

Responses to undertaking of Nathalie Nepton during the January 8, 2020 cross-examination in the matter before the Canadian Human Rights Tribunal

Undertakings Based on Questions from the Caring Society

Undertaking #1: Provide a regional breakdown for FY 16-17 through to 19-20 of the number of First Nations not served by a delegated agency.

Region	2016-17	2017-18	2018-19	2019-20	2020-21
AB	9	9	9	11	11
ATL*	4	4	4	4	4
BC	84	83	84	83	83
ON	16	16	15	15	15
SK	10	9	10	11	11
YK	14	14	14	14	14
TOTAL	137	135	136	138	138

* In the Atlantic Region, there are two in New Brunswick and two in Newfoundland and Labrador.

- In Quebec, all First Nations are served by a service provider that have access to the CHRT actual claims process.
- In Manitoba, all First Nations are served by a delegated agency.

Undertaking #2: Provide the number of First Nations not served by a delegated agency that received CWJI funding for each fiscal year since the start of CWJI.

Based on a preliminary analysis of the available data, as of January 26, 2020, ISC's records indicate that the following number of First Nations not served by a delegated agency have received CWJI funding:

- 107 First Nations in 2018-19
- 111 First Nations in 2019-20
- 124 First Nations in 2020-21

Undertaking #3: Provide a copy of the Saskatchewan Prevention Protocol.

The Prevention Protocol was developed at the request of the Government of Saskatchewan. It is tripartite and includes the First Nation, the province and ISC. Attached is a draft protocol for a First Nation that will be entering into this protocol.



Draft SK Prevention
Protocol.docx

Responses to undertaking of Nathalie Nepton during the January 8, 2020 cross-examination in the matter before the Canadian Human Rights Tribunal

Undertaking #4: Confirm which First Nations that have provided Notice under C-92 are not currently served by a delegated agency.

The following First Nations have provided Notice under C-92 which are not currently served by a delegated agency:

- Mushuau Innu First Nation
- Sheshatshiu Innu First Nation
- Mikisew Cree Nation
- Muskeg Lake Cree Nation
- Sts'ailes First Nation
- Cowessess First Nation

Undertaking #5: Confirm whether First Nations agencies operating under a First Nations law developed in accordance with C-92 will be eligible for funding under the FNCFS Program. Provide information on what the Act provides for funding.

ISC cannot presume which service delivery model an Indigenous Governing Body may choose to adopt when exercising jurisdiction under the Act. The role of agencies will be decided by the communities.

Should an Indigenous Governing Body exercising jurisdiction under the Act choose to adopt a model which includes continuing to have protection services delivered by an agency, funding for activities eligible under the FNCFS program would be available.

Indigenous Governing Bodies exercising jurisdiction under the Act, that choose to adopt an Indigenous-led child and family services model that does not include agencies, will discuss and establish their funding needs at the coordination agreement table. Under this scenario, funding for agencies under the FNCFS Program would not be available to the Indigenous Governing Body.

Other variations of service delivery models may also be adopted by an Indigenous Governing Body, which may choose to maintain some links to the existing child and family services system in either the short or longer term. In such a case, funding requirements and eligibility of activities under the FNCFS program would be discussed at the coordination agreement table.

Responses to undertaking of Nathalie Nepton during the January 8, 2020 cross-examination in the matter before the Canadian Human Rights Tribunal

Undertaking #6: Provide any analysis, if any, that demonstrate that “Canada is at the forefront of prevention funding as most provincial and territorial jurisdictions have not yet revised legislation to account for a significant shift towards prevention”, as stated at paragraph 55 of Nathalie’s affidavit.

The statement is based on a review of provincial and territorial child and family services legislation, which is included at Exhibit NN-2 of Nathalie Nepton’s affidavit. From this review we concluded that very few jurisdictions have revised their legislation to account for the shift in emphasis toward prevention work. ISC assumes from this that there is a lack of provincial/territorial investment in prevention. Furthermore, ISC is unaware of instances where provincial/territorial governments may be investing in this area through other departmental initiatives rather than through their respective child and family services legislation.

