration System (IRS), as of September 30th of the year preceding the year in respect to which the population adjustment will apply. For example, ISC will use the IRS population on September 30, 2024 to adjust funding for the 2025-26 fiscal year. For the purpose of an FNCFS agency or First Nation Service Provider, population will be the sum of the populations of the First Nations to which it is affiliated.

- The approach to calculating population described herein may vary where a First Nation has a self-government agreement or a modern treaty.
- Where a component of the Reformed FNCFS Funding Approach is to be adjusted for population but is not calculated on a per capita basis, funding will be adjusted annually by an amount proportional to the previous fiscal year's change in the First Nation's or the FNCFS Agency's population. For clarity, the previous fiscal year's change in population will be measured over a one-year period to September 30th of the fiscal year preceding the fiscal year in respect to which the population adjustment will apply.

A.6.1.10 Supporting initiatives

Funding may be approved and provided based on detailed plan(s) or proposal(s) and budget which support the FNCFS Program's purpose and objective.

A.6.2 Maximum amount payable

The maximum amount payable will be based on the FNCFS recipient's funding allocation, pursuant to the Reformed FNCFS Funding Approach in Ontario as outlined in Section A.6, and shall not exceed \$150,000,000 per recipient per fiscal year.

A.6.3 Funding mechanism approach

Funding will be provided using the flexible funding approach, in accordance with the Directive on Transfer Payments, and in alignment with the principles of the FNCFS Program.

Where an eligible recipient as identified in Section A.3 does not qualify for the flexible funding approach, ISC will use a fixed funding approach, and inform and work with the recipient to assist them in meeting the requirements for a flexible funding approach based on the results of the assessment completed.

A.6.3.1 FNCFS funding mechanism ("Flexible Funding Approach")

In alignment with Section A.6.3, when eligible for the Flexible Funding Approach, ISC will enter into multi-year(s) flexible agreement. Within the Flexible Funding Approach:

- Recipients may redirect funding *in year* between the funded Program Services, Funding Strategies and Initiatives as outlined in Section A.2, with the following exceptions:
 - Redirection of prevention services funding to child protection services is not permitted, except to fund least disruptive measures; and
 - Redirection of child protection services funding is not permitted given that funding is provided to support mandated legislative services which include operations, maintenance and least disruptive measures.

- Recipients may retain unexpended funding at year end to continue to support the implementation of the Reformed FNCFS Program in Ontario and the delivery of child and family services in the following year(s), subject to ISC's review and approval of unexpended funding plans submitted by funding recipients. FNCFS agencies, in working with their First Nation, may identify all or a portion of unexpended funding to support First Nation(s) in addressing housing adequacies as one of the structural drivers leading First Nations children into care.
 - ISC will support recipients in the transfer of funds to ensure accountability and compliance with the funding obligations and reporting requirements outlined below in Section A.7.
 - As required, ISC may amend flexible funding agreements, prior to expiry, to align with the timelines identified in the unexpended funding plans.

A.6.3.2 Fixed funding approach

Where an eligible recipient is not eligible for the Flexible Funding Approach, ISC will provide funding through a fixed funding approach. Fixed funding agreements are one year agreements that support recipients in delivering the Reformed FNCFS Program in Ontario. Within the fixed funding approach:

- Recipients may only spend funding on the Reformed FNCFS Program in Ontario Service, Funding Strategy or Initiative for which it was received, meaning it may not redirect funding in year to other Reformed FNCFS Program in Ontario Services, Funding Strategies or Initiatives outlined in Section A.2.
- Recipients may retain unexpended funding to support the objectives of the FNCFS Program in the following year, based on an ISC approved unexpended funding plan and provided that unexpended funds are used for the purpose of which they were originally intended for, as outlined in Section A.2.

A.6.4 Basis for payment

Payments will be issued to recipients based on the eligibility to receive funding under the Reformed FNCFS Program in Ontario terms and conditions outlined in this Appendix, and in alignment with the terms and provisions of the funding agreement. Accordingly, and in line with the Directive on Transfer Payments, payments may be based on one or a combination of the following, as specified in the funding agreement:

- Reformed FNCFS Funding Approach in Ontario outlined in Section A.6.1;
- reimbursement of eligible expenditures;
- proposal, plan and budget supporting eligible activities and services as outlined in Section A.2; or,
- achievement of predetermined performance expectations or milestones.

