

**CANADIAN HUMAN RIGHTS TRIBUNAL**

B E T W E E N :

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

Complainants

- and -

**CANADIAN HUMAN RIGHTS COMMISSION**

Commission

-and-

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

Respondent

- and -

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

Interested Parties

**MOTION RECORD OF INTERESTED PARTY, CHIEFS OF ONTARIO**

March 7, 2025

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**INDEX**

<b>Tab</b>	<b>Document</b>
<b>1</b>	Notice of Motion dated March 7, 2025
<b>2</b>	Affidavit of GC Joel Abram affirmed March 6, 2025
<b>A</b>	<b>Exhibit A</b> - February 26, 2025 - Ontario Final Agreement
<b>B</b>	<b>Exhibit B</b> - February 26, 2025 - Trilateral Agreement
<b>C</b>	<b>Exhibit C</b> - June 2022 - Chiefs of Ontario Charter
<b>D</b>	<b>Exhibit D</b> - July 31, 1980 – COO Motion #24
<b>E</b>	<b>Exhibit E</b> - July 31, 1980 - COO Motion #25
<b>F</b>	<b>Exhibit F</b> - June 9, 1983 - COO Resolution 83-35
<b>G</b>	<b>Exhibit G</b> - June 4, 1998 - COO Resolution 98-47
<b>H</b>	<b>Exhibit H</b> - March 2, 2000 - COO Resolution 00-19
<b>I</b>	<b>Exhibit I</b> - November 2010 - COO Resolution 10-15
<b>J</b>	<b>Exhibit J</b> - June 30, 2016 - COO Resolution 12-16
<b>K</b>	<b>Exhibit K</b> - July 9, 2009 - COO Resolution 09-21
<b>L</b>	<b>Exhibit L</b> - June 30, 2016 - COO Resolution 09-16
<b>M</b>	<b>Exhibit M</b> - June 30, 2016 - COO Resolution 10-16
<b>N</b>	<b>Exhibit N</b> - June 30, 2017 - COO Resolution 25-17
<b>O</b>	<b>Exhibit O</b> - October 25, 2017 - COO Resolution 21-17
<b>P</b>	<b>Exhibit P</b> - October 25, 2017 - COO Resolution 23-17
<b>Q</b>	<b>Exhibit Q</b> - June 2017 - COO Resolution 29-17
<b>R</b>	<b>Exhibit R</b> - October 25, 2017 - COO Resolution 22-17
<b>S</b>	<b>Exhibit S</b> - January 17, 2022 - Terms of Reference

<b>T</b>	<b>Exhibit T</b> - December 31, 2021 - Executive Summary of Agreement-in-Principle on Long-Term Reform
<b>U</b>	<b>Exhibit U</b> - February 13, 2024 - Letter from Caring Society counsel re negotiations
<b>V</b>	<b>Exhibit V</b> - July 11, 2024 - Draft National Final Agreement
<b>W</b>	<b>Exhibit W</b> - September 17, 2024 - Final Agreement on Long-Term Reform of FNCFS Program
<b>X</b>	<b>Exhibit X</b> - FAQ about Long-Term Reform Final Agreement
<b>Y</b>	<b>Exhibit Y</b> - October 4, 2024 - OKT PPT on Funding under the Final Agreement
<b>Z</b>	<b>Exhibit Z</b> - September 3, 2024 - Letter from Caring Society to COO leadership re FSA amendments
<b>AA</b>	<b>Exhibit AA</b> - Template of Funding Profile for draft national Final Agreement
<b>BB</b>	<b>Exhibit BB</b> - October 10, 2024 - COO Resolution 24-24S
<b>CC</b>	<b>Exhibit CC</b> - October 18, 2024 - AFN Resolution 60-2024
<b>DD</b>	<b>Exhibit DD</b> - November 21, 2024 - COO Resolution 24-28S
<b>EE</b>	<b>Exhibit EE</b> - October 25, 2024 - Letter from Ontario Regional Chief to Canada
<b>FF</b>	<b>Exhibit FF</b> - December 30, 2024 - Letter from Minister to COO and NAN
<b>GG</b>	<b>Exhibit GG</b> - February 21, 2025 - Ontario Final Agreement Information Session Deck
<b>HH</b>	<b>Exhibit HH</b> - February 21, 2025 - Ontario Final Agreement Remoteness Presentation
<b>II</b>	<b>Exhibit II</b> - Fact Sheets
<b>JJ</b>	<b>Exhibit JJ</b> - Template of Funding Profile for Ontario Final Agreement
<b>KK</b>	<b>Exhibit KK</b> - February 26, 2025 - COO Resolution 01-25S
<b>LL</b>	<b>Exhibit LL</b> - February 26, 2025 - COO Resolution 25-02S
<b>MM</b>	<b>Exhibit MM</b> - February 6, 2020 - COO Resolution 20-14
<b>NN</b>	<b>Exhibit NN</b> - February 27, 2020 - Letter from OKT filing OSS

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Interested Parties

**JOINT NOTICE OF MOTION**

The Interested Party Chiefs of Ontario and the Interested Party Nishnawbe Aski Nation make a joint motion to the Canadian Human Rights Tribunal at 240 Sparks Street, 6<sup>th</sup> Floor West, Ottawa, Ontario, to be heard at a time to be determined by the Canadian Human Rights Tribunal.

The motion is made under Rule 3 of the *Canadian Human Rights Tribunal Rules of Procedure (Proceedings Prior to July 11, 2021)* and is for orders under paragraph 53(2) of the *Canadian Human Rights Act*, Rules 1(6), 3(1), and 3(2)(d), and pursuant to the Canadian Human Rights Tribunal's continuing jurisdiction in this matter.

The motion is proposed to be heard in person.

**THE MOTION IS FOR:**

1. An order that the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario (the “Ontario Final Agreement”), executed by Chiefs of Ontario (“COO”), Nishnawbe Aski Nation (“NAN”), and His Majesty the King in Right of Canada on February 26, 2025, be and is hereby approved by the Canadian Human Rights Tribunal (the “Tribunal”), without condition.
2. An order that the Ontario Final Agreement and the Trilateral Agreement Respecting Reform of the 1965 Agreement (the “Trilateral Agreement”) satisfy, supersede, and replace all orders of the Tribunal related to the discrimination found by the Tribunal concerning all elements of the Complaint in Ontario relating to the First Nations Child and Family Services (“FNCFS”) Program in Ontario and the Memorandum of Agreement Respecting Welfare Programs for Indians (the “1965 Agreement”).
3. An order ending the Tribunal’s jurisdiction over the elements of the Complaint and all associated remedial proceedings with respect to Ontario, save for jurisdiction over those aspects of the within Complaint and associated proceedings related to the interpretation and implementation of Jordan’s Principle.
4. An order that the orders of the Tribunal made with respect to the interpretation, application, and implementation of Jordan’s Principle continue to apply with respect to First Nations children in Ontario.
5. Such further and other relief as counsel may advise and the Tribunal may direct.

**THE GROUNDS FOR THE MOTION ARE:**

**Background**

6. In the *Merit Decision* (indexed as 2016 CHRT 2) at paragraph 473, the Tribunal found that the Respondent, the Attorney General of Canada (“Canada”), was discriminating against First Nations children through the unequal funding of the FNCFS Program on reserve. At paragraph 481, the Tribunal ordered Canada to cease its discriminatory practices and

reform the FNCFS Program and the 1965 Agreement to reflect the Tribunal's findings in the decision.

7. It has been over nine years since the *Merit Decision*. There have been numerous interim relief orders to remedy elements of the discrimination, but the comprehensive reform contemplated by the Tribunal's orders has not yet occurred. First Nations in Ontario have long been demanding comprehensive reform in line with their aspirations and their inherent rights to make decisions about children and families. The reform First Nations in Ontario have been demanding includes First Nations as providers of community-based prevention services, funding control, automatic receipt of First Nations Representative Services funding, and funding that reflects the real increased costs of remoteness.
8. The Tribunal, in a letter dated February 10, 2025, expressed concern that long-term reform had not yet been completed. COO and NAN share those concerns, and the Chiefs-in-Assembly of both COO and NAN have approved agreements for long-term reform and are ready to move from the *status quo* to a Reformed FNCFS Program.
9. On December 31, 2021, COO, the Assembly of First Nations ("AFN"), the First Nations Child and Family Caring Society ("Caring Society"), NAN, and Canada executed an Agreement-in-Principle on the Long-Term Reform of the FNCFS Program and Jordan's Principle. Shortly after the Agreement-in-Principle was signed, COO, the AFN, the Caring Society, NAN, and Canada began negotiating a national Final Agreement.
10. The Caring Society withdrew from the negotiations. AFN, COO, NAN, and Canada continued in the negotiations.
11. On July 11, 2024, AFN, COO, NAN, and Canada signed a draft national Final Agreement on Long-Term Reform of the FNCFS Program (the "draft national Final Agreement").
12. The draft national Final Agreement was ratified by the NAN Chiefs-in-Assembly on October 9, 2024, and the Ontario Chiefs-in-Assembly on October 10, 2024.
13. The draft national Final Agreement was not ratified by the First Nations-in-Assembly at the AFN Special Chiefs Assembly on October 17, 2024.



14. In November 2024, at the COO Annual General Assembly, the Ontario Chiefs-in-Assembly passed a resolution mandating COO to pursue an Ontario-specific agreement. Ontario Regional Chief Abram Benedict and NAN Grand Chief Alvin Fiddler formally invited Canada to enter into negotiations to achieve a Reformed FNCFS Program in Ontario, in a letter dated October 25, 2024. Ontario Regional Chief Abram Benedict and NAN Grand Chief Alvin Fiddler also met with Minister Patty Hajdu on November 8, 2024, where they conveyed COO's and NAN's desire to enter into negotiations to reform the FNCFS program in Ontario.
15. On December 30, 2024, Canada announced it had received a mandate to negotiate with COO and NAN towards long-term reform of the FNCFS Program in Ontario, based on the draft national Final Agreement.
16. On February 7, 2025, after five weeks of negotiation, COO, NAN, and Canada reached a provisional Ontario Final Agreement and a provisional Trilateral Agreement.
17. On February 25, 2025, the provisional Ontario Final Agreement and the provisional Trilateral Agreement were ratified by the NAN Chiefs-in-Assembly.
18. On February 26, 2025, the provisional Ontario Final Agreement and the provisional Trilateral Agreement were ratified by the Ontario Chiefs-in-Assembly.
19. The Ontario Final Agreement was negotiated with Canada by COO and NAN, in the spirit of reconciliation and through the exercise of the inherent right to self-determination, recognized and affirmed in the *United Nations Declaration on the Rights of Indigenous Peoples* ("UNDRIP").
20. The First Nations in Ontario organize and govern themselves through COO and NAN, in line with their right to participate in decision-making matters that affect their rights, through representatives chosen by themselves in accordance with their own procedures, as recognized and affirmed in Article 18 of *UNDRIP*. The negotiation and ratification of the Ontario Final Agreement and the Trilateral Agreement is the collective expression of the self-governance and self-determination rights of the First Nations in Ontario through COO and NAN.

21. COO and NAN worked extensively with First Nations and political-territorial organizations in Ontario and their appointed representatives and technicians to inform First Nations about proposed reforms to the FNCFS program, to seek direction on proposed reforms, and to shape the Ontario Final Agreement and the Trilateral Agreement. COO and NAN provided information about the proposed reforms through numerous materials on a website maintained by COO and NAN, and through information sessions. First Nations leadership and technicians were provided many opportunities to provide their views on the reform of the FNCFS Program.

### **Ontario Final Agreement**

22. The Ontario Final Agreement represents substantial reform to the FNCFS program in Ontario.
23. The Ontario Final Agreement's purpose and principles reflect the Tribunal's orders including the best interests of children, substantive equality, culturally appropriate services, and the prioritization of keeping children in the home. It enables the exercise of First Nations' self-determination by allowing First Nations to make choices about who provides certain services, and by allowing First Nations to be the service provider in many aspects when they so choose.
24. The Ontario Final Agreement is evidence-based. It relies on, among other things, the reports completed by the Institute of Fiscal Studies and Democracy (the "IFSD") and the Ontario Special Study (the "OSS"). The IFSD reports analyzed the costs of the FNCFS Program based on the needs of First Nations agencies. In its reports, the IFSD made numerous recommendations in relation to funding and structural changes to the FNCFS Program and proposed a new funding mechanism model for FNCFS and an updated framework on child, family, and community well-being. The OSS examined the funding relationship and comparability of child welfare services for on-reserve children in Ontario and provided options on a new First Nations family well-being policy, program delivery, and funding approach that is family-centered, community-directed, and supports better outcomes by focusing on prevention.

25. The Ontario Final Agreement commits \$8.5 billion over nine fiscal years (April 1, 2025 to March 31, 2034) to implement reforms to the FNCFS Program in Ontario. The funding is flexible, meaning First Nations and FNCFS Service Providers are entitled to move funds between “line items” and are entitled to carry over unspent funds. It provides stable and predictable funding through its term.
26. The Ontario Final Agreement provides that, in addition to FNCFS Agencies, First Nations are funding recipients and vital providers of child and family services. This builds on welcome reforms that commenced in the interim relief period since the *Merit Decision*.
27. The vast majority of the \$8.5 billion is committed to the costs directly associated with the FNCFS Program. The Ontario Final Agreement provides for funding to First Nations and FNCFS Agencies in the following program and services categories:
  - (a) To First Nations and FNCFS Agencies:
    - (i) Prevention services funding
    - (ii) Emergency funding
    - (iii) FNCFS capital funding
    - (iv) Remoteness funding (where applicable)
  - (b) To First Nations:
    - (i) First Nations Representative Services funding
    - (ii) Post-Majority Support Services funding
    - (iii) Household supports funding
    - (iv) Results funding
    - (v) Information Technology funding
    - (vi) Housing funding
  - (c) To FNCFS Agencies:
    - (i) “Baseline” funding for protection services (operations and maintenance)
    - (ii) Funding directed by a First Nation for any services, at the First Nation’s option
28. Only \$75 million of the funds—amounting to less than 1% of the \$8.5 billion commitment—is committed to governance and administrative costs, such as the Ontario

Reform Implementation Committee (“ORIC”), NAN-Canada Remoteness Quotient Table and Ontario Remoteness Secretariat, Ontario FNCFS Data Secretariat, funding for COO and NAN to support the implementation of the Ontario Final Agreement, and dispute resolution.

29. The Ontario Final Agreement contains elements that are intended to give First Nations a significant role in overseeing the implementation of the Ontario Final Agreement alongside Canada, and to provide for dispute resolution.
30. The ORIC will be created, with eight members appointed as follows: one member appointed by each of COO, NAN and Indigenous Services Canada (“ISC”); and five at-large members appointed by the Ontario Chiefs-in-Assembly, one of whom is intended to be to be a youth with lived experience of out-of-home care. The ORIC will oversee and monitor the implementation of the Reformed FNCFS Program and will make recommendations, at any time, to Canada on needed improvements. The ORIC will also have subcommittees that report to it that are specifically constituted to provide technical advice and to identify any trends of concern that may arise and make recommendations to address them.
31. The ORIC will establish a Systemic Review Committee as a sub-committee. The function of the Systemic Review Committee is to review and identify trends in:
  - (a) Service Provider Funding Adjustment Requests and the determination 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.
32. The ORIC will also establish a Technical Advisory Committee as a sub-committee. The function of the Technical Advisory Committee is to provide technical advice on the implementation of the Reformed FNCFS Program to the ORIC and to disseminate best practice guidelines and tools to First Nations and FNCFS Service Providers.

33. In addition to the \$8.5 billion, ISC has committed to fund the following at their full cost:
- (a) Administrative support of the ORIC;
  - (b) Cultural humility training for ISC employees; and
  - (c) Two comprehensive program assessments (to evaluate the effectiveness of the reforms and make recommendations for improvements).
34. An Ontario FNCFS Data Secretariat will be created, which will synthesize Ontario FNCFS data and other relevant data to develop, support, or inform recommendations to the ORIC in relation to the implementation and efficacy of the Reformed FNCFS Program. ISC will provide \$13.5 million over the term of the Ontario Final Agreement to support the Ontario FNCFS Data Secretariat.
35. The Ontario Final Agreement provides for a dispute resolution process. The dispute resolution process will handle two types of disputes: disputes among COO, NAN, and/or Canada; and an optional process to resolve disputes between First Nations and FNCFS Agencies to address questions of their entitlement to or the accuracy of their funding provided for in the Ontario Final Agreement and ISC's decision to deny (in whole or in part) a First Nation's or FNCFS Agency's Service Provider Funding Adjustment request or capital funding request or proposal. The Dispute Resolution Process will provide for duty counsel to assist First Nations and FNCFS Agencies in filing disputes, free of charge. First Nations' and FNCFS Agencies' use of the dispute resolution process is optional, but if a First Nation or FNCFS Agency chooses to use the dispute resolution process, the First Nation or FNCFS Agency foregoes their right to bring their dispute before another decision-making body, such as the courts or the Tribunal.
36. The Ontario Final Agreement also addresses the unique challenges experienced by remote communities across Ontario by indexing for the increased costs of the delivery of the FNCFS program through the implementation of a Remoteness Quotient Adjustment Funding ("RQAF") in respect of eighty-five (85) First Nations across Ontario. The delivery of services in respect of First Nation Representative Services, IT, results, emergency, household supports, and Post-Majority Support Services will all be the subject of RQAF,

and, where eligible, funding shall be upwardly adjusted. For greater clarity, the RQAF calculation methodology is detailed in Appendix 10 of the Ontario Final Agreement.

37. The work of the NAN-Canada Remoteness Quotient Table will continue with a new mandate to establish an Ontario Remoteness Secretariat, which will be a centre of expertise to study the impacts of remoteness in Ontario. As such, the Ontario Remoteness Secretariat will coordinate data, analysis, research, and share best practices among First Nations and agencies. Both the NAN-Canada Remoteness Quotient Table and the Ontario Remoteness Secretariat shall work on developing evidence-based best practices, data collection, analysis, and disseminating research on remoteness costs.
38. Two program assessments will be conducted during the course of the Ontario Final Agreement, with the goal of evaluating whether the reforms to the FNCFS Program contained in the Ontario Final Agreement:
  - (a) achieve progress toward the elimination of discrimination and prevention of its recurrence in Ontario;
  - (b) provide funding in a sufficient amount and in a manner that is consistent with the purposes and principles of the Ontario Final Agreement;
  - (c) are effective and advance the outcomes of the Reformed FNCFS Program through an analysis of data collected on the indicators set out in the Ontario Final Agreement; and
  - (d) improve the well-being and advance the best interests of First Nations children, youth, and families in Ontario.
39. The initial program assessment will be completed by March 31, 2028 and the second by June 30, 2033. At the conclusion of the initial program assessment, recommendations for program and/or funding changes for the Reformed FNCFS Program in Ontario for the Second Funding Period (April 1, 2029 to March 31, 2034) will be made by the ORIC to Canada. The funding commitment for the Second Funding Period may be upwardly adjusted to account for the implementation of recommendations that flow from the initial program assessment. Following the second program assessment, ORIC will make recommendations to ISC to inform the design and/or development of the Reformed FNCFS

Program, or successor program, which may take effect following the expiry of the Ontario Final Agreement.

40. To foster greater accountability between First Nations and the FNCFS Agencies that serve them, every FNCFS Agency will be required to co-develop a child and community well-being plan with the First Nations they serve. It will be a multi-year plan, updated annually, and ISC will enforce Agency compliance with the plan.

**The Ontario Final Agreement remedies the systemic discrimination found**

41. The reforms to the FNCFS Program in Ontario contained in the Ontario Final Agreement are designed to remedy and prevent the recurrence of the systemic discrimination found by the Tribunal and achieve substantive equality. The Ontario Final Agreement recognizes that First Nations are leaders in delivering culturally appropriate child and family services to their own communities, in the best interests of their children, and as such must be funded adequately, flexibly, and in a way that is responsive to the unique needs of First Nations' children, families, and communities.
42. The proposed Reformed FNCFS Program is sustainably and adequately funded and resourced by Canada. The Ontario Final Agreement provides stable and predictable funding over nine fiscal years, without the need to apply yearly, and obligates Canada to engage with COO and NAN in the development of a Reformed FNCFS Program beyond the term of the agreement and to consider the recommendations of the ORIC following the second program assessment in doing so.
43. The proposed reformed funding model under the Ontario Final Agreement provides the flexibility necessary for the FNCFS program to respond to the specific needs of First Nations children, families, and communities, including through funding reallocation and carry-forward provisions.
44. The inclusion of First Nations-controlled prevention funding in the Ontario Final Agreement accommodates the delivery of culturally appropriate prevention services aimed at reducing the number of children entering care and ending the perpetuation of the cycle

of control that outside forces have historically exerted over First Nations children and families, and over their cultures and identities.

45. The Ontario Final Agreement provides multiple mechanisms for feedback on the FNCFS Program and methods to prevent the recurrence of discrimination—including the ORIC and its subcommittees, the performance measurement model in combination with the Ontario FNCFS Data Secretariat, and the two program assessments—to ensure the Ontario Final Agreement achieves the desired outcomes.
46. The Ontario Final Agreement recognizes and respects First Nations’ inherent right of self-government, which is recognized and affirmed by section 35 of the *Constitution Act, 1982*, including jurisdiction in relation to child and family services, as recognized and affirmed in *An Act respecting First Nations, Inuit and Métis children, youth and families*, S.C. 2019, c. 24. It respects and enhances First Nation self-determination over programs and services for those First Nations who do not exercise their inherent jurisdiction and choose to stay under the FNCFS Program.
47. The Ontario Final Agreement also contains a commitment from Canada to work with COO and NAN on an expedited basis to pursue comprehensive reform of the 1965 Agreement between Canada and the Government of Ontario (“Ontario”).

### **The Trilateral Agreement**

48. The Trilateral Agreement details how COO, NAN, and Canada will work together to engage with Ontario in discussions on reforming the 1965 Agreement.
49. Canada has a mandate to engage in preliminary discussions with COO, NAN, and Ontario on reforming all program areas covered under the 1965 Agreement, namely social assistance, child and family services, childcare, and homemaking.
50. The Trilateral Agreement contains the following commitments:
  - (a) A commitment by COO, NAN, and Canada to create a work plan outlining how they will reach out to Ontario and identifying substantive subjects for discussion with Ontario by May 31, 2025.



- (b) A commitment by Canada to provide \$3.71 million in funding to COO and \$3.92 million in funding to NAN over the five fiscal years of 2025-2026 to 2029-2030 to carry out the activities set out in the work plan, including amounts to support engagements, research, legal fees, and the Special Chiefs Assemblies required to ratify any reformed 1965 Agreement.
- (c) A commitment that Canada will take the position that COO and NAN be given the opportunity to fully participate in discussions with Canada and Ontario in respect of reforming the 1965 Agreement.
- (d) A commitment by Canada to not amend, replace, or terminate the 1965 Agreement or enter into any reformed 1965 Agreement without consultation with COO and NAN.
- (e) A commitment by Canada to make best efforts to reach an agreement on a reformed 1965 Agreement with Ontario by March 31, 2027 and to discuss next steps with COO and NAN if a reformed agreement cannot be reached by that date.
- (f) Outside of the Ontario Final Agreement, ISC commits to continue to fund First Nations to access funding at actuals to support the need for First Nation Representative Services to First Nation children and families residing off-reserve until March 31, 2027, subject to Canada's approval processes and terms and conditions. Funding for post-March 31, 2027 is to be negotiated.

### **The Trilateral Agreement addresses the Tribunal's order on the 1965 Agreement**

- 51. The Trilateral Agreement commits COO, NAN, and Canada to engage with Ontario in discussions to reform the 1965 Agreement to respond to the *Merit Decision*.
- 52. The Trilateral Agreement recognizes and respects First Nations' inherent right of self-government, which is recognized and affirmed by section 35 of the *Constitution Act, 1982*, including jurisdiction in relation to child and family services, as recognized and affirmed in *An Act respecting First Nations, Inuit and Métis children, youth and families*, S.C. 2019, c. 24. It respects and enhances First Nation self determination by allowing them to participate in the re-negotiation of—and potentially become parties to—a reformed 1965 Agreement through COO and NAN.

53. The Trilateral Agreement provides for funding to COO and NAN, enabling them to meaningfully participate in the discussions regarding the reform of the 1965 Agreement.

### **Order Sought**

54. COO and NAN therefore ask the Tribunal to approve the Ontario Final Agreement; end its jurisdiction over all elements of the Complaint and all associated proceedings in Ontario, save for those proceedings related to Jordan's Principle; and order that the terms of the Ontario Final Agreement and Trilateral Agreement satisfy, 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.

### **Statutes Relied On**

55. Section 53(2) of the *Canadian Human Rights Act*, R.S.C. 1985, c. H-6.
56. Rules 1(6), 3(1), and Rule 3(2) of *Canadian Human Rights Tribunal Rules of Procedure*.
57. Section 35 of the *Constitution Act, 1982*, Schedule B to the Canada Act 1982 (UK), 1982, c 11.
58. *An Act respecting First Nations, Inuit and Métis children, youth and families*, S.C. 2019, c. 24.
59. Such further and other grounds as counsel may advise and this Tribunal may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

60. The affidavit of Grand Chief Joel Abram, affirmed March 6, 2025.
61. The affidavit of Grand Chief Alvin Fiddler, affirmed March 7, 2025.
62. Further affidavits, to be affirmed.
63. Such further and other materials as counsel may advise and the Tribunal may permit.

March 7, 2025



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FIRST NATIONS AND FAMILY CARING  
SOCIETY OF CANADA et al.  
Complainants

and

CANADIAN HUMAN RIGHTS  
COMMISSION  
Commission

Docket: T1340/7008

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**CANADIAN HUMAN RIGHTS TRIBUNAL**  
Proceeding commenced at Toronto

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**JOINT NOTICE OF MOTION**

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**CANADIAN HUMAN RIGHTS TRIBUNAL**

BETWEEN:

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

Complainants

- and -

**CANADIAN HUMAN RIGHTS COMMISSION**

Commission

- and -

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

Respondent

- and -

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

Interested Parties

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**AFFIDAVIT OF GRAND CHIEF JOEL ABRAM**

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I, Joel Abram, of the Oneida Nation Settlement in Ontario, DO SOLEMNLY AFFIRM:

1. I am Grand Chief of the Association of Iroquois and Allied Indians (“AIAI”), and the Social Services portfolio holder appointed by the Leadership Council of Chiefs of Ontario (“COO”), and therefore I have knowledge of the contents of this affidavit. Where I do not have direct knowledge, I have identified the person from whom I obtained the information in the affidavit and believe it to be true.

2. I am affirming this affidavit in order to support a motion by COO, jointly with Nishnawbe Aski Nation (“NAN”), to seek orders from the Canadian Human Rights Tribunal (the “CHRT” or the “Tribunal”) relating to the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario (the “Ontario Final Agreement”) and the Trilateral Agreement in Respect of Reforming the 1965 Agreement (the “Trilateral Agreement”). The Ontario Final Agreement and the Trilateral Agreement are attached as **Exhibits “A”** and **“B”** respectively.
3. Where I identify the source of my information and belief as Maggie Wentte, I do so on the basis that Maggie Wentte, a lawyer and partner at Olthuis Kleeer Townshend LLP (“OKT”), acted as counsel for COO in this matter and was involved in the negotiations on long-term reform of the First Nations Child and Family Services (“FNCFS”) Program on behalf of COO, giving her direct personal knowledge of this matter. As such, I consider Maggie Wentte to be a sound source of information, with personal knowledge of COO’s negotiations, meetings, consultations, correspondence, and the proceedings in this matter, and I believe the information she provides to me.
4. Where I identify the source of my information and belief as Finn Simard, I do so on the basis that Finn Simard is the Director of Social Services Sector for COO and the staff person within COO who is responsible for matters relating to child and family well-being. Finn Simard has been involved in the negotiations on long-term reform of the FNCFS Program on behalf of COO, giving him direct personal knowledge. Prior to assuming the role of Director of the Social Services Sector, Finn Simard has held various provisions within COO in the Social Services Sector. As such, I consider Finn Simard to be a sound source of information, with personal knowledge of COO’s negotiations, meetings, consultations, correspondence, and the proceedings in this matter, and I believe the information he provides to me.
5. I sit on the COO Leadership Council by virtue of my role as Grand Chief of AIAI. I have been the Social Services Sector portfolio holder for COO since 2017. Prior to that, the then-Deputy Grand Chief of AIAI, who is now a former Chief of Delaware Nation of the Thames, Denise Stonefish, held the Social Services portfolio.

6. I was also Chief of Oneida Nation of the Thames, from 2008-2014, and a councillor at Oneida Nation of the Thames from 2004-2008 and 2014-2016. During the time I was Chief, I also at times fulfilled the role of Band Representative.
7. As the Social Services Sector portfolio holder, I am apprised of matters relating to this case, as well as implementation of the decisions of the Tribunal. I actively participate in discussions relating to the implementation of the Tribunal's orders with COO's Social Services Coordination Unit ("SSCU") and the Chiefs Committee on Social Services.
8. In my role as Social Services Sector portfolio holder, I provide technical support and information to the Ontario Chiefs-in-Assembly, COO Leadership Council, and the Chiefs Committee on Social Services on matters related to social services, including child welfare. I was also selected by the COO Leadership Council to be the political advisor for COO on the negotiation of the Agreement-in-Principle on Long-Term Reform of the FNCFS Program and Jordan's Principle (the "AIP") at the time it was being negotiated. At that time, Abram Benedict, now the Ontario Regional Chief and then the Grand Chief of Mohawks of Akwesasne, was selected to be my alternate.
9. I often attended negotiations on the AIP, which concluded on December 31, 2021, as well as the negotiations toward the draft national Final Agreement on Long-Term Reform of the FNCFS Program (the "draft national Final Agreement"). I attended most days of the negotiation of the Ontario Final Agreement and Trilateral Agreement in January and February of 2025. If I could not attend, I was briefed by COO's lawyers and/or COO's Social Services Sector staff.

#### **COO'S MANDATE**

10. This year will be the 50<sup>th</sup> anniversary of COO's existence as an advocacy body for First Nations in Ontario. COO is a political advocacy group for the 133 First Nations in Ontario. Guided by the Ontario Chiefs-in-Assembly, COO supports the Anishinaabek, Mushkegowuk, Onkwehonwe, and Lenape Peoples in Ontario to protect their inherent and Treaty rights, and to assert their sovereignty and jurisdiction. COO does this by focusing on research, coordination, analysis, and political advocacy on issues of common concern to First Nations in Ontario.



11. A copy of COO's Charter is attached as **Exhibit "C"**. COO's Charter sets out COO's decision-making structures, the functions of the Leadership Council, the Chiefs-in-Assembly, the Board of Directors, the Regional Chief, and COO's various advisory councils.
12. The COO Charter at Appendix "B" sets out "Leadership Council Terms of Reference" and provides that the COO Leadership Council is the Ontario First Nations political coordination steering committee. The COO Leadership Council's function is to plan and set political priorities for collective action aimed at improving life in First Nations according to the direction and mandates given by the Ontario Chiefs-in-Assembly.
13. The COO Secretariat is the incorporated body that carries out business for COO, governed by a Board of Directors through COO's Amended and Restated By-Law Number Two.
14. The activities of COO are mandated through and guided by Resolutions passed by the Ontario Chiefs-in-Assembly, the implementation of which is guided by COO Leadership Council and the elected Ontario Regional Chief. The Ontario Regional Chief currently is Ontario Regional Chief Abram Benedict.
15. The Ontario Chiefs-in-Assembly meet several times a year. In between Chiefs Assemblies, COO takes direction from the COO Leadership Council which includes the Grand Chiefs from Anishinabek Nation, NAN, Grand Council Treaty #3, AIAI, and Chiefs from Six Nations of the Grand River, the Independent First Nations, and the Mohawk Council of Akwesasne (the "political-territorial organizations" or "PTOs").
16. COO also has a Chiefs Committee on Social Services, comprised of Chiefs who advise on matters related to social services which affect First Nations in Ontario. The Chiefs Committee on Social Services provides advice and direction to the COO Leadership Council and to the Ontario Chiefs-in-Assembly.
17. COO's Social Services Coordination Unit ("SSCU") is composed of Social Services directors and other technicians from the various political-territorial organizations in Ontario and the independent First Nations who hold expertise in social services. Its role is to provide technical advice on social services matters, to meet at a tripartite table on social

services with COO, Canada, and Ontario, and to provide advice and make recommendations to the Chiefs Committee on Social Services.

**PAST COO RESOLUTIONS RELATED TO REFORM OF THE FNCFS PROGRAM**

18. Over the years, the Ontario Chiefs-in-Assembly have passed a number of Resolutions and Motions to address the discrimination in the FNCFS Program and caused by the operation of The Memorandum of Agreement Respecting Welfare Programs for Indians, also known as the 1965 Indian Welfare Agreement (the “1965 Agreement”).
19. I am informed by Finn Simard, and believe, that he has searched COO’s records of past resolutions and has identified the resolutions in this section of my affidavit as being related to child welfare, social services, and the 1965 Agreement, and has provided me with true copies of such resolutions, which are attached as the exhibits as indicated.
20. In 1980, the Ontario Chiefs-in-Assembly passed Motion #24 and Motion #25, which called for changes to the social services delivery system under the 1965 Agreement and the creation of an alternate social services system consistent with First Nations’ values and aspirations. A copy of Motion #24 is attached as **Exhibit “D”**. A copy of Motion #25 is attached as **Exhibit “E”**.
21. In 1983, the Ontario Chiefs-in-Assembly passed Resolution 83/35 which recognized that the 1965 Agreement was not meeting the needs of First Nations and was implemented with no consultation of or input from First Nations. A copy of Resolution 83/35 is attached as **Exhibit “F”**.
22. In 1998, the Ontario Chiefs-in-Assembly passed Resolution 98/47 which stated that the arrangements Indigenous Northern Affairs Canada (“INAC”; a predecessor ministry to Indigenous Services Canada) had with Ontario needed to be re-examined and re-negotiated and that INAC needed to work closely with First Nations and leaders to come up with effective solutions to the rising demands for social assistance in First Nations. Importantly, Resolution 98/47 noted that First Nations leaders were concerned that INAC was not in a position to assess the nature and extent of the efforts needed to mitigate the rising demands for social services in First Nations. A copy of Resolution 98/47 is attached as **Exhibit “G”**.

23. In 2000, the Ontario Chiefs-in-Assembly passed Resolution 00/19 which recognized that the programs and services offered to First Nations in Ontario under the 1965 Agreement remained stagnant for decades and unresponsive to critical community needs. A copy of Resolution 00/19 is attached as **Exhibit “H”**.
24. In 2010, the Ontario Chiefs-in-Assembly passed Resolution 10/15, which mandated the SSCU and the Chiefs Committee on Social Services to establish a summit to discuss the 1965 Agreement among First Nations leadership, and mandated the SSCU to report back with recommendations and options for the Chiefs to consider. A copy of Resolution 10/15 is attached as **Exhibit “I”**.
25. Calls for the replacement of the 1965 Agreement are echoed in Resolutions 12/16, passed in 2016. A copy of Resolution 12/16 is attached as **Exhibit “J”**.
26. In July 2009, at the 35<sup>th</sup> All Ontario Chiefs Conference, the Ontario Chiefs-in-Assembly passed Resolution 09/21 noting that the Assembly of First Nations (“AFN”) and the First Nations Child & Family Caring Society (the “Caring Society”) had filed a historic complaint with the CHRT to redress the inequitable funding of child and family services on-reserve. In Resolution 09/21, the Ontario Chiefs-in-Assembly affirmed that the safety and well-being of First Nations children and their families is of utmost concern and directed the AFN to ensure proper resourcing so the CHRT case would be dealt with as a matter of urgent and highest priority. A copy of Resolution 09/21 is attached as **Exhibit “K”**.
27. Under the authority of Resolution 09/21, COO sought and obtained intervenor status in the CHRT proceedings initiated by the AFN and the Caring Society.
28. In June 2016, the Ontario Chiefs-in-Assembly passed Resolution 09/16 which called on Canada to fully implement the Tribunal’s decisions in *First Nations Child and Family Caring Society et al. v Attorney General of Canada*. Resolution 09/16 called on Canada to fully and equitably fund child welfare services for First Nations children on-reserve in Ontario, to fund culturally appropriate and community-developed enhanced prevention services and mental health services, and to fully restore and equitably fund the Band Representative program immediately. A copy of Resolution 09/16 is attached as **Exhibit “L”**.

29. In June 2016, the Ontario Chiefs-in-Assembly passed Resolution 10/16 appointing the Social Services Portfolio Holder to the National Advisory Committee on Child Welfare, or other similar committees, to represent the interests of First Nation children on-reserve in Ontario per the CHRT rulings. Resolution 10/16 further directed the Social Services Portfolio Holder to regularly communicate and provide written updates to both the Chiefs Committee on Social Services and at times the Chiefs-in-Assembly for instruction and direction as required. A copy of Resolution 10/16 is attached as **Exhibit “M”**.
30. In June 2017, the Ontario Chiefs-in-Assembly passed Resolution 25/17 calling on Canada to fully fund an Ontario “Special Study” (the “OSS”) similar to the *Wen:de Report* and the *Coming to the Light of Day* study to examine the funding arrangements and comparability of child welfare services for First Nations children in Ontario under the 1965 Agreement. A copy of Resolution 25/17 is attached as **Exhibit “N”**.
31. Special Chiefs Assembly Resolution 21/17 accepted a work plan for the OSS with the goal of reforming the FNCFS Program to achieve substantive equality. A copy of Resolution 21/17 is attached as **Exhibit “O”**.
32. Resolution 25/17 further called on Canada to immediately reinstate funding for the Band Representative program for First Nations in Ontario and to fund mental health services for children in Ontario.
33. The call for immediate funding for the Band Representative program was echoed in Resolution 23/17 which acknowledged that Band Representative Services are critically important to First Nations as Band Representatives hold direct knowledge of children, families, and communities and act as independent advocates for children. A copy of Resolution 23/17 is attached as **Exhibit “P”**.
34. In June 2017, the Ontario Chiefs-in-Assembly passed Resolution 29/17 which advocated for immediate and equitable prevention funding and directed the Chiefs Committee on Social Services to fully examine agency prevention services on- and off-reserve in Ontario. A copy of Resolution 29/17 is attached as **Exhibit “Q”**.
35. Resolution 22/17, passed in October 2017, acknowledged that some interim prevention funding had started be to directed to FNCFS Agencies and for the first time, to First

Nations. The resolutions further directed the Chiefs Committee on Social Services, with support from the SSCU, to examine agency prevention services in Ontario, northern remoteness quotient results, population, and location of services to address the implementation of a permanent funding formula for prevention. A copy of Resolution 22/17 is attached as **Exhibit “R”**.

### **COO’S PROCESS LEADING UP TO THE DRAFT NATIONAL AGREEMENT AND THE ONTARIO FINAL AGREEMENT**

36. COO worked extensively with First Nations and PTOs in Ontario and their appointed representatives and technicians to inform COO about proposed reforms to the FNCFS program, to seek direction on proposed reforms, and to shape the Ontario Final Agreement and the Trilateral Agreement. COO and NAN provided information about the proposed reforms through numerous materials on a website maintained by COO and NAN, and through information sessions. First Nations leadership and technicians were provided many opportunities to provide their input on the reform of the FNCFS Program and share their experiences with how the child welfare system was working.
37. Throughout negotiations, COO benefited from the expertise of the NAN negotiating team and legal counsel who were also a party to negotiations. NAN’s negotiation team and legal counsel attended negotiations meetings and COO briefings and participated fully in negotiations. I believe I speak for all on the Leadership Council in saying that COO is very pleased with the working relationship COO and NAN have maintained over the course of the negotiations.
38. COO also regularly coordinated to have a Knowledge Keeper present during negotiations. They provided crucial advice and input to the COO Negotiation Team and our discussions were enriched by their thoughtful feedback and long histories of working in a variety of sectors, including child and family services.
39. Below is a description of COO’s efforts to inform and seek input from First Nations in Ontario.

*Advisory Committee*

40. Until the negotiations toward the AIP started, COO was advised by the members of the SSCU.
41. To guide COO's positions taken during the negotiations of the AIP, COO established an AIP Advisory Committee (the "Advisory Committee"). At that stage, the Advisory Committee included two technicians from regions within Ontario, the Executive Director of the Association of Native Child and Family Services Agencies of Ontario ("ANCFSAO"), and an economist contracted by COO.
42. The COO Negotiation Team included COO Social Services staff members, the COO Leadership Council Social Services Sector Portfolio Holder and Alternate, with legal support from OKT.
43. Although the Advisory Committee was struck to provide advice and guidance in the negotiation of the AIP, its function remained the same when the Parties began negotiating a Final Settlement Agreement on long-term reform of the FNCFS Program. However, after the AIP was concluded, the Advisory Committee was expanded to include technicians from all regions, usually the social services directors of the various PTOs and independent First Nations. Some members of the Advisory Committee also invited their own legal counsel. Often there were guests including Chiefs or Councillors or FNCFS Agency Directors. A copy of the draft Advisory Committee Terms of Reference is attached as **Exhibit "S"**. I include the draft because I was unable to find the final version.
44. In the years since the conclusion of the AIP, the Advisory Committee came to be known as the "Final Settlement Agreement Advisory Committee" or the "FSA Advisory Committee" and the committee members continued to meet to provide insight and advice, review proposals, and report back to their Chiefs and technicians up until the draft Ontario Final Agreement was reached.
45. The Advisory Committee's guiding principles, as set out in its draft Terms of Reference include:
  - a. Prioritizing community-based and community-defined prevention as a principle and service delivery model in all advice, discussions, and recommendations;

- b. Uplifting the principle of inherent right of self-determination for First Nations in Ontario;
  - c. Supporting the principle of accountable relationships, including First Nation communities and leadership(s) served with respect to new policies, programs and services, and funding that may be established; and
  - d. Considering the best available evidence including qualitative, quantitative, and experiential information and/or data in recommendations to Leadership.
46. The Advisory Committee's mandate as set out in the Terms of Reference includes the following member duties:
- a. Meeting on a weekly basis to receive Negotiation Team updates and upcoming agendas;
  - b. Based on bi-weekly updates from the Negotiation Team, collecting information from their respective leadership and community technicians on upcoming discussion topics to advise the Negotiation Team;
  - c. Reviewing and discussing the upcoming week's negotiation agenda and providing policy priorities, regional preferences, and raising implementation issues;
  - d. Attending all Committee meetings where feasible; and
  - e. Reporting to respective leadership regarding the progress of the Committee.
47. The Advisory Committee membership as set out in the Terms of Reference is composed of representatives from the following organizations:
- a. COO Social Services Portfolio Holder
  - b. Grand Council Treaty No. 3
  - c. NAN
  - d. AIAI
  - e. Anishinabek Nation
  - f. Independent First Nations
  - g. Six Nations of the Grand River
  - h. Mohawk Council of Akwesasne
  - i. Mushkegowuk Tribal Council

j. COO Staff

k. ANCFSAO

48. The Advisory Committee, guests, and legal counsel signed the same confidentiality agreement as the negotiation teams and COO staff. I also signed the confidentiality agreement. The confidentiality agreement permitted signatories to share information about the negotiation of the AIP, the draft national Final Agreement, and the Ontario Final Agreement with leadership and technicians at a level of detail sufficient to permit providing information and obtaining direction on proposals.
49. It is my understanding that Advisory Committee members returned to the leadership and/or technicians within their regions to seek advice and input on the agreement as it was being negotiated, including on various proposals.
50. The Advisory Committee met weekly or bi-weekly as required, and routinely received detailed information about proposals, the financial and/or governance implications of proposals, and discussed it among themselves to come to consensus on positions and options. When consensus was not able to be reached, the Committee would vote or COO Social Services Sector staff would select a position to advance that was consistent with the overall goals of the Chiefs and Advisory Committee.
51. There were several multi-day meetings where the Advisory Committee met in person to review and provide input on the draft national Final Agreement. In my view, the Advisory Committee had a crucial role in shaping the draft national Final Agreement.
52. I am not providing copies of the detailed briefing notes, agendas or minutes of the Advisory Committee's meetings as attachments to my affidavit, as they contain settlement privileged and/or solicitor-client privileged information.
53. Between June 2016 and February 2025, the COO Negotiation Team met with the Advisory Committee, or its predecessor the SSCU, to brief and get input and direction from their perspectives. I am informed by Maggie Wentz and believe that she examined her Outlook calendars and docketing records and created a list of such events, which is included as **Appendix "A"** to my affidavit. Maggie Wentz informed me, and I believe, that while the list may not be comprehensive, it is a record of many of the meetings that took place across



this period. I was often in attendance at these meetings. If I could not attend, I was briefed by the AIAI Representative Member, Sydney Lockwood and/or Finn Simard.

54. I am informed by Maggie Wentz, and believe, that the role and composition of the Advisory Committee was shared with the Chiefs-in-Assembly at all or most presentations by the COO Negotiation Team at Chiefs Assemblies and Leadership Council, and was shared at most if not all presentations regarding the negotiations to technicians and leadership, which occurred along the way.

***COO Negotiation Team Briefings***

55. I am advised by Maggie Wentz and believe that between June 2016 and February 2025, Maggie Wentz and/or her team at OKT, along with the COO Negotiation Team, have attended all Chiefs Assemblies since the commencement of AIP Negotiations to provide *in camera* briefings to the Chiefs-in-Assembly about the status of negotiations and implementation of the interim orders. I was present at all, or almost all, of these Assemblies. At each, there was always a presentation and ample opportunity for Chiefs to ask questions and provide comments on the content of the presentation and briefing. There have also been other briefings to Chiefs arranged by COO that were not Chiefs Assemblies, either as standalone meetings or as part of the Ontario caucus at an AFN Assembly. I was often in attendance at these meetings. If I could not attend, I was briefed by the AIAI Representative Member, Sydney Lockwood and/or Finn Simard. I am informed by Maggie Wentz and believe that she examined her Outlook calendars and docketing records and created a list of such events where she and/or her team at OKT attended, which is included as **Appendix “B”** to my affidavit. Maggie Wentz informed me, and I believe, that while the list may not be comprehensive, it is a record of many of the meetings and Assemblies that took place across this period.
56. Through my own personal experience and as informed by Maggie Wentz, the members of COO’s Negotiation Team routinely briefed Leadership Council, who brought advice and guidance from their regions to the COO Negotiation Team. I regularly attended those meetings. Through the period of negotiations, the COO Negotiation Team attended all or almost all Leadership Council meetings.

57. Through my own personal experience and as informed by Maggie Wente, the members of COO's Negotiation Team at times also briefed the Chiefs Committee on Social Services who brought advice and guidance from their regions to the COO Negotiation Team. I usually attended those meetings.
58. I am informed by Maggie Wente and believe that members of COO's Negotiation Team and legal counsel were often invited to speak at PTO's assemblies, Band Representative conferences, child and family well-being conferences and technical meetings, and leadership meetings. I am informed by Maggie Wente that the COO Negotiation Team and/or legal counsel attended each of such events to which they were invited.
59. I am informed by Maggie Wente and believe that over the last nine years, members of COO's Negotiation Team and legal counsel were routinely invited to speak at PTO assemblies, Band Representative conferences, child and family well-being conferences and technical meetings, and leadership meetings, and that they attended all of the meetings and conferences to which they were invited.
60. As Grand Chief of AIAI, I was often present at the COO Leadership Council meetings. If I could not attend, I received updates by reviewing the meeting Minutes or from the COO Negotiation Team.

***Post-Majority Support Services and Capital and CFS Capital Conference***

61. On November 7-8, 2023, COO Social Services Sector hosted a Post-Majority Support Services and Child & Family Services Capital Conference. The purpose of the conference was to provide a learning and sharing opportunity for all participants with a focus on success stories and best practices. The conference included technical sessions regarding the CHRT proceedings. All materials from the conference are publicly available at the following link: <https://www.chiefsmeeting.com/socialconference>.

***Informal opportunities to hear from First Nations' communities and leadership***

62. COO made it a priority to hear from and update First Nations' communities, leadership, and technicians in Ontario on long-term reform of the FNCFS Program. I am informed by Maggie Wente, and believe that COO staff and/or counsel attended at individual First Nations, tribal councils, or PTOs when invited and available, to present on the CHRT proceedings and negotiations. This included presenting on the AIP and the distribution of

funding flowing from the AIP, attending and presenting at First Nations Representative conferences, presenting on the draft national Final Agreement, and presenting and advising on funding allocations.

#### **EVENTS LEADING UP TO THE ONTARIO FINAL AGREEMENT**

63. On December 31, 2021, COO, the AFN, the Caring Society, NAN, and Canada (the “Parties”) signed and executed the AIP. A true copy of Indigenous Services Canada’s Executive Summary of the AIP is attached as **Exhibit “T”**, which I obtained online at the following link: <https://www.sac-isc.gc.ca/eng/1644518166138/1644518227229>.
64. I am advised by Maggie Wentze, that she has examined her past OKT Microsoft Outlook calendars and that the negotiation of the AIP took place approximately four days a week from early November 2021 until late December 2021.
65. As outlined in the Executive Summary, Canada agreed in the AIP to dedicate \$19.807 billion over a five-year period for the FNCFS Program, major capital relating to the FNCFS Program, and Jordan’s Principle.
66. It is my understanding that the AIP provided the framework for the negotiations on long-term reform of the FNCFS Program and Jordan’s Principle. The AIP committed the Parties to reforming the FNCFS Program by March 31, 2023.
67. Shortly after the AIP was signed, the Parties began negotiating a Final Settlement Agreement. I was actively involved in the negotiations as the Social Services Sector portfolio holder, as was the now Ontario Regional Chief Abram Benedict.
68. I was informed and updated by the COO Negotiation Team that negotiations stalled in January and February 2023 when the Caring Society and the AFN advised the other Parties that an agreement could not be reached by the previously agreed upon deadline of March 31, 2023.
69. I was informed by the COO Negotiation Team that the AFN and Caring Society had collaborated on and presented to the other Parties a document called the “Path Forward” which was intended to guide future work on the reform of the FNCFS Program and Jordan’s Principle.

70. On or around October 24, 2023, I was informed by the COO Negotiation Team that Canada announced to the Parties that Canada had received a mandate to continue long-term reform negotiations based on the Path Forward.
71. After Canada announced its new mandate, the Parties resumed negotiations towards a draft Final Agreement on long-term reform of the FNCFS Program. I remained actively involved in the negotiations in my role as Social Services Sector portfolio holder. If I was not present at negotiations, I was regularly briefed by the COO Negotiation Team and asked to provide guidance and instructions.
72. The Advisory Committee was also routinely briefed and asked to provide information and advice to formulate COO's negotiation positions.
73. The Caring Society's position in the negotiations changed over time. On December 8, 2023, the Caring Society formally withdrew from the AIP negotiations. On December 12, 2023, the Caring Society filed a non-compliance motion with the Tribunal regarding Jordan's Principle. COO, AFN, NAN, and Canada continued to advise the Caring Society that they were welcome to participate in negotiations. I was advised by Maggie Wente, that the Caring Society and the other Parties to the AIP were unable to agree on some key matters relating to the conduct of the negotiations that differed from the terms of the AIP. For instance, as affirmed in the March 15, 2024 affidavit of Craig Gideon at paragraph 39, filed with the Tribunal in response to the Caring Society's non-compliance motion related to Jordan's Principle dated December 12, 2023, the Caring Society stated it would not be bound by the AIP terms or the Joint Path Forward and ceased its participation in the negotiations table. We continued to provide the Caring Society with the negotiation meeting agendas, but they did not regularly attend the negotiation meetings. I was advised by Maggie Wente, that on February 13, 2024, counsel for the Caring Society sent a letter to all Parties' counsel formally confirming that it was withdrawing from negotiations. A copy of the Caring Society's February 13, 2024 letter to counsel is attached as **Exhibit "U"**.
74. The remaining Parties—AFN, COO, NAN, and Canada—continued in their negotiations towards a Final Settlement Agreement.

75. The negotiation of the draft Final Agreement took place intensively, and usually four days a week in person, from January to May. In May and June, the Parties continued to meet online, and in person, on a less frequent basis.
76. On July 11, 2024, I was present when the AFN, COO, NAN, and Canada finalized the last details of the agreement during the AFN Annual General Assembly. We then collectively announced that we had signed a draft national Final Agreement. A copy of the draft national Final Agreement is attached as **Exhibit “V”**.
77. Canada committed \$47.8 billion for national reforms to the FNCFS Program over 10 fiscal years in the draft national Final Agreement.
78. In the months following the signing of the draft national Final Agreement, COO organized information sessions which were delivered by COO staff and COO’s counsel. COO-organized information sessions occurred as follows:
- August 16, 2024
  - August 23, 2024
  - August 30, 2024
  - September 6, 2024
  - September 10, 2024
  - September 23, 2024
  - October 4, 2024.
79. The information sessions featured a slide deck presentation and time for questions from the attendees was given in all cases.
80. In addition to the COO-delivered online information sessions, I am informed by Maggie Wente, and believe that COO staff and/or counsel attended at individual First Nations, tribal councils, or PTOs when invited and available, to present on the draft national Final Agreement.
81. In the weeks leading up to the finalization of the draft national agreement, and shortly thereafter, COO also organized PTO specific information sessions which were delivered

by COO counsel. COO staff attended when they were available. These sessions occurred as follows:

- May 23, 2024: COO Presentation to Independent First Nations
- June 5, 2024: COO Presentation to AIAI
- August 12, 2024: COO Presentation to AIAI
- August 23, 2024: COO Presentation to AIAI
- August 27, 2024: COO Presentation to Anishinabek Nation
- September 11, 2024: COO Presentation to Mushkegowuk Chiefs
- September 18, 2024: COO Presentation to Independent First Nations.

82. COO and NAN also collaborated on a website to provide a copy of the draft national Final Agreement, information fact sheets, FAQs, and briefings to Chiefs, technicians, and community members. The website and all the materials were posted online at [FNCFSreform.ca](https://www.fncfsreform.ca), which COO and NAN shared on their social media channels, including Facebook, Instagram, X and YouTube.

- a. A copy of the “Final Agreement on the Long-Term Reform of the First Nations Child and Family Services Program – Executive Summary” booklet is attached as **Exhibit “W”**;
- b. A copy of the fact sheet outlining Frequently Asked Questions about the draft national Final Agreement is attached as **Exhibit “X”**;
- c. A copy of the information session presentation slides on “Funding under the Final Agreement on Long-Term Reform of the FNCFS Program” is attached as **Exhibit “Y”**.

83. I am advised by Finn Simard, and believe, that he ensured that all COO Chiefs were sent information about the website and the information sessions by email.

84. I personally also participated in information sessions that were meant to inform leadership and technicians about the contents of the draft national Final Agreement on August 16, 23 and 30, 2024, September 6, 10 and 23, 2024 and October 4, 2024. In my observation, there were a variety of viewpoints expressed about the merits of the draft national Final Agreement and many people challenged the draft national Final Agreement.

85. The AFN also delivered a series of information sessions in person and online. I am informed by Maggie Wentz and believe that COO legal counsel at times presented at those sessions on August 22, 2024 and September 5, 2024 and that there was participation from leadership and technicians from Ontario.
86. During the time between July 11, 2024 and the AFN ratification votes, community members, Chiefs, technicians, and other leaders were also able to review information posted by and attend presentations delivered by the Caring Society and the Our Children Our Way Society, both of whom opposed the draft national Final Agreement. During this time, representatives from the Caring Society also provided their views on the draft national Final Agreement on podcasts or in news articles. Although I did not personally attend each presentation, an example can be found at this website: <https://ourchildrenourway.ca/we-can-do-better-webinar-draft-fsa-speakers-presentations-resources-qas-video/>. A series of materials produced by the Caring Society regarding the draft national Final Agreement can be found here: <https://fncaringsociety.com/fncfs-resources>. A podcast where Dr. Cindy Blackstock appeared to discuss her views on the draft national Final Agreement is here: <https://www.youtube.com/watch?v=NtlX6Cv2unc>.
87. In my view, during this time there was no shortage of public debate and public information on various parties' views of the merits of the draft national Final Agreement. The opposition to the draft national Final Agreement was well-known and communicated.
88. On September 3, 2024, I received an email from the Caring Society attaching a letter addressed to Leadership regarding the Caring Society's proposed amendments to the draft national Final Agreement, and a document outlining the proposed amendments. I shared the Caring Society's proposed amendments to the draft national Final Agreement with the COO Negotiation team, who reviewed and considered them. A copy of the Caring Society's letter and the document outlining the proposed amendments is attached as **Exhibit "Z"**.
89. I am informed by Finn Simard and believe that he personally emailed each Chief in Ontario an individualized funding profile of the funding expected if the draft national Final Agreement was ratified and eventually implemented. A copy of the template of the funding profile is attached as **Exhibit "AA"**.

90. COO also provided the Advisory Committee members with regional funding profiles containing the funding profiles for each First Nation and FNCFS Agency in their region.
91. On October 9 and 10, 2024, I was present when the NAN Chiefs-in-Assembly and Ontario Chiefs-in-Assembly ratified the draft national Final Agreement at their respective Special Chiefs Assemblies. A copy of the COO Resolution 24/24S calling for the ratification of the draft national agreement is attached as **Exhibit “BB”**. Again, COO’s Negotiation Team provided information about the draft national Final Agreement and fielded questions about it at the COO Special Chiefs Assembly. The Ontario Chiefs-in-Assembly debated the merits of the draft national Final Agreement before the vote.
92. On October 17, 2024, at the AFN Special Chiefs Assembly, the draft national Final Agreement was put to a vote by First Nations-in-Assembly. Leading up to the vote, there were two days of information sessions and discussion about the merits and disadvantages of the draft national Final Agreement, with presentations and speakers from First Nations, the AFN, COO, NAN, the Caring Society, child welfare technicians and FNCFS Agency staff and directors. I was in attendance virtually when the deal was put to a vote and ultimately rejected. A copy of the AFN Resolution No. 60/2024 calling for the rejection of the draft national Final Agreement and a new negotiation process for agreements related to the long-term reform of the FNCFS Program and Jordan’s Principle is attached as **Exhibit “CC”**.
93. Although this was not the result we had hoped for, I respect that Chiefs in other provinces and territories did not want to move ahead with the proposed reforms outlined in the draft national Final Agreement. Nevertheless, First Nations in Ontario remained resolute in their commitment to reforming the FNCFS Program in Ontario.
94. In November 2024, at the COO Annual General Assembly, the Ontario Chiefs-in-Assembly passed Resolution 24/28S mandating COO to pursue an Ontario-specific agreement. A copy of Resolution 24/28S is attached as **Exhibit “DD”**.
95. Guided by Resolution 24/28S, Ontario Regional Chief Abram Benedict and NAN Grand Chief Alvin Fiddler formally invited Canada to enter negotiations to achieve a reformed



FNCFS Program in Ontario. A copy of the letter sent by the Ontario Regional Chief to Canada on October 25, 2024 is attached as **Exhibit “EE”**.

96. On December 30, 2024, I was informed by Maggie Wente and believe that Canada had announced it had received a mandate to negotiate with COO and NAN towards long-term reform of the FNCFS Program in Ontario. A copy of the letter sent by the Honourable Minister Patty Hajdu and addressed to Ontario Regional Chief Abram Benedict and NAN Grand Chief Alvin Fiddler is attached as **Exhibit “FF”**.

97. In January 2025, COO, NAN, and Canada participated in intensive negotiations on long-term reform of the FNCFS Program in Ontario. Those negotiations took place usually four days a week from January 7, 2025 until January 31, 2025. COO, NAN, and Canada met regularly the week of February 3, 2025 to finalize the provisional Ontario Final Agreement.

98. The Advisory Committee met on the following dates to be briefed and provide further advice where required:

- January 13, 2025
- January 20, 2025
- January 27, 2025
- February 3, 2025
- February 10, 2025.

99. On February 10, 2024, COO, NAN, and Canada announced that a provisional Ontario Final Agreement and a provisional Trilateral Agreement had been reached. The Ontario Final Agreement provides for \$8.5 billion over nine fiscal years, for the period of April 1, 2025 to March 31, 2034.

100. After the provisional Ontario Final Agreement and Trilateral Agreement were announced, COO and NAN again arranged public information sessions on the agreements and their contents. Those information sessions occurred on February 13 and 21, 2025. During those

information sessions, there was a presentation and time for questions to be asked and answered.

101. COO and NAN published resources about the Ontario Final Agreement publicly online at [FNCFSreform.ca](https://fncfsreform.ca), including fact sheets, information session presentation slide decks, final draft versions of the Ontario Final Agreement and the Trilateral Agreement in English and French, and comparison versions outlining the differences between the draft national Final Agreement and the Ontario Final Agreement.

- a. A copy of the information session presentation slide deck on the draft Ontario Final Agreement is attached as **Exhibit “GG”**.
- b. A copy of the information session presentation slide deck on the Regional Approach to Remoteness is attached as **Exhibit “HH”**.
- c. A copy of COO’s FNCFS reform fact sheets, including a fact sheet on the Trilateral Agreement, a fact sheet for FNCFS Agencies, a fact sheet on the Ontario Final Agreement, and a fact sheet on Myths and Facts about the Ontario Final Agreement are attached together as **Exhibit “II”**.

102. COO also corresponded directly with Ontario Chiefs through email, and shared resources and information through its social media channels, including over Facebook, Instagram, X, and YouTube.

103. The COO Leadership Council also met weekly with the Team to be briefed, ask questions, and provide input during the January and February 2025 negotiations, and leading up to the ratification votes.

104. COO also held weekly confidential calls only for Leadership Council, Chiefs and their proxies during January and February 2025, on the following dates:

- January 24, 2025
- January 31, 2025
- February 7, 2025
- February 14, 2025
- February 21, 2025.

During those times, there was an opportunity for questions to be asked of the COO Negotiation Team.

105. I am informed by Finn Simard, and believe, that before the COO Special Chiefs Assembly on February 26, 2025, he personally emailed each Chief in Ontario an individualized funding profile of the funding expected under the Ontario Final Agreement. A copy of the updated template of the funding profile, as under the Ontario Final Agreement, is attached as **Exhibit “JJ”**.

106. On February 26, 2025, I was present at the COO Special Chiefs Assembly, when the Ontario Chiefs-in-Assembly ratified the Ontario Final Agreement and the Trilateral Agreement after a presentation and a question-and-answer period. The Ontario Chiefs-in-Assembly approved the Ontario Final Agreement and the Trilateral Agreement with 76 delegates voting in favour, four opposed and three abstentions out of 133 eligible First Nations. A copy of the Resolution 01/25S is attached as **Exhibit “KK”**. A copy of Resolution 25/02S, concerning the involvement of all other parties to the CHRT proceedings in this Tribunal application is attached as **Exhibit “LL”**.

107. Some common themes that COO heard during its discussions with leadership and technicians were: community-based prevention is a priority for First Nations, who know the families in their communities best and can help them before they come to the attention of a child welfare authority; First Nations should be in control of funding and services; the applications-based process arising from the “actuals” orders was not ideal as it was difficult to access, leaving some First Nations who lacked capacity unable to apply and receive funding; capital needs are a priority; lack of housing on-reserve is a barrier to reunification and a driver of children into care.

#### **STUDIES RELIED UPON FOR ONTARIO AGREEMENT**

108. The Ontario Agreement is evidence-based and built on the reports created by the Institute of Fiscal Studies and Democracy (“IFSD”) and the OSS.

109. I understand copies of the IFSD reports can be found in the affidavit(s) Canada will file in this motion.

*The Ontario Special Study*

110. Guided by Resolutions 25/17 (attached as **Exhibit “N”**) and 17/21 (attached as **Exhibit “O”**), COO commissioned the OSS to look at the redesign of the child welfare system for First Nations children, families, and communities in 2018. The OSS also evaluated the adequacy of the 1965 Agreement in achieving comparability of service, culturally appropriate services that account for historical disadvantage, and ensuring the best interest of the child are paramount.
111. The Technical Table on Child and Family Well-Being considered First Nations child welfare reforms in Ontario, which included representatives from the First Nations PTOs in Ontario, and the governments of Canada and Ontario.
112. The goal of the OSS was to examine the funding relationship and comparability of child welfare services for on-reserve children in Ontario and to provide options on a new First Nations family well-being policy, program delivery, and funding approach that is family-centered, community-directed, and supports better outcomes by focusing on prevention. The report was also intended to address substantive equality, align with Canada and Ontario’s commitment to achieving reconciliation with Indigenous peoples, and continue to support decolonization. The approach would respect First Nations perspectives on child well-being and support and enhance First Nations cultures, control, laws, jurisdiction, and autonomy.
113. The OSS found that First Nations child welfare in Ontario is significantly underfunded. It proposed a complete redesign of First Nations child welfare in Ontario, one built on self-determination and grounded in prevention and family restoration.
114. The four stages identified by the Report were:
  - a. First Nations engagement and preparation for program, services, and supports;
  - b. Transition: implementing programs, services and supports;
  - c. Transition: measuring community and agency readiness; and
  - d. Steady state.

115. The OSS identified approaches to prevent children coming into care with an emphasis on prevention for FNCFS. It evaluated and offered options for the current funding approach for the child and family services component of the 1965 Agreement, and examined and offered options for revisiting the 1965 Agreement. The OSS is also informed by the work of NAN, who examined and developed a “remoteness coefficient” that can be applied to child and family services to ensure the standard of service found in non-remote areas would be available in remote and northern communities.

116. The OSS made recommendations in the areas of:

- a. First Nations Self-Determination and Inherent Jurisdiction;
- b. Language and Culture;
- c. First Nations Determinants of Well-being;
- d. Service Delivery;
- e. Equitable Supports and Capacity for Well-being;
- f. Equitable and Predictable Funding; and
- g. A New Agreement.

117. At the February 5-6, 2020 Special Chiefs Assembly, the Ontario Chiefs-in-Assembly accepted the final report of the OSS through Resolution 20/14. A copy of Resolution 20/14 is attached as **Exhibit “MM”**.

118. On February 27, 2020, COO filed the OSS and Resolution 20/14 with the CHRT. A copy of the Letter filing the materials is found at **Exhibit “NN”**.


AFFIRMED before me at Toronto, ON, in  
Ontario this 6th day of MARCH 2025.



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A Commissioner, etc.

M. Wente, Barrister  
LSO# 479705



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Name Joel Abram

**APPENDIX A:**

<b>LIST OF FSA ADVISORY COMMITTEE / SSCU MEETINGS JUNE 2016-FEB 2025</b>	
<b>Date</b>	<b>Meeting</b>
June 14, 2016	SSCU Meeting
June 27, 2016	SSCU Meeting
August 17, 2016	SSCU Meeting
November 10, 2016	SSCU Meeting
April 5, 2017	SSCU Meeting
January 10, 2018	SSCU Meeting
January 22, 2018	SSCU Meeting
June 5, 2018	SSCU Meeting
June 6, 2018	SSCU Meeting
September 10, 2018	SSCU Meeting
October 19, 2018	SSCU Meeting
April 8, 2019	SSCU Meeting
April 29, 2019	SSCU Meeting
April 30, 2019	SSCU Meeting
September 25, 2019	SSCU Meeting
December 10, 2019	SSCU Meeting
May 5, 2020	SSCU Meeting
May 20, 2020	SSCU Meeting
September 20, 2020	SSCU Meeting
November 9, 2020	SSCU Meeting
February 16, 2021	SSCU Meeting

May 25, 2021	SSCU Meeting
June 6, 2021	SSCU Meeting
September 2, 2021	SSCU Meeting
September 16, 2021	SSCU Meeting
September 27, 2021	SSCU Meeting
January 21, 2022	SSCU Meeting
February 8, 2022	FSA Advisory Committee Meeting
March 31, 2022	SSCU Meeting
May 19, 2022	FSA Advisory Committee Meeting
June 23, 2022	FSA Advisory Committee Meeting
July 7, 2022	FSA Advisory Committee Meeting
July 12, 2022	FSA Advisory Committee Meeting
July 19, 2022	FSA Advisory Committee Meeting
July 26, 2022	FSA Advisory Committee Meeting
August 2, 2022	FSA Advisory Committee Meeting
August 11, 2022	FSA Advisory Committee Meeting
August 18, 2022	FSA Advisory Committee Meeting
August 25, 2022	FSA Advisory Committee Meeting
September 20, 2022	FSA Advisory Committee Meeting
September 27, 2022	FSA Advisory Committee Meeting
October 18, 2022	FSA Advisory Committee Meeting
October 25, 2022	FSA Advisory Committee Meeting
November 8, 2022	FSA Advisory Committee Meeting
December 1, 2022	FSA Advisory Committee Meeting
December 7, 2022	FSA Advisory Committee Meeting



December 9, 2022	FSA Advisory Committee Meeting
December 13, 2022	FSA Advisory Committee Meeting
December 18, 2022	FSA Advisory Committee Meeting
January 10, 2023	FSA Advisory Committee Meeting
January 11, 2023	FSA Advisory Committee Meeting
January 24, 2023	FSA Advisory Committee Meeting
January 31, 2023	FSA Advisory Committee Meeting
February 6, 2023	FSA Advisory Committee Meeting
February 23, 2023	FSA Advisory Committee Meeting
February 28, 2023	FSA Advisory Committee Meeting
March 14, 2023	FSA Advisory Committee Meeting
March 19, 2023	FSA Advisory Committee Meeting
April 11, 2023	FSA Advisory Committee Meeting
May 2, 2023	FSA Advisory Committee Meeting
June 1, 2023	FSA Advisory Committee Meeting
June 6, 2023	FSA Advisory Committee Meeting
June 15, 2023	FSA Advisory Committee Meeting
July 4, 2023	FSA Advisory Committee Meeting
July 25, 2023	FSA Advisory Committee Meeting
August 1, 2023	FSA Advisory Committee Meeting
September 12, 2023	FSA Advisory Committee Meeting
September 26, 2023	FSA Advisory Committee Meeting
October 3, 2023	FSA Advisory Committee Meeting
October 10, 2023	FSA Advisory Committee Meeting
October 24, 2023	FSA Advisory Committee Meeting

November 1, 2023	FSA Advisory Committee Meeting
November 2, 2023	FSA Advisory Committee Meeting
November 6, 2023	FSA Advisory Committee Meeting
November 14, 2023	FSA Advisory Committee Meeting
November 17, 2023	FSA Advisory Committee Meeting
November 22, 2023	FSA Advisory Committee Meeting
December 12, 2023	FSA Advisory Committee Meeting
December 14, 2023	FSA Advisory Committee Meeting
December 18, 2023	FSA Advisory Committee Meeting
January 30, 2024	FSA Advisory Committee Meeting
March 5, 2024	FSA Advisory Committee Meeting
March 19, 2024	FSA Advisory Committee Meeting
March 25, 2024	FSA Advisory Committee Meeting
April 15, 2024	FSA Advisory Committee Meeting
April 22, 2024	FSA Advisory Committee Meeting
May 19, 2024	FSA Advisory Committee Meeting
May 29, 2024	CCOS, SSCU, Advisory Committee Joint Briefing
July 5, 2024	FSA Advisory Committee Meeting
August 1, 2024	FSA Advisory Committee Meeting
August 22, 2024	FSA Advisory Committee Meeting
August 29, 2024	FSA Advisory Committee Meeting
September 4, 2024	FSA Advisory Committee Meeting
September 5, 2024	FSA Advisory Committee Meeting
September 13, 2024	FSA Advisory Committee Meeting
September 15, 2024	FSA Advisory Committee Meeting

September 19, 2024	FSA Advisory Committee Meeting
October 30, 2024	FSA Advisory Committee Meeting
November 14, 2024	FSA Advisory Committee Meeting
January 13, 2025	FSA Advisory Committee Meeting
January 20, 2025	FSA Advisory Committee Meeting
January 27, 2025	FSA Advisory Committee Meeting
February 3, 2025	FSA Advisory Committee Meeting
February 10, 2025	FSA Advisory Committee Meeting

**APPENDIX B:**

<b>LIST OF CHIEFS ASSEMBLIES, MEETINGS AND BRIEFINGS JUNE 2016-FEB 2025</b>	
<b>Date</b>	<b>Meeting</b>
June 28, 2016	AOCC Meeting
August 17, 2016	Chiefs Committee on Social Meeting
October 1, 2017	AOCC Conference
January 25, 2018	National Emergency Child Welfare Meeting
January 26, 2018	National Emergency Child Welfare Meeting
June 7, 2018	Chiefs Committee on Social Meeting
June 20, 2018	Chiefs Committee on Social Meeting
August 6, 2018	Chiefs Committee on Social Meeting
November 9, 2018	COO Leadership Council Meeting
November 20, 2018	Chiefs Assembly - <i>in camera</i> presentation
April 8, 2019	Chiefs Committee on Social Meeting
April 9, 2019	COO SCA
April 10, 2019	COO SCA
May 8, 2020	COO Leadership Council Meeting
January 12, 2021	COO Leadership Council Meeting
January 15, 2021	Chiefs Committee on Social Meeting
March 16, 2021	Leadership Council Meeting
March 16, 2021	COO Leadership Council Meeting

May 5, 2021	1965 Agreement Symposium
December 8, 2021	Chiefs Assembly - <i>in camera</i> presentation
December 11, 2021	COO Leadership Council Meeting
December 14, 2021	COO Leadership Council Meeting
January 7, 2022	COO Leadership Council Meeting
February 28, 2022	Leadership Council Meeting
March 31, 2022	COO Leadership Council Meeting
April 4, 2022	COO Leadership Council Meeting
April 6, 2022	COO Leadership Council Meeting
April 21, 2022	COO Leadership Council Meeting
June 13, 2022	Chiefs Assembly - <i>in camera</i> presentation
October 12, 2022	Chiefs Committee on Social Meeting
October 13, 2022	Chiefs Committee on Social Meeting
November 16, 2022	COO Chiefs Assembly
November 17, 2022	Dialogue Session for Chiefs on Long Term Reform
December 5, 2022	Dialogue Session for Chiefs on Long Term Reform
December 6, 2022	Ontario Caucus Meeting
December 7, 2022	COO Plenary Session on Long-Term Reform
February 1, 2023	COO Leadership Council Meeting
February 28, 2023	Chiefs Committee on Social Meeting
March 1, 2023	Chiefs Committee on Social Meeting on Long-Term Reform
March 6, 2023	COO Leadership Council Meeting
March 21, 2023	COO Leadership Council Meeting
June 12, 2023	COO Assembly Dialogue Session

June 13, 2023	COO Annual Chiefs Assembly
July 11, 2023	Ontario Caucus Meeting
October 3, 2023	Ontario Regional Chief Briefing on Compensation Agreement Decision
October 8, 2023	Leadership Council Meeting
October 17, 2023	Leadership Council Meeting
November 22, 2023	COO Assembly
December 6, 2023	Chiefs Assembly Leadership Council Meeting
December 6, 2023	Chiefs Committee on Social Meeting on Long-Term Reform
January 18, 2024	COO Leadership Council Meeting
January 23, 2024	COO Leadership Council Meeting
February 27, 2024	COO Leadership Council Meeting
March 19, 2024	Chiefs Committee on Social Meeting on Long-Term Reform
April 3, 2024	COO Leadership Council Meeting
May 20, 2024	AFN, COO, NAN Leadership Meeting
May 22, 2024	COO Leadership Council Meeting
May 29, 2024	CCOS, SSCU, Advisory Committee Joint Briefing
June 10, 2024	COO Leadership Council Meeting
June 11, 2024	Chiefs Assembly - <i>in camera</i> presentation
July 9, 2024	COO Leadership Council Meeting
August 20, 2024	COO Leadership Council Meeting
September 4, 2024	COO Leadership Council Meeting
September 17, 2024	COO Leadership Council Meeting
October 9, 2024	COO Leadership Council Meeting
October 10, 2024	Special Chiefs Assembly - FNCFS Reform
October 16, 2024	COO Leadership Council Meeting

November 18, 2024	COO Leadership Council Meeting
November 19, 2024	Fall COO Chiefs Assembly - <i>in camera</i>
December 12, 2024	COO Leadership Council Meeting
January 9, 2025	Chiefs Meeting on Final Agreement update
January 13, 2025	COO Leadership Council Meeting
February 26, 2025	COO Special Chiefs Assembly

This is **Exhibit “A”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



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

This Final Agreement made on this 26<sup>th</sup> day of February, 2025.

AS BETWEEN:

**CHIEFS OF ONTARIO**

- and -

**NISHNAWBE ASKI NATION**

- and -

**ATTORNEY GENERAL OF CANADA**

**(representing the Minister of Indigenous Services Canada)**

## TABLE OF CONTENTS

PREAMBLE.....	1
PART I – PURPOSE .....	3
PART II – PRINCIPLES .....	4
PART III – DEFINITIONS .....	5
PART IV – FUNDING COMMITMENT .....	13
PART V – THE REFORMED FNCFS FUNDING APPROACH: INITIAL FUNDING PERIOD .....	16
PART VI – THE REFORMED FNCFS FUNDING APPROACH: SECOND FUNDING PERIOD .....	36
PART VII – THE REFORMED FNCFS FUNDING APPROACH: FOLLOWING THE EXPIRY OF THE TERM OF THIS FINAL AGREEMENT .....	37
PART VIII – MEASURING THE PERFORMANCE OF THE REFORMED FNCFS PROGRAM.....	38
PART IX – HOUSING FUNDING .....	39
PART X – ONTARIO FNCFS DATA SECRETARIAT.....	40
PART XI – REMOTENESS RESEARCH AND RELATED ITEMS .....	42
PART XII – FIRST NATIONS EXERCISING INHERENT JURISDICTION OVER CHILD AND FAMILY SERVICES.....	44
PART XIII – AGENCY ACCOUNTABILITY TO FIRST NATIONS IN RELATION TO THE REFORMED FNCFS PROGRAM .....	45
PART XIV – GOVERNANCE OF THE REFORMED FNCFS PROGRAM.....	50
PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS .....	54
PART XVI – SERVICE PROVIDER FUNDING ADJUSTMENT REQUESTS.....	61
PART XVII – CULTURAL HUMILITY TRAINING AND REFORM OF ISC AND SUCCESSOR DEPARTMENTS .....	63
PART XVIII – INTERIM DISPUTE RESOLUTION PROCESS.....	65
PART XIX – DISPUTE RESOLUTION PROCESS.....	66
PART XX – INFORMATION SHARING AND PRIVACY .....	84
PART XXI – ENTIRE AGREEMENT .....	84
PART XXII – CONFIDENTIALITY AND RETENTION .....	85
PART XXIII – TERMINATION OF AGREEMENT.....	85
PART XXIV – TRIBUNAL APPROVAL, FUNDING OF LEGAL COSTS, AND EFFECTIVE DATE.....	86

PART XXV – ENFORCEMENT OF FUNDING COMMITMENT .....	87
PART XXVI – SUPERSEDING TRIBUNAL’S ORDERS .....	88
PART XXVII – GENERAL PROVISIONS .....	89
PART XXVIII – APPENDICES .....	92
APPENDICES .....	95
Appendix 1: Financial Chart .....	96
Appendix 2: Performance Measurement Indicators and Outcomes Chart.....	97
Appendix 3: Program Assessment Timelines .....	100
Appendix 4: First Nations Planning Template .....	101
Appendix 5: Agency Accountability Co-Development Planning Template.....	106
Appendix 6: Reformed FNCFS Program Schedules for Contribution Funding Agreements.....	113
Appendix 7: Ontario Reform Implementation Committee Terms of Reference.....	121
Appendix 8: First Nations Child and Family Services Terms and Conditions .....	129
Appendix 9: Housing Allocation Example.....	171
Appendix 10: Remoteness Quotient Adjustment Factor Methodology .....	172
Appendix 11: Funding and Administration of Capital Commitments.....	174
Appendix 12: Modifications if the Effective Date is after March 31, 2026.....	176

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

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

Youth in Care Advisors

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

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

**PREAMBLE**

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

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

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

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

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

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

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

**AND WHEREAS** in July 2024, Canada, the Assembly of First Nations, the Chiefs of Ontario (“**COO**”) and Nishnawbe Aski Nation (“**NAN**”) reached a draft Final Agreement on Long-Term Reform of the FNCFS Program that would have instituted national reforms to the FNCFS Program;

**AND WHEREAS** the NAN Chiefs-in-Assembly ratified the draft Final Agreement on Long-Term Reform of the FNCFS Program on October 9, 2024;

**AND WHEREAS** the Ontario Chiefs-in-Assembly ratified the draft Final Agreement on Long-Term Reform of the FNCFS Program on October 10, 2024;

**AND WHEREAS** the First Nations-in-Assembly of the Assembly of First Nations rejected the draft Final Agreement on Long-Term Reform of the FNCFS Program on October 17, 2024;

**AND WHEREAS** Canada, COO and NAN subsequently agreed to negotiate an agreement to reform the FNCFS Program in Ontario;

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

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

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

**AND WHEREAS** while the reforms are formulated to be flexible to ensure that discrimination shall not recur and to address the humanitarian crisis of the overrepresentation of First Nations children in care, prevention funding is not intended to be re-allocated by FNCFS Agencies to cover costs related to protection services, except for least disruptive measures;

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

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

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

## **PART I – PURPOSE**

1. The Parties enter into this Final Agreement to reflect their agreement to long-term reform of the FNCFS Program in Ontario, which is intended to eliminate the discrimination in Ontario identified by the Tribunal in *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada*

(for the Minister of Indian and Northern Affairs Canada), 2016 CHRT 2 and all subsequent rulings by the Tribunal and to prevent its recurrence. This Final Agreement details the reforms to be made by Canada.

## **PART II – PRINCIPLES**

2. The principles guiding the Reformed FNCFS Program to be implemented by way of this Final Agreement shall include:
  - (a) the cultural safety and well-being of First Nations children, youth, young adults, and families;
  - (b) substantive equality;
  - (c) addressing the needs of First Nations children, youth, young adults, and families;
  - (d) the best interests of children;
  - (e) prioritizing keeping children in the home;
  - (f) holistic and culturally-informed programming, having regard for the current realities of distinct First Nations, including historical and contemporary disadvantage and contextual differences, including remoteness;
  - (g) recognition of Indigenous legal traditions and principles, if applicable;
  - (h) addressing the Structural Drivers that place First Nations children, youth, and families at higher risk of involvement with the child welfare system;
  - (i) respect for the inherent right of self-government, which is recognized and affirmed by section 35 of the *Constitution Act, 1982*, and which includes jurisdiction, in relation to child and family services;
  - (j) respect for the right to self-determination of Indigenous peoples, which is a right recognized and affirmed in the *United Nations Declaration on the Rights of Indigenous Peoples* (the “**Declaration**”);

- (k) that the *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c. 14 affirms the *Declaration* as a universal international human rights instrument with application in Canadian law and also provides a framework for the Government of Canada's implementation of the *Declaration*;
- (l) the rights in the *Declaration*, including the rights of children and youth, and the *United Nations Convention on the Rights of the Child*, including the right to be free from discrimination;
- (m) accountability of FNCFS Service Providers and the Government of Ontario to the First Nation governments they serve; and
- (n) guidance from First Nations-led and/or endorsed evidence.

### **PART III – DEFINITIONS**

- 3. Unless the context necessitates a different interpretation, all terms of this Final Agreement are to be interpreted as applying only in Ontario and only to First Nations and FNCFS Service Providers in Ontario.
- 4. The following definitions apply to this Final Agreement:
  - (a) “**1965 Agreement**” means *The Memorandum of Agreement Respecting Welfare Programs for Indians* entered into between Ontario and Canada, as amended.
  - (b) “**adjusted for inflation**” has the meaning as set out in paragraph 35.
  - (c) “**ADRIC Arbitration Rules**” means the Arbitration Rules of the ADR Institute of Canada in force at the time of a Notice to Arbitrate being served.
  - (d) “**Agreement-in-Principle**” means the Agreement-in-Principle on Long-Term Reform of the First Nations Child and Family Services Program and Jordan's Principle executed between the Assembly of First Nations, the First Nations Child and Family Caring Society of Canada, Canada, COO and NAN dated December 31, 2021.



- (e) **“Answer to Notice”** means, in a Dispute, a notice delivered by a respondent in a Dispute which sets out the information required by the ADRIC Arbitration Rules.
- (f) **“Appeal Tribunal”** means a panel of three Arbitrators appointed consensually or by the process set out in this Final Agreement whose role it is to adjudicate appeals from a decision of an Arbitral Tribunal.
- (g) **“Arbitral Tribunal”** means a single Arbitrator appointed consensually or by the process set out in this Final Agreement whose role it is to adjudicate a Dispute.
- (h) **“Arbitrator”** means a person selected by the Parties and appointed to the Roster of Arbitrators to serve on Arbitral Tribunals or Appeal Tribunals.
- (i) **“Baseline Funding”** means the funding component described in paragraph 18.
- (j) **“Canada”** means His Majesty the King in Right of Canada, as represented by the Minister of Indigenous Services.
- (k) **“child”** means a First Nations person who, under the *Child, Youth and Family Services Act, 2017*, SO, 2017 c. 14 or successor legislation, is under the age at which an individual ceases to be a child.
- (l) **“Claimant”** means a First Nation or an FNCFS Service Provider that commences a Claimant Dispute.
- (m) **“Claimant Dispute”** has the meaning as set out in paragraphs 199 and 200.
- (n) **“Complaint”** means the Tribunal complaint bearing file number T1340/7008.
- (o) **“COO”** means the Chiefs of Ontario.
- (p) **“Cultural Officer”** means the person who is charged with giving advice to an Arbitral Tribunal related to aspects of a Dispute Resolution Process for Claimant Disputes, with the goal of facilitating the resolution of the Claimant Dispute in a manner that is culturally appropriate, accessible, and in accordance with this Final Agreement.

- (q) “**days**” means calendar days.
- (r) “**Departmental Results Framework**” means the framework for each federal government department which tracks expected results and indicators related to departmental core responsibilities.
- (s) “**Departmental Results Report**” means the annual report that provides detail on results achieved against each federal government department’s plans, priorities, and expected results.
- (t) “**Directive on Transfer Payments**” means a directive of Canada which establishes mandatory operational requirements for the management of federal transfer payments and transfer payment programs.
- (u) “**Dispute**” means a Parties’ Dispute or a Claimant Dispute.
- (v) “**Dispute Award**” means an award rendered by an Arbitral Tribunal or an Appeal Tribunal, as the context requires.
- (w) “**Dispute Resolution Process**” means the process set out at PART XIX – DISPUTE RESOLUTION PROCESS by which Parties’ Disputes and Claimant Disputes are adjudicated.
- (x) “**Effective Date**” means the latest of the following dates should they occur:
  - (i) sixty days after the date upon which the Tribunal issues an order or orders that it is ending its remedial jurisdiction over the Complaint and all associated proceedings in Ontario save for those proceedings related to Jordan’s Principle, and that the terms of this Final Agreement supersede and replace all orders of the Tribunal related to the discrimination found by the Tribunal concerning the FNCFS Program in Ontario and the 1965 Agreement; but
  - (ii) where a judicial review application is commenced in the Federal Court seeking to overturn such order or orders and a stay of the order or orders is sought pending the determination of that review, a date thirty-one days after such stay application is denied; or

- (iii) in the event a stay is granted, a date thirty-one days after the judicial review application is dismissed.
- (y) **“Final Agreement”** means this Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario.
- (z) **“First Nation”** means a “band” as defined in subsection 2(1) of the *Indian Act*, RSC, 1985, C I-5, as amended, located in Ontario, and which is delivering services and receives funding under the Reformed FNCFS Program.
- (aa) **“First Nations Information Governance Centre”** means the national not-for-profit corporation working in the field of First Nations data sovereignty.
- (bb) **“First Nation Representatives”** (sometimes referred to as Band Representatives) are advocates for First Nations in matters relating to the delivery of services to their citizens by a child welfare agency, as further described in paragraph 25.
- (cc) **“First Nation Representative Services”** (sometimes referred to as Band Representative Services) means the services delivered by a First Nation Representative, which have been funded by the FNCFS Program in Ontario since 2018.
- (dd) **“fiscal year”** means Canada’s fiscal year, being a 12-month period beginning on April 1 of one (1) year and ending on March 31 of the following year.
- (ee) **“FNCFS”** means First Nations child and family services.
- (ff) **“FNCFS Agency”** means an agency established by and affiliated with one or more First Nations and delegated or authorized pursuant to provincial or other authorities to provide legislated child welfare services.
- (gg) **“FNCFS Funding Mechanism”** means the manner in which ISC shall provide First Nations and FNCFS Service Providers with multi-year funding, as further described in Part V (E).

- (hh) **“FNCFS Program”** means the national First Nations Child and Family Services Program, provided by the Minister of Indigenous Services as authorized by the *Department of Indigenous Services Act*, S.C. 2019, c. 29, s. 336, or any successor legislation, and which provides funding for and direction in the delivery of child and family services to support the safety and well-being of First Nations children, youth, and families ordinarily resident on a reserve, or any successor federal program or policy.
- (ii) **“FNCFS Service Provider”** means an FNCFS Agency, or an entity authorized by a First Nation to deliver services and to receive funding under the Reformed FNCFS Program. For clarity, the Government of Ontario is not an FNCFS Service Provider.
- (jj) **“Index of Remoteness”** means the Statistics Canada Index of Remoteness that quantifies a community’s remoteness according to: (1) the proximity to all population centers within a given radius that permits daily accessibility; and (2) the population size of each population center, used as a proxy of service availability.
- (kk) **“Indian Registration System”** means the system maintained by Canada that contains the list of persons registered as Indians under the *Indian Act*, RSC, 1985, C I-5, as amended.
- (ll) **“Initial Funding Period”** means the period of four (4) fiscal years, beginning on April 1, 2025 and ending on March 31, 2029.
- (mm) **“Initial Program Assessment”** means the process outlined in PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS.

**“Interim Dispute Resolution Process” means the process set out in**

- (nn) PART XVIII – INTERIM DISPUTE RESOLUTION PROCESS for the resolution of Party Disputes between the execution of this Agreement and the Effective Date.
- (oo) **“ISC”** means Indigenous Services Canada and any successor department thereto.
- (pp) **“least disruptive measures”** means measures that flow from a child maltreatment assessment or investigation and are critical to safety

planning for children and families involved with child and family services and include:

- (i) targeted actions or services that meet the threshold of risk for involvement with an FNCFS Agency. These actions or services seek to prevent separating children or youth from their families or support reunification of families, while ensuring supports are in place that mitigate the risk of child maltreatment or harm; and
  - (ii) supports to children, youth and families who have been identified by an FNCFS Agency as being at risk, and are undergoing an assessment of child maltreatment or harm.
- (qq) **“Measuring to Thrive Framework”** means the set of indicators developed by the Institute of Fiscal Studies and Democracy (“**IFSD**”) that is intended to capture child, family, and community well-being in First Nations, and introduced by the IFSD in *Funding First Nations child and family services (FNCFS): A performance budget approach to well-being* dated July 2020.
- (rr) **“NAN”** means Nishnawbe Aski Nation.
- (ss) **“NAN-Canada Remoteness Quotient Table”** means the body jointly constituted by NAN and Canada to address remoteness issues, including developing a First Nations-sighted, evidence-based, statistical method to estimate the increased costs associated with remoteness in the funding and provision of child and family services to First Nations.
- (tt) **“Non-Agency First Nation”** means a First Nation not affiliated with an FNCFS Agency.
- (uu) **“Notice to Arbitrate”** means the form used to commence a Dispute and which contains the information required by the ADRIC Arbitration Rules.
- (vv) **“Ontario FNCFS Data Secretariat”** means the entity established to support data collection and synthesis, as described further in PART X – ONTARIO FNCFS DATA SECRETARIAT.

- (ww) **“Ontario Reform Implementation Committee”** means the committee that will oversee the implementation of the Reformed FNCFS Program in Ontario, as further described in PART XIV – GOVERNANCE OF THE REFORMED FNCFS PROGRAM.
- (xx) **“Parties”** means Canada, COO, and NAN.
- (yy) **“Parties’ Dispute”** has the meaning as set out in paragraphs 196 and 197.
- (zz) **“Program Assessment(s)”** means the process outlined in PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS and includes the Initial Program Assessment and Second Program Assessment.
- (aaa) **“Program Assessment Organization”** means the organization(s) selected by COO to conduct the Program Assessments by way of requests for proposals pursuant to paragraph 141.
- (bbb) **“Program Assessment Reports”** means the reports outlined in Part XV (G).
- (ccc) **“Program Assessment Opinions”** has the meaning given to such term in paragraphs 159 and 160 and includes the “Initial Program Assessment Opinion” and the “Second Program Assessment Opinion”.
- (ddd) **“Reformed FNCFS Funding Approach”** means the multi-year funding structure in Ontario which is intended to eliminate the discrimination found by the Tribunal and prevent its recurrence, by addressing the needs of First Nations children, youth, families and communities, as further described in PART V – THE REFORMED FNCFS FUNDING APPROACH: INITIAL FUNDING PERIOD and PART VI – THE REFORMED FNCFS FUNDING APPROACH: SECOND FUNDING PERIOD.
- (eee) **“Reformed FNCFS Program”** means the FNCFS Program in Ontario on and after the implementation of the Reformed FNCFS Funding Approach.
- (fff) **“Remoteness”** means a variable factor measured on a continuum and describes the lived circumstances of First Nations communities for

whom issues of access (by road network, by ice road only, by air only, or otherwise), geography and context exacerbate challenges faced by all First Nations, including by increasing the costs associated with child and family services. Remoteness is generally associated with geographic distance from, and access to, service centres (often defined on the basis of population size and density), which affects the costs of shipping goods as well as costs related to personnel, including travel, and living costs.

- (ggg) **“Roster of Arbitrators”** means the roster of Arbitrators established and maintained by the Parties who are available to arbitrate Disputes.
- (hhh) **“RQAF”** means the Remoteness Quotient Adjustment Factor methodology, being the result of a statistical regression model, as developed at the NAN-Canada Remoteness Quotient Table, which estimates the amount of additional funding required to account for the increased costs incurred by a particular First Nation or FNCFS Service Provider due to remoteness.
- (iii) **“Second Funding Period”** means the period of five (5) fiscal years following the Initial Funding Period, beginning on April 1, 2029 and ending on March 31, 2034.
- (jjj) **“Service Provider Funding Adjustment Request”** means a request made by a First Nation or FNCFS Service Provider to ISC pursuant to paragraphs 166 and 167.
- (kkk) **“Structural Drivers”** means factors that are largely out of a caregiver’s control which contribute to the over-representation of First Nations children and youth in the child welfare system, including poverty, poor housing, racism – including systemic racism – and intergenerational trauma.
- (III) **“Systemic Review Committee”** means the subcommittee of the Ontario Reform Implementation Committee formed pursuant to paragraph 129.

(mmm) **“Technical Advisory Committee”** means the subcommittee of the Ontario Reform Implementation Committee formed pursuant to paragraph 133.

(nnn)**“Term”** means the period beginning on April 1, 2025, and ending on March 31, 2034.

(ooo)**“Terms and Conditions”** means the terms and conditions of the Reformed FNCFS Program, commonly known as the First Nations Child and Family Services Terms and Conditions.

(ppp)**“Tribunal”** means the Canadian Human Rights Tribunal.

#### **PART IV – FUNDING COMMITMENT**

5. Canada shall provide funding in the total amount of \$8.5 billion for the Reformed FNCFS Program in Ontario for a period of nine fiscal years commencing April 1, 2025, and ending March 31, 2034, and for the housing commitment set out in PART IX – HOUSING FUNDING.
6. The Parties agree that the funding under this Final Agreement is conditional on the Effective Date occurring within fiscal year 2025-2026. If the Effective Date does not occur within fiscal year 2025-2026, the provisions of this Final Agreement shall be modified as described in Appendix 12.