Undertakings in Response to Questions from the Assembly of First Nations

Undertaking #7: Clarify whether for First Nations that choose to exercise their right under the Act, there will be a funding stream for them to provide services to their communities. (similar to undertaking #5)

There is no funding stream for the long-term operationalization of an Indigenous governing body’s law once they begin exercising jurisdiction. Each community will directly receive funding unique to their service delivery model as established in the coordination agreement. The needs and service delivery models will vary in each community, and we cannot fully anticipate at this time what funding will be required to support the operationalization of Indigenous laws.

Undertakings in Response to Questions from the Innu Nation

Undertaking #8: Provide an explanation of how ISC arrived at the 82 figure at paragraph 27 of Nathalie’s affidavit regarding the number of children in care from Natuashish and Sheshatshiu, and why there is a discrepancy between this number and the 162 number reported in Germaine Benuen’s affidavit. In addition, explain why the 82 figure is different from the 235 figure reported in Nathalie Nepton’s exhibit #2.

ISC would need a better understanding of the methodology used to arrive at the 162 figure to accurately answer the question.

The number reported in the affidavit is based on ISC’s available child maintenance data for 2018-2019, which is the number of on-reserve registered children in care who have been associated with the two Innu bands.

ISC’S Information Management System indicated that there were 82 registered on-reserve children with a band number from the Mushuau Innu First Nation or the Sheshatshiu Innu First Nation who were in care as of March 31, 2019.

Responses to undertaking of Nathalie Nepton during the January 8, 2020 cross-examination in the matter before the Canadian Human Rights Tribunal

The Information Management System includes information on children in care, based on eligible placement expenses for a First Nation child on reserve or ordinarily a resident on reserve. The system groups registered children according to their band, however it does not record the band associated to children who are not registered. Therefore, it is possible that this number may be higher. This may account for the difference in the numbers reported in Nathalie Nepton's affidavit and in the affidavit of Germaine Benuen.

The count is also based on a point in time as of March 31, 2019. If other numbers are taken from a period of time, as opposed to a fixed point, that could also account for the variation.

Finally, the 235 figure reported at exhibit 2 of the affidavit is based on a different point in time and includes different groups of children.

The number provided in Exhibit NN-2 is based on data as of March 31, 2018, and includes all on reserve registered and non-registered First Nations children in care in Newfoundland and Labrador.

The number provided at paragraph 27 in Nathalie Nepton's affidavit is based on data as of March 31, 2019, and only includes registered on-reserve First Nations children from the Mushuau Innu First Nation and the Sheshatshiu Innu First Nation.

Undertaking #9: Clarify whether the \$19.1 million figure referenced at paragraph 27 of Nathalie's affidavit included an amount for \$1.8 million that related to a previous year.

Canada's public accounts indicate that funding to the province of Newfoundland and Labrador increased from \$10.8 million in 2015-2016 to \$19.1 million in 2018-2019. My understanding is that of the \$19.1 million provided to the province in 2018-2019, \$1.8 million was an expense incurred by the province in 2016-2017, but only invoiced to and paid by Canada during the 2018-2019 fiscal year. As such, for financial reporting purposes, a total of \$19.1 million was paid to the province of Newfoundland and Labrador by Canada in 2018-2019.

The payment of invoices in a new fiscal year for previous year's expenses is a common occurrence in the context of Canada's funding agreements with provinces and territories, as it often takes more time for the provinces to finalize their compliance.

Undertaking #10: Clarify which jurisdictions include band representatives in their legislation and how ISC funds them.

"Band Representative Services" is a term which is used in child and family services legislation for some jurisdictions, but not all. To assist in making comparisons between jurisdictions, the following is a description of the funding ISC currently provides to service providers in various provinces. These providers may be engaging in activities similar to band representative service in Ontario which are the subject of the CHRT order.