A.6.4.1 Advance and progress payments

Advance Payments are permitted, based on the cash flow requirements, as forecasted by the recipient and supported by the FNCFS Program Plan.

Progress Payments are subject to periodic reports of activities and expenditures incurred. ISC will process payments in accordance to funding agreement provisions, including cash flow requirements, and as applicable, funding recipient's planning and reporting obligations.

A.6.4.2 Holdbacks

Holdbacks may be up to 20% of the total FNCFS Program funding allocated within the funding agreement. Final payment will be contingent on the receipt and approval by the department of the final activity, performance, and financial reports, as specified in the funding agreement.

A.7 Program planning and reporting in Ontario

Planning is intended to provide a better understanding of how the Reformed FNCFS Program in Ontario is addressing child, youth, family and community well-being priorities through a collaborative and coordinated approach to service delivery.

Reporting requirements and frequency will be outlined in funding agreements, and will be based on departmental practices and FNCFS Program Assessment criteria. All recipients will be required to report on funding, including Unexpended Funding Plans.

A.7.1 First Nation Multi-Year Plan
Who: First Nations
<i>First Nation Multi-Year Plan</i> outlines the details regarding the implementation of activities or specific initiatives for which funding is provided for, in alignment with the FNCFS Program's Purpose and Objectives, and includes the planned expenditures for each funded services as outlined in Section 4.
A.7.2 Child and Community Wellbeing Plan
Who: FNCFS agencies and First Nation Service Providers
<i>Child and Community Wellbeing Plan:</i> FNCFS agencies and First Nation Service Providers will develop their plan in consultation with their affiliated First Nation(s). The plan must include environmental scans for each First Nation served, identification of the First Nation's needs, activities, planned expenditures for the provision of each child and family services for which funding is provided, concrete objectives that align with the purpose and objectives of the FNCFS Program, risk management strategies, performance measures and reporting requirements. and include how service delivery will address the unique factors of the First Nation, be coordinated with other service

providers and how it contributes to the Outcomes outlined in Section 3.3 of these terms and conditions.
A.7.3 FNCFS Program plan
Who: Regional and local organizations
The FNCFS Program plan and budget includes the activities to be undertaken over the course of the agreement. Plans must include activities that support the FNCFS Program objectives, and outline the results to be achieved.
A.7.4 FNCFS unexpended funding plan
Who: All
In addition to the plans listed above all recipients must submit, when an unexpended balance remains at the end of the fiscal year, an unexpended funding plan. The plan must include key child and family well-being, services and strategic priorities on which the unexpended funding will be spent and how it contributes to the Outcomes outlined in Section 3.3 of these terms and conditions.

A.8 Effective date

This Appendix is effective as of [Effective Date as per subparagraph 4(x) of the Ontario Final Agreement].

In order to support the transition to the Reformed FNCFS Program in Ontario, ISC will continue to meet its obligations until March 31, 2026 for funding agreements in place, including actual costs for operations and maintenance and First Nation Representative Services incurred by March 31, 2026, which are subject to the [FNCFS Terms and Conditions: Contributions to provide children, youth, young adults, families and communities, with prevention and protection services](#). ISC will also continue to meet its obligations until [Effective Date of the Ontario Final Agreement] for funding agreements in place, including actual costs for post-majority support services incurred by [Effective Date of the Ontario Final Agreement], which are subject to the FNCFS Terms and Conditions.

Appendix 9: Housing Allocation Example

Illustrative Example of How ISC will Calculate a First Nation's Housing Funding Allocation

The example below illustrates how ISC will determine the amount of a First Nation's housing amount under PART IX – HOUSING FUNDING of this Final Agreement.

First Nation A's Housing Funding Allocation

Please note that First Nation A is not a real First Nation

First Nation A's Population: 2,721 (on reserve, as recorded in the Indian Registration System as of December 31, 2023)

First Nation A's 2021 Index of Remoteness Score (Census 2021): 0.47

First Nation A's Percentage of Population in an Overcrowded Dwelling (Community Well-Being Index 2021): 16%

Calculation: Multiply First Nation A's population by its remoteness score and its overcrowded percentage: $2,721 \times (1 + 0.47) \times (1 + 0.16) = 4,639.8$. This is First Nation A's housing score.