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

7. Of the total amount set out in paragraph 5, Canada shall provide \$3.9 billion to support the implementation of the Reformed FNCFS Program in Ontario for the Initial Funding Period and the housing commitment set out in PART IX – HOUSING FUNDING.
8. Canada shall not decrease the total funding commitment under the Reformed FNCFS Funding Approach within the Initial Funding Period, except as set out in Appendix 12.
9. The Parties agree that Canada’s obligation to fund the Reformed FNCFS Program in Ontario during the Initial Funding Period shall be limited to the



maximum amount set out in paragraph 7, except where that amount is insufficient to:

- (a) fund approved Service Provider Funding Adjustment Requests, or any Dispute Awards in relation thereto, subject to judicial review and any appeals thereof;
- (b) adjust funding for inflation and population, where such adjustment is specified in Part V(A);
- (c) fund certain activities at their actual costs, as specified in paragraphs 54(a), 54(e), 54(f) and 54(g);
- (d) fund the reasonable start-up costs of new FNCFS Agencies, as specified at paragraph 64;
- (e) fund First Nations that become eligible under the Reformed FNCFS Program; and
- (f) reimburse the Government of Ontario for child and family services expenditures under the 1965 Agreement.

10. The amount identified in paragraph 7 consists of funding to support:

- (a) the Reformed FNCFS Funding Approach in Ontario, including in the transition year of fiscal year 2025-2026;
- (b) the Ontario FNCFS Data Secretariat;
- (c) the participation of the members of the Ontario Reform Implementation Committee and of the Technical Advisory Committee;
- (d) the Ontario Remoteness Secretariat;
- (e) the NAN-Canada Remoteness Quotient Table;
- (f) the establishment, operation, and administration of the Dispute Resolution Process and other costs as provided for in this Final Agreement for the Dispute Resolution Process, including, but not limited to, costs related to translation and duty counsel; and
- (g) the housing commitment set out in PART IX – HOUSING FUNDING.

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

11. For the Second Funding Period, Canada shall provide annual funding for the Reformed FNCFS Program in an amount not less than the funding provided in the fiscal year 2028-2029, subject to any upward adjustments adopted further to the Initial Program Assessment.
12. Canada agrees that additional investments over and above the funding commitment in paragraph 11 may be required in order to maintain long-term reform of the Reformed FNCFS Program as outlined in this Final Agreement, informed by measures including but not limited to the program assessment process, Service Provider Funding Adjustment Requests, and future First Nations-authorized research.

## **C. Terms Applicable to Both Funding Periods**

13. Canada shall not apply any amount identified in paragraphs 7 or 11 to its own departmental expenses of any kind, except for the departmental expenses identified in paragraphs 10(f). Departmental expenses include but are not limited to expenses for human resources, administrative costs, internal costs, or other services retained or procured by Canada not expressly provided for in this Final Agreement.
14. For greater clarity, such departmental expenses include expenses for:
  - (a) Administrative support for the Ontario Reform Implementation Committee;
  - (b) Development and implementation of the cultural humility training described under PART XVII – CULTURAL HUMILITY TRAINING AND REFORM OF ISC AND SUCCESSOR DEPARTMENTS;
  - (c) The contract for a Program Assessment Organization(s); and
  - (d) Legal fees of the COO and NAN claimed under paragraph 293.
15. Canada shall not reallocate any of the amounts identified in paragraphs 7 or 11 to any purposes beyond those provided for under the terms of this Final Agreement, except as provided for expressly herein.

16. ISC shall seek authority to place the funding committed for the Initial Funding Period and Second Funding Period in one or more special purpose allotments. Each fiscal year, ISC may seek authority to have any such funding that remains unexpended by ISC at the end of the fiscal year carried forward into the following fiscal year, subject to Parliamentary appropriation. For greater clarity, ISC may seek to have any funding for any initiative that remains unexpended at the end of the Initial Funding Period to be carried forward into the Second Funding Period.

## **PART V – THE REFORMED FNCFS FUNDING APPROACH: INITIAL FUNDING PERIOD**

### **A. Methodology**

17. The Reformed FNCFS Funding Approach for the Initial Funding Period beginning on April 1, 2025, and ending on March 31, 2029, shall consist of:
- (a) Baseline Funding;
  - (b) Top-up funding, defined as a percentage of Baseline Funding, for:
    - i. Information technology,
    - ii. Results,
    - iii. Emergency;
  - (c) Household supports funding;
  - (d) Prevention funding;
  - (e) First Nation Representative Services funding;
  - (f) FNCFS capital funding;
  - (g) Post-majority support services funding; and
  - (h) Remoteness adjustment funding.

#### *Baseline Funding*

18. Baseline Funding shall be the sum of:
- (a) Operations and maintenance expenditures reimbursed to the Government of Ontario by Canada under the 1965 Agreement for the

applicable fiscal year, funding for which expenditures is provided to FNCFS Agencies by the Government of Ontario; and

- (b) An additional amount provided directly to FNCFS Agencies by ISC equal to:
  - (i) In fiscal year 2026-2027, actual expenditures that were funded directly by ISC and incurred by FNCFS Agencies in Ontario for intake and investigation, legal fees, and building repairs for fiscal year 2022-2023, adjusted for inflation and population growth between March 31, 2023 and March 31, 2026;
  - (ii) In fiscal years subsequent to fiscal year 2026-2027, the amount in (i) upwardly adjusted for inflation and population growth, and not reduced.

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

- 19. Funding for information technology shall be equal to 6% of annual Baseline Funding. This funding shall support information technology needs related to the implementation of the Reformed FNCFS Program. This funding shall be upwardly adjusted in the manner set out in paragraph 33 and Appendix 10 to account for the increased costs of delivering services in remote communities.
- 20. Funding for results shall be equal to 5% of annual Baseline Funding. This funding shall support the implementation of the performance measurement framework and related indicators as outlined in paragraph 78 and Appendix 2 and in paragraph 113, most notably for capturing and reporting data related to First Nations well-being. This funding shall be upwardly adjusted in the manner set out in paragraph 33 and Appendix 10 to account for the increased costs of delivering services in remote communities.
- 21. Funding for emergency shall be equal to 2% of annual Baseline Funding. This funding shall support responses to unanticipated circumstances affecting or related to the provision of the Reformed FNCFS Program. This funding shall be upwardly adjusted in the manner set out in paragraph 33 and Appendix 10 to account for the increased costs of delivering services in remote communities.

### *Household Supports Funding*

22. Funding for household supports shall be \$5.3 million in fiscal year 2025-2026, subject to paragraph 54(c). In subsequent years, funding for household supports shall be \$5.3 million, adjusted for inflation. This funding shall support First Nations in meeting the basic needs of families, particularly those needs that, if left unmet, could lead to children being placed in care. This funding shall be upwardly adjusted in the manner set out in paragraph 33 and Appendix 10 to account for the increased costs of delivering services in remote communities.

### *Prevention Funding*

23. Total funding for prevention services in fiscal year 2025-2026 shall be calculated by multiplying the amount of \$2,655.62 by the total population of all First Nations in Ontario eligible to receive funding under the Reformed FNCFS Program, according to the approach for determining population as set out in paragraph 36, plus the amount necessary to provide to each First Nation a minimum of \$75,000. These amounts shall be adjusted for inflation in subsequent years. This funding shall be upwardly adjusted in the manner set out in paragraph 33 and Appendix 10 to account for the increased costs of delivering services in remote communities, subject to the transition provisions for fiscal year 2025-2026 set out in paragraph 54(h).
24. The prevention funding attributable to an individual First Nation shall be calculated by multiplying its population as set out in paragraph 36 by the per capita amount for the applicable fiscal year.

### *First Nation Representative Services Funding*

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

- (a) support the cultural needs of First Nations children, youth, and families;
  - (b) support connecting First Nations children, youth, and families with the lands, languages, cultures, practices, customs, traditions, ceremonies and knowledge of their First Nation and helping families access supports;
  - (c) support repatriation of children to their communities; and
  - (d) ensure that the rights of First Nations children and youth and the rights of First Nations are respected in the child and family services system.
26. In fiscal year 2026-2027, ISC shall provide funding such that each First Nation is funded for First Nation Representative Services at its highest annual amount of First Nation Representative Services funding received over five fiscal years, from fiscal year 2019-2020 to fiscal year 2023-2024, adjusted for inflation and population growth between March 31 of the applicable fiscal year and March 31, 2026. In subsequent years of the Initial Funding Period, ISC shall provide funding for First Nation Representative Services to each First Nation in Ontario equal to funding in the preceding year, adjusted for inflation and population growth. This funding shall be upwardly adjusted in the manner set out in paragraph 33 and Appendix 10 to account for the increased costs of delivering services in remote communities.

#### *FNCFS Capital Funding*

27. In the Initial Funding Period, ISC shall provide up to \$264.1 million to First Nations and FNCFS Service Providers in Ontario for capital assets that support the delivery of the Reformed FNCFS Program's funded services and activities. ISC shall make such funding available to support needs assessments and feasibility studies, the purchase and construction of capital assets, the repair and renovation of existing buildings, and the lifecycle costs of owned assets.

### *Post-Majority Support Services Funding*

28. In the Initial Funding Period, ISC shall provide \$134.8 million for post-majority support services to support First Nations youth aging out of care and young adults formerly in care in the transition to adulthood and independence.
29. Eligible recipients of these services are First Nations youth aging out of care and young adults formerly in care who:
  - (a) were ordinarily resident on reserve in Ontario at the time they were taken into care, regardless of where they were placed in care;
  - (b) are now ordinarily resident on reserve in Ontario; or
  - (c) are taking active steps to reside on reserve in Ontario.
30. Recipients are eligible up to their 26th birthday or to the applicable age if defined in the *Child, Youth and Family Services Act, 2017*, SO, 2017 c. 14 or successor legislation, whichever is greater.
31. Canada shall not:
  - (a) require First Nations to confirm that an eligible youth or young adult has sought funding or support from other sources before providing post-majority support services to the youth or young adult; or
  - (b) prohibit First Nations from providing funding or support to an eligible youth or young adult in relation to a particular activity because that youth or young adult is receiving other funding or support in relation to that activity, provided that the sum of the funding provided by the First Nation and the other funding or support is no more than 100% of the activity's total cost.
32. The amount in paragraph 28 includes an amount for inflation and shall not be further adjusted for inflation. However, starting on the Effective Date, this amount shall be upwardly adjusted in the manner set out in paragraph 33 and Appendix 10 to account for the increased costs of delivering services in remote communities.

### *Remoteness Adjustment Funding*

33. Where a First Nation's 2021 Index of Remoteness score is 0.40 or greater, ISC shall upwardly adjust the funding of the First Nation and/or its affiliated FNCFS Agency for those components of the Reformed FNCFS Funding Approach that are to be adjusted for remoteness. ISC shall use the RQAF to make that adjustment. The calculation for the adjustment is detailed in Appendix 10.

### *Insurance Premiums for First Nations and FNCFS Service Providers*

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

### *Inflation*

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

### *Population*

36. For the components of the Reformed FNCFS Funding Approach which under this Final Agreement are to be adjusted for population or to be calculated on a per capita basis, the population of a First Nation shall be the First Nation's population on-reserve or on Crown land and shall be drawn from the Indian Registration System, as of September 30 of the fiscal year preceding the fiscal year in respect to which the population adjustment will apply.
37. Where a component of the Reformed FNCFS Funding Approach is to be adjusted for population but is not calculated on a per capita basis, funding shall be adjusted annually by an amount proportional to the previous fiscal year's change in the First Nation's or the FNCFS Agency's population. For



clarity, the previous fiscal year's change in population will be measured over a one-year period to September 30 of the fiscal year preceding the fiscal year in respect to which the population adjustment will apply.

38. For the purpose of an FNCFS Agency, population shall be the sum of the populations of the First Nations in Ontario to which it is affiliated.
39. Where the total population for the entire Reformed FNCFS Program in Ontario is to be determined, the population shall be the sum of the populations of the First Nations in Ontario eligible to receive funding under the Reformed FNCFS Program.
40. The approach to calculating population described herein may vary where a First Nation has a self-government agreement or a modern treaty.

## **B. Allocation**

41. ISC shall allocate funding under the Reformed FNCFS Funding Approach between First Nations and FNCFS Agencies in a manner that respects the inherent and constitutional rights of First Nations in relation to child and family services.
42. The Parties intend the allocations set out in this section to encourage collaboration between First Nations and FNCFS Agencies, recognizing that child and family services is a space in which both First Nations and FNCFS Agencies are active and to which each brings unique strengths. Funding shall be provided with a view to First Nations and FNCFS Agencies working together to promote the holistic well-being of children and families.
43. Allocations to First Nations may be used to support First Nations in developing and delivering programs and services to children, youth, and families, in accordance with the terms of this Final Agreement.
44. Under the Reformed FNCFS Funding Approach, ISC shall provide funding to First Nations and FNCFS Agencies in accordance with the following:
  - (a) Baseline funding: FNCFS Agencies will receive Baseline Funding pursuant to paragraph 18(b). Notwithstanding paragraphs 18(b)(i) and 18(b)(ii), an FNCFS Agency's Baseline Funding may be reduced where

a First Nation has chosen to transition away from its affiliated FNCFS Agency further to paragraph 63.

Subject to possible reforms to the 1965 Agreement following the work outlined in Part V (G), the Government of Ontario will receive Baseline Funding pursuant to paragraph 18(a).

(b) Top-up funding:

- (i) ISC shall allocate all information technology funding to First Nations.
- (ii) ISC shall allocate all results funding to First Nations.
- (iii) ISC shall allocate 50% of the emergency funding to First Nations and 50% to FNCFS Agencies.
- (iv) For First Nations that are affiliated with an FNCFS Agency, ISC shall determine information technology, results, and emergency funding in fiscal year 2025-2026 as follows:
  - a. For each FNCFS Agency, estimate the share of its operations and maintenance funding provided by the Government of Ontario for fiscal year 2025-2026 that ISC will reimburse to the Government of Ontario under the 1965 Agreement;
  - b. Add to (a) the actuals funding for intake and investigations, legal fees, and building repairs that the FNCFS Agency received directly from ISC in fiscal year 2022-2023, adjusted for inflation and population growth between March 31, 2023 and March 31, 2026;
  - c. Applying the percentages in paragraphs 19, 20 and 21 to (b), determine the funding for information technology, results, and emergency associated with the FNCFS Agency; and
  - d. On a population-weighted basis, divide all of the information technology and results funding and 50% of the emergency funding in (c) among the First Nations affiliated with the

FNCFS Agency, and allocate the remaining 50% of the emergency funding to the FNCFS Agency.

- (v) In subsequent years, the information technology, results, and emergency funding of First Nations affiliated with an FNCFS Agency and the emergency funding of FNCFS Agencies shall be upwardly adjusted for inflation and population growth, and where applicable, remoteness, and shall not be reduced.
- (vi) For Non-Agency First Nations, ISC shall determine the information technology, results, and emergency funding in fiscal year 2025-2026 as follows:
  - a. Identify total operations and maintenance funding provided by the Government of Ontario for fiscal year 2025-2026 to child and family services agencies in Ontario that are not FNCFS Agencies, and estimate the share of that funding that ISC will reimburse to the Government of Ontario under the 1965 Agreement;
  - b. Applying the percentages in paragraphs 19, 20 and 21 to (a), determine the total funding for information technology, results, and emergency for Non-Agency First Nations in Ontario; and
  - c. Allocate (b) proportionally among Non-Agency First Nations in Ontario according to the population of those First Nations.
- (vii) In subsequent years, the information technology, results, and emergency funding of Non-Agency First Nations shall be upwardly adjusted for inflation and population growth, and where applicable, remoteness, and shall not be reduced.
- (c) Household supports funding: ISC shall allocate all funding for household supports to First Nations, calculating the amount of an individual First Nation's funding by taking the following steps:
  - (i) Multiply the individual First Nation's population, as outlined in paragraph 36, by the percentage of its population below the Low-Income Measure-After Tax (LIM-AT), such percentage

being drawn from 2021 Census data. For First Nations that are missing Census data, ISC shall impute the percentage from a nearby First Nation for whom data is available;

- (ii) Divide (i) by the total population below the LIM-AT of all First Nations in Ontario eligible to receive funding under the Reformed FNCFS Program;
- (iii) Multiply (ii) by the total annual funding for household supports.

(d) Prevention funding:

- (i) As of the Effective Date, a First Nation may give written notice directing ISC on the manner in which ISC shall allocate the prevention funding attributable to the First Nation. A First Nation may elect to receive all of the prevention funding attributable to it or may direct that any or all of its funding be directed to its affiliated FNCFS Agency.
- (ii) October 1, 2026 will be the earliest date on which ISC will implement a First Nation's direction. A First Nation's direction shall be implemented on October 1, 2026 if the Effective Date has occurred by April 1, 2026 and ISC has received a First Nation's written notice by April 1, 2026. A First Nation's direction implemented on October 1, 2026 will apply to prevention funding for the second half of fiscal year 2026-2027 and will not apply to prevention funding for the first half of that year.
- (iii) Except where it has implemented a First Nation's direction on October 1, 2026, ISC will implement such direction only on April 1st of a fiscal year. A First Nation must provide written notice to ISC advising of such a direction by the September 30 prior to the first fiscal year to which its direction is applicable. For clarity, a First Nation may give written notice only once the Effective Date has occurred. Once written notice is provided by the First Nation, the direction contained therein persists until further notice is given.

- (iv) Until and unless a First Nation provides written notice as described in (i), the approach to allocating prevention funding among First Nations and FNCFS Agencies for fiscal year 2025-2026 shall continue to apply.
- (v) For Non-Agency First Nations, the allocation of prevention funding is described in paragraph 62(a).
- (e) FNCFS capital funding:
  - (i) ISC shall administer the capital funding set out in paragraph 27 to support the delivery of the Reformed FNCFS Program's funded services and activities based on proposals for projects, as detailed in Appendix 11. First Nations and FNCFS Service Providers will be eligible to seek capital funding for projects. Such projects will be identified in a First Nation Infrastructure Investment Plan (FNIIP), an FNCFS Agency's child and community well-being plan as set out at paragraph 108, or another planning document specified by ISC.
  - (ii) ISC will assess, rank, and fund proposals based on such factors as the link between the proposed project and the Reformed FNCFS Program's funded services and activities and the availability of existing ISC-funded capital assets for use by the First Nation or FNCFS Service Provider.
  - (iii) ISC shall also administer the capital funding set out in paragraph 27 for the operation and maintenance of ISC-funded capital assets that support the delivery of the Reformed FNCFS Program's funded services and activities. ISC shall provide operation and maintenance funding for the Initial Funding Period according to a formula that considers the number of FNCFS capital assets to be maintained, the types of those assets, and differences in costs to maintain capital assets due to geographic location. ISC shall fund 100% of the operation and maintenance costs produced by the formula.

- (iv) ISC, with the advice of the Ontario Reform Implementation Committee, shall develop guidance documents to support First Nations and FNCFS Service Providers in seeking capital funding.
- (f) Post-majority support services funding:
  - (i) ISC shall allocate all funding for post-majority support services to First Nations. ISC shall calculate the amount of a specific First Nation's funding by taking the following steps:
    - a. Multiply 80% by the post-majority segment of the First Nation's population, where the First Nation's population is determined as set out in paragraph 36. The post-majority segment is the segment between the age at which a youth can voluntarily exit care and the age at which a young adult's eligibility for post-majority support services ends;
    - b. Estimate the number of individuals eligible for post-majority support services for the First Nation and in Ontario, and divide the First Nation's estimate by Ontario's estimate. The estimates are projections based on children in care data recorded in ISC's Information Management System / Data Management System;
    - c. Multiply (a) by 1 + (b);
    - d. Divide (c) by the sum of (c) for all First Nations in Ontario eligible to receive funding under the Reformed FNCFS Program;
    - e. Multiply \$75,000, adjusted for inflation, by the number of First Nations in Ontario eligible to receive funding under the Reformed FNCFS Program, and subtract that amount from the total annual funding available for post-majority support services;
    - f. Multiply (d) by the difference in (e);
    - g. Add \$75,000, adjusted for inflation, to (f).

- (ii) Canada shall provide \$3.375 million to COO over the Term of this Final Agreement to fund an initiative intended to support eligible First Nations youth and young adults in accessing information on post-majority support services.
  - (iii) ISC may seek authority to have any funding for such an initiative that remains unexpended at the end of the Initial Funding Period to be carried forward into the Second Funding Period. The Ontario Reform Implementation Committee shall consider any such funding carried forward into the Second Funding Period in its Initial Program Assessment Opinion.
- (g) First Nation Representative Services funding: ISC shall allocate all funding for First Nation Representative Services to First Nations.
- (h) Remoteness adjustment funding: ISC shall allocate remoteness adjustment funding proportionately among First Nations and FNCFS Agencies in accordance with the allocation of the funding to which the remoteness adjustment applies.

### **C. First Nations planning**

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

### **D. Discussions on sub-regional modifications**

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

## **E. FNCFS Funding Mechanism**

48. ISC shall transfer funding to First Nations and FNCFS Service Providers through the FNCFS Funding Mechanism where First Nations or FNCFS Service Providers qualify for use of the FNCFS Funding Mechanism. Where a First Nation or FNCFS Service Provider does not qualify for the FNCFS Funding Mechanism, ISC shall transfer funding through the most flexible funding mechanism available under the Directive on Transfer Payments for which it is eligible. ISC shall work with the affected First Nation or FNCFS Service Provider to assist them in qualifying for the FNCFS Funding Mechanism.
49. Any risk assessment required to ensure a First Nation or FNCFS Service Provider qualifies for the FNCFS Funding Mechanism shall be completed in a manner that reflects the principles of this Final Agreement, emphasizes the First Nation's or FNCFS Service Provider's participation, and limits administrative and procedural barriers to the First Nation or FNCFS Service Provider in transitioning to the FNCFS Funding Mechanism.
50. The FNCFS Funding Mechanism will enable First Nations and FNCFS Service Providers to re-allocate funds across components of the Reformed FNCFS Program, and to carry forward unexpended funds for use in the following fiscal year, provided that that fiscal year is within the term of the First Nation's or FNCFS Service Provider's funding agreement. If necessary to expend unexpended funds and upon the acceptance of the First Nation's or FNCFS Service Provider's unexpended funding plan, ISC shall extend the term of the First Nation's or FNCFS Service Provider's funding agreement. For those First Nations and FNCFS Service Providers with unexpended funding from fiscal year 2025-2026 or prior fiscal years, Canada shall amend their funding agreements to allow for the expenditure of unexpended funding in fiscal year 2026-2027 and future fiscal years.
51. Notwithstanding paragraph 50, FNCFS Agencies shall not be permitted to re-allocate funds from prevention funding to protection, except to fund least disruptive measures.



52. In its funding agreements with First Nations and FNCFS Service Providers, ISC shall enable the transfer of funding provided pursuant to this Final Agreement between First Nations and their affiliated FNCFS Service Providers, in a manner compliant with the Directive on Transfer Payments. Such transfers shall be for the purpose of supporting activities funded under this Final Agreement. For greater clarity, ISC's funding agreements with FNCFS Agencies shall enable FNCFS Agencies to transfer funds to First Nations for the purpose of advancing the housing objectives in paragraph 82.
53. Any transfer of funding by a First Nation or FNCFS Service Provider pursuant to paragraph 52 of this section shall be subject to such First Nation or FNCFS Service Provider notifying ISC in writing and in advance of the intended transfer.

#### **F. Transition to the Reformed FNCFS Funding Approach**

*April 1, 2025 to March 31, 2026*

54. For fiscal year 2025-2026, ISC implemented the Reformed FNCFS Funding Approach as follows:
- (a) Operations and maintenance funding:
    - (i) FNCFS Agencies continue to have access to actuals for intake and investigations, legal fees, and building repairs for fiscal year 2025-2026.
    - (ii) The deadline for the submission of all claims related to fiscal year 2025-2026 operations and maintenance expenditures is September 20, 2026.
    - (iii) Commencing on April 1, 2026, FNCFS Agencies' access to the reimbursement of their actual costs for intake and investigations, legal fees and building repairs shall cease. ISC shall instead provide Baseline Funding, calculated as set out in paragraph 18(b)(i).
  - (b) Top-up funding for information technology, results, and emergency:  
For fiscal year 2025-2026, ISC will allocate this funding following the

Effective Date. Funding will be prorated to the number of days between the Effective Date and March 31, 2026.

- (c) Household supports funding: For fiscal year 2025-2026, ISC will allocate this funding following the Effective Date. Funding will be prorated to the number of days between the Effective Date and March 31, 2026.
- (d) Prevention funding: For fiscal year 2025-2026, ISC has allocated prevention funding in accordance with an approach determined prior to the coming into effect of this Final Agreement.
- (e) First Nation Representative Services funding:
  - (i) For fiscal year 2025-2026, ISC has allocated funding for First Nation Representative Services in accordance with an approach determined prior to the coming into effect of this Final Agreement. Where a First Nation has expended 75% of First Nation Representative Services funding received for 2025-2026 and submitted a plan for expenditure of the remaining 25%, it may access funding at actual costs until March 31, 2026. The deadline for the submission of all claims related to 2025-2026 First Nation Representative Services expenditures is September 20, 2026.
  - (ii) Commencing on April 1, 2026, First Nations shall no longer have access to reimbursement of their actual costs for First Nation Representative Services. ISC shall instead provide funding for First Nation Representative Services in the manner set out in paragraph 26.
- (f) Capital funding:
  - (i) For fiscal year 2025-2026, until the Effective Date, ISC shall continue to reimburse First Nations and FNCFS Service Providers for the actual costs of capital projects that are approved by ISC under the 2021 CHRT 41 process.
  - (ii) Commencing on the Effective Date, ISC shall no longer accept funding requests under the 2021 CHRT 41 process. ISC shall

instead provide capital funding through the process described in paragraph 44(e).

- (iii) For clarity, ISC shall continue to apply the 2021 CHRT 41 approval process to capital funding requests that are received on or before the Effective Date. Requests received shall include requests that are paused or pending approval from ISC as of the Effective Date.
- (iv) For clarity, funding for requests that are approved after the Effective Date shall be provided from the amount in paragraph 27. Appendix 11 sets out additional details on which approval process will apply to a capital request or proposal and on the source of funding for an approved capital request or proposal.
- (g) Post-majority support services funding:
  - (i) For fiscal year 2025-2026, until the Effective Date, ISC shall continue to reimburse First Nations and FNCFS Service Providers for the actual costs of post-majority support services. The deadline for the submission of all claims for reimbursement of 2025-2026 post-majority support services expenditures is the Effective Date.
  - (ii) Commencing on the Effective Date, First Nations and FNCFS Service Providers shall no longer have access to reimbursement of their actual costs for post-majority support services. ISC shall instead provide funding for post-majority support services in the manner set out in paragraph 44(f). For clarity, for fiscal year 2025-2026, ISC shall provide \$28.2 million in the manner set out in paragraph 44(f), minus funding for post-majority support services provided at actual costs to First Nations in Ontario in fiscal year 2025-2026 and subject to the Effective Date having occurred in fiscal year 2025-2026. ISC shall provide individual First Nations with their allocation for fiscal year 2025-2026 minus funding provided to that First Nation at actual costs for fiscal year 2025-2026.

- (h) Remoteness adjustment funding:
- (i) For fiscal year 2025-2026, ISC has allocated remoteness adjustment funding with respect to prevention funding in accordance with the transitional approach agreed upon by the Parties prior to the coming into effect of this Final Agreement.
  - (ii) Following the Effective Date, ISC shall provide remoteness adjustment funding for fiscal year 2025-2026 with respect to results, information technology, emergency, and household supports funding in accordance with paragraph 33. Funding will be prorated to the number of days between the Effective Date and March 31, 2026.
  - (iii) ISC shall provide remoteness adjustment funding for fiscal year 2025-2026 with respect to post-majority support services funding provided after the Effective Date and in the manner set out in paragraph 44(f). For clarity, ISC shall not provide remoteness funding with respect to post-majority support services funding reimbursed at actual costs for fiscal year 2025-2026.
  - (iv) Due to the availability of reimbursement at actual costs for fiscal year 2025-2026, ISC shall not provide remoteness adjustment funding with respect to First Nations Representative Services funding for fiscal year 2025-2026.
  - (v) Commencing on April 1, 2026, ISC shall apply the remoteness adjustment to all funding components that are to be adjusted for remoteness in Part V (A).

*April 1, 2026 Onward*

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

*Support for First Nations and FNCFS Service Providers in the Transition to the Reformed FNCFS Funding Approach*

56. ISC shall support First Nations and FNCFS Service Providers in the transition to the Reformed FNCFS Funding Approach, including by informing them as soon as reasonably possible about:
- (a) the Reformed FNCFS Funding Approach and its implementation requirements, including that of a co-developed child and community well-being plan as outlined in paragraphs 108 to 110 and of a First Nations plan as outlined at paragraph 45;
  - (b) the changes to funding agreements between ISC and First Nations and FNCFS Service Providers commencing in fiscal year 2026-2027, as provided for in Appendix 6;
  - (c) new and revised external guidelines to support the implementation of the Reformed FNCFS Funding Approach, including but not limited to implementation guides and revised Terms and Conditions; and
  - (d) reporting requirements commencing in fiscal year 2026-2027.

**G. Reform of the 1965 Agreement**

57. COO, NAN, and Canada shall continue to work together on an expedited basis to pursue reform of the 1965 Agreement with the Government of Ontario, recognizing that any change to the 1965 Agreement requires the participation and consent of the Government of Ontario.
58. As the 1965 Agreement outlines federal commitments for reimbursement of eligible services in provincial program areas beyond child and family services, COO, NAN, and Canada have concluded the Trilateral Agreement in Respect of Reforming the 1965 Agreement to guide their approach to 1965 Agreement reform.
59. The application of the Reformed FNCFS Funding Approach as it applies to FNCFS Agencies may change as a result of the reformed 1965 Agreement. Any such change may require amendment to this Final Agreement pursuant to paragraph 312.

## **H. Application of the 1965 Agreement**

60. COO, NAN, and Canada do not intend for this Final Agreement to decrease any Government of Ontario funding for First Nations child and family services on reserve, including prevention. If the Government of Ontario decreases funding for First Nations child and family services, COO, NAN, and Canada shall consider the impact of that decrease as part of the next Program Assessment.
61. In the event that the funding made available by the Government of Ontario and Canada to FNCFS Agencies is limited in some way by the operation of the 1965 Agreement, that limitation shall be raised with the Government of Ontario in the discussions on 1965 Agreement reform.

## **I. Funding for Non-Agency First Nations**

62. ISC provides funding to the Government of Ontario to provide protection services for Non-Agency First Nations. With respect to the allocation of funding under the Reformed FNCFS Funding Approach to an individual Non-Agency First Nation, ISC shall:
  - (a) Provide all prevention funding attributable to the Non-Agency First Nation to that First Nation;
  - (b) Provide all emergency funding determined as outlined in paragraph 44(b)(vi) to that First Nation; and
  - (c) Allocate all other funding in the same manner as ISC will use for First Nations affiliated with an FNCFS Agency.

## **J. New FNCFS Agencies and FNCFS Agency Transitions within the Reformed FNCFS Program**

63. Upon receipt of written notice from a First Nation of its intention to transition its protection services from a child and family services agency in Ontario that is not an FNCFS Agency or from its currently affiliated FNCFS Agency to a new or existing FNCFS Agency, ISC shall fund and facilitate such a transition.
64. Where a First Nation transitions its protection services to a new FNCFS Agency, ISC's funding shall include reasonable start-up costs as determined

by ISC, following discussion amongst ISC, the First Nation, and the Government of Ontario, as applicable. ISC shall transfer funding provided directly by ISC to the First Nation's currently affiliated FNCFS Agency to the FNCFS Agency to which the First Nation has decided to transition.

65. ISC shall provide an FNCFS Agency with notice as specified in the funding agreement between Canada and the FNCFS Agency prior to changing the FNCFS Agency's funding due to a First Nation's transition away from the FNCFS Agency with respect to protection services. ISC shall meet with the First Nation and the FNCFS Agency from whom the First Nation is transitioning as soon as practical, for the purpose of considering options to minimize disruption to the FNCFS Agency's operations.

**PART VI – THE REFORMED FNCFS FUNDING APPROACH: SECOND FUNDING PERIOD**

66. ISC shall continue to administer the Reformed FNCFS Program in Ontario throughout the Second Funding Period.
67. For the Second Funding Period, ISC shall provide total annual funding for the Reformed FNCFS Program in Ontario of at least the amount of funding provided for the Reformed FNCFS Program in fiscal year 2028-2029. Following the Initial Program Assessment, the funding for the Second Funding Period may be upwardly adjusted further to the recommendations adopted by Canada or as reviewed by the Arbitral Tribunal or Appeal Tribunal further to paragraphs 205 and 206, or as otherwise subject to judicial review and any appeals thereof as set out in this Final Agreement.
68. ISC shall seek a mandate for the Second Funding Period in relation to the recommendations of the Ontario Reform Implementation Committee's Initial Program Assessment Opinion that it is prepared to recommend for adoption.
69. In addition to other eligible expenses, insurance premiums for First Nations and FNCFS Service Providers shall remain an eligible expense for funding provided under the Reformed FNCFS Program in the Second Funding Period.
70. For the purpose of the Second Funding Period, the Parties recognize the value of the First Nations census to be led by the First Nations Information

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

71. In the Second Funding Period, Canada shall provide up to \$190.9 million to First Nations and FNCFS Service Providers for capital projects to support the delivery of First Nations child and family services on-reserve in Ontario. In addition to this amount, ISC may make available for capital projects any remaining uncommitted capital funding from the Initial Funding Period, subject to Parliamentary appropriation and relevant authorities.
72. In the Second Funding Period, Canada shall provide \$193.4 million for post-majority support services to support First Nations youth aging out of care and young adults formerly in care in the transition to adulthood and independence. The amount of \$193.4 million includes an amount for inflation and shall not be further adjusted for inflation.

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

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



## **PART VIII – MEASURING THE PERFORMANCE OF THE REFORMED FNCFS PROGRAM**

77. The Parties anticipate that the Reformed FNCFS Program will result in an overall reduction of First Nations children coming into care over time. Obtaining standardized data on the efficacy of the Reformed FNCFS Program, on services provided to First Nations children under the Reformed FNCFS Program, and on the overall well-being of First Nations children, families, and communities will contribute to reporting to Parliament and Canadians on the outcomes of the Reformed FNCFS Program.
78. For the purpose of reporting to Parliament under the Reformed FNCFS Program, ISC shall analyze internal data to inform relevant immediate outcomes. ISC shall also require First Nations and FNCFS Service Providers to report on indicators directly related to their activities to advance the Reformed FNCFS Program's outcomes. ISC shall continue to work with partners to develop and improve the Reformed FNCFS Program's indicators. As a starting point, the indicators in Appendix 2 shall be used for the performance measurement of the Reformed FNCFS Program.
79. Where an FNCFS Service Provider is experiencing extraordinary circumstances beyond their control which adversely affects their ability to report under this Part, ISC shall work with the FNCFS Service Provider to develop a plan to fulfill its reporting requirements as expeditiously as possible.
80. To support monitoring related to Structural Drivers that lead children and families into contact with the child welfare system, Canada shall continue to report publicly through ISC's Departmental Results Report on indicators that are consistent with the Measuring to Thrive Framework. The areas of measurement on which Canada shall report will include rates of and/or access to:
- (a) Safe and suitable housing;
  - (b) Sufficient and safe water from source to tap;
  - (c) Family reunification;

- (d) Livable income; and
- (e) Mental health and specialized services within the community.

### **PART IX – HOUSING FUNDING**

81. In fiscal years 2023-2024 and 2024-2025, Canada provided housing funding to First Nations in Ontario for the purpose set out in paragraph 82.
82. Canada shall provide funding in the amount of \$258.4 million over fiscal years 2025-2026, 2026-2027, and 2027-2028 to First Nations in Ontario to support the purchase, construction, and renovation of housing units in First Nations for the purposes of preventing First Nations children from being taken into care and of supporting reunification where housing is a barrier.
83. To determine the amount of housing funding to which an individual First Nation is entitled over those three fiscal years, ISC shall:
  - (a) Identify the population of the First Nation on reserve as indicated in the Indian Registration System as of December 31, 2023;
  - (b) Multiply the First Nation's population identified in (a) by:
    - (i) One (1) plus the First Nation's 2021 Index of Remoteness score; and by
    - (ii) One (1) plus the percentage of the First Nation's population living in an overcrowded dwelling, drawn from Census 2021 data. For First Nations that are missing Census data, ISC shall impute the percentage living in an overcrowded dwelling from a nearby First Nation for whom data is available;
  - (c) Divide (b) by the total population of First Nations eligible for housing funding as adjusted by the factors in (b);
  - (d) Subtract \$250,000 multiplied by the total number of First Nations eligible for housing funding from \$346.1 million (the total housing funding provided by Canada to First Nations in Ontario for the purpose set out in paragraph 82 between fiscal year 2024-2025 and fiscal year 2027-2028);
  - (e) Multiply (c) by (d);

- (f) Add \$250,000 to (e); and
- (g) Subtract from (f) the housing funding received by the First Nation in fiscal year 2024-2025 for the purpose set out in paragraph 82.

For illustrative purposes, an example has been attached at Appendix 9.

- 84. Within the term of their funding agreements, ISC shall allow First Nations to carry forward unexpended housing funding in a particular fiscal year to the following fiscal year, provided that that fiscal year is within the term of the First Nation's funding agreement. If necessary to expend unexpended housing funding and upon acceptance of the First Nation's unexpended funding plan, ISC shall extend the term of a First Nation's funding agreement.
- 85. First Nations shall report to ISC on the housing funding through established data collection tools, modified to reflect the purpose of this funding. Subject to conclusion of the information-sharing agreement set out in paragraph 92, ISC shall provide that data to the Ontario FNCFS Data Secretariat.

#### **PART X – ONTARIO FNCFS DATA SECRETARIAT**

- 86. ISC shall provide funding to COO in the amount of \$13.5 million over the Term to support the Ontario FNCFS Data Secretariat.

##### *Establishment*

- 87. COO and NAN shall select or establish an organization to act as the Ontario FNCFS Data Secretariat. In the case of selection, COO and NAN shall prioritize an organization, such as the Institute for Clinical Evaluative Sciences, which has demonstrated experience in data stewardship and analysis and in partnering with First Nations and First Nations organizations in relation to data projects.
- 88. The Ontario FNCFS Data Secretariat shall be independent from Canada.
- 89. To support COO in retaining an organization to act as the Ontario FNCFS Data Secretariat, ISC shall provide administrative assistance to COO. Such assistance shall not influence the selection of the organization to act as the Ontario FNCFS Data Secretariat or the manner in which COO will oversee the work of the Ontario FNCFS Data Secretariat.

### *Function*

90. The Ontario FNCFS Data Secretariat shall be responsible for:
- (a) Establishing data-related priorities for the purposes of its data collection efforts and analysis;
  - (b) Acting as the central hub for all data activities;
  - (c) Implementing measures to facilitate its receipt of data;
  - (d) Working collaboratively with the Ontario Remoteness Secretariat;
  - (e) Synthesizing Ontario data and other relevant data to develop, support, or inform recommendations in relation to the implementation and efficacy of the Reformed FNCFS Program;
  - (f) Reporting findings, concerns, and/or recommendations to the Ontario Reform Implementation Committee in relation to the implementation and efficacy of the Reformed FNCFS Program; and
  - (g) Providing an annual written report to COO and NAN and making itself available for presentations at their assemblies when requested.

### *Data Inputs and Management*

91. The Ontario FNCFS Data Secretariat will receive data directly from FNCFS Agencies and ISC, which shall include, but is not limited to, the following:
- (a) FNCFS Agencies shall provide data collected with respect to the community wellness indicators as provided for in paragraph 113, and may share their child and community wellbeing plans as provided for in paragraph 108 upon consent of the affiliated First Nations; and
  - (b) Subject to conclusion of the information-sharing agreement as described in paragraph 92, ISC shall provide performance data received from the Government of Ontario further to the 1965 Agreement, Ontario-specific data related to the preparation of ISC's Departmental Results Report and ISC's reporting to Parliament on the indicators described at paragraph 80, and data received from First Nations and/or FNCFS Service Providers in relation to the indicators and outcomes as provided in paragraphs 78 and 85.

92. To support the mandate of the Ontario FNCFS Data Secretariat in measuring First Nations child and family well-being in a holistic way, ISC shall make best efforts to conclude an umbrella information-sharing agreement with the Ontario FNCFS Data Secretariat in order to facilitate the access to and sharing of the data described in paragraph 91(b). The departmental data available to be shared would include Ontario-specific data on all the service areas identified in the ISC Departmental Results Framework. Subject to limitations outlined in paragraph 285, ISC and the Ontario FNCFS Data Secretariat shall seek to include access to individual-level data from the Indian Registration System in the information-sharing agreement.

## **PART XI – REMOTENESS RESEARCH AND RELATED ITEMS**

### *Purpose*

93. The purpose of this Part is to account for remoteness issues in Ontario, including the increased costs associated with remoteness, and to establish or continue processes for ISC to engage with representatives of remote First Nations in Ontario for that purpose. The increased costs associated with remoteness impact remote First Nations, the FNCFS Agencies that serve them, and the children, youth, and families of remote First Nations.
94. Notwithstanding the Ontario application of this agreement, the Parties recognize that research and collaboration with remote communities as well as organizations—nationally and internationally—may be utilized by the Parties to ensure evidence-based best practices are derived to address issues of remoteness in Ontario.

### *The NAN-Canada Remoteness Quotient Table*

95. The Parties recognize the unique challenges and increased time and expense required to deliver child welfare services in remote communities. Canada and NAN shall continue the NAN-Canada Remoteness Quotient Table, where they will work collaboratively to address policy and technical issues of remoteness, including the increased costs associated with remoteness, in Ontario. Canada and NAN shall revise the Terms of Reference for the NAN-Canada Remoteness Quotient Table to reflect this Final Agreement.

96. The work of the NAN-Canada Remoteness Quotient Table will continue to be First Nations-sighted and evidence-based, and may include continuing the development of and updating the initial NAN-specific Remoteness Quotient work, the RQAF, and other NAN-specific approaches to addressing remoteness issues and accounting for the increased child and family services costs associated with remoteness that impact NAN First Nations and the FNCFS Agencies that serve them. The NAN-Canada Remoteness Quotient Table may also seek to collaborate with Statistics Canada to further develop the Index of Remoteness. It may also collaborate with organizations such as the First Nations Information Governance Centre that have expertise relevant to the modelling or measurement of program costs in NAN communities. For clarity, such work shall not involve ISC providing greater remoteness adjustment funding within the Initial Funding Period than that provided for in paragraph 33.
97. The Ontario Reform Implementation Committee shall consider input from the NAN-Canada Remoteness Quotient Table, including any modelling and research undertaken by the NAN-Canada Remoteness Quotient Table, with respect to how remoteness issues are addressed under the Reformed FNCFS Program in Ontario.

*Ontario Remoteness Secretariat*

98. The NAN-Canada Remoteness Quotient Table shall establish an Ontario Remoteness Secretariat, which will be a centre of expertise on the impacts of remoteness experienced by First Nations and FNCFS Agencies in Ontario. The incorporating documents of the Ontario Remoteness Secretariat will set out its governance structure.
99. The Ontario Remoteness Secretariat shall work collaboratively with the Ontario FNCFS Data Secretariat described in PART X – ONTARIO FNCFS DATA SECRETARIAT.
100. The Ontario Remoteness Secretariat shall be responsible for:
- (a) coordinating and supporting data collection, accumulation, analysis, and research efforts with respect to measurement, implications, and associated costs of remoteness in Ontario; and

- (b) sharing best practices and disseminating remoteness-related research and tools among First Nations and FNCFS Agencies in Ontario.
101. In this work, the Ontario Remoteness Secretariat may collaborate with agencies such as Statistics Canada, or organizations whose work includes Ontario such as the First Nations Information Governance Centre, insofar as they have expertise relevant to the costs of remoteness in Ontario.
102. The Ontario Remoteness Secretariat may inform input on remoteness issues provided by the NAN-Canada Remoteness Quotient Table to the Ontario Reform Implementation Committee.
103. If necessary, ISC shall make best efforts to negotiate an umbrella information-sharing agreement with the Ontario Remoteness Secretariat in order to facilitate the access to and sharing of ISC data related to the measurement of and adjustment of funding for remoteness in Ontario. The Ontario Remoteness Secretariat will facilitate the access to and sharing of child and family services data related to the measurement of and adjustment of funding for remoteness in Ontario with ISC and other agreed upon parties, such as Statistics Canada or the First Nations Governance Information Centre.
104. ISC shall provide \$13.5 million over the Term of this Final Agreement to support the NAN-Canada Remoteness Quotient Table and the Ontario Remoteness Secretariat, the allocation of which shall be determined at a later time.

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

105. For the purposes of this Part, the definition of First Nation in PART III – DEFINITIONS does not apply.
106. A First Nation in Ontario that is funded to exercise jurisdiction in the delivery of some or all aspects of child and family services pursuant to a self-government agreement, a treaty arrangement, a coordination agreement under *An Act respecting First Nations, Inuit and Métis children, youth and*

*families*, S.C. 2019, c. 24, or some alternative federal jurisdictional and funding process (“jurisdictional agreement”) shall not be offered less funding than what its entitlement would be for services funded under the Reformed FNCFS Funding Approach and covered by such jurisdictional agreement. Save for this Part, this Final Agreement shall not apply to these First Nations, except respecting services for which the First Nation continues to be funded under the Reformed FNCFS Program.

107. Where a First Nation in Ontario receives funding for services pursuant to a jurisdictional agreement, that First Nation and its affiliated FNCFS Service Providers shall not receive funding under the Reformed FNCFS Funding Approach for the services covered by the jurisdictional agreement. ISC shall transfer an amount equal to the funding that would otherwise be provided for such services out of the Reformed FNCFS Program. All funding commitments under this Final Agreement are subject to adjustment on this basis.

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

#### *Planning*

108. Accountability of FNCFS Agencies to the First Nations they serve is one of the principles of this Final Agreement. To uphold this principle, and through its funding agreements with FNCFS Agencies under the Reformed FNCFS Program, ISC shall require FNCFS Agencies to co-develop a single child and community well-being plan with its affiliated First Nation(s). The plan must be submitted no later than six months following the Effective Date, and extend until March 31, 2029, subject to annual updates, as necessary.
109. At least 90 days prior to the expiry of its child and community well-being plan, an FNCFS Agency shall submit a subsequent child and community well-being plan, co-developed with the First Nation(s) affiliated with that FNCFS Agency. Where the aforementioned deadlines are not met, ISC shall take any action available to ensure FNCFS Agency compliance.
110. A child and community well-being plan must incorporate:



- (a) planned activities and associated expenditures of the FNCFS Agency with respect to Baseline Funding, emergency funding, and prevention funding, if any, over the Initial Funding Period;
- (b) multi-year financial forecasts including unexpended funds and how they will be spent;
- (c) plans for the realization of performance targets set by its affiliated First Nations;
- (d) risk management strategies;
- (e) provisions for regular reporting by the FNCFS Agency to its affiliated First Nations, which shall include annual numbers of youth who are eligible for or will become eligible for post-majority services funding;
- (f) mechanisms to facilitate the sharing of information, to assist First Nations in the delivery of services under the Reformed FNCFS Program;
- (g) provisions that recognize and respect First Nations' delivery of First Nation Representative Services and post-majority support services;
- (h) an integrated approach to the delivery of prevention services as between the FNCFS Agency and its affiliated First Nations, which delineates their respective roles and ensures support to families and their communities in the provision of holistic wrap-around services; and
- (i) consideration for the supporting and complementary roles of the FNCFS Agency and its affiliated First Nations in the delivery of services under the Reformed FNCFS Program.

111. Through its funding agreements with FNCFS Agencies under the Reformed FNCFS Program, ISC shall require an FNCFS Agency to:

- (a) fund the co-development of its child and community well-being plans, including providing opportunities for the meaningful participation of its affiliated First Nation(s) in the co-development process; and
- (b) report to ISC and its affiliated First Nation(s) on the implementation of its child and community well-being plan(s) on an annual basis.

112. A First Nation may inform ISC of any concerns it has with its FNCFS Agency's compliance with the child and community well-being plan. ISC shall make the FNCFS Agency aware of the scope of the concerns and consider appropriate responses, which may include individual FNCFS Agency audits.

*Community-Wellness Reporting*

113. ISC's funding agreements with FNCFS Agencies under the Reformed FNCFS Program shall require FNCFS Agencies to collect data and report on indicators drawn from the Measuring to Thrive Framework. The intent of this data collection is to provide First Nations and FNCFS Agencies with a holistic vision of the people they serve and the context in which they operate to support enhanced decision-making. The indicators on which FNCFS Agencies shall collect data with respect to children placed in out-of-home care are as follows:

- (a) Knowledge of Indigenous languages;
- (b) Connection (access) to land;
- (c) Community-based activities;
- (d) Spirituality;
- (e) Family reunification;
- (f) Placement within community (kin and kith);
- (g) Stability (i.e. moves in care);
- (h) Incidence of abuse while child is in care;
- (i) Reason for entry;
- (j) Housing;
- (k) Reason for exit;
- (l) Time to exit;
- (m) Referrals to pre- and post-natal services
- (n) Referrals to medical services
- (o) Referrals to mental health services;

- (p) Referrals to substance misuse services;
  - (q) Referrals to family violence intervention services;
  - (r) Referrals to FNCFS prevention services;
  - (s) Early learning childhood education;
  - (t) Numeracy and literacy targets;
  - (u) Secondary education completion rate; and
  - (v) Post-secondary education aspirations.
114. The Ontario Reform Implementation Committee shall develop definitions of the indicators listed in paragraph 113 and determine the manner in which data to measure the indicators will be captured.
115. Through its funding agreements with FNCFS Agencies under the Reformed FNCFS Program, ISC shall require each FNCFS Agency to report annually to its affiliated First Nations and to the Ontario FNCFS Data Secretariat on the indicators provided for in paragraph 113.
116. In addition to this mandatory data collection, a First Nation may collaborate with its affiliated FNCFS Agency to collect data on additional well-being indicators to enhance its performance measurement. First Nations are encouraged to consider collecting community-level information in relation to the following indicators:
- (a) Availability of community-based services:
    - (i) pre- and post- natal services;
    - (ii) mental health services;
    - (iii) substance misuse services;
    - (iv) family violence intervention services;
    - (v) land-based activities;
    - (vi) cultural and spiritual events; and
    - (vii) FNCFS prevention services.
  - (b) Livable income and affordability:

- (i) percentage of households below Low-Income Measure-After Tax; and
  - (ii) percentage of households below the Market Basket Measure.
- (c) Education:
- (i) Availability of early childhood education;
  - (ii) Numeracy and literacy target rate (elementary/secondary);
  - (iii) Secondary school completion rate;
  - (iv) Access to post-secondary education; and
  - (v) Availability of First Nations language education.
- (d) Housing and water:
- (i) Housing in need of major repair;
  - (ii) Conditions of overcrowding; and
  - (iii) Homes with potable water from the tap.

117. First Nations may request advice and/or direction from the Ontario FNCFS Data Secretariat in relation to the collection of information on community-level indicators.

*ISC Reporting on Compliance*

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

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

## **PART XIV – GOVERNANCE OF THE REFORMED FNCFS PROGRAM**

### **A. Ontario Reform Implementation Committee**

120. The Ontario Reform Implementation Committee shall oversee and monitor the implementation of the Reformed FNCFS Program in Ontario. The Ontario Reform Implementation Committee shall conduct such oversight and monitoring in accordance with the purpose and principles of this Final Agreement. Oversight and monitoring shall consider all reviews and processes established by this Final Agreement, including the Program Assessments as described in PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS, to inform the Ontario Reform Implementation Committee’s recommendations to Canada with respect to changes to the Reformed FNCFS Program.
121. The Ontario Reform Implementation Committee can at any time make recommendations in relation to the implementation of the Reformed FNCFS Program in Ontario, except regarding discipline or removal of ISC employees or officers. The Dispute Resolution Process under this Final Agreement, as described in PART XIX – DISPUTE RESOLUTION PROCESS, shall not be available with respect to any recommendations of the Ontario Reform Implementation Committee requiring amendment to this Final Agreement or significant structural change to the Reformed FNCFS Program, except where such recommendations are made by way of the Ontario Reform Implementation Committee’s Initial Program Assessment Opinion further to the requirements of paragraph 205.
122. The Ontario Reform Implementation Committee shall receive input, recommendations, and/or observations from the Parties, the following entities listed below, and any successors or additional entities constituted and/or unanimously endorsed by the Parties:
- (a) NAN-Canada Remoteness Quotient Table;
  - (b) Ontario Remoteness Secretariat;
  - (c) Ontario FNCFS Data Secretariat;

- (d) Systemic Review Committee; and
  - (e) Technical Advisory Committee.
123. The Ontario Reform Implementation Committee shall consist of eight (8) members. With respect to the composition of the Ontario Reform Implementation Committee, each Party shall appoint one (1) member. Five (5) at-large members will be appointed by Ontario Chiefs-in-Assembly. The Parties intend for at least one (1) of the at-large members to be a youth with lived experience of out-of-home care.
124. COO shall advise the Parties of the appointments made by the Ontario Chiefs-in-Assembly. The Parties and the Ontario Chiefs-in-Assembly shall seek to confirm the appointment of their members within sixty (60) days following the Effective Date. The failure to confirm the appointment of a member within this time frame shall not impede the operation of the Ontario Reform Implementation Committee.
125. The Ontario Reform Implementation Committee shall operate in accordance with the terms of reference attached to this Final Agreement as Appendix 7, as updated by the Parties from time to time.
126. The responsibilities of the Ontario Reform Implementation Committee will include:
- (a) Overseeing and monitoring the implementation of the Reformed FNCFS Program in Ontario and making related recommendations to Canada;
  - (b) Supporting the oversight of the Program Assessment Organization and preparing the Program Assessment Opinions and executive summaries for the Parties and the public;
  - (c) Receiving reports from the Ontario FNCFS Data Secretariat, NAN-Canada Remoteness Quotient Table, the Ontario Remoteness Secretariat, ISC, the Systemic Review Committee, and the Technical Advisory Committee in relation to the implementation and efficacy of the Reformed FNCFS Program;

- (d) Receiving regular updates from the NAN-Canada Remoteness Quotient Table on research with Statistics Canada to improve measurement of the remoteness of communities connected to the main road network by ferry; and
  - (e) Publishing an annual report on the progress of the implementation of this Final Agreement to be made available to the public, which shall be provided to the Parties prior to being released to the public.
127. Canada shall pay reasonable insurance costs for members of the Ontario Reform Implementation Committee in relation to their duties on that committee, and Canada releases and holds harmless the Ontario Reform Implementation Committee and its members and counsel from any and all claims, counterclaims, suits, actions, causes of action, demands, damages, penalties, injuries, setoffs, judgments, debts, costs, expenses (including legal fees and expenses), or other liabilities of every character whatsoever by any reason relating to the negotiation and implementation of this Final Agreement, except arising out of or resulting from fraud, and this Final Agreement shall be a complete defence.
128. Canada shall provide funding in the amount of up to \$17.4 million over the Term to support the reasonable costs, including the reasonable insurance costs, of the participation of members of the Ontario Reform Implementation Committee and members of the Technical Advisory Committee. The members of the Ontario Reform Implementation Committee and of the Technical Advisory Committee shall provide reasonably detailed invoicing on a quarterly basis setting out the activities with regard to their participation. Such funding shall include, but not be limited to, funding for experts from whom the Ontario Reform Implementation Committee may decide to seek input, as well as youth engagement. This funding is fixed for the Term, subject to review following the Initial Program Assessment. ISC shall provide secretariat support for the operation of the Ontario Reform Implementation Committee over the Term.

## **B. Systemic Review Committee**

129. The Ontario Reform Implementation Committee shall establish a Systemic Review Committee as a subcommittee. The Ontario Reform Implementation Committee shall establish Terms of Reference for the Systemic Review Committee, reflecting the terms of this Part.
130. The Systemic Review Committee's function is to review and identify trends in:
- (a) Service Provider Funding Adjustment Requests received by ISC from First Nations and FNCFS Service Providers pursuant to paragraphs 166 and 167 and ISC's determinations of said requests; and
  - (b) Claimant Disputes delivered to Canada by Claimants in Ontario, Dispute Awards by the Arbitral Tribunal or Appeal Tribunal for Claimant Disputes, and appeal decisions related to Claimant Disputes of the Ontario Superior Court or other appellate courts pursuant to PART XIX – DISPUTE RESOLUTION PROCESS.
131. ISC shall provide the Systemic Review Committee with the information as set out at paragraph 130 on a quarterly basis.
132. The Systemic Review Committee shall review the information as set out at paragraph 130 and advise the Ontario Reform Implementation Committee of any trends of concern it finds and make recommendations to address and remedy any of its findings.

## **C. Technical Advisory Committee**

133. The Ontario Reform Implementation Committee shall establish a Technical Advisory Committee as a subcommittee to provide technical advice on implementation of the Reformed FNCFS Program to the Ontario Reform Implementation Committee. In addition to providing technical advice, the Technical Advisory Committee shall develop and disseminate best practice guidelines, tools, and other operational supports to First Nations and FNCFS Service Providers to support delivery of child and family services.
134. The Ontario Reform Implementation Committee shall establish Terms of Reference for the Technical Advisory Committee, reflecting the terms of this



Part, and shall appoint its membership. Appointees shall possess relevant technical expertise. No member of the Ontario Reform Implementation Committee shall serve on the Technical Advisory Committee.

135. The Technical Advisory Committee shall facilitate the participation of First Nations youth currently and formerly in care in opportunities to advise on the implementation of the Reformed FNCFS Program.

## **PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS**

### **A. Overview and Timeline**

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

### **B. Purposes and Scope of Program Assessments**

139. The purposes of the Program Assessments are:
- (a) to review, evaluate, and document in reports the extent to which the Reformed FNCFS Program in Ontario:
    - (i) achieves progress toward the elimination of discrimination and prevention of its recurrence;
    - (ii) provides funding in a sufficient amount and in a manner that is consistent with the purposes and principles of this Final Agreement;
    - (iii) is effective and advances the outcomes of the Reformed FNCFS Program through analysis of data collected on the indicators detailed in Appendix 2;

- (iv) improves the well-being and advances the best interests of First Nations children, youth, and families; and
  - (b) to provide the Ontario Reform Implementation Committee with reports to consider when formulating its recommendations for program and/or funding changes for the Reformed FNCFS Program in Ontario in its Program Assessment Opinions.
- 140. The scope of the Program Assessments shall be defined by the Ontario Reform Implementation Committee and shall be consistent with the purposes and principles of this Final Agreement and shall include review of the entire Reformed FNCFS Program in Ontario. This shall include, but will not be limited to, the Reformed FNCFS Funding Approach and any related aspects, including funding levels, funding structures, funding allocations, policies, procedures, Terms and Conditions, reporting requirements, funding agreements, and practices.

**C. Selection of the Program Assessment Organization**

- 141. COO shall initiate a request for proposals to select and retain a Program Assessment Organization to conduct each of the Program Assessments, on the advice of the Ontario Reform Implementation Committee.
- 142. Each request for proposals shall include requirements that the Program Assessment Organization observe relevant and applicable ethical standards and, to the extent reasonably possible and consistent with the terms of this Final Agreement, respect the First Nations principles of Ownership, Control, Access, and Possession® (“OCAP®”) or similar data sovereignty frameworks.
- 143. On the advice of the Ontario Reform Implementation Committee, COO shall select an organization from among the bidders that:
  - (a) has relevant qualifications and demonstrated experience to perform program evaluations;
  - (b) is independent and free of conflicts of interest; and

- (c) is capable of meeting the budget and timeline requirements.
144. COO and the Ontario Reform Implementation Committee may prefer qualified bidders that are owned by or directed by First Nations people or that propose to employ First Nations people to conduct the Program Assessments.
145. On selection of a successful bidder by COO, Canada shall provide funding to COO through a contribution agreement for the proposed contract price, provided that the price of the contract is reasonable and acceptable to Canada. COO shall then contract with the successful bidder, subject to COO's internal policies.
146. To support COO in selecting and retaining the Program Assessment Organization(s) and in translating the executive summary of the Program Assessment Report, ISC shall provide administrative assistance to COO, as agreed to by Canada and COO. Such assistance shall not influence the choice of Program Assessment Organization or the manner in which COO will oversee the work of that Organization.

#### **D. Oversight of the Program Assessments**

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

#### **E. Program Assessment Method and Information Sharing**

148. The Program Assessment Organization shall solicit and consider input from the following groups:
- (a) First Nations and FNCFS Service Providers;

- (b) the Government of Ontario;
- (c) the Parties;
- (d) the Ontario FNCFS Data Secretariat;
- (e) the NAN-Canada RQ Table and the Ontario Remoteness Secretariat;  
and
- (f) other groups identified by COO, on the advice of the Ontario Reform Implementation Committee.

149. The Program Assessment Organization may also consider:

- (a) First Nations-defined indicators of poverty, including those currently being developed by the Assembly of First Nations;
- (b) Indicators of child and family well-being identified in the draft Ontario Special Study developed by COO;
- (c) research by the Ontario Remoteness Secretariat, Statistics Canada, and others on measuring remoteness and adjusting funding for remoteness, including research on measuring the remoteness of communities connected to the main road network by ferry;
- (d) any available results of the First Nations Information Governance Centre's planned longitudinal survey on the development and well-being of First Nations children, recognizing that significant results will not likely be available until the Second Program Assessment;
- (e) the progress of the First Nations Information Governance Centre with respect to the development of the First Nations census referred to in paragraph 70 and the merit of using that census within the Second Funding Period to estimate the on-reserve population of First Nations;  
and
- (f) unexpended funds held by First Nations and FNCFS Service Providers.

150. Upon request by the Program Assessment Organization, the relevant Party or the Ontario Reform Implementation Committee shall provide the Program

Assessment Organization with timely access to all relevant data, information, reports, agreements, and other information in their possession, power, and control, as reasonably required to complete the Program Assessment.

#### **F. Urgent Circumstances During the Program Assessment Process**

151. During the Program Assessment process, the Program Assessment Organization shall notify COO, who shall in turn notify the Ontario Reform Implementation Committee, if an urgent need arises to address an aspect of the Reformed FNCFS Program that is adversely affecting the delivery of services to First Nations children, youth, and families. The Program Assessment Organization may provide a recommendation to address it.

#### **G. Program Assessment Reports**

152. The Program Assessment Organization shall deliver the Program Assessment Reports to COO according to the timelines found at Appendix 3.
153. Each Program Assessment Report shall provide the deliverables as set out in the request for proposals, but at a minimum shall:
  - (a) include an environmental scan of any relevant factors influencing the Reformed FNCFS Program, such as emerging evidence, legislation, the Structural Drivers, significant events, and technology;
  - (b) include a description of the Program Assessment design, methodology, and any limitations;
  - (c) where sufficient evidence is available, provide evidence-based recommendations about how Canada can improve the Reformed FNCFS Program in Ontario and remediate any shortcomings;
  - (d) identify if there are any priority recommendations that should be implemented immediately; and
  - (e) highlight any subregion-specific approaches or variations which may be required to achieve consistency with the purposes and principles of this Final Agreement.

154. The Program Assessment Organization shall also deliver to COO an executive summary of each Program Assessment Report, which shall include a summary of the recommendations.
155. COO may translate the executive summaries into any number of Indigenous languages on the advice of the Ontario Reform Implementation Committee, subject to available funding.
156. COO shall make the Program Assessment Reports and the executive summaries public.

#### **H. Ontario Reform Implementation Committee's Program Assessment Opinions**

157. COO shall distribute the Program Assessment Reports to the Ontario Reform Implementation Committee and to the Parties within fifteen (15) days of receipt from the Program Assessment Organization.
158. The Parties may provide any comments on the Program Assessment Reports to the Ontario Reform Implementation Committee within forty-five (45) days of receipt. The Ontario Reform Implementation Committee shall consider all such comments in formulating its recommendations to Canada.
159. The Ontario Reform Implementation Committee must deliver its Program Assessment Opinions to Canada and the other Parties by the following deadlines:
  - (a) For its Initial Program Assessment Opinion, June 30, 2028; and
  - (b) For its Second Program Assessment Opinion, June 30, 2033.
160. The Ontario Reform Implementation Committee's Program Assessment Opinions shall contain recommendations on the Reformed FNCFS Program in Ontario that are consistent with the purposes and principles of this Final Agreement. Such recommendations shall include, but not be limited to, those related to the Program Assessment Reports.

161. The Ontario Reform Implementation Committee's Program Assessment Opinions and any recommendations contained therein, including any recommendations to increase funding for subsequent fiscal years, shall be:
- (a) consistent with the purposes and principles of this Final Agreement;
  - (b) informed by and derived from the findings and recommendations in the Program Assessment Reports;
  - (c) reasonable and prudent in light of the evidence and the findings of the Program Assessment Opinion; and
  - (d) specific to the Reformed FNCFS Program in Ontario.
162. The Ontario Reform Implementation Committee shall make its Program Assessment Opinions and executive summaries thereof public, following receipt of Canada's response to the Program Assessment Opinions.

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

163. Within one-hundred and twenty (120) days of receiving the Ontario Reform Implementation Committee's Program Assessment Opinions, ISC shall:
- (a) review and consider the Program Assessment Report and the Program Assessment Opinion;
  - (b) in the spirit of a renewed nation-to-nation relationship, work with the Parties to co-develop policy recommendations that shall inform the options that ISC will bring forward for Canada's consideration; and
  - (c) provide the following to each Party and to the Ontario Reform Implementation Committee:
    - (i) written confirmation as to which of the recommendations of the Program Assessment Opinions Canada will accept and implement;
    - (ii) the timeline and anticipated implementation date for those recommendations of the Program Assessment Opinions accepted by Canada; and

- (iii) reasonably detailed written reasons in respect of any recommendation that Canada determines it shall not implement or any variation from a recommendation that Canada proposes to implement.
- 164. Canada shall make its responses to the Program Assessment Opinions public.
- 165. With respect to the Ontario Reform Implementation Committee's Initial Program Assessment Opinion, recommendations related to funding levels accepted by Canada shall be implemented no later than April 1, 2029. Canada shall implement other recommendations it has accepted as soon as practicable and appropriate in the circumstances, acting diligently and in good faith.

#### **PART XVI – SERVICE PROVIDER FUNDING ADJUSTMENT REQUESTS**

- 166. An FNCFS Service Provider may bring a Service Provider Funding Adjustment Request if it is unable within its current funding, for reasons beyond its reasonable control, to deliver services required by law or that are least disruptive measures, and eligible to be funded by the Reformed FNCFS Program.
- 167. A First Nation may bring a Service Provider Funding Adjustment Request if it is unable within its current funding, to provide prevention services which are adequate to respond to a prevention need created by an unforeseen event(s), beyond its reasonable control, not including reasonably foreseeable natural events or circumstances covered by other government programs or policies.
- 168. In order to avoid the duplication of least disruptive measures and prevention funding, where Service Provider Funding Adjustment Requests have been received from First Nations and FNCFS Service Providers in relation to the same event(s), requests by First Nations shall be prioritized.
- 169. "Current funding" in this Part includes unexpended funding from prior years with respect to which the First Nation or FNCFS Service Provider has not



submitted a spending plan to ISC but excludes prevention funding not available to be reallocated pursuant to paragraph 51. For clarity, an FNCFS Agency shall be required to expend their prevention funding before making a Service Provider Funding Adjustment Request for funding to deliver least disruptive measures.

170. A First Nation or FNCFS Service Provider initiates a Service Provider Funding Adjustment Request by sending written notice to ISC of the total amount of additional funding required by the First Nation or FNCFS Service Provider, the reason(s) the additional funding is required, the time(s) by which the additional funding is anticipated to be needed, and whether the funding is requested for one year or multiple years. In the case of a request by an FNCFS Agency, the request must be accompanied by evidence of written support of the leadership of the FNCFS Agency's affiliated First Nation(s) that are affected.
171. Where a First Nation or FNCFS Service Provider requests additional funding through a channel other than the process outlined in this Part, ISC shall refer the requestor to the Service Provider Funding Adjustment Request process.
172. Within fifteen (15) days of ISC's receipt of a Service Provider Funding Adjustment Request, ISC shall meet with the First Nation or FNCFS Service Provider regarding the request.
173. Within thirty (30) days of ISC meeting with the First Nation or FNCFS Service Provider and obtaining supporting documentation, ISC shall make a determination with respect to the Service Provider Funding Adjustment Request. If ISC has not made such a determination within the thirty (30) day period, the request shall be deemed to have been denied and the FNCFS Service Provider may access the Dispute Resolution Process for Claimant Disputes.
174. A First Nation or FNCFS Service Provider may request a funding adjustment on an urgent basis, if any delay in receiving a response would significantly impact on the health or safety of identified children, youth, and/or families. ISC shall take measures necessary to ensure the safety and well-being of

the identified children, youth, and/or families within five (5) days of receipt of such a request. If ISC has not made a determination with respect to the request within ten (10) days of receipt of the urgent request, the request shall be deemed to have been denied and the First Nation or FNCFS Service Provider may access the Dispute Resolution Process for Claimant Disputes.

## **PART XVII – CULTURAL HUMILITY TRAINING AND REFORM OF ISC AND SUCCESSOR DEPARTMENTS**

175. ISC shall continue to require mandatory cultural humility training for all ISC employees that support implementation of this Final Agreement of at least fifteen (15) hours annually, and up to thirty (30) hours annually for those occupying management and executive level positions or those whose responsibilities require regular interactions with First Nations or their citizens. ISC shall make best efforts to encourage similar training for the employees of other Government of Canada entities that support implementation of this Final Agreement.
176. Within one hundred twenty (120) days following the Effective Date, ISC and the Ontario Reform Implementation Committee shall jointly develop and implement a trauma-informed and appropriate cultural humility training program for ISC employees that support implementation of this Final Agreement, which will include, but not be limited to, the following topics:
- (a) Truth-telling component on how Canada's past and contemporary actions impact First Nations children, youth, and families;
  - (b) The *United Nations Declaration on the Rights of Indigenous Peoples*;
  - (c) The reports of the Truth and Reconciliation Commission of Canada;
  - (d) The *United Nations Convention on the Rights of the Child*;
  - (e) First Nations' culture, worldview, and history;
  - (f) Factors causing over-representation of First Nations children in the child welfare system, including the intergenerational impacts of the Indian Residential School system, the Indian Day Schools, and the Sixties Scoop;

- (g) The findings of the Missing and Murdered Indigenous Women, Girls, and Two Spirit Inquiry, including impacts on First Nation families;
  - (h) Social movements such as Idle No More and Families of Sisters in Spirit;
  - (i) The history of the FNFCS Program, including the reviews and evaluations conducted from 2000 to 2011 and the Tribunal findings in the *First Nations Child & Family Caring Society of Canada et al. v. Attorney General of Canada (representing the Minister of Indigenous and Northern Affairs Canada)* proceedings; and
  - (j) The historical and contemporary social and economic conditions of remote First Nations.
177. Cultural humility training made available to ISC employees may include experiential learning, such as:
- (a) Elders' teachings and ceremonies;
  - (b) First Nations-led workshops, such as the *Touchstones of Hope* dialogue sessions;
  - (c) First Nations research seminars;
  - (d) Elders gatherings and First Nations assemblies; and
  - (e) Community visits, including learning about the lived realities of remote communities.
178. ISC shall track mandatory training for all employees that support implementation of this Final Agreement and include training commitments in the performance management agreements of all such employees.
179. ISC shall report the results of its internal tracking to the Ontario Reform Implementation Committee.
180. COO and NAN may continue to provide advice and guidance to ISC on the reform of ISC to prevent the recurrence of systemic discrimination with regard to the implementation of the FNCFS Program and the Reformed FNCFS Program in Ontario.

## **PART XVIII – INTERIM DISPUTE RESOLUTION PROCESS**

181. This Interim Dispute Resolution Process is available only to the Parties.
182. For the purpose of this Interim Dispute Resolution Process, the Parties agree to be bound by the *Arbitration Act 1991*, S.O. 1991, c. 17.
183. The Interim Dispute Resolution Process will be in force and bind the Parties as of the date of signature of this Final Agreement by the Parties, notwithstanding the Effective Date. The Parties agree that this Part is an arbitration agreement for the purposes of the *Arbitration Act 1991*, S.O. 1991, c. 17 and the ADRIC Arbitration Rules.
184. In the period between the date of signature of this Final Agreement by the Parties and the Effective Date, the Interim Dispute Resolution Process may be used to resolve all disputes, controversies, disagreements, or claims of a Party that arise out of, relate to, or are in connection with the obligations, rights or responsibilities of any Party set out in this Final Agreement, including any question regarding the implementation, application, interpretation and/or breach of such obligations, rights or responsibilities.
185. The Parties agree that in the period between the date of signature of this Final Agreement by the Parties and the Effective Date, they will remit all disputes set out in paragraph 184 to final and binding arbitration under the ADRIC Arbitration Rules, subject to the modifications set out in this Part. There shall be no Appeal Tribunal in the Interim Dispute Resolution Process.
186. A Notice to Arbitrate under this Part must be delivered within sixty (60) days of a Party becoming aware of facts that give rise to the Dispute, otherwise the Party shall be deemed to have waived their right to have the Dispute heard.
187. An Answer to Notice under this Part must be delivered within thirty (30) days of the delivery of the Notice to Arbitrate.
188. The *IBA Rules on the Taking of Evidence in International Arbitration* (the “IBA Rules”) in force at the time of the execution of this Final Agreement apply to the Interim Dispute Resolution Process and shall replace the ADRIC Arbitration Rules to the extent of any conflict, except that Article 3 of such IBA Rules shall not apply.

189. The Parties may agree that the ADR Institute of Canada, Inc. (“ADRIC”) will administer an arbitration under this Part.
190. Canada shall bear the reasonable fees and expenses of an Arbitral Tribunal and the ADRIC administration service fees, if applicable.

## **PART XIX – DISPUTE RESOLUTION PROCESS**

### **A. Overview**

191. The Parties agree that the Dispute Resolution Process shall be subject to the *Arbitration Act, 1991*, S.O. 1991, c. 17.
192. All Disputes shall be resolved by final and binding arbitration.
193. The Parties agree this Part is an arbitration agreement between the Parties for the purposes of the *Arbitration Act, 1991*, S.O. 1991., c. 17 and the ADRIC Arbitration Rules.
194. The Dispute Resolution Process applies as of the Effective Date. Existing adjudication processes under the FNCFS Program available to First Nations and FNCFS Service Providers on the date of signature of this Final Agreement by the Parties shall continue until the Effective Date.
195. The Dispute Resolution Process is intended to resolve two types of disputes, as set out in this Part: Parties’ Disputes and Claimant Disputes.

#### *Parties’ Disputes*

196. A Parties’ Dispute is a dispute, controversy, disagreement, or claim of a Party that arises out of, relates to, or is in connection with:
- (a) this Final Agreement, including any question regarding its implementation, application, interpretation and/or breach, other than a Claimant Dispute;
  - (b) a decision by Canada as to whether or how any recommendations of the Ontario Reform Implementation Committee will be implemented;
  - (c) a disagreement between the Parties as to whether paragraph 302 applies so as to prevent COO or NAN from making submissions before the Tribunal.
197. A Parties’ Dispute does not include:

- (a) a dispute concerning Canada's decision about whether or how any recommendations contained in the Second Program Assessment Opinion will be implemented;
- (b) a claim that Canada has failed to obtain or advance the Funding Commitment set out in PART IV – FUNDING COMMITMENT, or any claim for breach of contract, action in tort or other claim that Canada has breached this Final Agreement by failing to approve the Final Agreement or by failing to obtain, appropriate, or make available to First Nations or FNCFS Service Providers the funding provided for in PART IV – FUNDING COMMITMENT of this Final Agreement;
- (c) a dispute concerning Canada's decision about whether or how to implement any recommendations from the Ontario Reform Implementation Committee that require an amendment to this Final Agreement; or
- (d) a dispute, controversy, disagreement, or claim of a Party that arises out of a fact situation occurring between the date of signature of this Final Agreement and the Effective Date or after the expiration or termination of this Final Agreement.

198. The Dispute Resolution Process is the exclusive procedure for resolving Parties' Disputes.

*Claimant Disputes*

199. A Claimant Dispute is a dispute, controversy, disagreement, or claim of a First Nation or FNCFS Service Provider which arises out of, relates to, or is in connection with:
- (a) the failure to advance the funding allocation of a particular First Nation or FNCFS Service Provider as set out in this Final Agreement;
  - (b) the accuracy of a First Nation's or FNCFS Service Provider's funding allocation provided under this Final Agreement;
  - (c) the entitlement of a First Nation or FNCFS Service Provider to be funded for any amount under this Final Agreement;

- (d) ISC's decision to deny (in whole or part) a First Nation's or FNCFS Service Provider's Service Provider Funding Adjustment Request; or
  - (e) ISC's decision to deny (in whole or part) a First Nation's or FNCFS Service Provider's FNCFS capital funding request or proposal.
200. A Claimant Dispute does not include a dispute, controversy, disagreement or claim of a First Nation or FNCFS Service Provider, including one of the nature listed in paragraph 199, where general damages, damages for discrimination, or punitive damages are sought, or where the First Nation or FNCFS Service Provider has not consented to resolve the Claimant Dispute by way of the Dispute Resolution Process for Claimant Disputes.
201. The Dispute Resolution Process for Claimant Disputes described in this Final Agreement is not intended to abrogate or derogate from a Claimant's rights provided for under the *Canadian Human Rights Act*, R.S.C., 1985, c. H-6.
202. A First Nation or FNCFS Service Provider is not obligated to resolve matters described in paragraph 199 by way of the Dispute Resolution Process for Claimant Disputes and may seek remedies to which it may be entitled for such matters in any way it chooses, including by pursuing a claim in a court of competent jurisdiction or under the *Canadian Human Rights Act*, R.S.C., 1985, c. H-6.
203. Claimant Disputes shall be resolved pursuant to the procedures set forth in this Part, which shall be the exclusive procedure for resolving a Claimant Dispute for any Claimant who has consented to the use of the Dispute Resolution Process for Claimant Disputes and entered into an Arbitration Agreement.

*Jurisdiction of Arbitral Tribunal and Appeal Tribunal – Parties' Disputes*

204. In considering a Parties' Dispute, an Arbitral Tribunal shall assess the reasonableness of Canada's decision that gave rise to the Parties' Dispute, considering only the materials that were before Canada's decision maker and the written reasons for decision, if any. Alternatively, where a Parties' Dispute arises but Canada has not made a decision to be reviewed, an Arbitral Tribunal shall consider the circumstances giving rise to the Parties' Dispute. In any Parties' Dispute, an Arbitral Tribunal has the jurisdiction to:

- (a) process, adjudicate, and resolve Disputes, including by making procedural and substantive decisions;
- (b) lengthen or shorten any time limit established by this Final Agreement; and
- (c) decide any procedural or evidentiary question arising during the hearing;
- (d) on request of a Party in a Dispute, order any Party to take any reasonable interim measure as the Arbitral Tribunal may consider necessary in respect of the subject matter of a Dispute;
- (e) order such remedies as are permitted under this Final Agreement, having regard to the parameters of the Dispute Resolution Process and the limitations and remedies set out at paragraphs 196, 197 and 211 of this Final Agreement;
- (f) order funding to a particular First Nation or FNCFS Service Provider as set out in this Final Agreement;
- (g) order that interest be paid on amounts ordered to be paid, on the same basis as in s. 31 of the *Crown Liability and Proceedings Act*, R.S.C., 1985, c. C-50; and
- (h) order Canada to pay a Party's legal costs on such terms as are just and in accordance with the Department of Justice's external agent counsel rates.

205. In a Parties' Dispute concerning Canada's decision about whether or how any recommendations contained in the Initial Program Assessment Opinion will be implemented, an Arbitral Tribunal shall assess the reasonableness of Canada's decision and may order any remedy that could at common law be awarded on judicial review, subject to the limitations contained in paragraph 211 of this Final Agreement. In conducting its review, the Arbitral Tribunal shall consider, among other factors:

- (a) whether the recommendations contained in the Initial Program Assessment Opinion are consistent with the principles and limitations in paragraphs 160 and 161 of this Final Agreement;



- (b) whether the recommendations contained in the Initial Program Assessment Opinion require an amendment to this Final Agreement;
  - (c) the Program Assessment Report; and
  - (d) Canada's reasons for its decision, if any.
206. An Appeal Tribunal, when reviewing the decision of an Arbitral Tribunal in a Parties' Dispute, shall conduct a *de novo* assessment of the reasonableness of Canada's decision that gave rise to the Parties' Dispute, based on the record before the Arbitral Tribunal and, where the context requires, the factors set out in paragraph 205 of this Final Agreement. An Appeal Tribunal has the same jurisdiction as an Arbitral Tribunal in relation to a Parties' Dispute, as set out in paragraph 204 of this Final Agreement, and in addition may uphold Canada's decision or substitute its own decision, subject to the limitations set out in paragraph 211 of this Final Agreement.

*Jurisdiction of an Arbitral Tribunal and Appeal Tribunal – Claimant Disputes*

207. In considering a Claimant Dispute, an Arbitral Tribunal shall conduct a review of Canada's decision giving rise to the Claimant Dispute, considering only the materials that were before Canada's decision maker and the written reasons for decision, if any.
208. Notwithstanding paragraph 207, an Arbitral Tribunal may also consider, as applicable:
- (a) the views of the Claimant and any associated First Nations;
  - (b) the legal traditions and protocols of the relevant First Nation;
  - (c) the circumstances of the individual First Nation;
  - (d) the urgency of the funding that is the subject of the Claimant Dispute; and
  - (e) any evidence not before the decision maker that is tendered by the parties to the Claimant Dispute and that the Arbitral Tribunal finds relevant and appropriate in the circumstances.
209. In considering a Claimant Dispute, an Arbitral Tribunal has the jurisdiction to:

- (a) process, adjudicate, and resolve Disputes, including by making procedural and substantive decisions;
- (b) lengthen or shorten any time limit established by this Final Agreement; and
- (c) decide any procedural or evidentiary question arising during the hearing;
- (d) on request of a Claimant or Canada, order any reasonable interim measure as the Arbitral Tribunal may consider necessary in respect of the subject matter of the Claimant Dispute;
- (e) order such remedies as are permitted under this Final Agreement, having regard to the parameters of the Dispute Resolution Process for Claimant Disputes and the limitations and remedies set out at paragraphs 199, 200 and 211 of this Final Agreement;
- (f) order funding to a particular First Nation or FNCFS Service Provider as set out in this Final Agreement;
- (g) order that interest be paid on amounts ordered to be paid, on the same basis as in s. 31 of the *Crown Liability and Proceedings Act*, R.S.C., 1985, c. C-50; and
- (h) order, at any time, Canada to pay a Claimant's legal costs for a lawyer of the Claimant's choosing to represent the Claimant at any stage of a Claimant Dispute, on terms as are just and in accordance with the Department of Justice's external agent counsel rates.

210. In a Claimant Dispute, an Appeal Tribunal shall conduct a *de novo* assessment of the reasonableness of Canada's decision that gave rise to the Claimant Dispute, based on the record before the Arbitral Tribunal and, where the context requires, the factors set out in paragraph 208 of this Final Agreement. An Appeal Tribunal has the same jurisdiction as an Arbitral Tribunal in relation to a Claimant Dispute as set out in paragraph 209 and in addition may uphold Canada's decision or substitute its own decision, subject to the limitations set out in paragraph 211 of this Final Agreement.

*Limitations on Jurisdiction – Arbitral Tribunal and Appeal Tribunal in all Disputes*

211. With respect to both Parties' Disputes and Claimant Disputes, an Arbitral Tribunal and an Appeal Tribunal do not have jurisdiction to:
- (a) amend any provision of this Final Agreement;
  - (b) award general damages, punitive damages, or damages for discrimination;
  - (c) determine a claim as described in paragraph 298 of this Final Agreement;
  - (d) expand the jurisdiction of an Arbitral Tribunal or an Appeal Tribunal;
  - (e) reduce the existing funding of any First Nation or FNCFS Service Provider or the funding entitlement of a First Nation or FNCFS Service Provider under this Final Agreement;
  - (f) reduce the level of the overall funding commitment provided for in paragraphs 5, 7 and 11 of this Final Agreement;
  - (g) make orders in the Claimant Dispute Process that require or result in systemic change;
  - (h) order Canada to fund new components of the Reformed FNCFS Funding Approach or increase funding for existing components of the Reformed FNCFS Funding Approach, unless otherwise set out in this Final Agreement; or
  - (i) introduce additional indexation factors (for example, new methods of calculating population growth or inflation).

#### **B. Principles and Rules Applicable to Determination of Disputes**

212. An Arbitral Tribunal shall decide all Disputes in accordance with this Final Agreement and in particular its purposes and principles.
213. An Arbitral Tribunal shall, in considering procedure for resolving a Dispute, proceed in a just, expeditious, and cost-effective manner, having regard to cultural appropriateness and as is appropriate in all the circumstances of the case.

214. All Disputes shall be resolved under the ADRIC Arbitration Rules in force at the time of the signing of this Final Agreement, as modified by this Final Agreement.
215. The Arbitral Tribunal is the master of its own proceedings, and will be guided by:
- (a) the ADRIC Arbitration Rules,
  - (b) the *IBA Rules on the Taking of Evidence in International Arbitration*, except Article 3,
  - (c) the advice of a Cultural Officer as appointed and whose duties are set out under this Final Agreement; and
  - (d) the Federal Court's Practice Guidelines For Aboriginal Law Proceedings April 2016, section D on Elder Evidence.
216. An Arbitral Tribunal may:
- (a) in the same manner and to the same extent as a superior court of record, summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce any documents and things that the Arbitral Tribunal considers necessary for the full hearing and consideration of the Dispute;
  - (b) administer oaths or affirmations and require a witness to testify under oath or affirmation;
  - (c) receive and accept any evidence and other information, whether on oath or by affidavit or otherwise, that the Arbitral Tribunal sees fit, whether or not that evidence or information is or would be admissible in a court of law.
217. An Arbitral Tribunal and Appeal Tribunal may not admit or accept as evidence anything that would be inadmissible in a court by reason of any privilege or confidence recognized by the common law or legislation, including those privileges and confidences set out in sections 37 through 39 of the *Canada Evidence Act*, R.S.C. 1985, c. C-5.

*Posting of Information About the Dispute Resolution Process*

218. The Parties agree that they will each make information about the Dispute Resolution Process publicly accessible, including at least the following information:
- (a) the address for service to serve a Notice to Arbitrate on Canada;
  - (b) the address for service to serve a Notice to Arbitrate on COO;
  - (c) the address for service to serve a Notice to Arbitrate on NAN;
  - (d) the contact information for Duty Counsel;
  - (e) the address to provide a copy of a Notice to Arbitrate to ORIC;
  - (f) a link to the ADRIC Arbitration Rules;
  - (g) a link to the *IBA Rules on Taking Evidence*;
  - (h) a link to the Federal Court Elder Evidence and Oral History Protocol;  
and
  - (i) any forms required to be submitted in a Claimant Dispute, including the standard form Claimant Arbitration Agreement.
219. COO and NAN shall make the information set out in paragraph 218 publicly accessible by at least publishing it on their websites and any website devoted to the implementation of this Final Agreement.
220. Canada shall make the information set out in paragraph 218 available on ISC's website relating to this Final Agreement, in any correspondence with First Nations and FNCFS Service Providers concerning their funding allocations and capital project decisions, and on written request from a First Nation or an FNCFS Service Provider.

*Disputes Delivered Prior to Expiry of Agreement*

221. Where a Party or Claimant has delivered a Notice to Arbitrate prior to March 31, 2034, provided that the issues in dispute relate only to the period covered by this Final Agreement, the Dispute shall be decided in accordance with this Final Agreement, notwithstanding the expiry or termination of this Final Agreement, however caused.

### *Nature of Dispute Awards*

222. A Dispute Award in a Parties' Dispute shall be binding on all Parties, regardless of whether the Party chose to participate in the arbitration of the Dispute.
223. A Dispute Award in a Claimant Dispute shall be binding on the Claimant and ISC.

### *Appeal to Superior Court of Justice*

224. An Appeal Tribunal's Dispute Award shall be final and binding, unless it is set aside or varied by the Ontario Superior Court of Justice for reasons set out in the *Arbitration Act, 1991*, S.O. 1991., c. 17.
225. A Party or a Claimant may appeal, without leave, an Appeal Tribunal's Dispute Award to the Superior Court of Justice on a question of law or a question of mixed fact and law, but not on a question of fact.

### *Confidentiality*

226. Notwithstanding the ADRIC Arbitration Rules, on application of a Party or a Claimant in a Dispute, an Arbitral Tribunal or Appeal Tribunal may order that all or some of an Arbitral Tribunal's procedures, hearings, and documents or interim orders and decisions shall remain strictly confidential between the Party or Claimant and Canada, as the case may be.
227. Unless otherwise ordered, all decisions of an Arbitral Tribunal or an Appeal Tribunal shall be made public in a manner that will be determined by the Parties within ninety (90) days of the Effective Date.

### *Language*

228. The language of the Dispute Resolution Process for Parties' Disputes, including for hearings, documentation, and Dispute Awards, shall be English or French as selected by the Party who commenced the dispute.
229. The language of the Dispute Resolution Process for Claimant Disputes, including hearings, documentation, and Dispute Awards, shall be English, French, or an Indigenous language, where ordered by an Arbitral Tribunal or Appeal Tribunal.

### *Roster of Arbitrators*

230. The Parties shall, as soon as reasonably possible and no later than ninety (90) days after the Effective Date, agree upon and maintain a Roster of Arbitrators who shall serve on Arbitral Tribunals and Appeal Tribunals.
231. If a Party or Parties refuses to participate in the selection of Arbitrators for the Roster of Arbitrators within the time established in paragraph 230 of this Final Agreement, then the Roster may be established by those Parties who do participate.
232. The Roster of Arbitrators shall be composed of a number of Arbitrators, but no fewer than six (6), necessary to ensure the timely arbitration of Disputes. Arbitrators may remain on the Roster until they remove themselves from the Roster or until otherwise removed.
233. The Parties shall endeavour to select Arbitrators to be named to the Roster of Arbitrators who:
  - (a) have expertise in the matters addressed by this Final Agreement; or
  - (b) have experience with First Nations government social programs, child welfare, and child well-being; or
  - (c) are practicing lawyers in good standing with a provincial or territorial governing body; or
  - (d) are practicing as arbitrators or adjudicators of administrative tribunals or other like bodies; or
  - (e) are retired judges or justices of the peace.
234. Within the Roster of Arbitrators, at least three (3) Arbitrators shall have a law degree.
235. The Parties shall aspire to gender parity and diversity in representation in the composition of the Roster of Arbitrators.
236. The Parties shall select Arbitrators for the Roster of Arbitrators with a preference in favour of Arbitrators who are recognized as citizens or members of a First Nation.

237. If a selected Arbitrator resigns from the Roster of Arbitrators or becomes unable to serve on the Roster of Arbitrators, a replacement Arbitrator shall be appointed by the Parties as soon as reasonably possible, following the procedure that was used in the appointment of the Arbitrator being replaced.
238. Canada shall enter into contractual arrangements with the appointed Arbitrators which will establish the terms of their payment once appointed.
239. Arbitrators shall be compensated at rates agreed to by the Parties.

*Mandatory Training of Arbitrators*

240. Any person selected for the Roster of Arbitrators must, before being named to an Arbitral Tribunal, demonstrate that they have completed at least one five (5) day / forty (40) hour professional development course in adjudication and arbitration, and have completed specialized cultural safety training to ensure that Claimant Disputes are dealt with in a respectful and culturally appropriate manner specific to First Nations.
241. The cost of the training and professional development, if incurred after the appointment to the Roster, shall be reimbursed by Canada, once successfully completed.

*Dispute Resolution Process Administration*

242. The Parties agree that they may use ADRIIC's administration services or may agree to an alternative way of administering the Dispute Resolution Process.

**C. Dispute Resolution Procedures – All Disputes**

243. A Party commences a Dispute by delivering a Notice to Arbitrate as prescribed in the ADRIIC Arbitration Rules, copying the chair of the ORIC.
244. A Party must deliver a Notice to Arbitrate within sixty (60) days of the Party becoming aware of the circumstances giving rise to the Parties' Dispute. Otherwise, the Party shall be deemed to have waived their right to have the Parties' Dispute heard.
245. The Parties shall agree to a standard Claimant Arbitration Agreement in a form to be agreed to by them no later than thirty (30) days after the Effective Date. The Claimant Arbitration Agreement shall mirror the elements of this



Dispute Resolution Process relating to Claimant Disputes, as set out in this Final Agreement. The standard Claimant Arbitration Agreement form shall be published in the manner specified at paragraph 218 of this Final Agreement.

246. A Claimant may commence a Claimant Dispute by delivering a Notice to Arbitrate and a signed Claimant Arbitration Agreement within ninety (90) days of the Claimant becoming aware of the circumstances giving rise to the Claimant Dispute. Otherwise, the Claimant shall be deemed to have waived its right to have its dispute heard under the Dispute Resolution Process for Claimant Disputes.
247. Where a Notice to Arbitrate and Arbitration Agreement, if applicable, is delivered by a Party or by a Claimant, Canada must deliver its Answer to Notice within thirty (30) days of delivery of the Notice to Arbitrate. In the case of a Claimant Dispute, Canada must also deliver a signed Claimant Arbitration Agreement with its Answer to Notice.
248. Where a Claimant delivers a Notice to Arbitrate without a signed Claimant Arbitration Agreement, the timelines for the procedure of the arbitration shall be paused until the Claimant has delivered the signed Claimant Arbitration Agreement.
249. If a Claimant delivers a Notice to Arbitrate containing a technical defect or the lack of Claimant Arbitration Agreement, Canada shall, within thirty (30) days, direct the Claimant to appropriate information about the delivery of Notices to Arbitrate and Claimant Arbitration Agreements, and may direct the Claimant to Duty Counsel.

*Appointment of an Arbitral Tribunal or Appeal Tribunal*

250. All Disputes shall be heard by a single Arbitrator at first instance.
251. Appeals shall be heard by an Appeal Tribunal of three Arbitrators.
252. Where ADRIC has been asked to appoint the Arbitral Tribunal, such Arbitrators shall only be selected or appointed according to the ADRIC arbitrator appointment protocol.

253. If an Arbitral Tribunal, Appeal Tribunal or a member thereof becomes incapable of serving while seized of a Dispute, the timeframes applicable to that Arbitral Tribunal's or Appeal Tribunal's proceedings in respect of any Dispute shall be suspended until a replacement Arbitral Tribunal or Appeal Tribunal is selected.
254. In the event that no Arbitrator or no sufficient number of Arbitrators from the Roster of Arbitrators is available, and if the parties to a Dispute cannot agree on the appointment of an Arbitral Tribunal or Appeal Tribunal from outside the Roster of Arbitrators on consent, then ADRIC may appoint an Arbitral Tribunal or Appeal Tribunal composed of Arbitrators who are not on the Roster of Arbitrators.

#### *Exchange of Parties' Positions and Documents*

255. An Arbitral Tribunal may allow a Party or a Claimant in a Dispute to amend or supplement their statements, including their "Initial Evidence" as defined in the ADRIC Arbitration Rules, having regard to:
- (a) any delay caused by making the amendment or supplement; and
  - (b) any prejudice suffered by the other parties to the Dispute.