ISC is currently providing funding to support Indigenous or band representatives for First Nations communities in Ontario and three Atlantic provinces, being Newfoundland and Labrador, Nova Scotia and Prince Edward Island. Funding has been provided through either the February 1, 2018 CHRT actuals process, regular operations budget allocations, or through

Responses to undertaking of Nathalie Nepton during the January 8, 2020 cross-examination in the matter before the Canadian Human Rights Tribunal

additional funding sought through a proposal based mechanism. The details by province are as follows:

- In Ontario, funding for band representative services is provided through the reimbursement of actual expenditures, in accordance with the February 1, 2018 CHRT orders.
- In Nova Scotia, the provincial allocation of CWJI funding under the FNCFS program has been prioritized by Chiefs to fund a band representative project that includes funding for one band representative for each of the 13 communities.
- In Newfoundland and Labrador, the Innu Roundtable Secretariat has been receiving funding for band representatives through Jordan's Principle for the two Innu communities in Labrador. In addition, the Miawupkek First Nation has recently identified its Director of Child and Family Services as an Indigenous representative under the provincial legislation. The Director's salary is an eligible expenditure under the FNCFS annual operation budget allocation. No additional funding has been requested to date.
- In Prince Edward Island, the Mi'kmaq Confederacy of PEI's (now named Epekwitk Assembly of Councils Inc.) Director of Child and Family Services was the band representative for the two Mi'kmaq communities. The Director's salary is an eligible expenditure under the FNCFS annual operations budget allocation. Recently, the Chiefs designated one staff member within their band administration to exercise a band representative function.

The CWJI funding stream provides flexibility to First Nations in determining where to allocate resources, including towards "band representative" type activities. Funding for band representative services will be considered in ISC's ongoing discussions with First Nations to advance long term reform of the FNCFS Program.

Undertaking #11: Confirm how funding flows from ISC to Miakpukek First Nation for protection services and whether there is any delegation to ensure the flow of funding, and if so to confirm the specifics of the delegation.

While the provincial legislation in Newfoundland and Labrador provides for delegation since June 2019, as of yet there are no regulations in place to implement the delegation provision. As a result, ISC has a comprehensive funding agreement with the Miakpukek First Nation for the delivery of child and family services within its community, which includes both protection and prevention activities because Miakpukek also has a service agreement in place with the province for the delivery of protection services on-reserve.

Under the funding agreement with ISC, Miakpukek's protection care expenditures are reimbursed on actuals based on maintenance costs reported. Miawpukek also receives an annual allocation for operations and prevention, and as it is considered a small agency, it has access to reimbursement on actuals as per the CHRT orders.

**Responses to undertaking of Nathalie Nepton during the January 8, 2020
cross-examination in the matter before the Canadian Human Rights Tribunal**

Undertaking #12: Confirm how funding flows from ISC to MCPEI for protection services and whether there is any delegation to ensure the flow of funding, and if so to confirm the specifics of the delegation.

There is no delegation provision in PEI's legislation. ISC has a comprehensive funding agreement with MCPEI (now named Epekwitk Assembly of Councils Inc.) for the delivery of child and family services in the two Mi'kmaw communities, which includes both protection and prevention activities because MCPEI has a service agreement with the province for the delivery of protection services for children ordinarily living on-reserve.

Under the funding agreement with ISC, MCPEI's protection care expenditures are reimbursed on actuals based on maintenance costs reported. MCPEI also receives an annual allocation for operations and prevention. As it is considered a small agency, it has access to reimbursement on actuals as per the CHRT orders.

Undertaking #13: Provide the basis on which ISC reimburses the province of Newfoundland and Labrador for maintenance (e.g. is it based on an actual cost for reimbursement).

Under the bilateral agreement between ISC and Newfoundland and Labrador's Ministry of Children, Seniors and Social Development, protection care expenditures are reimbursed on actuals based on maintenance expenses, which are reported quarterly.