Total Population of Ontario First Nations Eligible for Housing Funding: 99,745 (on reserve, as recorded in the Indian Registration System as of December 31, 2023)

Sum of Housing Scores of Ontario First Nations Eligible for Housing Funding: 169,844. This is the total population of 99,745 multiplied by the respective remoteness scores and the overcrowded percentages of all First Nations eligible for housing funding.

Calculation: Divide First Nation A's housing score by the sum of the housing scores of Ontario First Nations eligible for housing funding: $4,639.8 / 169,844 = 0.027$

Total Housing Funding Available from 2024-2025 to 2027-2028: \$346.1 million

Base Housing Funding Per First Nation: \$250,000

Number of First Nations Eligible for Housing Funding: 127

Calculations:

- From the total housing funding available, subtract the total amount required to provide base housing funding to each eligible First Nation: \$346.1 million – ($\$250,000 \times 127$) = \$314.3 million.
- Multiply the remaining housing funding of \$314.3 million by the ratio between First Nation A's housing score and the sum of all housing scores: $\$314.3 \text{ million} \times 0.027 = \8.59 million
- Add the base housing funding to that amount: $\$8.6 \text{ million} + \$250,000 = \$8.84 \text{ million}$.

In this example, First Nation A would receive \$8.84 million in housing funding over 2024-2025 to 2027-2028. Over the three fiscal years of 2025-2026 to 2027-2028, First Nation A would receive \$8.84 million minus the housing funding received in 2024-2025.

Appendix 10: Remoteness Quotient Adjustment Factor Methodology

This appendix explains how ISC will calculate the RQAF of First Nations and FNCFS Agencies for the purpose of adjusting Reformed FNCFS Program funding to account for the increased costs of delivering child and family services in remote First Nations.

The RQAF combines features of two approaches for estimating increased costs due to remoteness – NAN’s Remoteness Quotient and ISC’s Cost Adjustment Factor. The Remoteness Quotient uses specific cost data from FNCFS Agencies in Ontario. The Cost Adjustment Factor uses generic shipping cost data from Canada Post and estimates of labour costs based on the National Joint Council – Isolated Post and Government Housing Directive. The RQAF aims to combine the subject- and region-specific data of the Remoteness Quotient and the Canada-wide application of the Cost Adjustment Factor.

The appropriate RQAF calculation for a First Nation depends on data quality and availability. The Remoteness Quotient’s data from FNCFS Agencies serving NAN First Nations allows ISC and NAN to calculate a more accurate estimate of remoteness costs – a more accurate RQAF – with respect to child and family services for a subset of NAN First Nations (specifically, those connected by all-weather road to the main road network). The data show that, to arrive at RQAF values for those First Nations, the First Nation’s Cost Adjustment Factor should be multiplied by 1.089.

The RQAF does not benefit from comparable data for other First Nations, which necessitates a more general approach for those First Nations. ISC and NAN compared estimates of remoteness costs for First Nations in Ontario using child and family services data and estimates of the same costs using the Cost Adjustment Factor. That comparison indicates that, in general and in contrast to the situation for road-connected NAN First Nations, the Cost Adjustment Factor’s cost estimates are slightly too high when applied to child and family services. The data show that, to arrive at RQAF values for all First Nations except for road-connected NAN First Nations, the First Nation’s Cost Adjustment Factor should be multiplied by 0.879.

The formula for the Cost Adjustment Factor is as follows:

$(0.709 * \text{a community's 2021 Index of Remoteness score}) + (0.704 * 1 \text{ if the community is not connected by road to Canada's main road network, and } 0 \text{ if the community is connected})$

The NAN-Canada Remoteness Quotient Table, with the support of the Ontario Remoteness Secretariat, may continue to develop the RQAF, including by collecting child and family services cost data from other areas of the country.

Calculation of the Reformed FNCFS Program’s Remoteness Adjustment

- 1) To determine the adjustment of a First Nation’s funding for remoteness, Canada shall take the following steps:
 - a. Using the Index of Remoteness based on 2021 Census data, produce a list of the 2021 Index of Remoteness scores of all First Nations eligible to receive funding under the FNCFS Program in Ontario;