#### *Mediation*

256. The parties to a Dispute may agree to enter into mediation at any time using a consensually selected mediator who may or may not be on the Roster of Arbitrators.
257. The mediator's reasonable fees and expenses shall be borne by Canada.

#### *Manner of Proceedings*

258. Unless the parties to a Dispute have agreed to proceed by way of written witness statements and argument, the Arbitral Tribunal shall convene an oral hearing.
259. Parties' Disputes are presumptively open to public attendance, however, an Arbitral Tribunal may order that all or part of a hearing be closed to the public, on request of a Party.

260. Claimants may request that a Claimant Dispute hearing be open to public attendance, however, an Arbitral Tribunal may order that all or part of a hearing be closed to the public, on request a Claimant or Canada.
261. An Arbitral Tribunal shall strive to schedule hearings to be held on consecutive days until completion, taking into account schedules, witness availability, and need for preparation time.

#### *Default of a Party or Claimant*

262. If, without explanation, any party to a Dispute fails to meet a timeline established by the ADRIC Arbitration Rules or by the Arbitral Tribunal's procedural order for taking a step in the Dispute Resolution Process, the Arbitral Tribunal may make an order that the party to the Dispute has foregone their opportunity to do so and may make such order as it deems fit.
263. Before making an order further to a default of a party to a Dispute, the Arbitral Tribunal shall give all parties to the Dispute written notice providing an opportunity to provide an explanation and may permit a party to a Dispute to cure its default on such terms as are just.
264. If, without showing sufficient cause or confirming that it will not tender evidence, a party to a Dispute fails to appear at the hearing or to produce documentary evidence, the Arbitral Tribunal may continue the proceedings and make a Dispute Award on the evidence before it.

#### *Dispute Awards*

265. An Appeal Tribunal Dispute Award shall be made by a majority.
266. A Dispute Award shall be made in writing and shall state the reasons upon which it is based.
267. The Arbitral Tribunal or Appeal Tribunal may, on its own initiative, correct any clerical error, typographical error, or make a similar amendment to a Dispute Award, within thirty (30) days after the date of the Dispute Award.

## **D. Procedures Specific to the Dispute Resolution Process for Claimant Disputes**

### *Shared Objectives*

268. To the greatest extent possible, the Parties recognize the following principles:
- (a) Claimant Disputes should be resolved in a reasonable, collaborative, and informal atmosphere;
  - (b) Claimant Disputes should be heard in a location and manner that is convenient for the Claimant, including online or within the community of the Claimant;
  - (c) Claimant Disputes should be resolved in a manner that is respectful of the Claimant's community and culture;
  - (d) the Dispute Resolution Process should be accessible to Claimants; and
  - (e) First Nations legal traditions and principles may inform the resolution of Claimant Disputes, recognizing and respecting the diversity among First Nations.

### *Duty Counsel*

269. The Parties shall, within ninety (90) days of the Effective Date, establish a roster of Duty Counsel to assist Claimants with providing information and to provide independent legal advice and assistance with Claimant Disputes. Canada shall enter into contractual arrangements with the appointed Duty Counsel which will establish the terms of their engagement, which shall be consistent with the terms contained in paragraph 271 of this Final Agreement.
270. Duty Counsel shall be paid by Canada in accordance with the Department of Justice external agent counsel rates.
271. Duty Counsel are independent from ISC and Canada and shall assist Claimants with understanding and accessing the Dispute Resolution Process for Claimant Disputes and bringing their case before the Arbitral Tribunal, including helping Claimants complete forms, collect documents for

their hearings, understand their right to seek an appeal or judicial review and such other tasks or support as required to assist the Claimant, not including representing the Claimant before the Arbitral Tribunal.

*Claimant Participation Costs and Legal Fees*

272. Where a Claimant retains a lawyer to assist them with a Claimant Dispute, a Claimant may seek an order from the Arbitral Tribunal that Canada shall pay the fees of a lawyer retained to assist them with a Claimant Dispute on the same basis as Duty Counsel's fees and expenses.

*Proactive Information Sharing – Duty Counsel*

273. When requested to, or when notified by a Claimant that they may or intend to deliver to Canada a Claimant Dispute, Canada's officials shall provide the First Nation or FNCFS Service Provider with contact information for Duty Counsel.

*Intervention by a Party*

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

*Participation of Cultural Officer*

275. The Parties shall, within ninety (90) days of the Effective Date, establish a roster of Cultural Officers whose role it is to provide information and advice to the Arbitral Tribunal about culturally appropriate resolution of Claimant Disputes. Canada shall enter into contractual arrangements with the appointed Cultural Officers which will establish the terms of their payment.
276. Cultural Officers shall be paid by Canada at reasonable rates to be negotiated with Canada.
277. Cultural Officers are independent from the Parties and shall advise the Arbitral Tribunal or Appeal Tribunal.

278. In every Claimant Dispute, the Arbitral Tribunal shall ask a Claimant if the Claimant wishes to have a Cultural Officer retained.
279. The Cultural Officer shall make their recommendations in advance of the pre-hearing and may make further recommendations at any other time.
280. The Cultural Officer may consider, among other things:
- (a) any requests of the Claimant;
  - (b) the Indigenous legal traditions and protocols identified by the Claimant; and
  - (c) any culturally rooted procedures that may promote access to justice for the Claimant and ensure substantive equality and fairness.
281. The Cultural Officer may:
- (a) recommend that a representative knowledge keeper or elder sit with the Arbitral Tribunal to provide guidance on legal traditions and protocols without the need to qualify them as an expert witness;
  - (b) recommend procedures for use by the Arbitral Tribunal to incorporate legal traditions and protocols for use during the hearing of the Claimant Dispute;
  - (c) request that the Claimant be permitted to bring a Party or other support person to attend at any aspect of the Dispute Resolution Process;
  - (d) request that proceedings be conducted in an Indigenous language;
  - (e) request that proceedings be conducted orally or in writing; and
  - (f) request that proceedings be open or closed to the public and that aspects of the proceeding be anonymized or confidential.
282. Any such recommendations or requests in paragraph 281 are subject to the sole discretion of Arbitral Tribunal, after hearing submissions on the question.

*Expert Appointed by Arbitral Tribunal*

283. On its own initiative, an Arbitral Tribunal may seek representations from the Claimant and from ISC concerning a proposal by the Arbitral Tribunal to appoint one or more independent experts to report to the Arbitral Tribunal on specific issues to be determined by the Arbitral Tribunal, after which the Arbitral Tribunal may appoint one or more independent experts to report on specific issues, in the manner set out by the ADRIC Arbitration Rules.

*Expenses of Arbitral Tribunal, Appeal Tribunal and Related*

284. The fees for administration services provided by ADRIC, and the reasonable expenses of the Arbitral Tribunal and Appeal Tribunal, including the cost of retaining experts, shall be borne by Canada.

**PART XX – INFORMATION SHARING AND PRIVACY**

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

**PART XXI – ENTIRE AGREEMENT**

286. This Final Agreement, including all appendices, constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings and agreements between the Parties, including the Agreement-in-Principle and the Consultation Protocol for the Consultation Committee on Child Welfare. Other than the agreement referred to in paragraph 58, there are no representations, warranties, terms, conditions, undertakings, covenants, or collateral agreements, express, implied, or statutory between the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Final Agreement.

## **PART XXII – CONFIDENTIALITY AND RETENTION**

287. Any information provided, created, or obtained in the course of implementing this Final Agreement shall be kept confidential and shall not be used for any purpose other than as set out in this Final Agreement, unless otherwise agreed by the Parties or as required by law.
288. The Parties shall determine whether and how to retain documents beyond the expiry date of this Final Agreement where documents are produced or created by a committee established under this Final Agreement, where such documents are not subject to the *Library and Archives of Canada Act* or other such applicable legislation.
289. Save as may otherwise be agreed between the Parties, the undertaking of confidentiality which applies to the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to the Agreement-in-Principle and this Final Agreement continues in force. The Parties expressly agree that the Agreement-in-Principle and the materials and discussions related to it are inadmissible as evidence to determine the meaning and scope of this Final Agreement, which supersedes the Agreement-in-Principle.

## **PART XXIII – TERMINATION OF AGREEMENT**

290. This Final Agreement shall be in full force and effect from the Effective Date until expiry of the Term on March 31, 2034.
291. Notwithstanding any other provision in this Final Agreement, the following provisions shall survive the termination of this Final Agreement:
- (a) paragraphs 74 to 76 of PART VII – THE REFORMED FNCFS FUNDING APPROACH: FOLLOWING THE EXPIRY OF THE TERM OF THIS FINAL AGREEMENT;
  - (b) PART XIX – DISPUTE RESOLUTION PROCESS in so far as it is required to continue to operate and be funded to do so pursuant to paragraph 221, which details the determination of Disputes delivered prior to the expiry of this Final Agreement; and
  - (c)



(d) PART XXII – CONFIDENTIALITY AND RETENTION.

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

*Tribunal Approval*

292. On initialling of this Final Agreement by the Parties’ negotiators, all Parties agree to submit this Final Agreement to undergo each Party’s internal approval process. If all Parties finally approve and sign this Final Agreement, the Parties shall make best efforts to procure the approval of this Final Agreement by the Tribunal or, as necessary, the Federal Court or further appellate courts.

*Funding of Legal Costs*

293. Until the Effective Date, ISC shall reimburse COO and NAN for reasonable legal costs related to supporting the approvals set out in paragraph 292. Following the Effective Date, ISC shall no longer reimburse COO and NAN for legal costs in relation to this Final Agreement.

*Effective Date*

294. This Final Agreement is conditional upon the Tribunal approving the Final Agreement without conditions and ending its jurisdiction over the Complaint and all associated proceedings in Ontario save for those proceedings related to Jordan’s Principle, and upon the Tribunal ordering that the terms of this Final Agreement supersede and replace all orders of the Tribunal related to the discrimination found by the Tribunal concerning the FNCFS Program in Ontario and the 1965 Agreement. This condition will be satisfied and the Final Agreement will become effective on the “Effective Date”, which is defined above as the latest of the following dates should they occur:

- (a) Sixty days after the date upon which the Tribunal issues an order that it is ending its remedial jurisdiction over the Complaint and all associated proceedings in Ontario save for those proceedings related to Jordan’s Principle, and that the terms of this Final Agreement supersede and replace all orders of the Tribunal related to the

discrimination found by the Tribunal concerning the FNCFS Program in Ontario and the 1965 Agreement; but

- (b) where a judicial review application is commenced in the Federal Court seeking to overturn such order or orders and a stay of the order or orders is sought pending the determination of that review, a date thirty-one days after such stay application is denied; or
- (c) in the event a stay is granted, a date thirty-one days after the judicial review application is dismissed.

295. In the event the order or orders that satisfy the condition in paragraph 294 are reversed or materially amended on judicial review or final appeal, this Final Agreement shall be at an end. Parties shall refer any dispute in relation to this paragraph to the Court that has made the decision on judicial review or final appeal.

296. Notwithstanding any other provision in this Final Agreement, the following provisions shall come into effect upon signature of this Final Agreement by COO, NAN and Canada:

- (a) Paragraphs 181 to 190;
- (b) Paragraph 292;
- (c) Paragraph 293;
- (d) Paragraphs 294 and 295;
- (e) Paragraphs 299, 300 and 302; and;
- (f) Paragraph 308.

## **PART XXV – ENFORCEMENT OF FUNDING COMMITMENT**

297. Any and all funding commitments by Canada or amendments agreed to by the Parties in this Final Agreement remain subject to annual appropriation by the Parliament of Canada, or other necessary approval processes required by the Government of Canada.

298. Notwithstanding paragraph 297, if the Parliament of Canada does not appropriate sufficient funding to satisfy Canada's commitment in PART IV – FUNDING COMMITMENT of this Final Agreement, a Party may seek an

order from a court of competent jurisdiction that the Parties are substantially deprived of the benefit of this Final Agreement. The Party seeking such an order need not have suffered monetary loss nor shall it be necessary for a Party to prove that it is unable to perform its obligations under this Final Agreement as a result of Parliament's decision not to appropriate sufficient funding. If a court makes such an order, a Party may seek to pursue its remedies under the Complaint, or initiate a new complaint at the Tribunal. For clarity, nothing in this clause is intended to foreclose any other cause of action or remedy which may be available to the Parties.

#### **PART XXVI – SUPERSEDING TRIBUNAL'S ORDERS**

299. Within 30 days following all Parties signing the Final Agreement, the Parties shall file a joint Notice of Motion with the Tribunal seeking an order from the Tribunal that:
- (a) the Final Agreement is approved;
  - (b) the Tribunal's jurisdiction over all elements of the Complaint in Ontario and all associated proceedings, except for Jordan's Principle, has ended; and
  - (c) the terms of the Final Agreement supersede and replace all orders of the Tribunal related to the discrimination found by the Tribunal concerning all elements of the Complaint in Ontario, including the FNCFS Program in Ontario and the 1965 Agreement, except for Jordan's Principle.
300. For certainty, the Parties will not seek an order to end the Tribunal's jurisdiction over the portions of the Complaint relating to Jordan's Principle at this time. The Parties agree that any orders of the Tribunal relating to Jordan's Principle shall continue to apply to Canada in Ontario, unless the Tribunal orders otherwise.
301. For clarity, the terms of this Final Agreement shall supersede and render void all previous orders of the Tribunal concerning the 1965 Agreement and the FNCFS Program in Ontario provided by Canada through ISC and any previous or successor entities, unless an order or part of an order of the

Tribunal is specifically identified in this Final Agreement as surviving and still in force following this Final Agreement.

302. For clarity, nothing in this Final Agreement nor any order of the Tribunal obtained further to paragraph 299 shall prevent COO or NAN from participating in proceedings before the Tribunal or on appeal from the Tribunal where any of Canada, the AFN or the Caring Society has brought a motion or is making submissions which may affect the rights of COO, NAN, First Nations, and FNCFS Service Providers as set out in this Final Agreement. In exercising a participation right under this paragraph, neither COO nor NAN may seek an order from the Tribunal to amend, alter, add, remove or replace the terms of the Final Agreement, which is a final resolution of all elements of the Complaint in Ontario, except Jordan's Principle.
303. A disagreement between the Parties as to whether paragraph 302 of this Final Agreement applies so as to affect COO or NAN's ability to make submissions to the Tribunal is a Dispute.
304. Nothing in this agreement shall be interpreted as prohibiting COO and NAN from exercising rights or pursuing remedies respecting matters that are outside of this Complaint. For clarity, COO and/or NAN shall not seek additional funding or remedies from the Tribunal as part of this Complaint, except in relation to Jordan's Principle.

#### **PART XXVII – GENERAL PROVISIONS**

305. This Final Agreement is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the *Constitution Act, 1982*, and not as abrogating or derogating from them.
306. This Final Agreement shall not be construed as an assumption by COO or NAN of any liability to any person(s) or First Nation(s) in respect of this Final Agreement or its subject matter.
307. This Final Agreement will not be construed as an assumption by First Nations of any liability associated with the delivery of services referenced within this Final Agreement, for any period prior to the point where they have actually

assumed the provision of any such service, further to the terms of this Final Agreement, unless the First Nation has specifically assumed the provision of such services prior to the approval and application of this Final Agreement.

308. For further clarity, on execution of the Final Agreement, the Parties shall be bound by the Interim Dispute Resolution Process and Dispute Resolution Process agreed to under this Final Agreement and shall not return to the Tribunal for any purpose other than to obtain a final consent order resolving the Complaint and ending the Tribunal's jurisdiction as set out in paragraph 299 or as set out in paragraph 298.
309. Canada shall provide funding in the total amount of up to \$11.02 million to COO and in the total amount of up to \$6.56 million to NAN between fiscal year 2025-2026 and fiscal year 2033-2034 to support COO and NAN in completing implementation work assigned to and required of them under the Final Agreement. This funding includes amounts to support:
- (a) staff positions created specifically to further work necessary to the implementation of this Final Agreement;
  - (b) implementation-related research;
  - (c) First Nation engagements;
  - (d) legal fees; and
  - (e) with respect to funding for COO, project management and contract administration costs related to the two (2) Program Assessments, the Ontario FNCFS Data Secretariat, and the initiative to support eligible First Nations youth and young adults in accessing information on post-majority support services.
310. In relation to the funding set out in paragraph 309, COO and NAN shall provide work plans at the beginning of each fiscal year and shall report at the end of the fiscal year on funding spent in that year relative to the year's work plan.
311. Per the terms of their funding agreements, COO and NAN will be able to carry forward unexpended funds for use in the following fiscal year, upon ISC's approval of an unexpended funding plan and provided that the fiscal

year is within the term of COO's or NAN's funding agreement. If necessary to expend unexpended funds and upon ISC's approval of an unexpended funding plan, ISC shall extend the term of COO's or NAN's funding agreement. ISC may adjust funding for a particular fiscal year to reflect the expected costs of planned activities or to account for unexpended funds that are carried forward.

312. The terms of this Final Agreement may only be amended by the Parties upon their unanimous consent in writing.
313. No Party shall be added to this Final Agreement once it has been signed except with the unanimous consent of the Parties.
314. Unless the context otherwise requires, references in this Final Agreement:
  - (a) to parts, articles, sections, paragraphs, and appendices mean the parts, articles, sections, and paragraphs of, and appendices attached to, this Final Agreement;
  - (b) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof;
  - (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder; and
  - (d) to words applied in the plural shall be deemed to have been used in the singular, and vice versa; and the masculine shall include the feminine and neuter, and vice versa.
315. All funding provided to First Nations, FNCFS Service Providers, COO, and NAN pursuant to this Final Agreement shall be provided as a transfer payment and in accordance with the Policy on Transfer Payments, the Directive on Transfer Payments, and the Terms and Conditions of the FNCFS Program, as set out in Appendix 8 and revised from time to time in the manner outlined in paragraph 320. For greater clarity, it shall be a requirement of such funding that First Nations and FNCFS Agencies complete the planning and reporting requirements set out in paragraphs 45, 78, 85, 108 and 111(b) of this Final

Agreement and the Terms and Conditions of the FNCFS Program. For greater clarity, all funding provided to COO and NAN, except for funding provided under paragraph 128, shall be subject to a work plan submitted at the beginning of each fiscal year and a report submitted at the end of the fiscal year on funding spent in that year relative to the year's work plan.

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

317. This Final Agreement may be signed electronically and in counterpart.

### **PART XXVIII – APPENDICES**

318. No term of this Final Agreement can be amended except as provided for in paragraph 312. However, certain appendices to this Final Agreement may be revised in accordance with this Part, except where a revision to those appendices would have the effect of amending this Final Agreement, being inconsistent with its terms, or significantly departing from the principles and purposes therein.

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

- (a) Appendix 3: Program Assessment Timelines;
- (b) Appendix 4: First Nations Planning Template;
- (c) Appendix 5: Agency Accountability Co-Development Planning Template;
- (d) Appendix 6: Reformed FNCFS Program Schedules for Contribution Funding Agreements; and
- (e) Appendix 10: Remoteness Quotient Adjustment Factor (RQAF) Methodology.

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

- (a) Appendix 2: Performance Measurement Indicators and Outcomes Chart; and
- (b) Appendix 8: First Nations Child and Family Services Terms and Conditions

*[Remainder of page intentionally left blank; signature page follows]*



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

AS BETWEEN:

**CHIEFS OF ONTARIO**

- and -

**NISHNAWBE ASKI NATION**

- and -

**HIS MAJESTY THE KING IN RIGHT OF CANADA**


**As represented by the Minister of Indigenous Services**

The Parties have signed this Agreement this 26<sup>th</sup> day of February 2025.

**FOR CHIEFS OF ONTARIO**

  
\_\_\_\_\_  
Ontario Regional Chief Abram Benedict

**FOR NISHNAWBE ASKI NATION**

  
\_\_\_\_\_  
Grand Chief Alvin Fiddler

**FOR HIS MAJESTY THE KING IN RIGHT OF CANADA**

  
\_\_\_\_\_  
The Honourable Patty Hajdu, Minister of Indigenous Services

## **APPENDICES**

1. Financial Chart
2. Performance Measurement Indicators and Outcomes Chart
3. Program Assessment Timelines
4. First Nations Planning Template
5. Agency Accountability Co-Development Planning Template
6. Reformed FNCFS Program Schedules for Contribution Funding Agreements
7. Ontario Reform Implementation Committee Terms of Reference
8. First Nations Child and Family Services Terms and Conditions
9. Housing Funding Allocation Example
10. Remoteness Quotient Adjustment Factor (RQAF) Methodology
11. Funding and Administration of Capital Commitments
12. Modifications if the Effective Date is after March 31, 2026

## Appendix 1: Financial Chart

<b>COST CATEGORIES</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>	<b>2028-29</b>	<b>2029-30</b>	<b>2030-31</b>	<b>2031-32</b>	<b>2032-33</b>	<b>2033-34</b>	<b>9 YEAR TOTAL (2025-26 - 2033-34)</b>
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	<b>2,023,792,311</b>
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	<b>121,427,538</b>
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	<b>101,189,614</b>
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	<b>40,475,848</b>
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	<b>50,873,367</b>
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	<b>2,513,486,659</b>
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	<b>838,562,146</b>
REMOVEDNESS ADJUSTMENT	166,557,686	181,149,597	185,833,227	192,887,095	192,877,288	192,866,306	192,716,534	192,445,513	192,265,081	<b>1,689,598,327</b>
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	<b>454,956,387</b>
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	<b>328,234,214</b>
POST-MAJORITY AWARENESS INITIATIVE	200,000	600,000	750,000	600,000	275,000	275,000	275,000	275,000	125,000	<b>3,375,000</b>
HOUSING	82,146,086	87,022,339	89,197,893	0	0	0	0	0	0	<b>258,366,318</b>
<b>SUBTOTAL</b>	<b>874,914,200</b>	<b>1,000,179,137</b>	<b>1,025,586,236</b>	<b>946,481,922</b>	<b>913,432,658</b>	<b>914,603,922</b>	<b>915,628,341</b>	<b>916,348,337</b>	<b>917,162,981</b>	<b>8,424,337,729</b>
						3,887,661,965				
<b>GOVERNANCE AND RELATED COMPONENTS</b>										
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	<b>17,369,094</b>
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	<b>13,500,000</b>
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	<b>13,500,000</b>
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	<b>17,578,457</b>
Dispute Resolution	524,485	6,890,627	3,445,313	2,296,876	0	0	0	0	0	<b>13,157,300</b>
<b>SUBTOTAL</b>	<b>6,532,719</b>	<b>13,105,335</b>	<b>10,827,708</b>	<b>10,034,708</b>	<b>6,322,326</b>	<b>6,359,643</b>	<b>6,397,706</b>	<b>7,625,052</b>	<b>7,899,655</b>	<b>75,104,851</b>
<b>GRAND TOTAL</b>	<b>881,446,919</b>	<b>1,013,284,472</b>	<b>1,036,413,944</b>	<b>956,516,630</b>	<b>919,754,984</b>	<b>920,963,565</b>	<b>922,026,047</b>	<b>923,973,389</b>	<b>925,062,636</b>	<b>8,499,442,580</b>

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.

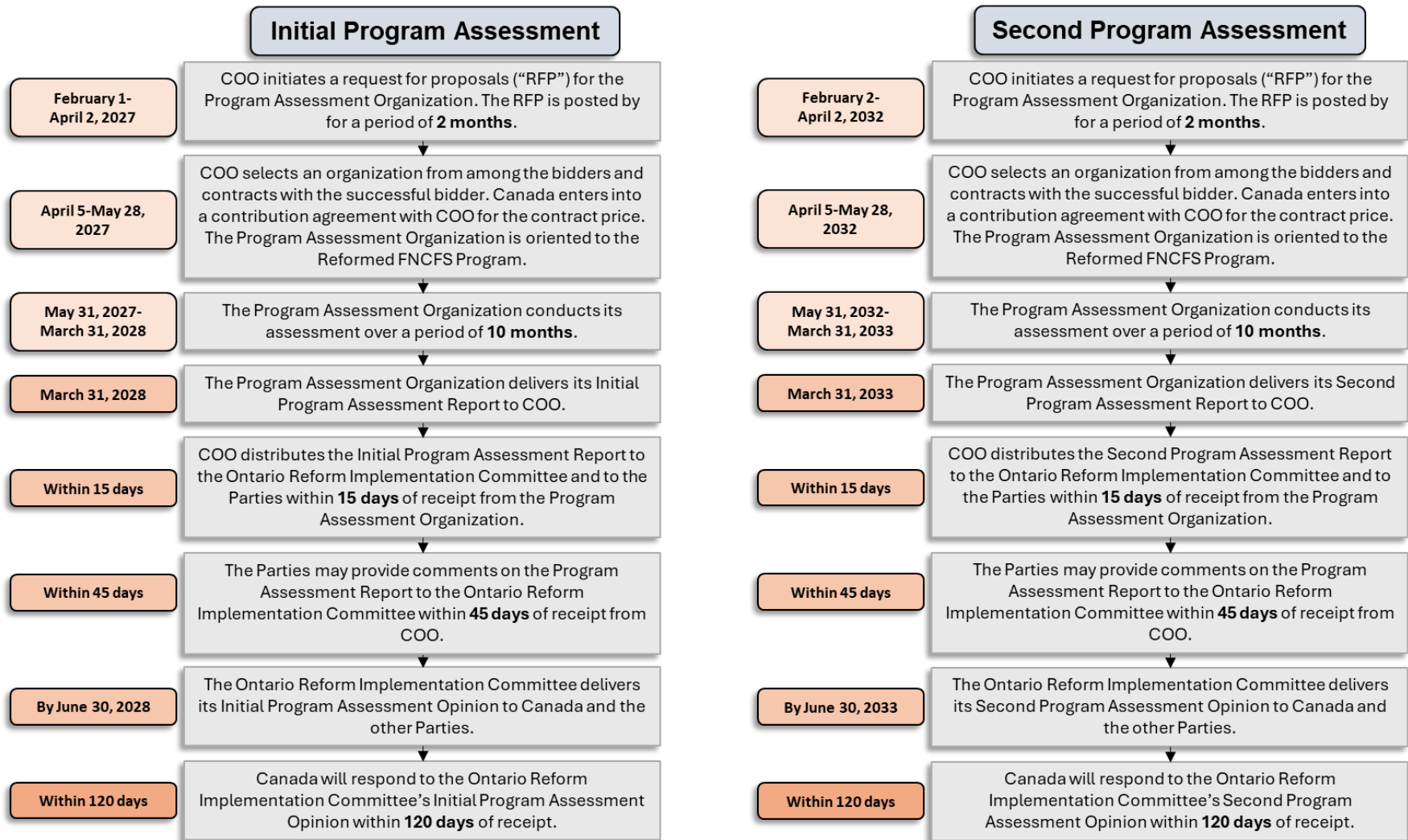
Outcomes and indicators may evolve as part of the implementation of the Reformed FNCFS Program. As a starting point, the following indicators will be used to measure the performance of the Reformed FNCFS Program.

<b>Outcomes</b>	<b>Indicators</b>	<b>Data Provider (data to be used by ISC to calculate percentages and averages of indicators)</b>
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"> <li>• key child and family well-being priorities</li> <li>• service priorities for the planning period</li> <li>• strategic priorities for the planning period</li> </ul>

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	
<b>Planning Period:</b> 2026-27 to 2028-2029	<b>Update for</b> (insert fiscal year):
ORGANIZATION INFORMATION	
<b>FNCFS Agency Name:</b>	<b>FNCFS Agreement Number:</b>
<b>Recipient Contact Name:</b>	<b>First Nation(s) Served:</b>
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"> <li>• circumstances affecting the well-being of children, youth, young adults and families, as well as the delivery of services</li> <li>• key child and family well-being priorities</li> <li>• child and family service priorities</li> </ul>	

## COLLABORATION WITH FIRST NATIONS

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

Topics must include:

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

## AGENCY PLAN SUMMARY

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

- vision, priority, key operational and service initiatives
- service needs on which the agency will focus during the planning period
- governance structure, full-time staff qualifications, salary grid
- linkages and alignment with First Nations' service initiatives

- potential risks identified
- strategies to manage financial, operational, governance or other risks
- budget considerations and usage

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

Timeframe		Budget (Source and Amount)	
Desired Outcome		Indicators	1) ...

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



COMMUNITY-WELLNESS REPORTING INDICATORS	
Optional Additional Well-being Indicators	Goals and Targets
List additional well-being indicators co-developed with affiliated First Nations	

FINANCIAL FORECAST			
Funding Component	FY 2026-2027	FY 2027-2028	FY 2028-2029
	Planned Expenditures	Planned Expenditures	Planned Expenditures
• Baseline (i.e., maintenance and operations)			
• Prevention (applicable if the FNCFS Agency is receiving prevention funding)			
• Post-Majority Support Services (applicable if post-majority support services funding is provided to the FNCFS Agency by its affiliated First Nations)			

UNEXPENDED FUNDING PLAN (if applicable)

Total Amount of Unexpended FNCFS Program Funds to March 31, 2026: \$

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

## SIGNATURES

FNCFS Agency Declaration and Signature:

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

Name	Title/Position	Signature(s)	Date

First Nation Declaration and Signatures:

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

Name	Title/Position	Signature(s)	Date

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

## **Appendix 6: Reformed FNCFS Program Schedules for Contribution Funding Agreements**

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

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

- **Reallocation** – The FNCFS Funding Mechanism permits reallocation of FNCFS funding within the various streams of the Reformed FNCFS Program, with the following exceptions:
  - **Prevention funding for FNCFS Agencies** – Reallocation of prevention funding to protection is not permitted, except to fund least disruptive measures.
  - **Capital projects** – Reallocation of funding provided for capital projects is only permitted upon submission of a plan and its approval by ISC.
- **Carry-forward** – The FNCFS Funding Mechanism permits the carry-forward of unexpended FNCFS funding to the following fiscal year to ensure any unspent funds remain available to support the delivery of services funded by the Reformed FNCFS Program. ISC will align the duration of funding agreements to the greatest extent possible to the 9-year duration of the Final Agreement, with the funding for the initial funding period added upon initial implementation, and the funding for the second funding period following completion of the Initial Program Assessment. Carry-forward is permitted until the end date of the agreement, which may be extended prior to its expiry should the First Nation or FNCFS Service Provider identify a longer duration in its annual unexpended funding plan.

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

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

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

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

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

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

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

**Funding under the FNCFS Funding Mechanism**

- 1.1 [/:Name] may only expend Funding under the FNCFS Funding Mechanism:
- a. for each of the Activities for which it is allocated in Schedule 3 [Schedule 4 for First Nation agreements] under the heading FNCFS Funding Mechanism or reallocated in accordance with this section; and
  - b. in accordance with the terms and conditions of this Agreement for those Activities, including those set out in the Delivery Requirements.
- 1.2 Subject to Schedule 4 [This cross-reference only required in FNCFS Agency model], [/:Name] may reallocate any Funding under the FNCFS Funding Mechanism as follows, provided that all Activities, funded by Funding under the FNCFS Funding Mechanism, are delivered in that Fiscal Year:
- a. funding other than FNCFS capital project funding may be reallocated among any Activities listed under the FNCFS Funding Mechanism according to Schedule 3 [Schedule 4 for First Nation agreements];
  - b. FNCFS capital project funding may be reallocated only as per a plan submitted to and approved by Canada.
- 1.3 Subject to paragraph 30.2(c) [paragraph 20.2 for First Nation agreements] of the main body of this Agreement, if at the end of a Fiscal Year [/:Name] has not expended all Funding under the FNCFS Funding Mechanism for that Fiscal Year, [/:Name] may retain the unspent amount for expenditure in the following Fiscal Year where [/:Name]:
- a. expends the unexpended Funding under the FNCFS Funding Mechanism:
    - i. for purposes consistent with the Activities funded by Funding under the FNCFS Funding Mechanism; and
    - ii. in accordance with the plan for unexpended funding included in [/:Name]'s annual report on their Child and Community Wellbeing Plan [FNCFS Multi-Year Plan for First Nation agreements] accepted by Canada;
  - b. expends the unexpended Funding under the FNCFS Funding Mechanism before the expiry or termination of this Agreement, including any extensions to this Agreement; and
  - c. reports on its expenditure of the unexpended Funding under the FNCFS Funding Mechanism in accordance with the *Reporting Guide* and Reformed FNCFS Program guidance.

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

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

**7. Definitions**

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

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

“Ontario FNCFS Data Secretariat” means the entity selected or established by the Chiefs of Ontario and Nishnawbe Aski Nation to support data collection and synthesis with respect to First Nations child and family services in Ontario.

“Ontario Reform Implementation Committee” means the committee established to oversee the implementation of the Reformed FNCFS Program.

**8. Purpose and Application**

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

**9. Delivery Requirements for FNCFS Activities**

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

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

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

## 10. Accountability to First Nations

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

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

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

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



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

10.5 [/:Name] shall report annually to the First Nation(s) it serves and to the Ontario FNCFS Data Secretariat on the following indicators with respect to children placed in out-of-home care, as funded by the Reformed FNCFS Program and as outlined in Reformed FNCFS Program guidance:

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

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

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

## **11. Adjustments to Funding**

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

- a. notifies Canada in writing that it intends to transition to an entity other than [/:Name] for the delivery of protection services,
- b. notifies Canada in writing that ISC is to change the allocation between the First Nation and [/:Name] of the prevention funding attributable to the First Nation, or
- c. begins to be funded to exercise jurisdiction in the delivery of some or all aspects of child and family services pursuant to a self-government agreement, a treaty arrangement, a coordination agreement under *An Act respecting First Nations, Inuit*

*and Métis children, youth and families, S.C. 2019, c. 24*, or an alternative federal jurisdictional and funding process,

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

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

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

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

## **Appendix 7: Ontario Reform Implementation Committee Terms of Reference**

### **1. Establishment, Purpose, and Term**

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

### **2. Recommending Power**

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

### **3. Membership**

- 3.1 The Committee shall consist of eight (8) members (each, a “**Member**”) as identified in Part XIV – A. Ontario Reform Implementation Committee of this Final Agreement.
- 3.2 A Member appointed by a Party may be removed at any time by the Party that appointed said Member. A Party shall provide the Committee with reasonable notice of its intention to remove its appointed Member in accordance with this section. The Party shall also provide the Committee with confirmation of its replacement Member.

- 3.3 An at-large Member may be removed at any time by the Ontario Chiefs-in-Assembly.
- 3.4 Any Member may be removed at any time by agreement of at least six Members, notwithstanding paragraph 4.5.
- 3.5 In the event of a vacancy of a Party's Member due to resignation, removal or inability to serve, the Party who appointed that Member shall appoint a replacement Member as soon as reasonably possible and the replacement Member shall serve for the remainder of the term of the Party's incumbent Member.
- 3.6 In the event of a vacancy from among the at-large Members, the COO Leadership Council may appoint an at-large Member to serve on an interim basis until the Ontario Chiefs-in-Assembly appoints a replacement at-large Member.
- 3.7 Members appointed in the Initial Funding Period shall serve from the date of appointment until March 31, 2029. Members appointed in the Second Funding Period shall serve from the date of appointment until March 31, 2034. The above is subject to a Member being removed pursuant to paragraph 3.2, 3.3 or 3.4 or the Member indicating that they are unwilling or unable to continue as a Member. Members appointed in the Initial Funding Period may be reappointed in the Second Funding Period.
- 3.8 Each Member will execute the confidentiality agreement appended to these Terms of Reference as **Schedule A** prior to being appointed as a Member.

*Chair of the Committee*

- 3.9 The Committee shall have one (1) Chair (the "**Chair**") with additional responsibilities in organizing the affairs of the Committee. The responsibilities of the Chair are described in 6.3.
- 3.10 The Chair shall be selected by agreement of at least six (6) Members, notwithstanding paragraph 4.5.
- 3.11 The Chair's term shall be one (1) year. The Chair may be removed at any earlier time by agreement of at least six (6) Members, notwithstanding paragraph 4.5. Following expiry of the Chair's term or the Chair's indication that they are unwilling or unable to continue as the Chair, a subsequent Chair shall be selected. For clarity, a Chair may serve more than one (1) term.
- 3.12 The Chair will retain their vote as a Member of the Committee.
- 3.13 The Chair shall designate a Member as a Vice Chair. If the Chair is temporarily unable to carry out their responsibilities, the Vice Chair shall carry out those responsibilities during that temporary period.

## 4. Meetings

- 4.1 The Committee shall meet monthly, either in-person or virtually, unless the Committee determines that more or less frequent meetings are required. Members shall have the option of virtual attendance in all Committee meeting organized as in-person meetings.
- 4.2 The Administrative Team (defined below) shall provide notice to all Members regarding the date, time, and location of a Committee meeting at least two (2) weeks prior to such meeting. The notice period may be shortened to address circumstances which require less notice, as determined by the Chair, except where the Committee meeting will include a vote on any of the following, in which case the notice shall clearly communicate to Members that such a vote will take place:
  - (a) advice to COO on the selection of the Program Assessment Organization;
  - (b) a Program Assessment Opinion to be provided to Canada;
  - (c) an appointment to the Technical Advisory Committee or the terms of reference for the Technical Advisory Committee; or
  - (d) the content of the annual report on implementation of the Final Agreement.
- 4.3 Where possible, the Chair shall be responsible for ensuring that meeting materials are provided to all Members at least one (1) week prior to the scheduled meeting to which the materials are relevant. Meeting records and other materials that result from a Committee meeting shall be provided to all Members within two (2) weeks following the meeting.
- 4.4 A quorum at a Committee meeting shall be met with the attendance of at least five (5) Members or alternate Members.
- 4.5 Decisions by the Members shall be made by consensus. If consensus is not possible, decisions will be put to a vote and will be considered adopted if a simple majority of Members vote in favour at a duly convened meeting where there is quorum. In the event of a tie, decisions will be deferred to the next subsequent meeting of the Committee for reconsideration. Should the tie persist, the matter will be considered defeated.
- 4.6 Records of decision made by the Committee shall be public.
- 4.7 A decision made by the Committee does not necessarily reflect the view of any one Member or Party.
- 4.8 A Member may designate an alternate to attend any Committee meeting. For clarity, a Member's alternate need not be the same person at each Committee meeting. An alternate shall have all the rights and privileges of the Member at the Committee meetings that the alternate attends, except that the alternate shall not be entitled to vote on:
  - (a) advice to COO on the selection of the Program Assessment Organization;

- (b) a Program Assessment Opinion to be provided to Canada;
- (c) an appointment to the Technical Advisory Committee or the terms of reference for the Technical Advisory Committee; or
- (d) the content of the annual report on implementation of the Final Agreement.

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

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

4.10 Notwithstanding paragraph 4.9, if a Member intends to bring legal counsel to a Committee meeting, the Member must give notice to all Members one week in advance of the meeting. All other Members shall each be entitled to invite one (1) legal counsel to the meeting.

## 5. Administrative Team

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

## 6. Responsibilities

6.1 The responsibilities of the Committee include:

- (a) Overseeing and monitoring the implementation of the Reformed FNCFS Funding Approach in Ontario and recommending adjustments to the Reformed FNCFS Program in Ontario to Canada as provided for in the Final Agreement;
- (b) Advising on the selection of and supporting the work of the Program Assessment Organization;
- (c) Receiving and reviewing Program Assessment Reports from the Program Assessment Organization, preparing Program Assessment Opinions and

executive summaries, and providing Program Assessment Opinions and executive summaries to the Parties and the public;

- (d) Advising on the development of guidance documents to support First Nations and FNCFS Service Providers in seeking capital funding;
- (e) Receiving reports from the Ontario FNCFS Data Secretariat in relation to the implementation and efficacy of the Reformed FNCFS Program;
- (f) Receiving reports from the NAN-Canada Remoteness Quotient Table;
- (g) Receiving regular updates from the NAN-Canada Remoteness Quotient Table on research with Statistics Canada to improve measurement of the remoteness of communities connected to the main road network by ferry;
- (h) Receiving reports from ISC on the compliance of FNCFS Agencies with their funding agreements, including compliance with child and community wellbeing plans;
- (i) Jointly developing with ISC cultural humility training for ISC employees that support implementation of this Final Agreement.
- (j) Establishing a Systemic Review Committee as a subcommittee and establishing its terms of reference;
- (k) Receiving advice from the Systemic Review Committee of any trends of concern it finds and recommendations to address and remedy any of its findings;
- (l) Establishing a Technical Advisory Committee as a subcommittee and establishing its terms of reference;
- (m) Receiving technical advice from the Technical Advisory Committee on implementation of the Reformed FNCFS Program; and
- (n) Publishing an annual report on the progress of the implementation of this Final Agreement to be made available to the public, which will be provided to the Parties prior to being released to the public.

#### 6.2 The responsibilities of the Members include:

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

#### 6.3 The responsibilities of the Chair include:



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

6.4 The Administrative Team's responsibilities include:

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

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

## **7. Other Matters**

- 7.1 These Terms of Reference complement the provisions of the Final Agreement on the mandate, membership and other aspects of the Committee. If there is a conflict between these Terms of Reference and the Final Agreement, the Final Agreement shall prevail.
- 7.2 Additional operational protocols or guidance may be developed by the Committee, as appropriate. If there is a conflict between an additional protocol or guidance and these Terms of Reference, the Terms of Reference shall prevail.
- 7.3 The Terms of Reference may be amended at any time on the unanimous agreement of the Parties.

**SCHEDULE A**

**CONFIDENTIALITY AGREEMENT**

**MEMBERS AND ATTENDEES OF THE REFORM IMPLEMENTATION COMMITTEE**

**WHEREAS** the Chiefs of Ontario, Nishnawbe Aski Nation, and Canada (the “**Parties**”) entered into an agreement that resolves all outstanding issues in the *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada File No. T1340/7008* proceedings related to the reform of the FNCFS Program in Ontario, resulting in the Final Agreement on the Long-Term Reform of the FNCFS Program in Ontario dated February 26, 2025, and the related order, **XX**;

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

**NOW THEREFORE**, the below signatories hereby agree as follows:

1. This Confidentiality Agreement reflects the requirements of the Parties to the Final Agreement on the Long-term Reform of the FNCFS Program in Ontario and the ongoing commitments of Members and Attendees to confidentiality.
2. The content of the discussions of the Ontario Reform Implementation Committee or information shared during its meetings, including but not limited to any proposals, documents, and/or suggestions, shall be kept confidential.
3. Members and Attendees shall not share any information or content obtained during meetings of the Ontario Reform Implementation Committee or related discussions with the public, third parties, or the media. Without limiting the generality of this provision, this includes the dissemination of information by way of live streaming, social media, electronic means, or by way of the physical sharing of documents.
4. Members are permitted to share information with their political leaders, officials, technical staff and advisors, and such other persons as agreed upon by the Committee, to the extent necessary to fulfill the mandate of the Ontario Reform Implementation Committee and keep those individuals informed of the progress in implementing the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario. These additional people must be made aware of and agree to abide by the provisions of this Confidentiality Agreement.

5. Members and Attendees are free to publicly share their own aspirational views on the long-term reform of the FNCFS Program in Ontario, provided that nothing is shared in relation to the discussions, meetings, decisions, or other interactions of the Ontario Reform Implementation Committee.
6. Members and Attendees shall promptly return any information provided to them in the context of their role as a Member or attendee upon request of the Parties, upon their replacement, or upon the termination of their participation.
7. Members and Attendees shall keep all information or documents in their control and possession secure, accept full responsibility for the confidentiality of the information, and take every reasonable step to prevent unauthorized persons from examining and/or copying this information.
8. The terms of this Confidentiality Agreement survive the termination of each Member's membership and each Attendee's participation.

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

Signatories:

Date:

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Name:

Date:

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Name:

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Name:

## **Appendix 8: First Nations Child and Family Services Terms and Conditions**

This document presents the amendments to FNCFS Terms and Conditions that will be made to support the implementation of the Ontario Final Agreement. The inclusion of Appendix A: Reformed FNCFS Program in Ontario as well as the underlined and highlighted amendments in the national Terms and Conditions will be implemented on the Effective Date of the Ontario Final Agreement. Note these changes are presented against updated FNCFS Terms and Conditions (effective April 1, 2025).

# **FNCFS Terms and Conditions: Contributions to provide children, youth, young adults, families and communities, with prevention and protection services**

## **Table of contents**

- [Context](#)
- [1. Introduction](#)
- [2. Authority](#)
- [3. Purpose, objective and outcomes](#)
  - [3.1 Purpose](#)
  - [3.2 Objective](#)
  - [3.3 Outcomes](#)
- [4. Eligible FNCFS funding recipients](#)
- [5. Eligible program activities](#)
  - [5.1 Protection: Child protection, guardianship and support](#)
  - [5.2 Maintenance and care](#)
  - [5.3 Prevention](#)
  - [5.4 Post-majority support services](#)
  - [5.5 First Nation Representative Services](#)
  - [5.6 Supporting initiatives](#)
- [6. Eligible expenditures](#)
  - [6.1 Protection](#)
  - [6.2 Maintenance and care](#)
  - [6.3 Prevention](#)
  - [6.4 Post-majority support services](#)
  - [6.5 First Nation Representative Services](#)
  - [6.6 Supportive initiatives](#)
  - [6.7 Capital](#)
- [7. Application requirements and assessment criteria](#)
- [8. Method for determining the amount of funding](#)
  - [8.1 Capital assets](#)

- [8.2 First Nations and FNCFS Service Providers](#)
  - [8.3 Supporting initiatives](#)
- [9. Maximum amount payable](#)
- [10. Basis for payment](#)
- [11. Stacking limits](#)
- [12. Performance measurement and reporting](#)
  - [12.1 Performance measurement](#)
  - [12.2 Financial reporting](#)
- [13. Official languages](#)
- [14. Redistribution of contributions](#)
- [Appendix A: Reformed FNCFS Program in Ontario](#)
  - [A.1 Context](#)
  - [A.2 Program services, funding strategies and initiatives in Ontario](#)
  - [A.3 Eligible FNCFS funding recipients in Ontario](#)
  - [A.4 Type and nature of eligible expenditures in Ontario](#)
  - [A.5 Application requirements and assessment criteria in Ontario](#)
  - [A.6 Program funding in Ontario](#)
    - [A.6.1 Method for determining the amount of funding](#)
      - [A.6.1.1. Prevention services](#)
      - [A.6.1.2 Post-majority support services](#)
      - [A.6.1.3 First Nation Representative Services](#)
      - [A.6.1.4 Child protection services \(Baseline funding\)](#)
      - [A.6.1.5 Information technology funding strategy](#)
      - [A.6.1.6 Results funding strategy](#)
      - [A.6.1.7 Emergency funding strategy](#)
      - [A.6.1.8 Household support funding strategy](#)
      - [A.6.1.9 Funding adjustment](#)
      - [A.6.1.10 Supporting initiatives](#)
    - [A.6.2 Maximum amount payable](#)
    - [A.6.3 Funding mechanism approach](#)
      - [A.6.3.1 FNCFS funding mechanism \(“Flexible Funding Approach”\)](#)
      - [A.6.3.2 Fixed funding approach](#)
    - [A.6.4 Basis for payment](#)
      - [A.6.4.1 Advance and progress payments](#)
      - [A.6.4.2 Holdbacks](#)
  - [A.7 Program planning and reporting in Ontario](#)
    - [A.7.1 First Nation Multi-Year Plan](#)
    - [A.7.2 Child and Community Wellbeing Plan](#)
    - [A.7.3 FNCFS Program plan](#)
    - [A.7.4 FNCFS Unexpended Funding Plan](#)
  - [A.8 Effective date](#)

## Context

In January 2016, the Canadian Human Rights Tribunal (CHRT or Tribunal) ordered Canada to cease its discriminatory practices and reform the First Nations Child and Family Services (FNCFS) program and the 1965 Agreement with the Province of Ontario. This order, and subsequent orders, arose from a human rights complaint filed by the First Nations Child and Family Caring Society of Canada and the Assembly of First Nations in 2007. Canada accepts the orders and acknowledges that the discriminatory funding as found by the CHRT has created various adverse impacts for many First Nations children, youth and families. More details on these decisions are available online through the Canadian Human Rights Tribunal.

On February 26, 2025, Canada, the Chiefs of Ontario and Nishnawbe Aski Nation reached a Final Agreement on Long-Term Reform of the FNCFS Program in Ontario. The agreement came into effect on [Effective Date of the Ontario Final Agreement] following approval by the CHRT. The agreement supersedes and replaces all CHRT orders relating to the FNCFS Program in Ontario. Appendix A to these terms and conditions supports the implementation of the Reformed FNCFS Program in Ontario.

Outside of Ontario, these terms and conditions continue to improve aspects of the program that were determined by the Tribunal to be discriminatory. These transitional terms and conditions are to support the implementation of the immediate measures toward reform of the child and family services program.

Outside of Ontario, where there are inconsistencies between these terms and conditions and the Canadian Human Rights Tribunal decisions or decisions by any other Canadian court, in the context of the *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (T1340/7008)* matter, the orders prevail and Canada will amend these terms and conditions to comply with the applicable orders. The changes also support the broader reform of the program to address discrimination identified by the Tribunal (2016 CHRT 2) which focused on addressing the real needs of First Nations children, youth and families living on reserve or in Yukon and preventing the perpetuation of historical disadvantage.

Canada is committed to a child and family services program that promotes culturally-based and substantively equitable funding to support interventions to ensure the well-being and continuity of family, community and that cultural connections are preserved for First Nations children, including those in alternate care.

The intention is that these terms and conditions are consistent with the United Nations Convention on the Rights of the Child (UNCRC). Changes to the FNCFS Program emphasize that children and family well-being, including, the safety and best interest of child(ren) are paramount and that cultural and linguistic connections should be upheld.

Canada is committed to working with partners, including provinces and Yukon, to transition the program to be needs based, impartial and inclusive, child-centered, community-directed, and focused on prevention and early intervention.

**Outside of Ontario,** these Terms and Conditions are transitional in nature, and the purpose is to advance reform and help move the program toward a child, youth, young adult, family, and community focused approach to service delivery. The program intends to support the well-being of First Nations children, youth, young adults, families, and communities, and recognizes program delivery is unique and complex. A centered approach to service delivery promotes, cultural safety, reunification, repatriation, interconnectedness and seeks to prevent separating a child or youth from their family, wherever possible, while ensuring supports are in place that enable children, youth, young adults and families to thrive. Prevention programming enriches options to enhance protective factors and promote positive outcomes.

## 1. Introduction

The First Nations Child and Family Services (FNCFS) program oversees, administers and provides contribution funding for the ongoing provision of culturally appropriate prevention, including early intervention, and legislated protection services, including least disruptive measures, to respond to children at risk of harm or maltreatment, support family preservation and well-being, including cultural and linguistic connections for First Nations children, youth and families ordinarily resident on reserve or in Yukon. Canada recognizes the need for culturally-appropriate child and family services that would speak to the unique needs and circumstances of First Nations children and families, as defined by First Nations.

As of January 1, 2020, child and family services provided to Indigenous children must be delivered in accordance with the national principles and minimum standards set in [\*An Act respecting First Nations, Inuit and Métis children, youth and families\*](#) (The Act). The Act's national principles of substantive equality, cultural continuity, and the best interests of the child have been established to help guide the provision of Indigenous child and family services while supporting Indigenous groups and communities should they choose to transition toward exercising partial or full child and family services jurisdiction at a pace and time that they choose. Until an Indigenous group, community or people exercises jurisdiction utilizing the framework of the Act, agreements related to existing service providers remain valid unless the Indigenous groups and service provider concerned decide otherwise.

As of April 1st, 2022, the FNCFS Program funds post-majority support services to youth ageing out of care and young adults who were formerly in alternative care up to their 26<sup>th</sup> 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
<b>FNCFS Program services</b>	
Child Protection Services (child protection, least disruptive measures, guardianship and support and maintenance and care)	<ul style="list-style-type: none"> <li>• FNCFS agency</li> <li>• First Nation Service Provider, pursuant to applicable child and family legislation</li> <li>• Provincial and Yukon Governments</li> </ul>
Prevention services	<ul style="list-style-type: none"> <li>• First Nation</li> <li>• FNCFS agency</li> <li>• First Nation Service Provider, if requested by the First Nation(s)</li> </ul>

Post-majority support services	<ul style="list-style-type: none"> <li>• First Nation</li> <li>• FNCFS agency</li> <li>• First Nation Service Provider, if requested by the First Nation(s)</li> </ul>
First Nation Representative Services	<ul style="list-style-type: none"> <li>• First Nation</li> <li>• First Nation Service Provider, if requested by the First Nation(s)</li> <li>• FNCFS agency, if requested by the First Nation</li> </ul>
<b>Other FNCFS Program initiatives</b>	
Supporting initiatives	<ul style="list-style-type: none"> <li>• First Nation</li> <li>• FNCFS Service Provider</li> <li>• National, regional and local organizations</li> </ul>

## 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.<sup>1</sup>

First Nation Representative Services will be funded in accordance with the applicable guide. Funding is intended to account for First Nation-derived FNRS

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

mandates, the cultural needs of a child; and the need for First Nations to participate in the development a child's plan of care.

Eligible activities may include:

- serving as the main liaison, on behalf of families and communities, between First Nations and a FNCFS service provider
- providing cultural training and advice to FNCFS stakeholders
- delivering and supervising customary care
- monitoring custody agreements with FNCFS service providers; securing access to legal resources
- attending and participating in court proceedings
- receiving and responding to notices under federal and provincial legislation
- adoption, customary adoption and other forms of permanency planning
- ensuring that the cultural needs of a child are being addressed by a FNCFS service provider; and participating in the development a child's plan of care

## 5.6 Supporting initiatives

Supporting initiatives align with the purpose and objectives of the FNCFS Program outlined in Section 3, and include activities to support and inform the implementation of the FNCFS Program.

- Promoting of the governance of and access to evidence-based data and tools to support and inform the delivery of FNCFS programming.
- Developing and designing supports and structures to support the purpose and objective of the FNCFS Program, as outlined in Section 3.

## 6. Eligible expenditures

The following section does not apply in Ontario. Eligible expenditures under the Reformed FNCFS Program in Ontario are outlined in Appendix A, Section A.4.

### 6.1 Protection

Protective child and family services must be delivered in accordance with applicable legislation and standards, and are funded accordingly. Eligible expenditures are considered the costs necessary to operate, deliver and support the provision of child and family services and activities in the best interests of the child and in accordance with substantive equality outlined in Section 5.

Eligible expenditures include:

- staff salaries and benefits to support the direct delivery of protection services and post majority services

- employee assistance program costs
- staff travel and transportation
- staff recruitment, training and professional development costs (training, workshops)
- costs supporting orientation and training of local committees
- costs to support board and committee operations
- honoraria for Elders and Knowledge Keepers
- interpretation costs including cultural and First Nations language supports to ensure the delivery of culturally appropriate services
- paraprofessional and professional fees
- legal fees associated to child and family services, or other legal fora
- costs related to supervision orders
- after hours and crisis intervention supports
- placement development such as recruiting, assessing, training, supporting, monitoring and evaluating care providers
- costs to support the governance and central administration functions (administrative overhead and costs) such as office lease, computer and IT, utilities, insurance and janitorial and ground maintenance services to support the delivery of services
- maintenance such as general repairs, painting, plumbing, electrical
- professional dues and subscriptions, licenses, memberships, insurance fees, etc.
- costs related to development or purchase, implementation and evaluation of client information management and technology systems, data collection, data management and analysis
- costs to support the development and implementation, audits, monitoring, program evaluation
- provisions to ensure privacy, security and proper management of records
- incorporation costs and incorporation reporting costs including annual general meetings

## **6.2 Maintenance and care**

Maintenance and care expenditures are the direct costs of placing First Nations children into temporary or permanent care out of the parental home, including foster care rates and group home rates. Eligible expenditures support services delivered in accordance with the applicable legislation and standards, and are funded accordingly.

Eligible expenditures include:

- allowance for assessment
- placement development costs, such as recruiting, assessing, training, supporting, monitoring and evaluating care providers
- direct costs and supports related to a child's care plan
- costs to support children in alternative care

- purchases on behalf of children in care
- special needs assessment and testing costs
- non-medical services to children with behavioural problems
- non-medical, limited-duration services
- direct costs for a child to support services not covered by FNIHB or other federal or provincial programs
- other provincially approved, professional services and costs, including child representation and associated legal fees, where funding from other sources was not and will not be received in whole or in part to cover the costs
- costs to support the establishment and maintenance of Registered Education Saving Programs when necessary to comply with provincial legislation or policy
- costs to support formal customary care and adoption
- post-adoption subsidies and supports
- costs to support the provision of child custody or guardianship
- costs to support activities to meet the needs of children in care, including land-based or cultural activities and equipment
- costs to support the reunification of children and youth in care with families on reserve or in Yukon
- costs related to family preservation, cultural and linguistic connections and supports to ensure the provision of inclusive and impartial child and family services including needs related to disability, sexual orientation, gender diversity and other characteristics protected by law

### **6.3 Prevention**

Eligible expenditures include:

- salary & benefits to support the delivery of prevention services
- costs related to supporting recruitment, training or professional development of prevention workers
- honorariums for Elders and Knowledge Keepers
- professional and paraprofessional services and professional fees
- professional dues and subscriptions, licenses, memberships, etc.
- general program delivery costs
- non-medical travel costs and accommodations to support the delivery of services
- court related costs for families
- travel or other costs, including addictions treatment to support the reunification and repatriation of children or youth in care or formerly in care with families on reserve or in Yukon
- costs to support governance and the central administration functions (administrative overhead and costs) such as office lease, computer and IT, utilities, insurance and janitorial and ground maintenance services to support the delivery of prevention services

- program costs and assistance to support specific needs for children, youth, and families at risk of becoming involved with the child and family services system and those already involved in the child and family services system:
  - episodic or emergency supports to assist caregivers in meeting children's and caregivers' basic needs
  - assistance for children and families to support and facilitate the maintenance and enhancement of community connections by coordinating access to culture and language programs, including one-on-one assistance to strengthen families
  - costs supporting an extension of services for youth transitioning out of the child welfare system to adulthood that are complementary to, and not covered under the provincial or territorial legislation
  - costs and supports to ensure impartial provision of child and family services for persons with distinct identities and characteristics protected by law such as persons with disabilities or 2SLGBTQIA+ people

#### **6.4 Post-majority support services**

Eligible expenditures include:

- staff salaries and benefits to support the direct delivery of post majority care services
- employee assistance program costs
- staff travel and transportation
- staff recruitment, training and professional development costs (training, workshops)
- costs to support the central administration functions (administrative overhead and costs) such as office lease, computer and IT, utilities, insurance and janitorial and ground maintenance services to support the delivery of services
- maintenance such as general repairs, painting, plumbing, minor electrical
- interpretation costs including cultural and First Nations language supports to ensure the delivery of culturally appropriate services
- legal fees associated to child and family services, or other legal fora
- after hours and crisis intervention supports
- professional dues and subscriptions, licenses, memberships, insurance fees, etc.
- costs related to development or purchase, implementation and evaluation of client information management and technology systems, data collection, data management and analysis
- costs to support the development and implementation, audits, monitoring, program evaluation
- provisions to ensure privacy, security and proper management of records

- incorporation costs and incorporation reporting costs including annual general meetings
- costs to support eligible First Nations young adults transition into adulthood and independence, housing assistance, health and wellness activities and supports, life skills development, education activities or assistance, community and cultural (re)connection and assistance to establish family and social relationships and self-care supports

## **6.5 First Nation Representative Services**

Eligible expenditures include:

- salaries, benefits, and costs to support the delivery of services
- human resources recruitment, training or professional development including daily honorariums for Elders and Knowledge Keepers
- paraprofessional and professional fees (such as legal services, professional dues and subscriptions, licenses, memberships, etc.)
- general program delivery costs such as non-medical travel costs, accommodations, transportation, or meals for First Nations Representatives to support the delivery of services
- program delivery costs and family support services including supporting specific needs for children, youth, and families at risk of becoming involved with the child and family services system and those already involved in the child and family services system. These include the following:
  - episodic or emergency supports to assist caregivers in meeting children's and caregiver's basic needs (child essentials of life such as food, diapers, clothing, cleaning or hygiene supplies, bedding and towels, children's furniture, car seats, etc.)
  - supports to caregivers involved with FNCFS service providers or Provincial/Yukon Child and Family Service Agencies, such as parental capacity assessments and related travel costs (when not covered by the delegated agency or FNIHB)
  - assistance for children and families to support and facilitate reunification, repatriation, maintenance and enhancement of community connections by coordinating access to culture and language programs, including one-on-one assistance to strengthen families
- overhead, administrative costs such as office rent, computer and IT, utilities, insurance to support the delivery of First Nation Representative Services

## **6.6 Supporting initiatives**

Eligible expenditures include the costs deemed necessary to support the planned activities outlined above to achieve the expected results. Eligible expenditures support project operations, organizational functions and overhead costs, including



the administration and direct costs associated to implement activities or deliver services.

Funding may be approved and provided based on funding proposals or detailed plan(s) with a funding request.

## 6.7 Capital

Capital expenditures are funded in accordance with the Tribunal's orders (2021 CHRT 41) to support infrastructure and capital required to support the delivery of child and family services (as listed in Section 5 above) to First Nations children, youth and families on reserve and in Yukon.

The [Capital Assets Guide](#) sets out eligible project costs, which could include the acquisition or new construction of a building, lot servicing, or expansion to the existing office or program space aimed to support the delivery of services. Capital project development, preliminary work and assessment leading up to the completion of the capital project are also eligible.

Regarding the purchase and sale of capital assets and buildings, the FNCFS terms and conditions are consistent with those outlined in the applicable program directive.

## 7. Application requirements and assessment criteria

**The following section does not apply in Ontario. Application requirements and assessment criteria under the Reformed FNCFS Program in Ontario are outlined in Appendix A, Section A.5.**

Before entering into a contribution agreement, ISC will confirm its authorities to enter into an agreement with the recipient and to fund the proposed activities. The departmental review procedures for verifying eligibility, entitlement, and application approval (including risk assessments) are detailed in relevant departmental program directives and procedures.

Specific requirements include:

- legal entity's name, address and telephone
- provincial delegation document or certification when applicable
- for corporations: incorporating documents (articles of incorporation or Patents Letters), by-laws
- band council resolution for each community being represented or serviced by the agency, or service provider

- disclosure of any involvement of former public servants who are subject to the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service
- funding proposals or details plans with a funding request, or
- a multi-year plan identifying community's needs, planned activities, performance measures and reporting requirements, along with evidence of consultation and collaboration with communities

## **8. Method for determining the amount of funding**

The following section does not apply in Ontario. The method for determining the amount of funding under the reformed FNCFS Program in Ontario is outlined in Appendix A, Section A.6.1.

### **8.1 Capital assets**

Eligible capital assets are funded in accordance with 2021 CHRT 41, until such time as a new funding process is developed for the program.

### **8.2 First Nations and FNCFS Service Providers**

Pursuant to 2018 CHRT 4 and 2021 CHRT 41, until a new funding methodology is developed, Canada is funding FNCFS agencies on actual costs for intake and investigation, legal fees, building repairs, the child service purchase amount, the full cost for small agencies, and the full cost of capital to support the delivery of child and family services and First Nation Representative Services under the program.

Pursuant to 2022 CHRT 8, the Tribunal amended the orders on actual costs to reflect that, as of April 1, 2022, prevention is funded at \$2,500 per person resident on reserve and in Yukon in total prevention funding in advance of the complete reform of the FNCFS Program funding formulas, policies, procedures and agreements. Canada shall fund the \$2,500 on an ongoing basis adjusted annually based on inflation and population until a reformed FNCFS Program is fully implemented.

### **8.3 Supporting initiatives**

Funding for Supporting initiatives may be approved based on the costs necessary to implement the activities and achieve the expected results, in alignment with the detailed plan(s) or proposal(s) provided.

## 9. Maximum amount payable

The following section does not apply in Ontario. The maximum amount payable under the Reformed FNCFS Program in Ontario is outlined in Appendix A, Section A.6.2.

The program's funding methodology is being reformed as per the orders from the Tribunal. While the department has a temporary exception to item 8 of Appendix E of the Directive on Transfer Payments, from an operational perspective, the maximum amount payable is currently considered to be the full eligible cost of the claim of actual eligible expenditures approved by ISC, meets the reasonableness requirements included in Section 10 (Basis for payment). Once the revised funding methodology has been established, and studies completed, the department will return to the Treasury Board with a maximum amount payable that adheres to the Policy on Transfer Payments.

## 10. Basis for payment

The following section does not apply in Ontario. The basis for payment under the Reformed FNCFS Program in Ontario is outlined in Appendix A, Section A.6.4.

Payments will be made in accordance with federal policies as reflected in the contribution agreement, including the funding approach and conditions of payment principles. The department shall offer fixed or flexible funding to Indigenous recipients, in accordance with Appendix K of the Directive on Transfer Payments.

The reasonableness of a particular cost will be established by determining whether the expense is consistent with the CHRT legal orders and was reasonable to ensure substantive equality and the provision of culturally appropriate services, given the distinct needs and circumstances of the individual child or family, and community including their cultural, historical and geographical needs and circumstances.

Notwithstanding the above, ISC will fund, as required pursuant to CHRT orders, the following expenses when eligible recipients have not already received funding through another federal program (including another program of ISC), or any provincial, territorial or municipal government funding source for that activity:

- intake and investigations services
- legal fees
- building repairs
- full eligible agency operations costs for small agencies
- child service purchase costs
- capital expenditures for the delivery of FNCFS
- post-majority support services

In accordance with the Treasury Board of Canada Secretariat's Policy on Transfer Payments, advance payments are permitted, based on a forecast cash flow provided by the recipient and supported by the community plan. Progress payments will be subject to periodic reviews of activities and expenditures reports, as specified within the contribution agreement, which will be reviewed and validated by the department. Officials will ensure that all applicable requirements are met prior to processing a payment.

Eligible recipients may be reimbursed for eligible expenditures incurred between April 1<sup>st</sup> and March 31<sup>st</sup> 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.

<b>FNCFS Program services</b>	
Prevention services	<p><b>Prevention services</b> 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"> <li>• Targeted services and activities that address structural drivers<sup>2</sup> 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.</li> <li>• Services and activities that support children and families at risk in the home and community.</li> <li>• Activities and access to programming and services that promote physical, cultural, mental and emotional safety and well-being.</li> <li>• Classes, workshops, and outreach to support family preservation and well-being.</li> <li>• Coordination efforts and referrals with other relevant federal or provincial programs to support individual, family, and community well-being.</li> <li>• Group, family, and individual interventions services or supports to promote community based prevention, family well-being, family reunification and/or preservation.</li> </ul>

<sup>2</sup> 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"> <li>• Interventions that are identified to support the child's best interests including cultural, communal and other activities to build self-esteem, resilience and healing.</li> </ul>
<p>Post-majority support services</p>	<p><b>Post-majority support services</b> 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 26<sup>th</sup> birthday or to the age as defined in provincial legislation (whichever is greater).</p> <ul style="list-style-type: none"> <li>• 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"> <li>○ learning, education and professional development opportunities,</li> <li>○ financial supports to further physical, mental &amp; social wellbeing and safe, stable, housing, such as rent, household necessities and utilities or to ensure basic needs are addressed, and</li> <li>○ (re)connection with land, culture, language and family and community.</li> </ul> </li> <li>• 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.</li> <li>• 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.</li> </ul>
<p>First Nation Representative Services</p>	<p><b>First Nation Representative Services</b> (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"> <li>• 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.</li> <li>• 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.</li> </ul>



	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Collaborative service planning and delivery with other FNCFS Service Providers.</li> <li>• 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 <a href="#">An Act respecting First Nations, Inuit and Metis children, youth and families</a>.</li> </ul>
Child protection services	<p><b>Child protection services</b> that form part of Child and Family legislation and are to be delivered in accordance with the national principles and minimum standards set in <a href="#">An Act Respecting First Nation, Inuit and Métis children, youth and families</a>, and applicable provincial or First Nation legislation, regulations, policies and standards and as outlined below.</p> <p>Child protection services are linked to an assessment of risk, conducted by personnel delegated by the provincial or First Nation child and family services legislation, to ensure identified children and youth are safe, well, healthy, and living free of harm or child maltreatment.</p> <p>Child protection services include:</p> <p><b>Maintenance and care:</b> Services associated with placing and maintaining the care of children in out-of-home or alternate care arrangements.</p> <p><b>Least disruptive measures:</b> Measures that flow from a child maltreatment assessment or investigation and are critical to safety planning for children and families involved with child and family services and include:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 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.</li> </ul> <p><b>Operations:</b> Resources used by an organization to deliver child and family services in line with provincial and First Nation legislation, regulation, and policies as well as planning activities.</p> <p>Eligible activities support:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Alternative dispute resolution services and coordination with a child and family’s network of support.</li> <li>• Legal services, child representation, or other activities related to child protection proceedings.</li> </ul>

	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Placement services including recruiting, assessing, training, educating, supporting, monitoring and evaluating alternate care providers.</li> <li>• 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.</li> <li>• Collaborative service delivery planning, implementation, evaluation and assessment with other service provider(s).</li> <li>• 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.</li> <li>• 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 <a href="#"><i>An Act Respecting First Nation, Inuit and Métis children, youth and families</i></a></li> </ul>
<b>Reformed FNCFS Program funding strategies</b>	
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.
<b>Other FNCFS Program initiatives</b>	
Supporting initiatives	<p><b>Supporting initiatives</b> support the governance and implementation of the Reformed FNCFS Program in Ontario.</p> <p>Eligible activities support:</p> <ul style="list-style-type: none"> <li>• Promotion of the governance of and access to evidence-based data and tools to support and inform the delivery of FNCFS programming.</li> </ul>

	<ul style="list-style-type: none"> <li>• Developing and designing supports and structures to support the purpose and objective including the implementation of the Reformed FNCFS Program in Ontario.</li> </ul>
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### 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.

<b>Program services, funding strategies and initiatives</b>	<b>Eligible FNCFS funding recipients</b>
<b>FNCFS Program services</b>	

Prevention services	<ul style="list-style-type: none"> <li>• First Nation</li> <li>• First Nation Service Provider, if requested by the First Nation(s)</li> <li>• FNCFS agency</li> </ul>
Post-majority support services	<ul style="list-style-type: none"> <li>• First Nation</li> <li>• First Nation Service Provider, if requested by the First Nation(s)</li> <li>• FNCFS agency, if requested by the First Nation(s)</li> </ul>
First Nation Representative Services	<ul style="list-style-type: none"> <li>• First Nation</li> <li>• First Nation Service Provider, if requested by the First Nation(s)</li> <li>• FNCFS agency, if requested by the First Nation(s)</li> </ul>
Child protection services	<ul style="list-style-type: none"> <li>• FNCFS agency</li> <li>• First Nation Service Provider (pursuant to applicable child and family legislation)</li> <li>• The Government of Ontario</li> </ul>
<b>Reformed FNCFS Program funding strategies</b>	
Information Technology Funding	<ul style="list-style-type: none"> <li>• First Nation</li> </ul>
Results Funding	<ul style="list-style-type: none"> <li>• First Nation</li> </ul>
Emergency Funding	<ul style="list-style-type: none"> <li>• First Nation</li> <li>• FNCFS agency</li> </ul>
Household Support Funding	<ul style="list-style-type: none"> <li>• First Nation</li> </ul>
<b>Other FNCFS Program initiatives</b>	
Supporting initiatives	<ul style="list-style-type: none"> <li>• First Nation</li> <li>• First Nation Service Provider</li> <li>• Regional and Local Organizations</li> </ul>

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 30<sup>th</sup> 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]<sup>3</sup>, 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).

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<sup>3</sup> As outlined in Section A.8, ISC will continue to meet its obligations until [Effective Date of the Ontario Final Agreement] for funding agreements in place, including actual costs incurred by [Effective Date of the Ontario Final Agreement] for post-majority support services, which are subject to the [FNCFS Terms and Conditions](#).

### **A.6.1.3 First Nation Representative Services**

Starting in fiscal year 2026-2027, funding will be provided to each First Nation at its highest annual amount of First Nation Representative Services funding received between fiscal year 2019-2020 to fiscal year 2023-2024. This amount will be adjusted annually for inflation and to account for the increased costs of delivering services in remote First Nations.

### **A.6.1.4 Child Protection Services (Baseline Funding)**

Starting in fiscal year 2026-2027, baseline funding will be provided to eligible FNCFS funding recipients as outlined in Section A.3, and based on:

- For FNCFS agencies, baseline funding will be based on 2022-2023 actual expenditures funded directly by ISC and incurred for intake and investigation, legal fees, and building repairs. Funding will be adjusted for population and inflation. In subsequent years, baseline funding will continue to be adjusted annually for population and inflation; and,
- For the Government of Ontario, operations and maintenance expenditures will be reimbursed for services on reserve further to the federal-provincial agreement.

### **A.6.1.5 Information Technology Funding Strategy**

Funding for information technology (IT) equals 6% of a FNCFS agency's baseline funding or the provincial baseline funding. This funding will be adjusted to account for the increased costs of delivering services in remote First Nations.

### **A.6.1.6 Results funding strategy**

Funding for results equals 5% of a FNCFS agency's baseline funding, or the provincial baseline funding. This funding will be adjusted to account for the increased costs of delivering services in remote First Nations.

### **A.6.1.7 Emergency funding strategy**

Funding for emergency equals 2% of a FNCFS agency's baseline funding or the provincial baseline funding.

For First Nation served by an FNCFS agency, funding will be shared equally with 50% being provided to the FNCFS agency and 50% proportionally allocated among the First Nations affiliated with that FNCFS agency.

First Nations not served by an FNCFS agency will receive 100% of this funding.



This funding will be adjusted to account for the increased costs of delivering services in remote First Nations.

### A.6.1.8 Household supports funding strategy

As of [Effective Date], funding for household supports will be provided to First Nations. This funding will be adjusted annually for inflation, and to account for the increased costs of delivering services in remote First Nations.

A First Nation’s household supports funding is determined using the following calculation:

$$\begin{array}{ccccccc}
 \text{The First Nation's population} & \textit{multiplied by} & \text{The percentage of the First Nation's population below the Low-Income Measure-After Tax (LIM-AT)} & \textit{divided by} & \text{The total population below the LIM-AT of all First Nations eligible to receive funding under the Reformed FNCFS Program in Ontario} & \textit{multiplied by} & \text{The Reformed FNCFS Program in Ontario's total annual funding for household supports}
 \end{array}$$

### 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"> <li><b>Remoteness adjustment funding</b></li> </ul>
<p>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.</p>
<ul style="list-style-type: none"> <li><b>Inflation</b></li> </ul>
<p>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.</p>
<ul style="list-style-type: none"> <li><b>Population</b></li> </ul>
<p>The population of a First Nation will be determined as follows:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul>

- 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.

<b>A.7.1 First Nation Multi-Year Plan</b>
Who: First Nations
<i>First Nation Multi-Year Plan</i> outlines the details regarding the implementation of activities or specific initiatives for which funding is provided for, in alignment with the FNCFS Program's Purpose and Objectives, and includes the planned expenditures for each funded services as outlined in Section 4.
<b>A.7.2 Child and Community Wellbeing Plan</b>
Who: FNCFS agencies and First Nation Service Providers
<i>Child and Community Wellbeing Plan:</i> FNCFS agencies and First Nation Service Providers will develop their plan in consultation with their affiliated First Nation(s). The plan must include environmental scans for each First Nation served, identification of the First Nation's needs, activities, planned expenditures for the provision of each child and family services for which funding is provided, concrete objectives that align with the purpose and objectives of the FNCFS Program, risk management strategies, performance measures and reporting requirements. and include how service delivery will address the unique factors of the First Nation, be coordinated with other service

providers and how it contributes to the Outcomes outlined in Section 3.3 of these terms and conditions.
<b>A.7.3 FNCFS Program plan</b>
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.
<b>A.7.4 FNCFS unexpended funding plan</b>
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:  $\$8.6 \text{ million} + \$250,000 = \$8.84$  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(ll), 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.

This is **Exhibit “B”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*

**TRILATERAL AGREEMENT  
IN RESPECT OF REFORMING THE 1965 AGREEMENT**

among

**HIS MAJESTY THE KING IN RIGHT OF CANADA**

**As represented by the Minister of Indigenous Services**

(hereinafter “Canada”)

and

**CHIEFS OF ONTARIO**

(hereinafter “COO”)

and

**NISHNAWBE ASKI NATION**

(hereinafter “NAN”)

## RECITALS

**WHEREAS**, in 1965, Canada and the Government of Ontario entered into *The Memorandum of Agreement Respecting Welfare Programs for Indians* pursuant to which Canada agreed to reimburse the Government of Ontario for a percentage of the costs of certain provincial social services for First Nations people residing on reserve in Ontario;

**AND WHEREAS**, in 2016 CHRT 2, the Canadian Human Rights Tribunal found that the 1965 Agreement resulted in discrimination in the provision of child and family services to First Nations people residing on reserve and ordered Canada to cease its discriminatory practices and reform *The Memorandum of Agreement Respecting Welfare Programs for Indians* to reflect the findings in that decision;

**AND WHEREAS** Canada, COO and NAN have determined that it is desirable to enter into discussions with the Government of Ontario on comprehensive reform of *The Memorandum of Agreement Respecting Welfare Programs for Indians*;

**NOW THEREFORE**, in consideration of the mutual agreements, covenants, and undertakings set out herein, the Parties agree as follows:

### **ARTICLE 1 – INTERPRETATION**

#### 1.01 Definitions

- (1) The following definitions apply to this Trilateral Agreement:
  - (a) **“1965 Agreement”** means *The Memorandum of Agreement Respecting Welfare Programs for Indians entered into between Ontario and Canada*, as amended. For clarity, this definition of the 1965 Agreement and any commitments made under this Trilateral Agreement in relation to the 1965 Agreement do not include the *Administrative Arrangement Pursuant to the Canada-Ontario 1965 Agreement between Canada and Ontario*, as amended, renamed, or replaced.
  - (b) **“Days”** means calendar days.
  - (c) **“Effective Date”** means the date on which this Trilateral Agreement is effective, as set out in paragraph 5(1) of this Trilateral Agreement.
  - (d) **“Final Agreement”** means the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario.
  - (e) **“First Nation”** means a “band” as defined in subsection 2(1) of the *Indian Act*, RSC, 1985, C I-5, as amended, and located in Ontario.



- (f) **“First Nation Representative Services”** (sometimes referred to as Band Representative Services) means the services delivered by a First Nation Representative, which are advocates for First Nations in matters relating to the delivery of services to their citizens by a child welfare agency.
- (g) **“Fiscal Year”** means Canada’s fiscal year, being a 12-month period beginning on April 1 of one (1) year and ending on March 31 of the following year.
- (h) **“ISC”** means Indigenous Services Canada and any successor department thereto.
- (i) **“Notice to Arbitrate”** means a written request for arbitration provided by the Party desiring arbitration to every other Party.
- (j) **“Ontario”** means the province of Ontario.
- (k) **“Parties”** means Canada, COO, and NAN.
- (l) **“Reformed 1965 Agreement”** means, as a result of the process set out in section 2.02 of this Trilateral Agreement:
  - (i) an amended 1965 Agreement, or
  - (ii) an agreement between the Government of Ontario and the Government of Canada that replaces the 1965 Agreement.
- (m) **“Trilateral Agreement”** means this trilateral agreement between Canada, COO, and NAN in respect of reforming the 1965 Agreement.

## **ARTICLE 2– REFORMING THE 1965 AGREEMENT**

### **2.01 Commitment by Canada**

(1) Canada will engage in preliminary discussions with COO, NAN and the Government of Ontario on comprehensive reform of the 1965 Agreement. If COO, NAN, the Government of Ontario, and Canada agree that reform of the 1965 Agreement is required, each of the Parties will engage with their respective internal processes, as necessary, to seek a mandate to support reforms to the 1965 Agreement.

### **2.02 Process for Reforming the 1965 Agreement**

(1) COO, NAN, and Canada agree to work together as soon as reasonably practicable after the Effective Date of this Trilateral Agreement and in good faith to engage with the Government of Ontario in preliminary discussions on reforming the 1965 Agreement. These discussions will include an approach to reform which further responds to the Canadian Human Rights Tribunal’s findings in *First Nations Child and Family Caring*

*Society of Canada et al. v. Attorney General of Canada (for the Minister of Indian and Northern Affairs Canada)*, 2016 CHRT 2 regarding the 1965 Agreement, and also addresses other updates as COO, NAN, Canada, and the Government of Ontario may agree.

(2) Canada shall not amend, replace or terminate the 1965 Agreement or enter into a Reformed 1965 Agreement without consultation with COO and NAN. For clarity, this commitment to consultation is not to be interpreted in a way that prevents fulfillment of Canada's existing legal obligations, including, if applicable, the duty to consult with First Nations pursuant to section 35 of the *Constitution Act, 1982*.

(3) Canada shall use best efforts to reach agreement on a Reformed 1965 Agreement with the Government of Ontario by March 31, 2027 and shall execute and implement a Reformed 1965 Agreement as soon as reasonably possible thereafter. For clarity, this commitment does not bind Canada in any position it may take in regard to its discussions with the Government of Ontario.

(4) In its discussions with the Government of Ontario, Canada will take the position that COO and NAN be given the opportunity to fully participate in discussions with Canada and the Government of Ontario in respect of reforming the 1965 Agreement. In the event that the Government of Ontario does not agree to COO and NAN's full participation, Canada will discuss next steps with COO and NAN prior to further discussions with the Government of Ontario. Such discussions will consider alternative proposals that could be made to the Government of Ontario for COO and NAN's direct involvement.

(5) If, during the course of preliminary discussions on reforming the 1965 Agreement, COO or NAN determine they would like to be a party to a Reformed 1965 Agreement, Canada shall support a request to that effect.

(6) If an agreement on a Reformed 1965 Agreement cannot be reached by March 31, 2027, the Parties agree to meet to discuss next steps, including consideration of alternative mechanisms for reform and/or the termination of the 1965 Agreement. Canada, COO and NAN may invite the Government of Ontario to discussions of next steps.

### 2.03 Work Plan

(1) For the purpose of advancing reform of the 1965 Agreement, within 60 days of the Effective Date of this Trilateral Agreement, COO, NAN, and Canada will meet to develop a work plan outlining steps for outreach to the Government of Ontario and identifying substantive subjects for discussion with the Government of Ontario (the "**Work Plan**"), as well as a confidentiality agreement in relation to discussions on reforming the 1965 Agreement.

(2) COO, NAN, and Canada will make best efforts to agree to a Work Plan within 90 days of the meeting described in paragraph 2.03(1). The Work Plan may include the substantive subjects listed directly below.

- (a) Identifying:
  - (i) any deficiencies, gaps, or issues in program areas in the 1965 Agreement;
  - (ii) First Nations-led and evidence-informed solutions to improving service delivery and advancing substantive equality for those program areas in a Reformed 1965 Agreement;
  - (iii) language in the 1965 Agreement that requires updating to reflect modern terminology;
  - (iv) legislative references in the 1965 Agreement that need to be updated and mechanisms to do so; and
  - (v) a method for consolidating prior amendments to the 1965 Agreement.
- (b) Considering:
  - (i) processes to update a Reformed 1965 Agreement to account for future amendments to provincial or federal legislation;
  - (ii) community needs assessments for a Reformed 1965 Agreement, including indicators, outcomes and data collection;
  - (iii) differences among First Nations in Ontario, including differences arising out of geography, treaty, or historical context;
  - (iv) mechanisms to streamline administrative and financial reporting, including data collection;
  - (v) the capital needs of First Nations in Ontario in the program areas covered by the 1965 Agreement;
  - (vi) mechanisms to identify and manage possible overlap of funding where both Canada and the Government of Ontario provide funding directly to First Nations or other service providers in relation to a program area covered by the 1965 Agreement;
  - (vii) mechanisms that allow for regular review and adjustment of a Reformed 1965 Agreement or its implementation;
  - (viii) mechanisms that allow for the involvement of First Nations in discussions between Canada and the Government of Ontario on implementation of the Reformed 1965 Agreement, including in discussions related to funding;

- (ix) conditions and processes for First Nations to opt out of the 1965 Agreement;
  - (x) mechanisms for dispute resolution under a Reformed 1965 Agreement which include First Nations in Ontario; and
  - (xi) mechanisms for continued dialogue on reforming the 1965 Agreement between Canada, COO and NAN following conclusion of a Reformed 1965 Agreement.
- (c) Discussing proposals for reforming the 1965 Agreement that are consistent with this Trilateral Agreement.
- (3) The Work Plan may be amended by unanimous agreement of COO, NAN, and Canada in writing.

#### 2.04 Principles for Preliminary Discussions on Reforming the 1965 Agreement

(1) In discussing aspects of a Reformed 1965 Agreement related to child and family services, Canada, COO and NAN shall be guided in their positions by the principles in Part II of the Final Agreement.

(2) In discussing the whole of a Reformed 1965 Agreement, Canada, COO and NAN shall be guided in their positions by the following principles:

- (a) services to First Nations people on-reserve should:
  - (i) be available at a level at least comparable to that of services to non-First Nations people and to First Nations people living off-reserve;
  - (ii) be delivered in a manner at least comparable to service delivery to non-First Nations people and to First Nations people living off-reserve, including consideration of such factors as remoteness;
  - (iii) take into account the history, systems and structures of colonialism and their effects on First Nations, including the effects of residential schools, day schools, child welfare systems, and inter-generational trauma;
  - (iv) be flexible, considering the unique history and present reality of each First Nation;
  - (v) be culturally appropriate; and
  - (vi) advance substantive equality of First Nations people.

- (b) the Government of Ontario’s funding levels and formulas for programs within the scope of the 1965 Agreement should be reviewed regularly, including with respect to funding for remoteness, for the purpose of advancing the principles set out in paragraph 2.04(2)(a);
  - (c) flexibility should be afforded to First Nations in the delivery of services, recognizing that First Nations are best placed to identify their needs and respond to those needs;
  - (d) the Government of Ontario should:
    - (i) take measures to ensure the accountability of service providers to the First Nations they serve;
    - (ii) require service providers to collaborate with the First Nations they serve in planning and reporting on services; and
    - (iii) consider delivery of services by First Nations where a First Nation has indicated its desire to deliver a service.
  - (e) in relation to child and family services, the importance of First Nation Representative Services to children and families should be recognized and taken into account;
  - (f) accurate and timely data should be provided by First Nations, other service providers, the Government of Ontario and Canada to support administration of the Reformed 1965 Agreement and the tracking of outcomes;
  - (g) taking into account paragraph 2.04(2)(f), administrative burdens on First Nations and other service providers should be minimized; and
  - (h) the Reformed 1965 Agreement should be made available to First Nations and the public.
- (3) In addition to the principles in paragraphs 2.04(1) and 2.04(2), Canada affirms:
- (a) the right to self-determination of Indigenous peoples, which is a right recognized and affirmed in the *United Nations Declaration on the Rights of Indigenous Peoples* (“the Declaration”);
  - (b) that the *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c. 14 affirms the Declaration as a universal international human rights instrument with application in Canadian law and also provides a framework for Canada’s implementation of the Declaration; and

- (c) that the inherent right of self-government recognized and affirmed by section 35 of the *Constitution Act, 1982* includes jurisdiction in relation to child and family services, as affirmed in *An Act respecting First Nation, Inuit and Métis children, youth and families*, S.C. 2019, c. 24.

### **ARTICLE 3– WORK PLAN FUNDING**

(1) Canada shall provide funding in the total amounts of \$3.71 million to COO and \$3.92 million to NAN over the five (5) Fiscal Years from 2025-2026 to 2029-30 to carry out the activities set out in the Work Plan, subject to the continuation of discussions to reform the 1965 Agreement with the Government of Ontario. This funding includes amounts to support:

- (a) First Nation engagements;
- (b) Research related to the reform of the 1965 Agreement;
- (c) Costs of a Special Chiefs Assembly on the reform of the 1965 Agreement;  
and
- (d) Legal fees.

(2) In relation to the funding set out in paragraph 3(1), COO and NAN shall provide work plans at the beginning of each fiscal year and shall report at the end of the fiscal year on funding spent in that year relative to the year's work plan. Per the terms of their funding agreements, COO and NAN will be able to carry forward unexpended funds for use in the following Fiscal Year, upon ISC's approval of an unexpended funding plan and provided that the Fiscal Year is within the term of COO's or NAN's funding agreement. If necessary to expend unexpended funds and upon ISC's approval of an unexpended funding plan, ISC shall extend the term of COO's or NAN's funding agreement. ISC may adjust funding for a particular Fiscal Year to reflect the expected costs of planned activities or to account for unexpended funds that are carried forward.

(3) Upon request of any Party, COO, NAN and Canada shall review the funding in paragraph 3(1) and may agree to modify it.

(4) Canada will consider proposals from COO or NAN for additional funding that may be required to support engagement with First Nations in relation to reform of the 1965 Agreement. Such proposals may include funding for other regional representatives of First Nations, such as political-territorial organizations, to support engagement with First Nations in relation to reform of the 1965 Agreement.

#### **ARTICLE 4– DISPUTE RESOLUTION**

(1) In the event of a dispute arising out of or in connection with this Trilateral Agreement, the Parties agree to resolve such disputes by mediation, and if mediation does not result in a resolution, by arbitration.

(2) To initiate mediation, a Party desiring to commence mediation will notify every other Party of its desire to mediate by a written request. All disputes arising out of or in connection with this Trilateral Agreement shall be mediated pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc (“ADRIC”) that are in force at the time that the dispute arises. The place of mediation shall be Toronto, Ontario. The language of the mediation shall be English.

(3) The mediation process will be led by a neutral mediator selected by agreement of all Parties. The mediator will be selected by agreement of all Parties within thirty (30) days of delivery of the written request specified in paragraph 4(2). If the Parties are unable to agree on the selection of a mediator within thirty (30) days, then the Parties will make use of the selection process set out in Rule 5.2 of the National Mediation Rules.

(4) Should mediation fail to resolve the dispute and the Party continues to desire resolution of the dispute, the Party will provide every other Party a Notice to Arbitrate. The arbitration shall be governed by the ADRIC Arbitration Rules of the ADR Institute of Canada, Inc that are in force at the time that the dispute arises. The place of arbitration will be Toronto, Ontario. The language of the arbitration will be English.

(5) The arbitration process will be led by a neutral, single arbitrator selected on agreement of all Parties. The arbitrator will be selected within twenty-one (21) days of a Notice to Arbitrate having been provided to every other Party by the Party desiring arbitration. If the Parties are unable to agree on the selection of an arbitrator within twenty-one (21) days of a Notice to Arbitrate having been provided to every other Party, then the Parties will make use of the selection process set out in Rule 3.1.3 of the ADRIC Arbitration Rules.

(6) Pursuant to Rule 5.4.7 of the ADRIC Arbitration Rules, the Parties agree that a decision of the arbitrator may be appealed to a court on a question of law or a question of mixed fact and law.

(7) In the instance of either mediation or arbitration, the Parties agree to consider appointing a person who serves, or has served, on the Roster of Arbitrators established under the Final Agreement.

#### **ARTICLE 5– TERM**

(1) This Trilateral Agreement is effective as of April 1, 2025 and shall terminate on March 31, 2030, unless the Parties agree to another date.

## **ARTICLE 6- GENERAL**

(1) The Trilateral Agreement is not intended to and shall not be interpreted to require ISC to provide funding in addition to the funding commitments made in the Final Agreement.

(2) Any funding commitment made by Canada under this Trilateral Agreement is subject to the terms of the funding agreement through which the funding is provided.

(3) Any and all funding commitments by Canada or amendments agreed to by the Parties in this Trilateral Agreement remain subject to annual appropriation by the Parliament of Canada, as required, or other necessary approval processes required by the Government of Canada.

(4) This Trilateral Agreement is not a treaty within the meaning of section 35 of the *Constitution Act, 1982*.

(5) Save as may otherwise be agreed between the Parties, the Parties shall keep confidential the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to this Trilateral Agreement.

(6) The Parties acknowledge that documents, communications, and records relating to the Trilateral Agreement may be subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) as amended from time to time or other related legislation or legal obligations.

(7) The provisions of this Trilateral Agreement will be governed by, and be interpreted in accordance with, the laws of Ontario and the laws of Canada.

(8) This Trilateral Agreement, including all appendices, constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings, commitments and agreements between the Parties. There are no representations, warranties, terms, conditions, undertakings, covenants, or collateral agreements, express, implied, or statutory between the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Trilateral Agreement.

(9) The Parties may only amend the terms of this Trilateral Agreement upon unanimous consent in writing.

(10) Where the context or construction requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa.

(11) The division of this Trilateral Agreement into articles, sections, and paragraphs, and the insertion of headings and a table of contents are for reference only and shall not affect the interpretation of this Trilateral Agreement.



(12) Nothing in this Trilateral Agreement is intended to prevent any Party from fulfilling any contractual obligations to a non-Party.

(13) This Trilateral Agreement may be signed in identical counterparts, each of which constitutes an original, and such counterparts taken together will constitute one agreement. The signatures of the Parties need not appear on the same counterpart, and executed counterparts may be delivered by facsimile or in electronically scanned form by electronic mail.

*[Remainder of page intentionally left blank; signature page follows]*

**TRILATERAL AGREEMENT  
IN RESPECT OF REFORMING THE 1965 AGREEMENT**

among

**HIS MAJESTY THE KING IN RIGHT OF CANADA**

**As represented by the Minister of Indigenous Services**

and

**CHIEFS OF ONTARIO**

and

**NISHNAWBE ASKI NATION**

The Parties have signed this Agreement this 26<sup>th</sup> day of February 2025.

**FOR CHIEFS OF ONTARIO**



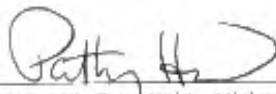
Ontario Regional Chief Abram Benedict

**FOR NISHNAWBE ASKI NATION**



Grand Chief Alvin Fiddler

**FOR HIS MAJESTY THE KING IN RIGHT OF CANADA**



The Honourable Patty Hajdu, Minister of Indigenous Services

This is **Exhibit “C”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



# **CHARTER OF CHIEFS OF ONTARIO (COO)**

June 2022

## **Secretariat Office**

468 Queen Street East, Suite 400

Toronto, Ontario, M5A1T7



# CHARTER OF CHIEFS OF ONTARIO (COO)

## Table of Contents

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<b>CHARTER OF CHIEFS OF ONTARIO (COO)</b> .....	<b>1</b>
PREAMBLE .....	3
MISSION STATEMENT .....	3
VISION STATEMENT .....	3
PRINCIPLES .....	4
MANDATE .....	4
MEMBERSHIP .....	5
ENTITIES.....	5
<b>THE CHIEFS-IN-ASSEMBLY</b> .....	<b>5</b>
COMPOSITION .....	5
FUNCTIONS AND POWERS .....	6
DECISION MAKING .....	7
ASSEMBLIES .....	7
PROCEDURE .....	7
THE LEADERSHIP COUNCIL.....	8
<b>THE BOARD OF DIRECTORS</b> .....	<b>8</b>
COMPOSITION .....	8
<b>ONTARIO REGIONAL CHIEF</b> .....	<b>9</b>
ROLE AND FUNCTION .....	9
AUTHORITY AND ACCOUNTABILITY .....	9
ELECTION AND TERM .....	10
COMPLAINTS, DISPUTES AND DISCIPLINE – ONTARIO REGIONAL CHIEF.....	10
COMPLAINTS AND DISPUTES – LEADERSHIP COUNCIL.....	11
<b>ADVISORY COUNCILS</b> .....	<b>11</b>
COUNCIL OF ELDERS .....	12
FIRST NATIONS WOMEN’S CAUCUS .....	12
ONTARIO FIRST NATIONS YOUNG PEOPLES COUNCIL.....	13
THE COO SECRETARIAT .....	13
ADOPTION OF THE CHARTER .....	14
AMENDMENTS TO CHARTER.....	14
<b>APPENDIX ‘A’</b> .....	<b>15</b>
ELECTORAL RULES FOR THE OFFICE OF THE ONTARIO REGIONAL CHIEF AND TRADITIONAL ELECTION PROCESS.....	15
<b>APPENDIX ‘B’</b> .....	<b>21</b>
LEADERSHIP COUNCIL TERMS OF REFERENCE .....	21
<b>APPENDIX ‘C’</b> .....	<b>25</b>
LEADERSHIP COUNCIL CODE OF CONDUCT.....	25
<b>APPENDIX ‘D’</b> .....	<b>28</b>
INTEGRITY COMMITTEE .....	28
<b>APPENDIX E</b> .....	<b>40</b>
BOARD OF DIRECTOR’S TERMS OF REFERENCE .....	40

# CHARTER OF CHIEFS OF ONTARIO (COO)



## PREAMBLE

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The Chiefs in Ontario affirm that the First Nations possess the inherent right of self-determination. This is the defining measure of nationhood. It is the responsibility of individual First Nation governments to exercise this jurisdiction through the passage of laws, development of program and other initiatives.