An operations (administration) budget is negotiated annually as part of the annual funding agreement, based on budget projections and substantiation submitted by the province.

Indigenous groups, communities, or peoples, as well as provincial and territorial governments, from offering greater protection through their child and family services legislation. Canada remains committed to discussing with partners any specific issues that arise related to the provisions of the Act.

- 3. I appreciate the references to the Charter and the CHRA and the requirements that First Nations ought to ensure programs are non-discriminatory. The missing piece is whether Canada acknowledges its responsibility to provide adequate resources and funding per the CHRT orders to ensure this is achievable. Can you please let me know what Canada's position is with respect to the CHRT orders and the durability of Canada's obligations therein for FN drawing down their own legislation?**

Canada acknowledges that discussions on funding are an essential part of discussions with First Nations planning to exercise their jurisdiction. However, since the Act falls outside of the scope of the CHRT orders, the CHRT orders will not apply to a First Nation that has assumed jurisdiction. Coordination agreement tables will discuss fiscal arrangements relating to the provision of child and family services by the Indigenous governing body, that are sustainable, needs-based and consistent with the principle of substantive equality in order to secure long-term positive outcomes for Indigenous children, families and communities and to support the capacity of the Indigenous group, community or people to exercise the legislative authority effectively.

- 4. The document says that the Act acknowledges CFS is a Section 35 right so I am not sure why a self-government discussion re: CFS or Jordan's Principle would be restricted to the Act. The Charter has supremacy over the Act so can you help me understand Canada's position on this?**

The Act provides a path for Indigenous governments and communities to exercise jurisdiction over child and family services. However, other paths remain available for the exercise of jurisdiction such as self-government agreements.

Under the mandate established by the Act, coordination agreements can only discuss the legislative authority over child and family services. Broader discussions on self-government are a mandate of the Department of Crown-Indigenous Relations and Northern Affairs.

- 5. The document uses the word "chose" often but choice implies the ability to choose. Canada's lack of funding for pre-planning (prior to sending notices of intent or coordination agreements) and failure to fund agencies to provide technical support for First Nations coupled with broad sweeping inequalities in public services on reserve place First Nations in an untenable situation whereby they cannot make a free, prior and informed choice to draw down authority. If Canada is going to hold onto the phrase of "choose" then do you not agree that it is obligated to take measures to eliminate all discriminatory service provision per the Spirit Bear plan and to provide First Nations governments with financial and expert support (including funding agencies to assist where requested)?**

The Act is meant as a framework that First Nations can use to exercise their jurisdiction over child and family services. We remain committed to providing capacity-building funding to help First Nations prepare for coordination agreement discussions and ultimately exercise jurisdiction over child and family services. As you know, over 542 million was granted to support the implementation of the Act, including capacity building.

Canada is committed to an effective implementation of the Act. We will discuss with First Nations what their needs are, and how best they may be met, to ensure that implementation takes place as smoothly as possible. We will also continue to take the Spirit Bear plan into consideration during the ongoing implementation of the Act.

6. **Can you please provide a glossary of terms for the technical document?**

As the Act is being implemented and as Indigenous groups begin exercising their jurisdiction over child and family services, we expect that there will be more clarity regarding the meaning of terms or expressions undefined by the Act. We are not in a position, at this time, to unilaterally provide such definitions.

Isa

From: Cindy Blackstock >
Sent: Wednesday, January 27, 2021 9:27 AM
To: Gros-Louis2, Isa (AADNC/AANDC) >
Cc: Gideon, Valerie (AADNC/AANDC) >; Stephanie Wellman
; Martin Orr >; Sarah Fredericks
>
Subject: Re: Technical document on C-92

Good morning Isa,

I am mindful that your deadline for feedback on the technical guide is on January 29, 2021. Can you please respond to the items below so I can furnish you with my comments in a timely fashion?

One of my thematic comments is that a technical document ought to be factual versus putting forward Canada's opinions. For example, I view Canada's inclusion of its perspective that the legislation was co-developed with partners as a matter of opinion versus as a fact. It detracts from the document and ought to be excluded.

