

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

This Final Agreement made on this [REDACTED] day of [REDACTED], 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

FINAL AGREEMENT ON LONG-TERM REFORM 1

PREAMBLE..... 1

PART I – PURPOSE 3

PART II – PRINCIPLES 4

PART III – DEFINITIONS 5

PART IV – FUNDING COMMITMENT 13

 A. Initial Funding Period (April 1, 2025, to March 31, 2029) 13

 B. Second Funding Period (April 1, 2029, to March 31, 2034) 14

 C. Terms Applicable to Both Funding Periods 15

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

 A. Methodology..... 16

 Baseline Funding 16

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

 Household Supports Funding..... 17

 Prevention Funding 18

 First Nation Representative Services Funding 18

 FNCFS Capital Funding 19

 Post-Majority Support Services Funding 19

 Remoteness Adjustment Funding 20

 Insurance Premiums for First Nations and FNCFS Service Providers 21

 Inflation 21

 Population 21

 B. Allocation 22

 C. First Nations planning 28

 D. Discussions on sub-regional modifications 28

 E. FNCFS Funding Mechanism 28

 F. Transition to the Reformed FNCFS Funding Approach..... 30

 April 1, 2025 to March 31, 2026 30

 April 1, 2026 Onward 33

Support for First Nations and FNCFS Service Providers in the Transition to the Reformed FNCFS Funding Approach	33
G. Reform of the 1965 Agreement.....	34
H. Application of the 1965 Agreement	34
I. Funding for Non-Agency First Nations	35
J. New FNCFS Agencies and FNCFS Agency Transitions within the Reformed FNCFS Program	35
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.....	37
PART IX – HOUSING FUNDING	39
PART X – ONTARIO FNCFS DATA SECRETARIAT.....	40
Establishment.....	40
Data Inputs and Management.....	41
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
Planning.....	45
Community-Wellness Reporting.....	47
ISC Reporting on Compliance.....	49
PART XIV – GOVERNANCE OF THE REFORMED FNCFS PROGRAM.....	50
A. Ontario Reform Implementation Committee	50
B. Systemic Review Committee.....	52
C. Technical Advisory Committee.....	53
PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS	54
A. Overview and Timeline.....	54
B. Purposes and Scope of Program Assessments	54
C. Selection of the Program Assessment Organization	55
D. Oversight of the Program Assessments.....	56

- E. Program Assessment Method and Information Sharing 56
- F. Urgent Circumstances During the Program Assessment Process 58
- G. Program Assessment Reports 58
- H. Ontario Reform Implementation Committee’s Program Assessment Opinions 59
- I. Canada’s Response to the Ontario Reform Implementation Committee’s
Program Assessment Opinions..... 60
- 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..... 64
- PART XIX – DISPUTE RESOLUTION PROCESS..... 66
 - A. Overview 66
 - Jurisdiction of Arbitral Tribunal and Appeal Tribunal – Parties’ Disputes 68
 - Jurisdiction of an Arbitral Tribunal and Appeal Tribunal – Claimant Disputes 70
 - B. Principles and Rules Applicable to Determination of Disputes 72
 - Nature of Dispute Awards 74
 - Confidentiality..... 75
 - Roster of Arbitrators 75
 - Mandatory Training of Arbitrators..... 77
 - Dispute Resolution Process Administration 77
 - C. Dispute Resolution Procedures – All Disputes 77
 - Appointment of an Arbitral Tribunal or Appeal Tribunal..... 78
 - Exchange of Parties’ Positions and Documents..... 79
 - Mediation 79
 - Manner of Proceedings 79
 - Default of a Party or Claimant 80
 - D. Procedures Specific to the Dispute Resolution Process for Claimant Disputes 80
 - Shared Objectives..... 80
 - Duty Counsel..... 81
 - Claimant Participation Costs and Legal Fees 81
 - Participation of Cultural Officer 82
 - Expert Appointed by Arbitral Tribunal..... 83
 - Expenses of Arbitral Tribunal, Appeal Tribunal and Related..... 83

PART XX – INFORMATION SHARING AND PRIVACY 84

PART XXI – ENTIRE AGREEMENT 84

PART XXII – CONFIDENTIALITY AND RETENTION 84

PART XXIII – TERMINATION OF AGREEMENT 85

PART XXIV – TRIBUNAL APPROVAL, FUNDING OF LEGAL COSTS, AND
EFFECTIVE DATE 85

 Tribunal Approval 85

 Funding of Legal Costs 86

 Effective Date 86

PART XXV – ENFORCEMENT OF FUNDING COMMITMENT 87

PART XXVI – SUPERSEDING TRIBUNAL’S ORDERS 87

PART XXVII – GENERAL PROVISIONS 89

PART XXVIII – APPENDICES 91

**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.
- (nn) **“Interim Dispute Resolution Process”** means the process set out in 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 ADRIK'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 ADRIK 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) 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

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

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
REMOTENESS 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.