The Chiefs of Ontario shall support First Nations in the exercise of their inherent right.

The international Treaties entered into by First Nations shall be respected. This includes Treaties entered into before first contact with the European settlers, and Treaties entered into after first contact. The Treaties are the foundation of a harmonious relationship between First Nations and Canadian governments.

There is a sacred trust and fiduciary relationship between First Nations and the Crown in right of Canada.

## MISSION STATEMENT

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### ARTICLE 1

The Chiefs of Ontario supports all First Nations in Ontario as they assert their sovereignty, jurisdiction, and their chosen expression of nationhood.

## VISION STATEMENT

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### ARTICLE 2

First Nations in Ontario are united towards self-sufficiency and vibrancy while never forgetting who we are; this unity is facilitated through the Chiefs of Ontario. We envision a future where our inherent laws, lands, and traditions are recognized and respected by governments, industry and the general public.

## PRINCIPLES

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### ARTICLE 3

1. There is a sacred and fiduciary relationship between First Nations and the Crown in right of Canada.
2. Relationships between First Nations shall be governed by the values held in the Great Law and the Seven Grandfather Teachings, which include love, kindness, sharing, respect, truth, courage and humility.
3. The Elders shall be respected. They are keepers of the traditional law.
4. The regional and other differences among First Nations in Ontario shall be respected.
5. The protection of All First Nation languages and culture is a key priority.
6. All matters shall be considered with future generations in mind.

## MANDATE

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### ARTICLE 4

1. To support the advancement of the rights and interests of First Nations people in Ontario.
2. To restore and enhance the relationship among First Nations in Ontario, the Crown and the people of Canada.
3. To work in coalition with other organizations that advance the rights and interests of Indigenous People.
4. To provide research, coordination, analysis and political advocacy on issues of common concern affecting the First Nations people in Ontario, as mandated by the Chiefs in Assembly from time to time.

## MEMBERSHIP

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### **ARTICLE 5**

All 133 First Nations in Ontario have the right to be Members of the Chiefs of Ontario.

## ENTITIES

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### **ARTICLE 6**

1. The following are established as principal entities within the Chiefs of Ontario:
  - Chiefs-in-Assembly;
  - Ontario Regional Chief;
  - The Leadership Council;
  - The Board of Directors;
  - The Secretariat;
  - The Elders Council;
  - The Women's Caucus; and,
  - The Ontario First Nations Young Peoples Council.
2. From time to time, the Chiefs in Assembly may find it necessary to establish other entities.

## THE CHIEFS-IN-ASSEMBLY

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### **COMPOSITION**

### **ARTICLE 7**

1. The Chiefs-in-Assembly shall consist of all the Chiefs of those First Nations who exercise their right to be Members of the Chiefs of Ontario.
2. Each First Nation shall have one representative in the Chiefs-in-Assembly.



3. In the absence of a Chief of a First Nation, designated representatives, who are accredited officially in writing by a First Nation for that purpose, may participate in the Chiefs-in-Assembly.

## **FUNCTIONS AND POWERS**

### **ARTICLE 8**

1. The Chiefs-in-Assembly is a forum for First Nations to conduct nation-to-nation discussions, consultations and deliberations and to collaborate on any matter within the jurisdiction of First Nations.
2. The Chiefs-in-Assembly has power:
  - a. To discuss any matter related to the conduct or operations of any political entity of the Chiefs of Ontario and to make binding decisions regarding such matters.
  - b. To make decisions on any subject matter that Chiefs of First Nations desire to initiate or undertake co-operatively and collectively through the Chiefs of Ontario.
  - c. To delegate authority, mandates, tasks, responsibilities or duties to the Chiefs of Ontario whenever such delegation is deemed necessary by the Chiefs of the First Nations.
  - d. To ensure that the positions and directions given by First Nations are implemented and to take disciplinary measures whenever the sacred trust and duty to perform and adhere to, in strict compliance with the delegation, is deliberately breached.
  - e. To instruct the Leadership Council to oversee the implementation of its decisions regarding any subject matter of a fundamental nature that may affect the jurisdiction, rights and survival of First Nations.
  - f. To discipline, suspend or expel the Ontario Regional Chief as per the process set out in Article 17 of this Charter.
  - g. To ensure that the Principles enumerated in Article 3 are maintained and put into practice in relation to the role and function of the Chiefs of Ontario and all its regions.
  - h. To be, in general, the sole legitimate inherent source of what the Chiefs of Ontario is, what it can do and what it may become in the future.

## **DECISION MAKING**

### **ARTICLE 9**

1. Decisions of the Chiefs in Assembly shall be made as far as possible by consensus or general agreement. When all efforts at achieving consensus have been exhausted without success, decisions shall be recorded via resolution voted on by 50% plus 1 of all registered Chiefs and proxies in attendance at a particular meeting.
2. In the event of voting, each member shall have one vote, which may be exercised by proxy.

## **ASSEMBLIES**

### **ARTICLE 10**

The Chiefs-in-Assembly shall meet in the regular annual All Ontario Chiefs Conference in the months of June or July and in such Special Chiefs Assemblies as occasion may require. The Leadership Council may move, in accordance with procedures set out in the Leadership Council terms of reference, to convene a Special Chiefs Assemblies on an urgent basis with a minimum of 5-7 business days' notice and depending on the availability of resources.

## **PROCEDURE**

### **ARTICLE 11**

The Chiefs-in-Assembly shall adopt its' own Rules of Procedure.

## **THE LEADERSHIP COUNCIL**

### **ARTICLE 12**

The Leadership Council shall have a Terms of Reference that outlines their roles, responsibilities, mandate and accountability, etc. that shall be reviewed and amended every three years.

The Leadership Council approved their current Terms of Reference, which is appended to this Charter at Appendix B.

## **THE BOARD OF DIRECTORS**

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### **COMPOSITION**

#### **ARTICLE 13**

1. Membership in the Corporation shall consist of the following societies or corporations, including their successors as they may be named from time to time:
  - The Association of Iroquois and Allied Indians;
  - The Grand Council of Treaty No. 3;
  - The Nishnawbe Aski Nation; and,
  - The Union of Ontario Indians.
2. The role and function of the Board of Directors are outlined in By-law No. 2 Indian Associations Co-ordinating Committee of Ontario Inc. (the "Corporation"0).
3. The Board of Directors shall administer and govern the Secretariat in the best interests of, and in order to best serve, the communities in Ontario represented by the Chiefs in Assembly.
4. The Board of Directors shall report to the Chiefs in Assembly on its composition and activities on an annual basis, and such report shall include the presentation of a summary of the annual financial statements of the Corporation that operates the Secretariat.

## ONTARIO REGIONAL CHIEF

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### **ROLE AND FUNCTION**

#### **ARTICLE 14**

5. The Ontario Regional Chief is a member of the Assembly of First Nations Executive Committee.
6. The Ontario Regional Chief coordinates political positions with the Leadership Council, and is accountable to the Chiefs-in-Assembly.
7. The Ontario Regional Chief shall make regular political reports to the Leadership Council and to the Chiefs-in-Assembly.
8. The Ontario Regional Chief has a political role and is the primary spokesperson of the Chiefs of Ontario.
9. The Ontario Regional Chief shall maintain and work collaboratively with the Secretariat in accordance with the directions set by the Leadership Council and the Chiefs-in-Assembly.
10. The Ontario Regional Chief shall act as Chairperson for Leadership Council meetings in an ex-officio capacity.
11. The Ontario Regional Chief shall develop a budget for the office of Ontario Regional Chief and shall retain support staff to work collaboratively with the Leadership Council to carry out the duties and obligations to the First Nations in Ontario.

### **AUTHORITY AND ACCOUNTABILITY**

#### **ARTICLE 15**

1. Any authority the Ontario Regional Chief may have shall derive exclusively and entirely from the authority granted from time to time by the Chiefs-in-Assembly.
2. As a leader who exercises delegated mandates, authority, responsibilities and duties, the Ontario Regional Chief has a sacred political trust to comply in every respect with the direction given by the Chiefs-in-Assembly.
3. Upon election to Office, the Ontario Regional Chief shall sign the Oath of Office and shall abide by the terms of the Disciplinary Policy for the Ontario Regional Chief (attached as Appendix C).

## **ELECTION AND TERM**

### **ARTICLE 16**

1. The Ontario Regional Chief is elected by the Chiefs in Assembly by a majority of 50% plus 1 of the registered representatives of the First Nations in Ontario at an Assembly convened for the purpose of electing a Regional Chief.
2. The Ontario Regional Chief shall be elected for a three-year term and is eligible for re-election at the conclusion of the set three-year term.
3. Upon election to office, the Ontario Regional Chief shall sign an Oath of Office.
4. The Ontario Regional Chief may be removed by 2/3 of the registered representatives of the First Nations in Ontario voting in favour of removal at a Special Assembly convened for that purpose in accordance with the applicable rules and procedures set out in Appendix C.
5. In the event that the Ontario Regional Chief is removed from office in accordance with paragraph 4 of this Article; or in the event he/she dies or resigns, or is found to be medically unfit to carry on his/her duties and complete his/her term of office, the Leadership Council shall assume his/her role and function until such time as other arrangements are made by the Chiefs in Assembly.

## **COMPLAINTS, DISPUTES AND DISCIPLINE – ONTARIO REGIONAL CHIEF**

### **ARTICLE 17**

1. To maintain the integrity of, and public confidence in, COO and its operations, any complaints, disputes, allegations of misconduct, or substantiated media reports that allege an incident of violence, discrimination, harassment, or conflict of interest (collectively a “Complaint”) brought to the attention of the Chief Operating Officer or the LC regarding the conduct of the ORC, shall be reviewed and resolved in a timely and fair manner in accordance with Appendix “C” – Complaints and Disputes.

## **COMPLAINTS AND DISPUTES – LEADERSHIP COUNCIL**

### **ARTICLE 18**

1. To maintain the integrity of, and public confidence in, COO and its operations, any alleged breach of the COO LC Code of Conduct by a member of the LC (an “Alleged Breach”) brought to the attention of the Chief Operating Officer or the LC, shall be reviewed and resolved in a timely and fair manner in accordance with Appendix “C” – Complaints and Disputes.

## ADVISORY COUNCILS

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### **COUNCIL OF ELDERS**

#### **COMPOSITION**

### **ARTICLE 19**

The composition of the Elders Advisory Council shall be in keeping with the composition of the Ontario First Nations Leadership Council:

- 2 Elders (one male and one female if possible) from each of the Anishinabek Nation; Association of Iroquois and Allied Indians; Grand Council Treaty #3; Nishnawbe Aski Nation
- 2 Elders (one male, one female if possible) from Independent First Nations
- 2 Elders (one male, one female if possible) from Six Nations of the Grand River
- 2 Elders (one male, one female if possible) from Mohawks of Akwesasne
- 2 Elders (one male, one female if possible) from Mushkegowuk Tribal Council
- 1 Elder selected by the Ontario Regional Chief to be the Regional Elder

The process of selecting Elders for the Elders’ Advisory Council will be determined internally by each of the organizations/communities listed above.

## **ROLE AND FUNCTION**

### **ARTICLE 20**

The Ontario First Nations Elders' Advisory Council is a group of Elders who have been selected and collectively recognized by First Nations organizations/communities.

The Elders' Advisory Council is mandated by the Chiefs in Assembly to help guide the collective decision-making processes of the Ontario First Nations leadership on priority issues, providing advice based on their experience, accumulated knowledge and wisdom, as the keepers of First Nations customs, traditions and way of life.

This advisory role is carried out through meetings in advance of and participation in Assemblies and meetings of Ontario First Nations leadership, and through joint meetings with the Ontario First Nations Young Peoples Council and the Ontario First Nations Women's Caucus, in keeping with the mission of the Chiefs of Ontario.

## **FIRST NATIONS WOMEN'S CAUCUS**

### **COMPOSITION**

#### **ARTICLE 21**

The First Nations Women's Caucus (FNWC) should be comprised of one representative of the Nishnawbe Aski Nation, the Association of Iroquois and Allied Indians, the Independent First Nations, and Six Nations of the Grand River. A seat will remain open for the Grand Council Treaty #3.

## **ROLE AND FUNCTION**

### **ARTICLE 22**

The purpose of the FNWC is to act as an advisory body for the Chiefs of Ontario advocacy efforts for ending violence against women and girls, and to ensure a First Nations community-based approach is utilized in the development of a strategy to end violence against women and girls.

The FNWC is accountable to First Nations political leadership and will provide annual reports/updates at the All Ontario Chiefs Conference.

## **ONTARIO FIRST NATIONS YOUNG PEOPLES COUNCIL**

### **COMPOSITION**

#### **ARTICLE 23**

The Ontario First Nations Young Peoples Council (OFNYPC) shall consist of 1 male and 1 female representative from each of the four regional organizations as well as two representatives (1 male, 1 female) of the Independent First Nations.

### **ROLE AND FUNCTION**

#### **ARTICLE 24**

The OFNYPC received its mandate through Chiefs in Assembly resolution 03/04 dated November 19, 2003. The OFNYPC will work along side the Chiefs in Assembly and the Leadership Council in their decisions relating to, but not limited to: Governance, Social Development, Economic Development, Education and Health. The OFNYPC will identify issues that affect First Nations youth in Ontario and develop projects to address them. The OFNYPC will also act as role models and ambassadors at regional, national and international forums and will promote the importance of living a healthy lifestyle.

## **THE COO SECRETARIAT**

### **COMPOSITION**

#### **ARTICLE 25**

The Chiefs of Ontario Secretariat shall be comprised of the Board of Directors and such administrative, technical and support staff as the Chiefs of Ontario may require.



## **FUNCTIONS**

### **ARTICLE 26**

1. The COO Secretariat shall function in accordance with its By-laws and will ensure the implementation of the decisions of the Chiefs in Assembly, and those of the Leadership Council consistent with the decisions of the Chiefs in Assembly.
2. The COO Secretariat shall provide administrative, technical and support services to the Chiefs in Ontario.
3. The COO Secretariat shall receive, administer and distribute monies and transact business and engage in such activities as are ancillary to, or necessary for, the realization of the decisions of the Chiefs in Assembly, the Leadership Council and the Board of Directors.

## **ADOPTION OF THE CHARTER**

### **ARTICLE 27**

This Charter is approved by resolution of the Chiefs in Assembly or their duly accredited representatives of the First Nations present at Virtual On Line Assembly, June 17, 2021.

## **AMENDMENTS TO CHARTER**

### **ARTICLE 28**

This Charter and its appendices may be amended by resolution of the Chiefs or their duly accredited representatives of the First Nations present at any Annual Meeting or Special Meeting of the Chiefs in Assembly provided that at least 60 days written notice is given to the First Nations in advance of the Annual Meeting or Special Meeting at which such amendment is to be tabled.



## APPENDIX 'A'

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### **ELECTORAL RULES FOR THE OFFICE OF THE ONTARIO REGIONAL CHIEF AND TRADITIONAL ELECTION PROCESS**

#### **1.0 CANDIDATES FOR ONTARIO REGIONAL CHIEF**

1. An incumbent Ontario Regional Chief must inform the COO Chief Operating Officer of his/her intention to stand for re-election on or before three (3) months from the start of the All Ontario Chiefs Conference of the election year.
2. Should the incumbent Ontario Regional Chief decide to run for re-election, travel funds will be restricted to specific COO business in the three (3) months leading up to the All Ontario Chiefs Conference of the election year.
3. The incumbent Ontario Regional Chief shall not use COO resources or funds to campaign for re-election.
4. Any individual that has declared candidacy for Ontario Regional Chief shall not be compensated or reimbursed for any expenses related to attendance or participation in any COO-related events or meetings, as may be applicable, in the three (3) months leading up to the election.
5. An incumbent Ontario Regional Chief must inform the COO Chief Operating Officer of his/her intention to run for any other leadership position, including but not limited to National Chief of the Assembly of First Nations, no less than 60 days prior to the election date.

#### **2.0 TIMING OF THE ELECTION**

The election for the Office of Ontario Regional Chief shall take place on the morning of the second day of the All Ontario Chiefs Conference at which the election is to occur.

#### **3.0 TRADITIONAL ELECTION PROCESS**

This section outlines the process that is utilized to conduct Regional Chief elections. The sections are apportioned into three different categories: ceremonial, nominations, and election processes.

## **Ceremonial Processes**

1. Seven pipe ceremonies during the election process
  - a. Welcome – utilize community resident pipe carrier if one is available
2. Nomination
3. Sweat lodge
4. Sunrise ceremony
5. Before election
6. Ceremony with elected Ontario Regional Chief
7. 3<sup>rd</sup> morning of the assembly
8. Sweat lodge on the night of nomination day
9. Feast after the sweat lodge
10. Sunrise ceremony – election morning
11. Grandmothers ceremony with elected Ontario Regional Chief

## **Nomination Process**

1. Smudge building
2. Chairs for 133 Chiefs will be set in the circle.
3. Chiefs will be invited to the Circle. Invited by the drum.
4. The Election Officer will address the assembly.
5. The Oshkabewis will explain the rules prior to nomination.
6. Conduct a Chief's Introduction Circle; Chiefs will have an opportunity to introduce themselves. A microphone will be passed clockwise to each of the Chiefs – Proxies, beginning at the doorway.
7. The drum will play a second song to invite Ontario Regional Chief candidates to the Circle.

Rules:

- i. After the Chiefs Introduction Circle, candidates for Ontario Regional Chief that are not in the circle will be invited by the Election Officer to join the circle and sit next to their Nominator and Secunder. Nominators sit on the right side of the candidate; Secunder sits on the left-hand side of the candidate.
  - ii. The candidate(s) must be a citizen of a First Nation community within the Ontario Region. The nominator and secunder must be a Chief or a Proxy from a First Nation community within the Ontario Region.
  - iii. The Nominator will offer tobacco to their Nominee during the circle. If the tobacco is accepted, the Nominee is considered to have accepted the nomination.
  - iv. The Nominee will have to be seconded during the circle. Youth Council members will record the Nominations, Nominator, and Secunder, please identify yourself as a Nominator or Secunder to ensure that the proper information is recorded.
8. Elder will conduct a pipe ceremony and speak to begin the circle. Talking stick.
  9. The pipe ceremony will identify that nominations are open. No photos when the pipe and stem are together. This is a ceremonial process.
  10. The nominations for Ontario Regional Chief will occur during the ceremony. The Youth will record names of nominees, nominators, seconders. A microphone will be passed clockwise to each of the Chiefs/Proxies, beginning at the doorway to the circle.
  11. The Nominators for Ontario Regional Chief will have 5 minutes to introduce their Nominee. The Drum will keep time.
  12. The nominee will be asked whether they accept the nomination.
  13. The secunder will have 5 minutes to speak about the candidate. The Drum will keep time.
  14. The Oshkabewis will ask three times if there are any further nominations.
  15. When Elder takes the pipe apart, nominations will be closed, after the circle.

**Photos may be taken after the pipe is taken apart.**

16. The Oshkabewis will ask for a motion to accept the nominations.
17. Nominees will have an opportunity to address the All Ontario Chiefs Conference tomorrow morning prior to the stand-up election.
18. An optional sweat lodge will be conducted for Nominees and others that may be interested this afternoon at approximately 5:00pm. Candidates are encouraged to attend to express their intentions to the Creator, but attendance is optional. Everyone is invited to attend.
19. A feast will be held for sweat lodge participants after the sweat lodge. Candidates that were unable to attend the sweat lodge are encouraged to attend the feast.

### **Election Process**

1. Sunrise ceremony – 6 am. Grandmothers from the PTOs and Independents will remove blanket (bonnet) from the Ontario Regional Chief. Thank the Ontario Regional Chief for their contributions to the Ontario Region.
2. The Election Officer will address the Assembly.
3. The Drum will call all Chiefs/Official Proxies to the circle for the election.
4. Each Nominee for Ontario Regional Chief will have 10 minutes to address the Assembly. The Drum will keep time. The nominees will speak by order of nomination.
5. The Chiefs of Ontario election is following the Traditional method of selecting the Ontario Regional Chief.
6. Break.
7. Drum will call Chiefs/Proxies and candidates back into the circle.
8. The Oshkabewis will confirm the number of Chiefs/Proxies that have registered with Chiefs of Ontario staff.
9. The Youth will be invited into the circle.
10. Acknowledge the Youth for the important work that they will be doing during the election

## **1<sup>st</sup> ballot**

1. Stand-up election for the Ontario Regional Chief will be conducted. The Nominees will be called up by order of nomination and will be lined up in different directions. Elder will line up the candidates during the drum song. The candidates are lined up in directions towards the drum.
  - a. The Drum will play a drum song.
  - b. Chiefs or Official Proxies will be asked to stand behind their candidate during the drum song.
  - c. The candidates will be lined up in lines of 10 to assist the Youth in obtaining the right count.
2. Youth Council members will count the number of Chiefs/Proxies behind each candidate and report this information to the Election Officer. The Chiefs/Proxies will have yellow lanyards.
3. The candidate with the least number of Chiefs/Proxies will be asked to sit and will have 2 minutes to thank their supporters. Chiefs/Proxies will return to their seats.

## **2<sup>nd</sup> ballot**

1. This process will continue until one candidate has the majority of the registered Chiefs/Proxies lined up behind them.
2. Announce the successful candidate. The runner(s) up will be allowed 2 minutes to thank their supporters.
3. All Chiefs/Proxies will then be asked to stand behind the successful candidate.
4. The Ontario Regional Chief will dance with all the Chiefs/Proxies. The Drum will play a unity song.
5. Break.
6. A pipe and blanket ceremony will be conducted with the Ontario Regional Chief.
  - a. Pipe ceremony by Elder, or Woman Elder, depending on if a female or male is elected.
  - b. Blanket ceremony conducted by the Grandmothers. Grandmothers will also provide instruction to the Ontario

Regional Chief, then raise the Ontario Regional Chief and wrap the blanket around her/him.

c. Religious ceremony.

11. The Ontario Regional Chief will address the All Ontario Chiefs Conference.

12. Youth set up a blanket and bring in giveaway gifts.

13. Giveaway for Nominators if applicable.

14. Giveaway. Elders. Chiefs, Community, Visitors.

15. Giveaway song.

16. Youth will serve strawberries and water.

17. The Ontario Regional Chief will sign the oath of office.



## APPENDIX 'B'

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### LEADERSHIP COUNCIL TERMS OF REFERENCE

#### BACKGROUND

The Leadership Council, formerly Political Confederacy, came into existence with the formation of the Chiefs of Ontario Office in 1975 (1975 AOCC Motion #10).

#### AUTHORITY AND MANDATE

1. The Leadership Council (LC) is the Ontario First Nations political coordination steering committee, authorized by the Chiefs in Assembly. The authority is delegated and can be curtailed, expanded or withdrawn by any future Assembly. The LC does not have any inherent authority.
2. The LC coordinates political positions with the Regional Chief on unforeseen and urgent issues between Assemblies.
3. The LC's function is to plan and set political priorities for collective action aimed at the betterment of life in First Nations according to the directions of the Chiefs in Assembly.
4. The LC is intended to create the space for leadership to have discussion on mandated issues between Special Chiefs Assemblies and the Annual Assembly .
5. All LC decisions shall state their source of authority, whether by way of Chiefs Resolution or the responsibilities and mandate from paragraphs 2 and 4, respectively when political positions are put forward.
6. The LC is not an administrative body and is separate from the Chiefs of Ontario Board of Directors. The LC has no administrative role in the governance of the Chiefs of Ontario Secretariat.
7. A primary responsibility of the LC is to oversee the implementation of resolutions passed by the Chiefs in Assembly, particularly, but not exclusively, those resolutions that delegate implementation to the LC.
8. The LC may adopt strategic approaches to advance a consolidated approach deemed necessary to implement the resolutions and mandates passed by the Chiefs in Assembly.
- 9. The Board shall inform the LC regarding significant administrative or financial initiatives of the Secretariat.**

#### COMPOSITION

10. The LC is comprised of eight voting members: The Grand Chiefs or Leaders of the four regional First Nation organizations (AIAI, Grand Council Treaty #3, NAN and



Anishinabek Nation), one representative from the Independent First Nations, the Chief of Six Nations, the Grand Chief of Akwesasne, and the Grand Chief of Mushkegowuk.

11. If LC members are not available to attend any given LC meeting, they may appoint a proxy, in writing, with authority to make decisions at a LC meeting.

12. The Ontario Regional Chief shall be the non-voting chair of the LC and her/his participation does not count toward quorum. In the absence of the ORC at a LC meeting, the LC may select a chairperson for that meeting. The Chairperson shall not have a vote in the meeting.

### **QUORUM**

13. The Quorum for holding an official LC meeting and decision-making shall be five LC members.

### **ADJOURNMENT**

14. Where no quorum can be obtained within a reasonable time after the designated start time, the meeting shall be adjourned to a later date, subject to the general notification and other requirements. The LC members present at the adjourned meeting may discuss issues on an informal basis, but no decisions shall be taken and no official minutes shall be recorded, except a minute noting the adjournment.

### **ELDERS, CHIEFS AND OTHERS**

15. Chiefs, Councilors and invited guests are welcome at their own expense to attend LC meetings and listen to deliberations. However, the LC may decide at any time to go in camera for part or whole of any meeting.

16. Members of OFNYPC, the Women's Caucus and the Elders' Council may appoint speakers to attend LC meetings and to provide advice on relevant issues and/or decision-making.

### **MEETINGS OF THE LC**

17. The LC shall meet four times a year or more often if deemed necessary or to deal with urgent issues which may arise from time to time.

18. The Ontario Regional Chief (ORC) or any two LC members can call for an LC meeting to deal with an urgent matter. When an urgent meeting is called, all members of the LC shall be immediately notified by the Chiefs of Ontario Secretariat and/or the ORC's office.

19. LC meetings shall be held on a First Nation Reserve Territory when feasible.

20. Meetings may be held face-to-face, by telephone or by other electronic means.

### **NOTICE OF MEETINGS**

21. LC consideration and decision-making shall take into account the regional, cultural and historical diversity of First Nations in Ontario.

22. If a substantive agenda item is added during a meeting, no decision can be made on that item unless there is consensus of all eight LC members. Sufficient written background material on the added item must be made available at the meeting. Any LC member may require that the added item be deferred for at least five business days to permit due consideration of the written material.

### **DECISION-MAKING**

23. LC consideration and decision-making shall take into account the regional, cultural and historical diversity of First Nations in Ontario.

24. Every reasonable effort should be made by the LC to reach a consensus on substantive issues. Depending on the circumstances, such reasonable efforts may include deferral of an issue, commissioning an expert report, and traditional mediation.

25. When consensus cannot be achieved in a reasonable time, the LC shall make a decision by a majority vote. The vote shall be determined on a 50% plus one basis, with abstentions not counting. If there is a tie vote, no decision shall be recorded, and the matter shall be deferred for future consideration at the discretion of the LC, subject to any applicable Chiefs Assembly resolution(s).

26. Where the LC is unable to make a decision as described above, the LC may move to convene a Special Chiefs Assembly on an urgent basis with a minimum of 5-7 business days' notice and depending on the availability of resources.

27. All decisions of the LC shall be recorded by resolution.

### **RECORDING AND REPORTING**

28. All resolutions and meeting summaries shall be recorded in official minutes, which shall be sent by COO to LC members within 10 business days of each meeting.

29. A LC report shall be sent to all First Nations once each quarter of the COO fiscal year.

30. The LC shall present a report/update at each Chiefs Assembly.

### **CONFLICT OF INTEREST**

31. Any perceived or real conflict of interest shall be disclosed to the LC before a matter is discussed. The LC will determine whether there is a conflict. The member in conflict will leave the room until the discussion is complete and shall not attempt to influence the discussion or decision-making process.

### **PORTFOLIOS**

32. The LC members and the ORC shall allocate the portfolios. Each allocation is subject to the consent of the respective LC member.

33. Deputy Grand Chief's from Provincial Territorial Organizations, and independent and/or unaffiliated Chief's, may also be assigned portfolio's, subject to the approval of the LC.

34. The role of the portfolio holder is to provide advice and guidance to a specific COO committee or working group. The portfolio holder and committee provide recommendations and advice to the LC and Chiefs in Assembly.

35. A list of portfolios shall be appended to this Terms of Reference and updated as portfolios change.

### **COMMITTEES, ROUNDTABLES, AND WORKING GROUPS**

36. The LC may establish committees and other similar entities, whether ad hoc or standing, to fulfill any part of its mandate or responsibilities.

37. The LC may appoint LC members and others to represent Ontario First Nations on various AFN and other committees, fora, and entities.

38. Subject to financial resources, COO shall provide technical assistance to each committee.

39. All committees created by the LC shall be accountable to the LC and the Chiefs in Assembly through regular reporting at scheduled meetings.

### **REVIEW**

40. The LC will review the terms of reference every three years at the commencement of a new term of the Ontario Regional Chief.

41. Amendments to this terms of reference must be approved by the LC and presented to the Chiefs in Assembly for approval.

### **CHIEFS OF ONTARIO SECRETARIAT**

42. The COO Secretariat, in coordination with the Regional Chief's office, shall organize the holding of all LC meetings and initiate any follow-up action in cooperation with the Ontario Regional Chief. The Chief Operating Officer may delegate follow up responsibilities to staff as resources permit.



## APPENDIX 'C'

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### LEADERSHIP COUNCIL CODE OF CONDUCT

#### PURPOSE

This Code of Conduct sets out the standard of conduct expected of members of the Leadership Council (“LC Members”) when undertaking work on behalf of Chiefs of Ontario:

#### INTERPRETATION

In this Code of Conduct,

**“Confidential Information”** means any information, whether it is communicated verbally, or by written or electronic means, that is acquired by an LC Member in their capacity as such and that constitutes personal information, information that LC is required by law or contract to keep confidential, or information that LC, acting reasonably, determines must be kept confidential in the best interests of the Chiefs of Ontario;

**“Conflict of Interest”** means any situation in which an LC Member either uses, or may reasonably be perceived to be using, their position and involvement with the Chiefs of Ontario to garner a benefit or advantage for themselves or a Family Member;

**“Harassment”** means a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome or unwanted by a reasonable person;

**“Family Member”** means a father, father-in-law, step-father, step-father-in-law, mother, mother-in-law, step-mother, step-mother-in-law, foster parent, sister, sister-in-law, brother, brother-in-law, spouse, common-law partner, child, step-child, grandchild, step-grandchild, ward of the LC Member, grandparent, grandparent-in-law, great-grandparent, great-grandparent-in-law, and any relative or person permanently residing in the LC Member’s residence or with whom the LC Member resides (Any reference to “child” shall include an adopted child);

**“Sexual Harassment”** means:

- engaging in a course of vexatious comment or conduct against an employee in a Chiefs of Ontario workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or

- making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the Chiefs of Ontario employee and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

## **APPLICATION**

This Code of Conduct applies to LC Members while carrying out their LC duties on behalf of Chiefs of Ontario.

## **OBLIGATIONS**

**Dignity and Respect:** LC Members shall act with dignity and respect in the course of carrying out their duties and in their dealings with each other and with Chiefs of Ontario staff. Harassment and discrimination are not consistent with dignified and respectful relationships.

**Harassment and Discrimination:** LC Members shall not discriminate in the course of carrying out their duties on the basis of grounds protected by human rights law (including race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, Sexual orientation, gender identity, gender expression, age, marital status, family status or disability). Harassment, whether it be personal against another or based on grounds protected by human rights law, is strictly prohibited. Sexual Harassment is a type of Harassment which is also strictly prohibited.

**Confidentiality:** No LC Members shall divulge any Confidential Information without prior authorization from LC and the Chief Operating Officer of the Chiefs of Ontario.

**Conflict of Interest:** A Conflict of Interest will arise when an LC Member exercises power or performs their duty or obligations and at the same time knows, or ought to know, that in doing so, there is an opportunity to receive a benefit or provide a benefit to themselves or a Family Member. It is the duty of all LC Members to identify and disclose to LC any Conflict of Interest or any potential Conflict of Interest. An LC Member shall not, without the unanimous consent of the rest of LC take part in any discussion or decision relating to any issue which has the potential of direct or indirect benefit to themselves or any Family Member.

**Conduct at LC Meetings:** LC Members shall contribute to the decision-making process of LC in a constructive manner. LC Members shall not impede the business of LC by engaging in disorderly, disruptive, or abusive conduct or otherwise causing a disturbance.

**Conduct at Committee Meetings:** LC Members shall contribute to the decision-making process of any COO committee meeting in a constructive manner. LC Members shall not impede the business of their respective COO committee by engaging in disorderly, disruptive, or abusive conduct or otherwise causing a disturbance.

**Conduct at National Meetings:** LC Members shall contribute to the decision-making process of any National meeting in a constructive manner. LC Members shall not impede the business of any National Meeting by engaging in disorderly, disruptive, or abusive conduct or otherwise causing a disturbance.

**Discreditable Conduct:** LC Members shall refrain from engaging in conduct that would discredit or compromise the integrity of LC or Chiefs of Ontario. Discreditable conduct includes:

- a. Use of obscene language or other offensive behaviour at Chiefs of Ontario offices, meetings, events or in the course of representing Chiefs of Ontario;
- b. Failure to attend and participate at LC meetings;
- c. Theft or fraud;
- d. Dishonesty;
- e. Deliberate and serious damage to Chiefs of Ontario property, or serious misuse of Chiefs of Ontario property.
- f. Conduct resulting in a criminal conviction for an indictable offence, as defined under the Criminal Code of Canada.

**Duty to Disclose and Report:** Where an LC Member becomes aware of conduct by another LC Member that does, or may, contravene this Code of Conduct, the LC Member shall promptly notify a the Regional Chief, or, if the contravention is by the Regional Chief, to the members of the Ontario Regional Chief Integrity Committee.

**Undertaking and Acknowledgement:** Upon being appointed to the LC, all LC Members shall sign an undertaking and acknowledgement agreeing to abide by the provisions of this Code prior to being provided with access to any confidential information, participating in any LC meetings or communications, and otherwise fulfilling any role or duty as a member of the LC.



## APPENDIX 'D'

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### INTEGRITY COMMITTEE

#### 1.0 INTERPRETATION

1.1.1. The terms in Appendix "C" shall have the same meaning as defined in the Charter of the Chiefs of Ontario unless otherwise indicated.

#### 2.0 CONSTITUTION OF INTEGRITY COMMITTEES

2.1.1. The ORC Integrity Committee and LC Integrity Committee shall convene only where a Complaint or Alleged Breach is brought to the attention of the respective committee.

2.1.2. The purpose of the ORC Integrity Committee and LC Integrity Committee is to ensure that Complaints and Alleged Breaches are addressed promptly and fairly to maintain the integrity of, and public confidence in, COO and its operations.

#### 2.2. ORC Integrity Committee

2.2.1. LC shall annually appoint the following to the ORC Integrity Committee:

- a) 1 (one) member of LC, whose role will be to assess, investigate and address a Complaint in accordance with the provisions of this Appendix.
- b) 1 (one) member of Elder Committee whose role will be to assess, investigate and address a Complaint in accordance with the provisions of this Appendix and assist and advise the ORC Integrity Committee in ensuring that the principles and processes of restorative justice are applied with trust, honour, respect and integrity, and
- c) 1 (one) member of COO Board whose role will be to assess, investigate and address a Complaint in accordance with the provisions of this Appendix. The COO Board member is responsible for any administrative functions set out in this Appendix, including convening meetings, preparing reports, and coordinating investigations.

2.2.2. Where making appointments pursuant to section 2.2.1, LC shall ensure regional representation in the membership of the ORC Integrity Committee, where reasonably possible.

2.2.3. The ORC Integrity Committee shall exercise consensus-based decision-making when performing its functions pursuant to this Appendix. Where the ORC Integrity Committee is not able to reach consensus at any stage of its handling of a Complaint, the ORC Integrity Committee shall report the matter to the LC for further direction.

### **2.3. LC Integrity Committee**

2.3.1. LC shall annually appoint the following to the LC Integrity Committee:

- a) 1 (one) member of LC, whose role will be to assess, investigate and address an Alleged Breach in accordance with the provisions of this Appendix,
- b) 1 (one) member of Elder Committee whose role will be to assess, investigate and address an Alleged Breach in accordance with the provisions of this Appendix, and assist and advise the LC Integrity Committee in ensuring that the principles and processes of restorative justice are applied with trust, honour, respect and integrity;
- c) ORC whose role will be to assess, investigate and address an Alleged Breach in accordance with the provisions of this Appendix, and
- d) COO Chief Operating Officer who is responsible for any administrative functions set out in this Appendix in respect of an Alleged Breach, including convening meetings, preparing reports, and coordinating investigations. The COO Chief Operating Officer shall not have any authority to assess, investigate and address an Alleged Breach.

2.3.2. Where making appointments pursuant to section 2.3.1, LC shall ensure regional representation in the membership of the LC Integrity Committee, where reasonably possible.

2.3.3. The LC Integrity Committee shall exercise consensus-based decision-making when performing its functions pursuant to this Appendix. Where the LC Integrity Committee is not able to reach consensus at any stage of its handling of a Complaint, the LC



Integrity Committee shall report the matter to the LC for further direction.

### **3.0 ONTARIO REGIONAL CHIEF – COMPLAINTS AND DISPUTES**

#### **3.1. Complaints and Disputes**

- 3.1.1. A Complaint regarding the ORC may be delivered or received, either verbally or in writing by any person, to the Chief Operating Officer or any member of the LC.
- 3.1.2. The Chief Operating Officer or member of the LC shall notify the ORC Integrity Committee when they receive a Complaint concerning the ORC.
- 3.1.3. Where the ORC Integrity Committee is made aware of a Complaint concerning the ORC, the ORC Integrity Committee shall duly convene a meeting within fourteen (14) days for the purpose of assessing a Complaint and considering the best course of action to be taken.
- 3.1.4. No party making a Complaint or participating in the investigation of a Complaint shall be subject to reprisal, threat of reprisal, or, where applicable, discipline by the ORC, member of the ORC Integrity Committee, member of the LC or any other Chiefs of Ontario representative, member or employee.

### **4.0 Ontario Regional Chief – Discipline Policy and Procedure**

#### **4.1. Purpose of the Discipline Policy**

- 4.1.1. This discipline policy is a framework for the LC to respond to misconduct where the ORC does not adhere to the Oath of Office, AOCC Code of Conduct and all other policies and standards of Chiefs of Ontario. The purpose of this policy is to deal with allegations of misconduct fairly and ensure that discipline is proportionate to the seriousness of the misconduct.
- 4.1.2. The purpose and application of this discipline policy is to be applied, to the greatest extent possible, in accordance with the principles of restorative justice.

#### **4.2. Investigation**

- 4.2.1. ORC Integrity Committee may, in its sole discretion, decide whether to investigate a Complaint and the depth of investigation required, in order to determine if:
  - a) a person or persons have been harmed by conduct that is the subject of the Complaint;

- b) the ORC has been the cause of such harm;
- c) the ORC takes responsibility for causing the harm (where harm has been found to have occurred, and where the ORC is found to have caused the harm);
- d) what steps can or should be taken to promote reconciliation, restoration, and healing for the persons harmed by the ORC's conduct; and
- e) whether measures are in place to ensure that the reasonable probability of further, similar harm can be prevented, including through steps taken by the ORC to address underlying causes, issues, and challenges that may have given rise to the conduct causing harm.

4.2.2. Any investigation, including the preparation of a report, shall be completed within three (3) months.

4.2.3. Where the ORC Integrity Committee concludes that no harm has occurred, or at least no harm caused by any conduct of the ORC, the consideration of the complaint shall be closed, with this result and (where appropriate) reasons provided by the ORC Integrity Committee to the complainant.

4.2.4. Where the ORC Integrity Committee determines through an investigation that:

- a) Harm has been caused by the conduct of the ORC, but the ORC does not take responsibility for causing such harm; or
- b) The harm caused by the conduct of the ORC is not of a nature that can be adequately addressed through restorative measures,

The ORC Integrity Committee shall take such further steps as are necessary and appropriate to ensure that the conduct of the ORC is disciplined in accordance with the progressive discipline provisions of this Appendix.

4.2.5. The ORC Integrity Committee shall report the existence and outcome of any investigation, and the imposition of any discipline as

a result of an investigation, to the Chiefs in Assembly in a manner that reasonably ensures the protection of the privacy of the individuals involved.

- 4.2.6. The outcome of any investigation and any discipline imposed as a result of the investigation shall be communicated in writing to the ORC.
- 4.2.7. The outcome of any investigation and any discipline imposed as a result of the investigation may be communicated to a complainant at the discretion of the ORC Integrity Committee.
- 4.2.8. The ORC Integrity Committee may, in its sole discretion, determine whether and to what extent it is necessary to suspend the ORC during an investigation into a Complaint. The ORC Integrity Committee will confirm the suspension in writing to the ORC.
- 4.2.9. Suspension of this kind is not a disciplinary penalty and does not imply that any decision has been made about a Complaint. The ORC suspended pending investigation will continue to receive their full compensation and benefits during the period of suspension and will remain bound by the terms and conditions of their position. During a suspension, the ORC is required to co-operate with investigative procedures such as interviews or document disclosure.

### **4.3. Confidentiality**

- 4.3.1. The ORC Integrity Committee is committed to addressing a Complaint with respect for the privacy of any individuals involved and will treat as confidential any information communicated to them in connection with an investigation or disciplinary matter, subject to any reporting obligations described in this Appendix.

### **4.4. Progressive Discipline**

- 4.4.1. In cases where the ORC Integrity Committee deems discipline an appropriate response to ORC misconduct, a progressive discipline approach will be adopted. If misconduct persists, more serious penalties will be applied as described in this policy, up to and including removal from office.
- 4.4.2. While progressive discipline normally escalates in response to continued misconduct, the ORC Integrity Committee reserves the right to repeat any progressive discipline step, or to commence disciplinary actions at any step up to and including recommending suspension or removal from office, where justified by the circumstance

#### **4.5. Misconduct**

4.5.1. Examples of behaviour that will normally be treated as misconduct and subject to discipline under this policy include:

- a) Minor breaches of the ORC Oath of Office, AOCC Code of Conduct, Charter, articles, by-laws or written policies of the Chiefs of Ontario.
- b) Minor damage to Chiefs of Ontario property, or minor misuse of Chiefs of Ontario property.
- c) Use of obscene language or other offensive behaviour at Chiefs of Ontario offices, meetings, events or in the course of representing Chiefs of Ontario.

#### **4.6. Gross Misconduct**

4.6.1. Examples of behaviour by the ORC in the course of fulfilling their duties as a representative of COO, that will be treated as gross misconduct and which will justify a more serious disciplinary response up to and including removal from office include:

- a) Serious breaches of the ORC Oath of Office, AOCC Code of Conduct, Charter, articles, by-laws or written policies of the Chiefs of Ontario.
- b) Theft or fraud.
- c) Workplace harassment, meaning engaging in a course of vexatious comment or conduct against an employee in a COO workplace that is known or ought reasonably to be known or unwelcome, including on the basis race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability.
- d) Workplace sexual harassment, meaning engaging in a course of vexatious comment or conduct against an employee in a COO workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome.

- e) Workplace violence or bullying, including: (a) the exercise, or attempted exercise, of physical force by a person against a worker, in a COO workplace, that causes or could cause physical injury to the worker; or (b) a statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a COO workplace, that could cause physical injury to the worker.
- f) Unlawful discrimination, meaning any form of unequal treatment based on basis race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability, whether imposing extra burdens or denying benefits and whether intentional or unintentional.
- g) Deliberate and serious damage to Chiefs of Ontario property, or serious misuse of Chiefs of Ontario property.
- h) Criminal conviction
- i) Bringing Chiefs of Ontario into disrepute.
- j) Breach of confidentiality
- k) Misrepresentation of overtime, expenses, etc.
- l) Use, possession, distribution or sale of alcohol, recreational cannabis, illicit drugs or intentional misuse of medication while on the COO premises or in the course of fulfilling the OCR's duties as a representative of COO.
- m) Dishonesty.
- n) Breach of workplace safety policies or procedures that exposes the ORC or others to serious risk of injury.

#### **4.7. Verbal Warning**

- 4.7.1. Where prior progressive discipline is not a factor, minor incidents of misconduct will be addressed by the ORC Integrity Committee through a verbal warning. The verbal warning will identify the misconduct and communicate expectations for improved conduct, including the completion of additional training and skills development. A note recording the details of the verbal warning will be placed in the ORC's personnel file.

#### **4.8. Written Warning**

4.8.1. In cases of gross misconduct or those where the ORC has previously received a verbal warning for similar conduct, an ORC may be given a written warning by the ORC Integrity Committee. If so, a formal disciplinary letter will be given to the ORC and placed in their personnel file. This letter will detail the misconduct, expectations for improvement, including the completion of additional training and skills development, and the consequences of further misconduct, including the possibility of suspension or removal from office.

#### **4.9. Suspension**

4.9.1. In cases of gross misconduct or those involving repeated misconduct following earlier progressive discipline warnings, the ORC Integrity Committee may recommend to the Chiefs in Assembly a paid or unpaid suspension for a period appropriate in the circumstances.

4.9.2. If a disciplinary suspension is approved, the ORC Integrity Committee will meet with the ORC to provide a suspension letter detailing the misconduct, the duration and conditions of the suspension, expectations for improved conduct and the consequences of further misconduct, including the possibility of removal from office. The ORC will then be placed on the suspension and return when the suspension period ends.

#### **4.10. Final Written Warning**

4.10.1. The ORC Integrity Committee may recommend to the Chiefs in Council a final written warning where:

- a) Misconduct persists despite earlier warnings and/or suspension issued through the progressive discipline process; or
- b) An incident of gross misconduct is sufficiently serious to warrant a final written warning.

4.10.2. If a final written warning is approved, the ORC will be provided with a final written warning letter explaining expectations for improved conduct and the circumstances under which the ORC will be removed from office upon further incidents of misconduct.

4.10.3. A final written warning may be combined with a disciplinary suspension under this policy.

#### **4.11. Removal from Office**

4.11.1. The ORC Integrity Committee may recommend the ORC's removal from office as a discipline measure where:

- a) The ORC has engaged in repeated misconduct despite several progressive discipline interventions and despite the provision of a final written warning, and restorative justice measures have been determined to be either ineffective or unwelcome; or
- b) An incident of gross misconduct is so severe that it is incompatible with the ORC's continued representation of the Chiefs of Ontario.

4.11.2. Where the ORC Integrity Committee determines that the ORC's removal from office is the appropriate discipline measure:

- a) the ORC Integrity Committee shall provide written notice, including reasons for imposing the discipline measure, to the ORC and the Chiefs in Assembly; and
- b) the Chiefs-in-Assembly shall convene a Special Meeting no sooner than fourteen (14) days following the receipt of the notice to consider the recommendation of the ORC Integrity Committee.

4.11.3. The Leadership Council shall be responsible for arrangements for the Special Meeting convened pursuant to section 4.11.2, including the selection of the chair and preparation of the agenda.

4.11.4. The ORC may provide a written response to the notice described in section 4.11.2 to the ORC Integrity Committee and Chiefs in Assembly prior to the commencement of the Special Meeting convened to consider the ORC's removal from office.

4.11.5. A representative of the ORC Integrity Committee shall be permitted to address the Chiefs in Assembly at the Special Meeting convened to consider the ORC Integrity Committee's recommendation to remove the ORC from office.

4.11.6. The ORC shall be permitted to address the Chiefs in Assembly at the Special Meeting convened to consider the ORC Integrity Committee's recommendation to remove the ORC from office.

4.11.7. Following any submissions by the ORC Integrity Committee and the ORC, the Chiefs in Assembly at the Special Meeting shall vote on the recommendation of the ORC Integrity Committee.

#### **4.12. Safekeeping and Retention of Investigation Documents**

- 4.12.1. Documents associated with an investigation into an allegation of misconduct by the ORC (including a copy of any complaint, any notes of and investigator, witness statements, any investigator findings, corrective action taken, and the communication of the results of the investigation to any complainant and ORC), will be stored in a secure location at Chiefs of Ontario.
- 4.12.2. These documents will not be disclosed unless necessary to investigate a complaint or incident of misconduct, to take corrective action, or otherwise as required by law.
- 4.12.3. Documents associated with a misconduct complaint will be retained by Chiefs of Ontario for a minimum of three years following the conclusion of the investigation. Documents associated with workplace violence or harassment complaint of a sexual nature, may be retained longer at the discretion of the Chief Operating Officer.

#### **5.0 Leadership Council – Breach of COO LC Code of Conduct**

##### **5.1. Breaches**

- 5.1.1. Notice of an Alleged Breach by a member of the LC may be delivered or received, either verbally or in writing by any person, to the Chief Operating Officer or any member of the LC or LC Integrity Committee.
- 5.1.2. The Chief Operating Officer or member of the LC shall notify the LC Integrity Committee when they receive an allegation of an Alleged Breach by an LC.
- 5.1.3. Where the LC Integrity Committee is made aware of an Alleged Breach concerning an LC member, the LC Integrity Committee shall duly convene a meeting within fourteen (14) days to consider the Alleged Breach in respect of the LC member and consider the best course of action.
- 5.1.4. No party providing notice of an Alleged Breach or participating in an investigation of an Alleged Breach shall be subject to reprisal, threat of reprisal, or, where applicable, discipline by the ORC, member of the LC Integrity Committee, member of the LC or any other Chiefs of Ontario representative, member or employee.



## **6.0 LEADERSHIP COUNCIL – ADDRESSING ALLEGED BREACH**

### **6.1. Investigation and Addressing an Alleged Breach**

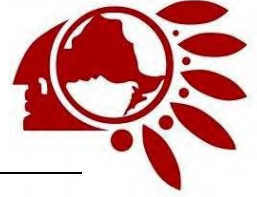
- 6.1.1. The LC Integrity Committee may, in its sole discretion, determine whether the conduct described in the Alleged Breach relates to activities undertaken by an LC member on behalf of COO.
- 6.1.2. Where the LC Integrity Committee determines that the conduct described in the Alleged Breach relates to activities undertaken on behalf of COO, the LC Integrity Committee shall provide notice to the appropriate provincial territorial organization (“PTO”) or community.
- 6.1.3. Where the LC Integrity Committee determines that the conduct described in the Alleged Breach does not relate to activities undertaken on behalf of COO, LC Integrity Committee may refer the matter to the appropriate PTO or community.
- 6.1.4. The LC Integrity Committee may, in its sole discretion, decide whether to investigate an Alleged Breach in respect of an LC member and the depth of investigation required.
- 6.1.5. Any investigation shall be completed and reported to the LC Integrity Committee within three (3) months.
- 6.1.6. An Alleged Breach shall be investigated before the LC Integrity Committee takes any steps to address an Alleged Breach.
- 6.1.7. Within fourteen (14) days of the receipt of an investigation report, the LC Integrity Committee shall determine whether and to what extent to address an Alleged Breach including, referring the matter to the appropriate PTO, training, mediation, or recommending the suspension or removal of the LC member from the LC to the LC and Chiefs in Assembly. In making the determination of whether and to what extent to address an Alleged Breach, the LC Integrity Committee shall be, to the greatest extent possible, informed by principles of restorative justice and the promotion of reconciliation, restoration and healing.
- 6.1.8. The LC Integrity Committee shall report the existence and outcome of any investigation, and any steps taken to address an Alleged Breach, to the LC and Chiefs in Assembly in a manner that reasonably ensures the protection of the privacy of the individuals involved.

6.1.9. The outcome of any investigation and any steps taken to address an Alleged Breach shall be communicated in writing to the LC member.

6.1.10. The outcome of any investigation and steps taken to address an Alleged Breach may be communicated to a complainant at the discretion of the LC Integrity Committee.

## **6.2. Confidentiality**

6.2.1. LC Integrity Committee is committed to addressing an Alleged Breach with respect for the privacy of any individuals involved and will treat as confidential any information communicated to them in connection with an Alleged Breach, subject to any reporting obligations described in this Appendix.



## APPENDIX E

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### BOARD OF DIRECTOR'S TERMS OF REFERENCE

**These terms of reference summarize the powers, responsibilities, and procedures for the Chiefs of Ontario Board of Directors as set out in the following governance documents:**

- Articles of Continuance
- Charter of the Chiefs of Ontario
- Amended and Restated By-Law 2, *A by-law repealing previous by-law and relating generally to the conduct of the affairs of Indian Associations Co-ordinating Committee of Ontario Inc.*
- By-Law 4, *A by-law amending By-law A by-law amending By-Law No. 2 of Indian Associations Co-ordinating Committee of Ontario Inc.*
- Chiefs of Ontario Secretariat Finance Policy

### **BACKGROUND**

The Board of Directors came into existence with the formation of the Chiefs of Ontario Office Indian Associations Co-ordinating Committee of Ontario Inc. (the "**Corporation**") in 1975 (1975 AOCC Motion #10).

### **AUTHORITY AND MANDATE**

1. The Board of Directors is responsible for overseeing the mechanics of the Chiefs of Ontario Secretariat (the "Secretariat") as a not-for-profit Corporation, as it fulfills its purpose of supporting Ontario First Nations in their exercise and assertion of sovereignty, jurisdiction, and their chosen expression of nationhood.
2. The Board of Directors reviews and makes decisions regarding the financial and administrative business of the Corporation. This includes providing overviews to the Chiefs in Assembly of the spending and activities of the Leadership Council and the Committees, as well those of the Secretariat.
3. The Board of Directors is distinct from the Leadership Council, which is a political coordination steering committee comprised of representatives of the PTOs. The Board, unlike the Leadership Council, plays an administrative governance role within the Chiefs of Ontario.

4. The Board of Directors is not responsible for any political decision-making or action. The Leadership Council and Chiefs in Assembly are responsible for political decision-making, while the Board oversees the administrative and financial implementation of those decisions.
5. The Board of Directors shall administer and govern the Secretariat in the best interests of, and in order to best serve, the communities in Ontario represented by the Chiefs in Assembly.
6. The Board shall receive and review quarterly financial statements from the Chief Operating Officer and the Treasurer.
7. The Board is responsible for providing financial statements to the Provincial Territorial Organizations ("**PTOs**") on a quarterly basis.
8. The Board shall make financial statements available to independent and unaffiliated First Nations upon those First Nations' request and at the discretion of the Board.
9. The Board may appoint committees, advisory bodies, Officers, and Agents in order to best fulfill and achieve its mandate.
10. The Board of Directors shall report to the Chiefs in Assembly on its composition, as well as its administrative and financial activities, on an annual basis at the Annual Chiefs' Assembly.

## **COMPOSITION**

### **Board Member Qualification**

11. Directors shall not be officers or employees of the Corporation.

### **Number of Directors**

12. The Board of Directors will consist of four (4) Directors.

### **Composition of the Board**

13. The Board will be comprised of one person appointed by each Member of the Corporation.

### **Membership in Corporation**

14. Membership in the Corporation shall consist of the following societies or corporations, including their successors as they may be names from time to time, and the rights and powers of these Members shall be exercised by the Grand Chief or Grand Council Chief, as the case may be, of: The Association of Iroquois and Allied Indians, The Grand Council of Treaty No. 3, The Nishnawbe Aski Nation, and the Union of Ontario Indians.

### **Appointment of Directors and Notice Requirement**

15. Each Member will appoint a Director and notify the Corporation of the appointed Director in advance of Directors assuming such roles.

### **Terms**

16. The term of the Office for Directors is three (3) years.

### **Removal of Director**

17. The Office of the Director shall be automatically vacated:

- (a) If the active member that appointed the Director withdraws from the Corporation;
- (b) If the active member that appointed the Director becomes bankrupt or suspends payment to or compromises with its creditors;
- (c) On the dissolution or winding up of the active member that appointed the Director; and
- (d) If the member that appointed the Director removes or replaces the Director by PTO resolution.

## **Committees**

18. The Board may from time to time appoint any committee or advisory body, as it deems necessary or appropriate for such purpose and, subject to the *Canada Not-for-profit Corporation Act* (the "**Act**"), with such powers as the Board shall see fit. Any such committee may formulate its own rules of procedure, subject to such regulations or directions as the Board may from time to time make. Any committee member may be removed by resolution of the Board of Directors.

## **Conflict of Interest**

19. Directors and/or Officers shall disclose any conflict of interest to the corporation or request to have entered in the minutes of meetings of the Board.

## **ROLES AND RESPONSIBILITIES**

### **Decision-Making**

20. Subject to the Act and to the by-laws, the Directors shall have the management and control of the affairs of the Corporation, which are limited to the administrative, operational, and financial administration of the Secretariat.

21. The Directors may exercise all such powers of the Corporation as are not by the Act or By-laws required to be exercised by the Members at general meetings, or by the Leadership Council.

22. Decisions of the Board shall be made wherever reasonably possible by consensus or general agreement. When all reasonable efforts to achieve consensus have been exhausted without success, a vote of 50% plus one of the Directors in attendance shall be sufficient to constitute a decision.

23. Each Director may exercise one vote except the Chair, who shall have no vote except in the event of a tie, in which case the Chair shall have the casting or deciding vote.

24. In accordance with the Act, proxies or alternatives are not permitted to vote at Board meetings.

25. The Board of Directors shall administer and govern the Secretariat in the best interests of, and in order to best serve, the communities in Ontario represented by the Chiefs in Assembly.

### **Effective Date**

26. Subject to the Articles, the Board of Directors may, by resolution, make, amend or repeal any by-laws that regulate the activities or affairs of the Corporation. Any such by-law, amendment or repeal shall be effective from the date of the resolution of Directors until the next meeting of Members where it may be confirmed, rejected or amended by the Members by ordinary resolution. If the by-law, amendment or repeal is confirmed or confirmed as amended by the Members it remains effective in the form in which it was confirmed. The by-law, amendment or repeal ceases to have effect if it not submitted to the Members at the next meeting of Members or if it is rejected by the Members at the meeting.

27. This section does not apply to a by-law that requires a special resolution of the members according to subsection 197(1) (Fundamental Change) of the Act because such by-law amendments or repeals are only effective when confirmed by the Members.

### **Omissions & Errors**

28. The accidental omission to give any notice to any member, director, officer or public accountant, or the non-receipt of any notice by any such person where the Corporation has provided notice in accordance with the by-laws or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

### **Expenditures**

29. All payments of invoices by the Corporation must be approved by the Secretariat department Directors for their respective sectors and otherwise by the

Chief Operating Officer as set out in the Corporation's Financial Management Policies and Procedures.

### **Reporting**

30. The Board of Directors is responsible for providing quarterly financial statements to the PTOs; PTOs will be responsible for transmitting such statements to their members and leadership.

31. The Treasurer of the Board shall provide and present the annual financial reports, including an audit for the Corporation, to the Chiefs in Assembly at the Annual Chiefs' Assembly, at every Annual Chiefs' Assembly.

32. The Board of Directors shall report to the Chiefs in Assembly on the composition and activities of the Corporation that operates the Secretariat on an annual basis.

33. The Board shall inform the LC regarding significant administrative or financial initiatives of the Secretariat.

34. Where a representative of a First Nation in Ontario which is not a member of a PTO and requests financial information, including financial statements, from the Corporation, the Treasurer of the Board of Directors will assess such requests and will provide such information as would normally be available and provided to PTOs, in response.

### **Head Office**

35. The head office of the Corporation shall be set by the Board of Directors by resolution.

### **Appointments – Chief Operating Officer**

36. The Board is responsible for the appointment and evaluation of a Chief Operating Officer for the Chiefs of Ontario Secretariat. The Chief Operating Officer is then retained by the Board through an employment agreement.



37. The Chief Operating Officer shall be the chief executive of the Corporation, and shall attend all meetings of the Board of Directors and shall, under the direction of the directors and in accordance with the Act and by-laws, manage the affairs of the Corporation.

### **Appointment – Officers**

38. The Board may designate the offices of the Corporation, appoint Officers on an annual or more frequent basis, specify their duties and, subject to the Act, delegate to such Officers the power to manage the affairs of the Corporation. A Director may be appointed to any office of the Corporation. An officer may, but need not be, a Director. Two or more offices may be held by the same person. The Officers of the Corporation shall include the position of Chief Operating Officer, the Treasurer, and may include other positions such as President, and Secretary.

### **Appointments – Agents**

39. The Board may appoint Agents and engage employees from time to time and such persons shall have such authority and shall perform such duties as prescribed by resolution or by-law.

## **MEETINGS**

### **Meetings of the Board**

40. The Directors may convene more than one general meeting per year.

41. At each annual meeting of the Directors, the Directors shall choose amongst themselves a Chairperson who shall chair all meetings of the Directors for that year, unless it is necessary for the Chief Operating Officer to chair a meeting in order to achieve quorum (as outlined in Section 45).

42. One or more Directors may participate in a board meeting by telephone or electronically, as long as all participants can communicate fully.

## **Quorum**

43. A quorum for a Directors meeting shall be three.

44. Representatives of three members present at the meeting shall constitute a quorum and each representative present at the meeting shall have the right to exercise one vote. If the Corporation chooses to make available a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during a meeting of members, any person entitled to attend such meeting may participate in the meeting by means of such telephonic, electronic or other communication facility in the manner provided by the Act. A person participating in a meeting by such means is deemed to be present at the meeting, including voting, if such person is entitled to vote at the meeting.

45. Where it is necessary in order to achieve quorum, the Board may appoint the Chief Operating Officer to chair any meeting of the Board of Directors.

## **Notice of Meetings**

46. Seven business days' notice shall be given in writing by courier to each Member of any annual or other general meeting of Members, in addition to each Director and to each representative (if any) appointed pursuant to article 8.02 of the *Amended and Restated By-law No. 2*.

47. Meetings of the Board of Directors may be held on 48 hours actual notice to each Director unless such notice is waived by any Director absent or unless all Directors are present at the meeting.

48. A meeting of the Directors may be called by any three Directors.

## **Special Meetings**

49. The Board of Directors shall call a special meeting of Members in accordance with section 167 of the Act, on written requisition of at least three (3) members.

If the Directors do not call a meeting within twenty-one (21) days of receiving the requisition, any Members who signed the requisition may call the meeting.

## **OTHER**

### **Honoraria**

50. The Board may fix a reasonable annual honoraria to be paid to the Directors of the Corporation who are not employees of a PTO. The amount of the honoraria must be reported to the members at each annual meeting of members.

### **Remuneration**

51. Directors shall not receive any fixed remuneration for their services, but, by resolution of the Board, may be allowed remuneration for their attendance at each regular or special meeting of the board. Such sums may be payable to the Directors as the members by resolution determine provided that nothing herein contained shall be construed to preclude any Director from serving the Corporation as an officer or in any other capacity and receiving compensation therefore.

### **Review**

52. The Board of Directors shall review the Terms of Reference every three years at the commencement of a new term of the Ontario Regional Chief.

53. Amendments to this Terms of Reference must be approved by the Chiefs in Assembly.

**Approved by the Board of Directors on April 20, 2022.**

This is **Exhibit “D”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



"Executive Council"

ALL ONTARIO CHIEFS CONFERENCE - July 29 - 31, 1980, Toronto

RESOLUTION

MOTION #: 24

The Ontario Indian Social Services Review of the 1965 Welfare Agreement

MOVED BY:

SECONDED BY:

WHEREAS the Chiefs of Ontario see need for changes to the present Social Services Delivery System under the 1965 Welfare Agreement;

AND WHEREAS findings from the report entitled "A Starving Man Doesn't Argue" supports the need for change;

AND WHEREAS Resolution #33 of the All Canada Chiefs Conference held in Ottawa on April 28 to May 1, 1980 establishes a policy framework of Indian goals;

AND WHEREAS the Task Group on Social Services has developed an Indian Policy Framework expressing Indian aspirations, goals, values, principles and objectives reflected in Resolution #33,

BE IT RESOLVED THAT WE, THE CHIEFS OF ONTARIO, AGREE WITH THE FOLLOWING:

- 1) That we establish one alternative concept for an

MOTION # 24 Continued

Indian Community controlled Social Services system  
consistent with Indian values and aspirations.

- 2) That this one alternative concept is a long range  
planning approach.
- 3) That the principle goals and strategy of Bands would  
be to:
  - a) Reaffirm Indian Identity
  - b) Exercise Indian Authority
  - c) Secure recognition of Indian values and rights  
in the Constitution
- 4) That Indian Values are:
  - Self-Government
  - Social Responsibility
  - Self-Sufficiency
  - Self-Determination
- 5) That four principle characteristics of Social and  
other community services reflecting the framework  
of Indian Goals and Values are:
  - i) Indian Specific - to develop services that reflect  
Indian culture in their form and content;
  - ii) Indian Determined - to plan and develop services  
for Indians, by Indians;
  - iii) Band Controlled - to manage Services operations  
under the authority of Band Councils and Indian  
Band Law;
  - iv) Community Based - to develop and deliver services
    - a) in each community, or
    - b) in an Indian community.

This is **Exhibit “E”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



"Executive Council"

ALL ONTARIO CHIEFS CONFERENCE - July 29 - 31, 1980, Toronto

RESOLUTION

MOTION #: 25

The Ontario Indian Social Services Review of the 1965 Welfare Agreement

MOVED BY:

SECONDED BY:

WHEREAS the intention of Indian participation in the Social Services Review has been to change the present Social Services Delivery System to meet Indian-identified needs and aspirations;

AND WHEREAS the Indian strategy for change is to develop Indian people, Indian communities and Indian self-government;

AND WHEREAS this strategy was put into action through Band involvement in the different phases of the Social Services Review as follows:

- i) PHASE I - Review and Evaluation of the 1965 Welfare Agreement with the produced report "A Starving Man Doesn't Argue" from the work of the Tripartite Social Services Review Committee
- ii) PHASE II - Assessment and Alternative Mandate of the Tripartite Social Services Review Committee
- iii) PHASE III - Action for Change



MOTION # 25 Continued

BE IT RESOLVED THAT THE CHIEFS OF ONTARIO give recognition to the Planning Process of the Social Services Review and more specifically to the Tripartite Social Services Task Group and

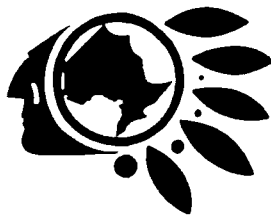
FURTHER give recognition to the demonstration of Community-Based Planning, its potential for total Indian development, and the need for it to continue.

This is **Exhibit “F”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



RESOLUTION

83/35

FUNDING FOR THE RE-NEGOTIATION OF THE  
1965 WELFARE AGREEMENT

WHEREAS the 1965 Welfare Agreement is not meeting the needs of the Indian Bands; and,

WHEREAS the 1965 Welfare Agreement was implemented with no consultation from the Indian Bands and there was no Indian participation in the planning and delivery of social services to Indian people; and,

WHEREAS there was an agreement to establish a Tripartite Intergovernmental Social Services Planning Committee to facilitate Indian Government involvement; and,

WHEREAS the parties have agreed to Step I of the Community Care Report, but Indian control has been limited because there has been only Indian participation in planning.

THEREFORE BE IT RESOLVED that we demand that the Department of Indian Affairs and the Ministry of Community and Social Services immediately provide additional funds to the Associations and Bands for the purpose of consulting with Bands on the 1965 Welfare Agreement and to identify pro's and con's of re-negotiating the Agreement; and,

BE IT FURTHER RESOLVED that Indian social services, including Indian Child Welfare, must be Indian-controlled; and,

BE IT FURTHER RESOLVED that subject to the consent of Indian Governments, the 1965 General Welfare Agreement should be re-negotiated to provide for Indian control of Indian social services.

Moved by: NICK MAINVILLE, Couchiching  
Seconded by: CHIEF DON JONES, Nickousemenecaning

CARRIED.

DATED: June 9, 1983. Toronto.

This is **Exhibit “G”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*

**HEAD OFFICE:**

Fort William First Nation

R.R. #4

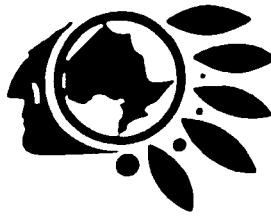
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## CHIEFS OF ONTARIO

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**24<sup>th</sup> ANNUAL ALL ONTARIO CHIEFS' CONFERENCE**

West Bay First Nation, Ontario

June 2-4, 1998

### NEGOTIATION OF A NEW WELFARE AGREEMENT

### RESOLUTION 98/47

**WHEREAS** INAC arrangements with Ontario need to be re-examined to ensure they provide a basis for services to be delivered to First Nations communities and that federal assistance is equivalent to a means of survival for First Nations members; and,

**MOVED BY:**

Chief Ignace Gull,  
Attawapiskat First  
Nation

**WHEREAS** INAC needs to work more closely with First Nation communities and their leaders to search for effective solutions in connection with the social security system; and,

**SECONDED BY:**

Chief Angela Neveau,  
Ojibways of  
Batchewana First  
Nation

**WHEREAS** First Nation leaders are concerned that INAC is not in a position to assess the nature and extent of the efforts needed to deal with the causal factors and to mitigate the rising demands for social assistance in First Nations; and,

**WHEREAS** in searching for an effective solution, involvement of First Nations and their leaders is needed, but such efforts are often hampered by many factors including:

1. Remote locations of the First Nation
2. Inadequate infrastructure in the First Nation
3. Limited access to capital and business opportunity
4. Lack of labour skills
5. The 1965 Welfare Agreement. and,

**WHEREAS** on June 4, 1998, at the All Ontario Chiefs' Conference held in West Bay First Nation, the Ontario Chiefs initiated a deliberation process, to analyze and to make recommendations for restructuring Ontario's social security system as it pertains to First Nations, and to take appropriate steps to prepare to implement such changes; and,

**TABLED/NO QUORUM**

**WHEREAS** the root causes of family insecurity and poverty must be addressed by providing people with opportunities to learn new skills and develop their full potential; and,

**WHEREAS** INAC, along with the Chiefs of Ontario, should seek substantive legislative authority to enunciate program objectives and provide a basis for accountability to parliament for a 1998 First Nation Welfare Agreement; and,

**WHEREAS** under the terms of the 1965 Welfare Agreement between Canada and Ontario, the Province of Ontario provides social assistance services to First Nations and seeks reimbursement from INAC;

**THEREFORE BE IT RESOLVED** that a 1998 First Nation Welfare Agreement be negotiated between INAC and the Chiefs of Ontario to fund social assistance activities; and,

**BE IT FURTHER RESOLVED** that the 1965 Welfare Agreement between Canada and Ontario, the general agreement whereby Ontario has agreed to administer welfare services for First Nations communities with funding from INAC, be terminated as soon as feasible.

This is **Exhibit “H”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



# CHIEFS OF ONTARIO



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***SPECIAL CHIEFS' ASSEMBLY***

February 29 - March 2, 2000  
Thunder Bay, Ontario

**1965 WELFARE AGREEMENT**

**RESOLUTION 00/19**

**Pg. 1 of 2**

**WHEREAS** the 1965 Indian Welfare Agreement is a cost-sharing agreement between Canada and Ontario in relation to Indian Social Services;

**MOVED BY:**

Chief Wellington Staats  
Six Nations of the Grand River  
Territory

**WHEREAS** First Nations in Ontario are not a formal party to this Agreement, yet we are profoundly affected by it:

**SECONDED BY:**

Chief Reuben Cantin  
Wabigoon First Nation

**WHEREAS** the programs and services extended to Ontario First Nations by the schedules to the Agreement have remained stagnant for decades and cannot respond to critical community needs:

**Tabled on March 2, 2000 for  
action by the Planning &  
Priorities Committee (PPC).**

**WHEREAS** Ontario First Nations can no longer keep up with the increased socio-economic needs of the communities and the increased cost of provincial program reforms that are introduced without prior consultation and consent with First Nations; and,

**WHEREAS** some First Nations are considering Bilateral Arrangements with Canada for social service programming, as an alternative approach to the 1965 Agreement:

**THEREFORE BE IT RESOLVED** that the Chiefs in Assembly mandate the Planning and Priorities Committee (PPC) and the Ontario Regional Chief to establish a forum whereby the 1965 Indian Welfare Agreement will be reconsidered;

**FURTHER BE IT RESOLVED** that the Chiefs in Assembly insist that the Minister of Indian and Northern Affairs meet immediately with the PPC and the Ontario Regional Chief to deal with the 1965 Indian Welfare Agreement; and,

**FINALLY BE IT RESOLVED** that Ontario First Nations will take the lead in any discussions with Canada with respect to the 1965 Indian Welfare Agreement, to explore suitable alternatives.

This is **Exhibit "I"** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*

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Website: www.chiefs-of-ontario.org

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## CHIEFS OF ONTARIO

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**SPECIAL CHIEFS ASSEMBLY**  
**November 23-24-25, 2010**  
**Toronto, Ontario**

**RESOLUTION 10/15**

**SUBJECT: SUMMIT TO REVIEW THE 1965 INDIAN WELFARE AGREEMENT**

**MOVER: Chief Isadore Day, Serpent River First Nation**

**SECONDER: Chief Roxane Ayotte, Temagami First Nation**

**DECISION: Consensus**

**WHEREAS:**

1. The 1965 Agreement provides federal cost-sharing to Ontario for the provision of four programs to First Nations: social assistance (Ontario Works), child and family services, child care, and homemaking.
2. It is necessary to consider the 1965 Welfare Agreement in the context of the Tripartite Table to ensure that the federal and provincial governments are held accountable.
3. First Nations are not parties to the 1965 Agreement. The only parties are Ontario and Canada. Although Sec. 2(2) of Agreement requires First Nations' consent for new programs, the rest of the Agreement operates without First Nations' official consent.
4. The Agreement fails to recognize First Nations' right to self-determination and self-government in social program subject areas.
5. First Nations have maintained our right and jurisdiction over the social well-being of our communities.
6. The programs and services extended to Ontario First Nation by the schedules to the Agreement have remained stagnant for decades and cannot respond to critical community needs.

**THEREFORE BE IT RESOLVED THAT WE, THE CHIEFS IN ASSEMBLY:**

1. Mandate the Social Services Coordination Unit and the Chiefs Committee on Social Services to establish a summit whereby the 1965 Indian Welfare Agreement will be discussed with the First Nations leadership, regarding the increased socio-economic needs and best practices pertaining to First Nations.
2. The Social Services Coordination Unit will report back to the June 2011 All Ontario Chiefs Conference with recommendations and options for the Chiefs to consider.

**Certified Copy of a Resolution dated November 24, 2010.**



**Angus Toulouse, Ontario Regional Chief**



This is **Exhibit “J”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*

**ALL ONTARIO CHIEFS CONFERENCE**  
**June 28-29-30, 2016**  
**Thunder Bay, ON**

**RESOLUTION 12/16**

**SUBJECT: CALL FOR THE REPLACEMENT OF THE 1965 INDIAN WELFARE AGREEMENT**

**MOVER: Chief Leslee White-Eye, Chippewas of the Thames First Nation**

**SECONDER: Chief Sheri Doxtator Yehs^nowán, Oneida Nation of the Thames**

**DECISION: CARRIED. 1 abstention: Chief Phyllis Williams, Curve Lake**

**WHEREAS:**

1. The current Child Welfare agreement was established on a bi-lateral process between the Province of Ontario and Canada with no input from First Nations;
2. It is the right of First Nation families and communities to retain a shared responsibility for the upbringing, education and wellbeing of their children as it has been done since time immemorial;
3. The recent decision by the Canadian Human Rights Tribunal (CHRT) reaffirms the blatant disparity experience by First Nations Children in regards to funding and services;
4. The current CHRT recognizes the impediments within the 1965 Indian Welfare Agreement to realizing an equitable relationship;
5. Article 7 section 2. of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) states "Indigenous peoples have the collective right to live in freedom, peace and security as distinct peoples and shall not be subjected to any act of genocide or any other act of violence, including forcibly removing children of the group to another group".

**THEREFORE BE IT RESOLVED, that we, the Chiefs in Assembly:**

1. Will conduct a review, explore options that may result in a replacement of the 1965 Indian Welfare Agreement with a new mechanism that would be consistent with Sec. 35 of the Constitution Act, 1982 and will be built with full participation and final consent of the First Nations in Ontario.

2. Require that the Crown, in moving forward, commit to a mutual relationship where the funding intended for the delivery of child and family services flows directly to First Nations who wish to pursue their own distinct First Nation systems and trilateral agreements.
3. Direct the Chiefs of Ontario (COO), through the Chiefs' Committee on Social to review existing analysis on the 1965 Indian Welfare Agreement and other models to be presented at the 1965 Indian Welfare Agreement Summit as per Chiefs of Ontario Resolution 10/15.
4. Direct COO to seek funding as per the Canadian Human Rights Tribunal ruling requiring a review of the 1965 Indian Welfare Agreement.
5. Support First Nations in the development and implementation of their own child welfare laws and policies where required.
6. To support and advocate for First Nations who wish to pursue direct relationships outside the 1965 Indian Welfare Agreement.

**Certified Copy of a Resolution dated June 29, 2016**



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**Isadore Day, "Wiindawtegowinini", Ontario Regional Chief**



This is **Exhibit “K”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*

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## CHIEFS OF ONTARIO

**35<sup>th</sup> All Ontario Chiefs Conference**  
**July 7-8-9, 2009**  
**Batchewana First Nation**

**FIRST NATIONS CHILD AND FAMILY  
SERVICES - CANADIAN HUMAN RIGHTS  
COMPLAINT**

**RESOLUTION 09/21**  
**Page 1 of 3**

**WHEREAS:**

1. The Charter of Rights and Freedoms guarantees every person equal protection and benefit under the law without discrimination and the United Nations Convention on the Rights of the Child specifically requires that the Government of Canada ensures that children do not experience discrimination;
2. The Auditor General of Canada (2008) found that INAC's funding for First Nations child and family services is inequitable and the INAC Fact Sheet: First Nations Child and Family Services (October, 2006) says "A fundamental change in the funding approach of First Nations Child and Family Services Agencies to child welfare is required in order to reverse the growth rate of children coming into care, and in order for the agencies to meet their mandated responsibilities."
3. There are more First Nations children in child welfare care today than at the height of residential school operations and a report by the Standing Committee on Public Accounts in 2009 confirms that INAC has failed to take necessary action to address the inequities in First Nations child and family services funding;

**MOVED BY:**

Chief Isadore Day  
Serpent River First Nation

**SECONDED BY:**

Chief Laurie Carr  
Hiawatha First Nation

**CONSENSUS**

**Certified Copy of a Resolution adopted on July  
9, 2009.**

Angus Toulouse,  
Ontario Regional Chief

4. The Assembly of First Nations in partnership with the First Nations Child and Family Caring Society of Canada have filed a historic complaint with the Canadian Human Rights Commission to redress INAC's inequitable child and family services funding on reserves;
5. The Canadian Human Rights Commission has formally accepted the child and family services case and has referred it for hearing at the Canadian Human Rights Tribunal and yet regrettably the Government of Canada is spending thousands of dollars to try to stop the tribunal going forward by raising legal technicalities instead of the dealing with the substantial merits of case;
6. Since the Assembly of First Nations has recently experienced significant INAC funding cuts in the First Nations Child and Family Service area which have reduced AFN's capacity to actively participate in the Canadian Human Rights Complaint and to meaningfully support First Nations child and family services.

**THEREFORE BE IT RESOLVED that:**

1. The Chiefs in Assembly affirm that the safety and wellbeing of First Nations children and their families is of utmost concern and direct the Assembly of First Nations to ensure adequate human and financial resources are in place so that the child welfare Canadian Human Rights case can be dealt with as a matter of urgent, and highest, priority and First Nations child and family services can be adequately supported;
2. Take action to ensure that decisions made by the Canadian Human Rights Tribunal and/or Federal Court are based on a full hearing on the substantial merits of discrimination toward vulnerable First Nations children and families versus on legal technicalities;

3. Investigate the reductions in INAC funding to AFN in the child and family services area to ensure they are not directly, or indirectly, related to the complaint filed under the Canadian Human Rights Act or any other efforts to redress the funding inequalities in First Nations child and family services;
4. The Chiefs in Assembly encourage all First Nations governments, organizations and businesses to provide any financial support to this historic complaint in achieving equality on behalf of First Nations children, youth and families.

**FINALLY BE IT RESOLVED that:**

1. The Chiefs of Ontario look at exploring the option of going to the OFNLP with a proposal on funding this particular case.

This is **Exhibit “L”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*

**ALL ONTARIO CHIEFS CONFERENCE**  
**June 28-29-30, 2016**  
**Thunder Bay, ON**

**RESOLUTION 09/16**

**SUBJECT: CANADIAN HUMAN RIGHTS TRIBUNAL DECISIONS IMPLEMENTATION**  
**MOVER: Ogimaa Duke Peltier, Wikwemikong Unceded Indian Reserve**  
**SECONDER: Chief Arnold Paul, Temagami First Nation**  
**DECISION: CARRIED**

**WHEREAS**

1. The Chiefs of Ontario has held many and varied mandates to deal with the discrimination against our children in Canada's funding of child and family services provided on-reserve;
2. The decision of the Canadian Human Rights Tribunal (CHRT) found in the case *First Nations Child and Family Caring Society et al. v. Attorney General of Canada (INAC)* 2016 CHR that the Government of Canada discriminates against First Nations children on reserve by providing child and family services that are not equivalent to services available to other children;
3. The Canadian Human Rights Tribunal has ordered the Government of Canada to cease discrimination in the above decision and the *First Nations Child and Family Caring Society et al. v. Attorney General of Canada (INAC)* 2016 CHRT 16;
4. It is expected that a National Advisory Committee on Child Welfare, or other similar Committee (the "Committee") will be formed with representation from Canada, Assembly of First Nations, the First Nations Child and Family Caring Society and Chiefs of Ontario.
5. The Committee will study and develop recommendations to reform the First Nations Child and Family Services Program and reforms to the 1965 Indian Welfare Agreement between Canada and Ontario;

6. Chiefs of Ontario will be required to appoint a representative to the National Advisory Committee and to the Ontario regional table.

**THEREFORE BE IT RESOLVED THAT WE, the Chiefs in Assembly:**

1. Call on the Government of Canada to fully implement the Canadian Human Rights Tribunal decisions in *First Nations Child and Family Caring Society et al. v Attorney General of Canada (INAC)* and in particular to:
  - a. fully and equitably fund child welfare services for First Nations children on reserve in Ontario and in particular fund culturally appropriate, community-developed enhanced prevention services and mental health services;
  - b. fully restore and equitably fund the Band Representative program immediately comparable to other parties exercising status in the process;;
  - c. fully implement Jordan's Principle such that:
    - i. Jordan's Principle applies to all services available to children including health care, education, special education, child welfare, and early education services;
    - ii. the governmental organization first contacted should pay for the service required by a First Nations child, without the need for policy review or case conferencing before funding is provided; and
    - iii. services required by First Nations children are provided immediately and without delay.
  - d. Establish a 24-hour bilingual telephone reporting line immediately to ensure that failures to implement Jordan's Principle can be reported to INAC immediately and First Nations children receive required services without delay.

**Certified Copy of a Resolution dated June 28, 2016**



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**Isadore Day, "Wiindawtegowinini", Ontario Regional Chief**

This is **Exhibit “M”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



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**ALL ONTARIO CHIEFS CONFERENCE**  
**June 28-29-30, 2016**  
**Thunder Bay, ON**

**RESOLUTION 10/16**

**SUBJECT: CANADIAN HUMAN RIGHTS TRIBUNAL NATIONAL ADVISORY  
COMMITTEE REPRESENTATIVE**

**MOVER: Ogimaa Duke Peltier, Wikwemikong Unceded Indian Reserve**

**SECONDER: Chief Arnold Paul, Temagami First Nation**

**DECISION: CARRIED**

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**WHEREAS:**

1. The Chiefs of Ontario (COO) has held mandates to deal with the discrimination against our children in Canada's funding of child and family services provided on-reserve;
2. The decision of the Canadian Human Rights Tribunal (CHRT) found in the case *First Nations Child and Family Caring Society et al. v. Attorney General of Canada (INAC) 2016 CHRT 2* that the Government of Canada discriminates against First Nations children on reserve by providing child and family services that are not equivalent to services available to other children;
3. The CHRT has ordered the Government of Canada to cease discrimination in the above decision and the *First Nations Child and Family Caring Society et al. v. Attorney General of Canada (INAC) 2016 CHRT 16*;
4. It is expected that a National Advisory Committee on Child Welfare, or other similar Committee, (the "Committee") will be formed with representation from Canada, Assembly of First Nations, the First Nations Child and Family Caring Society and COO to study and develop recommendations to reform the First Nations Child and Family Services Program;

5. COO Resolution 10/15 on November 24, 2010 mandated the Social Services Coordination Unit and the Chiefs Committee on Social Services to establish a summit to discuss the 1965 Indian Welfare Agreement with First Nations leadership, regarding the increased socio-economic needs and best practices pertaining to First Nations and to report back to the Chiefs in Assembly;
6. COO will be required to appoint a representative to the National Advisory Committee and to the Ontario regional table.

**THEREFORE BE IT RESOLVED that we, the Chiefs in Assembly:**

1. Appoint the Social Services Portfolio Holder on the National Advisory Committee or other similar committee to represent the interests of Ontario First Nation children (on-reserve as per the CHRT rulings).
2. Direct the Social Services Portfolio Holder to regularly communicate and provide written updates to both the Chiefs Committee on Social Services and the Political Confederacy for instruction and direction as required. The Chiefs of Ontario will support the representative in providing updates to the regions when requested to do so.
3. Recognize that any discussion about funding regimes for child welfare is without prejudice to Ontario First Nation's assertions of constitutionally protected rights to govern and administer child welfare services.

**Certified Copy of a Resolution dated June 28, 2016**



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**Isadore Day, "Wiindawtegowinini", Ontario Regional Chief**

This is **Exhibit “N”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*

**ALL ONTARIO CHIEFS CONFERENCE**  
**June 13-14-15, 2017**  
**Hosted by Lac Seul First Nation**

**RESOLUTION 25/17**

**SUBJECT: CANADIAN HUMAN RIGHTS TRIBUNAL (CHRT)**

**MOVER: Anna Betty Achneepineskum, Proxy, North Spirit Lake First Nation**

**SECONDER: Tim Thompson, Proxy, Mohawks of Akwesasne**

**DECISION: CARRIED**

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**WHEREAS:**

1. First Nations in Ontario assert jurisdiction over all of our citizens regardless of residency;
2. The decision of the Canadian Human Rights Tribunal (CHRT) returned/delivered in the case *First Nations Child and Family Caring Society et al. V. Attorney General of Canada (INAC)* that the Government of Canada discriminates against First Nations children on-reserve by providing child and family services that are substandard in comparison to services available to other children;
3. On November 26, 2016 the Chiefs of Ontario brought a motion forward to ask the Tribunal to order Indigenous and Northern Affairs Canada (INAC) to comply with the Tribunal's past orders to eliminate discrimination against First Nations children, and to reinstitute Band Representative Services, increase children's mental health services, and conduct an Ontario Special Study;
4. In January 2017, the First Nations Child and Family Caring Society, the Assembly of First Nations (AFN) and INAC signed the Terms of Reference of the National Advisory Committee which was re-established to recommend program reform for First Nations child welfare services;
5. INAC unilaterally appointed a chair without the agreement of the other parties of the National Advisory Committee as required by the Terms of Reference;
6. INAC has displayed a pattern of disregard for First Nations interests in child welfare reform by continuing to discriminate against First Nations children, failing to comply with orders of the Canadian Human Rights Tribunal and failure to immediately increasing budget amounts to implement immediate funding increases for First Nations children.

**THEREFORE BE IT RESOLVED that we, the Chiefs in Assembly:**

1. Call on the Ontario Regional Chief to advocate that the Prime Minister direct INAC to fully comply with all existing and future orders of the Canadian Human Rights Tribunal in *First Nations Child and Family Caring Society et al. v. Attorney General of Canada*.
2. Call on the Ontario Regional Chief to advocate that the Prime Minister directly oversee INAC's conduct in relation to Child and Family Services.
3. Call on INAC to fully fund an Ontario "Special Study", similar to the "*Wen:de: The Journey Continues*" and "*Coming to the Light of Day*" studies, to examine the funding arrangements and comparability of child welfare services for First Nations children in Ontario as a result of the *1965 Indian Welfare Agreement* between Canada and Ontario and to make recommendations to improve those services.
4. Call on Ontario to immediately reinstate Band Representative funding for First Nations in Ontario, and then to be reimbursed by INAC.
5. Call on INAC to fund mental health services for children in Ontario.
6. Call on INAC to implement the Tribunal's (CHRT) orders and to eliminate racial discrimination against First Nations children without further delay, including full-scale reform of the child and family services program.

**Certified Copy of a Resolution dated June 15, 2017**



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**Isadore Day, "Wiindawtegowinini", Ontario Regional Chief**

This is **Exhibit “O”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*

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**SPECIAL CHIEFS ASSEMBLY**  
**October 25, 2017**  
**Ottawa, ON**

**RESOLUTION 21/17**  
**Page 1 OF 3**

**SUBJECT: ONTARIO SPECIAL STUDY**

**MOVER: Chief Arnold Paul, Temagami First Nation**

**SECONDER: Barb Sarazin, Proxy, Algonquins of Pikwakanagan**

**DECISION: CARRIED, 1 abstention, Chief Moonias, Neskantaga First Nation**

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**WHEREAS:**

1. The Canadian Human Rights Tribunal (CHRT) found in the case *First Nations Child and Family Caring Society et al. v. Attorney General of Canada* (2016 CHRT 2) that the Government of Canada discriminates against First Nations children on-reserve by providing child and family services that are substandard in comparison to other children;
2. The CHRT ordered the Government of Canada to cease its discriminatory practices and reform the First Nations Child and Family Services Program and the 1965 Indian Welfare Agreement to reflect the findings in its decision;
3. Through a tripartite technical table, First Nations and the governments of Ontario and Canada are working collaboratively to implement the orders of the CHRT by taking a community directed, holistic approach to addressing systemic racism, issues surrounding jurisdiction, reform of policy, program delivery and funding mechanism within child and family services;
4. The goal of such reform is to create a child and family services system that is based on, at the bare minimum, substantive equality so that every First Nation child across Ontario receives the services they need to thrive;
5. In 2017, the following two resolutions were passed at the All Ontario Chiefs Conference, to support and prepare for full-scale reform of child and family services within Ontario:
  - 1.) Resolution 25/17, *Canadian Human Rights Tribunal (CHRT)*, were the Chiefs in Assembly used the CHRT ruling to highlight the importance of full-scale reform of all child and family services funded by Indigenous and Northern Affairs Canada (INAC).

II.) Resolution 28/17, *Coordination Long-Term Reform of First Nations Child, Youth and Family Services in Ontario*, which examined the practical steps necessary to reform the existing child welfare system and advocated that Canada and Ontario provide First Nations with capacity funding to Chiefs of Ontario and to all First Nation parties, to enable meaningful participation in reform initiatives.

6. Through the technical table, all parties have agreed to develop and undertake an Ontario Special Study (the "Study"), and where the goal of the Study is to examine the funding arrangements and comparability of child welfare services for on-reserve First Nations children in Ontario and to provide options on a new First Nations family well-being policy, program delivery and funding approach that is family-centered, community-directed and supports better outcomes by focusing on prevention;
7. A consultant is needed to carry out the Ontario Special Study and conduct an environmental scan of current systems and providing recommendations and options for policy and funding reform for First Nations child and family services delivery;
8. The Ontario Special Study follows the spirit and intent of the First Nations Child and Family Caring Society of Canada's research project, *The Wen:De Reports: "We are Coming to the Light of Day"*, and *"The Journey Continues"*, which were designed to inform on the over-representation of First Nation children in care and to analyze funding options for First Nation child and family services.


**THEREFORE, BE IT RESOLVED that we, the Chiefs in Assembly:**

1. Call on the Government of Canada and Indigenous and Northern Affairs Canada to comply with the orders set out by the Canadian Human Rights Tribunal by eliminating racially discriminatory practices against First Nations children without further delay, and to undertake full-scale reform of the child and family services programs in order for all First Nations children to achieve, at a bare minimum, substantive equality.
2. Call on the Government of Canada to continue working with First Nations on implementing the Canadian Human Rights Tribunal orders, and to fully fund and resource the Ontario Special Study, which will provide options for a new First Nations family well-being policy, program delivery, and funding approach that is family-centered, community-directed, and supports better outcomes by focusing on prevention;
3. Accept and support the attached two documents, *Request for Proposal for the Ontario Special Study* and the *Work Plan of the Ontario Special Study*;



4. Direct the Chiefs Committee on Social to regularly report back to Chiefs in Assembly on the status of the Ontario Special Study, and identify next steps prior to the next Special Chiefs Assembly.

**Certified Copy of a Resolution dated October 25, 2017**



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**Isadore Day, "Wiindawtegowinini", Ontario Regional Chief**

This is **Exhibit “P”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



**SPECIAL CHIEFS ASSEMBLY  
OCTOBER 25, 2017  
Ottawa, ON**

**RESOLUTION 23/17  
Page 1 of 2**

**SUBJECT: FUNDING FOR BAND REPRESENTATIVE SERVICES**

**MOVER: Chief Elaine Johnston, Serpent River First Nation**

**SECONDER: Chief Paul Syrette, Garden River First Nation**

**DECISION: CARRIED**

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**WHEREAS:**

1. The Canadian Human Rights Tribunal decided in the case of *First Nations Child and Family Caring Society et al v. Attorney General of Canada* 2016 CHRT 2 and 2016 CHRT 10 that the *1965 Agreement* had not been updated to ensure on-reserve communities in Ontario could fully comply with the *Child and Family Services Act*, including the provision of Band Representatives;
2. The Canadian Human Rights Tribunal decided in the cases of *First Nations Child and Family Caring Society et al v. Attorney General of Canada* (2016 CHRT 2 and 2016 CHRT 10) that the failure to fund Band Representative services as provided for in the Ontario *Child and Family Services Act* is racial discrimination;
3. The Canadian Human Rights Tribunal has ordered the Canadian Government to cease discrimination in the funding of child welfare services including by reforming the 1965 Indian Welfare Agreement;
4. The Canadian Government has funded Band Representative Services in the past, but cancelled that funding several years ago;
5. Band Representative Services are critically important to our First Nations, as Band Representatives ensure our First Nations children and youth are provided culturally appropriate child well-being services and placement in customary care homes for those children and youth deemed in need of protection;
6. Band Representative Services are critical to our First Nations, as Band Representatives are directly knowledgeable of our children, families and communities and work to ensure that our children's rights are respected by the Children's Aid Societies and the Courts. In a sense, Band Representatives are an independent advocate for the child.