Looking forward to a response and wishing you a good day,

Cindy

From: Cindy Blackstock
Sent: January 22, 2021 6:44 AM
To: Gros-Louis2, Isa (AADNC/AANDC)
Cc: Gideon, Valerie (SAC/ISC) >; Stephanie Wellman ;
Martin Orr
Subject: Technical document on C-92

Good morning Isa,

I hope this message finds you well. Thank you for the opportunity to review the technical document on C-92. I am amidst reviewing it and to ensure my comments are the most useful, I have a few questions:

- 1) Given Canada's commitment to a distinctions-based approach, is there a First Nations version of this document?
- 2) Has Canada done a thematic review of the existing child welfare legislation in order to support its claims about the Act improving upon provincial/territorial statutes and if so, is this available?
- 3) I appreciate the references to the Charter and the CHRA and the requirements that First Nations ought to ensure programs are non-discriminatory. The missing piece is whether Canada acknowledges its responsibility to provide adequate resources and funding per the CHRT orders to ensure this is achievable. Can you please let me know what Canada's position is with respect to the CHRT orders and the durability of Canada's obligations therein for FN drawing down their own legislation?
- 4) The document says that the Act acknowledges CFS is a Section 35 right so I am not sure why a self-government discussion re: CFS or Jordan's Principle would be restricted to the Act. The Charter has supremacy over the Act so can you help me understand Canada's position on this?
- 5) The document uses the word "chose" often but choice implies the ability to choose. Canada's lack of funding for pre-planning (prior to sending notices of intent or coordination agreements) and failure to fund agencies to provide technical support for First Nations coupled with broad sweeping inequalities in public services on reserve place First Nations in an untenable situation whereby they cannot make a free, prior and informed choice to draw down authority. If Canada is going to hold onto the phrase of "choose" then do you not agree that it is obligated to take measures to eliminate all discriminatory service provision per the Spirit Bear plan and to provide First Nations governments with financial and expert support (including funding agencies to assist where requested)?

Also- can you please provide a glossary of terms for the technical document?

I have copied Stephanie and Martin on this email as they may also find this information useful.

Thank you very much,

Cindy

(NAME OF FIRST NATION)

PREVENTION PROGRAM PROTOCOL

BETWEEN

HER MAJESTY THE QUEEN in right of Canada

Herein represented by the Minister of Indigenous Services Canada

(hereinafter referred to as “Canada”)

And

THE GOVERNMENT OF SASKATCHEWAN

As represented by the Minister of Social Services

(hereinafter referred to as “Saskatchewan”)

And

(NAME OF FIRST NATION)

Herein represented by the Chief and Council of the (NAME OF FIRST NATION)

(hereinafter referred to as “NAME OF FIRST NATION”)

WHEREAS the (NAME OF FIRST NATION), Saskatchewan and Canada share a mutual goal of developing and implementing the delivery of quality prevention services for the benefit of (NAME OF FIRST NATION) members' resident on-reserve;

WHEREAS the parties agree that it is desirable for (NAME OF FIRST NATION) to develop and operate a Prevention Program for the benefit of (NAME OF FIRST NATION) children and families' resident on-reserve.

1. PREAMBLE

Saskatchewan, as represented by the Ministry of Social Services; Canada, as represented by the Indigenous Services Canada (ISC) and the (NAME OF FIRST NATION), as represented by the Band, Chief and Council are committed to working collaboratively to improve the care, safety and well-being of (NAME OF FIRST NATION) members ordinarily resident on-reserve, by supporting (NAME OF FIRST NATION) to provide a range of culturally appropriate prevention services based on the (NAME OF FIRST NATION) customs and traditions.