- b. For First Nations with a 2021 Index of Remoteness score at or above 0.40 (“Remoteness-Eligible First Nations”), determine if the First Nation is connected to Canada’s main road network by an all-weather road;
 - c. Calculate the RQAF of each Remoteness-Eligible First Nation by the formula:
 - i. if the First Nation is a member of NAN and is connected by all-weather road to Canada’s main road network: $(0.709 * \text{the First Nation’s 2021 Index of Remoteness score}) * 1.089$; or
 - ii. if the First Nation is any other First Nation: $[(0.709 * \text{the First Nation’s 2021 Index of Remoteness score}) + (0.704 * 1 \text{ if the First Nation is not connected by all-weather road to Canada’s main road network, and } 0 \text{ if the First Nation is connected})] * 0.879$, and
 - d. Multiply the Remoteness-Eligible First Nation’s RQAF by its funding for prevention, First Nations Representative Services, information technology, results, emergency, household supports, and post-majority support services.
- 2) To determine the adjustment of an FNCFS Agency’s funding for remoteness, Canada shall take the following steps:
- a. Calculate the population-weighted average RQAF of all First Nations affiliated with the FNCFS Agency, assigning an RQAF of 0 where an affiliated First Nation’s 2021 Index of Remoteness score is less than 0.40; and
 - b. Multiply (a) by the FNCFS Agency’s funding for prevention and emergency.

Illustrative Examples of the RQAF Calculation

The table below illustrates the calculation of the RQAF for four fictional First Nations and for a fictional FNCFS Agency affiliated with those four First Nations.

	Population	2021 Index of Remoteness	Road Connected	NAN First Nation	Calculation	RQAF
First Nation A	500	0.55	Yes	Yes	$(0.709 * 0.55) * 1.089$	42%
First Nation B	1,000	0.67	No	No	$[(0.709 * 0.67) + (0.704 * 1)] * 0.879$	104%
First Nation C	2,000	0.45	Yes	No	$(0.709 * 0.45) * 0.879$	28%
First Nation D	1,200	0.28	Yes	No	N/A	0%
FNCFS Agency X	4,700 (total of First Nation population)	N/A	N/A	N/A	$43\% * (500/4,700) + 104\% * (1,000/4,700) + 28\% * (2,000/4,700) + 0\% * (1,200/4,700)$	39%

Appendix 11: Funding and Administration of Capital Commitments

This appendix details how ISC will administer capital funding under the Reformed FNCFS Program in Ontario. It specifies the process by which ISC will determine approval of capital projects, the funding sources from which ISC will fund approved capital projects, and the timelines for approval following the Effective Date.

First Nations and FNCFS Service Providers will be able to submit capital requests under the 2021 CHRT 41 process until the Effective Date. Beginning on the Effective Date, First Nations and FNCFS Service Providers will no longer be able to submit requests under the 2021 CHRT 41 process.

Approval Process

- Where a capital request is submitted before the Effective Date, ISC will apply the 2021 CHRT 41 approval process to determine if the request is approved. The 2021 CHRT 41 approval process will apply to that request until ISC approves the request or otherwise makes a final determination, even if such determination is made after the Effective Date.
- Where a capital request or proposal is submitted after the Effective Date, ISC will apply the “Priority Ranking Framework” (PRF) process to determine if the request or proposal is approved. Under that approval process, ISC will assess requests or proposals against a standard set of criteria (the PRF) and use their assessment scores to determine whether and in what order to fund requests and proposals.
 - **Exception:** For capital projects with design funding approved under the 2021 CHRT 41 approval process, requests for construction or completion funding shall not be subject to the PRF approval process. ISC will approve such requests if they meet the eligibility criteria under the Terms and Conditions of the Reformed FNCFS Program and are supported by sufficient documentation, as specified in ISC guidance developed with input from the Ontario Reform Implementation Committee. The PRF will apply only to determine the fiscal year in which the request will be funded.
- Funding for approved requests and proposals and the timing of that funding are subject to annual and overall availability of funding from the Final Agreement’s total capital funding of \$455 million.

Funding Source

- Where ISC approves a capital request before the Effective Date, ISC will draw the funding for the request from a funding source outside the Final Agreement.
- Where ISC approves a capital request or proposal on or after the Effective Date, ISC will draw the funding for the request or proposal from the Final Agreement’s total capital amount of \$455 million. ISC will draw the funding for such a request or proposal from the Final Agreement’s total capital amount regardless of the approval process applied to the request or proposal.

Timelines

- For fiscal year 2026-2027, capital requests or proposals to which the PRF approval process applies will be submitted as part of capital plans submitted by January 30, 2026.
- A capital plan will be submitted by September 30, 2026 for the 2027-2028 fiscal year and then by September 30 of each subsequent year. ISC will assess capital

plans between September 30 and the beginning of the following fiscal year. ISC will make a final determination on requests or proposals within that timeframe.