**THEREFORE BE IT RESOLVED that we, the Chiefs in Assembly:**

1. Direct the Chiefs of Ontario to demand, on our behalf, the Government of Canada to immediately reinstate and provide, at minimum, adequate funding for Band Representative Services for all of our First Nations communities which will be sufficient to cover all activities and supports such as training on court rules and procedures, appearances, advocacy, travel, and administrative costs.
- 
2. Direct the COO Secretariat to report back to the Chiefs in Assembly at the next AOCC.

**Certified Copy of a Resolution dated October 25, 2017**



Isadore Day, "*Wiindawtegowinin*", Ontario Regional Chief

This is **Exhibit “Q”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*

**ALL ONTARIO CHIEFS CONFERENCE**  
**June 13-14-15, 2017**  
**Hosted by Lac Seul First Nation**

**RESOLUTION 29/17**

**SUBJECT: IMMEDIATE RELIEF PREVENTION FUNDING**

**MOVER: Chief Brian Perrault, Couchiching First Nation**

**SECONDER: Chief Melvin Hardy, Biinjitiwaabik Zaaging Anishinaabek First Nation**

**DECISION: CARRIED**

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**WHEREAS:**

1. In January 2016, the Canadian Human Rights Tribunal (CHRT) found that federal funding for First Nations child, youth and family services is inadequate and discriminatory. In the decision of *First Nation Child and Family Caring Society v Canada*, 2016 CHRT 2, insufficient prevention funding on-reserve was highlighted as a key gap.
2. The first step in the implementation of that decision is immediate relief. In its Budget 2016, Canada set out its plan for increased prevention funding as part of immediate relief. The Ontario amounts are:

2016-17	\$5.8 million
2017-18	\$9.1 million
2018-19	\$12.4 million
2019-20	\$15.9 million
3. The Chiefs of Ontario (COO) continue to advocate that these amounts for immediate relief are insufficient and based on an inappropriate funding model. These amounts must also include funding for band representatives and child and youth mental health, including long-term child welfare reform, not just immediate relief;
4. As an interim measure, in 2016-17, Indigenous & Northern Affairs Canada (INAC) distributed the funding based on recommendations by the Chiefs Committee on Social to the COO and the Political Confederacy (PC);
5. The 2017-2018 funding allocations will be distributed by INAC to the First Nation communities. This will likely continue in future years;

6. INAC only recognizes 127 First Nation Communities. In fairness, the other six unrecognized First Nation communities which include: Whitewater Lake, Hornepayne First Nation, Koocheching First Nation, MoCreebec, Beaverhouse and Namaygoosisagun, are to be included;
7. First Nations have the right to provide prevention services in their own communities in the manner they determine.

**THEREFORE BE IT RESOLVED that we, the Chiefs in Assembly:**

1. Direct the Chiefs Committee of Social with technical support from the Social Services Coordination Unit provided through the Technical Table on Child and Family Well-Being to fully examine current agency prevention services throughout Ontario, northern remoteness quotient results, population, location of services on and off reserve and to provide a report and funding formula options at a Special Chiefs Assembly on Child Welfare in September 2017.
2. Direct the Chiefs of Ontario Leadership to advocate for funding from INAC to hold a Special Chiefs Assembly on Child Welfare.

**Certified Copy of a Resolution dated June 15, 2017**



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**Isadore Day, "Wiindawtegowinini", Ontario Regional Chief**

This is **Exhibit “R”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*





**SPECIAL CHIEFS ASSEMBLY**  
**October 25, 2017**  
**Ottawa, ON**

**RESOLUTION 22/17**  
**Page 1 of 2**

**SUBJECT: IMMEDIATE RELIEF PREVENTION FUNDING**

**MOVER: Chief Denise Stonefish, Delaware Nation: Eelunaapeewi Lahkeewiit**

**SECONDER: Chief Elaine Johnston, Serpent River First Nation**

**DECISION: CARRIED**

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**WHEREAS:**

1. In January 2016, the Canadian Human Rights Tribunal (CHRT) found in the decision of First Nation Child and Family Caring Society v Canada, 2016 CHRT 2 that federal funding for First Nations child, youth and family services is inadequate and discriminatory, and highlighted that insufficient prevention funding on-reserve was a key gap.
2. The first step in the implementation of that decision is immediate relief. In its Budget 2016, Canada set out its plan for increased prevention funding as part of immediate relief. The Ontario amounts are:

2016-17	\$5.8 million
2017-18	\$9.1 million
2018-19	\$12.4 million
2019-20	\$15.9 million

3. The Chiefs of Ontario (COO) continue to advocate that these amounts for immediate relief are insufficient and are based on an inappropriate funding model. These amounts must also include funding for band representatives and child and youth mental health, including long-term child welfare reform, wellness and healing, and not just immediate relief;
4. As an interim measure, in 2016-17 and 2017-18, Indigenous & Northern Affairs Canada (INAC) distributed the funding based on recommendations by the Chiefs Committee on Social to the COO and the Political Confederacy (PC);
5. The 2018-2019 funding allocations will be distributed by INAC to the First Nation communities.

**THEREFORE BE IT RESOLVED that we, the Chiefs in Assembly:**

1. Direct the Chiefs' Committee on Social with technical support from the Social Services Coordination Unit provided through the Technical Table on Child and Family Well-Being to continue to fully examine current agency prevention services throughout Ontario, northern remoteness quotient results, population, location of services on and off reserve, high risk locations, to address the implementation of a permanent funding formula for April 1, 2019; and to provide a report at the 2018 All Ontario Chiefs Conference.

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2. Direct the Chiefs of Ontario to implement the Ontario First Nation Limited Partnership (OFNLP) as an interim funding formula distribution for First Nations 2018-19 allocations, without prejudice to any other processes regarding the remoteness quotient.

**Certified Copy of a Resolution dated October 25, 2017**



**Isadore Day, "Wiindawtegowinini", Ontario Regional Chief**

This is **Exhibit “S”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*

# AIP Ontario First Nation Advisory Committee

## Development Of Agreement-In-Principle On Long-Term Reform of the First Nations Child and Family Services Program and Jordans Principle Final Agreement

January 17, 2022

### TERMS OF REFERENCE

Draft For Discussion

#### PURPOSE

The AIP Ontario First Nation Advisory Committee (“The Advisory Committee”) will provide advice and recommendations to the AIP Ontario Negotiation Team regarding the AIP terms and conditions, policy and funding reform in the Agreement In Principle on Long-Term Reform of the First Nations Child and Family Services Program and Jordan’s Program.

The Advisory Committee will respect diversity and is designed to strengthen partner relationships, share information, generate knowledge regarding prevention programming for First Nations child and family services, and identify key priorities to undertake throughout the AIP finalization process and executing of final signed agreement.

#### MANDATE

The Advisory Committee members will:

1. Meet on a weekly basis to receive Negotiation Team updates and Upcoming Negotiation meeting agendas.
2. Based on weekly updates from the Negotiation Team, collect information from their respective Leadership and community technicians on the upcoming discussion topics to advise the Negotiation Team.
3. The Advisory Committee will review and discuss with the Negotiation Team the upcoming week’s Negotiation agendas and provide policy priorities, regional preferences on issues and implementation issues resulting from the AIP.
4. Attend all AIP Ontario First Nation Advisory Committee where feasible, if unavailable, will coordinate an alternate to attend and report back to respective organization/community.
5. Report to respective leadership regarding the progress of the AIP Advisory Committee.

#### BACKGROUND

In November 2021 Chiefs of Ontario was made aware of a proposal from Canada to the Assembly of First Nations and Caring Society to globally settle the issues at the Child Welfare Discrimination Issues at the Canadian Human Rights Tribunal (CHRT) and two compensation cases (Trout & Moushoom). Through November 2021 to December 31, 2021, negotiations between the parties of the CHRT ensued to reach an Agreement-In-Principle (AIP) on Long Term Reform of the First Nation Child and Family Services Program and Compensation. On December 15, 2021, Leadership Council voted to sign the AIP as it stands to support the settlement offer on Long Term Reform and Compensation. Finally, the AIP was executed on December 31, 2021.

#### PRINCIPLES

The Advisory Committee shall adhere to these principles:

1. Prioritizing community-based and community-defined prevention as a principle and service delivery model in all advising, discussions, and recommendations
2. Uplift the principle of inherent right of self-determination of First Nations in Ontario, meaning that First Nations in Ontario are entitled to make choices and pursue their own funding approaches through their own agreements, when feasible and if desired
3. Advisory Committee members will acknowledge and support the principle of accountable relationships, including the First Nation communities and leadership(s) served with respect to new policies, programs and services, and funding that may be established
4. Advisory Committee members will consider best available evidence including qualitative, quantitative, and experiential information and or data in its recommendations to Leadership.

#### AGREEMENTS, INITIATIVES AND FIRST NATION SOVEREIGNTY

1. Nothing in this Terms of Reference shall supersede any pre-existing agreements, understandings or working relationships that may currently exist between a First Nation or First Nations and the Province
2. Nothing in this Terms of Reference shall limit the ability of an individual First Nation or service delivery agency from entering into agreements in any matter as that they should choose to pursue as to respect First Nation's sovereignty.

#### MEMBERSHIP

The Advisory Committee is comprised of representatives from the following organizations:

- First Nations Representatives:
  - Chiefs of Ontario Social Services Portfolio Holder
  - Grand Council Treaty No. 3
  - Nishnawbe Aski Nation
  - Association of Iroquois and Allied Indians
  - Union of Ontario Indians/Anishinabek Nation
  - Independent First Nations
  - Six Nations of the Grand River
  - Mohawk Council of Akwesasne
  - Mississaugas of the Credit
  - Gull Bay
  - Sagamok First Nation
  - COO staff
- OLTHUIS KLEER TOWNSHEND LLP
  - Maggie Wente
  - Judith Rae
  - Sinead Dearman
  - Krista Nerland
- Consultants and Other Specialists
  - INDSight Consulting
  - Brenda Spotton Visano
  - Victor Linklator
  - Association of Native Child and Family Service Agencies of Ontario Director

For the purpose of efficiency and reaching group consensus each party will select a representative and an alternate, each party will maintain one voice/position at the Advisory Committee, respective of the number of representatives that attend on behalf of each party.

## REPORTING STRUCTURE

Members of the Advisory Committee are to report to their respective leadership and senior officials concerning the information shared, the status of current activities, and next steps and priorities within the conditions of the Confidentiality Agreement that all have signed.

## ROLES AND RESPONSIBILITIES

All members are responsible for:

- Reviewing materials, agendas, obtaining feedback from their respective Leadership and communities;
- Participating in meetings and advising on items presented for discussion;
- Actively considering ideas and issues raised;
- Providing feedback and advising on Ontario Specific materials drafted;
- Maintaining the confidentiality of materials, discussions and recommendations, as agreed to by the table

## MEETINGS

Meetings will be held weekly or more or less frequently as may be agreed. Due to COVID-19 restrictions, the Advisory Committee will meet online throughout the AIP Implementation timeline.

## ADMINISTRATIVE SUPPORT

Chiefs of Ontario will prepare and assist with the development and provision of the following:

- Weekly Agenda
- Facilitating
- One-page summaries
- AIP briefing notes

## CONFIDENTIALITY

The Advisory Committee may have access to information that is confidential. OKT will provide a current Confidentiality Form for all members to sign. OKT will also provide clear direction on what is confidential material and whether or not content can be discussed or shared.

These terms of reference are agreed to by all members by consensus

**Started on January 17 2022**

This is **Exhibit “T”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



Government  
of Canada

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

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

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

## On this page

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



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

## Update: July 2023

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

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

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

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

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

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

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

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

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

## Overview

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

## Purpose

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

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

## **The FNCFS Program**

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

## **Amount**

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

## Next Steps

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

## Immediate Measures

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

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

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

# Details

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

## Recipients of FNCFS Funding

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

## Funding Mechanisms

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

## Reformed CFS Funding Approach

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

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

## Elements of the Reformed CFS Funding Approach

Until such time that a permanent arrangement is in place in April 2023<sup>1</sup>, funding will be provided to those who are currently delivering the services, so that children, youth and families will not experience service disruptions in 2022-23. Meanwhile, the IFSD's Phase 3 work will inform a mid- to long-term strategy for transitioning to the reformed funding approach, which may include changing who receives the funding and delivers the services, in a way which ensures that children, youth and families do not experience service disruptions.

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

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

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

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

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



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

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

## Main Ontario-Specific Provisions

- **First Nation Representative Services:** Canada will begin to flow funding of \$332.9 million over five years on April 1, 2022, to First Nations or to service providers that First Nations indicate should receive the funding. No First Nations Representative Services program will be funded in an amount lower than its highest annual funding amount between 2019-2020 and 2020-2021. Funding for First Nations Representative Services at actual costs will end on March 31, 2023.<sup>1</sup>
- **Capital:** Canada will provide funding to First Nations for the purchase and/or construction of capital assets to support the delivery of First Nation Representative Services or prevention activities to First Nations children, youth or families on-reserve. Canada will also fund needs assessments and feasibility studies for such capital assets.
- **1965 Canada-Ontario Agreement.** Canada and the Chiefs of Ontario will determine an approach to reforming the 1965 Agreement (this approach will include reaching out to the Government of Ontario). Regardless of the 1965 Agreement's status, FNCFS agencies and service

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

## **National First Nations Secretariat**

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

## **Jordan's Principle**

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

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

children;

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

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

## **Funding Review**

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

## **Reform of Indigenous Services Canada**

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

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

## Implementation

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

## Consent Orders Sought from the Tribunal

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

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

By November 30, 2022<sup>1</sup>, after the Final Settlement Agreement is signed, the Parties will bring a joint motion to the Tribunal for an order implementing long term reform measures and for a final order resolving the complaint in the CHRT process and ending the Tribunal's jurisdiction as of December 31, 2022.<sup>1</sup>

## **Dispute Resolution**

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

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

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

projects;

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

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## Footnotes

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

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**Date modified:** 2023-09-13

This is **Exhibit “U”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



---

*A Commissioner for taking Affidavits*





February 13, 2024

*Sent via e-mail*

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Dear Counsel:

**Re: Child and Family Services Long Term Reform**

As you are aware, on December 8, 2023, the Caring Society formally withdrew from the AIP negotiation process in light of its motion addressing Canada's non-compliance with the CHRT's Jordan's Principle orders. Consistent with the direction from First Nations in Assembly in Resolution 40/2022, the AFN/Caring Society Path Forward and the objects of the *Canadian Human Rights Act*, the Caring Society remains committed to working with the Parties to ensure that Canada's discrimination in child and family services ceases and does not recur.

We recognize that the remaining Parties to the AIP have indicated their desire to complete a final settlement agreement in relation to child and family services by the end of June 2024. We recall that the Caring Society proposed a negotiation protocol and reforms to the proposed AIP process both before and after filing the non-compliance motion to clarify roles and optimize success for children. These proposals were not accepted. We further acknowledge that the Parties have raised questions regarding the scope of our continued participation, which we hope to clarify in this letter and discuss further, if the AIP Parties so choose, in Ottawa on Thursday February 15, 2024.

The Caring Society has been working diligently on evidence informed proposals for the reform of child and family services. We remain committed to evidence-based solutions developed based on First Nations and First Nations agency experiences and the expert review of the National Advisory Committee (NAC), in line with the guidance and direction of the CHRT in its various orders, particularly with respect to the NAC. The Caring Society is aware that key evidence to inform its decisions is still being finalized with participating First Nations and First Nations child and family services agencies, including the IFSD

Phase 3 work (expected to be complete on March 31, 2024), as well as the research with First Nations not affiliated with a First Nations child and family service agency. We also look forward to receiving further feedback from the Expert Advisory Committee, pursuant to 2022 CHRT 8.

At this point, the Caring Society will be calibrating its limited resources to honouring its obligations regarding the non-compliance motion on Jordan's Principle and formulating the strongest possible proposals for long-term reform. We welcome opportunities to share our suggestions as they become available, whether as part of your discussions, under the rubric of the Consultation Protocol signed in March 2018, or bilaterally with Canada as part of its legal obligation to consult the Caring Society in keeping with the transparent, open and accountable process set out in 2018 CHRT 4 (see, for example, at para 400). The Caring Society is also open to providing its feedback on working drafts or engaging in targeted discussions on issue-specific items, to the extent that may assist your discussions.

The Caring Society accepts that, in the spirit of good faith negotiations, it needed to withdraw from the AIP process to bring the non-compliance motion against Canada. As a result, the Caring Society's position is that it is no longer bound by the AIP's interim dispute resolution process. However, as we continue to collaborate on a final settlement agreement, the Caring Society will honour its settlement privilege obligations as it has in the past. This does not, of course, limit the Caring Society's ability to share its own positions on the issues in the public domain and we reserve the right to correct any misunderstandings or misrepresentations of Caring Society positions.

To ensure that all parties are clear on the Caring Society's approach to resolving matters of long-term reform related to First Nations child and family services, we are sharing the Caring Society's approach that will guide it in addressing Canada's discrimination in child and family services and ensuring it does not recur, as required by the CHRT. In the spirit of transparency and accountability, the Caring Society will be posting this document publicly.

We look forward to meeting with you on Thursday February 15, 2024 at 1:30pm at the AFN offices. However, if your clients are of the view that the above approach will not be workable, please let us know in advance.

Yours truly,



Sarah Clarke

cc. David Taylor and Logan Stack – *Counsel for the First Nations Child and Family Caring Society of Canada*

This is **Exhibit “V”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*

**Recommended Draft for Review**

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

This Final Settlement Agreement made on this \_\_\_ day of \_\_\_\_\_, 2024.

AS BETWEEN:

**ASSEMBLY OF FIRST NATIONS**

- and -

**CHIEFS OF ONTARIO**

- and -

**NISHNAWBE ASKI NATION**

- and -

**ATTORNEY GENERAL OF CANADA**

**(representing the Minister of Indigenous Services Canada)**

**TABLE OF CONTENTS**

FINAL AGREEMENT ON LONG-TERM REFORM ..... 1

PREAMBLE..... 1

PART I – PURPOSE ..... 3

PART II – PRINCIPLES ..... 3

PART III – DEFINITIONS ..... 5

PART IV – FUNDING COMMITMENT ..... 13

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

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

    C. Terms Applicable to Both Funding Periods ..... 15

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

    A. Methodology..... 16

        Baseline Funding ..... 17

        Top-up Funding for Information Technology, Results, and Emergency ..... 18

        Household Supports Funding..... 18

        Prevention Funding ..... 19

        First Nation Representative Services Funding ..... 19

        FNCFS Capital Funding ..... 20

        Post-Majority Support Services Funding ..... 21

        Remoteness Adjustment Funding ..... 21

        Insurance Premiums for FNCFS Service Providers ..... 22

        Inflation ..... 22

        Population ..... 22

    B. Allocation..... 23

    C. First Nations planning ..... 28

    D. Discussions on regional modifications ..... 29

    E. FNCFS Funding Mechanism ..... 29

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

        April 1, 2024 to March 31, 2025 ..... 30

        April 1, 2025-March 31, 2026..... 32

        From April 1, 2026, Onward ..... 35

**Recommended Draft for Review**

- Support for FNCFS Services Providers in the Transition to the Reformed FNCFS Funding Approach..... 35
- G. Reform of Federal-Provincial and Federal-Yukon Funding Agreements ..... 36
- H. Application of the 1965 Agreement in Ontario..... 38
- I. Information Technology, Results, and Emergency Funding in Ontario ..... 38
- J. Funding for Non-Agency First Nations ..... 39
- K. New FNCFS Agencies and FNCFS Agency Transitions within the Reformed FNCFS Program ..... 40
- PART VI –THE REFORMED FNCFS FUNDING APPROACH: SECOND FIVE-YEAR FUNDING PERIOD ..... 41
- PART VII –THE REFORMED FNCFS FUNDING APPROACH: FOLLOWING THE EXPIRY OF THE TERM OF THIS FINAL SETTLEMENT AGREEMENT ..... 42
- PART VIII – MEASURING THE PERFORMANCE OF THE REFORMED FNCFS PROGRAM..... 43
- PART IX – HOUSING FUNDING ..... 44
- PART X – NATIONAL AND REGIONAL SECRETARIATS ..... 45
  - A. National Secretariat..... 45
    - Function ..... 45
    - Governance ..... 47
    - Data Inputs and Management..... 47
  - B. Regional Secretariats ..... 47
- PART XI – REMOTENESS RESEARCH AND RELATED ITEMS ..... 48
- PART XII – FIRST NATIONS EXERCISING INHERENT JURISDICTION OVER CHILD AND FAMILY SERVICES..... 51
- PART XIII – AGENCY ACCOUNTABILITY TO FIRST NATIONS IN RELATION TO THE REFORMED FNCFS PROGRAM ..... 52
  - Planning ..... 52
  - Community-Wellness Reporting..... 53
  - ISC Reporting on Compliance..... 56
- PART XIV – GOVERNANCE OF THE REFORMED FNCFS PROGRAM..... 56
  - A. Reform Implementation Committee..... 56
  - B. Systemic Review Committee..... 60
  - C. Technical Advisory Committee..... 60
- PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS ..... 61

**Recommended Draft for Review**

- A. Overview and Timeline..... 61
- B. Purposes and Scope of Program Assessments ..... 62
- C. Selection of the Program Assessment Organization ..... 62
- D. Oversight of the Program Assessments ..... 63
- E. Program Assessment Method and Information Sharing ..... 64
- F. Urgent Circumstances During the Program Assessment Process ..... 65
- G. Program Assessment Reports ..... 65
- H. Reform Implementation Committee’s Program Assessment Opinion..... 66
- I. Canada’s Response to the Reform Implementation Committee’s Program Assessment Opinions ..... 67
- PART XVI – SERVICE PROVIDER FUNDING ADJUSTMENT REQUESTS..... 68
- PART XVII – REFORM OF ISC AND SUCCESSOR DEPARTMENTS ..... 70
  - A. Initial Third-Party Evaluation ..... 71
  - B. Work Plan..... 72
  - C. Monitoring ISC Reform..... 72
  - D. Mandatory Training for ISC Employees ..... 73
- PART XVIII – INTERIM DISPUTE RESOLUTION..... 74
- PART XIX – DISPUTE RESOLUTION PROCESS..... 76
  - A. Overview ..... 76
    - Types of Disputes ..... 76
    - Jurisdiction of the Dispute Resolution Tribunal ..... 79
    - Principles Applicable to Determination of Disputes ..... 81
    - Nature of Dispute Decisions and Extent of Judicial Intervention and Review ..... 81
    - Enforcement of Dispute Decisions ..... 82
    - Confidentiality..... 82
    - Language ..... 82
    - Communications ..... 82
  - B. Establishment of the Dispute Resolution Tribunal..... 82
    - Establishment of the Dispute Resolution Tribunal..... 82
    - Administration of Dispute Resolution Tribunal ..... 83
    - Appointment of Dispute Resolution Tribunal President ..... 84
    - Roster of Adjudicators ..... 85
    - Mandatory Training- Claimant Dispute Resolution Tribunal ..... 86

**Recommended Draft for Review**

- Dispute Resolution Tribunal Rules of Procedure..... 86
- C. Parties’ Dispute Resolution Process ..... 87
  - Commencement of Parties’ Dispute..... 87
  - Appointment of Adjudication Panel ..... 88
  - Exchange of Parties’ Positions and Documents..... 88
  - Mediation ..... 89
  - Pre-Hearing Meeting and Document Exchange..... 89
  - Place and Mode of Adjudication..... 90
  - Manner of Proceedings ..... 90
  - Default of a Party ..... 91
  - Settlement..... 91
  - Termination of Proceedings ..... 92
  - Correction of Parties’ Dispute Decision..... 92
- D. Claimant Dispute Process ..... 93
  - Shared Objectives..... 93
  - Navigators ..... 93
  - Commencement of Claimant Dispute..... 94
  - Duty Counsel ..... 94
  - Claimant Participation Costs and Legal Fees ..... 94
  - Requirement of Written Confirmation ..... 95
  - Appointment of Adjudicator or Adjudication Panel ..... 95
  - Mediation ..... 96
  - Similar Claimant Disputes ..... 96
  - Interim Claimant Dispute Decision ..... 97
  - Place and Mode of Adjudication, Manner of Proceedings, and Role of Cultural Officer ..... 97
  - Scope of Claimant Dispute Adjudication ..... 98
  - Expert Appointed by Adjudicator or Adjudication Panel ..... 99
  - Default of a Party ..... 99
  - Settlement..... 100
  - Claimant Dispute Decisions ..... 100
  - Termination of Proceedings ..... 101
  - Correction and Interpretation of Claimant Dispute Decision..... 101



**Recommended Draft for Review**

Dispute Resolution Tribunal Process – Claimant Feedback ..... 101

PART XX – INFORMATION SHARING AND PRIVACY ..... 101

PART XXI – ENTIRE AGREEMENT ..... 102

PART XXII – CONFIDENTIALITY AND RETENTION ..... 102

PART XXIII – TERMINATION OF AGREEMENT ..... 103

PART XXIV – COOPERATION AND APPROVAL ..... 103

    Cooperation of First Nations Leadership and Tribunal Approval ..... 103

    Public Statements and Announcements ..... 104

    Funding of Legal Costs ..... 104

PART XXV – ENFORCEMENT OF FUNDING COMMITMENT ..... 104

PART XXVI – SUPERSEDING TRIBUNAL’S ORDERS ..... 104

PART XXVII – GENERAL PROVISIONS ..... 105

PART XXVIII – APPENDICES ..... 107

APPENDICES

## Recommended Draft for Review

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

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

Youth in Care Advisors

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

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

### **PREAMBLE**

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

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

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

## Recommended Draft for Review

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

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

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

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

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

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

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

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

## **Recommended Draft for Review**

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

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

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

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

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

### **PART I – PURPOSE**

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

### **PART II – PRINCIPLES**

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

## Recommended Draft for Review

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

## Recommended Draft for Review

### PART III – DEFINITIONS

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

## Recommended Draft for Review

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

## Recommended Draft for Review

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



## Recommended Draft for Review

- (hh) **“First Nation Representatives”** (sometimes referred to as Band Representatives in Ontario) are advocates for First Nations in matters relating to the delivery of services to their citizens by a child welfare agency, as further described in paragraph 24.
- (ii) **“First Nation Representative Services”** (sometimes referred to as Band Representative Services in Ontario) means the services delivered by a First Nation Representative, which have been funded by the FNCFS Program in Ontario since 2018 and in all provinces and Yukon since 2022.
- (jj) **“fiscal year”** means Canada’s fiscal year, being a 12-month period beginning on April 1 of one (1) year and ending on March 31 of the following year.
- (kk) **“FNCFS”** means First Nations child and family services.
- (ll) **“FNCFS Agency”** means an agency established by and affiliated with one or more First Nations and delegated or authorized pursuant to provincial or other authorities to provide legislated child welfare services.
- (mm) **“FNCFS Funding Mechanism”** means the manner in which ISC shall provide FNCFS Service Providers with multi-year funding, as further described in Part V (E).
- (nn) **“FNCFS Program”** means the First Nations Child and Family Services Program, provided by the Minister as authorized by the *Department of Indigenous Services Act*, SC 2019, c 29, or any successor legislation, and which provides funding for and direction in the delivery of child and family services to support the safety and well-being of First Nations children, youth, and families ordinarily resident of a reserve, or any successor federal program or policy.
- (oo) **“FNCFS Service Provider”** means ~~a First Nation,~~ an FNCFS Agency, or an entity authorized by a First Nation to deliver services and to receive funding under the Reformed FNCFS Program. For clarity, provincial and Yukon governments are not FNCFS Service Providers.

## Recommended Draft for Review

- (pp) “**Index of Remoteness**” means the Statistics Canada Index of Remoteness that quantifies a community’s remoteness according to: (1) the proximity to all population centers within a given radius that permits daily accessibility; and (2) the population size of each population center, used as a proxy of service availability.
- (qq) “**Indian Registration System**” means the system maintained by Canada that contains the list of persons registered as Indians under the *Indian Act*, RSC, 1985, C I-5, as amended.
- (rr) “**Initial Five-Year Funding Period**” means the period of five (5) fiscal years, beginning on April 1, 2024 and ending on March 31, 2029.
- (ss) “**Initial Program Assessment**” means the process outlined in PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS.
- (tt) “**ISC**” means Indigenous Services Canada and any successor department thereto.
- (uu) “**least disruptive measures**” (sometimes referred to as least intrusive measures or family enhancement services) means actions or services mandated in provincial or Yukon legislation that seek to prevent the separation of children from their families or reunify children with their families and ensure that supports are in place to mitigate risk of child maltreatment or harm.
- (vv) “**Measuring to Thrive Framework**” means the set of indicators developed by the Institute of Fiscal Studies and Democracy (“**IFSD**”) that is intended to capture child, family, and community well-being in First Nations, and introduced by the IFSD in *Funding First Nations child and family services (FNCFS): A performance budget approach to well-being* dated July 2020.
- (ww) “**NAN**” means Nishnawbe Aski Nation.
- (xx) “**NAN-Canada Remoteness Quotient Table**” means the body jointly constituted by NAN and Canada to address remoteness issues, including developing a First Nations-sighted, evidence-based, statistical method to estimate the increased costs associated with

## Recommended Draft for Review

remoteness in the funding and provision of child and family services to First Nations.

- (yy) “**NARC**” means the National Assembly of Remote Communities, as established and structured by regional organizations, including NAN, that represent and serve remote communities and that have executed the NARC Mission Statement.
- (zz) “**NARC-Canada Remoteness Table**” means a body to be jointly constituted by NARC and Canada to address remoteness issues, including accounting for the increased costs associated with remoteness, at a national level.
- (aaa) “**National Secretariat**” means the National First Nations Child and Family Services Secretariat, being the First Nations-led, apolitical, not-for-profit corporation established by the Parties for the purpose of data collection, synthesis, and best practice development.
- (bbb) “**Non-Agency First Nation**” means a First Nation not affiliated with an FNCFS Agency.
- (ccc) “**Participating Parties**” means the parties to a Parties’ Dispute.
- (ddd) “**Parties**” means the AFN, Canada, COO, and NAN.
- (eee) “**Parties’ Dispute**” has the meaning as set out in paragraphs 230 and 231.
- (fff) “**Parties’ Dispute Decision**” means any decision of an Adjudication Panel on the substance of a Parties’ Dispute.
- (ggg) “**Parties’ Dispute Notice**” means the formal, written notice to commence a Parties’ Dispute as described in paragraphs 286 and 288.
- (hhh) “**Parties’ Dispute Resolution Process**” has the meaning given to such term in Part XIX (C).
- (iii) “**President**” means the Dispute Resolution Tribunal President, being the person appointed by the Governor in Council who has supervision over and direction of the work of the Transitional Dispute Resolution Tribunal and Dispute Resolution Tribunal.

## Recommended Draft for Review

- (jjj) **“Program Assessment(s)”** means the process outlined in PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS and includes the Initial Program Assessment and Second Program Assessment.
- (kkk) **“Program Assessment Organization”** means the organization(s) selected by the AFN to conduct the Program Assessments by way of separate requests for proposals pursuant to paragraph 167.
- (lll) **“Program Assessment Reports”** means the reports outlined in Part XV (G).
- (mmm) **“Reform Implementation Committee”** means the committee composed of representatives from the Parties to oversee the implementation of the Reformed FNCFS Program, as further described in Part XIV (A).
- (nnn) **“Program Assessment Opinions”** has the meaning given to such term in paragraph 185 and includes the **“Initial Program Assessment Opinion”** and the **“Second Program Assessment Opinion”**.
- (ooo) **“Reformed FNCFS Funding Approach”** means the multi-year funding structure which is intended to eliminate the discrimination found by the Tribunal and prevent its recurrence, by addressing the needs of First Nations children, youth, families and communities, as further described in PART V –THE REFORMED FNCFS FUNDING APPROACH: INITIAL FIVE-YEAR FUNDING PERIOD and PART VI –THE REFORMED FNCFS FUNDING APPROACH: SECOND FIVE-YEAR FUNDING PERIOD.
- (ppp) **“Reformed FNCFS Program”** means the FNCFS Program on and after the implementation of the Reformed FNCFS Funding Approach.
- (qqq) **“Regional Secretariats”** means the entities established to support the work of the National Secretariat, as described further in paragraph 117.
- (rrr) **“Registrar”** means the Dispute Resolution Tribunal Registrar or the Chief Administrator of the Administrative Tribunals Support Service of Canada, when the enabling Legislation is in force and if it so provides.

## Recommended Draft for Review

- (sss) “**Remoteness**” means a variable factor measured on a continuum and describes the lived circumstances of First Nations communities for whom issues of access (by road network, by ice road only, by air only, or otherwise), geography and context exacerbate challenges faced by all First Nations, including by increasing the costs associated with child and family services. Remoteness is generally associated with geographic distance from, and access to, service centres (often defined on the basis of population size and density), which affects the costs of shipping goods as well as costs related to personnel, including travel, and living costs.
- (ttt) “**Roster of Adjudicators**” means the roster of Adjudicators established and maintained by the President who are available to adjudicate Disputes.
- (uuu) “**RQAF**” means the Remoteness Quotient Adjustment Factor methodology, being the result of a statistical regression model, as developed at the NAN-Canada Remoteness Quotient Table, which estimates the amount of additional funding required to account for the increased costs incurred by a particular ~~FNCFS Service Provider~~First Nation or FNCFS Service Provider due to remoteness.
- (vvv) “**Second Five-Year Funding Period**” means the period of five (5) fiscal years following the Initial Five-Year Funding Period, beginning on April 1, 2029 and ending on March 31, 2034.
- (www) “**Service Provider Funding Adjustment Request**” means a request made by an ~~FNCFS Service Provider~~First Nation or FNCFS Service Provider to ISC pursuant to paragraphs 191 and 192.
- (xxx) “**small agency costs**” means costs reimbursed pursuant to *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (for the Minister of Indian and Northern Affairs Canada)*, 2018 CHRT 4 to small FNCFS Agencies, which are defined as FNCFS Agencies that serve a total on-reserve population aged 0 to 18 years of less than 1,000.

## **Recommended Draft for Review**

- (yyy) “**Structural Drivers**” means factors that are largely out of a caregiver’s control which contribute to the over-representation of First Nations children and youth in the child welfare system, including poverty, poor housing, racism – including systemic racism – and intergenerational trauma.
- (zzz) “**Systemic Review Committee**” means the subcommittee of the Reform Implementation Committee formed pursuant to paragraph 153.
- (aaaa) “**Technical Advisory Committee**” means the subcommittee of the Reform Implementation Committee formed pursuant to paragraph 157.
- (bbbb) “**Term**” means the period beginning on April 1, 2024, and ending on March 31, 2034.
- (cccc) “**Terms and Conditions**” means the terms and conditions of the Reformed FNCFS Program, commonly known as the First Nations Child and Family Services Terms and Conditions.
- (dddd) “**Transitional Dispute Resolution Tribunal**” means the entity that shall hear Disputes before the enabling Legislation comes into force.
- (eeee) “**Tribunal**” means the Canadian Human Rights Tribunal.

## **PART IV – FUNDING COMMITMENT**

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

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

5. Canada shall provide \$24.477 billion to support the implementation of the Reformed FNCFS Program for the Initial Five-Year Funding Period and the housing commitment set out in Part IX.

## Recommended Draft for Review

6. Canada shall not decrease the total funding commitment under the Reformed FNCFS Funding Approach within the Initial Five-Year Funding Period.
7. The Parties agree that Canada's obligation to fund the Reformed FNCFS Program during the Initial Five-Year Funding Period shall be limited to the maximum amount set out in paragraph 5, except for the following obligations to:
  - (a) fund approved Service Provider Funding Adjustment Requests, or any Dispute Decisions in relation thereto, subject to judicial review and any appeals thereof;
  - (b) adjust funding for inflation and population, where such adjustment is specified in Part V (A);
  - (c) fund certain activities at their actual costs until March 31, 2025, as specified in subparagraphs 52(a), 52(e)(ii), 52(f) and 52(g);
  - (d) fund the reasonable start-up costs of new FNCFS Agencies, as specified at paragraph 85;
  - (e) fund First Nations that become eligible under the Reformed FNCFS Program; and
  - (f) reimburse provincial and Yukon governments for child and family services expenditures under federal-provincial and federal-Yukon agreements.
8. The amount identified in paragraph 5 consists -of funding to support:
  - (a) the Reformed FNCFS Funding Approach, including in the transition years of fiscal years 2024-2025 and 2025-2026;
  - (b) the National Secretariat and the Regional Secretariats;
  - (c) the participation of the ~~AFN, COO, and NAN~~ inmembers of the Reform Implementation Committee;
  - (d) the Technical Advisory Committee;
  - (e) the monitor of ISC reform;
  - (f) the Remoteness Secretariat;

## **Recommended Draft for Review**

- (g) the National Assembly of Remote Communities;
- (h) the NAN-Canada Remoteness Quotient Table;
- (i) the establishment, operation, and administration of the Dispute Resolution Process and other costs as provided for in this Final Settlement Agreement for the Dispute Resolution Process, including, but not limited to, costs related to translation and duty counsel;
- (j) research conducted or funded by ISC to advance the purposes and principles of this Final Settlement Agreement, including research related to the cultural humility of ISC employees;
- (k) internal legal costs incurred by ISC in the administration of the FNCFS Program; and
- (l) the housing commitment set out in Part IX.

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

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

### **C. Terms Applicable to Both Funding Periods**

11. Canada shall not apply any amount identified in paragraphs 5 or 9 to its own departmental expenses of any kind, except for the departmental expenses identified in paragraphs 8(i), (j) and (k). Departmental expenses include but are not limited to expenses for human resources, administrative costs,



## **Recommended Draft for Review**

internal costs, or other services retained or procured by Canada not expressly provided for in this Final Settlement Agreement.

12. For greater clarity, such departmental expenses include expenses for:
  - (a) Secretariat support for the Reform Implementation Committee;
  - (b) The contract for a Program Assessment Organization(s);
  - (c) The Expert Advisory Committee and the independent expert third-party evaluation, described in paragraphs 204 to 215;
  - (d) Cultural humility training, described in paragraph 219; and
  - (e) Legal fees of the AFN, COO, and NAN claimed under paragraph 382.
13. Canada shall not reallocate any of the amounts identified in paragraphs 5 or 9 to any purposes beyond those provided for under the terms of this Final Settlement Agreement, except as provided for expressly herein.
14. ISC shall seek authority to place the funding committed for the Initial Five-Year Funding Period and Second Five-Year Funding Period in one or more special purpose allotments. Each fiscal year, ISC may seek authority to have any such funding that remains unexpended by ISC at the end of the fiscal year carried forward into the following fiscal year, subject to Parliamentary appropriation. For greater clarity, ISC may seek to have any funding for any initiatives that remains unexpended at the end of the Initial Five-Year Funding Period to be carried forward into the Second Five-Year Funding Period.

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

### **A. Methodology**

15. The Reformed FNCFS Funding Approach for the Initial Five-Year Funding Period beginning on April 1, 2024, and ending on March 31, 2029, shall consist of:
  - (a) Baseline Funding;

## Recommended Draft for Review

- (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*

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

## Recommended Draft for Review

- (i) In fiscal year 2025-2026, actual expenditures by FNCFS Agencies in Ontario for intake and investigation, legal fees, and building repairs for fiscal year 2022-2023; or
- (ii) In subsequent fiscal years, the amount in (i) upwardly adjusted for inflation and population growth, and not reduced.

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

- 18. Funding for information technology shall be equal to 6% of annual Baseline Funding. This funding shall support information technology needs related to the implementation of the Reformed FNCFS Program. This funding shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities.
- 19. Funding for results shall be equal to 5% of annual Baseline Funding. This funding shall support the implementation of the performance measurement framework and related indicators as outlined in paragraph 99 and Appendix 2 and paragraph ~~139~~139, most notably for capturing and reporting data related to First Nations well-being. This funding shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities.
- 20. Funding for emergency shall be equal to 2% of annual Baseline Funding. This funding shall support responses to unanticipated circumstances affecting or related to the provision of the Reformed FNCFS Program. This funding shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities.

### *Household Supports Funding*

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

## Recommended Draft for Review

Appendix 12 to account for the increased costs of delivering services in remote communities.

### *Prevention Funding*

22. Total funding for prevention services in fiscal year 2024-2025 shall be calculated by multiplying the amount of \$2,603.55 by the total population of all First Nations eligible to receive funding under the Reformed FNCFS Program, according to the approach for determining population as set out in paragraph 35, plus the amount necessary to provide to each First Nation a minimum of \$75,000. These amounts shall be adjusted for inflation in subsequent years. This funding shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities, subject to the transition provisions for fiscal year 2024-2025 set out in subparagraph 52(h)(i).
23. The prevention funding attributable to an individual First Nation shall be calculated by multiplying its population as set out in paragraph 35 by the per capita amount for the applicable fiscal year.

### *First Nation Representative Services Funding*

24. First Nation Representatives are advocates for First Nations in matters relating to the delivery of services to their citizens by a child welfare agency. The roles and responsibilities of First Nation Representatives are defined by the First Nation, considering the unique needs of its citizens and the duties of such representatives as provided for in applicable provincial, territorial, and federal child welfare legislation. First Nations Representative Services funding is intended to:
  - (a) support the cultural needs of First Nations children, youth, and families;
  - (b) support connecting First Nations children, youth, and families with the lands, languages, cultures, practices, customs, traditions, ceremonies and knowledge of their First Nation and helping families access supports;
  - (c) support repatriation of children to their communities; and

## Recommended Draft for Review

- (d) ensure that the rights of First Nations children and youth and the rights of First Nations are respected in the child and family services system.
25. For First Nations except those in Ontario, total funding for First Nation Representative Services in fiscal year 2024-2025 shall be calculated by multiplying the amount of \$294.72 by the total population of all First Nations eligible to receive funding under the Reformed FNCFS Program, according to the approach for determining population as set out in paragraph 35, then adding to that product the amount necessary to provide to each First Nation a minimum of \$75,000. This amount shall be adjusted for inflation in subsequent years. This funding shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities, subject to the transition provisions for fiscal year 2024-2025 set out in subparagraph 52(h)(i).
26. In fiscal year 2025-2026, for First Nations in Ontario, ISC shall provide funding such that each First Nation is funded for First Nation Representative Services at its highest annual amount of First Nation Representative Services funding received over four fiscal years, from fiscal year 2019-2020 to fiscal year 2022-2023. In subsequent years of the Initial Five-Year Funding Period, ISC shall provide funding for First Nation Representative Services to each First Nation in Ontario equal to funding in the preceding year, adjusted for inflation and population growth. This funding shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities.

### *FNCFS Capital Funding*

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

## **Recommended Draft for Review**

### *Post-Majority Support Services Funding*

28. In the Initial Five-Year Funding Period, ISC shall provide \$795.8 million for post-majority support services to support First Nations youth aging out of care and young adults formerly in care in the transition to adulthood and independence.
29. Eligible recipients of these services are those who were ordinarily resident on reserve or in Yukon at the time they were taken into care, regardless of where they have been placed in care, or those who are now ordinarily resident on reserve or in Yukon or are taking active steps to reside on reserve or in Yukon, up to their 26th birthday or to the applicable age as defined in provincial or Yukon legislation, whichever is greater.
30. Canada shall not:
  - (a) require First Nations to confirm that an eligible youth or young adult has sought funding or support from other sources before providing post-majority support services to the youth or young adult; or
  - (b) prohibit First Nations from providing funding to an eligible youth or young adult in relation to a particular activity because that youth or young adult is receiving other funding or support in relation to that activity, provided that the sum of the funding provided by the First Nation and the other funding or support is no more than 100% of the activity's total cost.
31. The amount of \$795.8 million includes an amount for inflation and shall not be further adjusted for inflation. However, this amount shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the increased costs of delivering services in remote communities, subject to the transition provisions for fiscal year 2024-2025 set out in subparagraph 52(h)(iii).

### *Remoteness Adjustment Funding*

32. Where a First Nation's 2021 Index of Remoteness score is 0.40 or greater, ISC shall upwardly adjust the funding of the First Nation and/or its affiliated FNCFS Agency for those components of the Reformed FNCFS Funding

## Recommended Draft for Review

Approach that are to be adjusted for remoteness. ISC shall use the RQAF to make that adjustment. The calculation for the adjustment is detailed in Appendix 12.

### *Insurance Premiums for First Nations and FNCFS Service Providers*

33. 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*

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

### *Population*

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

## Recommended Draft for Review

### B. Allocation

39. ISC shall allocate funding under the Reformed FNCFS Funding Approach between First Nations and FNCFS Agencies in a manner that respects the inherent and constitutional rights of First Nations in relation to child and family services.
40. The Parties intend the allocations set out in this section to encourage collaboration between First Nations and FNCFS Agencies, recognizing that child and family services is a space in which both First Nations and FNCFS Agencies are active and to which each brings unique strengths. Funding shall be provided with a view to First Nations and FNCFS Agencies working together to promote the holistic well-being of children and families.
41. Allocations to First Nations may be used to support First Nations in developing and delivering programs and services to children, youth, and families, in accordance with the terms of this Final Settlement Agreement.
42. Under the Reformed FNCFS Funding Approach, ISC shall provide funding to First Nations and FNCFS Service Providers in accordance with the following:
  - (a) Baseline funding: ISC shall allocate Baseline Funding to FNCFS Agencies. Notwithstanding subparagraphs 16(b) and 17(b)(ii), an FNCFS Agency's Baseline Funding may be reduced where a First Nation has chosen to transition away from its affiliated FNCFS Agency further to paragraph 84.

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



## Recommended Draft for Review

- (iii) ISC shall allocate 50% of the emergency funding to First Nations and 50% to FNCFS Agencies. For Non-Agency First Nations, the allocation of emergency funding is described in subparagraph 79(b).
  - (iv) For First Nations outside of Ontario that are affiliated with an FNCFS Agency, ISC shall allocate information technology, results, and emergency funding proportionally among the First Nations affiliated with that FNCFS Agency based on their population. ISC shall:
    - a. Applying the percentages in paragraphs 18, 19, and 20 to the FNCFS Agency's Baseline Funding, determine the amounts of information technology, results, and emergency funding; and
    - b. On a population-weighted basis, divide all of the information technology and results funding and 50% of the emergency funding in (a.) among the First Nations affiliated with the FNCFS Agency.
  - (v) For First Nations in Ontario that are affiliated with an FNCFS Agency, the calculation of information technology, results, and emergency funding is described in paragraphs 77 to 78.
  - (vi) For Non-Agency First Nations, the calculation of information technology, results, and emergency funding is described in paragraph 80.
- (c) Household supports funding: ISC shall allocate all funding for household supports to First Nations, calculating the amount of an individual First Nation's funding by taking the following steps:
- (i) Multiply the individual First Nation's population, as outlined in paragraph 35, by the percentage of its population below the Low-Income Measure-After Tax (LIM-AT), such percentage being drawn from 2021 Census data. For First Nations that are missing Census data, ISC shall impute the percentage from a nearby First Nation for whom data is available;

## Recommended Draft for Review

- (ii) Divide (i) by the total population of all First Nations eligible to receive funding under the Reformed FNCFS Program below the LIM-AT;
  - (iii) Multiply (ii) by the total annual funding for household supports.
- (d) Prevention funding:
- (i) As of April 1, 2026, outside of Ontario, ISC shall allocate all prevention funding to First Nations. FNCFS Agencies shall draw from their Baseline Funding to conduct least disruptive measures as required under provincial legislation. However, a First Nation may decide to have its affiliated FNCFS Agency receive a portion or all of the prevention funding attributable to the First Nation. A First Nation shall provide written notice to ISC advising of such a decision by the December 1<sup>st</sup> prior to the fiscal year to which the prevention funding is applicable. Once written notice is provided by the First Nation, the direction contained therein persists until further notice is given.
  - (ii) In Ontario, as of April 1, 2026, a First Nation may give written notice directing ISC on the manner in which ISC shall allocate the prevention funding attributable to the First Nation. A First Nation may elect to receive all of the prevention funding attributable to it or may direct that any or all of its funding be directed to its affiliated FNCFS Agency. Written notice to ISC advising of such a direction must be provided by the First Nation by the September 30th prior to the first fiscal year to which its direction is applicable. Once written notice is provided by the First Nation, the direction contained therein persists until further notice is given.
  - (iii) In Ontario, until and unless a First Nation provides written notice as described in (ii), the approach to allocating prevention funding among First Nations and FNCFS Service Providers Agencies for fiscal year 2025-2026 as set out in paragraph 57 shall continue to apply.

## Recommended Draft for Review

- (iv) For Non-Agency First Nations, the allocation of prevention funding is described in subparagraph 79(a).
- (e) FNCFS capital funding: ~~Prior to September 1, 2024, the Parties shall develop an implementation plan for this capital funding that leverages existing or new community capital planning processes. ISC, with the advice of the Reform Implementation Committee, shall also develop guidance documents to support FNCFS Service Providers in seeking capital funding.~~
  - (i) ISC shall administer the capital funding committed in this Final Settlement Agreement to support the delivery of the Reformed FNCFS Program's funded services and activities based on proposals for projects. 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 134, 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 committed in this Final Settlement Agreement to fund First Nations and FNCFS Service Providers for ongoing FNCFS capital projects which have been approved under the 2021 CHRT 41 process and 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 Five-Year Funding Period and 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

## Recommended Draft for Review

location. ISC shall fund 100% of the operation and maintenance costs produced by the formula.

~~(iv)~~ ISC, with the advice of the 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) ~~Save for the funding noted in subparagraph 42(f)(ii), ISC shall allocate all post-majority support services funding to First Nations. Prior to September 1, 2024, the Parties shall co-develop the approach by which ISC shall allocate post-majority support services funding among First Nations. That approach shall align with the principles of needs-based funding and recognition of the distinct realities of First Nations. ISC shall allocate all funding for post-majority support services to First Nations, save for the funding noted in subparagraph 42(f)(ii). ISC shall calculate the amount of a specific First Nation's funding by taking the following steps:~~

1) Multiply 80% by the post-majority segment of the First Nation's population, determined as set out in paragraph 35. 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;

2) Estimate the number of individuals eligible for post-majority support services for the First Nation and nationally, and divide the First Nation's estimate by the national estimate. The estimates are projections based on children in care data recorded in ISC's Information Management System / Data Management System;

3) Multiply (a) by 1 + (b);

4) Divide (c) by the sum of (c) for all First Nations eligible to receive funding under the Reformed FNCFS Program;

## Recommended Draft for Review

5) Multiply \$75,000, adjusted for inflation, by the number of First Nations eligible to receive funding under the Reformed FNCFS Program, and subtract that amount from the total annual funding available for post-majority support services;

6) Multiply (d) by (e);

7) Add \$75,000, adjusted for inflation, to (f).

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

### C. First Nations planning

43. No later than June 30, 2025, First Nations shall be required to provide ISC with a multi-year plan regarding the implementation of services it is funded for under the Reformed FNCFS Funding Approach, with the exception of FNCFS capital. A template plan for this purpose is attached at Appendix 4.

## Recommended Draft for Review

44. First Nations shall provide such a plan for the period ending March 31, 2029 and shall provide annual updates, as necessary.

### D. Discussions on regional modifications

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

### E. FNCFS Funding Mechanism

46. ISC shall transfer funding to 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 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.
47. 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 Settlement Agreement, emphasizes the First Nations' or FNCFS Service Providers' participation, as well as limits administrative and procedural barriers to the First Nations or FNCFS Service Providers transitioning to the FNCFS Funding Mechanism.
48. 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.

## Recommended Draft for Review

For those First Nations and FNCFS Service Providers with unexpended funding from fiscal year 2024-2025 or prior fiscal years, Canada shall amend their funding agreements to allow for the expenditure of unexpended funding in fiscal year 2025-2026 and future fiscal years.

49. Notwithstanding paragraph 48, FNCFS Agencies shall not be permitted to re-allocate funds from prevention funding to protection, except to fund least disruptive measures.
50. In its funding agreements with First Nations and FNCFS Service Providers, ISC shall enable the transfer of funding provided pursuant to this Final Settlement Agreement between ~~affiliated~~ 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 Settlement Agreement. For greater clarity, ISC's funding agreements with FNCFS Agencies shall enable FNCFS Agencies to transfer funds to First Nations for the purpose of advancing the housing objectives in paragraph 103.
51. Any transfer of funding by a First Nation or FNCFS Service Provider pursuant to paragraph 5048 of this section shall be subject to such First Nation or FNCFS Service Provider notifying approval by ISC -in writing and in advance of the intended transfer.

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

*April 1, 2024 to March 31, 2025*

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

## Recommended Draft for Review

Ontario, FNCFS Agencies continue to have access to actuals for intake and investigations, legal fees, and building repairs for fiscal year 2024-2025.

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



## Recommended Draft for Review

to 2024-2025 First Nation Representative Services expenditures is September 20, 2025.

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

*April 1, 2025-March 31, 2026*

53. Operations and maintenance funding:

## Recommended Draft for Review

- (a) Commencing on April 1, 2025, FNCFS Agencies' access to the reimbursement of their actual costs for intake and investigations, legal fees, building repairs, child service purchase, and small agency costs shall cease.
  - (b) Outside Ontario, ISC shall reimburse claims of FNCFS Agencies' actual costs for intake and investigations, legal fees, building repairs, child service purchase, and small agency costs incurred in fiscal year 2024-2025, submitted on or before September 20, 2025.
  - (c) In Ontario, ISC shall reimburse claims of FNCFS Agencies' actual costs for intake and investigations, legal fees, and building repairs incurred in fiscal year 2024-2025, submitted on or before September 20, 2025.
54. Baseline funding: FNCFS Agencies shall receive Baseline Funding for fiscal year 2025-2026.
55. Top-up funding for information technology, results, and emergency: Top-up funding for 2025-2026 shall be included in First Nations' and FNCFS Service Providers Agencies' initial allocations at the beginning of the fiscal year. For clarity, the information technology and results allocations will be solely directed to First Nations, and the emergency allocation will be split between First Nations and FNCFS Agencies.
56. Household supports funding: Household supports funding for fiscal year 2025-2026 shall be included in First Nations' initial allocations at the beginning of the fiscal year.
57. Prevention funding:
- (a) Where a First Nation's affiliated FNCFS Agency is affiliated with more than one First Nation, ISC shall divide the prevention funding attributed to the individual First Nation's population between the individual First Nation and the FNCFS Agency by taking the following steps:
    - (i) Divide the individual First Nation's population by the sum of the populations of all First Nations affiliated to the FNCFS Agency;

## Recommended Draft for Review

- (ii) Multiply the individual First Nation's population by the per capita amount established in paragraph 22;
    - (iii) Multiply (i) by (ii); and
    - (iv) Provide funding equal to (iii) to the FNCFS Agency and the remainder of (ii) to the individual First Nation.
  - (b) Where, following the division described above, a First Nation would receive less than \$75,000 in prevention funding, ISC shall provide that First Nation with \$75,000, adjusted for inflation.
  - (c) Where an FNCFS Agency is affiliated with only one First Nation, ISC shall divide the prevention funding attributed to that First Nation's population between the First Nation and the FNCFS Agency in the same proportion as such funding was divided between the First Nation and the FNCFS Agency in fiscal year 2024-2025, except where the First Nation and FNCFS Agency have agreed on a different division by December 1, 2024. For clarity, total prevention funding provided to such a First Nation and FNCFS Agency in fiscal year 2025-2026 shall not be greater than the per capita amount provided for in paragraph 22 multiplied by the First Nation's population.
58. First Nation Representative Services funding:
- (a) For First Nations except those in Ontario, First Nation Representative Services funding shall be funded in accordance with paragraph 25.
  - (b) Commencing on April 1, 2025, First Nations in Ontario shall no longer have access to reimbursement of their actual costs for First Nation Representative Services. ISC shall provide First Nation Representative Services funding to each First Nation in Ontario in an amount equal to its highest annual amount of First Nation Representative Services funding received over the following four fiscal years, from fiscal year 2019-2020 to fiscal year 2022-2023.
59. FNCFS capital funding:

## Recommended Draft for Review

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

- 60. Post-majority support services funding: Commencing on April 1, 2025, 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 post-majority support services funding in the manner outlined in subparagraph 42(f).
- 61. Remoteness adjustment funding: Commencing on April 1, 2025, ISC shall apply the remoteness adjustment to all funding components that are to be adjusted for remoteness in Part V (A).

### *From April 1, 2026, Onward*

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

### *Support for First Nations and FNCFS Services Providers in the Transition to the Reformed FNCFS Funding Approach*

- 63. ISC shall support First Nations and FNCFS Services Providers in the transition to the Reformed FNCFS Funding Approach, including by informing them as soon as reasonably possible about:
  - (a) the Reformed FNCFS Funding Approach and its implementation requirements, including that of a co-developed child and community well-being plan as outlined in paragraphs 134 to 136 and the First Nations plan as outlined at paragraph 43;
  - (b) the changes to the funding agreement as between ISC and First Nations and FNCFS Service Providers commencing in fiscal year 2025-2026, as provided for in Appendix 6;

## **Recommended Draft for Review**

- (c) new and revised external guidelines to support the implementation of the Reformed FNCFS Funding Approach, including but not limited to implementation guides and revised Terms and Conditions; and
- (d) reporting requirements commencing in fiscal year 2025-2026.

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

- 64. Canada enters into federal-provincial and federal-Yukon agreements to support the provision of child and family services to Non-Agency First Nations. For the purpose of reforming those agreements, ISC shall engage with provincial and Yukon governments providing child and family services to Non-Agency First Nations. ISC shall make best efforts to ensure that the reformed federal-provincial and federal-Yukon agreements adhere to the principles in PART II – PRINCIPLES of this Final Settlement Agreement, as well as applicable federal, provincial, or Yukon legislation.
- 65. ISC shall provide opportunities for Non-Agency First Nations to be actively involved in discussions with respect to the reform of federal-provincial and federal-Yukon agreements that enable the implementation of the Reformed FNCFS Program. These discussions will support and inform the negotiation and implementation of such agreements, and ISC shall provide quarterly reports on these discussions to the Reform Implementation Committee.
- 66. ISC shall make best efforts to work collaboratively with Non-Agency First Nations and provincial and Yukon governments in seeking to co-develop governance and accountability provisions consistent with this Final Settlement Agreement within the federal-provincial and federal-Yukon agreements. Such accountability provisions shall include audits, annual reporting, and funding reviews. ISC shall also make best efforts to include provisions relating to performance data collection, analysis, and reporting methodology to which the provincial or Yukon government shall adhere, as well as provisions to publicly disclose the amount of funding provided under these agreements and the services and activities for which funding is provided.

## Recommended Draft for Review

67. In the event that Canada fails to reach agreement with a province or Yukon, ISC shall refer the matter to the Reform Implementation Committee for discussion with respect to possible solutions.
68. Canada's efforts to reform the federal-provincial and federal-Yukon agreements support the reform of the FNCFS Program and are not intended to impede First Nations seeking to exercise jurisdiction in relation to child and family services on a nation-to-nation basis.
69. COO, NAN, and Canada shall continue to work together on an expedited basis to pursue reform of the 1965 Agreement with the Government of Ontario, recognizing that any change to the 1965 Agreement requires the participation and consent of the Government of Ontario.
70. As the 1965 Agreement outlines federal commitments for reimbursement of eligible services in provincial program areas beyond child and family services, COO, NAN, and Canada have concluded a separate trilateral agreement to guide their approach to 1965 Agreement reform.
71. COO, NAN, and Canada agree to make best efforts to negotiate a reformed 1965 Agreement that, in relation to child and family services, is consistent with the purposes and principles of this Final Settlement Agreement.
72. In the event that Canada fails to reach agreement with the Government of Ontario on a reformed 1965 Agreement as it relates to child and family services, ISC, COO, and NAN shall discuss possible alternatives to reform of the 1965 Agreement, which may include considering whether ISC can fund FNCFS Agencies in Ontario in the same way as FNCFS Agencies outside Ontario. Canada, COO, and NAN recognize that such alternatives may require collaboration with the Government of Ontario.
73. The application of the Reformed FNCFS Funding Approach as it applies to FNCFS Agencies in Ontario may change as a result of the reformed 1965 Agreement. Any such change may require amendment to this Final Settlement Agreement pursuant to paragraph 391.
74. Save for paragraphs 71 and 72 this Final Settlement Agreement does not apply to the process of 1965 Agreement reform or the content of a reformed 1965 Agreement.

## **Recommended Draft for Review**

### **H. Application of the 1965 Agreement in Ontario**

75. COO, NAN, and Canada do not intend for this Final Settlement Agreement to decrease any Government of Ontario funding for First Nations child and family services on reserve, including prevention. If the Government of Ontario decreases funding for First Nations child and family services, COO, NAN, and Canada shall consider the impact of that decrease as part of the next Program Assessment.
76. In the event that the funding made available by the Government of Ontario and Canada to FNCFS Agencies in Ontario is limited in some way by the operation of the 1965 Agreement, that limitation shall be raised with the Government of Ontario in the discussions on 1965 Agreement reform.

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

77. For First Nations in Ontario that are affiliated with an FNCFS Agency, ISC shall determine information technology, results, and emergency funding in fiscal year 2024-2025 as follows:
  - (a) For each FNCFS Agency, estimate the share of its operations and maintenance funding provided by the Government of Ontario for fiscal year 2024-2025 that ISC will reimburse to the Government of Ontario under the 1965 Agreement;
  - (b) Add to (a) the actuals funding for intake and investigations, legal fees, and building repairs that the FNCFS Agency received directly from ISC in fiscal year 2023-2024;
  - (c) Applying the percentages in paragraphs 18, 19 and 20 to (b), determine the funding for information technology, results, and emergency associated with the FNCFS Agency; and
  - (d) On a population-weighted basis, divide all of the information technology and results funding and 50% of the emergency funding in (c) among the First Nations affiliated with the FNCFS Agency, and allocate the remaining 50% of the emergency funding to the FNCFS Agency.

## **Recommended Draft for Review**

78. In subsequent years, the information technology, results, and emergency funding of First Nations in Ontario affiliated with an FNCFS Agency and the emergency funding of FNCFS Agencies in Ontario shall be upwardly adjusted for inflation and population growth, and where applicable, remoteness, and shall not be reduced. In addition, in fiscal year 2025-2026, information technology, results, and emergency funding shall be adjusted in or around November 2025 to account for actuals funding for intake and investigations, legal fees, and building repairs provided directly to FNCFS Agencies in Ontario by ISC for fiscal year 2024-2025.

### **J. Funding for Non-Agency First Nations**

79. ISC provides funding to provincial and Yukon governments to provide protection services for Non-Agency First Nations. With respect to the allocation of funding under the Reformed FNCFS Funding Approach to an individual Non-Agency First Nation, ISC shall:
- (a) Provide all prevention funding attributable to the Non-Agency First Nation to that First Nation;
  - (b) Provide all emergency funding calculated as a percentage of the Non-Agency First Nation's notional Baseline Funding, which shall be determined as outlined in paragraphs 80 and 82, to that First Nation; and
  - (c) Allocate all other funding in the same manner as ISC will use for First Nations affiliated with an FNCFS Agency.
80. For First Nations except those in Ontario, ISC shall determine the information technology, results, and emergency funding for Non-Agency First Nations in fiscal year 2024-2025 as follows:
- (a) Identify the operations and maintenance funding provided in fiscal year 2023-2024 to the applicable provincial or Yukon government;
  - (b) Subtract from (a) any funding used by the provincial or Yukon government for provincial or territorial administrative expenses;
  - (c) Applying the percentages in paragraphs 18, 19 and 20 to (b), determine the total funding for information technology, results, and



## **Recommended Draft for Review**

emergency for Non-Agency First Nations in the province or Yukon;  
and,

- (d) Allocate (c) proportionally among Non-Agency First Nations in the province or Yukon according to the population of those First Nations.

81. In subsequent years, a Non-Agency First Nation's information technology, results, and emergency funding shall be upwardly adjusted for inflation and population growth, and where applicable, remoteness, and shall not be reduced.

82. For Non-Agency First Nations in Ontario, ISC shall determine the information technology, results, and emergency funding in fiscal year 2024-2025 as follows:

- (a) Identify total operations and maintenance funding provided by the Government of Ontario for fiscal year 2024-2025 to child and family services agencies in Ontario that are not FNCFS Agencies, and estimate the share of that funding that ISC will reimburse to the Government of Ontario under the 1965 Agreement;
- (b) Applying the percentages in paragraphs 18, 19, and 20 to (a), determine the total funding for information technology, results, and emergency for Non-Agency First Nations in Ontario; and
- (c) Allocate (b) proportionally among Non-Agency First Nations in Ontario according to the population of those First Nations.

83. In subsequent years, the information technology, results, and emergency funding of Non-Agency First Nations in Ontario shall be upwardly adjusted for inflation and population growth, and where applicable, remoteness, and shall not be reduced.

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

84. Upon receipt of written notice from a First Nation of its intention to transition its protection services from a provincial or Yukon government or from its currently affiliated FNCFS Agency to a new or existing FNCFS Agency, ISC shall fund and facilitate such a transition.

## **Recommended Draft for Review**

85. Where a First Nation transitions to a new FNCFS Agency, ISC's funding shall include reasonable start-up costs as determined by ISC, following discussion amongst ISC, the First Nation, and the provincial or Yukon government, as applicable. ISC shall transfer funding under the Reformed FNCFS Program from the provincial or Yukon government or from the First Nation's currently affiliated FNCFS Agency to the new or existing FNCFS Agency.
86. ISC shall provide an FNCFS Agency with notice as specified in the funding agreement between Canada and the FNCFS Agency prior to changing the FNCFS Agency's funding due to a First Nation's transition away from the FNCFS Agency with respect to protection services. ISC shall meet with the First Nation and the FNCFS Agency from whom the First Nation is transitioning as soon as practical, for the purpose of considering options to minimize disruption to the FNCFS Agency's operations. ISC shall also provide notice to the applicable provincial or Yukon government as specified in the federal-provincial or federal-Yukon agreement where a First Nation transitions away from the provincial or Yukon government with respect to protection services.

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

87. ISC shall continue to administer the Reformed FNCFS Program through the Second Five-Year Funding Period.
88. For the Second Five-Year Funding Period, ISC shall provide total annual funding for the Reformed FNCFS Program of at least the amount of funding provided for the Reformed FNCFS Program in fiscal year 2028-2029. Following the Initial Program Assessment, the funding for the Second Five-Year Funding Period may be upwardly adjusted further to the recommendations adopted by Canada or as reviewed by the Dispute Resolution Tribunal further to paragraph 231, as otherwise subject to judicial review and any appeals thereof as set out in this Final Settlement Agreement.
89. ISC shall seek a mandate for the Second Five-Year Funding Period in relation to the recommendations of the Reform Implementation Committee's

## Recommended Draft for Review

Initial Program Assessment Opinion that it is prepared to recommend for adoption.

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

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

94. This Final Settlement Agreement expires on March 31, 2034.
95. Canada acknowledges its ongoing obligation to ensure that the discrimination found by the Tribunal has been eliminated and does not recur.
96. ISC shall engage with the Parties with respect to the recommendations of the Reform Implementation Committee following the Second Program Assessment to inform the design and/or development of the Reformed FNCFS Program, or successor program, which may take effect following the expiry of the Term of this Final Settlement Agreement.

## Recommended Draft for Review

97. In considering the Reform Implementation Committee's Second Program Assessment Opinion, Canada shall consider the viability of embedding the Reformed FNCFS Funding Approach, and any recommended changes thereto, in legislation (i.e., Canada shall consider the viability of statutory funding).

## **PART VIII – MEASURING THE PERFORMANCE OF THE REFORMED FNCFS PROGRAM**

98. The Parties anticipate the Reformed FNCFS Program will result in an overall reduction of First Nations children coming into care over time. Obtaining standardized data on the efficacy of the Reformed FNCFS Program, on services provided to First Nations children under the Reformed FNCFS Program, and on the overall well-being of First Nations children, families, and communities will contribute to the reporting to Parliament and Canadians on the outcomes of the Reformed FNCFS Program.
99. For the purpose of reporting to Parliament under the Reformed FNCFS Program, ISC shall analyze internal data to inform relevant immediate outcomes. ISC shall also require FNCFS Service Providers to report on indicators directly related to their activities to advance the Reformed FNCFS Program's outcomes. ISC shall continue to work with its partners to develop and improve the Reformed FNCFS Program's indicators. As a starting point, the indicators in Appendix 2 shall be used for the performance measurement of the Reformed FNCFS Program.
100. Where an FNCFS Service Provider is experiencing extraordinary circumstances beyond their control which adversely affects their ability to report under this Part, ISC shall work with the FNCFS Service Provider to develop a plan to fulfill its reporting requirements as expeditiously as possible.
101. To support monitoring related to Structural Drivers that lead children and families into contact with the child welfare system, Canada shall continue to report publicly through ISC's Departmental Results Report on indicators that are consistent with the Measuring to Thrive Framework. The areas of

## **Recommended Draft for Review**

measurement on which Canada shall report will include rates of and/or access to:

- (a) Safe and suitable housing;
- (b) Sufficient and safe water from source to tap;
- (c) Family reunification;
- (d) Livable income; and
- (e) Mental health and specialized services within the community.

102. To support the mandate of the National Secretariat in measuring First Nations child and family well-being in a holistic way, ISC shall make best efforts to conclude an umbrella information-sharing agreement with the National Secretariat in order to facilitate the access to and sharing of departmental data that will contribute to the general knowledge base of child and family well-being. The departmental data available to be shared would include all the service areas as identified in the ISC Departmental Results Framework, which is publicly available.

### **PART IX – HOUSING FUNDING**

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

## Recommended Draft for Review

data. For First Nations that are missing Census data, ISC shall impute the percentage living in an overcrowded dwelling from a nearby First Nation for whom data is available;

- (c) Divide (b) by the total population of First Nations eligible for housing funding as adjusted by the factors in (b);
- (d) Subtract \$250,000 multiplied by the total number of First Nations eligible for housing funding from \$1.79 billion;
- (e) Multiply (c) by (d); and
- (f) Add \$250,000 to (e).

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

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

### **PART X – NATIONAL AND REGIONAL SECRETARIATS**

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

#### **A. National Secretariat**

##### *Function*

- 108. The National Secretariat shall be independent from the Government of Canada. It shall be a First Nations-led, apolitical, not-for-profit corporation.

## Recommended Draft for Review

109. The National Secretariat shall be established with two sectors, a Best Practices and Programming sector and a Data and Evidence sector, the respective roles of which will be delineated by the National Secretariat.
110. The National Secretariat shall be responsible for the following:
- (a) Making best efforts to procure an existing organization with child and family services and/or data collection expertise from each region to act as a Regional Secretariat and to conclude the necessary bilateral agreements;
  - (b) The development and dissemination of best practice guidelines, tools for child and family services, and other operational supports, ensuring a consistent standard for engagement and messaging;
  - (c) The coordination of regional efforts to uphold the integrity of service quality and promote the National Secretariat's strategic goals;
  - (d) Supporting Regional Secretariats should circumstances arise which impact their ability to promote best practice programming;
  - (e) Working collaboratively with the Remoteness Secretariat;
  - (f) Establishing data related priorities for the purposes of its data collection efforts and analysis;
  - (g) Acting as the central hub for all data activities and responsibility for implementing measures to facilitate its receipt of data;
  - (h) Synthesizing regional and other relevant data to develop recommendations in relation to the implementation and efficacy of the Reformed FNCFS Program, as well as evidence-based practices which will inform and refine best practice programming and supports;
  - (i) Overseeing the overall performance of Regional Secretariats; and
  - (j) Reporting findings, concerns, and/or recommendations to the Reform Implementation Committee in relation to the implementation and efficacy of the Reformed FNCFS Program.
111. For clarity, the regions in which Regional Secretariats will be established shall be defined by the National Secretariat.

## **Recommended Draft for Review**

### *Governance*

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

### *Data Inputs and Management*

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

## **B. Regional Secretariats**

117. The Regional Secretariats, where established, shall operate further to their bilateral agreements with the National Secretariat and may be responsible for the following:



## **Recommended Draft for Review**

- (a) Capturing regional data further to the standards established by the National Secretariat, ensuring programming is responsive to the specific cultural and social dynamics of their communities;
- (b) Implementing and refining best practice programming at the regional level, informed by direct community input and localized evidence;
- (c) Forwarding regional data and insights to the National Secretariat for the purpose of fostering a two-way flow of information that enhances national programming strategies;
- (d) Engaging with local organizations and communities to ensure programming is culturally congruent, effective, and endorsed by those it serves; and
- (e) Supporting the work of the National Secretariat, executing programs as per the National Secretariat's guidance while providing regional input and insights to inform the ongoing refinement of the national best practices strategies.

## **PART XI – REMOTENESS RESEARCH AND RELATED ITEMS**

### *Purpose*

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

### *NARC-Canada Remoteness Table*

119. The Parties recognize the unique challenges and increased time and expense required to deliver child welfare services in remote communities. Working collaboratively with NARC, Canada shall establish the NARC-Canada Remoteness Table to address issues of remoteness, including the increased costs associated with remoteness, at a national level.

## Recommended Draft for Review

120. Subject to the direction of its members, the NARC-Canada Remoteness Table shall consider the work of the NAN-Canada Remoteness Quotient Table, including the RQAF, and shall adopt and/or develop a First Nations-sighted, evidence-based, statistical approach to estimating the increased child and family services costs associated with remoteness and accounting for those costs in the funding provided under the Reformed FNCFS Program, on a national basis.
121. For greater clarity, the work of the NARC-Canada Remoteness Table may include further development of the RQAF for national application, including the development and integration of region-specific data. The NARC-Canada Remoteness Table may also seek to collaborate with Statistics Canada to further develop the Index of Remoteness.
122. The NARC-Canada Remoteness Table shall be separate and independent from the NAN-Canada Remoteness Quotient Table, which shall continue unaffected by the creation of the NARC-Canada Remoteness Table.
123. For greater clarity, the NARC-Canada Remoteness Table and the NAN-Canada Remoteness Quotient Table shall inform and consider the work of one another in relation to further development of the RQAF, or any other approaches to adjusting funding to account for remoteness, and in relation to further development of the Index of Remoteness.
124. Canada and NARC may discuss how to model different remoteness adjustment approaches with a sample of remote communities across Canada to assess the ability of those approaches to respond to and address the unique needs of remote communities, including accounting for the increased costs of delivering services in remote communities. For clarity, such modelling shall not involve ISC providing greater remoteness adjustment funding within the Initial Five-Year Funding Period than that provided for in paragraph 32.
125. The Reform Implementation Committee shall consider input from the NARC-Canada Remoteness Table, including any modelling and research undertaken by the NARC-Canada Remoteness Table, with respect to how

## **Recommended Draft for Review**

remoteness issues are addressed under the Reformed FNCFS Program at a national level.

### *NAN-Canada Remoteness Quotient Table*

126. The work of the NAN-Canada Remoteness Quotient Table may include continuing the development and updating of the initial NAN-specific Remoteness Quotient work, the RQAF, and other NAN-specific approaches to addressing remoteness issues and accounting for the increased child and family services costs associated with remoteness that impact NAN First Nations and the FNCFS Agencies that serve them. The NAN-Canada Remoteness Quotient Table may also seek to collaborate with Statistics Canada to further develop the Index of Remoteness. The NAN-Canada Remoteness Quotient Table may also model approaches to addressing remoteness issues, working in collaboration with the NARC-Canada Remoteness Table. For clarity, such modelling shall not involve ISC providing greater remoteness adjustment funding within the Initial Five-Year Funding Period than that provided for in paragraph 32.
127. The Reform Implementation Committee shall consider input from the NAN-Canada Remoteness Quotient Table, including any modelling and research undertaken by the NAN-Canada Remoteness Quotient Table, with respect to how remoteness issues are addressed under the Reformed FNCFS Program for NAN First Nations and the FNCFS Agencies that serve them.

### *Remoteness Secretariat*

128. In collaboration with NARC, NAN shall establish a Remoteness Secretariat, which will be a centre of expertise on the impacts of remoteness experienced by First Nations and FNCFS Agencies. The Remoteness Secretariat shall provide technical support to the NARC-Canada Remoteness Table. The Remoteness Secretariat shall also work collaboratively with the National Secretariat described in Part X (A).
129. The Remoteness Secretariat shall be responsible for:

## Recommended Draft for Review

- (a) coordinating and supporting data collection, accumulation, analysis, and research efforts with respect to measurement, implications, and associated costs of remoteness; and
  - (b) sharing best practices and disseminating remoteness-related research and tools among First Nations and FNCFS Agencies.
130. If necessary, ISC shall make best efforts to negotiate an umbrella information-sharing agreement with the Remoteness Secretariat in order to facilitate the access to and sharing of ISC data related to the measurement of and adjustment of funding for remoteness.
131. ISC shall provide \$3 million annually over the Term of this Final Settlement Agreement to support NARC, the NAN Canada Remoteness Quotient Table and the Remoteness Secretariat, the allocation of which shall be determined at a later time.

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

132. A fFirst nNation that is funded to exercise jurisdiction in the delivery of some or all aspects of child and family services pursuant to a self-government agreement, a treaty arrangement, a coordination agreement under *An Act respecting First Nations, Inuit and Métis children, youth and families*, S.C. 2019, c. 24, or some alternative federal jurisdictional and funding process (“jurisdictional agreement”) shall not be offered less funding than what its entitlement would be for services funded under the Reformed FNCFS Funding Approach and covered by such jurisdictional agreement. Save for this Part, this Final Settlement Agreement shall not apply to these fFirst nNations, except respecting services for which the fFFirst nNNation continues to be funded under the Reformed FNCFS Program.
133. Where a fFirst nNation receives funding for services pursuant to a jurisdictional agreement, that fFirst nNation 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

## **Recommended Draft for Review**

such services out of the Reformed FNCFS Program. All funding commitments under this Final Settlement Agreement are subject to adjustment on this basis.

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

#### *Planning*

134. Accountability of FNCFS Agencies to the First Nations they serve is one of the principles of this Final Settlement Agreement. To uphold this principle, and through its funding agreements with FNCFS Agencies under the Reformed FNCFS Program, ISC shall require FNCFS Agencies to co-develop a single child and community well-being plan with its affiliated First Nation(s). The plan must be submitted by June 30, 2025, and extend until March 31, 2029, subject to annual updates, as necessary.
135. At least 90 days prior to the expiry of its child and community well-being plan, an FNCFS Agency shall submit a subsequent child and community well-being plan, co-developed with the First Nation(s) affiliated with that FNCFS Agency. Where the aforementioned deadlines are not met, ISC shall take any actions available to ensure FNCFS Agency compliance.
136. A child and community well-being plan developed by the FNCFS Agency, in consultation with their affiliated First Nations, must incorporate:
  - (a) activities undertaken and associated expenditures of the FNCFS Agency with respect to Baseline Funding, emergency funding, and prevention funding, if any, over the Initial Five-Year Funding Period;
  - (b) multi-year financial forecasts including unexpended funds and how they will be spent;
  - (c) plans for the realization of performance target set by the First Nation;
  - (d) risk management strategies;
  - (e) provisions for regular reporting by the FNCFS Agency to the First Nation which shall include annual numbers of youth who are eligible for or will become eligible for post-majority services funding;

## Recommended Draft for Review

- (f) mechanisms to facilitate the sharing of information, to assist First Nations in the delivery of services under the Reformed FNCFS Program;
  - (g) provisions that recognize and respect First Nations' delivery of First Nation Representative Services and post-majority support services;
  - (h) an integrated approach to the delivery of prevention services as between the FNCFS Agency and their affiliated First Nations, which delineates their respective roles and ensures support to families and their communities in the provision of holistic wrap-around services; and
  - (i) consideration for the supporting and complementary roles of the FNCFS Agency and their affiliated First Nations in the delivery of services under the Reformed FNCFS Program.
137. Through its funding agreements with FNCFS Agencies under the Reformed FNCFS Program, ISC shall require an FNCFS Agency to:
- (a) fund the co-development of its child and community well-being plans, including providing opportunities for the meaningful participation of its affiliated First Nation(s) in the co-development process; and
  - (b) report to ISC and its affiliated First Nation(s) on the implementation of its child and community well-being plan(s) on an annual basis.
138. A First Nation may inform ISC of any concerns it has with its FNCFS Agency's compliance with the child and community well-being plan. ISC shall make the FNCFS Agency aware of the scope of the concerns and consider appropriate responses, which may include individual FNCFS Agency audits.

### *Community-Wellness Reporting*

139. ISC's funding agreements with FNCFS Agencies under the Reformed FNCFS Program shall require FNCFS Agencies to collect data and report on indicators drawn from the Measuring to Thrive Framework. The intent of this data collection is to provide First Nations and FNCFS Agencies with a holistic vision of the people they serve and the context in which they operate to

## Recommended Draft for Review

support enhanced decision-making. The indicators on which FNCFS Agencies shall collect data with respect to children receiving protection services are as follows:

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

## Recommended Draft for Review

140. Through its funding agreements with FNCFS Agencies under the Reformed FNCFS Program, ISC shall require each FNCFS Agency to report annually to its affiliated First Nations and the National Secretariat on the indicators provided for in paragraph 139.
141. In addition to this mandatory data collection, a First Nation may collaborate with its affiliated FNCFS Agency to collect data on additional well-being indicators to enhance their performance measurement. First Nations are encouraged to consider collecting community-level information in relation to the following indicators:
- (a) Availability of community-based services
    - (i) pre- and post- natal services;
    - (ii) mental health services;
    - (iii) substance misuse services;
    - (iv) family violence intervention services;
    - (v) land-based activities;
    - (vi) cultural and spiritual events
    - (vii) FNCFS prevention services
  - (b) Livable income and affordability;
    - (i) percentage of households below Low Income Measure-After Tax
    - (ii) percentage of households below the Market Basket Measure
  - (c) Education;
    - (i) Availability of early childhood education
    - (ii) Numeracy and literacy target rate (elementary/secondary);
    - (iii) Secondary school completion rate;
    - (iv) Access to post-secondary education.
    - (v) Availability of First Nations language education;
  - (d) Housing and water



## **Recommended Draft for Review**

- (i) Housing in need of major repair
  - (ii) Conditions of overcrowding
  - (iii) Homes with potable water from the tap
142. First Nations may request advice and/or direction from the National Secretariat in relation to the collection of information on community level indicators.

### *ISC Reporting on Compliance*

143. ISC's funding agreements with FNCFS Service Providers under the Reformed FNCFS Program shall allow ISC to report to each First Nation on its affiliated FNCFS Agency's compliance with its funding agreement. ISC shall report on such compliance to a First Nation upon its request, or upon ISC's discovery of material non-compliance by its affiliated FNCFS Agency.
144. ISC's funding agreements shall also allow ISC to report to the Reform Implementation Committee on each FNCFS Agency's compliance with its funding agreements. ISC shall report quarterly to the Reform Implementation Committee on the compliance of FNCFS Agencies with their funding agreements and may consider any recommendations of the Reform Implementation Committee.

## **PART XIV – GOVERNANCE OF THE REFORMED FNCFS PROGRAM**

### **A. Reform Implementation Committee**

145. The Reform Implementation Committee shall oversee and monitor the implementation of the Reformed FNCFS Program. Such oversight and monitoring shall consider all reviews and processes established by this Final Settlement Agreement, including the Program Assessments as described in PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS, to inform the Reform Implementation Committee's recommendations to Canada with respect to changes to the Reformed FNCFS Program.
146. The Reform Implementation Committee can at any time make recommendations in relation to the implementation of the Reformed FNCFS

## Recommended Draft for Review

Program, except regarding discipline or removal of ISC employees or officers. The Dispute Resolution Process under this Final Settlement Agreement, as described in PART XIX – DISPUTE RESOLUTION PROCESS, shall not be available with respect to any recommendations of the Reform Implementation Committee requiring amendment to this Final Settlement Agreement or significant structural change to the Reformed FNCFS Program, except where such recommendations are made by way of the Reform Implementation Committee’s Initial Program Assessment Opinion further to the requirements of paragraph 231.

147. The Reform Implementation Committee shall receive input, recommendations, and/or observations from the Parties, the following entities listed below, and any successors or additional entities constituted and/or unanimously endorsed by the Parties:

- (a) Expert Advisory Committee;
- (b) NAN-Canada Remoteness Quotient Table;
- (c) NARC–Canada Remoteness Table;
- (d) National Secretariat;
- (e) Systemic Review Committee; and
- (f) Technical Advisory Committee.

148. The Reform Implementation Committee shall consist of ~~twelve-fifteen~~ (152) members who shall be appointed and may serve up to a period ending March 31, 2029. ~~Each Party shall appoint three (3) members to the Reform Implementation Committee.~~ With respect to the composition of the Reform Implementation Committee, each Party shall appoint one (1) member; NARC shall be entitled to appoint one (1) member; and, except for Ontario and the Northwest Territories, each region (Newfoundland, Prince Edward Island, Nova Scotia, New Brunswick, Quebec, Manitoba, Saskatchewan, Alberta, British Columbia, and Yukon) shall be entitled to appoint one (1) member; having due regard for the following criteria:

## Recommended Draft for Review

- (a) Each appointee shall be a First Nations individual, who is either a chief, council member, or other such elected leader (elected at the time of their appointment), a First Nations child and family services technician employed by a First Nation, or a child and family services technician employed by a FNCFS Agency.
- (b) Aspirationally, the membership of the Reform Implementation Committee will include both leadership and technical expertise and achieve diversity.
- (c) Each of the Parties, the NARC, and the regions shall confirm the appointment of their member within thirty (30) days following the approval of the Final Settlement Agreement by the Tribunal or, as necessary, the Federal Court or further Appellate Court. The failure to confirm the appointment of a member within this time frame shall not impede the operation of the Reform Implementation Committee.

~~148-149.~~        -The Reform Implementation Committee shall operate in accordance with the terms of reference attached to this Final Settlement Agreement as Appendix 8, as updated by the Parties from time to time.

~~149-150.~~        The responsibilities of the Reform Implementation Committee include:

- (a) Overseeing and monitoring the implementation of the Reformed FNCFS Program and making related recommendations to Canada;
- (b) Supporting the oversight of the Program Assessment Organization and preparation of the Program Assessment Opinions and executive summaries for the Parties and the public;
- (c) Overseeing the Expert Advisory Committee;
- (d) Appointing an independent monitor responsible for monitoring Canada's implementation of the accepted recommendations on the reform of ISC and the efficacy of reforms;
- (e) Discussing possible solutions in the event that Canada fails to reach agreement with a province or Yukon, except Ontario, on governance

## Recommended Draft for Review

and accountability provisions within a federal-provincial or federal-Yukon agreement;

- (f) Receiving reports from the National Secretariat, NAN-Canada Remoteness Quotient Table, NARC-Canada Remoteness Table, ISC, the Systemic Review Committee, and the Technical Advisory Committee in relation to the implementation and efficacy of the Reformed FNCFS Program; and
- (g) Publishing an annual report on the progress of the implementation of this Final Settlement Agreement to be made available to the public, which shall be provided in advance to the Parties prior to being released to the public.

~~150-151.~~ Canada shall pay reasonable insurance costs for members of the Reform Implementation Committee in relation to their duties on that committee, and Canada releases and holds harmless the Reform Implementation Committee and its members and counsel from any and all claims, counterclaims, suits, actions, causes of action, demands, damages, penalties, injuries, setoffs, judgments, debts, costs, expenses (including legal fees and expenses), or other liabilities of every character whatsoever by any reason relating to the negotiation and implementation of this Final Settlement Agreement, except arising out of or resulting from fraud, and this Final Settlement Agreement shall be a complete defence.

~~151-152.~~ Canada shall provide funding in the amount of \$22.2 million over the Term ~~to the AFN, COO, and NAN~~ to support their participation of members of the Reform Implementation Committee. ~~The AFN, COO, and NAN~~ members of the Reform Implementation Committee agree shall to provide reasonably detailed invoicing on a quarterly basis setting out the activities with regard to their participation. Canada agrees to pay the reasonable costs of such activities up to the amount of \$22.2 million over the Term. Such funding shall include, but not be limited to, funding for experts from whom the Reform Implementation Committee may decide to seek input, as well as youth engagement. Such funding shall also include, but not be limited to, funding for the monitor of ISC reform, outlined in paragraph 216. This funding is fixed for the Term, subject to review following the Initial

## Recommended Draft for Review

Program Assessment. ISC shall provide secretariat support for the operation of the Reformed Implementation Committee over the Term.

### B. Systemic Review Committee

~~152-153.~~ The Reform Implementation Committee shall establish a Systemic Review Committee as a subcommittee. The Reform Implementation Committee shall establish Terms of Reference for the Systemic Review Committee, reflecting the terms of this Part.

~~153-154.~~ 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 191 and 192 and ISC's determinations of said requests;
- (b) Claimant Disputes filed with the Dispute Resolution Tribunal and decisions of the Dispute Resolution Tribunal pursuant to paragraph 362; and
- (c) Any feedback or commentary from Claimants relating to their experiences moving through the Claimant Dispute Process received by the Registrar through the process described at paragraph 370.

~~154-155.~~ ISC and the Registrar shall provide the Systemic Review Committee with the information as set out at paragraph 154 on a quarterly basis.

~~155-156.~~ The Systemic Review Committee shall review the information as set out at paragraph 154 and advise the Reform Implementation Committee of any trends of concern it finds and make recommendations to address and remedy any of its findings.

### C. Technical Advisory Committee

~~156-157.~~ The Reform Implementation Committee shall establish a Technical Advisory Committee as a subcommittee to provide technical advice on implementation of the Reformed FNCFS Program to the Reform Implementation Committee.

## **Recommended Draft for Review**

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

~~158-159.~~ The Reform Implementation Committee shall establish Terms of Reference for the Technical Advisory Committee, reflecting the terms of this Part, and shall appoint its membership. Appointees shall possess relevant technical expertise and will reflect, to the extent possible, regional diversity. No member of the Reform Implementation Committee shall serve on the Technical Advisory Committee.

~~159-160.~~ The Technical Advisory Committee shall facilitate the participation of First Nations youth currently and formerly in care in opportunities to advise on the implementation of the Reformed FNCFS Program.

~~160-161.~~ The Technical Advisory Committee shall engage existing regional tripartite and technical tables as it deems appropriate.

## **PART XV – REFORMED FNCFS PROGRAM ASSESSMENTS**

### **A. Overview and Timeline**

~~161-162.~~ The Reformed FNCFS Program shall be the subject of two Program Assessments.

~~162-163.~~ The Program Assessments must be completed by the following deadlines:

- (a) For the Initial Program Assessment, March 31, 2028; and
- (b) For the Second Program Assessment, March 31, 2033.

~~163-164.~~ A summary of the timelines described in this Part is attached at Appendix 3.

## Recommended Draft for Review

### B. Purposes and Scope of Program Assessments

~~164-165.~~ The purposes of the Program Assessments are:

- (a) to review, evaluate, and document in reports the extent to which the Reformed FNCFS Program:
  - (i) achieves progress toward the elimination of discrimination and prevention of its recurrence;
  - (ii) provides funding in a sufficient amount and in a manner that is consistent with the purposes and principles of this Final Settlement Agreement;
  - (iii) is effective and advances the outcomes of the Reformed FNCFS Program through analysis of data collected on the indicators detailed in Appendix 2;
  - (iv) improves the well-being and advances the best interests of First Nations children, youth, and families; and
- (b) to provide the Reform Implementation Committee with reports to consider when formulating its recommendations for program and/or funding changes for the Reformed FNCFS Program in its Program Assessment Opinions.

~~165-166.~~ The scope of the Program Assessments shall be defined by the Reform Implementation Committee and shall be consistent with the purposes and principles of this Final Settlement Agreement and shall include review of the entire Reformed FNCFS Program. This shall include, but will not be limited to, the Reformed FNCFS Funding Approach and any related aspects, including funding levels, funding structures, funding allocations, policies, procedures, Terms and Conditions, reporting requirements, funding agreements, and practices.

### C. Selection of the Program Assessment Organization

~~166-167.~~ The AFN shall initiate a separate request for proposal to select and retain the Program Assessment Organization(s) to conduct each of the

## Recommended Draft for Review

Program Assessment(s), on the advice of the Reform Implementation Committee.

~~167-168.~~ Each request for proposal shall include requirements that the Program Assessment Organization shall observe relevant and applicable ethical standards and, to the extent reasonably possible and consistent with the terms of this Final Settlement Agreement, respect the First Nations principles of Ownership, Control, Access, and Possession® (“OCAP®”) or similar data sovereignty frameworks.

~~168-169.~~ On the advice of the Reform Implementation Committee, the AFN shall select an organization from among the bidders that:

- (a) has relevant qualifications and demonstrated experience to perform program evaluations;
- (b) is independent and free of conflicts of interest; and
- (c) is capable of meeting the budget and timeline requirements.

~~169-170.~~ The AFN and the Reform Implementation Committee may prefer qualified bidders that are owned by or directed by First Nations people or that propose to employ First Nations people to conduct the Program Assessments.

~~170-171.~~ On selection of a successful bidder by the AFN, Canada shall provide funding to the AFN through a contribution agreement for the proposed contract price, provided that the price of the contract is reasonable and acceptable to Canada. The AFN shall then contract with the successful bidder, subject to the AFN’s internal policies.

### D. Oversight of the Program Assessments

~~171-172.~~ The AFN shall oversee the Program Assessment Organization and, on the advice of the Reform Implementation Committee, may provide guidance on:

- (a) the design and methods of the Program Assessments;



## Recommended Draft for Review

- (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

~~172-173.~~ The Program Assessment Organization shall solicit and consider input from the following groups:

- (a) First Nations and FNCFS Service Providers;
- (b) provincial and Yukon governments providing child and family services for Non-Agency First Nations;
- ~~(c)~~ the National Secretariat;
- ~~(e)~~~~(d)~~ NARC; and
- ~~(d)~~~~(e)~~ other groups identified by the AFN, on the advice of the Reform Implementation Committee.

~~173-174.~~ The Program Assessment Organization may also consider:

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

## Recommended Draft for Review

- (e) unexpended funds held by ~~the~~ First Nations and FNCFS Service Providers.

~~174.175.~~ Upon request by the Program Assessment Organization, the relevant Party or the Reform Implementation Committee shall provide the Program Assessment Organization with timely access to all relevant data, information, reports, agreements, and other information in their possession, power, and control, as reasonably required to complete the Program Assessment.

### F. Urgent Circumstances During the Program Assessment Process

~~175.176.~~ During the Program Assessment process, the Program Assessment Organization shall notify the AFN, who shall in turn notify the Reform Implementation Committee, if an urgent need arises to address an aspect of the Reformed FNCFS Program that is adversely affecting the delivery of services to First Nations children, youth, and families and may provide a recommendation to address it.

### G. Program Assessment Reports

~~176.177.~~ The Program Assessment Organization shall deliver the Program Assessment Reports to the AFN according to the timelines found at Appendix 3.

~~177.178.~~ Each Program Assessment Report shall provide the deliverables as set out in the request for proposals, but at a minimum shall:

- (a) include an environmental scan of any relevant factors influencing the Reformed FNCFS Program, such as emerging evidence, legislation, the Structural Drivers, significant events, and technology;
- (b) include a description of the Program Assessment design, methodology, and any limitations;
- (c) where sufficient evidence is available, provide evidence-based recommendations about how Canada can improve the Reformed FNCFS Program and remediate any shortcomings;

## Recommended Draft for Review

- (d) identify recommendations supported by and flowing from associated findings and conclusions;
- (e) identify if there are any priority recommendations that should be implemented immediately; and
- (f) highlight any region-specific approaches or variations which may be required to achieve consistency with the purposes and principles of this Final Settlement Agreement.