The development of this protocol is a joint initiative between the three Parties which have come together in a spirit of mutual cooperation for the delivery of prevention services on the (NAME OF FIRST NATION) in Saskatchewan. The Parties have agreed to work together in supporting (NAME OF FIRST NATION) to provide (NAME OF FIRST NATION) children, families and communities with access to a comprehensive and seamless range of Prevention services based on community culture, values and customs. Saskatchewan will provide child protection services to the (NAME OF FIRST NATION) and, where appropriate, engage Prevention services provided by (NAME OF FIRST NATION) to support children and families.

2. STATEMENT OF PURPOSE, SPIRIT AND INTENT

The parties agree that their purpose and objective in entering into this Protocol is as follows:

- (a) to provide the foundation to support the development of prevention services to (NAME OF FIRST NATION) children and families' resident on-reserve;
- (b) to define and support an effective working relationship between the parties;

- (c) to enhance the quality of prevention and protection services provided to (NAME OF FIRST NATION) children and families resident on-reserve; and
- (d) to improve the quality of life for (NAME OF FIRST NATION) children and families.

The parties wish to enter into an interim protocol for the purpose of establishing each party's roles and responsibilities as they relate to the development and operation of the Prevention Program.

The parties further agree that nothing in this Protocol shall be construed or have the effect of prejudicing or affecting:

- (a) the Treaty rights and inherent rights of (NAME OF FIRST NATION);
- (b) the special relationship between (NAME OF FIRST NATION) and Canada;
- (c) any present or future negotiation for full recognition of (NAME OF FIRST NATION)'s jurisdiction and authority over Indian child and family services as part of the broader self-government process between (NAME OF FIRST NATION), Saskatchewan and Canada.

3. DEFINITIONS

- a) "Canada" means Her Majesty the Queen in Right of Canada;
- b) "CFSA" means *The Child and Family Services Act*, S.S 1989-90 c. C-7.2, which is legislation enacted by Saskatchewan concerning child and family services;
- c) "(NAME OF FIRST NATION) members" means those persons who meet the eligibility for membership criteria of a (NAME OF FIRST NATION) and includes persons entered or entitled to be entered on a (NAME OF FIRST NATION) Band list;
- d) "Funding Agreement" means an agreement between the (NAME OF FIRST NATION) and Canada for the funding of the prevention services to be provided by the (NAME OF FIRST NATION) pursuant to this Agreement;
- e) "Prevention Program" means the program established by (NAME OF FIRST NATION) to provide prevention services to the children and families of the (NAME OF FIRST NATION);
- f) "Prevention Services" mean community based activities and supports which promote healthy families and communities and may include services that are designed to strengthen families;
- g) "Saskatchewan" means Her Majesty the Queen in Right of Saskatchewan as represented by the Minister of Social Services;

- h) “Resident on-reserve” means any First Nations member who is ordinarily a member of the (NAME OF FIRST NATION) and resides on the reserve, or resides off-reserve for educational or health reasons;
- i) “(NAME OF FIRST NATION)” means the combined membership of the (NAME OF FIRST NATION) members.

4. OBJECTIVES

1. (NAME OF FIRST NATION) will provide leadership and support the development and operation of a Prevention Program for (NAME OF FIRST NATION) residents on-reserve in accordance with the (NAME OF FIRST NATION) customs and traditions in supporting children and families;
2. (NAME OF FIRST NATION) will provide Prevention services accessible to all children and families resident-on-reserve of the First Nation.
3. Canada will provide funding to (NAME OF FIRST NATION) in accordance with the terms of the Federal Funding Agreement.
4. Unless otherwise agreed to in writing between (NAME OF FIRST NATION) and Saskatchewan, Saskatchewan has no obligations to provide payment respecting to development or operation of the Prevention Program.
5. (NAME OF FIRST NATION) will ensure child protection concerns are immediately reported to the Ministry of Social Services as required by the 2017 Saskatchewan Child Abuse Protocol and section 12 of the *CFSA*.
6. (NAME OF FIRST NATION) acknowledges and agrees that Saskatchewan is responsible for the administration of the *CFSA* to Residents on-reserve and that this Protocol is not be construed as an agreement entered into pursuant to section 61 of the *CFSA*. For greater clarification, (NAME OF FIRST NATION) agrees that it will not provide services, exercise the powers of the minister pursuant to the *CFSA* or otherwise administer the *CFSA* in the delivery of the Prevention Program.
7. Where appropriate, Saskatchewan will make referrals to (NAME OF FIRST NATION)’s Prevention Program and will share child and family services information with (NAME OF FIRST NATION) employees providing prevention services, in accordance with section 74 of the *CFSA* in the discretion of Saskatchewan.