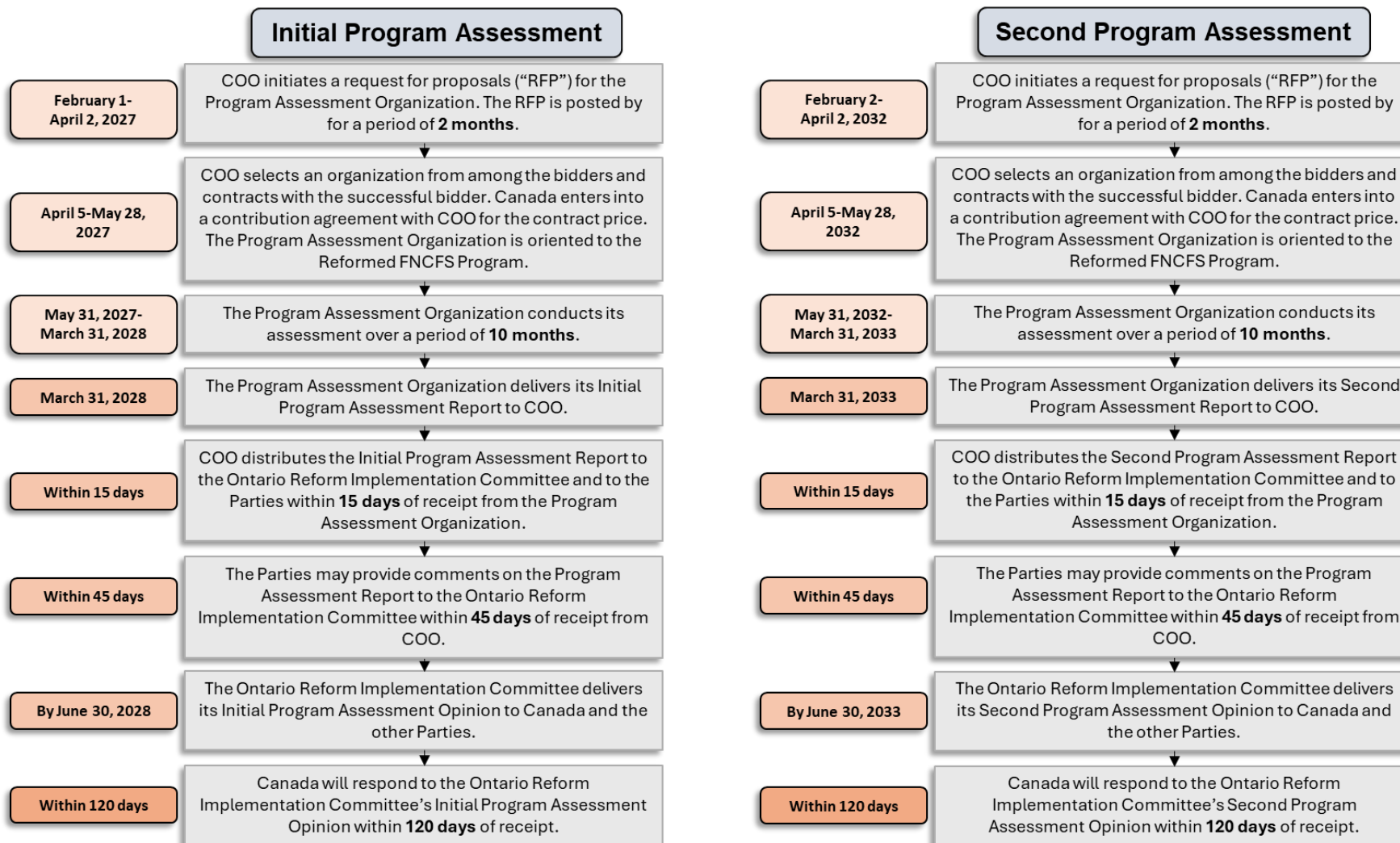
Outcomes and indicators may evolve as part of the implementation of the Reformed FNCFS Program. As a starting point, the following indicators will be used to measure the performance of the Reformed FNCFS Program.

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
<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) 			

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 **XX**, 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 [Date of signature], 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 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:

¹ Pursuant to the Merits Decision and subsequent rulings, the Tribunal referred to First Nation Representative Services as "Band Representative Services" in Ontario.

- 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 2SLGBTQQIA+ 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. • Interventions that are identified to support the child's best interests including cultural, communal and other activities to build self-esteem, resilience and healing.
Post-majority support services	<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

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"> ○ (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. • 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 <i>An Act respecting First Nations, Inuit and Metis children, youth and families</i>.
<p>Child protection services</p>	<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 <i>An Act Respecting First Nation, Inuit and Métis children, youth and families</i>, and applicable provincial or First Nation legislation, regulations, policies and standards and as outlined below.</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.

Child protection services include:

Maintenance and care: Services associated with placing and maintaining the care of children in out-of-home or alternate care arrangements.

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:

- 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.

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.

Eligible activities support:

- 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.
- 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.

	<ul style="list-style-type: none"> 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 An Act Respecting First Nation, Inuit and Métis children, youth and families
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. 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).

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:

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](#).

- 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 *multiplied by* The percentage of the First Nation's population below the Low-Income Measure-After Tax (LIM-AT) *divided by* The total population below the LIM-AT of all First Nations eligible to receive funding under the Reformed FNCFS Program in Ontario *multiplied by* 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

First Nation Multi-Year Plan 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

Child and Community Wellbeing Plan: 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(II), 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.