~~178-179.~~ The Program Assessment Organization shall also deliver to the AFN an executive summary of each Program Assessment Report, that shall include a summary of the recommendations.

~~179-180.~~ The AFN may translate the executive summaries into any number of Indigenous languages on the advice of the Reform Implementation Committee, subject to available funding.

~~180-181.~~ The AFN shall make the Program Assessment Reports and the executive summaries public.

## H. Reform Implementation Committee's Program Assessment Opinion

~~181-182.~~ The AFN shall distribute the Program Assessment Reports to the Reform Implementation Committee and to the Parties within fifteen (15) days of receipt from the Program Assessment Organization.

~~182-183.~~ The Parties may provide any comments on the Program Assessment Reports to the Reform Implementation Committee within forty-five (45) days of receipt. The Reform Implementation Committee shall consider all such comments in formulating its recommendations to Canada.

~~183-184.~~ The Reform Implementation Committee must deliver its Program Assessment Opinions to Canada and the other Parties by the following deadlines:

- (a) For its Initial Program Assessment Opinion, June 30, 2028; and
- (b) For its Second Program Assessment Opinion, June 30, 2033.

## Recommended Draft for Review

~~184-185.~~ The Reform Implementation Committee's Program Assessment Opinions shall contain recommendations on the Reformed FNCFS Program that are consistent with the purposes and principles of this Final Settlement Agreement. Such recommendations shall include, but not be limited to, those related to the Program Assessment Reports.

~~185-186.~~ The Reform Implementation Committee's Program Assessment Opinion and any recommendations contained therein, including any recommendations to increase funding for subsequent fiscal years, shall be:

- (a) consistent with the purposes and principles of this Final Agreement;
- (b) informed by and derived from the findings and recommendations in the Initial Program Assessment Report, and
- (c) reasonable and prudent in light of the evidence and the findings of the Program Assessment Opinion.

~~186-187.~~ The Reform Implementation Committee shall make its Program Assessment Opinions and executive summaries thereof public, following receipt of Canada's response to the Program Assessment Opinions.

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

~~187-188.~~ Within one-hundred and twenty (120) days of receiving the Reform Implementation Committee's Program Assessment Opinions, ISC shall:

- (a) review and consider the Program Assessment Report and the Program Assessment Opinion;
- (b) in the spirit of a renewed nation-to-nation relationship, work with the Parties to co-develop policy recommendations that shall inform the options that ISC will bring forward for Canada's consideration; and
- (c) provide the following to each Party and to the Reform Implementation Committee:

## Recommended Draft for Review

- (i) written confirmation as to which of the recommendations of the Program Assessment Opinions Canada will accept and implement;
- (ii) the timeline and anticipated implementation date for the recommendations of the Program Assessment Opinions accepted by Canada; and
- (iii) reasonably detailed written reasons in respect of any recommendation that Canada determines it shall not implement or any variation from a recommendation that Canada proposes to implement.

~~188-189.~~ Canada shall make its responses to the Program Assessment Opinions public.

~~189-190.~~ With respect to the Reform Implementation Committee's Initial Program Assessment Opinion, recommendations related to funding levels accepted by Canada shall be implemented no later than April 1, 2029. Canada shall 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**

~~190-191.~~ An FNCFS Service Provider may bring a Service Provider Funding Adjustment Request if it is unable within its current funding, for reasons beyond its reasonable control, to deliver services required by law and eligible to be funded by the Reformed FNCFS Program.

~~191-192.~~ A First Nation may bring a Service Provider Funding Adjustment Request if it is unable within its current funding, to provide prevention services which are adequate to respond to a prevention need created by an unforeseen event(s), beyond its reasonable control, not including reasonably foreseeable natural events or circumstances covered by other government programs or policies.

## Recommended Draft for Review

~~192-193.~~ In order to avoid the duplication of least disruptive measures and prevention funding, where Service Provider Funding Adjustment Requests have been received in relation to the same event(s), such requests by First Nations shall be prioritized.

~~193-194.~~ “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 49. For clarity, an FNCFS Agency shall be required to expend their prevention funding before making a Service Provider Funding Adjustment Request for funding to deliver least disruptive measures.

~~194-195.~~ An 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 Nations 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.

~~195-196.~~ 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.

~~196-197.~~ 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.

~~197-198.~~ 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

## Recommended Draft for Review

period, the request shall be deemed to have been denied and the FNCFS Service Provider may access the Claimant Dispute Tribunal.

~~198-199.~~ 199. 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 Claimant Dispute Tribunal.

## **PART XVII – REFORM OF ISC AND SUCCESSOR DEPARTMENTS**

~~199-200.~~ 200. The Parties agree that reform of ISC is required to address systemic discrimination within the FNCFS Program and prevent its recurrence within the administration of the Reformed FNCFS Program.

~~200-201.~~ 201. The AFN, Caring Society, Canada, COO, and NAN obtained a consent order in *First Nations Child & Family Caring Society of Canada et al. v. Attorney General of Canada (representing the Minister of Indigenous and Northern Affairs Canada)*, 2022 CHRT 8 (“2022 CHRT 8”) which provided for the creation of an Expert Advisory Committee to provide advice and guidance on the reform of ISC.

~~201-202.~~ 202. The Reform Implementation Committee shall oversee the Expert Advisory Committee, including providing direction and guidance as required. The terms of reference of the Expert Advisory Committee are attached at Appendix 7, which may be updated by the Reform Implementation Committee.

~~203.~~ 203. Canada shall continue to facilitate the work and to fund the reasonable costs of the Expert Advisory Committee for work performed within its mandate.

## Recommended Draft for Review

### A. Initial Third-Party Evaluation

~~202-204.~~ The Expert Advisory Committee shall support the development and implementation of an independent expert third-party evaluation of ISC, to be completed within two years following the approval of this Final Settlement Agreement by the Tribunal or, as necessary, the Federal Court or further Appellate Court. Canada shall provide reasonable funding for the independent expert third-party evaluation.

~~203-205.~~ This evaluation shall be conducted to identify and provide recommendations to the Expert Advisory Committee related to the reform of internal departmental processes, procedures, and practices that contributed to the discrimination found by the Tribunal, as well as the elimination of the 'old mindset' it identified and the prevention of its recurrence.

~~204-206.~~ The Expert Advisory Committee shall provide advice to the independent evaluators in the design, focus, and implementation of their assessment.

~~205-207.~~ The evaluation shall include, but not be limited to, the following:

- (a) Policy and decision-making structures and processes;
- (b) Cultural norms and attitudes, including response to external critique;
- (c) Human resource policies, procedures and agreements, including values and ethics, training (including regarding anti-racism, cultural competency and the impact of child and family services discrimination on First Nations families and communities), executive and staff performance commitments, and guidance documents;
- (d) Development of organizational competency and capacity to comprehend and respond to evidence-informed evaluations;
- (e) Internal accountability mechanisms; and
- (f) Consideration of proposals for external accountability measures.

~~206-208.~~ The evaluation may draw on existing historical reports and resource materials, including those commissioned by some of the Parties, and include



## Recommended Draft for Review

consultation conducted in an iterative way with ISC officials, First Nations youth in care and young adults formerly in care, First Nations leadership, FNCFS Agencies, and experts such as provincial and territorial child advocates. It may also include consultation with provinces and Yukon.

~~207-209.~~ This evaluation shall be made accessible to the public.

### B. Work Plan

~~208-210.~~ Upon completion of and based upon the independent expert third-party evaluation, the Expert Advisory Committee shall develop a work plan as contemplated in 2022 CHRT 8.

~~209-211.~~ The work plan shall include advice to the Reform Implementation Committee as to whether and when future complementary departmental evaluations to support ISC reform should be undertaken.

~~210-212.~~ The Expert Advisory Committee shall deliver the workplan to the Reform Implementation Committee, who shall consider the advice therein and make recommendations to Canada on the reform of ISC.

~~211-213.~~ ISC shall take reasonable measures to begin implementing the recommendations of the Reform Implementation Committee, recognizing that certain recommendations may require ISC to seek new authorities or may not be acceptable to Canada.

~~212-214.~~ The work plan and the Reform Implementation Committee's recommendations shall be made accessible to the public.

~~213-215.~~ The Expert Advisory Committee's mandate shall be fulfilled as of the delivery of the work plan to the Reform Implementation Committee.

### C. Monitoring ISC Reform

~~214-216.~~ Upon adoption by ISC of the recommendations of the Reform Implementation Committee, the Reform Implementation Committee shall appoint an independent monitor who shall be responsible for monitoring Canada's implementation of the accepted recommendations and the efficacy of the reforms.

## Recommended Draft for Review

~~215-217.~~ The monitor shall report to the Reform Implementation Committee as needed, but no less than on an annual basis.

~~216-218.~~ The Reform Implementation Committee may consider a continued or future role, if any, of an advisory committee to advise on the reform of ISC.

### D. Mandatory Training for ISC Employees

~~217-219.~~ ISC shall continue to require mandatory cultural humility training for all ISC employees of at least fifteen (15) hours annually, and up to thirty (30) hours annually for those occupying management and executive level positions or those whose responsibilities require regular interactions with First Nations and their citizens. ISC shall make best efforts to encourage similar training for the employees of other Government of Canada entities that are engaged in or intersect with the implementation of the Reformed FNCFS Program.

~~218-220.~~ Within ninety (90) days following the approval of this Final Settlement Agreement by the Tribunal or, as necessary, the Federal Court or further Appellate Court, ISC shall develop and implement a trauma-informed and appropriate cultural humility training program for employees that includes, but is not limited to, the following topics:

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

## Recommended Draft for Review

- (h) Social movements such as Idle No More and Families of Sisters in Spirit;
- (i) The history of the FNFCSC 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.

~~219-221.~~ Cultural humility training made available to ISC employees may include experiential learning, such as:

- (a) Elders' teachings and ceremonies;
- (b) First Nations-led workshops, such as the *Touchstones of Hope* dialogue sessions;
- (c) First Nations research seminars;
- (d) Elders gatherings and First Nations assemblies; and
- (e) Visiting communities, including learning about the lived realities of remote communities.

~~220-222.~~ ISC shall track mandatory training for all employees and include training commitments in the performance management agreements of all employees.

~~221-223.~~ ISC shall report the results of its internal tracking to the independent monitor as referenced in paragraph 216 annually.

## **PART XVIII – INTERIM DISPUTE RESOLUTION**

~~222-224.~~ For the purpose of this interim dispute resolution process, the Parties agree to be bound by the *Arbitration Act*, 1991, S.O. 1991, c. 17.

~~223-225.~~ The Parties acknowledge that Parties' Disputes may arise before the Dispute Resolution Tribunal is established. The process within this Part shall govern disputes between the Parties until the President is appointed by

## Recommended Draft for Review

Order-in-Council and determines that the Transitional Dispute Resolution Tribunal is operational and implemented pursuant to paragraph 258.

~~224-226.~~ Existing adjudication processes under the FNCFS Program shall continue to determine appeals until the President is appointed by Order-in-Council and determines that the Transitional Dispute Resolution Tribunal is operational and implemented pursuant to paragraph 258.

~~225-227.~~ Upon the President providing written notice to the Parties of its determination that the Transitional Dispute Resolution Tribunal is operational and implemented pursuant to paragraph 258, this Part shall no longer govern disputes between the Parties, save for those pending before the President's notice.

~~226-228.~~ The Parties agree to engage in the interim dispute resolution process outlined below:

- (a) if a Parties' Dispute arises, the Parties with an interest in the identified dispute shall engage the Eminent First Nations Person to resolve the dispute in accordance with the terms of this Final Settlement Agreement. Prior to the Eminent First Nations Person completing his role as the Eminent First Nations Person, the Parties are to agree on a new Eminent First Nations Person;
- (b) the Eminent First Nations Person may, prior to commencing the interim dispute resolution process, engage the Parties in an informal discussion with a view to proposing a wide range of resolution alternatives, including traditional First Nations dispute resolution procedures;
- (c) the Eminent First Nations Person shall, in consultation with the Parties, set out the processes to be used, which may include determining items such as the relevant and applicable law to the issue in dispute, evidence, witnesses, document production, and the form and timing of written and oral representations;
- (d) the Eminent First Nations Person shall have full authority to issue a direction, order, or award, resolving the dispute between the Parties, in keeping with the relevant and applicable law in relation to the issue

## **Recommended Draft for Review**

in dispute. Such direction, order, or award shall not be subject to an appeal or a right of review, except on grounds of exceeding jurisdiction, errors of law, or procedural fairness;

- (e) the Eminent First Nations Person shall determine the scope of the interim dispute resolution process, and may request submissions from the Parties prior to making any such determination; and
- (f) the Parties acknowledge and agree that any appeals or reviews of any direction, order or award made by the Eminent First Nation Person shall be governed by the laws of Ontario.

## **PART XIX – DISPUTE RESOLUTION PROCESS**

### **A. Overview**

#### *Types of Disputes*

~~227-229.~~ The Dispute Resolution Process is intended to resolve two types of disputes, as set out in this Article: Parties' Disputes and Claimant Disputes.

~~228-230.~~ A Parties' Dispute is a dispute, controversy, disagreement, or claim of a Party that arises out of, relates to, or is in connection with:

- (a) this Final Settlement Agreement, including any question regarding its existence, validity, termination, implementation, application, and interpretation and/or breach, other than a Claimant Dispute;
- (b) a decision by Canada as to whether or how any recommendations of the Reform Implementation Committee will be implemented.

~~229-231.~~ In a Parties' Dispute concerning Canada's decision about whether or how any recommendations contained in the Initial Program Assessment Opinion will be implemented, the Dispute Resolution Tribunal shall assess the reasonableness of Canada's decision and may order any remedy that could at common law be awarded on judicial review, subject to the limitations contained in paragraph 241. In conducting its review, the Dispute Resolution Tribunal shall consider, among other factors:

## Recommended Draft for Review

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

~~230-232.~~ A Parties' Dispute does not include:

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

~~231-233.~~ The Parties' Dispute Resolution Process is the exclusive procedure for resolving Parties' Disputes, save for the interim dispute resolution process in PART XVIII – INTERIM DISPUTE RESOLUTION.

~~232-234.~~ Parties' Disputes shall be resolved pursuant to the procedures set forth in Article C of this Part.

~~233-235.~~ A Claimant Dispute is a dispute, controversy, disagreement, or claim of an First Nation or FNCFS Service Provider which arises out of, relates to, or is in connection with:

## Recommended Draft for Review

- (a) the failure to advance the allocation of a particular First Nation or FNCFS Service Provider as set out in this Final Settlement Agreement;
- (b) the accuracy of a First Nation's' or FNCFS Service Provider's funding allocation provided under this Final Settlement Agreement;
- (c) the entitlement of a First Nation or FNCFS Service Provider to be funded for any amount under this Final Settlement 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.

234-236. 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 above, 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 Claimant Dispute Process.

235-237. The Claimant Dispute Resolution Process described in this Final Settlement Agreement is not intended to abrogate or derogate from a Claimant's rights provided for under the *Canadian Human Rights Act*, RSC, 1985, c H-6.

236-238. A First Nation or FNCFS Service Provider is not obligated to resolve matters described in paragraph 235 by way of the Claimant Dispute Resolution Process and may seek remedies to which it may be entitled for such matters in any way it chooses, including by pursuing a claim in a court of competent jurisdiction or under the *Canadian Human Rights Act*, RSC, 1985, c H-6.

237-239. Claimant Disputes shall be resolved pursuant to the procedures set forth in Article D of this Part, which shall be the exclusive procedure for resolving a Claimant Dispute for any Claimant who has consented to the use of the Claimant Dispute Resolution Process, save for the interim dispute resolution process in PART XVIII – INTERIM DISPUTE RESOLUTION.

## Recommended Draft for Review

### *Jurisdiction of the Dispute Resolution Tribunal*

238-240. The Dispute Resolution Tribunal has jurisdiction to:

- (a) process, adjudicate, and resolve Disputes, including by making procedural and substantive decisions;
- (b) on request of a party to a Dispute, order any party to a Dispute to take any reasonable interim measure in relation to the health or safety of a child as the Dispute Resolution Tribunal may consider necessary in respect of the subject matter of a Dispute;
- (c) order such remedies as are permitted under this Final Settlement Agreement, having regard to the parameters of the Parties' Dispute Process and Claimant Dispute Process and the limitations and remedies set out at paragraphs 231 and 241;
- (d) order funding to a particular First Nation or FNCFS Service Provider as set out in this Final Settlement Agreement;
- (e) order that interest be paid on amounts ordered to be paid on the same basis as in the *Federal Courts Act*, RSC, 1985, c F-7; and
- (f) order Canada to pay the legal costs of any party to a Dispute on such terms as are just and in accordance with rates for counsel funded by Canada at the rates provided for by the Department of Justice's external agent counsel rates.

239-241. The Dispute Resolution Tribunal does not have jurisdiction to:

- (a) amend any provision of this Final Settlement Agreement;
- (b) award general damages, punitive damages, or damages for discrimination;
- (c) determine a claim as described in paragraph 384;
- (d) expand the jurisdiction of the Dispute Resolution Tribunal;
- (e) reduce the existing funding of any First Nation or FNCFS Service Provider or the funding entitlement of a First Nation or FNCFS Service Provider under this Final Settlement Agreement;



## Recommended Draft for Review

- (f) reduce the level of the overall funding commitment provided for in paragraphs 5 and 9 of this Final Settlement Agreement;
- (g) make orders in the Claimant Dispute Process that requires or results in systemic change;
- (h) order Canada to fund new components of the Reformed FNCFS Funding Approach or increase funding for existing components of the Reformed FNCFS Funding Approach, unless otherwise set out in this Final Settlement Agreement; or
- (i) introduce additional indexation factors (for example, new methods of calculation of population growth or inflation).

~~240-242.~~ An Adjudicator or Adjudication Panel may,

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

~~241-243.~~ An Adjudicator or Adjudication Panel may not admit or accept as evidence anything that would be inadmissible in a court by reason of any privilege recognized by the common law or legislation.

## Recommended Draft for Review

~~242-244.~~ The Parties agree that where applicable, evidence can be taken in a manner that is guided by the Federal Court's *Practice Guidelines For Aboriginal Law Proceedings April 2016*, section D on Elder Evidence.

### *Principles Applicable to Determination of Disputes*

~~243-245.~~ The Dispute Resolution Tribunal shall decide all Disputes in accordance with this Final Settlement Agreement and in particular its purposes and principles.

~~244-246.~~ The Dispute Resolution Tribunal shall, in considering procedure for resolving a dispute, take the procedure that shall result in the just, most expeditious, and cost-effective manner, having regard to cultural appropriateness and as is appropriate in all the circumstances of the case.

### *Disputes Filed Prior to Expiry of Agreement*

~~245-247.~~ Any Parties' Dispute or Claimant Dispute filed with the Dispute Resolution Tribunal prior to March 31, 2034, shall be decided by the Dispute Resolution Tribunal. The Dispute Resolution Tribunal shall continue to operate only with regard to concluding pending claims and shall be funded to do so for a period of six (6) months from the conclusion of any hearings that are properly filed with the Dispute Resolution Tribunal.

### *Nature of Dispute Decisions and Extent of Judicial Intervention and Review*

~~246-248.~~ A Parties' Dispute Decision shall be binding on all Parties, regardless of whether the party chose to be a Participating Party.

~~247-249.~~ A Claimant Dispute Decision shall be binding on the Claimant and ISC.

~~248-250.~~ Parties' Disputes shall be governed by the *Arbitration Act*, 1991, S.O. 1991, c. 17 and Claimant disputes shall be governed by the provincial or territorial arbitration act where the Claimant is located.

~~249-251.~~ If the enabling Legislation so provides when in force, Dispute Decisions made after such legislation is brought into force shall be final and binding and subject to review by the Federal Court of Canada only in accordance with the *Federal Courts Act* on the grounds referred to in paragraph 18.1 (4) of that Act.

## **Recommended Draft for Review**

### *Enforcement of Dispute Decisions*

250-252. If the legislation establishing the Dispute Resolution Tribunal so provides when in force, a party to any Dispute may register a Dispute Decision in the Federal Court of Canada, and a Dispute Decision may be enforceable as a decision of the Federal Court.

251-253. The Dispute Resolution Tribunal shall take whatever steps as are required to ensure that a party to a Dispute may register a Dispute Decision in the Federal Court of Canada.

### *Confidentiality*

252-254. On application of a party to any Dispute, the Dispute Resolution Tribunal may order that all or some of the Dispute Resolution Tribunal's procedures, hearings, and documents or interim orders and decisions shall remain strictly confidential between the parties to the Dispute.

### *Language*

253-255. The language of the Parties' Dispute Resolution Process, including the hearings, documentation, and Dispute Decision, shall be English or French as selected by the Participating Party who commenced the dispute.

254-256. The language of the Claimant Dispute Resolution Process, including the hearings, documentation, and Dispute Decision, shall be English, French, or an Indigenous language, where ordered by an Adjudicator or Adjudication Panel, as the case may be.

### *Communications*

255-257. The parties to any Dispute shall not communicate with the Adjudicator or Adjudication Panel, as the case may be:

- (a) orally, except in the presence of the other party to the Dispute; or
- (b) in writing, without simultaneously sending a copy of that communication to the other party to the Dispute.

## **B. Establishment of the Dispute Resolution Tribunal**

### *Establishment of the Dispute Resolution Tribunal*

## Recommended Draft for Review

~~256-258.~~ As soon as reasonable after the approval of this Final Settlement Agreement by the Tribunal or, as necessary, the Federal Court or further Appellate Court, the President of the Dispute Resolution Tribunal shall be appointed by Order-in-Council further to paragraph 266. The President, with the support of the Administrative Team, shall establish a Transitional Dispute Resolution Tribunal which will be in effect until the enabling Legislation is passed and in force.

~~257-259.~~ Canada shall use its best efforts to propose to Parliament any legislation required to establish the Dispute Resolution Tribunal, to replace the processes referred to in Articles C and D of this Part, and otherwise to implement this Part. Canada shall use its best efforts within existing authorities to implement this Part, pending consideration of legislation by Parliament.

~~258-260.~~ Before the enabling Legislation is brought into force, the President shall take such steps as are necessary to ensure that the Transitional Dispute Resolution Tribunal can function as intended and be binding and enforceable on all Parties and Claimants.

~~259-261.~~ Before the enabling Legislation is brought into force, ISC shall agree to pay any costs or expenditures ordered by the Transitional Dispute Resolution Tribunal as set out in this Part in respect of a claim brought before it.

### *Administration of Dispute Resolution Tribunal*

~~260-262.~~ If the enabling Legislation so provides when in force, the work of the Dispute Resolution Tribunal shall be supported by the following roles within it:

- (a) Cultural Officers;
- (b) Dispute Resolution Tribunal President;
- (c) Dispute Resolution Tribunal Registrar;
- (d) Duty counsel; and
- (e) Navigators.

## Recommended Draft for Review

~~261-263.~~ If the enabling Legislation so provides when in force, the Registrar shall be responsible for the provision of the support services and the facilities that are needed by the Dispute Resolution Tribunal to exercise its powers and perform its duties and functions.

~~262-264.~~ As an interim measure, the Administrative Team shall work with the President to establish support services and facilities necessary to enable the proper functioning of the Transitional Dispute Resolution Tribunal based on the recommendations of the President.

### *Appointment of Dispute Resolution Tribunal President*

~~263-265.~~ The Dispute Resolution Tribunal shall consist of the President and Adjudicators.

~~264-266.~~ The President shall be a First Nations individual with judicial or adjudication experience, appointed by the Governor in Council, on the recommendation of the Minister of ISC following consultation with the Parties. The President may be appointed for a second term.

~~265-267.~~ The President is to hold office during good behaviour for a term not exceeding five (5) years, but may be removed at any time by the Governor in Council for cause.

~~266-268.~~ The President shall be paid a salary to be fixed by the Governor in Council. The President is entitled to be paid reasonable travel and living expenses incurred while absent in the course of their duties from, in the case of a full-time appointee, their ordinary place of work and, in the case of a part-time appointee, their ordinary place of residence.

~~267-269.~~ In the event of the absence or incapacity of the President, or if the Office of the President is vacant, the Minister may, after consultations with the Parties, authorize a person to act as President. A person may not act as President for a period of more than 90 days without the approval of the Governor in Council.

~~268-270.~~ Subject to any restrictions or limitations the President may specify, the President may authorize any person referred to in paragraph 271 to exercise

## Recommended Draft for Review

or perform any of the powers, duties or functions of the President under this FSA except for the power to delegate.

### *Roster of Adjudicators*

~~269-271.~~ The President shall, as soon as reasonably possible, select and maintain a Roster of Adjudicators who shall serve as Adjudicators of all Disputes. The President shall be responsible for establishing and implementing the procedure for selection of Adjudicators.

~~270-272.~~ The Roster of Adjudicators shall be comprised of the President and the number of Adjudicators necessary to ensure the timely adjudication of disputes. The Adjudicators shall be selected for staggered terms of either two (2) or three (3) years subject to renewal and subject to removal for cause by the President.

~~271-273.~~ The President shall select Adjudicators who:

- (a) shall be persons who have expertise in the matters addressed by this Final Settlement Agreement; or
- (b) shall have experience with First Nations government social programs, child welfare, and child well-being; or
- (c) shall be practicing lawyers in good standing with a provincial or territorial governing body, or shall be retired judges; and
- (d) shall be persons who have demonstrated objectivity, reliability, and sound judgment.

~~272-274.~~ Within the Roster of Adjudicators, there shall be sufficient Adjudicators to reflect an appropriate amount of legal expertise to provide for the effective and timely resolution of disputes requiring such expertise.

~~273-275.~~ The President shall aspire to gender parity and regional representation in the composition of the Roster of Adjudicators.

~~274-276.~~ The President shall select Adjudicators with a preference in favour of Adjudicators who are persons recognized as citizens or members of a First Nation.

## Recommended Draft for Review

~~275-277.~~ If a selected Adjudicator resigns or becomes unable to serve, a replacement shall be selected by the President as soon as reasonably possible.

~~276-278.~~ A vacancy in the Roster of Adjudicators occurs when an Adjudicator:

- (a) reaches the end of their term;
- (b) withdraws from office;
- (c) is no longer able to serve for any reason; or
- (d) is removed by the President for cause.

~~277-279.~~ If an Adjudicator becomes incapable of serving while seized of a Dispute, the timeframes applicable to that Adjudicator's proceedings in respect of any Dispute shall be suspended until a replacement Adjudicator is appointed to the panel by the President. If a Dispute requires immediate attention, the President may preside over proceedings in respect of the Dispute until a replacement Adjudicator is appointed.

### *Mandatory Training- Claimant Dispute Resolution Tribunal*

~~278-280.~~ If the enabling Legislation so provides, Administrative Tribunals Support Service of Canada shall ensure that all employees, appointees, agents, or representatives of the Dispute Resolution Tribunal (including lawyers and civil servants) involved in the Claimant Dispute Resolution Process receives or has received specialized training to ensure that Claimant Disputes are dealt with in a respectful and culturally appropriate manner. As an interim measure, the Administrative Team shall work with the President to establish such specialized training, based on the recommendations of the President, to ensure the proper functioning of the Dispute Resolution Tribunal.

### *Dispute Resolution Tribunal Rules of Procedure*

~~279-281.~~ The President shall establish Rules of Procedure for the Dispute Resolution Tribunal's intake, processing, and determination of Disputes to effect the purposes and principles of this Final Settlement Agreement and to

## Recommended Draft for Review

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

~~280-282.~~ The Rules of Procedure shall provide for the mechanisms by which the Cultural Officer shall make recommendations about the procedure of a Dispute in accordance with this Final Settlement Agreement.

~~281-283.~~ The Rules of Procedure for the Dispute Resolution Tribunal must be established prior to the President determining that the Transitional Dispute Resolution Tribunal is operational and implemented.

~~282-284.~~ Subject to this Final Settlement Agreement, the Adjudicator or Adjudication Panel shall interpret the Rules of Procedure liberally to resolve the Dispute in the most just, expeditious, and cost-effective manner on its merits, having regard to cultural appropriateness and as is appropriate in all the circumstances of the case.

~~283-285.~~ The President shall, on an annual basis, consider the number of Disputes, the process applied to resolve such Disputes, and the amount of time and resources required to resolve such Disputes and may amend the Rules of Procedure accordingly.

### C. Parties' Dispute Resolution Process

#### *Commencement of Parties' Dispute*

~~284-286.~~ A Party commences a Parties' Dispute by delivering a Parties' Dispute Notice to all other Parties and thereafter filing the Parties' Dispute Notice with the Dispute Resolution Tribunal, in the form and method prescribed by the Rules of Procedure.

~~285-287.~~ A Party shall commence a Parties' Dispute within sixty (60) days of the Party becoming aware of the circumstances giving rise to the Parties' Dispute. Otherwise, the Party shall be deemed to have waived their right to have the Parties' Dispute heard.

~~286-288.~~ A Parties' Dispute Notice shall be in writing and shall contain the following information:

- (a) a statement of the subject matter or issues of the Parties' Dispute and a summary of the underlying facts; and



## Recommended Draft for Review

- (b) a statement of the remedy sought.

### *Appointment of Adjudication Panel*

~~287-289.~~ The President shall appoint a three (3)-person Adjudication Panel from among the Roster of Adjudicators within twenty (20) days of receiving a Parties' Dispute Notice.

~~288-290.~~ An Adjudication Panel shall be chaired by an Adjudicator from among the Roster of Adjudicators who is a lawyer or a retired judge.

~~289-291.~~ In appointing the Adjudicators to the Adjudication Panel, the President shall have due regard to any request of a Participating Party with respect to any qualifications or expertise of Adjudicators which may be desirable given the issues set out in the Parties' Dispute Notice or as otherwise agreed in writing by the Participating Parties.

### *Exchange of Parties' Positions and Documents*

~~290-292.~~ Within thirty (30) days after receipt of the Parties' Dispute Notice described in paragraph 286, each other Party shall deliver a written statement of its response in respect of the Parties' Dispute or may indicate that it will not be participating in the Parties' Dispute.

~~291-293.~~ After a Party has given notice that it will not be a Participating Party, it is no longer entitled to notice of the steps in the Parties' Dispute, nor to take part in any of the proceedings thereafter without leave of the Adjudication Panel.

~~292-294.~~ Each Participating Party shall attach to its written statement a list of documents upon which it intends to rely and which describes each document by kind, date, author, addressee, and subject matter.

~~293-295.~~ The Adjudication Panel may allow the Participating Parties to amend or supplement their statements, including the list of documents, having regard to:

- (a) any delay caused by making the amendment or supplement; and
- (b) any prejudice suffered by the other Participating Parties.

## Recommended Draft for Review

### *Mediation*

~~294-296.~~ Participating Parties may agree to enter into mediation at any time.

~~295-297.~~ On request of all Participating Parties, the President shall appoint a mediator to mediate the dispute from among the Roster of Adjudicators.

~~296-298.~~ A mediation shall continue until resolution or until at least one (1) Participating Party terminates its involvement, after which the President shall direct the appointed Adjudication Panel to continue to resolve the Dispute.

~~297-299.~~ Nothing in this section prevents the President or the Adjudication Panel from recommending mediation to the parties to a Parties' Dispute.

### *Pre-Hearing Meeting and Document Exchange*

~~298-300.~~ Within twenty (20) days after the delivery of the Participating Parties responses, the Adjudication Panel shall convene a pre-hearing meeting of the Participating Parties in the hopes of reaching agreement on procedure, and to make any necessary procedural orders, including:

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

~~299-301.~~ The chair of the Adjudication Panel shall prepare and distribute any directions and orders made at the pre-hearing meeting to the Participating Parties.

~~300-302.~~ On motion of any Participating Party, the Adjudication Panel may order a Participating Party to produce, within a specified time and manner, any documents that:

## Recommended Draft for Review

- (a) have not been listed in accordance with paragraph 294;
- (b) the Participating Party has in its care, custody, or control;
- (c) the Adjudication Panel considers to be relevant; and
- (d) are not subject to privilege.

~~301-303.~~ The Participating Parties shall make best efforts to prepare and send to the Adjudication Panel an agreed statement of facts within the time specified by the Adjudication Panel.

~~302-304.~~ Where a Participating Party intends to rely on an expert witness, it shall produce a written statement or report prepared by the expert witness.

~~303-305.~~ Not later than thirty (30) days before a hearing commences, the Participating Parties shall exchange:

- (a) a list of all documents each Participating Party will introduce at the hearing, and furnish copies of any documents not already produced; and
- (b) the name and contact information of any witness and a written summary or statement of the witness's evidence.

### *Place and Mode of Adjudication*

~~304-306.~~ An Adjudication Panel may:

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

### *Manner of Proceedings*

~~305-307.~~ Unless the Participating Parties have agreed to proceed by way of written argument, the Adjudication Panel shall convene an oral hearing.

## Recommended Draft for Review

~~306-308.~~ Parties' Disputes are presumptively open to public attendance; however, an Adjudication Panel may order that all or part of a hearing be closed to the public.

~~307-309.~~ The Adjudication Panel shall strive to schedule hearings to be held on consecutive days until completion, taking into account Participating Parties' schedules, witness availability, and need for preparation time.

~~308-310.~~ An Adjudication Panel may depart from the Rules of Procedure on consent of the parties to a Dispute, or as ordered by the Adjudication Panel, taking into account the submissions of the parties to the Dispute.

### *Default of a Party*

~~309-311.~~ If, without explanation, any Participating Party fails to meet a timeline established by the Rules of Procedure or by the Adjudication Panel for taking a step in the Dispute Resolution Process, the Adjudication Panel may make an order that the Party has foregone their opportunity to proceed in the Parties' Dispute and may make such order as it deems fit.

~~310-312.~~ Before making an order further to a default of a Party, the Adjudication Panel shall give all Participating Parties written notice providing an opportunity to provide an explanation and may permit a Participating Party to cure its default on such terms as are just.

~~311-313.~~ If, without showing sufficient cause or confirming that it will not tender evidence, a Participating Party fails to appear at the hearing or to produce documentary evidence, the Adjudication Panel may continue the proceedings and make the Parties' Dispute Decision on the evidence before it.

### *Settlement*

~~312-314.~~ If, during a Parties' Dispute Resolution Process, the Participating Parties settle the Parties' Dispute, the Adjudication Panel shall terminate the proceedings and, if unanimously requested, shall record the settlement in the form of a Parties' Dispute Decision on agreed terms.

~~313-315.~~ Where the Participating Parties request that the settlement be recorded as a Parties' Dispute Decision, that decision shall:

## Recommended Draft for Review

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

### *Parties' Dispute Decisions*

~~314-316.~~ An Adjudication Panel shall make its decisions by majority.

~~315-317.~~ An Adjudication Panel shall make its final Parties' Dispute Decision as soon as possible and, in any event, not later than sixty (60) days after the conclusion of the Parties' Dispute hearing. The period of sixty (60) days may be extended by order of the President.

~~316-318.~~ A Parties' Dispute Decision shall be made in writing and shall state the reasons upon which it is based. However, where a Parties' Dispute Decision is recording the Participating Parties' settlement on agreed terms, no reasons shall be required.

~~317-319.~~ The Registrar shall deliver a copy of a Parties' Dispute Decision to each Party.

### *Termination of Proceedings*

~~318-320.~~ A Parties' Dispute Decision terminates the Parties' Dispute proceedings.

~~319-321.~~ An Adjudication Panel shall issue an order for the termination of the Parties' Dispute proceedings where the Participating Parties unanimously agree to the termination of the proceedings, regardless of whether the matter has resulted in a Parties' Dispute Decision.

### *Correction of Parties' Dispute Decision*

~~320-322.~~ Within thirty (30) days after receipt of a Parties' Dispute Decision, the Participating Parties shall settle the form of the order arising from the Parties' Dispute Decision. In the absence of agreement, the Participating Parties shall contact the Registrar and shall appear before the Adjudication Panel to settle the order.

## Recommended Draft for Review

~~321-323.~~ The Adjudication Panel may, on its own initiative, correct any clerical error, typographical error, or make a similar amendment to a Parties' Dispute Decision, within thirty (30) days after the date of the Parties' Dispute Decision.

### D. Claimant Dispute Process

#### *Shared Objectives*

~~322-324.~~ To the greatest extent possible, the Parties recognize the following principles:

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

#### *Navigators*

~~323-325.~~ The President with the support of the Administrative Team, or the Registrar if the enabling Legislation so provides, shall ensure that sufficient Navigators are available to provide information to assist Claimants in filing Claimant Disputes and understanding the Rules of Procedure. Navigators shall not provide legal advice.

## Recommended Draft for Review

~~324-326.~~ Navigators are independent from ISC and Canada and shall assist Claimants with understanding and accessing the Claimant Dispute Resolution Process and bringing their case before the Dispute Resolution Tribunal, including helping Claimants complete forms, collect documents for their hearings, prepare to answer questions from the Adjudicator or Adjudication Panel, understand their right to seek judicial review, and such other tasks or support as required to assist the Claimant (other than legal representation).

### *Commencement of Claimant Dispute*

~~325-327.~~ A Claimant commences a Claimant Dispute by submitting a Claimant Dispute Notice to the Dispute Resolution Tribunal in the form and method prescribed by the Rules of Procedure.

~~326-328.~~ A Claimant must submit a Claimant Dispute Notice within ninety (90) days of the receipt of the notification from ISC of the action that gives rise to the Claimant Dispute. Otherwise, the Claimant shall be deemed to have waived their right to have the Claimant Dispute heard.

~~327-329.~~ A Claimant Dispute Notice shall be in writing and shall contain the following information:

- (a) a statement of the subject matter or issues of the Claimant Dispute and a summary of the underlying facts; and
- (b) a statement of the remedy sought.

### *Duty Counsel*

~~328-330.~~ The President with the support of the Administrative Team, or the Registrar if the enabling Legislation so provides, shall establish the necessary roster of duty counsel to ensure the just and expeditious resolution of Claimant Disputes. Any Claimant can avail themselves of duty counsel.

### *Claimant Participation Costs and Legal Fees*

~~329-331.~~ Where an Adjudicator so directs, Canada shall pay the reasonable costs of a Claimant's participation in the Claimant Dispute Resolution

## Recommended Draft for Review

Process, including reasonable legal fees paid at the rates provided for by the Department of Justice external agent counsel rates.

### *Requirement of Written Confirmation*

~~330-332.~~ On receipt of a Claimant Dispute Notice, the President shall recommend to the Claimant in writing that they seek independent legal advice from Duty Counsel or from other legal counsel about the implications of filing a Claimant Dispute.

~~331-333.~~ After receiving independent legal advice either from Duty Counsel or other legal counsel, or after signing a waiver of independent legal advice, the Claimant may provide written confirmation to the President or the Registrar indicating their consent to:

- (a) proceeding with a Claimant Dispute; and
- (b) not filing a complaint with the Canadian Human Rights Commission with respect to the substance of such Claimant Dispute and/or bringing the substance of such Claimant Dispute before the Court, as applicable.

~~332-334.~~ Upon receiving written confirmation as described in paragraph 333, the President or Registrar shall promptly deliver the Claimant Dispute Notice to ISC.

~~333-335.~~ ISC shall deliver its response to the Claimant Dispute Notice within thirty (30) days of the delivery of the Claimant Dispute Notice.

### *Appointment of Adjudicator or Adjudication Panel*

~~334-336.~~ Within twenty (20) days of the Claimant providing written confirmation that they want to proceed with a Claimant Dispute, the President shall appoint a single Adjudicator with due regard to the nature of the Claimant Dispute and the expertise of the Adjudicator.

~~335-337.~~ The President may, in their sole discretion, appoint an Adjudication Panel where the circumstances, magnitude, or importance of the Claimant Dispute warrants it.



## Recommended Draft for Review

~~336-338.~~ \_\_\_\_ If the President appoints an Adjudication Panel, it shall be chaired by an Adjudicator from among the Roster of Adjudicators who is a lawyer or retired judge.

### *Mediation*

~~337-339.~~ \_\_\_\_ All parties to a Claimant Dispute may agree to enter into mediation at any time.

~~338-340.~~ \_\_\_\_ On request of all parties to a Claimant Dispute, the President shall appoint a mediator to mediate the Claimant Dispute from among the Roster of Adjudicators.

~~339-341.~~ \_\_\_\_ A mediation under this Part shall continue until resolution or until at least one party to a Claimant Dispute terminates its involvement, after which the President shall direct the appointed Adjudicator or Adjudication Panel to continue to resolve the Claimant Dispute.

~~340-342.~~ \_\_\_\_ Nothing in this section prevents the President or the Adjudicator or Adjudication Panel from recommending mediation to the parties to a Claimant Dispute.

### *Similar Claimant Disputes*

~~341-343.~~ \_\_\_\_ In the case of multiple Claimant Disputes which are filed at similar times and which share a similar factual basis, the President may, after hearing from the Claimants and Canada, decide to consolidate, join, or have the Claimant Disputes heard together.

### *Party Participation*

~~342-344.~~ \_\_\_\_ A Party may bring a motion to intervene in a Claimant Dispute, and the Adjudicator or Adjudication Panel shall determine whether the intervention will be allowed, after hearing submissions from the Claimant, ISC, and the proposed intervenor on such terms as are just.

### *Pre-Hearing Meeting*

~~343-345.~~ \_\_\_\_ Within twenty (20) days after the delivery of Canada's response, the Adjudicator or Adjudication Panel shall convene a pre-hearing meeting of the

## Recommended Draft for Review

parties to the Claimant Dispute in the hopes of reaching agreement on procedure, and to make any necessary procedural orders, including:

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

~~344-346.~~ The Adjudicator or Adjudication Panel shall decide whether the hearing will proceed orally or in writing, and the level of confidentiality of the proceedings, taking into account any advice provided by the Cultural Officer.

### *Interim Claimant Dispute Decision*

~~345-347.~~ At any time during the Claimant Dispute Resolution Process, the Adjudicator(s) may make an interim Claimant Dispute Decision on any matter with respect to which it may make a final Claimant Dispute Decision.

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

~~346-348.~~ The Cultural Officer's role is to make recommendations to the Adjudicator or Adjudication Panel related to aspects of a Claimant Dispute Process with the goal of facilitating the resolution of the Claimant Dispute in a manner that promotes resolution in a just, most expeditious, and cost-effective manner, having regard to cultural appropriateness and as is appropriate in all the circumstances of the case.

~~347-349.~~ The Cultural Officer shall make their recommendations in advance of the pre-hearing and may make further recommendations at any other time.

~~348-350.~~ The Cultural Officer may consider, among other things,

- (a) the Rules of Procedure;

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- (b) any requests of the Claimant;
- (c) the Indigenous legal traditions and protocols identified by the Claimant; and
- (d) any culturally rooted procedures that may promote access to justice for the Claimant and ensure substantive equality and fairness.

349-351. The Claimant and/or any associated First Nation(s) may:

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

350-352. Any such recommendations or requests in paragraph 351 are subject to the discretion of the Adjudicator or Adjudication Panel.

### *Scope of Claimant Dispute Adjudication*

351-353. The Adjudicator or Adjudication Panel shall conduct a review of Canada's decision giving rise to the Claimant Dispute, considering only the materials that were before Canada's decision maker.

352-354. Notwithstanding paragraph 353, the Adjudicator or Adjudication Panel may consider, as applicable:

- (a) the views of the Claimant and any associated First Nations;

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- (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 tendered by the parties to the Claimant Dispute that the Adjudicator or Adjudication Panel finds relevant and appropriate in the circumstances.

### *Expert Appointed by Adjudicator or Adjudication Panel*

~~353-355.~~ On its own initiative, the Adjudicator or Adjudication Panel may seek representations from the Claimant and from ISC concerning:

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

~~354-356.~~ The Adjudicator or Adjudication Panel shall give a copy of an expert's report to the Claimant and ISC who shall have an opportunity to reply to it and cross-examine the expert.

~~355-357.~~ The expert shall, on the request of the Claimant or ISC:

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

### *Default of a Party*

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~~356-358.~~ If, without explanation, a Claimant or ISC fails to meet a timeline established by the Rules of Procedure or by the Adjudicator or Adjudication Panel for taking a step in the Dispute Resolution Process, the Adjudicator or Adjudication Panel may make an order that such party has foregone their opportunity to proceed in the Claimant Dispute and may make such order as it deems fit.

~~357-359.~~ Before making an order further to a default of a Claimant or ISC, the Adjudicator or Adjudication Panel shall give the Claimant and ISC written notice providing an opportunity to provide an explanation and may permit the defaulting party to cure its default on such terms as are just.

~~358-360.~~ If, without showing sufficient cause or confirming that it will not tender evidence, a party to a Claimant fails to appear at the hearing or to produce documentary evidence, the Adjudicator or Adjudication Panel may continue the proceedings and make the Claimant Dispute Decision on the evidence before it.

### *Settlement*

~~359-361.~~ If the parties to a Claimant Dispute settle the Claimant Dispute, the Adjudicator or Adjudication Panel shall terminate the proceedings and, if unanimously requested, shall record the settlement in the form of a Claimant Dispute Decision on agreed terms.

### *Claimant Dispute Decisions*

~~360-362.~~ The Adjudicator or Adjudication Panel shall make its Claimant Dispute Decision as soon as possible and, in any event, not later than sixty (60) days after the conclusion of the Claimant Dispute hearings. The period of sixty (60) days may be extended by order of the President.

~~361-363.~~ A Claimant Dispute Decision shall be made in writing and state the reasons upon which it is based, unless it is an award on consent.

~~362-364.~~ If the enabling Legislation so provides, a copy of a Claimant Dispute Decision shall be delivered by the Administrative Team or the Registrar to each party to the Claimant Dispute.

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~~363-365.~~ A copy of a Claimant Dispute Decision shall be delivered by the Administrative Team or the Registrar, if the legislation so provides, to the Claimant, Canada, and the Systemic Review Committee.

~~364-366.~~ Canada shall maintain a public registry of Claimant Dispute Decisions. The registry shall be subject to any confidentiality orders made by the Adjudicator or Adjudication Panel.

### *Termination of Proceedings*

~~365-367.~~ A Claimant Dispute Decision terminates the Claimant Dispute proceedings.

~~366-368.~~ An Adjudicator or Adjudication Panel shall issue an order for the termination of a Claimant Dispute Proceeding where the Claimant and ISC unanimously agree to the termination of the proceedings, regardless of whether the matter has resulted in a Claimant Dispute Decision.

### *Correction and Interpretation of Claimant Dispute Decision*

~~367-369.~~ The Adjudication Panel may, on its own initiative, correct any clerical error, typographical error, or make a similar amendment to a Claimant Dispute Decision, within thirty (30) days after the date of the Claimant Dispute Decision.

### *Dispute Resolution Tribunal Process – Claimant Feedback*

~~368-370.~~ The Administration Team or Registrar, if the legislation so provides, shall establish a process to enable Claimants to share feedback and commentary relating to their experiences with the Claimant Dispute Process.

~~369-371.~~ The Administration Team or Registrar, if the legislation so provides, shall share this feedback and commentary with the Systemic Review Committee and Canada.

## **PART XX – INFORMATION SHARING AND PRIVACY**

~~370-372.~~ The Parties and this Final Settlement Agreement are subject to federal, provincial, and regional laws and regulations, including privacy laws. Each Party shall be required to perform its obligations under this Final

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Settlement Agreement related to information sharing only to the extent permitted by such laws and only to the extent that the disclosure of said information is not protected by legislation or relevant privileges or otherwise prohibited by a legal, contractual, or fiduciary obligation.

### **PART XXI – ENTIRE AGREEMENT**

~~371-373.~~ This Final Settlement Agreement, including all appendices, constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings and agreements, including the Agreement-in-Principle and the Terms of Reference for the Consultation Committee on First Nations Child Welfare, between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings, covenants, or collateral agreements, express, implied, or statutory between the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Final Settlement Agreement.

### **PART XXII – CONFIDENTIALITY AND RETENTION**

~~372-374.~~ Any information provided, created, or obtained in the course of implementing this Final Settlement Agreement shall be kept confidential and shall not be used for any purpose other than as set out in this Final Settlement Agreement, unless otherwise agreed by the Parties or as required by law.

~~373-375.~~ The Parties shall determine whether and how to retain documents beyond the expiry date of this Final Settlement Agreement where documents are produced or created by a committee established under this Final Settlement Agreement or held by the Dispute Resolution Tribunal where such documents are not subject to the *Library and Archives of Canada Act* or other such applicable legislation.

~~374-376.~~ Save as may otherwise be agreed between the Parties, the undertaking of confidentiality as to the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to the Agreement-in-Principle and this Final Settlement Agreement continues in force. The Parties expressly agree that the Agreement-in-Principle and the

## **Recommended Draft for Review**

materials and discussions related to it are inadmissible as evidence to determine the meaning and scope of this Final Settlement Agreement, which supersedes the Agreement-in-Principle.

### **PART XXIII – TERMINATION OF AGREEMENT**

~~375-377.~~ This Final Settlement Agreement shall continue in full force and effect until expiry of the Term on March 31, 2034.

~~376-378.~~ Notwithstanding any other provision in this Final Settlement Agreement, the following provisions shall survive the termination of this Final Settlement Agreement:

- (a) paragraphs 95 to 97 of PART VII –THE REFORMED FNCFS FUNDING APPROACH: FOLLOWING THE EXPIRY OF THE TERM OF THIS FINAL SETTLEMENT AGREEMENT;
- (b) PART XIX – DISPUTE RESOLUTION PROCESS in so far as it is required to continue to operate and be funded to do so pursuant to paragraph 247, which details the determination of Disputes filed prior to the expiry of this Final Settlement Agreement; and
- (c) PART XXII – CONFIDENTIALITY AND RETENTION.

### **PART XXIV – COOPERATION AND APPROVAL**

#### *Cooperation of First Nations Leadership and Tribunal Approval*

~~377-379.~~ The Parties shall speak publicly in favour of this Final Settlement Agreement and shall make best efforts to procure the endorsement of this Final Settlement Agreement by First Nations leadership and, subject to such endorsement by way of resolution, to procure the approval of this Final Settlement Agreement by the Tribunal or, as necessary, the Federal Court or further Appellate Court.

~~378-380.~~ For clarity, the coming into force of this Final Settlement Agreement is contingent on the endorsement of First Nations leadership and approval by the Tribunal or, as necessary, the Federal Court or further Appellate Court, and shall be of no force and effect should such endorsement and approval not be obtained.



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### *Public Statements and Announcements*

~~379-381.~~ The Parties shall cooperate with respect to the release of joint public statements announcing this Final Settlement Agreement and shall make public announcements in support of the Final Settlement Agreement.

### *Funding of Legal Costs*

~~380-382.~~ Until this Final Settlement Agreement is approved by the Tribunal or, as necessary, the Federal Court or further Appellate Court, ISC shall reimburse the AFN, COO, and NAN for reasonable legal costs related to supporting that approval. Following such approval, ISC shall no longer reimburse the AFN, COO, and NAN for legal costs in relation to this Final Settlement Agreement.

## **PART XXV – ENFORCEMENT OF FUNDING COMMITMENT**

~~381-383.~~ Any and all funding commitments by Canada or amendments agreed to by the Parties in this Final Settlement Agreement remain subject to annual appropriation by the Parliament of Canada, or other necessary approval processes required by the Government of Canada.

~~382-384.~~ Notwithstanding paragraph 383, if the Parliament of Canada does not appropriate sufficient funding to satisfy Canada's commitment in PART IV – FUNDING COMMITMENT of this Final Settlement Agreement, a Party may seek an order from a court of competent jurisdiction that the Parties are substantially deprived of the benefit of the FSA. The Party seeking such an order need not have suffered monetary loss nor shall it be necessary for a Party to prove that it is unable to perform its obligations under this Final Settlement Agreement as a result of Parliament's decision not to appropriate sufficient funding. If a court makes such an order, a Party may seek to re-open the complaint at the Canadian Human Rights Tribunal bearing file number T1340/7008, or to initiate a new complaint at the Canadian Human Rights Tribunal. For clarity, nothing in this clause is intended to foreclose any other cause of action or remedy which may be available to the Parties.

## **PART XXVI – SUPERSEDING TRIBUNAL'S ORDERS**

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~~383-385.~~ Within 30 days following the signing of the Final Settlement Agreement, the Parties shall file a joint Notice of Motion with the Tribunal in which they shall seek an order from the Tribunal that the Final Settlement Agreement is approved and that the Tribunal's jurisdiction over the complaint and all associated proceedings has ended save for those relating to Jordan's Principle, and that the terms of the Final Settlement Agreement supersede and replace all orders of the Tribunal related to the discrimination found by the Tribunal concerning the FNCFS Program and the 1965 Agreement.

~~384-386.~~ For clarity, the terms of this Final Settlement Agreement shall supersede and render void all previous orders of the Tribunal concerning the 1965 Agreement and the FNCFS Program provided by Canada through ISC and any previous entities, unless an Order or part of an Order of the Tribunal is specifically identified as surviving and still in force following this Final Settlement Agreement.

### **PART XXVII – GENERAL PROVISIONS**

~~385-387.~~ This Final Settlement Agreement is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the *Constitution Act*, 1982, and not as abrogating or derogating from them.

~~388.~~ This Final Settlement Agreement shall not be construed as an assumption by the AFN, COO, or NAN of any liability to any person(s) or First Nation(s) in respect of this Final Settlement Agreement or its subject matter.

~~386-389.~~ This Final Settlement Agreement will not be construed as an assumption by First Nations of any liability associated with the delivery of services referenced within this Final Settlement 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 Settlement Agreement, unless the First Nation has specifically assumed the provision of such services prior to the approval and application of this Final Settlement Agreement.

~~387-390.~~ For further clarity, on execution of the Final Settlement Agreement, the Parties shall be bound by the Dispute Resolution Process agreed to under this Final Settlement Agreement and shall not return to the Tribunal for any

## Recommended Draft for Review

purpose other than to obtain a final consent order resolving the complaint and ending the Tribunal's jurisdiction or as set out in paragraph 384.

~~388-391.~~ The terms of this Final Settlement Agreement may only be amended by the Parties upon their unanimous consent in writing.

~~389-392.~~ No Party shall be added to this Final Settlement Agreement once it has been signed except with the unanimous consent of the Parties.

~~390-393.~~ Where the context or construction requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa; and the masculine shall include the feminine and neuter, and vice versa.

~~391-394.~~ Unless the context otherwise requires, references herein to:

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

~~392-395.~~ All funding provided to First Nations and FNCFS Agencies pursuant to this Final Settlement Agreement shall be provided as a transfer payment and in accordance with the Policy on Transfer Payments, the Directive on Transfer Payments, and the terms and conditions of the FNCFS Program, as set out in Appendix 10 and revised from time to time in the manner outlined in paragraph 400. For greater clarity, it shall be a requirement of such funding that First Nations and FNCFS Agencies complete the planning and reporting requirements set out in paragraphs 43, 99, 106, 134 and

## **Recommended Draft for Review**

137(b) of this Final Settlement Agreement and the terms and conditions of the FNCFS Program.

~~393-396.~~ All amounts in this Final Settlement Agreement have been rounded. The precise financial commitments are as set out in the financial chart attached as Appendix 1. In case of any conflict, the Parties agree that the amounts in the financial chart prevail.

~~394-397.~~ This Final Settlement Agreement may be signed electronically and in counterpart.

### **PART XXVIII – APPENDICES**

~~395-398.~~ No term of this Final Settlement Agreement can be amended except as provided for in paragraph 391. However, certain appendices to this Final Settlement Agreement may be revised in accordance with this Part, except where a revision to those appendices would have the effect of amending this Final Settlement Agreement, being inconsistent with its terms, or significantly departing from the principles and purposes therein.

~~396-399.~~ ISC may revise the following appendices to this Final Settlement Agreement on the approval of the Reform Implementation Committee:

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

~~397-400.~~ ISC can revise the following appendices in consultation with the Parties and may take into account the recommendations of the Reform Implementation Committee in doing so:

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

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

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### **APPENDICES**

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

# Recommended Draft for Review

## Appendix 1: Financial Chart

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

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### 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)
<p><u>First Nations and</u> FNCFS Service Providers are informed of current and upcoming service possibilities and associated delivery requirements, including roles and responsibilities.</p>	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
<p><u>First Nations and</u> FNCFS Service Providers have the resources to plan for and deliver culturally appropriate services to First Nations children, youth, young adults, and families.</p>	Percentage of main programming funding agreements with <u>First Nations and</u> FNCFS Service Providers that are in place before the start of the fiscal year	ISC
	Percentage of <u>First Nations and</u> FNCFS Service Providers that have accessed or built new infrastructure to support service delivery	<u>First Nations and</u> FNCFS Service Providers
<p><u>First Nations and</u> FNCFS Service Providers are aware of the different roles and responsibilities of First Nations and FNCFS Agencies.</p>	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



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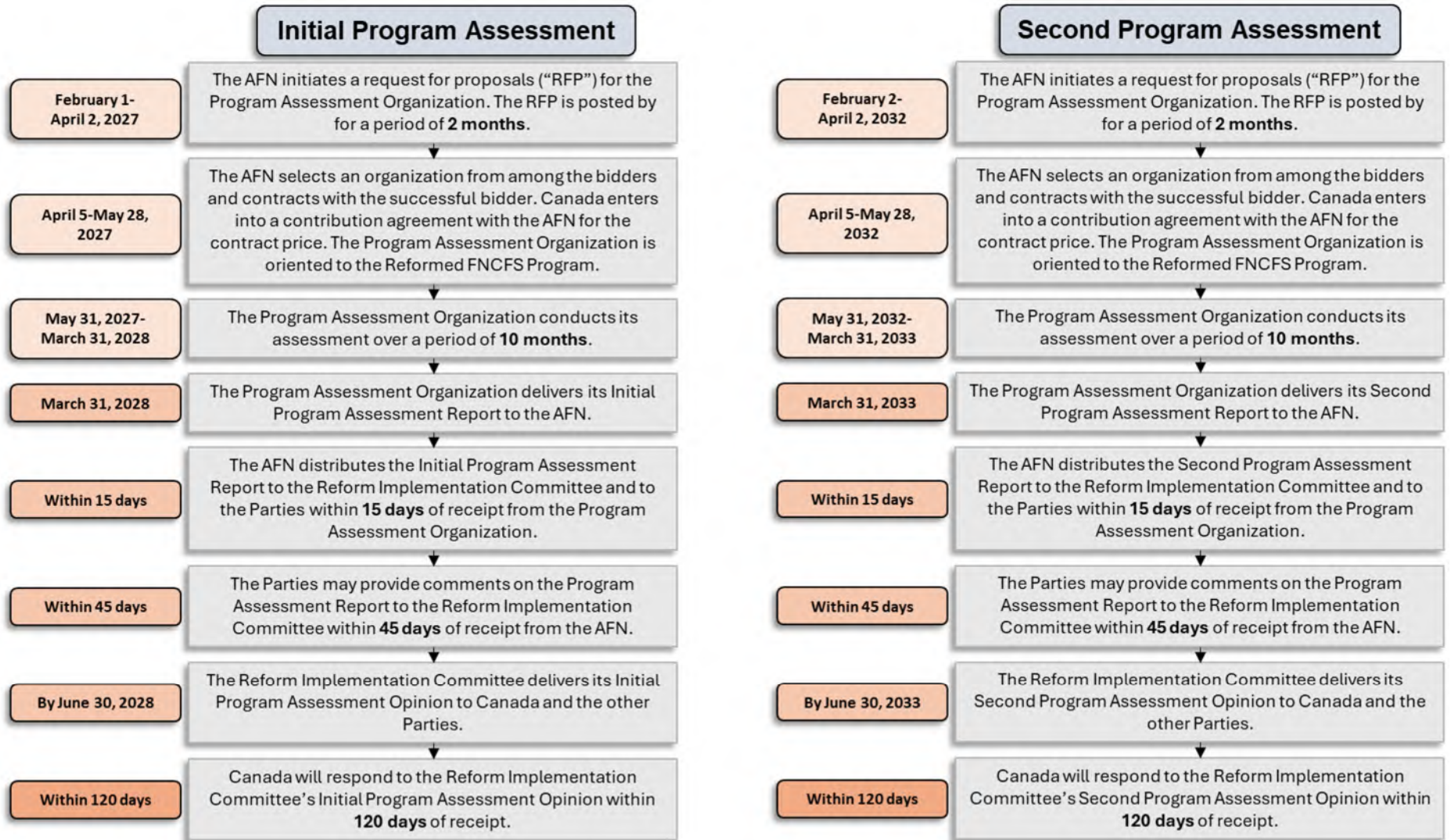
	Percentage of <b>First Nations and FNCFS</b> Service Providers with multi-year plans or child and community well-being plans	<b>First Nations and FNCFS</b> Service Providers
First Nations children have access to culturally adapted prevention services.	Percentage of First Nations more than two and a half 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	<b>First Nations and FNCFS</b> Service Providers
First Nations children and youth have access to a <del>and</del> 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
<b>First Nations and FNCFS</b> Service Providers are working collaboratively toward service delivery.	Percentage of FNCFS Agencies with a child and community wellbeing plan that has been co-developed with the First Nation(s) affiliated with the FNCFS Agency	FNCFS Agencies

## Recommended Draft for Review

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

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## Appendix 3: Program Assessment Timelines



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## 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"><li>• key child and family well-being priorities</li><li>• service priorities for the planning period</li><li>• strategic priorities for the planning period</li></ul>

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

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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

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

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UNEXPENDED FUNDING PLAN (if applicable)

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

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

**Recommended Draft for Review**

**SIGNATURES**

First Nation Declaration and Signatures:

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

Name	Title/Position	Signature(s)	Date



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**Appendix 5: Agency Accountability Co-Development Planning Template**

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

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### 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 / territorial and federal law, of a child's involvement with the agency
- process for reporting to First Nations (at least annually) on delivery of the agency's planned activities and achievement of performance targets
- timeline and process for working with First Nations to update the plan as required, including process for seeking approval of updates by each affiliated First Nation community.
- process for the agency to work with First Nations to identify potential risks, develop risk management strategies, and modify plans accordingly
- approval requirements and protocols for co-developed plan

### AGENCY PLAN SUMMARY

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

- vision, priority, key operational and service initiatives
- service needs on which the agency will focus during the planning period
- governance structure, full-time staff qualifications, salary grid

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- 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			

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Timeframe		Budget (Source and Amount)	
Desired Outcome		Indicators	1) ...

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

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COMMUNITY-WELLNESS REPORTING INDICATORS	
Post-secondary education aspirations	
Optional Additional Well-being Indicators	Goals and Targets
List additional well-being indicators co-developed with affiliated First Nations	

FINANCIAL FORECAST				
Funding Component	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029
	Planned Expenditures	Planned Expenditures	Planned Expenditures	Planned Expenditures
• Baseline (i.e., maintenance and operations)				
• Prevention (applicable if the FNCFS Agency is receiving prevention funding)				
• Post-Majority Support Services (applicable if post-majority support services funding is provided to the FNCFS Agency by its affiliated First Nations)				

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UNEXPENDED FUNDING PLAN (if applicable)

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

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

**Recommended Draft for Review**

**SIGNATURES**

FNCFS Agency Declaration and Signature:

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

Name	Title/Position	Signature(s)	Date

First Nation Declaration and Signatures:

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

Name	Title/Position	Signature(s)	Date

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

## Appendix 6: Reformed FNCFS Program Schedules for Contribution Funding Agreements

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

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 10-year duration of the FSA, with the funding for the initial five-year funding period added upon initial implementation, and the funding for the second five-year funding period following completion of the Initial Program Assessment in year 4 of the FSA. Carry-forward is permitted until the end date of the agreement, which may be extended prior to its expiry should the [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. [/:Name] expends the unexpended Funding under the FNCFS Funding Mechanism:
  - i. for purposes consistent with the Activities funded by Funding under the FNCFS Funding Mechanism; and
  - ii. in accordance with the plan for unexpended funding included in [/:Name]'s annual report on their Child and Community Wellbeing Plan [FNCFS Multi-Year Plan for First Nation agreements] accepted by Canada;
- b. expends the unexpended Funding under the FNCFS Funding Mechanism before the expiry or termination of this Agreement, including any extensions to this Agreement; and
- c. [/:Name] reports on its expenditure of the unexpended Funding under the FNCFS Funding Mechanism in accordance with the *Reporting Guide* and Reformed FNCFS Program guidance.

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

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

**7. Definitions**

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

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

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

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

**8. Purpose and Application**

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

**9. Delivery Requirements for FNCFS Activities**

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

9.2 Where full funding is not required for the delivery of Provincial/Territorial delegated services, Funding provided to [/:Name] for the delivery of the Reformed FNCFS Program may be transferred from [/:Name] to one or more of the First Nations it serves to support Activities from Section 9.1 of this Schedule, including housing for the purposes of preventing First Nations children from being taken into care and of supporting reunification where housing is a barrier. Any transfer of Funding under this Section is subject to ~~approval by~~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. activities undertaken and associated expenditures of the FNCFS Agency with respect to Baseline Funding, emergency funding, and prevention funding, if any, over the Initial Five-Year Funding Period;
- b. multi-year financial forecasts including unexpended funds and how they will be spent;
- c. plans for the realization of performance target set by the First Nation;
- d. risk management strategies;
- e. provisions for regular reporting by the FNCFS Agency to the First Nation;
- f. mechanisms to facilitate the sharing of information, to assist First Nations in the delivery of services under the Reformed FNCFS Program;
- g. provisions that recognize and respect First Nations' delivery of First Nation Representative Services and post-majority support services;
- h. an integrated approach to the delivery of prevention services as between the FNCFS Agency and their affiliated First Nations, which delineates their respective roles and ensures support to families and their communities in the provision of holistic wrap-around services;
- i. consideration for the supporting and complementary roles of the FNCFS Agency and their affiliated First Nations in the delivery of services under the Reformed FNCFS Program; and
- j. provisions which provide for notification of First Nations of a child's involvement with [/:Name], in a manner that meets the standards set out in provincial / territorial and federal law.

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

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

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

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

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

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

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

## **11. Adjustments to Funding**

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

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

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

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

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

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

## **Appendix 7: Expert Advisory Committee Terms of Reference**

### **Part I: Background**

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

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

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

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

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

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

### **Part II: Mandate, Roles and Responsibilities of the EAC**

#### **(1) Initial Third-Party Evaluation**

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

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

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

It is intended that the EAC will:

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

## **(2) Interim Recommendations**

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

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

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

## **(3) Information and Presentations to Support EAC Recommendations**



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

### **Part III: Appointment Provisions**

#### **(1) Appointment Mechanism**

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

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

#### **(2) Number of Members**

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

#### **(3) Tenure of EAC and of Members**

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

#### **(4) Resignation**

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

#### **(5) Termination**

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

### **Part IV: Meetings**

#### **(1) EAC Meetings**

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

##### **(a) Frequency**

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

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

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

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

**(b) Designation of the Chair**

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

**(b) Quorum and attendance**

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

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

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

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

Members may not delegate their meeting attendance to others.

**(d) Agenda**

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

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

**(e) Schedule for EAC Meetings**

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

**(f) Subcommittees**

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

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

#### **(g) Deliberations, decision making and reports**

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

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

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

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

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

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

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

### **Part VI: Administration**

#### **(1) Confidentiality and Security**

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

#### **(2) Media and communications**

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

### **(3) Disclosure of Information and Conflict of Interest**

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

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

### **(4) Remuneration**

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

### **(5) Basis for payment**

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

### **(6) Travel Expenses**

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

## **Part VII: The ISC Secretariat**

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

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

#### **Part VIII: Terms of Reference May Be Extended**

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

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

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

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

**NOW THEREFORE**, the below signatories hereby agree as follows:

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

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

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

Signatories:

Date:

\_\_\_\_\_

Name:

Date:

\_\_\_\_\_

Name:

Date:

\_\_\_\_\_

Name:

Date:

\_\_\_\_\_

Name:

Date:

\_\_\_\_\_

Name:

Date:

\_\_\_\_\_

Name:

## Appendix 8: Reform Implementation Committee Terms of Reference

### 1. Establishment, Purpose, and Term

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

### 2. Recommending Power

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

### 3. Membership

- 3.1 The Committee shall consist of ~~twelve-fifteen~~<sup>15</sup> (15<sup>2</sup>) members (each, a “**Member**”) as identified in Part XIV — A. Reform Implementation Committee Article XX of this Final Settlement Agreement. Each Party shall appoint three Members to the Committee.
- 3.2 A Member may be removed at any time by (a) the Party, organization, or region which appointed said member; ~~or~~ (b) a super majority of the Members of the Committee present at a meeting duly convened for such purposes, or (c) the Parties acting unanimously. A super majority consists of no less than 75% of those present at the meeting, with any fractional number being rounded up to the next whole number. Only the Party, organization, or region that appointed the removed Member shall appoint a replacement member in accordance with the criteria as identified in Part XIV – A. Reform



Implementation Committee. Each Party, organization, or region who appointed a Member shall provide the Committee with reasonable notice of its intention to replace its appointed Member in accordance with this section and provide at least thirty (30) days' notice to the Committee confirming their replacement Member prior to the expiry of the term of its incumbent Member.

~~3.23.3~~ There is no limit on the length of time for which a Member may serve on the Committee term of membership shall be from the date of appointment until March 31, 2029, subject to a Member being removed pursuant to paragraph 3.2.

~~3.33.4~~ Each Member will execute the confidentiality agreement appended to these Terms of Reference as **Schedule A** prior to being appointed as a Member.

#### *Chair of the Committee*

~~3.43.5~~ The Committee shall have one (1) Chair (the "Chair") with additional responsibilities in organizing the affairs of the Committee. The responsibilities of the Chair are described in 6.3.

~~3.5~~ The term of the Chair shall be for one (1) year.

~~3.6~~ The Chair shall be ~~the~~an AFN Member, and shall be one (1) of the AFN's three (3) Members permitted to be appointed pursuant to paragraph 3.1, and shall be appointed as follows:

~~(a) The first Chair shall be determined by the Members present at the first meeting of the Committee; and~~

~~(b) subsequent AFN Chairs shall be determined by the Committee at least one (1) month prior to the expiry of the active Chair's term.~~

#### **4. Meetings**

4.1 The Committee shall meet monthly, either in-person or virtually, unless the Committee determines that more or less frequent meetings are required.

4.2 The Administrative Team (defined below) shall provide notice to all Members regarding the date, time, and location of a Committee meeting at least two (2) weeks prior to such meeting. The notice period may be shortened to address circumstances which require less notice, as determined by the Chair.

4.3 Where possible, the Chair shall be responsible for ensuring that meeting materials are provided to all Members at least one (1) week prior to the scheduled meeting to which the materials are relevant. Meeting records and other materials that result from a Committee meeting shall be provided to all Members within two (2) weeks following the meeting.

4.4 A quorum at a Committee meeting shall be ~~seven (7)~~ fifty percent plus one of the number of appointed Members.

- 4.5 Decisions by the Members shall be made by consensus. If consensus is not possible, decisions will be put to a vote and will be considered adopted if a simple majority of members vote in favour at a duly convened meeting where there is quorum. In the event of a tie, decisions will be deferred to the next subsequent meeting of the Committee for reconsideration. Should the tie persist, the matter will be considered defeated.
- 4.6 A decision made by the Committee does not necessarily reflect the view of any one Member or Party.
- 4.7 At the request of any Party, non-Members may attend meetings subject to the following terms:
- (a) the attendance of non-Members at meetings is subject to approval by a decision of the Committee;
  - (b) non-Members approved to attend Committee meetings pursuant to (a) may participate in discussions when called upon by the Chair; however, they are not entitled to a vote and cannot participate in the decision-making process of the Members described in 4.5;
  - (c) non-Members approved to attend Committee meetings pursuant to (a) will attend at their own expense; and
  - (d) prior to attending a Committee meeting, non-Members shall execute the confidentiality agreement appended to these Terms of Reference as **Schedule A**.

## 5. Administrative Team

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

## 6. Responsibilities

- 6.1 The responsibilities of the Committee include:
- (a) Overseeing and monitoring the implementation of the Reformed FNCFS Funding Approach and recommending adjustments to the Reformed FNCFS Program to Canada as provided for in the FSA;
  - (b) Advising on the selection of and supporting the work of the Program Assessment Organization;
  - (c) Receiving and reviewing Program Assessment Reports from the Program Assessment Organization, preparing its Program Assessment Opinions and executive summaries, and providing its Program Assessment Opinions and executive summaries to the Parties and the public;
  - (d) Advising on the development of guidance documents to support First Nations and FNCFS Service Providers in seeking capital funding;
  - (e) Overseeing the Expert Advisory Committee and reviewing its work plan and providing recommendations in respect thereof;

- (f) Appointing an independent monitor responsible for monitoring Canada's implementation of the accepted recommendations from (e) and the efficacy of the reforms;
- (g) Receiving reports from ISC on discussions with respect to the reform of federal-provincial and federal-Yukon agreements and discussing possible solutions in the event that Canada fails to reach agreement with a province or Yukon on governance and accountability provisions within a federal- provincial or federal-Yukon agreement, except in relation to the reform of the 1965 Agreement in Ontario;
- (h) Receiving reports from the National Secretariat in relation to the implementation and efficacy of the Reformed FNCFS Program;
- (i) Receiving reports from the NAN-Canada Remoteness Quotient Table and NARC-Canada Remoteness Table;
- (j) Receiving reports from ISC on the compliance of FNCFS Agencies with their funding agreements, including compliance with child and community wellbeing plans;
- (k) Establishing a Systemic Review Committee as a subcommittee and establishing its terms of reference;
- (l) Receiving advice from the Systemic Review Committee of any trends of concern it finds and recommendations to address and remedy any of its findings;
- (m) Establishing a Technical Advisory Committee as a subcommittee and establishing its terms of reference;
- (n) Receiving technical advice from the Technical Advisory Committee on implementation of the Reformed FNCFS Program; and
- (o) Publishing an annual report on the progress of the implementation of this Final Settlement Agreement to be made available to the public, which will be provided in advance to the Parties prior to being released to the public.

#### 6.2 The responsibilities of the Members include:

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

#### 6.3 The responsibilities of the Chair include:

- (a) the responsibilities of members as outlined in paragraph 6.2;
- (b) developing the meeting agenda in consultation with the Committee and presiding over meetings;

- (c) ensuring that the Terms of Reference and other applicable protocols and guidance of the Committee are respected;
- (d) ensuring that meetings are carried out effectively, including by encouraging participation from all members, and that all relevant matters are addressed; and
- (e) liaising with the Administrative Team to ensure that meetings are adequately supported.

6.4 The administrative Team's responsibilities include:

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

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

## **7. Other Matters**

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

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

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

## SCHEDULE A

### CONFIDENTIALITY AGREEMENT:

#### **MEMBERS AND ATTENDEES OF THE REFORM IMPLEMENTATION COMMITTEE**

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

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

**NOW THEREFORE**, the below signatories hereby agree as follows:

1. This Confidentiality Agreement reflects the requirements of the Parties to the Final Settlement Agreement on the Long-term Reform of the FNCFS Program and the ongoing commitments of Members and Attendees to confidentiality.
2. The content of the discussions of the 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 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, advisors, and counsel of the Party, organization or region that appointed them, and such other persons as agreed upon by the Committee, to the extent necessary to fulfill the mandate of the Reform Implementation Committee. These additional people must be made aware of and agree to abide by the provisions of this Confidentiality Agreement.
5. Members and Attendees are free to publicly share their own aspirational views on the long-term reform of the FNCFS Program, provided that nothing is shared in relation to the discussions, meetings, decisions, or other interactions of the Reform Implementation Committee.

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:

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Name:

Date:

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Name:

Date:

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Name:

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Date:

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Name:

Date:

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Name:

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

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

#### **Form 4001 - Articles of Incorporation**

##### **1.a Corporate name**

National First Nations Child and Family Services Secretariat

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

Ontario

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

Minimum number 3

Maximum number 6

##### **4. Statement of the purpose of the corporation**

The purpose of the Corporation is as follows:

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

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

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

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

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

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

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

**7. Statement regarding the distribution of property remaining on liquidation**

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

**8. Additional provisions, if any**

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

**9. Declaration**

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

Certification



**BY-LAW NO. 1**

**THE NATIONAL FIRST NATIONS CHILD AND FAMILY SERVICES SECRETARIAT**

## TABLE OF CONTENTS

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

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

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

## BY-LAW NUMBER 1

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

#### ARTICLE 1 DEFINITIONS

##### 1.1 Definitions

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

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

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

## 1.2 Interpretation

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

## **ARTICLE 2 GENERAL**

### **2.1 Registered Office**

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

### **2.2 Financial Year**

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

### **2.3 Books and Records**

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

## **ARTICLE 3 MEMBERS**

### **3.1 Membership**

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

### **3.2 Transferability and Termination of Membership**

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

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

### **3.3 Dues**

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

## **ARTICLE 4 MEMBERS' MEETINGS**

### **4.1 Annual Meetings of Members**

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

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

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

#### **4.2 Special Meetings of Members**

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

#### **4.3 Calling of Meetings**

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

#### **4.4 Notice of Members' Meetings**

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



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

#### **4.5 Waiver of Notice**

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

#### **4.6 Chairing Meetings**

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

#### **4.7 Persons Entitled to be Present**

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

#### **4.8 Quorum**

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

#### **4.9 Voting**

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

#### **4.10 Votes to Govern**

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

#### **4.11 Voting By Show of Hands**

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

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

#### **4.12 Ballot**

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

#### **4.13 Absentee Voting**

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

(a) Mailed-in Ballot

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

A Member participating in the meeting by any of the foregoing means set out in Sections **Error! Reference source not found.** is deemed for the purposes of the By-laws and the Act to be present at the meeting.

#### **4.14 Attending by Teleconference, Videoconference and Other Electronic Means**

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

#### **4.15 Voting While Participating Electronically**

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

- (a) permits their subsequent verification; and

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

#### **4.16 Casting Vote**

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

#### **4.17 Written Resolution in Lieu of Meeting**

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

### **ARTICLE 5 DIRECTORS**

#### **5.1 Authority and Responsibility**

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

#### **5.2 Number of Directors**

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

#### **5.3 Qualifications**

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

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

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

#### **5.4 Election and Term**

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

## **5.5 Consent to Serve**

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

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

## **5.6 Vacation of Office**

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

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

## **5.7 Vacancies**

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

# **ARTICLE 6 DIRECTORS' MEETINGS**

## **6.1 Place of Meetings**

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

## **6.2 Calling of Meetings**

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

## **6.3 Number of Meetings**

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

#### **6.4 Regular Meetings**

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

#### **6.5 Notice of Directors’ Meetings**

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

#### **6.6 Content of Notice**

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

#### **6.7 Meetings without Notice**

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

#### **6.8 Attending by Teleconference, Videoconference and Other Electronic Means**

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

## **6.9 Voting While Participating Electronically**

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

## **6.10 Chairing Meetings**

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

## **6.11 Quorum**

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

## **6.12 Written Resolution in Lieu of Meeting**

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

## **6.13 Voting**

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

## **6.14 Casting Vote**

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

## **6.15 Persons Entitled to be Present**

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

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

#### **6.16 Rules of Order**

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

### **ARTICLE 7 OFFICERS**

#### **7.1 Appointment**

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

#### **7.2 Duties of Officers**

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

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

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

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

### 7.3 Variations of Powers and Duties

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

### 7.4 Term of Office

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

### 7.5 Agents and Attorneys

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



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

## **ARTICLE 8 PROTECTION OF DIRECTORS AND OFFICERS**

### **8.1 Limitation of Liability**

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

### **8.2 Indemnity**

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

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

### **8.3 Advance of Costs**

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

### **8.4 Insurance**

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

### **8.5 Indemnities Not Limiting**

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

## **ARTICLE 9 DISCLOSURE OF INTEREST**

### **9.1 Disclosure of Interest**

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

## **ARTICLE 10 EXECUTION OF DOCUMENTS, BANKING AND BORROWING**

### **10.1 Signatories**

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

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

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

## **10.2 Facsimile Signatures**

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

## **10.3 Banking**

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

## **10.4 Board Delegation**

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

## **ARTICLE 11 NOTICE**

### **11.1 Procedure for Sending Notices**

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

### **11.2 Undelivered Notices**

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

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

### **11.3 Computation of Time**

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

### **11.4 Waiver of Notice**

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

### **11.5 Error or Omission in Notice**

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

### **11.6 Certification re: Delivery**

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

## **ARTICLE 12 PUBLIC ACCOUNTANT**

### **12.1 Public Accountant**

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

### **12.2 Qualification**

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

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

### **12.3 Remuneration**

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

## **ARTICLE 13 ANNUAL FINANCIAL STATEMENTS**

### **13.1 Statutory Requirements**

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

## **ARTICLE 14 BY-LAWS**

### **14.1 By-laws, Amendment or Repeal**

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

### **14.2 Effect of Repeal of By-laws**

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

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

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

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Chair

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

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Chair

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

~~[Under development. To be inserted once completed.]~~

### **First Nations Child and Family Services Program Terms and Conditions: Funding to support the well-being and safety of First Nation children, youth, young adults, families and communities.**

#### **1. INTRODUCTION**

The reformed First Nations Child and Family Services Program (the “FNCFS Program”) provides funding for enriched child and family programming designed to support the holistic and substantively equal well-being of First Nations communities with a service-delivery approach that recognizes and accounts for the unique needs of respective First Nation(s), including their historical, cultural and geographical circumstances and needs. These terms and conditions reflect evidence-based programming enhancement to redress and prevent the reoccurrence of discrimination previously identified by the Canadian Human Rights Tribunal.

The FNCFS Program considers First Nations, and their children and families, to be the ultimate beneficiaries of these funds.

#### **2. PROGRAM AUTHORITY**

The FNCFS Program is delivered 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.

#### **3. PURPOSE AND OBJECTIVES**

##### **3.1 Purpose**

The purpose of the FNCFS Program is to provide funding for child and family services delivered on-reserve in a manner that support First Nations designed-service delivery. Child and family service delivery aims to address the structural drivers that could place children, youth and families at risk of child maltreatment and to leverage intergenerational cultural child caring approaches that build

protective factors and mitigate community, family and child risk factors at all stages of involvement with the child and family service continuum. The FNCFS Program also funds the delivery of child protection services on reserve delivered in accordance with the national principles and minimum standards set in *An Act Respecting First Nation, Inuit and Métis children, youth and families*, and applicable provincial, territorial or First Nation legislation, regulations, policies and standards.

### 3.2 Objectives

The objective of the FNCFS Program is to provide predictable and flexible funding to FNCFS Service Providers for the provision of a suite of child and family services that support First Nations children, youth, young adults and families, ordinarily resident on reserve, or in Yukon.

The FNCFS Program aims to support First Nations and FNCFS Agencies in working collaboratively together to address the overrepresentation of First Nations children in care by supporting service delivery models that are prevention-focused and aim to mitigate the structural drivers that could place First Nations children, youth, and families at risk of involvement with the child welfare system.

The FNCFS Program also aims to support First Nation designed models with the ultimate goal of thriving children and families that are supported by First Nation community-driven child and family services.

## **4. PROGRAM CATEGORIES**

The FNCFS Program 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 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 FNCFS Program 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.

### **Program Categories**



<p><u>Prevention Services</u></p>	<p><b>Prevention services</b> 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><u>Prevention Services</u></p>	<p><b>Eligible activities support:</b></p> <ul style="list-style-type: none"> <li>• <u>Targeted services and activities that address structural drivers<sup>1</sup> 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.</u></li> <li>• <u>Services and activities that support children and families at risk in the home and community.</u></li> <li>• <u>Activities and access to programming and services that promote physical, cultural, mental and emotional safety and well-being.</u></li> <li>• <u>Classes, workshops, and outreach to support family preservation and well-being.</u></li> <li>• <u>Coordination efforts and referrals with other relevant federal or provincial programs to support individual, family, and community well-being.</u></li> <li>• <u>Group, family, and individual interventions services or supports to promote community based prevention, family well-being, family reunification and/or preservation.</u></li> <li>• <u>Interventions that are identified to support the child's best interests including cultural, communal and other activities to build self-esteem, resilience and healing.</u></li> </ul>
<p><u>Post-Majority Support Services</u></p>	<p><b>Post-majority support services</b> 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 26<sup>th</sup> birthday or to the age as defined in provincial/Yukon legislation (whichever is greater).</p> <ul style="list-style-type: none"> <li>• <u>Eligible activities support the self-identified best interests of the youth leaving care or young adult formerly in care in:</u> <ul style="list-style-type: none"> <li>○ <u>learning, education and professional development opportunities,</u></li> <li>○ <u>financial supports to further physical, mental &amp; social wellbeing and safe, stable, housing, such as rent, household necessities and utilities or to ensure basic needs are addressed, and</u></li> <li>○ <u>(re)connection with land, culture, language and family and community.</u></li> </ul> </li> <li>• <u>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.</u></li> </ul>

<sup>1</sup> 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"> <li>• <u>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.</u></li> </ul>
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<p><u>First Nation Representative Services</u></p>	<p><b><u>First Nation Representative Services</u></b> (sometimes referred to as <b><u>Band Representative Services</u></b> or <b><u>Band Designate</u></b>) 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><u>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.</u></p> <p><u>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.</u></p> <p><u>Eligible activities support:</u></p> <ul style="list-style-type: none"> <li>• <u>Serving as the main liaison, on behalf of families or communities, between First Nations, FNCFS agencies and/or Provincial and Yukon Governments 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.</u></li> <li>• <u>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.</u></li> <li>• <u>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.</u></li> <li>• <u>Collaborative service planning and delivery with other FNCFS Service Providers.</u></li> <li>• <u>Serving as a point of contact and responding to notices and performing the functions of a First Nations 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>.</u></li> </ul>
<p><u>Supplementary Services</u></p>	<p><b><u>Supplementary Services</u></b> support the governance, implementation and ongoing service delivery of the FNCFS Program.</p> <p><u>Eligible activities support:</u></p> <ul style="list-style-type: none"> <li>• <u>Promotion of the governance of and access to evidence-based data and tools to support and inform the delivery of FNCFS programming.</u></li> <li>• <u>Ongoing delivery of FNCFS Program services.</u></li> </ul>

	<ul style="list-style-type: none"> <li>• <u>Developing and designing supports and structures to support the purpose and objective including the implementation of the FNCFS Program, as outlined in Section 3 above.</u></li> </ul>
<p><u>Child Protection Services</u></p>	<p><b><u>Child Protection Services</u></b> 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, territorial or First Nation legislation, regulations, policies and standards and as outlined below.</p> <p><u>Child protection services are linked to an assessment of risk, conducted by personnel delegated by the provincial, Yukon 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.</u></p> <p><u>Child Protection Services include:</u></p> <p><b><u>Care and Maintenance:</u></b> Services associated with placing and maintaining the care of children in out-of-home or alternate care arrangements.</p> <p><b><u>Least disruptive measures:</u></b> which are targeted interventions and services mandated in provincial, Yukon or First Nation child and family services legislation that support family preservation and reunification when possible, and ensure supports are in place that mitigate the risk of child maltreatment or harm.</p> <p><b><u>Operations:</u></b> Resources used by an organization to deliver child and family services in line with provincial, Yukon and First Nation legislation, regulation, and policies as well as planning activities.</p> <p><u>Eligible activities support on-reserve:</u></p> <ul style="list-style-type: none"> <li>• <u>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.</u></li> <li>• <u>Alternative dispute resolution services and coordination with a child and family’s network of support.</u></li> <li>• <u>Legal services, child representation, or other activities related to child protection proceedings.</u></li> <li>• <u>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.</u></li> <li>• <u>Placement services including recruiting, assessing, training, educating, supporting, monitoring and evaluating alternate care providers.</u></li> <li>• <u>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.</u></li> <li>• <u>Collaborative service delivery planning, implementation, evaluation and assessment with other service provider(s).</u></li> </ul>

	<ul style="list-style-type: none"> <li>• <u>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.</u></li> <li>• <u>Other activities that support the delivery of the legislated mandate of child protection services in accordance with applicable provincial, Yukon or First Nation legislation, and the national principles and minimum standards set in <i>An Act Respecting First Nation, Inuit and Métis children, youth and families</i></u></li> </ul>
<b><u>FNCFS Program Funding Strategies</u></b>	
<u>Information Technology Funding Strategy</u>	<u>Funding supports recipients with their IT needs to implement and deliver services and activities listed in the FNCFS Program Services outlined in Section 4 above.</u>
<u>Results Funding Strategy</u>	<u>Funding supports recipients in implementing the performance measurement, framework as outlined in Section 10.2, to support the FNCFS Program Services outlined in Section 4 above.</u>
<u>Emergency Funding Strategy</u>	<u>Funding supports recipients in responding to unanticipated circumstances or situations affecting the service-delivery provision and activities of the FNCFS Program. Emergency funding supports 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 an FNCFS Service Provider to manage within a fixed allocation in delivering the FNCFS Program Services outlined in Section 4 above.</u>
<u>Household Support Funding Strategy</u>	<u>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.</u>

## **5. ELIGIBLE FUNDING RECIPIENTS**

While the FNCFS Program 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 or strategy.

### **1. FNCFS Service Providers**

- a) First Nation(s), meaning a “band” as defined in subsection 2(1) of the Indian Act, RSC, 1985, C 1-5, as amended.

b) **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.

c) **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).

**2. 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 the FNCFS Program.

— **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 and child and family services law.

**3.**

<b><u>FNCFS Services and Strategies</u></b>	<b><u>Eligible FNCFS Funding Recipients</u></b>
<b><u>FNCFS Program Services</u></b>	
<b><u>Prevention Services</u></b>	<ul style="list-style-type: none"> <li>• <u>First Nation</u></li> <li>• <u>First Nation Service Provider, if requested by the First Nation(s)</u></li> <li>• <u>FNCFS agency</u></li> </ul>
<b><u>Post-Majority Support Services</u></b>	<ul style="list-style-type: none"> <li>• <u>First Nation</u></li> <li>• <u>First Nation Service Provider, if requested by the First Nation(s)</u></li> <li>• <u>FNCFS agency, if requested by the First Nation(s)</u></li> </ul>
<b><u>First Nation Representative Services</u></b>	<ul style="list-style-type: none"> <li>• <u>First Nation</u></li> <li>• <u>First Nation Service Provider, if requested by the First Nation(s)</u></li> <li>• <u>FNCFS agency, if requested by the First Nation(s)</u></li> </ul>
<b><u>Supplementary Services</u></b>	<ul style="list-style-type: none"> <li>• <u>First Nation</u></li> <li>• <u>First Nation Service Provider</u></li> <li>• <u>National, Regional and Local Organizations</u></li> </ul>
<b><u>Child Protection Services</u></b>	<ul style="list-style-type: none"> <li>• <u>FNCFS agency</u></li> <li>• <u>First Nation Service Provider (pursuant to applicable child and family legislation)</u></li> <li>• <u>Provincial and Yukon Governments</u></li> </ul>
<b><u>FNCFS Program Funding Strategies</u></b>	
<b><u>Information Technology Strategy</u></b>	<ul style="list-style-type: none"> <li>• <u>First Nation</u></li> </ul>

<u>Results Funding Strategy</u>	<ul style="list-style-type: none"> <li>• <u>First Nation</u></li> </ul>
<u>Emergency Strategy</u>	<ul style="list-style-type: none"> <li>• <u>First Nation</u></li> <li>• <u>FNCFS agency</u></li> </ul>
<u>Household Support Strategy</u>	<ul style="list-style-type: none"> <li>• <u>First Nation</u></li> </ul>

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 provinces and Yukon shall not receive funding under the Reformed FNCFS Program Funding Approach outlined in Section 8.1 for the services for which they are receiving funding under the jurisdictional agreement.

## **6. TYPE AND NATURE OF ELIGIBLE EXPENDITURES**

Eligible expenditures are those direct costs necessary to support the activities as outlined in Section 4 under Program Categories, 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 4. International travel may be an eligible expenditure, and is subject to ISC pre-approval.
- Costs that support the FNCFS Program Planning and Reporting, as outlined in Section 10, 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, as outlined in Section 3, may be considered eligible based on the direct link to supporting the FNCFS Program Categories, subject to FNCFS Program approval.
- Capital assets that support the delivery of Program Categories outlined in Section 4 and pre-approved by ISC through the plans as outlined in Section 10, including unexpended funding plans.

- Provincial and Yukon Governments directly providing child and family services are not eligible to receive capital funding under the FNCFS Program.

## **7. APPLICATION REQUIREMENTS AND ASSESSMENT CRITERIA**

Before entering into a funding agreement or initiating an amendment, ISC will confirm eligibility and entitlement of recipients in accordance to these terms and conditions 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.
- Provincial, Yukon or 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 10.1 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 7, 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.

## **8. PROGRAM FUNDING**

### **8.1 Method for Determining the Amount of Funding**

As part of the method for determining the amount of funding, the FNCFS Program 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 8.1.10.

#### **8.1.1 Prevention Services**

Starting in fiscal year 2024-2025 funding for prevention services was calculated by multiplying the amount of \$2,603.55 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.

#### **Outside Ontario:**

Beginning April 1, 2026, all prevention funding will be directed to First Nations, unless a First Nation submits to ISC a written notice advising to allocate all or a portion of their prevention funding to another service provider.

Such notice needs to be submitted to ISC by the December 1<sup>st</sup> prior to the fiscal year to which the prevention funding is applicable. Once written notice is provided by the First Nation, the direction contained therein persists until further notice is given.

#### **In Ontario:**

Beginning April 1, 2026, 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 30<sup>th</sup> 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 FNCFS Service Providers for fiscal year 2025-2026.

#### **Non-affiliated First Nations:**

First Nations not served by a FNCFS agency, will receive all prevention funding attributable to that First Nation.



### 8.1.2 Post-Majority Support Services

Starting in fiscal year 2024-2025<sup>2</sup>, and for the initial five-year period, funding for Post-Majority Support Services will total an amount of \$795.8 million. Starting in fiscal year 2025-2026, 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 5. This funding will be adjusted 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 8.1.10, 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) Divide an estimate of the First Nation's number of individuals eligible for post-majority support services by the national estimate of such individuals, 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) of the First Nation's population by the total of all First Nations calculated at (c);
- e) Multiply \$75,000, adjusted for inflation, by the number of First Nations eligible to receive funding under the FNCFS Program, and subtract that amount from the total annual funding available for post-majority support services;
- f) Multiply (d) by (e);
- g) Add \$75,000, adjusted for inflation, to (f).

### 8.1.3 First Nation Representative Services

#### Outside Ontario:

Total funding for First Nation Representative Services in fiscal year 2024-2025 is calculated by multiplying the amount of \$294.72 by the total population, plus the amount necessary to provide to each First Nation a minimum of \$75,000. This

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<sup>2</sup> As outlined in Section 13, ISC will continue to meet its obligation until March 31, 2026 for funding agreements in place, including actual costs incurred by March 31, 2025 for post-majority support services, which are subject to the FNCFS Transitional Terms and Conditions.

funding will be adjusted annually for inflation and to account for the increased costs of delivering services in remote First Nations.

*In Ontario:*

Beginning April 1, 2025, 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 2022-2023. This amount will be adjusted annually for inflation, and starting April 1, 2025 adjusted to account for the increased costs of delivering services in remote First Nations.

#### 8.1.4 Supplementary Services

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 outlined in Section 3.

#### 8.1.5 Child Protection Services (Baseline Funding)

Starting in fiscal year 2025-2026, baseline funding will be provided to eligible FNCFS funding recipients as outlined in Section 4, and based on:

*Outside Ontario:*

- For FNCFS agencies, baseline funding will be based on 2022-2023 actual expenditures and adjusted for population and inflation. In subsequent years, baseline funding will continue to be adjusted annually for population and inflation; and
- For Provinces and Yukon, where applicable, operations and maintenance expenditures reimbursed under applicable federal-provincial and federal-Yukon agreements for the purpose of providing child and family services to First Nations on reserve not affiliated with an FNCFS agency.