8. (NAME OF FIRST NATION) acknowledges and agrees that staff and volunteers engaged in the delivery of prevention services must have cleared CPICs, and vulnerable sector checks.
9. Saskatchewan will provide training on the 2017 Saskatchewan Child Abuse Protocol to the staff responsible for administering (NAME OF FIRST NATION)'s Prevention Program, and other community stakeholders.

5. DISPUTE RESOLUTION

The Parties are committed to working together and avoiding disputes through collaboration, information exchange, advance notice, early consultation, discussion, clarification and resolution of issues, should they arise.

In the event a dispute arises between the Parties and the working level staff of this Protocol, but are unable to resolve the dispute within thirty (30) business days, then, unless otherwise agreed to by the Parties, the dispute will be referred to the 1st level negotiators for the Parties experiencing the dispute being the ISC Manager of Social Development on behalf of Canada, the Director of the Service Area for the Ministry of Social Services, on behalf of Saskatchewan, and the designated band counsellor of (NAME OF FIRST NATION).

If the 1st level negotiators are unable to resolve the dispute within thirty (30) days, then, unless otherwise agreed to by the Parties, the dispute will be referred to the 2nd level negotiators for resolution, being the ISC Director of Education and Social Programs on behalf of Canada, the Executive Director Service Delivery, Ministry of Social Services, on behalf of Saskatchewan and the Chief of (NAME OF FIRST NATION).

If the 2nd level negotiators are unable to resolve the dispute within thirty (30) days, then, unless otherwise agreed to by the Parties, the dispute will be referred to the 3rd level negotiators for resolution, being the ISC Regional Director General on behalf of Canada, the Assistant Deputy Minister, Ministry of Social Services, on behalf of Saskatchewan, and the Chief of (NAME OF FIRST NATION).

6. TERM OF PROTOCOL

The terms of this Protocol shall be effective as of April 1, 2021, and shall terminate on March 31, 2023.

Negotiations for renewal of this Protocol shall commence at least 6 months prior to the termination date of the Protocol, and no later than October 1, 2021. Saskatchewan shall take the lead in commencing the negotiations.

In the event that a new Protocol, to take effect, is not reached by March 31, 2023, the Parties agree that this Protocol will be extended to May 31, 2023, allowing additional time for further negotiations of a new Protocol.

The Protocol may be amended in writing upon agreement between the parties.

7. GENERAL

Any party may terminate this Protocol by giving at least ninety (90) days prior notice in writing to the other parties. Notices required or permitted to be given pursuant to this Protocol shall be in writing and shall be delivered personally, or sent by registered mail or facsimile transmission, and addressed as follows:

Saskatchewan: Ministry of Social Services
12th Floor 1920 Broad Street, Regina, SK S4P 3V7
Attention: Assistant Deputy Minister
Fax: (306) 787-4909

Canada: Indigenous Services Canada
Attention: Regional Director General
1827 Albert Street, Regina SK S4P 2S9
Fax: (306) 790-4634

(NAME OF FIRST NATION): Chief and Council

The following parties have executed this Agreement;

For Saskatchewan:

Witness

XXX
Minister of Social Services
Or Designate

Date of Acceptance

For Canada:

Witness

Rob Harvey
Regional Director General
Or Designate

Date of Acceptance

For (NAME OF FIRST NATION):

Witness

Chief

Witness

XXXX
Title

Witness

XXXX
Title

Date of Acceptance