Appendix 12: Modifications if the Effective Date is after March 31, 2026

This appendix details the necessary changes to the Final Agreement if the Effective Date is after March 31, 2026.

1. If the Effective Date is on or before March 31, 2026, the dates and the fiscal years in the paragraphs given in the Final Agreement apply as written, without modification. For clarity, total funding in fiscal year 2025-2026 set out in Appendix 1 for information technology, results, emergency, household supports and remoteness adjustment will be reduced as described in paragraphs 54(b), 54(c), 54(h)(i), 54(h)(ii) and 54(h)(iv) if the Effective Date is later than April 1, 2025. The funding amounts set out in paragraphs 5 and 7 will be likewise reduced.
2. If the Effective Date is in fiscal year 2026-2027, this Final Agreement will be modified as follows:
 - a) all funding in the column “2025-26” of the financial table in Appendix 1 will be removed. Funding amounts that are described in the Final Agreement as for the Initial Funding Period, nine fiscal years or the Term of the Final Agreement will be consequently reduced and references to nine fiscal years will be shortened to eight fiscal years. For greater clarity, funding amounts to be consequently reduced include funding amounts in paragraphs 5, 7, 27, 28, 44(f)(ii), 86, 104, 128 and 309;
 - b) the date of April 1, 2025 will be brought forward by one year in paragraphs 4(l), 4(nnn), 5 and 17;
 - c) the date of March 31, 2026 will be brought forward by one year in paragraphs 18(b)(i), 26, 44(b)(iv)b, 54(b), 54(c), 54(e)(i) and 54(h)(ii);
 - d) the date of April 1, 2026 will be brought forward by one year in paragraphs 44(d)(ii), 54(a)(iii), 54(e)(ii), 54(h)(v) and 55;
 - e) the date of September 20, 2026 will be brought forward by one year in paragraphs 54(a)(ii) and 54(e)(i);
 - f) the date of October 1, 2026 will be brought forward by one year in paragraph 44(d)(ii) and 44(d)(iii);
 - g) fiscal year 2025-2026 will be brought forward to fiscal year 2026-2027 in paragraphs 10(a), 22, 23, 44(b)(iv), 44(b)(iv)a, 44(b)(vi), 44(b)(vi)a, 44(d)(iv), 50, 54, 54(a)(i), 54(a)(ii), 54(b), 54(c), 54(d), 54(e)(i), 54(f)(i), 54(g)(i), 54(g)(ii), 54(h)(i), 54(h)(ii), 54(h)(iii), 54(h)(iv) and 309;
 - h) fiscal year 2026-2027 will be brought forward to fiscal year 2027-2028 in paragraphs 18(b)(i), 18(b)(ii), 26, 44(d)(ii), 50, 56(b) and 56(d);
 - i) amounts in paragraphs 22 and 23 will be adjusted for inflation;
 - j) the amount in paragraph 54(g)(ii) will be the amount for “Post-Majority Support Services” under the column “2026-27”; and
 - k) the amount in paragraph 82 will be reduced by the amount for housing in the column “2025-26” in the financial table in Appendix 1, the text “2025-2026” will be deleted from 82, and the amount calculated in paragraph 83 for an

individual First Nation will be reduced by the housing amount the First Nation would have received in fiscal year 2025-2026 had the Effective Date occurred in fiscal year 2025-2026.