*In Ontario:*

- For FNCFS agencies, baseline funding will be based on 2022-2023 actual expenditures and adjusted for population and inflation. In subsequent years, baseline funding will continue to be adjusted annually for population and inflation; and,
- For Ontario Government, operations and maintenance expenditures reimbursed for services on reserve further to the federal-provincial agreement.

#### 8.1.6 Information Technology Funding Strategy

Funding for information technology (IT) equals 6% of a FNCFS agency, or the provincial / Yukon annual baseline funding and is proportionally allocated among the First Nations affiliated with that FNCFS agency, or the Province/Yukon based on the First Nation's population. This funding will be adjusted to account for the increased costs of delivering services in remote First Nations.

#### 8.1.7 Results Funding Strategy

Funding for results equals 5% of a FNCFS agency, or provincial / Yukon annual baseline funding and is proportionally allocated among the First Nations affiliated with that FNCFS agency, or the Province/Yukon based on the First Nation's population. This funding will be adjusted to account for the increased costs of delivering services in remote First Nations.

#### 8.1.8 Emergency Funding Strategy

Funding for emergency equals 2% of a FNCFS agency, or provincial / Yukon annual 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 based on the First Nation's population. This funding will be adjusted to account for the increased costs of delivering services in remote First Nations.

First Nations not served by an FNCFS agency will receive 100% of calculation proportionally allocated among the First Nations based on the First Nation's population. This funding will be adjusted to account for the increased costs of delivering services in remote First Nations.

#### 8.1.9 Household Supports Funding Strategy

Funding for household supports in fiscal year 2024-2025 was funding an amount of \$25.5 million. This funding is 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:

<u>The First Nation's population</u>	<i>multiplied by</i>	<u>The percentage of the First Nation's population below the Low-Income Measure-After Tax (LIM-AT)</u>	<i>divided by</i>	<u>The total population of all First Nations eligible to receive funding under the FNCFS Program below the LIM-AT</u>	<i>multiplied by</i>	<u>The FNCFS Program's total annual funding for household supports</u>
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### 8.1.10 Funding Adjustments

The FNCFS Program funding contains a number of adjustments as outlined in Section 8 for remoteness, inflation and population. These adjustments are calculated and applied as follows:

<b><u>Remoteness Adjustment Funding</u></b>
<u>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.</u>
<b><u>Inflation</u></b>
<u>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 preceding year. The adjustment will be made based on the previous fiscal year's funding. In no event shall any such adjustment be less than zero.</u>
<b><u>Population</u></b>
<u>The population of a First Nation will be determined as follows:</u>
<ul style="list-style-type: none"> <li><u>• The registered on-reserve, on Crown land, or in Yukon 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.</u></li> <li><u>• For the purpose of an FNCFS agency or First Nations Service Provider, population will be the sum of the populations of the First Nations to which it is affiliated.</u></li> <li><u>• The approach to calculating population described herein may vary where a First Nation has a self-government agreement or a modern treaty.</u></li> </ul>

### 8.2 Maximum Amount Payable

The maximum amount payable will be based on the FNCFS recipient's funding allocation, pursuant to the FNCFS Funding Approach as outlined in Section 8, and shall not exceed \$150,000,000 per recipient per fiscal year.

### 8.3 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 a eligible recipient as identified in Section 5 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.

### 8.3.1 FNCFS Funding Mechanism (“Flexible Funding Approach”)

In alignment with Section 8.3, 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 Categories as outlined in Section 4, 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 support the implementation of the FNCFS Program 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 10.
  - As required, ISC may amend flexible funding agreements, prior to expiry, to align with the timelines identified in the unexpended funding plans.

### 8.3.2 Fixed Funding Approach

Where an eligible recipient is not eligible for the Flexible Funding Approach, ISC will enter into a fixed funding approach agreement. Fixed funding agreements are one year agreements that support recipients in delivering the FNCFS Program. Within the fixed funding approach:

- Recipients may only spend funding on the FNCFS Program Category for which it was received, meaning it may not redirect funding *in year* to other FNCFS Program Categories outlined in Section 4.
- 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 4.

## **8.4 Basis for Payment**

Payments will be issued to recipients based on the eligibility to receive funding under the FNCFS Program terms and conditions, 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:

- FNCFS Funding Approach outlined in Section 8.1;
- reimbursement of eligible expenditures;
- proposal, plan and budget supporting eligible activities and services as outlined in Section 4; or,
- achievement of predetermined performance expectations or milestones;

### **8.4.1 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.

### **8.4.2 Holdbacks**

Holdbacks may be up to 10% 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.

## **8.5 Stacking Limits**

The stacking limit is the maximum level of funding to funded recipients from all government sources (including federal, provincial, territorial, and municipal) for any one activity, initiative, or project. The limit is 100% of total expenditures for the activity being funded. For clarity, compensation 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 considered as a source of revenue for stacking purposes.

## **8.6 Further Distribution of a Contribution**

Recipients may further distribute funding in alignment with the FNCFS Program purpose and objective and in accordance to the terms outlined in funding agreements. Recipients will have independence in the choice of organizations (such as an authority, board, committee, or other entity authorized to act on behalf of the recipient) and will not act as an agent of the government in making distributions.

Where a recipient further distributes funding, the recipient will enter into a written agreement with the other organization outlining the roles and responsibility of the respective parties. The original recipient remain accountable to ISC for the FNCFS Program funding, reporting and performance requirements, as outlined in the funding agreement between ISC and the original recipient.

## **9. ACCOUNTABILITY**

Recipients are required to report on funding, such as providing annual audited financial reports that account for the use of funding in accordance with these terms and conditions, and as specified in their funding agreements.

## **10. PLANNING, REPORTING, AND EXPECTED RESULTS**

### **10.1 FNCFS Program Planning and Reporting**

Planning is intended to provide a better understanding of how the FNCFS Program 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.

#### **10.1.1 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.

#### **10.1.2 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 Expected Results outlined in Section 10.2.*

#### **10.1.3 FNCFS Program Plan**

Who: National, 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.

#### **10.1.4 Negotiated service-level agreement**

Who: Provincial and Yukon Governments:

Negotiated service-level agreement between the Province/Yukon and Canada that aligns with the reformed FNCFS Program and defines the level and scope of services, standards, accountability, roles and responsibilities, billing procedures, and reporting requirements.

#### **10.1.5 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 Expected Results outlined in Section 10.2.

## **10.2 Expected Results**

The Departmental Results Framework consists of a 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 performance measures and outcomes:

### **Immediate**

<b><u>Outcome</u></b>	<b><u>Performance indicator</u></b>
<u>FNCFS Service Providers are informed of current and upcoming service possibilities and associated delivery requirements, including roles and responsibilities.</u>	<u>Number of regional engagements, consultations, and workshops.</u>
	<u>Number of attendees by affiliation (such as First Nation or FNCFS Agency) per engagement, consultation, or workshop delivered by ISC.</u>
	<u>Number of communications and bulletins.</u>
<u>FNCFS Service Providers are informed of current and upcoming service possibilities and associated delivery requirements, including roles and responsibilities.</u>	<u>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.</u>
<u>FNCFS Service Providers have the resources to plan for and deliver culturally appropriate services to First Nations children, youth, young adults, and families.</u>	<u>Percentage of main programming funding agreements with FNCFS Service Providers that are in place before the start of the fiscal year.</u>
	<u>Percentage of FNCFS Service Providers that have accessed or built new infrastructure to support service delivery.</u>
<u>FNCFS Service Providers are aware of the different roles and responsibilities of First Nations and FNCFS Agencies.</u>	<u>Number of FNCFS training and guidance documents which are available and up to date.</u>
	<u>Number of times FNCFS training and guidance documents have been accessed.</u>



	<u>Percentage of FNCFS Service Providers with multi-year plans or child and community wellbeing plans</u>
<u>First Nations children have access to culturally adapted prevention services</u>	<u>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</u>
	<u>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</u>
	<u>Percentage of First Nations directly providing prevention services for their communities</u>
	<u>Percentage of First Nations children who have access to a culturally adapted prevention service provider</u>
<u>First Nations children and youth have access to a culturally appropriate environment</u>	<u>Percentage of children in care who are placed with a family member (kinship care)</u>
	<u>Percentage of First Nations children on- reserve in care where at least one of the caregivers is a First Nation individual</u>
<u>First Nations children and families have access to First Nation Representative Services.</u>	<u>Percentage of First Nations offering First Nation Representative Services to families</u>
<u>First Nations youth aging out of care and young adults formerly in care have access to post-majority support services</u>	<u>Percentage of eligible First Nations youth aging out of care and young adults formerly in care served by post-majority support services</u>

## Intermediate

<u>Outcome</u>	<u>Performance indicator</u>
<u>FNCFS Service Providers are working collaboratively toward service delivery</u>	<u>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</u>
<u>FNCFS Service Providers are working collaboratively as a network of support for children and families</u>	<u>Percentage of FNCFS Service Providers that produce and publicly share an annual report on the progress of their multi-year plans or child and community wellbeing plans</u>
<u>Protective factors are built, and risk factors are identified and addressed within families and communities</u>	<u>Percentage of First Nations children on-reserve in care</u>
	<u>Percentage of First Nations children and youth on reserve in care who came into care for the first time</u>
	<u>Percentage of First Nations children and youth re-entering care</u>
	<u>Number of reported cases of child maltreatment for First Nations on reserve</u>
<u>Protective factors are built, and risk factors are identified and addressed within families and communities</u>	<u>Number of culturally appropriate prevention activities that have been provided to First Nations families on reserve</u>
<u>First Nations children and youth in care remain connected to their family, community, and culture</u>	<u>Percentage of First Nations children in care who are reunified with their families</u>
	<u>Percentage of First Nations children and youth on reserve in care who achieved permanency</u>
	<u>Average number of days in care</u>
	<u>Average number of changes in placement type</u>
<u>Post-majority support services are provided routinely to First Nations youth aging out of care and young adults formerly in care</u>	<u>Average expenditures per First Nation on post-majority support services</u>

## Ultimate

<u>Outcome</u>	<u>Performance indicator</u>
----------------	------------------------------

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.

## **11. PRIVACY**

ISC will respect privacy laws and regulations respecting the First Nations child and family service records of children, youth, young adults and families as laid out in provincial, territorial or First Nation laws.

## **12. LANGUAGE**

ISC will abide by the *Indigenous Languages Act* to protect and promote Indigenous languages in Canada. The program provides access to linguistic supports such as translation or interpretation services of First Nations languages, to ensure culturally appropriate service delivery.

Where a program support activity may be delivered to members of either official language community, the FNCFS funded recipients are required to provide access to services in both official languages.

In addition, ISC will ensure that the design and the delivery of programs respect the obligations of the Government of Canada set out in the *Official Languages Act*.

## **13. EFFECTIVE DATE**

**These terms and conditions are effective as of April 1, 2025.**

In order to support the transition of the FNCFS Program to the new terms and conditions, ISC will continue to meet its obligations until March 31, 2026 for funding agreements in place and for costs incurred by March 31, 2025, which are subject to the FNCFS Transitional Terms and Conditions: Contributions to provide children, youth, young adults, families and communities, with prevention and protection services.

## Appendix 11: Housing Allocation Example

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

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

#### **First Nation A's Housing Funding Allocation**

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

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

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

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

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

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

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

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

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

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

**Number of First Nations Eligible for Housing Funding:** 575

*Calculations:*

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

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

## **Appendix 12: Remoteness Quotient Adjustment Factor Methodology**

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

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

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

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

The formula for the Cost Adjustment Factor is as follows:

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

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

### **Calculation of the Reformed FNCFS Program’s Remoteness Adjustment**

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

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

### Illustrative Examples of the RQAF Calculation

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

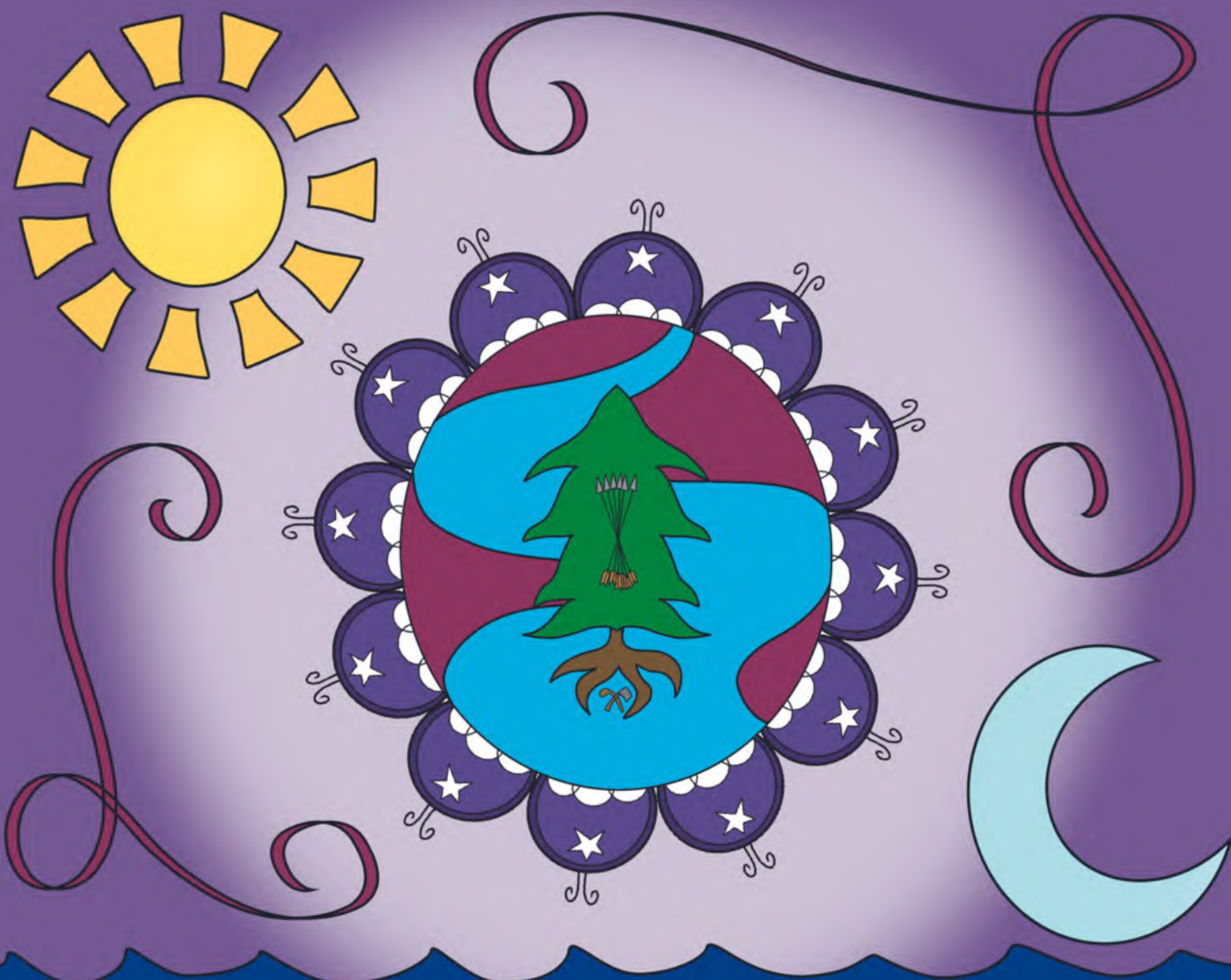
	Population	2021 Index of Remoteness	Road Connected	NAN First Nation	Calculation	RQAF
First Nation A	500	0.55	Yes	Yes	$(0.709 * 0.55) * 1.089$	42%
First Nation B	1,000	0.67	No	No	$[(0.709 * 0.67) + (0.704 * 1)] * 0.879$	104%
First Nation C	2,000	0.45	Yes	No	$(0.709 * 0.45) * 0.879$	28%
First Nation D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

This is **Exhibit “W”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



# Final Agreement on the Long-Term Reform of the First Nations Child and Family Services Program

Executive Summary

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September 17, 2024





## ARTIST ACKNOWLEDGEMENT

**Lillian Williams-Maracle** is a member of the Onondaga Nation, Wolf clan. Lillian is a multi-media artist from Six Nations of the Grand River. Her work includes bead work, drawing, graphic arts, painting, sculpting, writing, and sewing.



She is a member of the Group of Six, a local grassroots group of six youth artists who have recently completed their third Coloring/Activity Book.

Lillian was raised on Six Nations and grew up attending longhouse ceremonies. Lillian incorporates traditional values, teachings, and community histories into her work that ensure an authentic and accurate lens.

“It is my hope that all young people will continue to celebrate and remember our ceremonies, teachings and languages through art.”





## TABLE OF CONTENTS

<b>Part I – Summary of the CHRT Litigation and Related Negotiations</b> .....	<b>3</b>
• The CHRT Litigation	
• The Agreement-in-Principle and Final Agreement Negotiations	
• Chiefs of Ontario’s Role in the CHRT Litigation and Related Negotiations	
<b>Part II – Overview of the FA</b> .....	<b>6</b>
i. Limitations of the Final Agreement .....	<b>6</b>
ii. Funding Commitment .....	<b>7</b>
iii. Key Elements of the FA .....	<b>8</b>
• FNCFS Agency Funding per the FA	
• First Nations’ Funding as per the FA	
• Remoteness Adjustment Funding	
• Non-Monetary Aspects of the FA	
<b>Part III – What Would the FA Mean for First Nations in Ontario?</b> .....	<b>15</b>
<b>Part IV – Enforcement of the FA and Releases</b> .....	<b>16</b>
<b>Part V – What Happens if the FA is Not Finally Approved?</b> .....	<b>17</b>
<b>Next Steps</b> .....	<b>19</b>
<b>Contact</b> .....	<b>20</b>



## PART I

# SUMMARY OF THE CHRT LITIGATION AND RELATED NEGOTIATIONS

## The CHRT Litigation

In 2007, the First Nations Child and Family Caring Society (the “Caring Society”) and the Assembly of First Nations (the “AFN”) alleged, through a human rights complaint before the Canadian Human Rights Tribunal (the “Tribunal”), racial discrimination by Indian and Northern Affairs Canada in the provision of child and family services to First Nations on reserve and in Yukon.

Chiefs of Ontario (“COO”) intervened in the litigation to provide perspective on the way discrimination operated in Ontario under the *1965 Indian Welfare Agreement* (the “1965 Agreement”).

In 2016, the Tribunal decided that Canada was racially discriminating against First Nations children on reserve (called the ‘merits decision’).

The Tribunal found that federal funding policies resulted in denials of services and created various adverse impacts for many First Nations children and families living on reserves, and that the funding policies resulted in discrimination against First Nations people.

The Tribunal ordered the federal government to cease its discriminatory practices.

Specifically, the Tribunal ordered that the following be reformed to eliminate the discrimination it found:

1. The federal on-reserve child welfare program, called the First Nations Child and Family Services (FNCFS) Program
2. Jordan’s Principle
3. The 1965 Indian Welfare Agreement

As well, the Tribunal directed Canada to take some interim measures to help alleviate the discrimination in the immediate term (while long term reform was being worked on). There were many motions about the immediate relief, which resulted in the orders from the Tribunal for Canada to pay for the actual costs of certain services and Jordan’s Principle orders.



## The Agreement-in-Principle and Final Agreement Negotiations

On December 31, 2021, the Agreement-in-Principle (the “AIP”) on long-term reform of the FNCFS Program, was signed by the AFN, Canada, the Caring Society, COO, and Nishnawbe Aski Nation (“NAN”) (collectively, “the Parties”).

The AIP dedicated \$19.807 billion over five years for the FNCFS Program, major capital relating to the FNCFS Program, and Jordan’s Principle. The AIP served as the basis for the negotiation of a final settlement agreement.

After the AIP was signed, COO, NAN, the AFN, Canada, and the Caring Society had been negotiating a Final Agreement on long-term reform of the FNCFS Program and Jordan’s Principle.

Negotiations stalled in January/February 2023 when the Caring Society and the AFN advised the Parties that a deal could not be concluded by March 31, 2023 and that they wanted to make some changes to the timeline and approach to reforming Jordan’s Principle.

In mid-March 2023, the Caring Society and the AFN shared a joint proposal with the Parties called “The Path Forward” on how to conclude a final agreement. This proposal provided an alternative path for negotiations, including a new timeframe for completion, and called for the negotiations for the long-term reform of the FNCFS Program and Jordan’s Principle to be separated.

On October 24, 2023, Canada announced to the Parties that it had received a mandate to continue long-term reform negotiations based on The Path Forward. The new mandate provided for:

- New timelines. Reform of the FNCFS program and reform of Jordan’s Principle would be dealt with separately. Canada’s mandate was to conclude the agreement respecting the FNCFS Program by March 31, 2024, and the agreement respecting Jordan’s Principle by December 31, 2024 (Note: This deadline will shift as these negotiations have not begun);
- New funding for fiscal year 2023-24. Specifically, \$810 million in new funding for housing, IT, results, poverty, remoteness, and emergencies; and
- An expanded term of the agreement respecting the FNCFS Program (from 5 years (as agreed to in the AIP) to 10 years).

After receiving Canada’s new mandate, the Parties resumed negotiation of a draft final agreement on the long-term reform of the FNCFS Program (the “FA”).

In November 2023, the Caring Society withdrew from negotiations as they no longer agreed to the AIP negotiating terms. The remaining parties continued forward negotiating on the terms they had agreed to in the AIP.



## CHIEFS OF ONTARIO'S ROLE IN THE CHRT LITIGATION AND RELATED NEGOTIATIONS

As noted in the merits decision, COO was granted 'Interested Party' status for the Tribunal proceedings. COO was granted this status to speak on the particulars of on-reserve child welfare services in Ontario. Ontario First Nations also have a unique role due to the 1965 Agreement, Band Representative ("Band Rep") services, and the focus of Ontario First Nations on community-based prevention.

In 2018, as a result of advocacy, COO won an order for Band Rep services and mental health funding for Ontario First Nations. COO also advocated for First Nations to receive "community-based prevention" in Ontario, which in other provinces went to the Agencies only.

COO's attendees at negotiations were COO staff from Social Services, Grand Chief Joel Abram, and ORC Abram Benedict (formerly Grand Chief). OKT provides legal advice. COO also has an Advisory Committee composed of representatives from all the regions that provides advice to the COO team to take to the negotiation tables. In addition, since 2016, members of COO's negotiations team have attended many conferences, forums, and meetings in Ontario and heard directly from leadership and technicians about their views on child welfare reform.

*COO is not a party to the Final Settlement Agreement on Compensation and was not involved in the class actions that were filed.*





## PART II

### OVERVIEW OF THE FA

#### i. Limitations of the Final Agreement

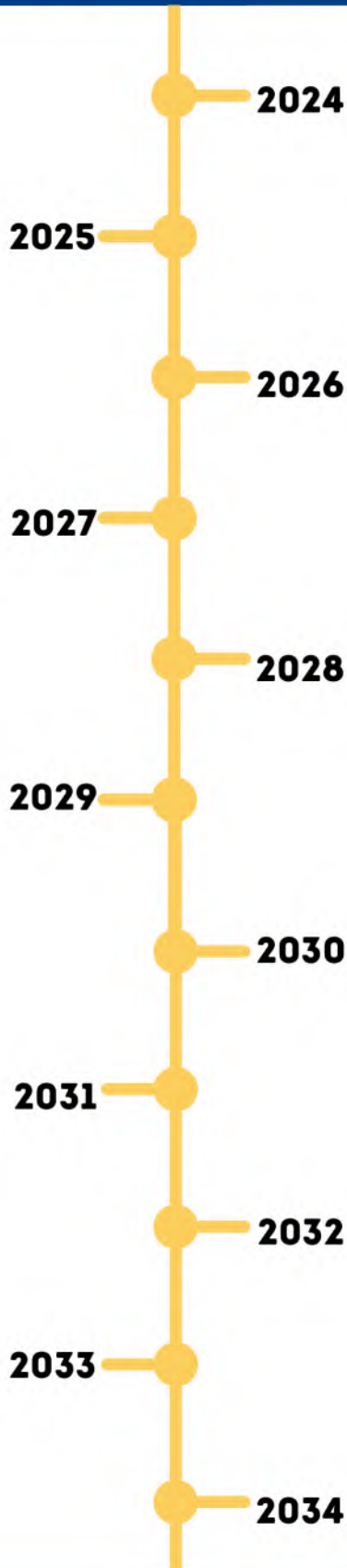
The FA seeks to address and settle the CHRT litigation and to cover or modify the orders already made by the Tribunal.

That means that, for the most part, the settlement does not deal with matters that were not the subject of the litigation and/or existing orders, including:

- Funding for off-reserve services (under the Constitution, that's the responsibility of the provinces)
- Ontario's funding formula for child welfare agencies
- Funding to improve all of the drivers of why kids are in care – e.g., poverty, inadequate housing, intergenerational trauma, mental health and addiction, unequal infrastructure
- Discrimination in the *Indian Act* about who is eligible to be registered and who isn't
- Inequalities in funding between large and small First Nations

There was no possibility of getting Canada to discuss any of these matters because they are outside of the scope of the litigation. However, these other issues may be the subject of future litigation or negotiation.





## ii. Funding Commitment

On July 10, 2024, the AFN, COO, NAN, and Canada reached a **\$47.8 billion** Final Agreement on the Long-Term Reform of the FNCFS Program.

The FA term is for a total of **10 years** with the start date being April 1, 2024 and the end date being March 31, 2034.

Canada will provide funding in the amount of **\$24.47 billion** for the initial five-year funding period. This amount shall not be decreased in the second five-year funding period, and Canada may increase it.

Two program assessments will be conducted, with the first being conducted around 2028-29 and the second at the end of the ten year term. The second five-year period’s funding commitment may be upwardly adjusted to account for any recommendations that flow from the first program assessment.

Canada will also fund:

- Approved Service Provider Funding Adjustment Requests
- Adjustments for inflation and population
- Certain activities (capital, PMSS, and FNRS in Ontario) at actual costs until March 31, 2025
- Adjustments to Baselines Funding for 2025-2026 to account for operations and maintenance costs incurred in 2024-2025 as well as consequential adjustments to IT, results and emergency
- Reasonable start-up costs for new FNCFS Agencies
- First Nations that become eligible under the Reformed FNCFS Program

The funds will not be reallocated by Canada for any purpose beyond those provided for under the terms of the FA.



### iii. Key Elements of the FA

Under the FA, First Nations and FNCFS Agencies are both funded to deliver child and family services to First Nations children, youth, and families, but they are funded differently. The FA outlines the Reformed FNCFS Funding Approach, which is made up of several funding components, and details eligibility for the different funding components (see pages 9-11).

#### Glossary of Funding Components

**Baseline Funding** for Agencies for operations and maintenance

**Emergency Funding** to help address service delivery-related emergencies

**First Nation Representative Services Funding** to support First Nations when their children and families are involved/at risk of involvement with CFS

**FNCFS Capital Funding** for capital assets needed to support the delivery of CFS

**Household Support Funding (previously termed Poverty Funding)** to help meet the basic needs of families, keeping them together and out of care wherever possible

**Housing Funding** to support housing in First Nations to prevent children from coming into care and to support reunification where possible

**Post-Majority Support Services Funding** to support youth aging out of care and young adults formerly in care, up to the age of 26

**Prevention Funding** to support culturally relevant, community-based programs and services that address the structural drivers that place children, youth, and families at risk of CFS involvement

**Remoteness Adjustment Funding** to account for the increased cost of delivery of CFS in remote communities

**Results and IT Top Up Funding** to help with data collection and reporting and to assist with an IT update

First Nations funding is greatly increased under the FA and includes significant amounts for First Nation Representative Services, community-based prevention, and remoteness.

As well, funding under the FA is flexible – it can be moved between budget lines and can be carried over year to year. This means that First Nations (as well as Agencies) will be able to re-allocate funds across different components.

Adjustments for inflation will be made for all funding components using the Consumer Price Index (CPI).

There are also several important non-monetary aspects of the FA including enhanced Agency accountability to First Nations, a high level of FN control over the implementation of the FA, a culturally appropriate and accessible ADR process, and more (see pages 13-14).



### FNCFS Agency Funding per the FA

<p><b>Baseline Funding</b></p>	<ul style="list-style-type: none"> <li>• The FNCFS FA does not change the way Ontario FNCFS Agencies are funded by Ontario under the Ontario Funding Formula for on- and off-reserve protection, maintenance, and operations. The FA only speaks to the funding that ISC provides to Agencies.</li> <li>• Ontario FNCFS Agencies continue to have access to actuals from ISC for intake and investigation, legal fees, and building repairs up until <b>March 31, 2025</b>.</li> <li>• Starting April 1, 2025, baseline funding will be provided to FNCFS agencies based on the 2022-2023 operations and maintenance expenditures, adjusted for inflation and population growth. Going forward, baseline funding will be adjusted to reflect inflation and population growth.</li> <li>• An Ontario FNCFS Agency’s “total” Baseline Funding includes funding from both Ontario and funding from ISC.</li> </ul>
<p><b>Prevention Funding</b></p>	<ul style="list-style-type: none"> <li>• In Ontario in 2022-23, 2023-24, and 2024-25 (except for GCT#3), prevention funding was allocated between Agencies and First Nations according to the following approach, which was adopted by leadership at COO SCA in Apr. 2022:             <ul style="list-style-type: none"> <li>• As a first step, Agencies are maintained at their 2020-21 prevention funding level (accessed at actuals)</li> <li>• Then, the remainder of prevention funding is distributed to First Nations</li> <li>• First Nations receive a minimum \$75,000</li> <li>• Non-Agency (unaffiliated) First Nations receive the full \$2,500 per capita amount</li> </ul> </li> <li>• As of April 1, 2025, a new approach will be used nationally that distributes prevention funding between the Agency and the First Nation based on the proportion of the First Nation’s population served by the Agency. This approach results in a more even distribution.</li> </ul>
<p><b>Emergency Funding</b></p>	<ul style="list-style-type: none"> <li>• This funding will be split 50/50 between Agencies and First Nations.</li> <li>• This funding is designed to support responses to unanticipated circumstances related to the delivery of CFS.</li> <li>• The fund will be replenished annually and carry forward of unspent funds will be allowed.</li> <li>• The emergency fund is not intended to replace existing programs, such as ISC’s Emergency Management Assistance Program (EMAP).</li> </ul>
<p><b>FNCFS Capital Funding</b></p>	<ul style="list-style-type: none"> <li>• ISC will continue to fund capital at actuals until March 31, 2025. ISC will fund existing projects to completion on actuals. ISC will also fund new projects to completion at actuals so long as the application is received by ISC by March 31, 2025.</li> <li>• Starting April 1, 2025, access to actuals will be replaced by a fixed national pool of \$2.9 billion for the 10 year term.</li> <li>• The current CHRT 41 application system will be replaced by a new system developed by the Parties with input by First Nations technicians.</li> </ul>
<p><b>Post-Majority Support Services Funding</b></p>	<ul style="list-style-type: none"> <li>• Agencies will continue to be able to access PMSS at actuals until March 31, 2025.</li> </ul>





## First Nations' Funding per the FA

### Prevention Funding

- In Ontario in 2022-23, 2023-24, and 2024-25 (except for GCT#3), prevention funding was allocated between Agencies and First Nations according to the following approach, which was adopted by leadership at COO SCA in Apr. 2022:
  - As a first step, Agencies are maintained at their 2020-21 prevention funding level (accessed at actuals)
  - Then, the remainder of prevention funding is distributed to First Nations
  - First Nations receive a minimum \$75,000
  - Non-Agency (unaffiliated) First Nations receive the full \$2,500 per capita amount
- As of April 1, 2025, a new approach will be used nationally that distributes prevention funding between the Agency and the First Nation based on the proportion of the First Nation's population served by the Agency. This approach results in a more even distribution.
- As of April 1, 2026, in Ontario, the allocation approach noted above will continue to apply until a First Nation tells ISC it wishes to allocate the funding differently.
  - **As of April 1, 2026, a First Nation in Ontario may elect to receive up to 100% of the prevention funding, with any remainder going to its affiliated Agency(ies). Agencies' prevention funding may be reduced or eliminated depending on the choice a First Nation makes.**

### First Nation Representative Services Funding

- In 2023-24, First Nations in Ontario are receiving the highest of the (i) FNRS funding they received in 2019-20, 2020-21, or 2021-22; (ii) \$392 per capita; or \$75,000
- First Nations can access additional funding at actuals only if they have expended 75% of their funding.
- As of 2025-26, access to actuals will end. First Nations in Ontario will receive funding equal to the highest annual amount of FNRS funding from the previous four fiscal years, from 2019/20-2022-23.
  - In subsequent years, First Nations will receive the same funding that they did in the preceding year with adjustments for inflation and population.
- The approach to FNRS funding will be considered as part of the first Program Assessment.
- Funding for FNRS off reserve will continue at actuals through Jordan's Principle.

### Emergency Funding

- Funding will be split 50/50 between Agencies and First Nations.
- This funding is designed to support responses to unanticipated circumstances related to the delivery of CFS.
- The fund will be replenished annually and carry forward of unspent funds will be allowed.
- The emergency fund is not intended to replace existing programs, such as ISC's Emergency Management Assistance Program (EMAP).



## First Nations' Funding per the FA

<p><b>Household Supports Funding (previously termed Poverty Funding)</b></p>	<ul style="list-style-type: none"> <li>• Funding to 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</li> <li>• 100% allocated to First Nations.</li> <li>• In 2024-25, the fund totals 25.5M.</li> </ul>
<p><b>Results Top Up</b></p>	<ul style="list-style-type: none"> <li>• Funding to help with data collection and reporting</li> <li>• 100% allocated to First Nations</li> </ul>
<p><b>IT Top Up</b></p>	<ul style="list-style-type: none"> <li>• Funding to assist with an IT update</li> <li>• 100% allocated to First Nations</li> </ul>
<p><b>FNCFS Capital Funding</b></p>	<ul style="list-style-type: none"> <li>• In 2024-25, ISC will continue to fund capital at actuals until March 31, 2025. ISC will fund existing projects to completion on actuals. ISC will also fund new projects to completion at actuals so long as the application is received by ISC by March 31, 2025.</li> <li>• Starting April 1, 2025, access to actuals will be replaced a fixed national pool of \$2.9 billion for the 10 year term.</li> <li>• The current CHRT 41 application system will be replaced by a new system developed by the Parties with input by First Nations technicians.</li> </ul>
<p><b>Post-Majority Support Services Funding</b></p>	<ul style="list-style-type: none"> <li>• As of April 1, 2025, access to actuals will end and will be replaced by an approach where First Nations receive a direct allocation annually (no applications needed).</li> <li>• First Nations would be the default service provider and Agencies would not receive this funding unless the First Nation chooses to allocate its funding.</li> <li>• Funding for PMSS over the Initial five-year term of the FA is estimated at \$795.8M.</li> <li>• It's estimated that First Nations in Ontario will receive approximately \$315M in PMSS funding over the 10-year period.</li> </ul>
<p><b>Housing Funding</b></p>	<ul style="list-style-type: none"> <li>• Canada committed \$2 billion in the AIP for a national housing fund to address child and family services-related housing issues in First Nations. As of 2024-25, \$1.79 billion remains.</li> <li>• Ontario's share of the fund is about \$336.4 million.</li> <li>• The housing funding will only go to First Nations.</li> <li>• First Nations will receive a \$250,000 base amount with additional funding that will take into account population, overcrowding, and remoteness.</li> <li>• Goes to all First Nations, even those exercising jurisdiction</li> </ul>



## REMOTENESS ADJUSTMENT FUNDING

### With respect to remoteness adjustment funding:

- NAN championed this work and helped develop the new approach to remoteness which uses the Remoteness Quotient Adjustment Factor (RQAF) methodology.
- First Nations and Agencies with a Remoteness Index score at or above 0.4 will receive remoteness adjustment funding. Well over half of First Nations will receive remoteness funding, and the Agencies will receive corresponding remoteness funding.
- Remoteness is added to the funding a First Nation or Agency will receive.
- Remoteness no longer will mean only if you are connected by a road but looks at connection to a municipality or urban centre.
- Prevention, FNRS, results, IT, emergency, household supports, and PMSS funding will be adjusted to account for the increased costs of delivering CFS in remote First Nations.





## Non-Monetary Aspects of the FA

<p><b>Reform Implementation Committee (the “RIC”)</b></p>	<ul style="list-style-type: none"> <li>• This committee will oversee and monitor the implementation of the Reformed FNCFS Program and will make recommendations, at any time, to Canada on needed improvements.</li> <li>• The Committee is majority First Nations led and composed of 12 members with COO, the AFN, NAN, and Canada each appointing 3 members.</li> <li>• There will be subcommittees to address systemic trends and to provide technical advice.</li> </ul>
<p><b>Alternative Dispute Resolution</b></p>	<ul style="list-style-type: none"> <li>• This will be a new ADR system that will handle 2 kinds of disputes:             <ul style="list-style-type: none"> <li>• Parties Disputes between COO, the AFN, NAN, and/or Canada.</li> <li>• Claimant Disputes for First Nations and Agencies to address funding inaccuracies or denial of funding adjustments requests.</li> </ul> </li> </ul>
<p><b>Agency Accountability</b></p>	<ul style="list-style-type: none"> <li>• Every FNCFS Agency will be required to co-develop a Child and Community Wellbeing Plan with the First Nations they serve. It will be a 5-year plan, updated annually, and ISC will enforce Agency compliance with the plan. The plan will cover things like how the Agency is spending its funding (including surpluses) and how the Agency will work to achieve the First Nations’ priorities.</li> </ul>
<p><b>Service Provider Funding Adjustment Requests</b></p>	<ul style="list-style-type: none"> <li>• First Nations and Agencies can both access this stream for additional funding. Requests by First Nations will be prioritized before Agencies if both the First Nation and Agency apply for additional funding relating to the same event.</li> <li>• Agencies can request funding through this process if they can no longer within their funding, and for reasons beyond reasonable control, deliver FNCFS services required by law. Agencies must have the written support of First Nations leadership to do so.</li> <li>• First Nations can request funding through this process if they are unable, within their funding, to respond to prevention needs created by unforeseen events beyond their reasonable control.</li> <li>• First Nations and Agencies can go to ADR regarding denials.</li> </ul>
<p><b>Program Assessments</b></p>	<ul style="list-style-type: none"> <li>• There will be two Program Assessments which will be done by an independent organization.</li> <li>• The first will occur at Year 5 and the organization will produce recommendations for any needed improvements to the program, including funding levels, to the Reform Implementation Committee in the form of a <b>Report</b>.</li> <li>• The RIC will put the recommendations before Canada in the form of an <b>Opinion</b>.</li> <li>• Canada will then review and consider the Opinion and the Report. It’s response will be public.</li> <li>• Disputes about Canada’s decision about implementing the recommendations in the <b>Opinion</b> will be subject to ADR but limited to certain factors. The limitations of the Dispute Resolution Tribunal’s review in this regard are noted on page 17.</li> <li>• The second Program Assessment will occur near year 10 and will be the same as the first but will be focused on what Reformed FNCFS Program will look like post- expiry of the FSA, after Year 11.</li> </ul>



<p><b>Secretariats</b></p>	<ul style="list-style-type: none"> <li>• A National Secretariat will be established by COO, NAN, and the AFN. It will be an independent not-for-profit and will provide guidance on best practices and operations and programming support and data collection.</li> <li>• Regional Secretariats will provide support on data collection and analysis, best practices that are informed by community input, provide regional data to the National Secretariat, and engaging with community and local organizations.</li> <li>• With the support of National Assembly of Remote Communities (or NARC), a Remoteness Secretariat will be established to act as a centre of expertise on remoteness.</li> </ul>
<p><b>Reform of ISC</b></p>	<ul style="list-style-type: none"> <li>• The Expert Advisory Committee (EAC) on the Reform of ISC was established in 2022 to address systemic discrimination and get rid of the 'old mindset' in ISC.</li> <li>• Under the FA, the EAC will be overseen by the RIC and co-chaired by Canada and the AFN.</li> <li>• The EAC will retain a third party organization to evaluate ISC.</li> <li>• A workplan will be developed to reform ISC.</li> <li>• The EAC will eventually be replaced by an independent monitor who will oversee Canada's implementation of the reforms.</li> </ul>
<p><b>Reform of the 1965 Agreement</b></p>	<ul style="list-style-type: none"> <li>• A separate agreement negotiated simultaneously with the FA will set out how COO, NAN, and Canada will work together to reform the 1965 Agreement as well as the principles for reform.</li> </ul>
<p><b>C-92 Safety Net</b></p>	<ul style="list-style-type: none"> <li>• A First Nation that exercises jurisdiction over child and family services under <i>An Act respecting First Nations, Inuit and Métis children, youth and families (C-92)</i> (or a self-government agreement, treaty arrangement, etc.) will be entitled to no less than the funding it would have received under the FNCFS FA in its Coordination Agreement.</li> </ul>
<p><b>Community Wellness Reporting</b></p>	<ul style="list-style-type: none"> <li>• ISC will require FNCFS Agencies to collect data and report on data indicators drawn from the Measuring to Thrive framework. This data collection will support a holistic vision of recipients of the Reformed FNCFS Program and will also support enhanced decision making.</li> </ul>



## PART III

# WHAT WOULD THE FA MEAN FOR FIRST NATIONS IN ONTARIO?

### Implications for First Nations in Ontario

<b>Benefits</b>	<ul style="list-style-type: none"> <li>• Increased funding that is flexible (reallocation, carry-forward), stable for the foreseeable future, accounts for increased costs associated with remoteness, keeps pace with true inflation (CPI)</li> <li>• Recognition of First Nations as vital, front-line service providers that are leading the way in the development and delivery of prevention services (primary and secondary), FNRS, and PMSS</li> <li>• Automatic receipt of PMSS funding – no more applications</li> <li>• Promise of a new-and-improved FNCFS capital funding system</li> <li>• Automatic receipt of housing funding to address CFS needs</li> <li>• Enhanced accountability of Agencies to the First Nations they serve</li> <li>• Safety net for First Nations that exercise jurisdiction under C-92</li> <li>• Access to ADR process for First Nations and Agencies that is more streamlined and culturally appropriate than existing ISC appeal processes</li> <li>• Route to request additional funding from ISC in case of unforeseen events in some circumstances</li> <li>• Operational and data support from Secretariats</li> <li>• Review of effectiveness of funding/program at year 5 and before year 10</li> </ul>
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<b>Costs</b>	<ul style="list-style-type: none"> <li>• Increased responsibility for First Nations in development and delivery of services, which could:             <ul style="list-style-type: none"> <li>• expose/exacerbate capacity challenges, including staffing pressures</li> <li>• increase risk of liability for First Nations for negligence or injury that happens in the delivery of services or in the program buildings; and for claims that the service delivery scheme is inadequate or discriminatory.</li> <li>• result in an increased requirement for data collection and reporting to ISC</li> <li>• require that First Nations engage in more significant planning than before with ISC and its affiliated Agency(ies)</li> </ul> </li> <li>• Adopting the FNCFS FA means leaving behind the current funding situation (i.e., the actuals orders). <b>As of April 1, 2025:</b> <ul style="list-style-type: none"> <li>• Agencies will no longer have access to actuals for: intake and investigation, legal fees, and buildings repairs; FNCFS capital; or PMSS</li> <li>• First Nations will no longer have access to actuals for: FNCFS capital; PMSS; or FNRS (available now if they expend 75%+ of their annual allocation)</li> </ul> </li> </ul>
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## PART IV

### ENFORCEMENT OF THE FA AND RELEASES

Enforcement is mostly achieved through the ADR process outlined in the FA:

- **The Parties** can:
  - take Canada to ADR for interpretation or application of the FA
  - take Canada to ADR if Canada ignores certain decisions of the Reform Implementation Committee as contained in the Initial Program Assessment Opinion.

In the latter case, the Dispute Resolution Tribunal would assess whether Canada's decision was reasonable.

In their analysis, the Tribunal would consider if the recommendations made by the Reformed Implementation Committee were:

- Consistent with the overall principles of the Final Agreement;
- Informed by the findings and recommendations in the Initial Program Assessment Report; and
- Reasonable and prudent.



- **FNCFS Service Providers** can take Canada to ADR if Canada doesn't advance their funding, miscalculates their funding, or on appeal from a request to adjust their prevention / protection funding in case of unexpected circumstances

If Canada fails to advance the money, **the Parties** can go to court to seek a declaration that the agreement is breached and can try to go back to the Tribunal or to court.

Note: it is a risk that it is very hard to enforce agreements against Canada if they don't live up to the FA. Canada enjoys many shields from liability at Canadian law.

Canada also can, at any time, create legislation to override the agreement.

The Courts and Tribunal will remain a last resort if Canada flatly refuses to implement the FA.

**The First Nations parties don't release Canada from liability in the FA.**



## PART V

### WHAT HAPPENS IF THE FA IS NOT FINALLY APPROVED?

Simply put - it's hard to predict. **A variety of circumstances could arise in the near future and beyond.**

#### Current CHRT Orders would remain in place

- First Nations would have the current CHRT Orders on actuals for FNRS, \$2500 per capita for prevention services, capital application process
- Canada might stop advancing some of the funds that were advanced last year – e.g., housing funding, top-ups (which haven't been released this year), the remoteness funding as per the new remoteness approach
- The disadvantages of that approach would remain (e.g., hard to access money in the actuals process for some, but has worked really well for others).

#### Canada could impose a reformed program and go to the Tribunal for approval

- Canada could ask the Tribunal to vary its former orders, or impose the program it wants and seek an order from the Tribunal to vary the prior orders
- This doesn't seem likely with the current government. A changed government may take this step.

#### Further attempts at negotiation could be made

- First Nations could try to settle with Canada again
- It seems unlikely that Canada has an appetite to negotiate again at this time.





## Ongoing litigation

- We would be in a position of trying to change any orders / seek new funding etc through litigation
  - Costly
  - Risky because the Tribunal is getting frustrated, and the Tribunal panel members can be replaced at any time
  - Causes friction among parties at times
  - Slow
  - Litigation has limitations – you can't design a social program through litigation, you never know if you will get what you ask for and the level of detail in implementation is not guaranteed
  - Limitations in this case which was primarily about agency-based funding - there is a limited evidentiary basis to fund more for First Nations than has already been achieved
  - There are limits on what the Tribunal can do and how much control it can exert over a program
  - Any of the “non-monetary” aspects of the deal can't be achieved through litigation – e.g., the Reform Implementation Committee, Secretariats, etc.



## NEXT STEPS

### Information Sessions

- Over the coming months, there will be COO-led information sessions that will take place across the province to help communities better understand how the Final Agreement will support First Nations in improving child and family services in their community.
- At the same time, Indigenous Services Canada will also continue working with and engaging the provinces and Yukon, First Nations (including those not represented by the Assembly of First Nations), First Nations child and family services agencies and service providers on the reformed First Nations Child and Family Services Program.



The Final Agreement will not come into force unless it is approved by First Nations leadership and the Canadian Human Rights Tribunal (or the courts, as necessary).

### Votes at Special Chiefs Assemblies

- COO is holding a Special Chiefs Assembly on October 10 in Toronto where the Final Agreement will be put to an approval vote by the Ontario Chiefs in Assembly.
- The AFN is holding a Special Chiefs Assembly on October 16-18 in Calgary where the Final Agreement will be put to an approval vote by the Chiefs in Assembly.

### Seeking Approval at the Canadian Human Rights Tribunal

- Should the Final Agreement be approved by First Nations leadership at the special Chiefs assemblies, Canada and the First Nations Parties would file a motion with the Canadian Human Rights Tribunal to seek the end of its oversight over the FNCFS Program.
- If the Tribunal approves the Final Agreement (or the courts, as necessary), full implementation of reforms contemplated in the Final Agreement will begin. This could start as early as April 1, 2025.



## CONTACT

**For further inquiries or more information regarding this Summary, please contact:**

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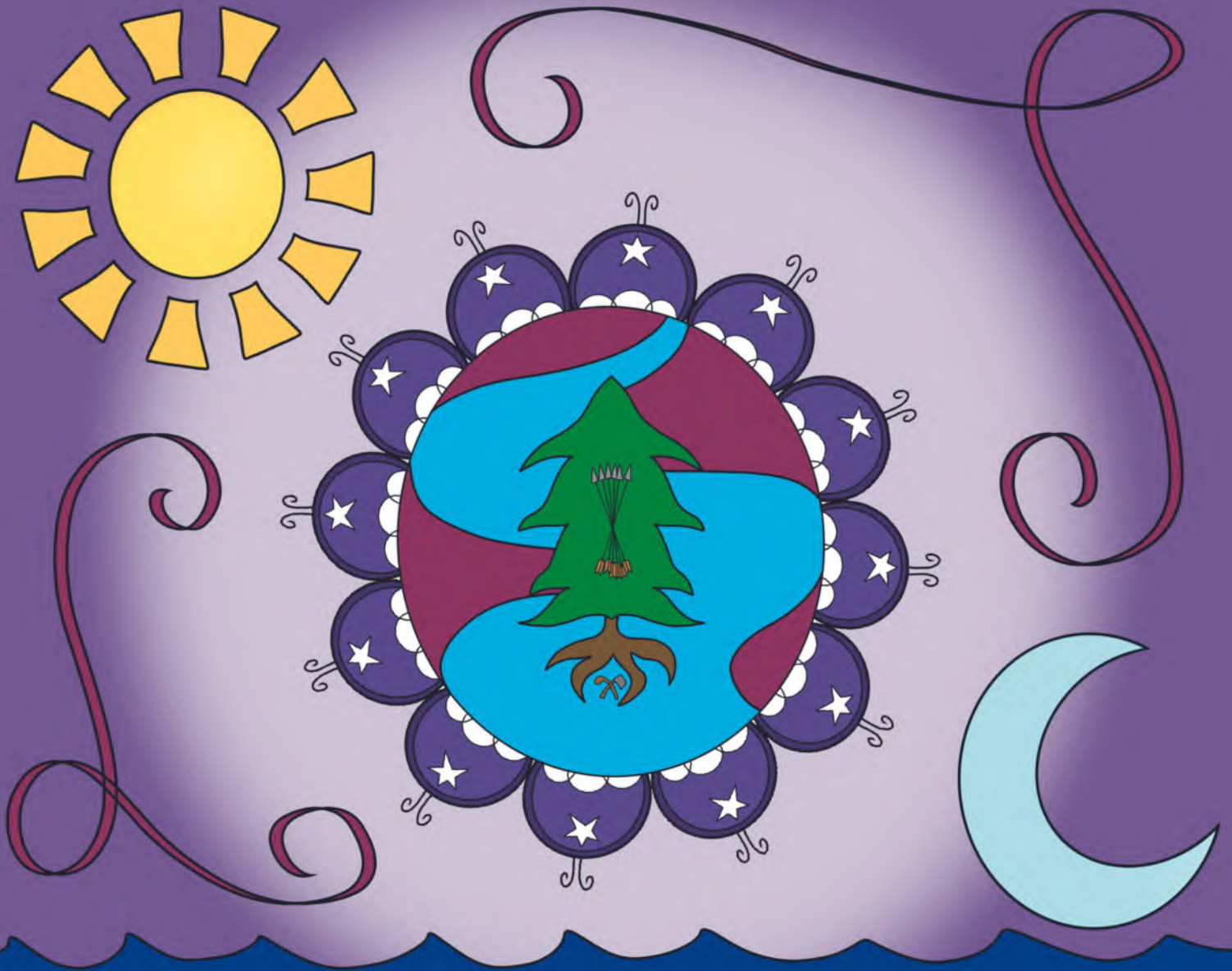
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CHIEFS  
OF ONTARIO

OKT

This is **Exhibit “X”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



# FREQUENTLY ASKED QUESTIONS ABOUT THE LONG-TERM REFORM FINAL AGREEMENT

Chiefs of Ontario (“COO”), the Assembly of First Nations (the “AFN”), Nishnawbe Aski Nation (“NAN”), and the Government of Canada (“Canada”) negotiated the Final Agreement on the Long-Term Reform of the First Nations Child and Family Services (“FNCFS”) Program (the “FA”), which commits \$47.8 billion in funding over a ten-year period for the reform of the FNCFS Program.

The FA is a lengthy and complicated document. This document will provide answers to some of the frequently asked questions at COO information sessions received from First Nation leadership, technicians, and community members with the aim of providing clarity and transparency on some of the FA’s key points.

## FAQS

**Why is the FA limited to ten years only and what protections exist after the ten-year term?**

- It is impossible at Canadian law to bind Canada to an indefinite funding commitment. However, funding **will continue** after the ten year term.
- Canada’s obligation to provide non-discriminatory services to First Nations children under the FNCFS Program continue to exist after the expiry of the FA. If Canada fails to satisfy this obligation, new litigation can be started against Canada.
- The FA also contains some assurances for after year ten. Canada must engage with the Parties on the development of the Reformed FNCFS Program (or another successor program) beyond the ten-year term, must consider recommendations from the Parties in doing so, and must consider embedding the funding approach in legislation.





## Will FNCFS Agency funding be decreased if the Final Agreement is approved and why?

- The FA does not change the way that FNCFS Agencies in Ontario are funded by the provincial government for on- and off-reserve protection, maintenance, and operations. The FA only speaks to the funding that ISC provides to Agencies.
  - Ontario FNCFS Agencies continue to have access to actuals from ISC for intake and investigation, legal fees, and building repairs until March 31, 2025. After that, the FA provides funding for FNCFS Agencies for operations and maintenance. There will be further adjustments to baseline for inflation costs and population growth.
  - FNCFS Agencies have been receiving a share of their affiliated First Nations' prevention funding since April 1, 2022. Starting April 1, 2026, First Nations in Ontario may elect to receive up to 100% of the prevention funding or choose to allocate some to its affiliated Agencies. An FNCFS Agency's funding may decrease as a result of the First Nation's choice on the split of prevention funding.
  - Agencies will continue to have access to funding for capital and post-majority support services at actuals until March 31, 2025. After that, Agencies will continue to have access to capital funding (just no longer at actuals) and will receive PMSS funding only if their affiliated First Nation(s) decides to allocate some of its funding to the Agency, similar to prevention funding.
  - Agencies will be receiving one brand new type of funding: emergency funding, which is split 50/50 between the Agency and the First Nation.
  - In limited circumstances, FNCFS Agencies will be able to submit a Service Provider Funding Adjustment Request should their protection and least disruptive measures funding be insufficient.
- This funding approach recognizes First Nations as leaders in carrying out prevention services and respects that First Nations are best suited to choose whether another service provider should be delivering prevention services in their communities.
  - The new prevention approach will enhance First Nations' decision-making over prevention services.



**Is it true that, as a signatory to the FA, COO is required to promote and speak only positively about the FA?**

- No.
- COO is recommending the FA to First Nations in Ontario because there are significant reforms and benefits for First Nations in the FA. COO is presenting both the benefits and costs and risks of approving the FA. It will ultimately be for First Nations leadership to decide if they approve the FA.
- However, in its engagement and information sessions, and its publicly available materials (like the [Executive Summary](#)), COO is presenting the benefits, costs and risks of approving the FA. COO's primary goal is to educate and inform First Nations leadership, technicians and citizens.

**Why were First Nations not included or consulted in the negotiation process?**

- The COO Negotiating team included COO staff from Social Services, Grand Chief Joel Abram, and Grand Chief (now Ontario Regional Chief) Abram Benedict. The team was advised by an Advisory Committee comprised of Social Services Coordination Unit members and independents, with input and involvement from COO's Chiefs' Committee on Social and COO Leadership Council.
- In addition, the COO Negotiating Team attended dozens of meetings with community technicians and leadership to discuss the FA. The Advisory Committee then consulted within the regions according to their own process. The Advisory Committee reviewed detailed proposals and came to consensus on most proposals and funding allocations.





**Does the Alternative  
Dispute Resolution  
process in the FA  
provide First Nations  
with a similar level of  
protection as the  
Canadian Human  
Rights Tribunal?**

- The decision makers in the Alternative Dispute Resolution (“ADR”) process provided for in the FA will have the ability to make binding orders against Canada, just like the CHRT.
- The decision makers in the ADR process will be First Nations persons who are experienced in social services, human rights, and law.
- The ADR process will handle two types of disputes: disputes between the parties to the FA (COO, AFN, NAN, and Canada) and disputes raised by funding recipients (First Nations and FNCFS Agencies). The ADR process that is accessible by both First Nations and FNCFS Agencies is more streamlined, less costly, and more culturally appropriate than the CHRT. First Nations and FNCFS Agencies can decide **NOT** to use the ADR process in the FA and to instead take their dispute to a court or to the CHRT if they choose. **The FA does not at all limit their right to do so.**



Why is it not better to remain with the status quo (the current orders)?




- There are **NO** current orders about several of the funding components in the FA, including housing, remoteness, emergency, household supports, results, and IT.
- The only orders that currently exist to provide funding directly to First Nations relate to funding at actuals for First Nations (Band) Representative (“FNRS”) funding and FNCFS capital funding. Post-majority support services (“PMSS”) have also been funded at actuals since April 1, 2022, on agreement of the parties.
- We know that Canada wants to move away from the actuals process. If the Final Agreement fails, Canada could seek to replace the orders and impose a new way of funding FNRS, capital, and PMSS. Canada could do this in combination with either replacing the Tribunal members currently sitting, amending the Canadian Human Rights Act, and/or cutting funding of the CHRT so that it is no longer able to operate effectively. This is made all the more likely if there is a change of government.
- COO and others could fight Canada but such a battle would likely mean lengthy litigation.

Does Canada have new or more expansive powers over First Nations and FNCFS Agencies under the FA?

- Canada is part of the Reform Implementation Committee (the “RIC”), which is tasked with overseeing the implementation of the Reformed FNCFS Program, but is only 1 of 4 Parties (the others being COO, AFN, and NAN) and holds only 25% of the committee’s seats. The rest of the seats are occupied by COO, NAN, and the AFN, ensuring majority First Nations representation on the RIC.
- The FA does not give Canada any powers over internal First Nation decision making.

First Nations have long called to make FNCFS Agencies more accountable to the First Nations they serve and to make Agencies more responsive to their affiliated First Nations' needs. The FA contains new and creative mechanisms to enhance Agency accountability, including some mechanisms that are enforced against the Agency by Canada.



Is it true that COO, the AFN, NAN, and their lawyers are all getting paid as a result of the FA?

- No.
- Canada is reimbursing the AFN, COO, and NAN for reasonable legal costs incurred in the negotiation of the FA up until the approval of the FA **only**. It is common to have one party, in this case Canada, bear these costs in the context of negotiating large agreements.

- The AFN, COO and NAN are **not** receiving any operations funding under the FA other than funding to support for their participation in the RIC. This funding be used to cover the costs of the representatives chosen to serve on the RIC. The work of the RIC will be intensive and committee members should be reimbursed for their time and labour, as well as have their travel and meeting costs covered by Canada.

Does the funding for RIC and the committees, secretariats, etc. responsible for the governance of the Reformed FNCFS Program come out of the funding that will go First Nations and FNCFS Agencies?

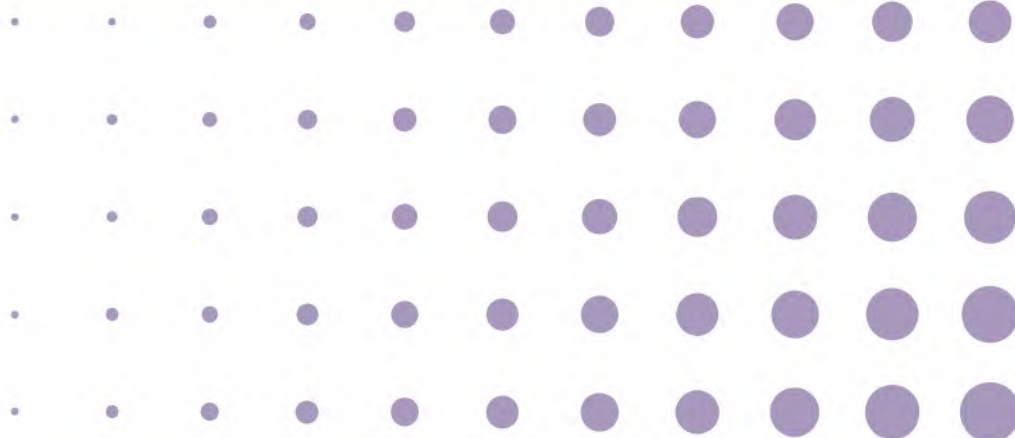
- Funding to support the various secretariats, the RIC and its subcommittees, the Expert Advisory Committee in its work to reform ISC, the various remoteness-focused bodies, the ADR system, the Program Assessments, and the First Nations parties' legal fees **was negotiated separately**.
- None of the costs listed above will be paid out of the funding meant for First Nations and FNCFS Agencies.
- It was **critical** that the FA guarantee funding to ensure the proper governance and implementation of the FA and the Reformed FNCFS Program.



## Why does Ontario have a unique approach to funding First Nations Band Representative services (also known as Band Rep) as compared to the rest of the country?



- In Ontario, First Nations Representative Services have been operating long before the CHRT litigation that led us here today. In 2018, COO won at the CHRT and Canada was ordered to fund the actual cost of Band Rep services in Ontario. This resulted in Band Rep programs in Ontario growing in capacity and increasing service levels for their programming even further.
- Ontario's child welfare legislation, the *Child, Youth and Family Services Act, 2017* is the most advanced when it comes to the roles and responsibilities of Band Reps.
- It was only recently that *An Act respecting First Nations, Inuit and Métis children, youth and families* (Bill C-92) detailed the role of Band Reps nation-wide and that Band Rep funding become available outside of Ontario.
- First Nations in Ontario are funded for Band Rep at a slightly higher level than First Nations outside of Ontario because programming in Ontario is on a different level here and adequate funding is required to continue meeting the needs of First Nations children, families, and communities.





**How does the Final Agreement affect First Nations that exercise jurisdiction over child and family services under the federal legislation (Bill C-92)?**

- If a First Nation has already exercised jurisdiction and has implemented its law, the FA does not apply to it apart from their entitlement to housing funding.
- If a First Nation is currently negotiating its Coordination Agreement or draws down jurisdiction sometime in the future, the FA guarantees that a First Nation that exercises jurisdiction under C-92 will be entitled to **no less than** the funding it would have received under the Final Agreement in its Coordination Agreement to run their CFS program.



**The Final Agreement says that the long-term approaches to PMSS and FNCFS capital funding are still being developed, as well as the Terms and Conditions for the FNCFS Program. When will this information be shared publicly?**

- COO, the AFN, NAN, and Canada are working hard to finalize draft documents to share. Information will be announced and posted to COO's website as soon as possible.



## Why are children, youth, and families residing off-reserve excluded in the Final Agreement?

- The FA is an agreement between COO, the AFN, NAN, and Canada to settle the CHRT litigation and orders already made by the CHRT.

- The CHRT litigation related **only** to ISC's discrimination against First Nations children living on reserve due to unequal funding and the CHRT **only** ordered Canada to reform its on-reserve child welfare program.

- Services for off-reserve members along with several other important matters are beyond the scope of this settlement agreement. First Nations in Ontario will have to develop a strategic about how to improve services and funding to serve their off-reserve citizens.



This is **Exhibit Y**” to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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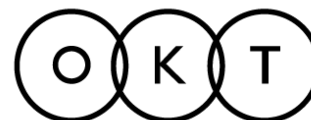
*A Commissioner for taking Affidavits*

# Funding under the Final Agreement on Long-Term Reform of the FNCFS Program

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Maggie Wente, Jessie Stirling, Ashley Ash

*Current to October 4, 2024*

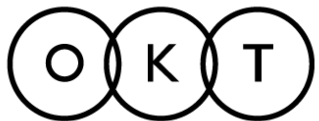


*Your sovereignty. Your prosperity. Our mission.*



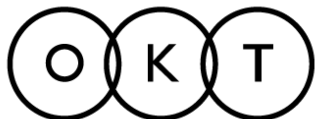


- This presentation was prepared by COO's lawyers from Olthuis Kleer Townshend LLP.
- This presentation is to assist First Nations with an orientation to and interpretation of the funding under the Final Agreement. It is for information only and isn't legal advice.
- COO recommends the Final Agreement, but its advice to First Nations in Ontario is that First Nations should make their choices.



# Key Terms

- FNCFS Program – the First Nations Child and Family Services Program administered by ISC that funds child and family services for First Nations children, youth, and families residing on-reserve
- Reformed FNCFS Program – the FNCFS Program after the reforms contained in the Final Agreement have been implemented
- Reformed FNCFS Funding Approach –the multi-year funding structure established by the Final Agreement



# Overview of this Presentation

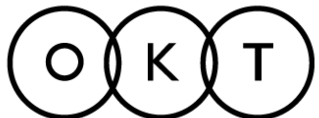
This presentation covers:

**1** Funding Commitment in the Final Agreement

**2** The Reformed FNCFS Funding Approach

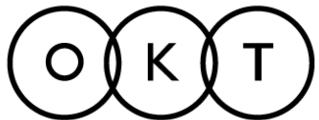
**3** Accounting for the \$47.8 Billion

**4** Resources & Important Dates



# Funding Commitment in the Final Agreement

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# Total Funding Commitment

The Final Agreement commits **\$47.8 billion** over **10 years** retroactive to April 1, 2024 to implement the Reformed FNCFS Program.

This amount includes:

- ⚙️ Funding to First Nations and FNCFS Agencies to deliver services
- ⚙️ Housing funding for First Nations to help address CFS-related housing issues
- ⚙️ Other amounts to support the Reformed FNCFS Program, including funding for governance and dispute resolution



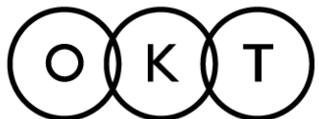
# The Reformed FNCFS Funding Approach

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# Features of the Reformed FNCFS Funding Approach

- **Flexibility** – First Nations and Agencies will be able to **re-allocate** funds across components of the Reformed FNCFS Funding Approach and **carry forward** unexpended funds
- **Adjustments for Inflation** – All funding components will be adjusted annually for inflation in accordance with the **Consumer Price Index (CPI)**
- **Adjustments for Population** – Certain funding components are adjusted for **growth in population**



# Components of the Reformed FNCFS Funding Approach



Baseline Funding



Emergency Funding



Prevention Funding



Household Supports Funding



First Nation Representative Services Funding



Post-Majority Support Services Funding



Results Funding



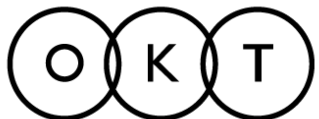
FNCFS Capital Funding



Information Technology (IT) Funding



Remoteness Adjustment Funding







# Baseline Funding (Agencies Only)

- Baseline funding supports FNCFS Agencies' operations, maintenance (protection), and least disruptive measures costs
- **Note:** The FA **does not** impact the way Ontario FNCFS Agencies are funded by Ontario under the Ontario Funding Formula. The FA only speaks to the funding that ISC provides to FNCFS Agencies.
- FNCFS Agencies in Ontario will continue to have access to actuals from ISC for intake and investigation, legal fees, and building repairs up **until March 31, 2025**.
- **Starting April 1, 2025**, ISC will provide FNCFS Agencies with an amount equal to the funding they accessed at actuals in 2022-23, adjusted for inflation and population growth. This amount will be adjusted for inflation and population growth in subsequent years.





# Prevention Funding in the Past

- In 2022, the CHRT ordered ISC to fund prevention for First Nations and Agencies at \$2,500 per total on-reserve resident (adjusted annually for inflation).
- The \$2,500 amount was developed through research by the [Institute of Fiscal Studies and Democracy](#) (IFSD).
- In 2022-23, 2023-24, and 2024-25, a portion of the prevention funding attributable to a First Nation was directed to its affiliated FNCFS Agency. First Nations not affiliated with an FNCFS Agency received all of its prevention funding.
- In Ontario, the model used for divvying up prevention funding was determined by Leadership.



# ♥ Prevention Funding in the Future

## In 2025-26

- The per capita amount will continue to be adjusted annually for inflation. The per capita amount for 2024-25 was \$2,603.55 and it will be adjusted for inflation for 2025-26.
- No First Nation will receive less than \$75,000
- Non-Agency (unaffiliated) First Nations continue to receive the full per capita amount (unless they are affiliated with Mnaasged Child & Family Services)

## As of April 1, 2026

- ***Increased First Nation control, choice, and decision-making over its prevention funding and prevention services for its members***
- Option to have all prevention money directed to First Nations as of April 1, 2026
- First Nations can decide how prevention services will be delivered: direct prevention money to their agencies, collaborate with other First Nations, purchase services, or provide services themselves





# First Nation Representative Services (Band Rep) Funding

- **In 2024-25, First Nations in Ontario** are receiving the highest of: (i) the FNRS funding they received in 2019-20, 2020-21, or 2021-22; (ii) \$392 per capita; or (iii) \$75,000 and can access additional funding at actuals only if they have expended 75% of their funding and have a plan for the remaining 25%
- **In 2025-26, First Nations in Ontario** will no longer have access to funding at actuals. Instead, they will receive funding equal to its highest annual amount of FNRS funding over 2019-20 to 2022-23 (including any actuals accessed), adjusted for inflation and population growth. First Nations will receive this amount in subsequent fiscal years, adjusted for inflation and population growth.
- Notes:
  - The approach to FNRS funding in Ontario for Years 6-10 will be considered in the Initial Program Assessment
  - Funding for FNRS off-reserve in Ontario **will continue to be available at actuals** (end date unknown)



# Results, IT, Emergency, and Household Supports Funding



## Results Funding

- Funding to help with data collection and reporting (which are enhanced under the FA)
- 100% allocated to First Nations



## Information and Technology (IT) Funding

- Funding to assist with an IT update
- 100% allocated to First Nations



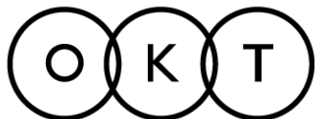
## Emergency Funding

- Funding to assist First Nations and Agencies handle CFS-related emergencies
- split 50/50 between First Nations and Agencies



## Household supports funding (formerly called 'poverty' funding)

- Funding to 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
- National fund, replenished annually
- In 2024-25, the fund totals **\$25.5 million**
- 100% allocated to First Nations.
  - A First Nation's allocation is calculated by based on its share (%) of the total national population of individuals living in low-income households on reserve.





# Post-Majority Support Services Funding

- **Until March 31, 2025:**

- ISC will continue to fund post-majority support services (PMSS) at actuals
- Application-based process open to First Nations and Agencies
- For youth who:
  - are in out-of-home care approaching the age of majority, or who aged out of care and haven't yet turned 26; and
  - who were ordinarily resident on reserve at the time they were taken into care that were placed to live outside of the family/home of origin and youth who are now ordinarily resident on reserve or are taking active steps to reside on reserve
- The term 'care' is broadly defined and captures a variety of arrangements, including and not limited to customary care, extended society care, guardianship, custody, alternate care, kith, and kinship care, as well as adoption.
- Eligible costs:
  - direct costs (rent, food, school, health, etc. paid directly to youth); and
  - indirect costs (costs incurred by First Nation/Agency to deliver PMSS – ex. salaries, operating costs)



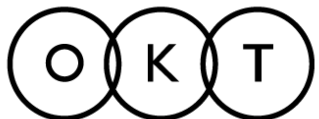


# Post-Majority Support Services Funding

- **Starting April 1, 2025:**

- Access to actuals will end and will be replaced by a **national pool of \$1.79 billion** over the 10-year term of the Final Agreement
- First Nations would be the default provider of PMSS
  - First Nations would receive a funding allocation annually. **No application required!**
  - Agencies would not receive PMSS funding unless its affiliated First Nation(s) tells ISC that it wants to share
- A First Nation's annual allocation will be \$75,000 (base amount) + additional funding based on their eligible PMSS population (calculated using a combination of IRS and IMS/DMS (or 'Children in Care') figures).
- In 2025-26, First Nations in Ontario will receive an estimated \$40.5 million in PMSS funding (including remoteness)

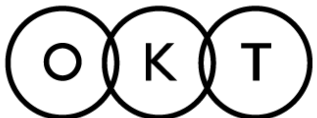
**Note:** There is no CHRT order regarding PMSS which makes it less likely that ISC will continue to fund this service if there is no Final Agreement





# FNCFS Capital Funding

- **Until March 31, 2025**, ISC will continue to fund FNCFS capital at actuals. Specifically,
  - ISC will fund existing projects at the design or construction phase to completion at actuals; and
  - ISC will fund new capital funding requests (for design and construction) to completion at actuals so long as the request is received by March 31, 2025 and the project is eligible
- **Starting April 1, 2025**, two main changes will happen:
  - **Access to actuals will end** and will be **replaced by a national pool of \$2.9 billion** over the 10-year term of the Final Agreement that is accessible by First Nations and Agencies
  - **Current capital process (CHRT 41) will be replaced by a new and improved process** that, on an annual basis, will allocate funding to support:
    1. Operations & Maintenance (O&M) costs on assets which have already been built or purchased through CHRT 41 or the new capital process (funded at 100%)
    2. Ongoing projects that have already been approved through CHRT 41 or the new capital process
    3. New projects







# FNCFS Capital Funding

Key features of the new and improved capital process under the Final Agreement:

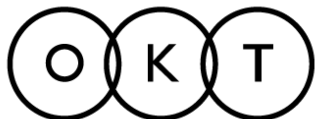
- **Intake –**
  - Intake process for FNCFS capital will be integrated with overall community infrastructure planning process to promote alignment with broader community planning and to allow for consideration of dependencies (i.e., the need for underlying infrastructure investments such as roads, water mains, sewage mains and electrical connections)
- **Eligibility –**
  - Continue to be based on the linkage between the requested capital asset and the delivery of FNCFS funded services
  - Funding will continue to be provided for capital assets off-reserve so long as their function is to support the delivery of FNCFS services to First Nations children, youth, and families on-reserve
- **Prioritization –**
  - COO, NAN, AFN, and Canada will develop a framework by January 2025 for prioritizing new projects/determining the order that they will be funded
- **Approval –**
  - Streamlined approval process where all eligible projects are reviewed by a national body that includes representatives with relevant expertise in managing infrastructure projects and delivery of the FNCFS program
  - Funding will be provided as required as the project moves through the phases of the capital project life cycle. **Requestors will no longer be required to submit a new Capital Funding Request Form at each phase to access funding!**
  - Once a project is approved, it will be supported by ISC officials with relevant experience in the rollout of infrastructure projects. **Primary point of contact during projects will no longer be FNCFS regional offices.**





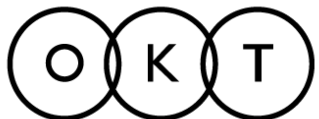
# Remoteness Adjustment Funding

- First Nations with a Remoteness Index score **at or above 0.4** will have their prevention, FNRS, results, IT, emergency, household supports, and PMSS funding adjusted upwardly to account for the increased costs of delivering child and family services in remote First Nations
- The Remoteness Index is a Stats Canada tool that places every community in Canada on a scale of 0 (not remote) to 1 (most remote).
- Approximately **85** out of the total 128 First Nations in Ontario that are funded by the FNCFS Program have remoteness scores at or above 0.4 and will therefore receive remoteness adjustment funding
- How *much* remoteness adjustment funding a First Nation is determined using the Remoteness Quotient Adjustment Factor (RQAF) methodology, which was championed by Nishnawbe Aski Nation. This is a brand-new approach to remoteness that produces a unique “% adjustment” for each First Nation based on its Remoteness Index score and other factors. The greater the Remoteness Index score, the greater the % adjustment.
  - The average % adjustment for First Nation in Ontario eligible to receive remoteness adjustment funding is **62%**



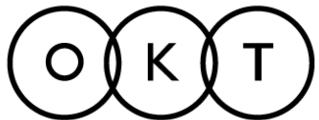
# Note Re: Terms and Conditions

- Terms and Conditions for the Reformed FNCFS Program are available on the COO & NAN website, [FNCFSReform.ca](https://FNCFSReform.ca) here.
- The Terms and Conditions describe, among other things:
  - Eligible activities & expenditures for each component of the Reformed FNCFS Funding Approach (e.g., prevention, FNRS, PMSS). **Terms are flexible and allow for First Nations-defined services.**
  - Adjustments to funding components for remoteness, inflation, and population (where applicable)
  - The flexible funding approach (i.e., reallocation and carry forward)
  - Planning and reporting requirements related to the funding components



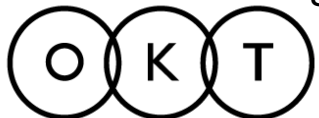
# Accounting for the \$47.8 Billion

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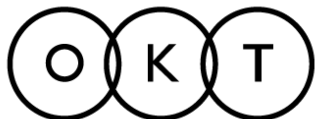
# Amounts Included in the \$47.8B

- The Final Agreement's **\$47.8 billion** funding commitment includes:
  - Funding to First Nations and FNCFS Agencies to deliver services (i.e., the Reformed FNCFS Funding Approach) **totalling \$45.79 billion (or 95.8% of the total funding commitment)**
  - Funding to support the following:
    - ✓ National Secretariat and regional secretariats to assist First Nations and FNCFS Agencies with data and operations
    - ✓ Participation costs for members of the Reform Implementation Committee
    - ✓ Technical Advisory Committee (a subcommittee of the RIC)
    - ✓ Expert to monitor the reform of ISC (i.e., eliminating the discriminatory “old mindset”)
    - ✓ Remoteness Secretariat, NARC, and the NAN-CAN RQ Table
    - ✓ Dispute Resolution Tribunal established by the Final Agreement for the parties and for First Nations and Agencies
    - ✓ Research done/paid for by ISC to advance the purposes and principles of the FA, including research related to the mandatory cultural humility training for ISC employees
    - ✓ ISC's legal costs related to the administration of the FNCFS Program**totalling \$223.90 million**
  - Housing funding for First Nations to help address CFS-related housing issues **totalling \$1.79 billion**



# Housing Funding

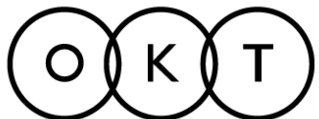
- **Canada committed \$2 billion in housing funding to address child and family services-related housing issues in First Nations**
  - Year 1 of the funding was released in 2023-24.
  - The remaining funding – **\$1.79 billion** – will be distributed over 2024-25 to 2027-28.
  - Ontario's share of the \$1.79 billion is approximately **\$336.4 million** (or about 1/5<sup>th</sup>)
- **The housing funding will be allocated to First Nations only.** Each First Nation will receive:
  - A \$250,000 base amount
  - Plus, additional funding according to a formula that considers the First Nation's population, the proportion of people living in households with more than one person per room (aka overcrowding), and the Remoteness Index score of the First Nation.
- **How will the funds be delivered?**
  - First Nations will receive a personalized letter from ISC stating their 4-year funding forecast
  - ISC will flow the funding to First Nations in the first quarter of each fiscal year. **No application is required!**
  - Carry-forward of unspent amounts is allowed
  - The housing funding will go to all First Nations, including self-governing and modern treaty First Nations and First Nations exercising jurisdiction under C-92
  - First Nations will be encouraged to dedicate funding to meet the needs of children and youth. However, should First Nations choose, they can use these funds to address other housing needs. First Nations will have to report to ISC on how they spent their funding.



# Funding Over and Above the \$47.8 Billion

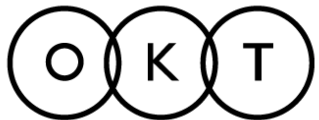
The Final Agreement's **funding commitment is greater than \$47.8 billion** as ISC has committed to fund the following at their full cost using funds outside of the \$47.8 billion pot:

- Secretariat support for the Reform Implementation Committee
- Two comprehensive Program Assessments (to evaluate the effectiveness of the FNCFS program and make recommendations for improvements in subsequent years)
- Expert Advisory Committee
- Cultural humility training for ISC employees
- Legal fees of AFN, COO, and NAN



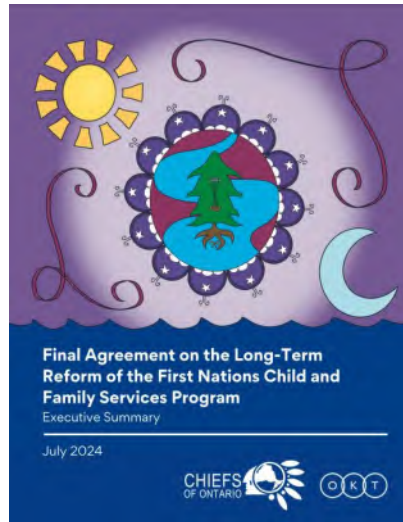
# Resources & Important Dates

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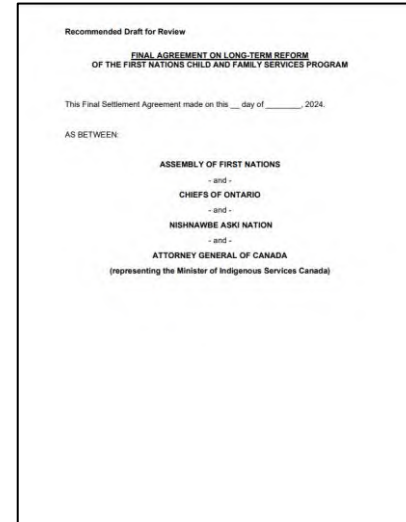
# Resources Available on [FNCFSSReform.ca](https://FNCFSSReform.ca)



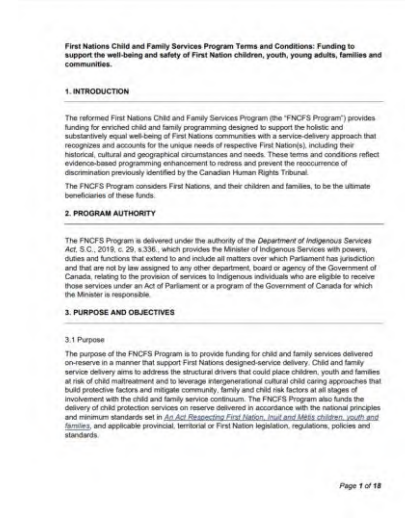
Executive Summary



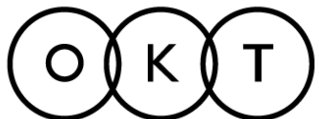
FAQs



Full Agreement



Terms & Conditions

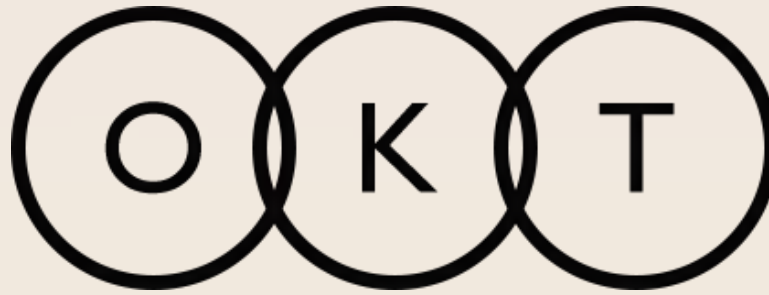


# Important Dates

## Special Chiefs Assemblies

- NAN SCA at Chelsea Hotel in Toronto (Hybrid) – **October 9<sup>th</sup>** – ratification vote by NAN Chiefs (website linked [here](#))
- COO SCA at Chelsea Hotel in Toronto (Hybrid) – **October 10<sup>th</sup>** – ratification vote by Ontario Chiefs (website linked [here](#))
- AFN SCA at the BMO Centre in Calgary (Hybrid) – **October 16-18<sup>th</sup>** – ratification vote by Chiefs-in-Assembly (website linked [here](#))





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Ashley Ash – [aash@oktlaw.com](mailto:aash@oktlaw.com)



This is **Exhibit “Z”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



September 3, 2024

Dear Leadership,

In the spirit of the First Nations Child and Family Caring Society's (Caring Society) constructive and solutions-based approach, I am writing to share our proposed amendments to the draft Final Settlement Agreement (FSA) on long-term reform of the First Nations Child and Family Services (FNCFS) program, for your consideration and response.

Since the release of the draft FSA, the Caring Society has been undergoing a thorough review of the draft FSA and had the privilege to meet with First Nations leadership and experts across Turtle Island to discuss the monumental task that is in front of us: eradicating discrimination against First Nations children, for this generation and all future generations to come. The Caring Society takes this sacred responsibility seriously and we remain deeply committed to reforming the FNCFS program.

The feedback and proposed amendments contained here is not exhaustive and the language may evolve and change as we continue to receive feedback and have conversations with leadership and experts. In the coming days we will be sending you a suggested process for receiving and executing amendments.

We look forward to your response and feedback on the proposed amendments.

Respectfully,

Cindy Blackstock,  
Executive Director  
First Nations Child and Family Caring Society of Canada

# First Nations Child and Family Caring Society Proposed Amendments to the Draft Final Settlement Agreement

DRAFT FOR DISCUSSION

September 3, 2026

## Explanatory Note

The Caring Society has drafted the following proposed amendments which will be sent to the Draft First Nations Child and Family Services Final Settlement Agreement Parties for their consideration. These amendments represent some of the key changes the Caring Society is seeking but is not an exhaustive list. The amendments will require additional definitions which the Caring Society will draft shortly. For more information on the Caring Society's positions on reforming First Nations Child and Family Services please see [here](#)

## Purpose

The purpose of a reformed approach to First Nations Child and Family Services is to ensure that First Nations children, youth, and families have access to effective and culturally based interventions to prevent and respond to child maltreatment and ensure they can thrive in a manner consistent with applicable child protection legislation and legal orders, including but not limited to *An Act respecting First Nations, Inuit and Métis children, youth and families*, SC 2019, c 24; the *Canadian Human Rights Act*, R.S.C., 1985, c. H-6; the orders of the Canadian Human Rights Tribunal in *First Nations Child and Family Caring Society et al. v Attorney General of Canada*, T1340/7008; the *United Nations Declaration on the Rights of Indigenous Peoples*; and the *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c. 14.