3. If the Effective Date is in fiscal year 2027-2028, this Final Agreement will be modified as follows:
 - a) all funding in the columns “2025-26” and “2026-27” of the financial table in Appendix 1 will be removed. Funding amounts that are described in the Final Agreement as for the Initial Funding Period, nine fiscal years or the Term of the Final Agreement will be consequently reduced and references to nine fiscal years will be shortened to seven fiscal years. For greater clarity, funding amounts to be consequently reduced include funding amounts in paragraphs 5, 7, 27, 28, 44(f)(ii), 86, 104, 128 and 309;
 - b) the date of April 1, 2025 will be brought forward by two years in paragraphs 4(l), 4(nnn), 5 and 17;
 - c) the date of March 31, 2026 will be brought forward by two years in paragraphs 18(b)(i), 26, 44(b)(iv)b, 54(b), 54(c), 54(e)(i) and 54(h)(ii);
 - d) the date of April 1, 2026 will be brought forward by two years in paragraphs 44(d)(ii), 54(a)(iii), 54(e)(ii), 54(h)(v) and 55;
 - e) the date of September 20, 2026 will be brought forward by two years in paragraphs 54(a)(ii) and 54(e)(i);
 - f) the date of October 1, 2026 will be brought forward by two years in paragraph 44(d)(ii) and 44(d)(iii);
 - g) fiscal year 2025-2026 will be brought forward to fiscal year 2027-2028 in paragraphs 10(a), 22, 23, 44(b)(iv), 44(b)(iv)a, 44(b)(vi), 44(b)(vi)a, 44(d)(iv), 50, 54, 54(a)(i), 54(a)(ii), 54(b), 54(c), 54(d), 54(e)(i), 54(f)(i), 54(g)(i), 54(g)(ii), 54(h)(i), 54(h)(ii), 54(h)(iii), 54(h)(iv) and 309;
 - h) fiscal year 2026-2027 will be brought forward to fiscal year 2028-29 in paragraphs 18(b)(i), 18(b)(ii), 26, 44(d)(ii), 50, 56(b) and 56(d);
 - i) amounts in paragraphs 22 and 23 will be adjusted for inflation;
 - j) the amount in paragraph 54(g)(ii) will be the amount for “Post-Majority Support Services” under the column “2027-28”; and
 - k) the amount in paragraph 82 will be reduced by the amount for housing in the columns “2025-26” and “2026-27” in the financial table in Appendix 1, the text “2025-2026” and “2026-2027” will be deleted from 82, and the amount calculated in paragraph 83 for an individual First Nation will be reduced by the housing amounts the First Nation would have received in fiscal year 2025-2026 and 2026-2027 had the Effective Date occurred in fiscal year 2025-2026.
4. If the Effective Date is in fiscal year 2028-2029, this Final Agreement will be modified as follows:
 - a) all funding in the columns “2025-26”, “2026-27” and “2027-28” of the financial table in Appendix 1 will be removed. Funding amounts that are

described in the Final Agreement as for the Initial Funding Period, nine fiscal years or the Term of the Final Agreement will be consequently reduced and references to nine fiscal years will be shortened to six fiscal years. For greater clarity, funding amounts to be consequently reduced include funding amounts in paragraphs 5, 7, 27, 28, 44(f)(ii), 86, 104, 128 and 309;

- b) the date of April 1, 2025 will be brought forward by three years in paragraphs 4(II), 4(nnn), 5 and 17;
 - c) the date of March 31, 2026 will be brought forward by three years in paragraphs 18(b)(i), 26, 44(b)(iv)b, 54(b), 54(c), 54(e)(i) and 54(h)(ii);
 - d) the date of April 1, 2026 will be brought forward by three years in paragraphs 44(d)(ii), 54(a)(iii), 54(e)(ii), 54(h)(v) and 55;
 - e) the date of September 20, 2026 will be brought forward by three years in paragraphs 54(a)(ii) and 54(e)(i);
 - f) the date of October 1, 2026 will be brought forward by three years in paragraph 44(d)(ii) and 44(d)(iii);
 - g) fiscal year 2025-2026 will be brought forward to fiscal year 2028-2029 in paragraphs 10(a), 22, 23, 44(b)(iv), 44(b)(iv)a, 44(b)(vi), 44(b)(vi)a, 44(d)(iv), 50, 54, 54(a)(i), 54(a)(ii), 54(b), 54(c), 54(d), 54(e)(i), 54(f)(i), 54(g)(i), 54(g)(ii), 54(h)(i), 54(h)(ii), 54(h)(iii), 54(h)(iv) and 309;
 - h) fiscal year 2026-2027 will be brought forward to fiscal year 2029-2030 in paragraphs 18(b)(i), 18(b)(ii), 26, 44(d)(ii), 50, 56(b) and 56(d);
 - i) amounts in paragraphs 22 and 23 will be adjusted for inflation;
 - j) the amount in paragraph 54(g)(ii) will be the amount for “Post-Majority Support Services” under the column “2028-29”; and
 - k) PART IX – Housing funding will be struck.
5. For greater clarity, Canada shall not provide retroactive funding for any period before the Effective Date in relation to any funding that is to be provided on or after the Effective Date.