## Additional Principles

1. Honour of the Crown
2. Canada has the sole onus to cease the discrimination and prevent recurrence
3. Intergenerational equity,
4. Transparency, accountability, inclusivity

## Governance and Dispute Resolution

Current Wording of the Draft FSA	Proposed Amendment to the Draft FSA
<p><b>PART XIV – GOVERNANCE OF THE REFORMED FNCFS PROGRAM</b></p> <p><b>Paras 145-152</b></p> <p>This part sets out that the Reform Implementation Committee (the “<b>RIC</b>”) shall oversee and monitor the implementation of the Reformed FNCFS Program. The RIC shall receive input, recommendations, or observations from the Parties, and the various committees under the Draft FSA:</p> <ul style="list-style-type: none"> <li>• Expert Advisory Committee</li> <li>• NAN-Canada Remoteness Quotient Table</li> <li>• NARC-Canada Remoteness Quotient Table</li> <li>• National Secretariat</li> <li>• Systemic Review Committee (SRC)</li> <li>• Technical Advisory Committee (TAC)</li> </ul> <p>The RIC will also support the oversight of the Program Assessment Organization and prepare the Program Assessment Opinions and executive summaries for the Parties and the public. Meeting and work product of the RIC will be confidential and not available to the public.</p> <p>Canada shall provide \$22.2 million to AFN, COO, and NAN over the term of the FSA to support their participation in the RIC.</p>	<p><b>Replace the RIC with the Chiefs Committee</b></p> <p>Affirm that all First Nations Chiefs are the decision makers on the Reformed Funding Approach on National matters and that First Nations Chiefs are the decision makers on matters affecting their Nations or Region or Sub-Region.</p> <p>Establish a National Children’s Chiefs Committee (the “<b>NCCC</b>”) composed of regional First Nations representatives who are knowledgeable in child and family services and are chosen by the Chiefs in the Regions that operates in a transparent, inclusive and accountable manner and reports to Chiefs in Assembly and First Nations who are not members of AFN. The NCCC will bring material decisions regarding the Reformed Funding Approach to Chiefs in Assembly and First Nations who are not members of AFN for decision making. Regional Chief’s processes are to be respected</p> <p>Reconvene the National Advisory Committee (the “<b>NAC</b>”) with regional representation and the Parties to provide technical advice to the Chiefs’ Committee and to Chiefs in Assembly and First Nations who are not member of AFN and regional Chiefs’ bodies as requested. The NAC will operate in an inclusive, transparent and accountable manner.</p> <p>All references to the RIC in the Draft FSA shall be replaced with the NCCC.</p> <p>Dissolve the Systemic Review Committee and the Technical Advisory Committee and reallocate those funds to benefit children.</p> <p>The NCCC, NAC and EAC will be presumptively public.</p>

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<p><b>National Secretariat &amp; Regional Secretariat – Para. 108-117</b></p> <p>This part sets out the function, governance and data inputs and management. The Draft FSA states that the National Secretariat shall be independent from the Government of Canada. It shall be First Nations-led, apolitical, not-for-profit. The National Secretariat shall be established with two sectors: (i) a Best Practices and Programming sector and (ii) a Data and Evidence sector.</p> <p>The membership of the National Secretariat shall be the AFN, COO and NAN. The AFN shall incorporate the National Secretariat. The draft Articles and Bylaws for the National Secretariat are found at Appendix 9.</p>	<p><b>Replace National Secretariat Model with NAC oversight</b></p> <p>The terms of reference of the National Secretariat will be withdrawn and the NAC will develop models for the National Secretariat and regional secretariats for recommendation to the NCCC and decision making by First Nations, including in relation to membership.</p>
<p><b>Scope and Jurisdiction of the EAC – Para. 202</b></p> <p>202 The Reform Implementation Committee shall oversee the Expert Advisory Committee, including providing direction and guidance as required. The terms of reference of the Expert Advisory Committee are attached at Appendix 7, which may be updated by the Reform Implementation Committee.</p> <p>[Paras. 204-218 set out the reporting structure of the EAC and their mandate]</p>	<p><b>Replace para. 202 with the following:</b></p> <p>202 The Expert Advisory Committee shall be an independent open, and transparent committee established to respond to the reasons and guidance of the Tribunal in 2022 CHRT 8 and previous rulings including 2016 CHRT 2. The Expert Advisory Committee shall develop its own Terms of Reference, which shall be public, and Canada shall provide adequate funding to the EAC to fully discharge its responsibilities.</p> <p><b>Paragraphs 204-218 will require adjustment to reflect the EAC’s own approach to its work and regular reporting to the CHRT and First Nations in Assembly.</b></p>
<p><b>Selection and Oversight of the Program Assessment Organization – Paras. 167, 172 and 173</b></p> <p>167 the AFN shall initiate a separate request for proposal to select and retain the Program Assessment Organization(s) to conduct each of the Program Assessment(s), on the advice of the Reform Implementation Committee.</p>	<p><b>Replace paras. 167, 172 and 173 with the following:</b></p> <p>167 The NAC shall oversee and recommend an organization to the NCCC as the Program Assessment Organization(s) to conduct each of the Program Assessment(s). The NCCC shall consider and review the NAC’s recommendation and seek input from the Chiefs in Assembly and First Nations not affiliated with the AFN regarding the selection of the Program Assessment (Organization(s)).</p>



Current Wording of the Draft FSA	Proposed Amendment to the Draft FSA
<p>172 The AFN shall oversee the Program Assessment Organization and, on the advice of the Reform Implementation Committee, may provide guidance on:</p> <ul style="list-style-type: none"> <li>(a) the design and methods of the Program Assessment;</li> <li>(b) relevant information, research, reports, and experts; and</li> <li>(c) the participation of First Nations service providers, knowledge holders, and experts in the Program Assessment process.</li> </ul> <p>173 The Program Assessment Organization shall solicit and consider input from the following groups:</p> <ul style="list-style-type: none"> <li>(a) FNCFS Service Providers;</li> <li>(b) Provincial and Yukon governments providing child and family services for Non-Agency First Nations;</li> <li>(c) The National Secretariat; and</li> <li>(d) Other groups identified by the AFN, on the advice of the Reform Implementation Committee</li> </ul>	<p>172 The NAC shall oversee the Program Assessment Organization and, on the advice of the NCCC, may provide guidance on:</p> <ul style="list-style-type: none"> <li>(a) the design and methods of the Program Assessment;</li> <li>(b) relevant information, research, reports, and experts; and</li> <li>(c) the participation of First Nations service providers, knowledge holders, and experts in the Program Assessment process.</li> </ul> <p>173 The review conducted by the Program Assessment Organization shall be transparent, inclusive, and accountable including publicly posting the study methods, sample sizes and criteria, findings and recommendations. The Program Assessment Organization shall solicit and consider input from the following groups:</p> <ul style="list-style-type: none"> <li>(a) FNCFS Service Providers;</li> <li>(b) Provincial and Yukon governments providing child and family services for Non-Agency First Nations;</li> <li>(c) The NAC; and</li> <li>(d) Other groups identified by the NCCC</li> </ul>
<p><b>Dispute Resolution Regarding Initial Program Assessment – Para. 231</b></p> <p>In a Parties’ Dispute concerning Canada’s decision about whether or how any recommendations contained in the Initial Program Assessment Opinion will be implemented, the Dispute Resolution Tribunal shall assess the reasonableness of Canada’s decision and may order any remedy that could at common law be awarded on judicial review, subject to the limitations contained in paragraph 241. In conducting its review, the Dispute Resolution Tribunal shall consider, among other factors:</p> <ul style="list-style-type: none"> <li>(a) whether the recommendations contained in the Initial Program Assessment Opinion are consistent with the principles and limitations in paragraph 186;</li> </ul>	<p><b>Replace para. 231 with the following:</b></p> <p>In a Parties’ Dispute concerning Canada’s decision about whether or how any recommendations contained in the Initial Program Assessment Opinion, there shall be a presumption that the findings and recommendations of the Initial Program Assessment Opinion ought to be implemented. The Dispute Resolution Tribunal may order any remedy that could be made in accordance with section 53(2) of the <i>Canadian Human Rights Act</i>, RSC 1985, c. H-6. In conducting its review of a Parties’ Dispute regarding the Initial Program Assessment Opinion, the Dispute Resolution Tribunal shall consider, among other factors:</p> <ul style="list-style-type: none"> <li>(a) whether the recommendations contained in the Initial Program Assessment Opinion are consistent with the principles of An Act</li> </ul>

Current Wording of the Draft FSA	Proposed Amendment to the Draft FSA
<p>(b) whether the recommendations contained in the Initial Program Assessment require an amendment to this Final Settlement Agreement;</p> <p>(c) the Program Assessment Report; and</p> <p>Canada's reasons for its decision, if any.</p>	<p>Respecting First Nations, Inuit and Metis children, youth and families and other applicable legislation including First Nations legislation;</p> <p>(b) whether Canada's refusal to implement the recommendations contained in the Initial Program Assessment Opinion demonstrate beyond a reasonable doubt that its decision is evidence based and in the best interest of the child, substantive equality, is culturally appropriate, non-regressive and takes into full consideration the unique circumstances of the community. Canada's intentions or reasons shall not be considered in the analysis and shall be provided in a timely manner; and</p> <p>(c) the Program Assessment Report</p>
<p><b>Jurisdiction of the Dispute Resolution Tribunal – Paras. 240 &amp; 241</b></p> <p>240 The Dispute Resolution Tribunal has jurisdiction to:</p> <ul style="list-style-type: none"> <li>(a) process, adjudicate, and resolve Disputes, including by making procedural and substantive decisions;</li> <li>(b) on request of a party to a dispute, order any party to a Dispute to take any reasonable interim measure in relation to the health or safety of a child as the Dispute Resolution Tribunal may consider necessary in respect of the subject matter of a Dispute;</li> <li>(c) order such remedies as are permitted under this Final Settlement Agreement, having regard to the parameters of the Parties' Dispute Process and Claimant Dispute Process and the limitations and remedies set out in paragraphs 231 and 241;</li> <li>(d) order funding to a particular FNCFS Service Provider as set out in this Final Settlement Agreement;</li> <li>(e) order that interest be paid on amounts ordered to be paid on the same basis as in the <i>Federal Courts Act</i>, RSC, 1985, c. F-7; and</li> <li>(f) order Canada to pay the legal costs of any party to a Dispute on such terms as are just and in accordance with rates for counsel funded by</li> </ul>	<p><b>Replace Paras 240 and 241 with the following:</b></p> <p>240 The Dispute Resolution Tribunal has jurisdiction to:</p> <ul style="list-style-type: none"> <li>(a) process, adjudicate, and resolve Disputes, including by making procedural and substantive decisions;</li> <li>(b) make any order or give any direction that could be made in accordance with the <i>Canadian Human Rights Act</i>, RSC, 1985, c. H-6, including in relation to claims alleging retaliation and injunctive orders to stop Canada from retaliating;</li> <li>(c) on request of a party to a dispute, order Canada to take any reasonable interim measure in relation to the health or safety of a child as the Dispute Resolution Tribunal may consider necessary in respect of the subject matter of a Dispute;</li> <li>(d) order such remedies as are permitted under Final Settlement Agreement, having regard to the parameters of the Parties' Dispute Process and Claimant Dispute Process and the limitations and remedies set out in paragraphs 231 and 241;</li> <li>(e) order funding to a particular FNCFS Service Provider or group of FNCFS Service Providers as set out in this Final Settlement Agreement;</li> </ul>

Current Wording of the Draft FSA	Proposed Amendment to the Draft FSA
<p>Canada at the rates provided for by the Department of Justice's external agent counsel rates.</p> <p>241 The Dispute Resolution Tribunal does not have jurisdiction to:</p> <ul style="list-style-type: none"> <li>(a) amend any provision of this Final Settlement Agreement;</li> <li>(b) award general damages, punitive damages, or damages for discrimination;</li> <li>(c) determine a claim as described in paragraph 384;</li> <li>(d) expand the jurisdiction of the Dispute Resolution Tribunal;</li> <li>(e) reduce the existing funding of any FNCFS Service Provider or the funding entitlement of an FNCFS Service Provider under this Final Settlement Agreement;</li> <li>(f) reduce the level of the overall funding commitment provided for in paragraphs 5 and 9 of this Final Settlement Agreement;</li> <li>(g) make orders in the Claimant Dispute Process that requires or results in systemic change;</li> <li>(h) order Canada to fund new components of the Reformed FNCFS Funding Approach or increase funding for existing components of the Reformed FNCFS Funding Approach, unless otherwise set out in this Final Settlement Agreement; or</li> </ul> <p>introduce additional indexation factors (for example, new methods of calculation of population growth or inflation).</p>	<ul style="list-style-type: none"> <li>(f) order that interest be paid on amounts ordered to be paid on the same basis as in the <i>Federal Courts Act</i>, RSC, 1985, c. F-7; and</li> <li>(g) order Canada to pay the legal costs of any party to a Dispute on such terms as are just and in accordance with rates for counsel funded by Canada at the rates provided for by the Department of Justice's external agent counsel rates.</li> <li>(h) order Canada to increase funding to the Reformed FNCFS Funding Approach when systemic issues arise</li> </ul> <p>241 The Dispute Resolution Tribunal does not have jurisdiction to:</p> <ul style="list-style-type: none"> <li>(a) amend any provision of this Final Settlement Agreement;</li> <li>(b) expand the jurisdiction of the Dispute Resolution Tribunal;</li> <li>(c) reduce the existing funding of any FNCFS Service Provider or the funding entitlement of an FNCFS Service Provider under this Final Settlement Agreement;</li> <li>(d) reduce the level of the overall funding commitment provided for in paragraphs 4, 5 and 9 of this Final Settlement Agreement;</li> </ul>
<p><b>Confidentiality of Dispute Resolution Process – Para. 254</b></p> <p>On application of a party to any Dispute, the Dispute Resolution Tribunal may order that all or some of the Dispute Resolution Tribunal's procedures, hearings, and documents or interim orders and decisions shall remain strictly confidential between the parties to the Dispute.</p>	<p><b>Replace para. 254 with the following:</b></p> <p>With the exception of requirements under the <i>Privacy Act</i> or the confidentiality provisions of provincial or federal child welfare legislation, only a First Nations litigant may request the confidentiality of procedures, hearings, documents or decisions when it is in the best interest of the child.</p>
<p><b>Appointment of the Dispute Resolution President – Para. 266</b></p>	<p><b>Replace para. 266 with the following:</b></p>

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<p>The President shall be appointed by the Governor in Council, on the recommendation of the Minister of ISC following consultation with the Parties. The President may be appointed for a second term.</p>	<p>The President shall be appointed by the Governor in Council, on the recommendation of the Minister of ISC following a recommendation received from First Nations in Assembly, in collaboration and consultation with the EAC, the NAC, and the NCCC.</p>
<p>399. ISC can revise the following appendices in consultation with the Parties and may take into account the recommendations of the Reform Implementation Committee in doing so:</p> <ul style="list-style-type: none"> <li>(a) Appendix 10</li> <li>(b) Appendix 2</li> </ul>	<p><b>Replace para. 399 with the following:</b></p> <p>ISC may revise the following appendices to this Final Settlement Agreement on the approval of the National Children’s Chiefs Committee:</p> <ul style="list-style-type: none"> <li>(a) Appendix 4</li> <li>(b) Appendix 5</li> <li>(c) Appendix 6</li> <li>(d) Appendix 3</li> <li>(e) Appendix 7</li> <li>(f) Appendix 12</li> <li>(g) Appendix 10</li> <li>(h) Appendix 2</li> </ul>

### Funding Level and Structures

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<p><b>Principles – para. 2</b></p> <p>The principles guiding the Reformed FNCFS Program to be implemented by way of this Final Settlement Agreement shall include:</p> <ul style="list-style-type: none"> <li>(a) the cultural safety and well-being of First Nations children, youth, young adults, and families;</li> </ul>	<p><b>Add intergenerational equity to the principles:</b></p> <p>The principles guiding the Reformed FNCFS Program to be implemented by way of this Final Settlement Agreement shall include:</p> <ul style="list-style-type: none"> <li>(a) the cultural safety and well-being of First Nations children, youth, young adults, and families;</li> </ul>

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<p>(b) substantive equality;</p> <p>(c) addressing the needs of First Nations children, youth, young adults, and families;</p> <p>(d) the best interests of children;</p> <p>(e) prioritizing keeping children in the home;</p> <p>(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;</p> <p>(g) recognition of Indigenous legal traditions and principles, if applicable;</p> <p>(h) addressing the Structural Drivers that place First Nations children, youth, and families at higher risk of involvement with the child welfare system;</p> <p>(i) respect for the inherent right of self-government, which is recognized and affirmed by section 35 of the <i>Constitution Act, 1982</i>, and which includes jurisdiction, in relation to child and family services;</p> <p>(j) respect for the right to self-determination of Indigenous peoples, which is a right recognized and affirmed in the <i>United Nations Declaration on the Rights of Indigenous Peoples</i> (the “<b>Declaration</b>”);</p> <p>(k) that the <i>United Nations Declaration on the Rights of Indigenous Peoples Act</i> affirms the <i>Declaration</i> 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 <i>Declaration</i>;</p> <p>(l) the rights in the <i>Declaration</i>, including the rights of children and youth, and the <i>United Nations Convention on the Rights of the Child</i>, including the right to be free from discrimination;</p> <p>(m) accountability of FNCFS Service Providers and provincial and Yukon governments to the First Nation governments they serve; and</p>	<p>(b) substantive equality and intergenerational equity;</p> <p>(c) addressing the needs of First Nations children, youth, young adults, and families;</p> <p>(d) the best interests of children;</p> <p>(e) prioritizing keeping children in the home;</p> <p>(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;</p> <p>(g) recognition of Indigenous legal traditions and principles, if applicable;</p> <p>(h) addressing the Structural Drivers that place First Nations children, youth, and families at higher risk of involvement with the child welfare system;</p> <p>(i) respect for the inherent right of self-government, which is recognized and affirmed by section 35 of the <i>Constitution Act, 1982</i>, and which includes jurisdiction, in relation to child and family services;</p> <p>(j) respect for the right to self-determination of Indigenous peoples, which is a right recognized and affirmed in the <i>United Nations Declaration on the Rights of Indigenous Peoples</i> (the “<b>Declaration</b>”);</p> <p>(k) that the <i>United Nations Declaration on the Rights of Indigenous Peoples Act</i> affirms the <i>Declaration</i> 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 <i>Declaration</i>;</p> <p>(l) the rights in the <i>Declaration</i>, including the rights of children and youth, and the <i>United Nations Convention on the Rights of the Child</i>, including the right to be free from discrimination;</p> <p>(m) accountability of FNCFS Service Providers and provincial and Yukon governments to the First Nation governments they serve; and</p> <p>(n) guidance from First Nations-led and/or endorsed evidence.</p>

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(n) guidance from First Nations-led and/or endorsed evidence.	
<p><b>Definition of Child – para. 3(l)</b></p> <p>“<b>child</b>” means a First Nations person who, under applicable provincial or territorial law, is under the age of which an individual ceases to be a child.</p>	<p><b>Replace para. 3(l) with the following:</b></p> <p>“<b>child</b>” means a First Nations person who, under applicable provincial or territorial law, is under the age of which an individual ceases to be a child, and includes the following:</p> <ol style="list-style-type: none"> <li>1. The child is registered or eligible to be registered under the <i>Indian Act</i>, as amended from time to time;</li> <li>2. The child has one parent/guardian who is registered or eligible to be registered under the <i>Indian Act</i>;</li> <li>3. The child is recognized by their Nation; or</li> <li>4. The child is ordinarily resident on reserve.</li> </ol>
<p>Definition of FNCFS Agency – para 3.(ll)</p> <p>“<b>FNCFS Agency</b>” 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.</p>	<p><b>Replace para. para 3.(ll) with the following:</b></p> <p>“<b>FNCFS Agency</b>” 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, <b>and also includes any service provider that was recognized as an agency by ISC under the FNCFS program in fiscal 2023-2024.</b></p>
<p><b>PREVENTION ALLOCATION - Para 42(d)(i)</b></p> <p>42(d)(i) As of April 1, 2026, outside of Ontario, ISC shall allocate all prevention funding to First Nations. FNCFS Agencies shall draw from their respective Baseline Funding to conduct least disruptive measures as required under provincial legislation. However, a First Nation may decide to have its affiliated FNCFS Agency receive a portion or all of the prevention funding attributable to the First Nation. A First Nation shall provide written notice to ISC advising of such a decision by the December 1<sup>st</sup> prior to the</p>	<p><b>Replace Para. 42(d)(ii) with the following and add 42(d)(i)(A):</b></p> <p>42(d)(i) As of April 1, 2026, ISC shall allocate all prevention funding to FNCFS Agencies in keeping with the legislative requirements of section 14 of <i>An Act respecting First Nations, Inuit and Métis children, youth and families</i>, S.C. 2019, c. 24. However, First Nations and FNCFS Agencies may decide that certain prevention programming shall be delivered by the First Nation. A First Nation and its affiliated FNCFS Agency shall provide notice to ISC advising of such a decision in the child and community well-being plan, including a</p>

Current Wording of the Draft FSA	Proposed Amendment to the Draft FSA
<p>fiscal year to which the prevention funding is applicable. Once written notice is provided by the First Nation, the direction contained therein persists until further notice is given.</p>	<p>budget for capacity funding, as set out in paragraphs 134 -136 of the Final Settlement Agreement. Once such notice is provided in the child and community well-being plan, ISC shall allocate the required prevention capacity and/or service funding to the First Nation.</p> <p>42(d)(i)(A) As of April 1, 2026, where a First Nation plans to ultimately deliver prevention programming but requires time to build capacity, the First Nation shall give notice to ISC in its multi-year plan set out in paragraphs 43 and 44 of this Final Settlement Agreement, indicating its suggested budget for capacity building and its estimated timeline. ISC shall provide the First Nation with its requested capacity funding at actuals.</p>
<p>45. The Parties acknowledge that a First Nation or regional or sub-regional organization may seek to discuss with Canada modifications to the Reformed FNCFS Program and the allocations thereunder, but Canada shall not be obligated to provide any additional funding to that First Nation or regional or sub-regional organization beyond what is provided by the Reformed FNCFS Funding Approach.</p>	<p><b>Replace Para. 45 with the following:</b></p> <p>The Parties acknowledge that a First Nation or regional or sub-regional organization may seek to discuss with Canada modifications to the Reformed FNCFS Program and the allocations thereunder. <b>In assessing a modification request by a First Nation, region or sub-region, Canada shall in good faith consider the Principles set out in section 2 of this Final Settlement Agreement.</b></p>
<p><b>FIRST NATION REPRESENTATIVE SERVICE FUNDING – OUTSIDE OF ONTARIO – Paras. 25, 58(a) &amp; 62</b></p> <p>25 For First Nations except those in Ontario, total funding for First Nation Representative Services in fiscal year 2024-2025 shall be calculated by multiplying the amount of \$294.72 by the total population for all First Nations eligible to receive funding under the Reformed FNCFS Program, according to the approach for determining population as set out in paragraph 35, then adding to that product the amount necessary to provide each First Nation a minimum of \$75,000. This amount shall be adjusted for inflation in subsequent years. This funding shall be upwardly adjusted in the manner set out in paragraph 32 and Appendix 12 to account for the</p>	<p><b>Replace Paras. 25, 58(a) &amp; 62 with the following:</b></p> <p>25 For the Initial Five Years, First Nations, except for First Nations in Ontario, shall have access to reimbursement for their actual costs for First Nation Representative Services equivalent to the actual costs available pursuant to 2018 CHRT 4, including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) salaries, benefits, and costs to support the delivery of services;</li> <li>(b) human resources recruitment, training or professional development;</li> <li>(c) paraprofessional and professional fees;</li> <li>(d) general program delivery costs such as non-medical travel costs, accommodations, transportation or meals for First Nations Representatives to support the delivery of services;</li> </ul>

Current Wording of the Draft FSA	Proposed Amendment to the Draft FSA
<p>increased costs of delivery services in remote communities, subject to the transition provision for fiscal year 2024-2025 set out in paragraph 52(h)(i).</p> <p>April 1, 2025-March 31, 2026</p> <p>58(a) For First Nations except those in Ontario, First Nation Representative Services funding shall be funded in accordance with paragraph 25.</p> <p>From April 1, 2026, Onward</p> <p>62 As of April 1, 2026, the transition to the Reformed FNCFS Funding Approach shall be complete.</p>	<p>(e) program delivery costs and family support services including prevention services and services for those involved with the child and family services system.</p> <p>(f) Overhead, administrative costs (office rent, computer, information technology, utilities, insurance to help support FNRS services).</p> <p>April 1, 2029-March 31, 2030</p> <p>58(a) Funding for First Nation Representative Services following the Initial Five-Year terms shall be determined in accordance with the Initial Program Assessment Opinion.</p>
<p><b>TRANSITION TO THE REFORMED FNCFS FUNDING APPROACH – Paras. 53, 59, 60 &amp; 62</b></p> <p><u>53 Operations and maintenance funding:</u></p> <p>(a) Commencing April 1, 2025, FNCFS Agencies’ access to the reimbursement at their actual costs for intake and investigations, legal fees, building repairs, child service purchase, and small agency costs shall cease.</p> <p>(b) Outside of Ontario, ISC shall reimburse claims for FNCFS Agencies’ actual costs for intake and investigations, legal fees, building repairs, child service purchase, and small agency costs incurred in fiscal year 2024-2025, submitted on or before September 20, 2025.</p> <p>(c) In Ontario, ISC shall reimburse claims of FNCFS Agencies’ actual costs for intake and investigations, legal fees, and building repairs incurred in fiscal year 2024-2025, submitted on or before September 20, 2025.</p> <p><u>59 FNCFS capital funding:</u></p> <p>(a) Commencing April 1, 2025, ISC shall no longer accept funding requests under the 2021 CHRT 41 process. ISC shall instead</p>	<p><b>Replace paras. 53, 59, 60 &amp; 62 with the following:</b></p> <p><u>53 Operations and maintenance funding:</u></p> <p>(a) Commencing April 1, 2030, FNCFS Agencies’ access to the reimbursement at their actual costs for child in care (including but not limited to alternative care, customary care and/or kinship care), intake and investigations, legal fees, building repairs, child service purchase, and small agency costs may cease if recommended in the Initial Program Assessment and approved by First Nations in Assembly.</p> <p>(b) Outside of Ontario, ISC shall reimburse claims for FNCFS Agencies’ actual costs for intake and investigations, legal fees, building repairs, child service purchase, and small agency costs incurred in fiscal year 2027-2028, submitted on or before September 20, 2028.</p> <p>(c) In Ontario, ISC shall reimburse claims of FNCFS Agencies’ actual costs for child in alternative care maintenance intake and investigations, legal fees, and building repairs incurred in fiscal year 2027-2028, submitted on or before September 20, 2028.</p> <p><u>59 FNCFS capital funding:</u></p>



Current Wording of the Draft FSA	Proposed Amendment to the Draft FSA
<p>providing capital funding in the manner described in subparagraph 42(e)</p> <p>(b) For greater clarity, ISC shall continue to process capital funding requests that are received on or before March 31, 2025, and fund those requests that are approved, pursuant to 2021 CHRT 41. Requests received shall include requests that are paused or pending approval from ISC as of March 31, 2025.</p> <p>60 <u>post-majority support services funding</u>: Commencing on April 1, 2025, FNCFS Service Providers shall no longer have access to reimbursement of their actual costs for post-majority support services, ISC shall instead provide post-majority support services funding in the manner outlined in subparagraph 42(f).</p> <p>From April 1, 2026, Onward</p> <p>62 As of April 1, 2026, the transition to the Reformed FNCFS Funding Approach shall be complete.</p>	<p>(a) Under the term of this Final Settlement Agreement, capital funding and requests shall continue at actuals pursuant to 2021 CHRT 41 and consistent with the principles of best interests of the child, culturally appropriate, substantive equality and taking into full account the distinct circumstances of the child’s First Nations community.</p> <p>60 <u>post-majority support services funding</u>: Under the term of this Final Settlement Agreement, for the Initial Five-Year term post-majority support services shall continue at actuals pursuant to 2022 CHRT 8.</p>
<p><b>FNCFS Capital Funding – Para. 42(e)</b></p> <p><u>FNCFS capital funding</u>: Prior to September 1, 2024, the Parties shall develop an implementation plan for this capital funding that leverages existing and new community capital planning processes. ISC, with the advice of the Reform Implementation Committee, shall also develop guidance documents to support FNCFS Service Providers in seeking capital funding.</p>	<p><b>Replace para. 42(e) with the following:</b></p> <p><u>FNCFS capital funding</u>: Prior to September 1, 2025, the Parties, the Caring Society and the Commission, with direct input from the NCCC and the NAC, shall develop an implementation plan for this capital funding, including an approach that addresses urgent requests, requirements that Canada not engage in administrative delays and required timelines for Canada to determine capital funding requests.</p>
<p><b>Post-majority support services funding – Para. 42(f)(i)</b></p> <p>42(f)(i) Save for the funding noted in subparagraph 42(f)(ii), ISC shall allocate all post-majority support funding to First Nations. Prior to September 1, 2024, the Parties shall co-develop the approach by which ISC shall allocate post-majority support services funding among First Nations. That approach</p>	<p><b>Replace para. 42(f)(i) with the following:</b></p> <p>42(f)(i) Post-majority support funding following the Initial Five Year term shall be determined in accordance with the Initial Program Assessment Opinion, but shall not be less than the highest amount received in any given fiscal year. That approach shall align with the principles of needs-based funding, be culturally appropriate and recognition of the distinct realities of First Nations.</p>

Current Wording of the Draft FSA	Proposed Amendment to the Draft FSA
shall align with the principles of needs-based funding and recognition of the distinct realities of First Nations.	

### Tribunal's Jurisdiction and Tribunal's Orders

Current Wording of the Draft FSA	Proposed Amendment to the Draft FSA
<p><b>SUSPENDING TRIBUNAL'S ORDERS – Paras. 385 &amp; 386</b></p> <p>385 Within 30 days following the signing of the Final Settlement Agreement, the Parties shall file a joint Notice of Motion with the Tribunal in which they shall seek an order from the Tribunal that the Final Settlement Agreement is approved and that the Tribunal's jurisdiction over the complaint and all associated proceedings has ended save for those relating to Jordan's Principle, and that the terms of the Final Settlement Agreement supersede and replace all order of the Tribunal related to the discrimination found by the Tribunal concerning the FNCFS Program and the 1965 Agreement.</p> <p>386 For clarity, the terms of this Final Settlement Agreement shall supersede, and render void all previous orders of the Tribunal concerning the 1965 Agreement and the FNCFS Program provided by Canada through ISC and any previous entities, unless an Order or part of an Order of the Tribunal is specifically identified as surviving and still in force following this Final Settlement Agreement.</p>	<p><b>Replace para. 385 &amp; 386 with the following:</b></p> <p>385 Subject to the approval of the Final Settlement Agreement by First Nations in Assembly and within 30 days following the signing of the Final Settlement Agreement, the Parties shall file a joint Notice of Motion with the Tribunal in which they shall seek an order from the Tribunal that the Final Settlement Agreement is approved and that the Tribunal shall retain jurisdiction over the complaint in relation to the FNCFS Program and the 1965 Agreement for a minimum of five (5) years from the date of approval of the Final Settlement Agreement. The Parties shall only return to the Tribunal for assistance following the full adjudication of a Parties' Dispute.</p> <p>386 Following the five (5) year supervision role of the Tribunal, the Parties to the complaint shall report to the Tribunal regarding the Initial Five-Year term and seek guidance and direction regarding the Tribunal's ongoing jurisdiction in relation to the FNCFS Program and the 1965 Agreement. . For clarity, the Tribunal's reasons and findings made in all existing orders shall continue and this Final Settlement Agreement has no impact on any of the Tribunal's orders in relation to Jordan's Principle.</p>
	<p>Nothing in this agreement shall affect, cancel or supersede any Treaty between Canada and First Nations or any existing agreement between Canada and any other First Nation.</p>

<b>Current Wording of the Draft FSA</b>	<b>Proposed Amendment to the Draft FSA</b>
	<p>Canada recognizes that all relations with Indigenous peoples be based on the recognition and implementation of their right of self-government.</p> <p>The release does not settle, compromise, release or limit in any way whatsoever any claims by the releasors, in any action, claim or complaint regarding a declaration of Aboriginal or Treaty rights, a breach of Treaty rights, a breach of Treaty rights, a breach of fiduciary duty or the constitutionality of any provision of the Constitution Act, 1982</p>

DRAFT

This is **Exhibit “AA”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



---

*A Commissioner for taking Affidavits*



Name:

Recipient #:

This funding profile contains estimates of your First Nation's FNCFS Program funding in 2025-26 and housing funding under the **Final Agreement on Long-Term Reform of the FNCFS Program**. It also includes estimates of your affiliated FNCFS Agency's funding and a snapshot of FNCFS funding levels in Ontario in 2025-26.

On-reserve population (drawn from the Indian Register as of December 31, 2023):

Affiliated FNCFS Agency (Protection):

Affiliated PTO/IRO:

### YOUR FIRST NATION'S FNCFS PROGRAM FUNDING IN 2025-26



**Prevention**  
To support community-based prevention services or activities

Funding Amount: \$  \*

*\*This amount does not include funding attributable to your First Nation that is directed to your affiliated Agency (see below)*



**First Nation Representative Services Funding**  
To support children and families who are involved or at risk of involvement with child and family services

Funding Amount in 2024-25:

\$

Funding Amount in 2025-26:

\$



**Post-Majority Support Services Funding**  
To support youth aging out of care and young adults formerly in care up to the age of 26

Funding Amount: \$



**Results Funding**  
To support the implementation of new data collection and reporting requirements

Funding Amount: \$



**Information Technology (IT) Funding**  
To support IT needs related to the implementation of the reformed program

Funding Amount: \$



**Emergency Funding**  
To support responses to unanticipated events affecting FNCFS service delivery

Funding Amount: \$



**Household Supports Funding**  
To support meeting the basic needs of families

Funding Amount: \$



**Remoteness Adjustment Funding**  
To support service delivery in remote communities

Remoteness Quotient Adjustment Factor (RQAF):  %

Funding Amount: \$

### YOUR FIRST NATION'S TOTAL FNCFS PROGRAM FUNDING IN 2025-26:

\$  \*

*\*This amount does not include capital funding for the purchase and/or construction of capital assets to support FNCFS service delivery. The process for accessing capital funding is to be announced.*

### Your First Nation's Total Housing Funding



**Housing Funding**  
To support the purchase, construction, and renovation of housing units for the purposes of preventing children from being taken into care and supporting reunification where housing is a barrier

Total Funding Amount for All Years (2024-25 to 2027-28): \$

### YOUR AFFILIATED AGENCY'S FNCFS PROGRAM FUNDING IN 2025-26

Name of Affiliated Agency:



**Prevention Funding**  
Funding attributable to your First Nation that is directed to your Agency in 2025-26, including remoteness adjustment funding where applicable:

\$  \*

*\*As of April 1, 2026, your First Nation can manage this funding however it wishes*

Agency's total funding amount, including remoteness adjustment funding where applicable:

\$



**Baseline Funding**  
Funding to cover operations and child protection costs

Funding Amount: \$



**Emergency Funding**  
Funding Amount, including remoteness adjustment funding where applicable: :

\$

Note: Non-Agency First Nations have no affiliated FNCFS Agency for protection services and are considered to be receiving protection services from a mainstream service provider. If you are a Non-Agency First Nation receiving prevention services from Mnaasged Child and Family Services, this section shows the prevention funding attributable to your First Nation that is directed to MCFS and MCFS's total prevention funding amount for 2025-26.

### SNAPSHOT OF FNCFS PROGRAM FUNDING LEVELS IN ONTARIO IN 2025-26

Total Prevention Funding to First Nations and FNCFS Agencies, including remoteness= \$

Total First Nation Representative Services Funding, including remoteness= \$

Total Post-Majority Support Services Funding, including remoteness= \$

**TOTAL FNCFS PROGRAM FUNDING IN ONTARIO IN 2025-26=** \$

This is **Exhibit “BB”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025

A handwritten signature in black ink, appearing to be 'M. S.', written in a cursive style.

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*A Commissioner for taking Affidavits*

**Secretariat Office**  
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**CHIEFS OF ONTARIO  
SPECIAL CHIEFS ASSEMBLY  
October 10, 2024**

**RESOLUTION 24/24S  
PAGE 1 OF 3**

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

**MOVER:            Chief Joe Miskokomon, Chippewas of the Thames First Nation**

**SECONDER:        Chief Archie Wabasse, Wunnumin Lake First Nation**

**DECISION:         CARRIED – Vote count available upon request**

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**WHEREAS:**

1. Chiefs of Ontario (“COO”) is an interested party in *First Nations Child and Family Caring Society and Assembly of First Nations v. A-G Canada*, a human rights case before the Canadian Human Rights Tribunal as File Number T1340/7008 (the “CHRT Litigation”);
2. COO is a party to the Agreement-In-Principle (“AIP”) on Long Term Reform of the First Nations Child and Family Services Program and Jordan’s Principle (dated December 31, 2022) along with the First Nations Child and Family Caring Society, Assembly of First Nations (“AFN”), Attorney General of Canada (“Canada”), and Nishnawbe Aski Nation (“NAN”);
3. COO actively negotiated toward settlement of the CHRT Litigation matters relating to the First Nations Child and Family Services (“FNCFS”) Program along with the other First Nations Parties. This settlement is referred to as the Final Agreement on the Long-Term Reform of the FNCFS Program (the “FA”);
4. COO was guided throughout the negotiations by an Advisory Committee composed of COO’s Social Services Coordination Unit members and independents, with input and involvement from COO’s Chiefs’ Committee on Social and Leadership Council. The Advisory Committee provided advice to the COO negotiating team to take to the negotiation table;

5. The FA was not concluded in the timelines set out in the AIP.
6. Canada, on October 24, 2023, announced to the Parties that it had received a new mandate to continue long-term reform negotiations. Canada's new mandate provided for:
  - a. New timelines, the reform of the FNCFS Program and Jordan's Principle was to be dealt with separately;
  - b. additional funding for 2023-24; and
  - c. an expanded term of the FA, from five years to ten years;
7. The Parties resumed negotiating a draft FA on long-term reform of the FNCFS Program with the negotiations on the reform of Jordan's Principle to resume sometime after the FA was completed and related approval processes concluded;
8. The Caring Society, in November 2023, withdrew from negotiations as it no longer agreed to the AIP negotiating terms. The remaining Parties resumed negotiating a draft Final Agreement on an intensive timeline;
9. COO, AFN, Canada, and NAN reached a proposed agreement (the "Provisional FA") for consideration and approval by their respective leadership on July 10, 2024. The Provisional FA was made public and shared with Chiefs in Ontario and the Advisory Committee Members on July 11, 2024;
10. COO commenced a series of virtual and in-person information sessions to inform First Nations leadership, technicians, and other stakeholders in Ontario on the FA contents. In addition to the information sessions, COO shared a plain language summary of the FA, funding profiles, and other FA related documents with Chiefs;
11. By Resolution of Chiefs-in-Assembly on April 25, 2022, *Federal Prevention Services Funding – Allocation 2022/2023* and discussions resulting from the December 5, 2022 Special Chiefs Assembly, the Chiefs in Assembly resolved to consider an FA and vote to ratify any FA;
12. By Resolution of Chiefs-in-Assembly on June 13, 2024, *Child Welfare Funding Long-Term Reform Final Settlement Agreement 2024*, the Chiefs-in-Assembly resolved to vote on the ratification of any proposed FA at a Special Chiefs' Assembly on a date to be determined after COO has provided the opportunity for Chiefs and technicians to be briefed on the FA;



**THEREFORE BE IT RESOLVED, that we, the Chiefs in Assembly:**

1. Support and ratify the Provisional FA.
2. Provided that the Provisional FA is ratified by the Chiefs in Assembly at the Assembly of First Nations,
  - a. Direct the Ontario Regional Chief to sign the Provisional FA;
  - b. Direct the staff of Chiefs of Ontario to take the necessary steps to seek the approval of the Provisional FA from the Canadian Human Right Tribunal, including bringing a motion before the Canadian Human Rights Tribunal to seek approval of the Final Agreement (the "Approval Motion"); and
  - c. Direct the staff of Chiefs of Ontario to take the necessary steps to participate in any judicial reviews or appeals as a result of the Canadian Human Rights Tribunal's decision on the Approval Motion.

**Certified Copy of a Resolution dated October 10, 2024.**



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**Abram Benedict, Ontario Regional Chief**

This is **Exhibit “CC”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



**SPECIAL CHIEFS ASSEMBLY**  
**October 16, 17, 18, 2024, Calgary, AB**

**Resolution no. 60/2024**

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**TITLE:** Addressing Long-Term Reform of the First Nations Child and Family Services Program and Jordan's Principle

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**MOVED BY:** Khelsilem, Council Chairperson, Squamish Nation, BC

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**SECONDED BY:** Chief Ira McArthur, Pheasant Rump Nakota First Nation, SK

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**DECISION** Carried; 7 opposition; 10 abstention

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**WHEREAS:**

- A.** The *United Nations Declaration on the Rights of Indigenous Peoples* (UN Declaration) states:
- i. Article 18: Indigenous peoples have the right to participate in decision-making in matters which would affect their rights, through representatives chosen by themselves in accordance with their own procedures, as well as to maintain and develop their own Indigenous decision-making institutions;
  - ii. Article 19: States shall consult and cooperate in good faith with the Indigenous peoples concerned through their own representative institutions in order to obtain their free, prior, and informed consent before adopting and implementing legislative or administrative measures that may affect them; and
  - iii. Article 37: Indigenous peoples have the right to the recognition, observance and enforcement of treaties, agreements and other constructive arrangements concluded with States or their successors and to have States honour and respect such treaties, agreements, and other constructive arrangements.
- B.** Recognizing the sacredness of First Nations children, youth and families and Jordan's Principle, a child-first legal requirement ensuring substantively equal and culturally appropriate access to products, services and supports for First Nations children, and that the government entity of first contact pays for the support without delay.
- C.** The First Nations Child and Family Caring Society (Caring Society) and the Assembly of First Nations (AFN) filed a Canadian Human Rights Act complaint in 2007 alleging Canada's inequitable provision of First Nations Child and Family Services (FNCFS) and its choice not to implement Jordan's Principle were discriminatory resulting in serious and irremediable harms.

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**Certified copy of a resolution adopted on the 18th day of October, 2024 in Calgary, Alberta**

*C. Woodhouse*

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**CINDY WOODHOUSE NEPINAK, NATIONAL CHIEF**

**60 – 2024**  
Page 1 of 5

- D.** The parties (“CHRT Parties”) to the 2007 Canadian Human Rights Act complaint included:
- i.** The AFN;
  - ii.** The Chiefs of Ontario;
  - iii.** The Nishnawbe-Aski Nation;
  - iv.** Caring Society;
  - v.** The Canadian Human Rights Commission; and
  - vi.** Amnesty International;
- E.** The Canadian Human Rights Tribunal (CHRT) substantiated the discrimination claim in 2016 CHRT 2 and ordered Canada to cease its discriminatory conduct immediately.
- F.** Between 2016 and 2024, the CHRT Parties were required to hold Canada accountable and return to the Tribunal on multiple occasions, resulting in 24 non-compliance and procedural orders.
- G.** On December 31, 2021, an Agreement in Principle (AIP) was signed as a framework for the negotiations of a Final Settlement Agreement (FSA) on First Nations child and family services, Jordan’s Principle, and the reform of Indigenous Services Canada.
- H.** The Final Settlement Agreement will have a direct impact of unprecedented magnitude on the lives of First Nations children, youth, their families, and their communities for generations to come.
- I.** The CHRT Parties have agreed to split the FSA negotiations with a child and family services agreement to come first and an agreement on Jordan’s Principle to follow.
- J.** Canada has entered negotiations with some of the CHRT Parties (AFN, Chiefs of Ontario, Nishnawbe-Aski Nation) to complete an FSA on child and family services while other CHRT Parties are not included (Caring Society, the Canadian Human Rights Commission, and Amnesty International).
- K.** In 2022 CHRT 8, the CHRT ordered the creation of the Expert Advisory Committee (EAC) composed of independent and multidisciplinary experts to develop and oversee the implementation of an evidence-informed workplan to prevent the recurrence of discrimination by ISC.
- L.** The CHRT ordered the federal government to work with the Parties to completely overhaul the on-reserve child and family services program and fully implement Jordan’s Principle.
- M.** As a result, an agreement was made to re-establish the National Advisory Committee on First Nations Child and Family Services Program Reform (the NAC) to address issues pertaining to child and family services reform, including funding, legislation, immediate relief, Jordan’s Principle and other reforms.
- N.** The NAC was mandated by the First Nations-in-Assembly to provide expert advice on long-term reform of FNCFS.
- O.** The NAC has not:
- i.** completed its review of the proposed funding model for First Nations agencies;
  - ii.** begun to review the proposed funding model for First Nations without agencies; or
  - iii.** met since February 8, 2024.

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*Woodhouse*

- P.** The AFN has not set any further NAC meetings despite requests to do so.
- Q.** The AFN and Caring Society requested that the Institute of Fiscal Studies and Democracy (IFSD) conduct community-based research to inform the reform of the FNCFS Program and Jordan's Principle.
- R.** Recalling and reaffirming Resolution 40/2022, *To Ensure Quality of Life to the First Nations Child and Family Services Program and Jordan's Principle*, directing:
- i.** the Parties to develop evidence-and policy-based options for the long-term reform of Jordan's Principle that will include mechanisms to enable and support self-determination and to return to the First Nations-in-Assembly for review and approval;
  - ii.** Canada to extend the timeframes for signing the FSA on long-term reform. The First Nations-in-Assembly must approve the FSA on long-term reform; and
  - iii.** Canada to fund the AFN National Advisory Committee on First Nations Child and Family Services Program Reform and regional and other technical experts to inform the FSA.
- S.** In light of these legal proceedings and their outcomes, it is critical to ensure that any long-term reforms of the FNCFS Program and Jordan's Principle are driven by community-led processes that reflect the needs of First Nations children and families, and that any agreements related to the FNCFS Program and Jordan's Principle (the LTR Agreements) shall meet the needs of First Nations children, youth and families.

**THEREFORE BE IT RESOLVED that the First Nations-in-Assembly:**

**Final Settlement Agreement**

- 1.** Reject the draft Final Settlement Agreement on Long-Term Reform of the First Nations Child & Family Services Program dated July 11, 2024 and the "Proposed Amendments on the Draft Agreement on Long Term Reform" released on or about October 7, 2024, and call for a new negotiation process for agreements related to the First Nations Child and Family Services (FNCFS) Program and Jordan's Principle (the LTR Agreements) to be developed and approved by the First Nations-in-Assembly based on the spirit and intent of this resolution.

**Governance and Transparency of the LTR Agreements for the FNCFS Program and Jordan's Principle**

- 2.** Direct the Assembly of First Nations (AFN) Executive Committee to adopt the following approach to the LTR Agreements negotiations:
  - a.** establish a national Children's Chiefs Commission with representation appointed by every region (including regions not represented by the AFN) that will work openly and transparently to provide strategic direction and oversight of the LTR Agreements negotiations, reporting back to the First Nations-in-Assembly;
  - b.** the Children's Chiefs Commission will establish a negotiation team, with regional representation and a new legal team, that will be responsible for carrying out the negotiations for the LTR Agreements under the direction of, and reporting to, the Children's Chiefs Commission;

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*Chixelhouse.*

- c. the negotiation team's Terms of Reference for the FNCFS Program will be provided to the First Nations-in-Assembly for approval no later than December 2024 ; and
  - d. the Children's Chiefs Commission shall report to the First Nations-in-Assembly in December 2024 as to its anticipated timeframes for the completion of the negotiations in relation to the FNCFS Program and on the anticipated timeframes for the Terms of Reference for Jordan's Principle.
3. Direct the AFN Executive Committee and the Children's Chiefs Commission to ensure that governance structures set out in an LTR Agreement shall uphold the sacredness of children, youth, and families, be transparent, open, and accountable to First Nations, preserve First Nations decision-making, and include the guidance of youth, youth in care and formerly in care, and First Nations child and family service experts.
4. Direct the AFN Executive Committee and the Children's Chiefs Commission to develop an open and transparent amendment process for the First Nations-in-Assembly to suggest changes, allow for consideration of those changes, and make changes to the LTR Agreements before being put to a vote, such process to be approved by the First Nations-in-Assembly.
5. Direct the Children's Chiefs Commission to provide a detailed report to the First Nations-in-Assembly on all suggested amendments, the decisions made on each amendment, and the outcomes of negotiations, before the First Nation-in-Assembly proceed with any decision-making on the LTR Agreements.
6. Direct the AFN to refrain in the future from committing to support or otherwise make efforts to procure support from First Nations leadership on an agreement, arrangement, protocol or other similar instrument that has not been approved by First Nations-in-Assembly.

### **Inclusion and Representation**

7. Direct the AFN Executive Committee and the Children's Chiefs Commission to take positive and effective measures throughout the respective LTR Agreement negotiations, review, and approval processes (including at the negotiation tables) to seek out and incorporate the expertise of:
  - a. First Nations;
  - b. First Nations child and family service providers;
  - c. Jordan's Principle experts;
  - d. Elders and Youth;
  - e. the National Advisory Committee ("NAC");
  - f. Jordan's Principle Operations Committee (JPOC), and;
  - g. Regional experts.
8. Direct the AFN Executive Committee and the Children's Chiefs Commission to review and approve the Terms of Reference for the NAC no later than December 2024.
9. Call upon Canada and direct the AFN Executive Committee to unconditionally include the Caring Society in negotiations of the LTR Agreements on the FNCFS Program and Jordan's Principle, and to conduct those negotiations pursuant to a negotiation protocol developed in collaboration with the Caring Society,

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*Woodhouse*

including the requirement that those negotiations be conducted in a manner that is open, transparent, and accountable to First Nations.

10. Call upon Canada to obtain a new negotiation mandate to address the matters in this resolution.

#### **Communication and Feedback**

11. Call on Canada to fulfill its obligation to consult with First Nations on any long-term reform approaches of the FNCFS Program and Jordan's Principle in a manner consistent with honour of the Crown.
12. Direct the AFN Executive Committee to postpone any votes on the LTR Agreements or any other agreements until all First Nations have had at least 90 days to review the complete agreement with appendices, available in both official languages.
13. Call on Canada to ensure that First Nations who are not AFN members are given a formal opportunity to express their views on the LTR Agreements, and for Canada, the AFN Executive, and the Children's Chiefs Commission to fully consider and incorporate those perspectives into the LTR Agreements.

#### **Voting**

14. Direct the AFN to ensure that First Nations Chiefs and Proxies can vote on the LTR Agreements virtually, in-person, or by another means (via specific accommodation to a Chief or Proxy), to accommodate First Nations leadership who are unable to attend in person due to community circumstances or emergencies.
15. Direct the AFN Executive Committee to support the EAC to conduct its work freely as an independent expert body and invite the EAC Members and NAC Members to present to the First Nations-in-Assembly in December 2024 and prior to any vote on the LTR Agreements.

#### **Support and Resources**

16. Call on Canada to provide funding for First Nations to secure independent legal and technical advice, ensuring that all communities can review the LTR Agreements with a full understanding of its implications.

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**Certified copy of a resolution adopted on the 18th day of October, 2024 in Calgary, Alberta**

*C. Woodhouse*

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**CINDY WOODHOUSE NEPINAK, NATIONAL CHIEF**

**60 – 2024**  
*Page 5 of 5*

This is **Exhibit “DD”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



**CHIEFS OF ONTARIO  
FALL CHIEFS ASSEMBLY  
November 19-20-21, 2024**

**RESOLUTION 24/28S  
PAGE 1 OF 4**

**SUBJECT:** EXPLORING A FINAL AGREEMENT ON THE LONG-TERM REFORM OF THE FIRST NATIONS CHILD AND FAMILY SERVICES PROGRAM FOR ONTARIO

**MOVER:** Ogimaa Tim Ominika, Wiikwemkoong Unceded Territory

**SECONDER:** Chief Judy Desmoulin, Long Lake #58 First Nation

**DECISION:** **CARRIED - 3 ABSTENTIONS:**  
**James Cutfeet, Proxy, Kitchenuhmaykoosib Inninuwug (KI)**

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**WHEREAS:**

1. Chiefs of Ontario (“COO”) is an interested party in *First Nations Child and Family Caring Society and Assembly of First Nations v. A-G Canada*, a human rights case before the Canadian Human Rights Tribunal as File Number T1340/7008 (the “CHRT Litigation”);
2. COO is a party to the Agreement-In-Principle (“AIP”) on Long Term Reform of the First Nations Child and Family Services Program and Jordan’s Principle (dated December 31, 2022) along with the First Nations Child and Family Caring Society, Assembly of First Nations (“AFN”), Attorney General of Canada (“Canada”), and Nishnawbe Aski Nation (“NAN”);
3. COO actively negotiated toward settlement of the CHRT Litigation matters relating to the First Nations Child and Family Services (“FNCFS”) Program along with the other First Nations Parties. This settlement is referred to as the Final Agreement on the Long-Term Reform of the FNCFS Program (the “FA”);
4. COO was guided throughout the negotiations by an Advisory Committee composed of COO’s Social Services Coordination Unit members and independents, with input and involvement from COO’s Chiefs’ Committee on

Social and Leadership Council. The Advisory Committee provided advice to the COO negotiating team to take to the negotiation table;

5. The FA was not concluded in the timelines set out in the AIP.
6. Canada, on October 24, 2023, announced to the Parties that it had received a new mandate to continue long-term reform negotiations. Canada's new mandate provided for:
  - a. New timelines, the reform of the FNCFS Program and Jordan's Principle was to be dealt with separately;
  - b. additional funding for 2023-24; and
  - c. an expanded term of the FA, from five years to ten years;
7. The Parties resumed negotiating a draft FA on long-term reform of the FNCFS Program with the negotiations on the reform of Jordan's Principle to resume sometime after the FA was completed and related approval processes concluded;
8. The Caring Society, in November 2023, withdrew from negotiations as it no longer agreed to the AIP negotiating terms. The remaining Parties resumed negotiating a draft Final Agreement on an intensive timeline;
9. COO, AFN, Canada, and NAN reached a proposed agreement (the "Provisional FA") for consideration and approval by their respective leadership on July 10, 2024. The Provisional FA was made public and shared with Chiefs in Ontario and the Advisory Committee Members on July 11, 2024;
10. COO commenced a series of virtual and in-person information sessions to inform First Nations leadership, technicians, and other stakeholders in Ontario on the FA contents. In addition to the information sessions, COO shared a plain language summary of the FA, funding profiles, and other FA related documents with Chiefs;
11. By Resolution of Chiefs-in-Assembly on April 25, 2022, *Federal Prevention Services Funding – Allocation 2022/2023* and discussions resulting from the December 5, 2022 Special Chiefs Assembly, the Chiefs in Assembly resolved to consider an FA and vote to ratify any FA;
12. By Resolution of Chiefs-in-Assembly on June 13, 2024, *Child Welfare Funding Long-Term Reform Final Settlement Agreement 2024*, the Chiefs-in-Assembly resolved to vote on the ratification of any proposed FA at a Special Chiefs'

Assembly on a date to be determined after COO has provided the opportunity for Chiefs and technicians to be briefed on the FA;

13. The Provisional FA was considered at the COO Special Chiefs Assembly. By Resolution of Chiefs-in-Assembly on October 10, 2024, *Ratification of the Final Agreement on the Long-Term Reform of the First Nations Child and Family Services Program*, the Chiefs-in-Assembly resolved to support and ratify the Provisional FA (Resolution 24/24S);
14. The Provisional FA was then considered at the Assembly of First Nations Special Chiefs Assembly in Calgary. Chiefs-in-Assembly voted against ratifying the Provisional FA on October 17, 2024 (Draft Resolution # 01/2024).
15. Assembly of First Nations Chiefs in Assembly adopted Resolution #61/2024 Meaningful Consultation on Long-Term Reform of First Nations Child and Family Services and Resolution #60/2024 Addressing Long-Term Reform of the First Nations Child and Family Services Program and Jordan's Principle, which set parameters for the Assembly of First Nations to seek amendments to the Provisional FA; and
16. Given the strong support in Ontario for the reforms contained in the Provisional FA, as evidenced by the vote to ratify it at the COO Special Chiefs Assembly, there is desire to explore adapting the Provisional FA to a regional agreement between COO, NAN, and Canada.

**THEREFORE BE IT RESOLVED, that we, the Chiefs in Assembly:**

1. Direct the COO negotiating team to pursue a regional agreement between COO, NAN, and Canada on long-term reform of the First Nations Child and Family Services Program in Ontario.
2. Call on Assembly of First Nations to unconditionally support Chiefs of Ontario in its efforts to reach a regional agreement between COO, NAN, and Canada on long-term reform of the First Nations Child and Family Services Program in Ontario.
3. Direct COO technicians and the COO negotiating team to continue to regularly consult with, seek guidance from, and provide briefings to the Advisory Committee composed of COO's Social Services Coordination Unit members and independents, with input and involvement from COO's Chiefs' Committee on Social and Leadership Council, as COO explores pursuit of a regional agreement, to ensure input from all First Nations in Ontario.
4. Direct Chiefs of Ontario that the Chiefs in Assembly will vote on the ratification of any proposed regional agreement at a Chiefs' Assembly on a date to be determined after COO has provided the opportunity for Chiefs and technicians to be briefed on any proposed regional agreement.

**Certified Copy of a Resolution dated November 21, 2024**



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**Abram Benedict, Ontario Regional Chief**

This is **Exhibit “EE”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*

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1 877 517 6527

October 25, 2024

The Honorable Patty Hajdu  
Minister of Indigenous Services Canada  
House of Commons  
Ottawa, ON K1A 0A6  
Email: [patty.hajdu@parl.gc.ca](mailto:patty.hajdu@parl.gc.ca)

Shé:kon/Greetings Minister Hajdu,

**RE: Ontario-Specific Approach to the Long-Term Reform of the First Nations Child and Family Services Program**

On October 10, 2024, the Chiefs of Ontario (COO) Chiefs-in-Assembly ratified the draft Final Agreement on the long-term reform of the First Nations Child and Family Services program between Assembly of First Nations, Chiefs of Ontario, Nishnawbe Aski Nation and Canada. We attach a copy of our Chiefs' resolution to this letter.

Despite there not being support for the draft Final Agreement at the Assembly of First Nations' Chiefs Assembly, our Chiefs have given us a mandate to support the content of the Final Agreement. I am writing to reiterate COO's desire to explore a regional agreement on the long-term reform of the First Nations Child and Family Services Program and to continue our work as set out in the to-be-ratified Trilateral Agreement between Canada, COO, and Nishnawbe Aski Nation concerning the reform of the Memorandum of Agreement Respecting Welfare Programs for Indians (the 1965 Agreement) and an Ontario-specific approach to off-reserve First Nations Representative Services.

Ontario's funding and program situation is unique within Canada. Our Chiefs have overwhelmingly endorsed the First Nation and child-focused model set out in the Final Agreement as they strongly believe that decisions about First Nations children and the programs they receive should be made by First Nations. We are ready to move ahead in the best interests of our children and families and we call on Canada to walk that path with us.

Our technical team is currently developing a proposal for a regional agreement and we expect to be able to share it with you in the near future. I look forward to hearing Canada's response and I thank you for your sustained attention and focus on this matter of utmost importance to First Nations in Ontario.

Skén:nen/Peace,



Abram Benedict  
Ontario Regional Chief

**Attachment(s):** Draft Resolution: Ratification of the Final Agreement on the Long-Term Reform of the First Nations Child and Family Services Program

**CC:** Grand Chief Alvin Fiddler, Nishnawbe Aski Nation

This is **Exhibit “FF”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



---

*A Commissioner for taking Affidavits*



December 30, 2024

Abram Benedict  
Ontario Regional Chief, Chiefs of Ontario  
400 – 468 Queen Street West  
TORONTO ON M5A 1T7

Alvin Fiddler  
Grand Chief, Nishnawbe Aski Nation  
200 – 100 Back Street  
THUNDER BAY ON P7J 1L2

Dear Regional Chief Benedict and Grand Chief Fiddler:

This letter is in response to Regional Chief Benedict's letter of October 25, 2024 concerning Ontario First Nations' continued commitment to reforming the First Nations Child and Family Services Program.

I have deeply appreciated the Chiefs of Ontario and Nishnawbe Aski Nation's support of the Final Settlement Agreement on Long-Term Reform of the First Nations Child and Family Services Program.

In our meeting of November 8, 2024, you indicated your commitment to the Final Agreement's reforms and your desire to enter into negotiations to implement those reforms for First Nations in Ontario. I now have a mandate to negotiate with the Chiefs of Ontario and Nishnawbe Aski Nation – the two parties seeking to resolve the Canadian Human Rights Tribunal matter on the terms of the Final Agreement – on that basis. Justice Canada counsel will follow up with your counsel in writing to outline Canada's parameters for the negotiations.

I look forward to our continued collaboration in the important work of keeping First Nations children and youth connected to their families, communities and cultures.

Sincerely,



The Honourable Patty Hajdu, P.C., M.P.



This is **Exhibit “GG”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025

A handwritten signature in black ink, appearing to be 'M. S.', written in a cursive style.

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*A Commissioner for taking Affidavits*



# FNCFS REFORM

Long-Term Reform of the First Nations  
Child and Family Services (FNCFS) Program

FNCFSREFORM.CA



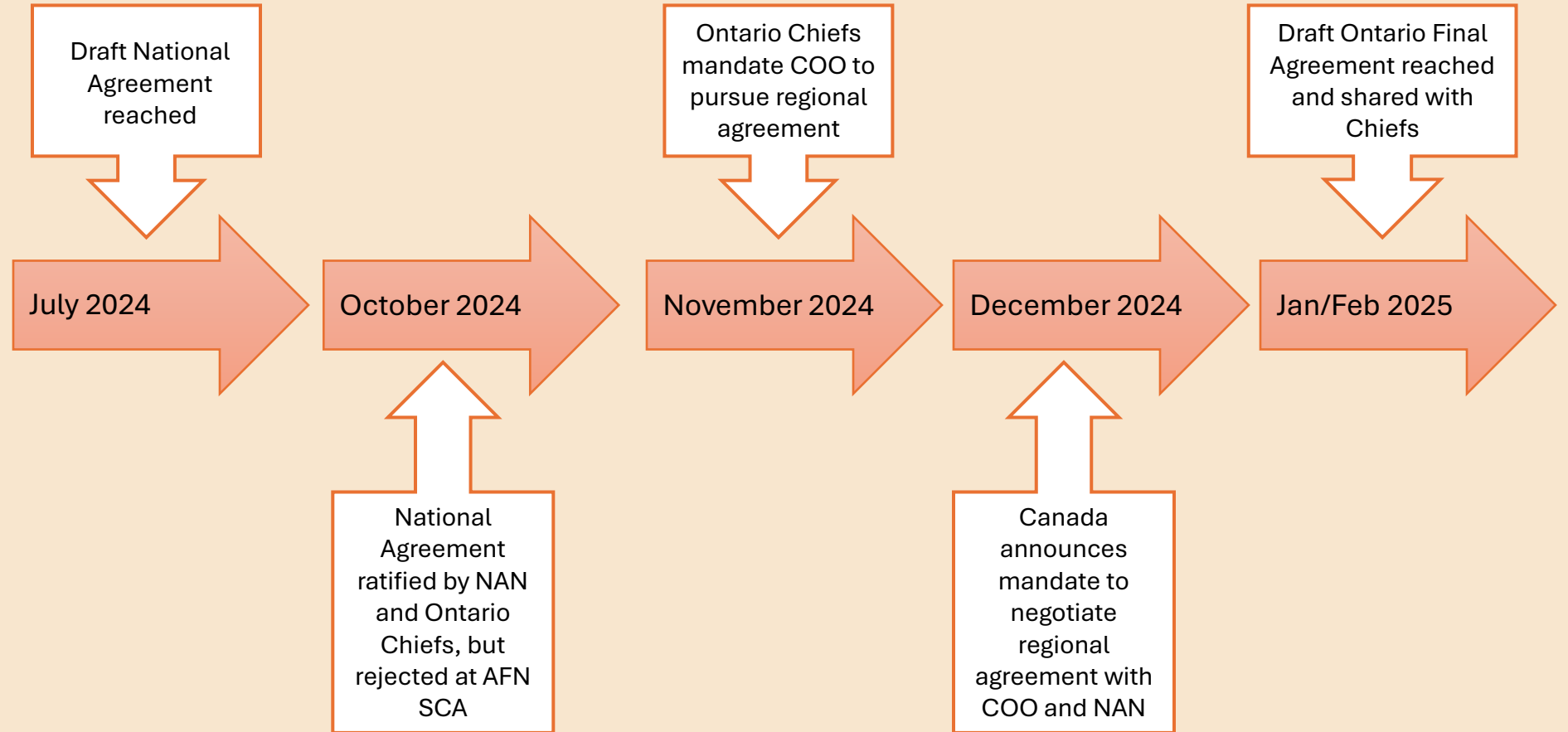
## Draft Final Agreement on Long-Term Reform of the FNCFS Program in Ontario (Ontario Final Agreement)

February 21, 2025



# Timeline Since July 2024

Background  
– How we  
got here





# Funding Commitment

- **Total Funding:** \$8.5 billion over 9 fiscal years (Apr 1, 2025-Mar 31, 2034)
- **Additional Funding:** Administrative support, cultural humility training, program assessments, legal fees



# Transition to the Reformed Funding Approach

Fiscal Year  
2025-2026

## Funding Outlook for Agencies in 2025-26

Access to actuals for:

- intake and investigations, legal fees, and building repairs
- Capital (until Effective Date)
- Post-majority support services (until Effective Date)

Prevention funding, adjusted for remoteness at lower rate

Some emergency funding, prorated based on Effective Date

Funding from Ontario for prevention, investigation, least disruptive measures, and protection per Ontario Funding Formula

## Funding Outlook for First Nations in 2025-26

Access to actuals for:

- Capital (until Effective Date)
- Post-majority support services (until Effective Date, at which point First Nations will start receiving a direct annual allocation)

Prevention funding, adjusted for remoteness at lower rate

Some emergency, results, IT, and household supports funding, prorated based on Effective Date

First Nation (Band) Rep funding direct allocation with actuals backstop



# First Nation Funding under the Ontario Final Agreement

Proposed under the  
draft Ontario Final  
Agreement – not  
effective until approval  
by Tribunal





# Agency Funding under the Ontario Final Agreement

Proposed under the  
draft Ontario Final  
Agreement – not  
effective until approval  
by Tribunal

## From Government of Ontario

- Agencies continue to receive funding directly from Ontario for prevention, investigation, least disruptive measures, and protection
- Amount is calculated using Ontario's Funding Formula
- ❖ The OFA does not change the way that Agencies in Ontario are funded by Ontario

## From the FNCFS Program (ISC)

- **Prevention:** in 2026/27, a portion of the First Nation's *per capita* allocation until at least October 1, 2026, adjusted for remoteness (if applicable)
- **Baseline :** based on the 2022-23 operations and maintenance expenditures, adjusted for population growth and inflation
- **Capital:** accessed through the Capital Process/ Prioritization Framework described in the OFA
- **Emergency:** split 50/50 between a First Nation and its affiliated Agency, adjusted for remoteness (if applicable)

## From First Nations (if applicable)

- First Nations can choose to direct the following funds to its affiliated Agency or any other service provider(s):
  - Prevention funding
  - Post-majority support services funding





# What is the same under the draft Ontario Final Agreement?

Proposed under the draft Ontario Final Agreement  
– not effective until approval by Tribunal

## **For the program as a whole:**

- ✓ First-Nations led governance and oversight
- ✓ Alternative Dispute Resolution for parties, First Nations, and Agencies
- ✓ Program Assessments mid-term and at end of term of agreement
- ✓ Reform of the 1965 Agreement

## **For First Nations**

- ✓ Prevention funding, with First Nations decision-making over service provider
- ✓ First Nation (Band) Representative funding
- ✓ Capital funding
- ✓ Post-Majority Support Services funding
- ✓ Top-Up funding for Results, IT, and emergencies
- ✓ Remoteness Adjustment Funding (if applicable)
- ✓ Housing funding

## **For FNCFS Agencies**

- ✓ Funding from Ontario
- ✓ “Baseline” funding from ISC for operations and maintenance
- ✓ Capital funding
- ✓ Remoteness Adjustment Funding (if applicable)



# FNCFS REFORM

Long-Term Reform of the First Nations  
Child and Family Services (FNCFS) Program

[FNCFSREFORM.CA](https://fncfsreform.ca)



Nishnawbe  
Aski Nation  
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## Changes from the National Agreement (October 2024)



## Governance of the Reformed FNCFS Program in Ontario

# Ontario Reform Implementation Committee

**3 Representatives** Appointed by the Parties to the Ontario Final Agreement:

- Chiefs of Ontario
- Nishnawbe Aski Nation
- Canada

**5 Representatives** appointed by Ontario Chiefs-in-Assembly after an expression of interest process led by COO Leadership Council

Includes one youth representative who ideally has experience in care

- ORIC **receives information and research** and **makes recommendations** to the Parties about ongoing implementation of the FNCFS Program
- ORIC is independent of the Parties, but **accountable** to the Parties through their appointments (which can be revoked) and through reporting to the Parties
- Some of the key ORIC functions will be:
  - Initiating the **Program Assessment** process, recommending the selection of the Program Assessment Organization, and reviewing the Program Assessment Reports
  - Recommending to the Parties actions to take after the Program Assessment Reports
  - Overseeing development of **cultural humility training** for ISC employees
  - Working with the **Systemic Review Committee** and the **Technical Advisory Committee**

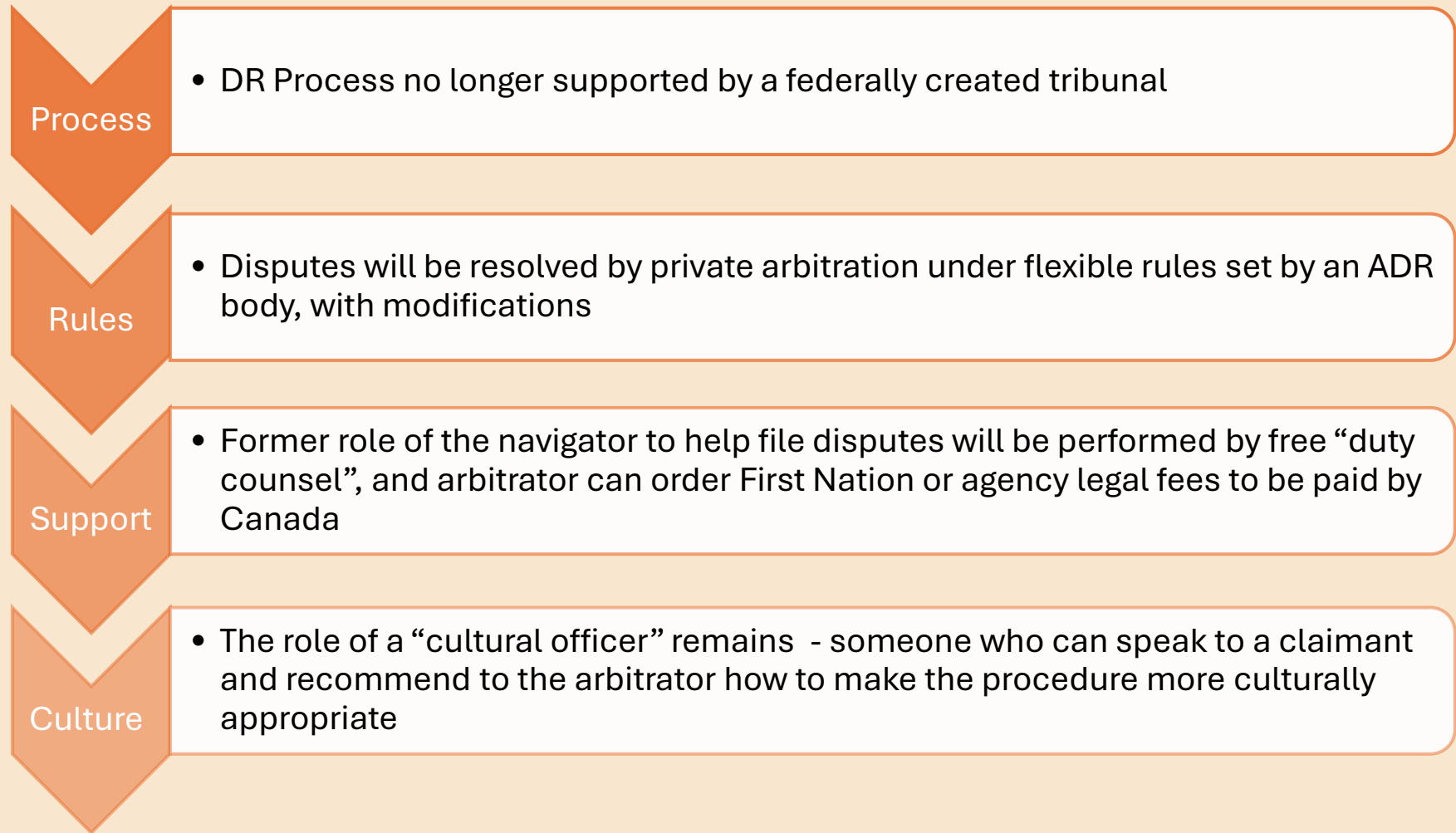


# Dispute Resolution – Ontario-only process

Some changes to process, not substance

Dispute resolution process **for the Parties** is mandatory about almost all issues that arise under the agreement

Dispute resolution process for **First Nations and Agencies** remains optional, with ways to make the process accessible and more culturally appropriate





# Funding Differences under the Ontario Final Agreement

Proposed under the draft Ontario Final Agreement – not effective until approval by Tribunal

## Differences in the Reformed FNCFS Funding Approach under the draft Ontario Final Agreement

**First Nation (Band) Representative Services Funding:** First Nations are funded at the highest annual amount received over five fiscal years, 2019/20 – 2023/24 adjusted for inflation and population growth

**Post-Majority Support Services Initiative Funding:** Funding to support initiatives to raise awareness of and enable youth aging out of care to access post-majority support services



## Data Management under the draft Ontario Final Agreement

- Creation of the Ontario FNCFS Data Secretariat
- Continued collaboration between COO and ICES – the Institute for Clinical Evaluative Studies



Ontario  
FNCFS Data  
Secretariat



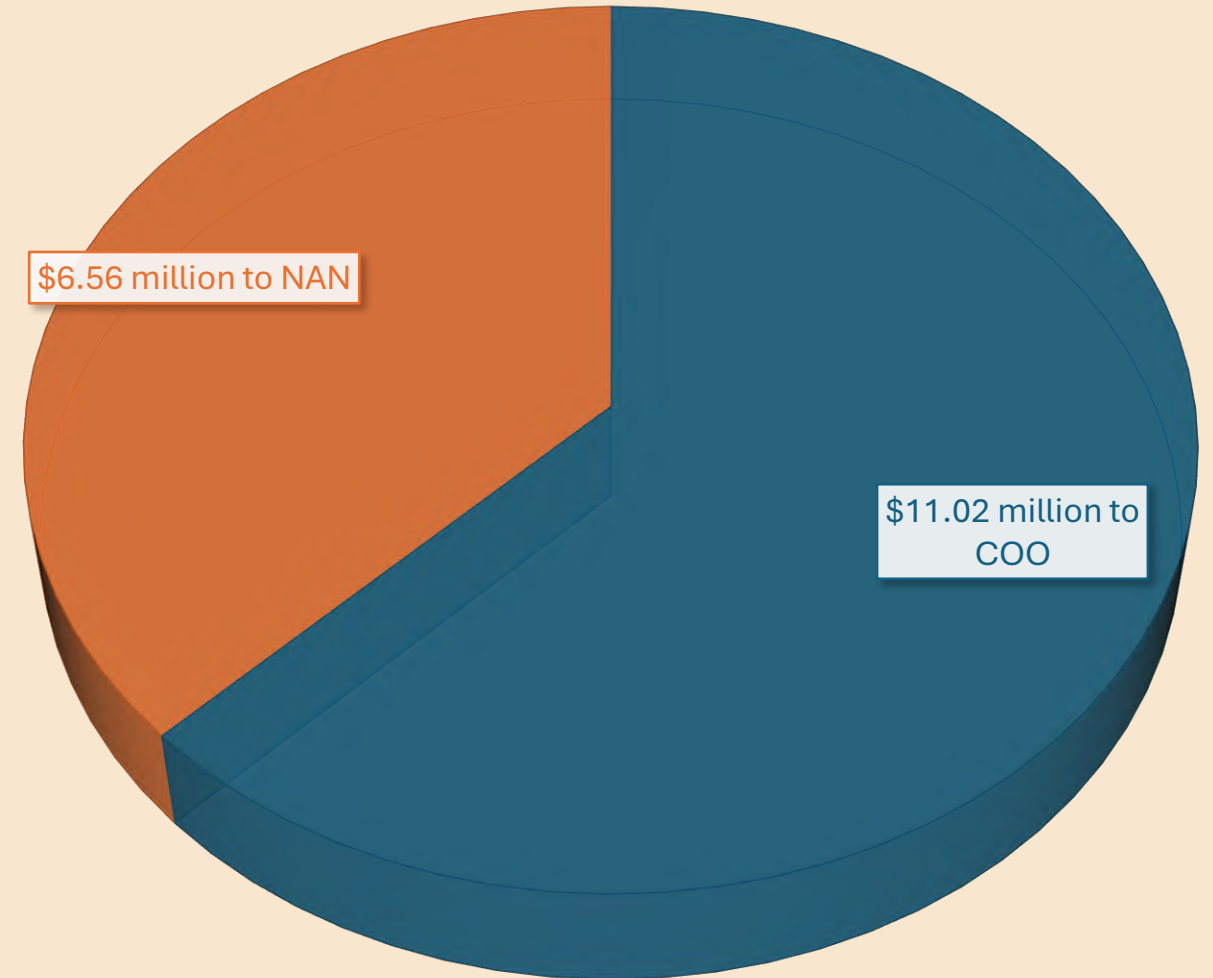
## COO and NAN Implementation Funding

NAN and COO both receive implementation funding under the Ontario Final Agreement

**TOTAL FUNDING (9 YEARS FROM APR 1, 2025 TO MAR 31, 2034)**

### What is the funding for?

- Fulfill roles and responsibilities under the OFA (including for COO, RFP process for Program Assessments, contract administration, etc.)
- Role in the Ontario FNCFS Data Secretariat and data collection and analysis
- Implementation-related research
- Ongoing engagement with regions
- Staff/ contract roles related to implementation of the OFA





# Road to Approval and Implementation

## Next Steps

**Approval Votes:**  
Special Chiefs  
Assemblies on  
February 25 and  
26, 2025

**Tribunal Motion:**  
Seeking approval  
of Ontario Final  
Agreement and  
end of Tribunal  
oversight

**Tribunal Decision  
and any appeals**

**Implementation  
of the reforms in  
the Ontario Final  
Agreement**

The Ontario Final Agreement is conditional on Tribunal Approval and would come into effect 60 days after being approved by the Tribunal.

Parties' target effective date is by **March 31, 2026**. If we do not have Tribunal approval by then, there are funding implications for fiscal year 2025-26.





## Other Agreements Re: 1965 Reform and off-reserve FNRS Funding

1

### **Trilateral Agreement on Reform of the 1965 Agreement - 5 Year Agreement**

Agreement to work with Canada to approach Ontario about 1965 Agreement reform

- **Principles for reform:**
  - Substantive Equality
  - COO and NAN participation in discussions with Ontario
- **Subject Matters for Reform:**
  - All subject matters under the 1965 Agreement not just child and family services
  - Government of Ontario's funding levels, including for remoteness
  - First Nations- focused and led program and service delivery

2

### **Agreement on First Nation Representative Services Off-Reserve Funding – 2 Year Agreement**

- Canada will continue to fund FNRS Off-Reserve using the actuals process, funded through Jordan's Principle and according to the Jordan's Principle terms and conditions
- COO and Canada will approach Ontario to fund FNRS off-reserve



# FNCFS REFORM

Long-Term Reform of the First Nations  
Child and Family Services (FNCFS) Program

[FNCFSREFORM.CA](http://FNCFSREFORM.CA)



Meegwetch!  
Nia: Wen!

This is **Exhibit “HH”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*

A faint, large-scale background image of a tiger's face, rendered in a dark red color that matches the slide's background. The tiger's eyes, nose, and whiskers are visible but subtle.

# **Regional Approach to Remoteness**

Prepared for the Joint NAN and COO Information Session

February 21, 2025



## The Ontario Final Agreement (OFA)

- ❖ The OFA is **not a brand-new agreement**.
- ❖ The entirety of the OFA **has not been re-negotiated**.
- ❖ The agreement was **modified with provisions to regionalize it**.
- ❖ Due to the need to regionalize the agreement from a National to an Ontario-specific Agreement, there are shifts to the way the remoteness governance pieces are laid out in the OFA.



## The Ontario Final Agreement (OFA)

- ❖ Overall, the OFA protects many of the important remoteness gains also found in the National Final Settlement Agreement (FSA), including:
  - ❖ New remoteness adjustment funding for First Nations that represents a first-of-its-kind First Nations-sighted, evidence-based methodology for estimating the increased costs associated with remoteness, which will be applied to adjust funding for First Nations (and to account for those increased costs).
  - ❖ The OFA will set a ground-breaking new bar for accounting for remoteness.



## Context

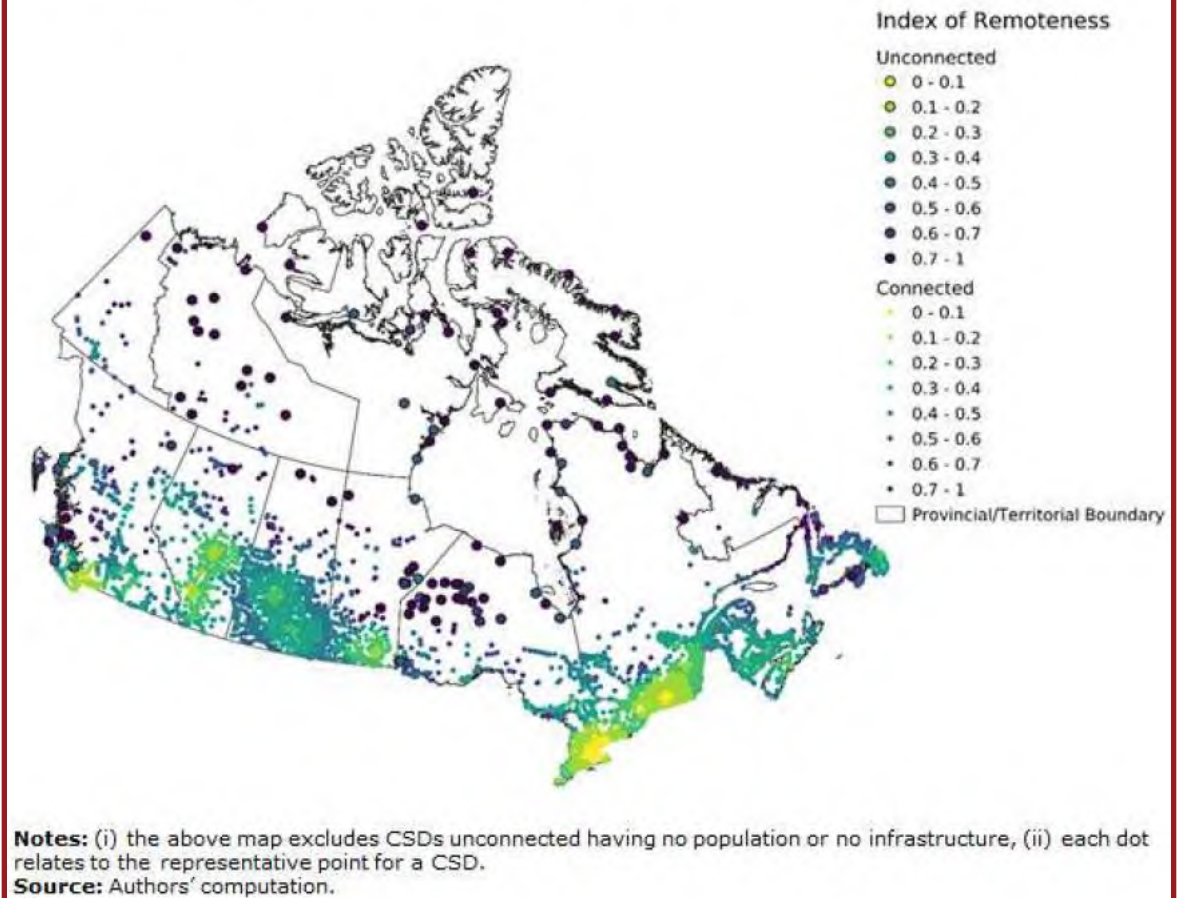
- ❖ “**Remoteness**” means a variable factor measured on a continuum and describes the lived circumstances of First Nations communities for whom issues of access (by road network, by ice road only, by air only, or otherwise), geography and context exacerbate challenges faced by all First Nations, including 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.



## The Statistics Canada Index of Remoteness (IR)

- ❖ The Statistics Canada IR “gravity model” considers the travel costs from a First Nation to “population centres”, and the size of those centres.
- ❖ Population centre: a community with at least 1,000 population.
- ❖ Travel costs depend on distance and whether a community is connected to the “road network.”
- ❖ Results in a continuous measure of remoteness (from 0 to 1) for every community in Canada.

**Figure 5**  
Spatial distribution of the 2021 Index of Remoteness, census subdivisions of Canada







## **Remoteness Adjustment Funding**

- ❖ Where applicable, Remoteness will be applied to the following top-ups/funding streams:
  - ❖ Prevention (for fiscal year 2025-2026 only);
  - ❖ Post-Majority Support Services (for fiscal year 2025-2026 after the Effective Date);
  - ❖ First Nation Representative Services (after April 1, 2026);
  - ❖ Household Supports; and
  - ❖ Information Technology, Results (supporting the implementation of the performance measurement framework), and Emergency Funding.



## NAN-Canada RQ Table

- ❖ In the National FSA, Canada was to establish the National Assembly of Remote Communities (NARC) – Canada Remoteness Table to address issues of remoteness, including the increased costs associated with remoteness, at a national level.
- ❖ In the OFA, it was necessary for the NAN-Canada RQ Table to take on this role, ensuring Parties will be able to collaboratively engage in research tasks nationally and internationally to ensure evidence-based best practices are derived to address issues of remoteness in Ontario.



## 2016: Tribunal Supports a Remoteness Quotient

- ❖ [80] The Panel agrees with the NAN that **a remoteness quotient needs to be developed** as part of medium to long-term relief and that **data needs to be appropriately collected**.

*First Nations Child & Family Caring Society of Canada et al. v. Attorney General of Canada (representing the Minister of Indian and Northern Affairs), 2016 CHRT 16*

- ❖ The application of remoteness factors **ought to be considered from across Canada**.
- ❖ Overall, NAN was ordered to develop a **standardized approach** to **determining funding for remote agencies** as it affects their overall ability to provide services and results in adverse impacts for many First Nations children and families.

Canadian Human Rights Tribunal		Tribunal canadien des droits de la personne	
<p><b>Citation:</b> 2016 CHRT 16  <b>Date:</b> September 14, 2016  <b>File No.:</b> T1340/7008</p>			
<p><b>Between:</b></p>			
<p><b>First Nations Child and Family Caring Society of Canada</b></p>			
<p>- and -</p>			
<p><b>Assembly of First Nations</b></p>			<p>Complainants</p>
<p>- and -</p>			
<p><b>Canadian Human Rights Commission</b></p>			<p>Commission</p>
<p>- and -</p>			
<p><b>Attorney General of Canada</b></p>			<p>Respondent</p>
<p><small>(Representing the Minister of Aboriginal Affairs and Northern Development Canada)</small></p>			
<p>- and -</p>			



## 2016 to 2025: RQ Work Continues to Evolve

- ❖ “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.” - at para 95 of the OFA
- ❖ The RQ Technical Table continues to focus on improvements to the existing methodology so that Canada will provide **additional funding** (indexed) to account for the **increased costs of delivering child and family services in remote communities in Ontario.**



## Ontario Remoteness Secretariat

- ❖ In the National FSA, the Remoteness Secretariat was to be a national body/centre of expertise examining the impacts of remoteness.
- ❖ In the OFA, there will be an Ontario Remoteness Secretariat that will serve the same role but for Ontario only.
- ❖ The Ontario Remoteness Secretariat will be established by the NAN-Canada RQ Table.
- ❖ The work of the Ontario Remoteness Secretariat and the NAN-Canada RQ Table are intended to represent an **advocacy voice** across sectors, including but not limited to health, education, and community safety, and to be a **center of expertise** on the impacts of remoteness experienced by First Nations and FNCFS Agencies. **10**



## **National Assembly of Remote Communities (NARC)**

- ❖ In the National Agreement, NARC was guaranteed funding for the 10-year term.
- ❖ Due to this being a Regional Agreement, NARC will not be funded under the OFA.
- ❖ This reflects the narrowed mandate of Canada to finalize a Regional (Ontario) deal.

# Questions?

Contact Information:

[julianf@falcons.ca](mailto:julianf@falcons.ca)

[klings@nan.ca](mailto:klings@nan.ca)

**(613) 857-9804**

This is **Exhibit "II"** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



The Trilateral Agreement in Respect of Reforming the 1965 Agreement (referred to as the “Trilateral Agreement”) is a provisional agreement reached by Chiefs of Ontario, Nishnawbe Aski Nation, and Canada that details how the parties will work together to drive forward comprehensive reform of the *1965 Indian Welfare Agreement*.

### Background

#### 1965 INDIAN WELFARE AGREEMENT

In 2016, the CHRT ordered Canada to reform the *1965 Indian Welfare Agreement* (the “1965 Agreement”) – a cost-sharing agreement between Canada and Ontario that sets out the formula Canada uses for reimbursing Ontario for the cost of delivering social assistance, childcare, homemaking, and child and family services on-reserve.

Work to reform the 1965 Agreement has not yet begun.

The provisional Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario (referred to as the “Ontario Final Agreement”) contains a commitment from Canada to work with COO and NAN on an expedited basis to pursue reform of all program areas covered under the 1965 Agreement with the Government of Ontario – not just child and family services on-reserve. The Trilateral Agreement picks up where the Final Agreement leaves off, detailing how COO, NAN, and Canada will work together.

The Trilateral Agreement would come into effect on April 1, 2025 if it is ratified by NAN Chiefs-in-Assembly and COO Chiefs-in-Assembly at the upcoming Special Chiefs Assemblies (details below).

The Trilateral Agreement contains the following commitments:

- commitment by COO, NAN, and Canada to **create a work plan** outlining how we will reach out to the Government of Ontario and identifying substantive subjects for discussion with the Government of Ontario by May 31, 2025
- **funding to COO and NAN** to carry out the activities set out in the work plan. This funding includes amounts to support engagements, research, legal fees, and the Special Chiefs Assemblies required to ratify any reformed agreement.
- commitment that Canada will take the position that COO and NAN be given the opportunity to **fully participate in discussions** with Canada and the Government of Ontario in respect of reforming the 1965 Agreement
- commitment by Canada to not amend, replace, or terminate the 1965 Agreement or enter into a Reformed 1965 Agreement **without consultation with COO and NAN**
- commitment by Canada to **make best efforts to reach an agreement on a reformed 1965 Agreement with Ontario by March 31, 2027** and to discuss next steps with COO and NAN if a reformed agreement cannot be reached by that date
- Outside of the Ontario Final Agreement, ISC has committed to continue to fund First Nations in Ontario to access funding at actuals to support the unmet need for First Nation Representative Services to First Nation children and families residing off-reserve until March 31, 2027, subject to Canada’s approval processes and terms and conditions. Funding for post-March 31, 2027 is to be negotiated.

## Next Steps

### Information Sessions

COO and NAN will be hosting a virtual information session to help communities understand the Trilateral Agreement and the Ontario Final Agreement. Leadership and technicians have two opportunities to attend the information session:

- Thursday, February 13th from 10:30-12:30pm Eastern
- Friday, February 21st from 10:30-12:30pm Eastern To register, please visit: [www.chiefsmeeting.com/fncfsinfo](http://www.chiefsmeeting.com/fncfsinfo)

COO and NAN will also be hosting one last virtual update session for Ontario Chiefs on the Trilateral Agreement and the Ontario Final Agreement on February 14th from 1:00-2:00pm Eastern.

To register, please visit: [www.chiefsmeeting.com/fncfschiefs](http://www.chiefsmeeting.com/fncfschiefs).

### Votes at Special Chief Assemblies

NAN is holding a Special Chiefs Assembly on February 25th where the Trilateral Agreement and the Ontario Final Agreement will be put to approval votes by NAN Chiefs. To register, please visit: [form.123formbuilder.com/6734960/nan-special-chiefs-assembly-final-settlement-agreement](http://form.123formbuilder.com/6734960/nan-special-chiefs-assembly-final-settlement-agreement).

COO is holding a Special Chiefs Assembly on February 26th where the Trilateral Agreement and the Ontario Final Agreement will be put to approval votes by the Ontario Chiefs in Assembly. For more information, please visit: [www.chiefsmeeting.com/cooscafa](http://www.chiefsmeeting.com/cooscafa). COO SCA meeting materials, including the agenda and draft resolutions ratifying the Trilateral Agreement and the Ontario Final Agreement, will be uploaded to the COO SCA webpage soon.

## Contact

If you have any questions, please contact:

**Finn Simard**  
**COO Director of Social Services,**  
**Chiefs of Ontario**  
Email: [finn.simard@coo.org](mailto:finn.simard@coo.org)  
Phone: (416) 597-1266  
Mobile: (437) 428-5378



**Nishnawbe  
Aski Nation**  
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# Final Agreement on the Long-Term Reform of the First Nations Child and Family Services (FNCFS) Program in Ontario

## Fact Sheet for FNCFS Agencies

### Background

The draft Final Agreement on Long-Term Reform of the First Nations Child and Family Services (“FNCFS”) Program in Ontario (the “Ontario Final Agreement”) reached by Chiefs of Ontario, Nishnawbe Aski Nation, and Canada provides for the implementation of the reforms contained in the rejected national Final Agreement here in Ontario.

The Ontario Final Agreement commits ISC to provide \$8.5 billion over 9 fiscal years (April 1, 2025 to March 31, 2034).

### KEY FACTS ABOUT THE ONTARIO FINAL AGREEMENT FOR FNCFS AGENCIES

Key facts about the draft Ontario Final Agreement for FNCFS Agencies are detailed below. The first section highlights changes related to funding and the second on changes to the non-monetary aspects of the Ontario Final Agreement.

Note: The below is conditional on the Ontario Final Agreement being ratified by Nishnawbe Aski Nation Chiefs-in-Assembly and Ontario Chiefs-in-Assembly, and approved by the Canadian Human Rights Tribunal (“CHRT”) within the 2025-26 fiscal year.

#### FNCFS Agency Funding Under the Ontario Final Agreement

- The Ontario Final Agreement **does not** change the way that FNCFS Agencies in Ontario are funded by the provincial government for on- and off-reserve protection, maintenance, and operations under the Ontario Agency Funding Formula. The Ontario Final Agreement **only** speaks to the funding that ISC provides to FNCFS Agencies. The amounts that FNCFS Agencies would receive from ISC under the Ontario Final Agreement are **in addition** to these amounts from Ontario.
- Ontario FNCFS Agencies continue to have access to actuals from ISC for **intake and investigation, legal fees, and building repairs** until March 31, 2026. After that, **baseline funding** will be provided to FNCFS Agencies based on the 2022-23 operations and maintenance expenditures, adjusted for inflation and population growth. Going forward, baseline funding will be adjusted to reflect inflation and population growth.

In limited circumstances, FNCFS Agencies will be able to submit a Service Provider Funding Adjustment Request should their protection and least disruptive measures funding be insufficient.

- FNCFS Agencies have been receiving a share of their affiliated First Nations’ **prevention funding** since April 1, 2022 and will continue to do so in 2025-26. Once the Ontario Final Agreement comes into effect, First Nations in Ontario can elect to receive up to 100% of its prevention funding or choose to allocate some of it to its affiliated FNCFS Agency. This means that an FNCFS Agency’s prevention funding may decrease as soon as October 1, 2026 as a result of the First Nation’s choice.

The new approach to prevention funding recognizes First Nations as leaders in carrying out prevention services and respects that First Nations are best suited to choose whether another service provider should be delivering prevention services in their communities.

- FNCFS Agencies will continue to have access to funding for **FNCFS capital** at actuals until the date the Ontario Final Agreement comes into effect. FNCFS Agencies will continue to be eligible to request FNCFS capital funding after this date, but projects will be funded out of a \$455 million pot and pursuant to a new process that will feature a prioritization framework.
- FNCFS Agencies will continue to have access to funding for **post-majority support services** at actuals until the date the Ontario Final Agreement comes into effect. After that, Agencies will receive post-majority support services funding only if an affiliated First Nation(s) decides to allocate some of its funding to the FNCFS Agency, similar to prevention funding.
- FNCFS Agencies will receive one brand new type of funding: **emergency funding**, which is split 50/50 between the First Nation and its affiliated FNCFS Agency. Note that funding in 2025-26 will be prorated based on the date the agreement comes into effect.
- In 2025-26, prevention funding and emergency funding (prorated) to FNCFS Agencies will be **adjusted for remoteness** at the lower rate. After that, any prevention, post-majority support services, and emergency funding received by an FNCFS Agency will be adjusted for remoteness according to the approach detailed in the Ontario Final Agreement.

## Non-Monetary Aspects of the Ontario Final Agreement Relevant to FNCFS Agencies

- **Performance Measurement:** FNCFS Agencies will be required to report on indicators directly related to their activities to advance the outcomes of the Reformed FNCFS Program. For a complete list of the indicators and outcomes that will be used, please see Appendix 2 of the Ontario Final Agreement. This data will be shared by ISC with the Ontario FNCFS Data Secretariat.
- **Community Wellness Reporting:** FNCFS Agencies will be required to collect data on the community wellness indicators listed at paragraph 113 of the Ontario Final Agreement with respect to children placed in out-of-home care. FNCFS Agencies will report on this data to their affiliated First Nations and will share this data with the Ontario FNCFS Data Secretariat.
- **Co-Developed Child and Community Wellbeing Plan:** Every FNCFS Agency will be required to co-develop a Child and Community Wellbeing Plan with the First Nations they serve. It will be a multi-year plan, updated annually, and will cover things like how the FNCFS Agency is spending its funding (including surplus funding) and how the FNCFS Agency will work to achieve the First Nations' priorities. A template planning template can be found at Appendix 5 of the Ontario Final Agreement.
- **Alternative Dispute Resolution (ADR) Process:** The ADR process in the Ontario Final Agreement is more streamlined, less costly, and more culturally appropriate. It will handle two types of disputes, including disputes raised by First Nations and FNCFS Agencies. It is an optional process – First Nations and FNCFS Agencies can decide not to use the ADR process in the Ontario Final Agreement and to instead take their dispute to a court or to the CHRT if they choose.
- **Reform of the 1965 Agreement:** COO, NAN, and Canada are committed to working together to pursue reform of the 1965 Agreement. One of our priorities is to encourage the Government of Ontario to review its formula/funding levels to advance substantive equality.

## RESOURCES

### Ontario Final Agreement Fact Sheet:

<https://fncfsreform.ca/DOWNLOADS/FEB-10-2024/Ontario-Final-Agreement-Fact-Sheet-Final-Draft-Feb-5-2025.pdf>

### Draft Ontario Final Agreement:

<https://fncfsreform.ca/DOWNLOADS/FEB-10-2024/Draft-Agreement-on-FNCFS-Program-Reform-in-Ontario-February-7-2025.pdf>

**Comparison Between the National (Rejected) Final Agreement and the Ontario Final Agreement:** <https://fncfsreform.ca/DOWNLOADS/FEB-10-2024/Comparison-between-National-Final-Agreement-and-Ontario-Final-Agreement.pdf>

**Archived documents relating to the National (Rejected) Final Agreement:**  
<https://fncfsreform.ca/archive>

## Next Steps

### Information Sessions

COO and NAN will be hosting one last virtual information session on **Friday, February 21st from 10:30-12:30pm Eastern** to help First Nations and FNCFS Agencies understand the Ontario Final Agreement. To register, please visit: <https://www.chiefsmeeting.com/fncfsinfo>.

### Votes at Special Chief Assemblies

The Ontario Final Agreement will be put to an approval vote by NAN Chiefs at a Special Chiefs Assembly on **February 25th**.

The Ontario Final Agreement will be put to an approval vote by Ontario Chiefs-in-Assembly at a Special Chiefs Assembly on **February 26th**.

## Contact

If you have any questions, please contact:

**Finn Simard**

**COO Director of Social Services, Chiefs of Ontario**

Email: [finn.simard@coo.org](mailto:finn.simard@coo.org)

Phone: (416) 597-1266

Mobile: (437) 428-5378



**Nishnawbe  
Aski Nation**  
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## WHAT'S NEW IN THE ONTARIO FINAL AGREEMENT?

The provisional Ontario Final Agreement provides for the implementation of the reforms contained in the national Final Agreement here in Ontario. It is essentially the same as the national Final Agreement, with the only changes being those necessary for it to be applicable specifically within Ontario.

New features of the provisional Ontario Final Agreement are detailed in the tables below. The first table highlights changes related to funding and the second on changes to the on-monetary aspects of the Ontario Final Agreement.

## REFORMED FNCFS FUNDING APPROACH AND HOUSING FUNDING UNDER THE ONTARIO FINAL AGREEMENT

### Funding Commitment & Term

The Ontario Final Agreement commits ISC to provide \$8.5 billion over 9 fiscal years (April 1, 2025 to March 31, 2034).

Note: The above funding commitment is conditional on the Ontario Final Agreement coming into effect by **no later than March 31, 2026**. If proceedings at the Canadian Human Rights Tribunal (the "Tribunal") are drawn out and the Ontario Final Agreement does not come into effect by that date, all funding for fiscal year 2025-26 will be lost.

### ISC's Commitment to Fund Outside of \$8.5 Billion

The funding committed by ISC under the Ontario Final Agreement is actually greater than \$8.5 billion as ISC has committed to fund the following at their full cost from outside the \$8.5 billion envelope:

- Administrative support to the Ontario Reform Implementation Committee
- Cultural humility training for ISC employees
- Two comprehensive Program Assessments (to evaluate the effectiveness of the reforms and make recommendations for improvements)
- COO and NAN legal fees until the Ontario Final Agreement comes into effect

April 1, 2025 to March 31, 2026

### Transition to Reformed Program and End of Actuals

- FNCFS Agencies will continue to have access to actuals for intake and investigations, legal fees, and building repairs
- First Nations and FNCFS Agencies will continue to receive prevention funding, adjusted for remoteness at the lower rate
- First Nations will continue to receive First Nation Representative Services funding and continue to have access to additional funding at actuals if 75% or more of their annual allocation has been used
- First Nations will receive results, IT, 50% of emergency, and household supports funding, and FNCFS Agencies will receive the other 50% of emergency funding, prorated based on the date the Ontario Final Agreement comes into effect
- First Nations and FNCFS Agencies will continue to have access to actuals for capital until the date the Ontario Final Agreement comes into effect
- First Nations and FNCFS Agencies will continue to have access to actuals for post-majority support services until the date the Ontario Final Agreement comes into effect. Between that date and March 31, 2026, ISC will provide First Nations with their annual PMSS allocation for 2025-26 minus any funding provided at actual costs in that year.

As of April 1, 2026

### Prevention Funding

As of the date the Ontario Final Agreement comes into effect, a First Nation may give written notice to ISC directing how prevention funding attributable to the First Nation should be allocated. **A First Nation can choose to receive all of the prevention funding attributable to it or to direct some/all of its FNCFS Agency.**

A First Nation has until **September 30, 2025** to submit written notice to ISC directing the allocation of prevention funding for the second half of 2026-27 (October 1, 2026 to March 31, 2027).

Until and unless a First Nation provides such written notice to ISC, prevention funding will continue to be split between the First Nation and its affiliated FNCFS Agency according to the approach used in 2025-2026.

As of April 1, 2026

### First Nation Representative Services Funding

Starting April 1, 2026, each First Nation will be funded for First Nation Representative Services (FNRS) at its highest annual amount of FNRS funding received over **five fiscal years**, from fiscal year 2019-2020 to fiscal year **2023-2024**, adjusted for inflation and population growth.

This is a notable improvement on the terms of the national agreement, which did not take 2023-24 funding levels into consideration.



As of April 1, 2026

### **FNCFS Capital Funding**

As of the date the Ontario Final Agreement comes into effect, access to actuals will be replaced by a \$455 million envelope for the 9 year term of the agreement. This represents Ontario's share of the national capital funding pot negotiated for in the rejected Final Agreement.

The process for accessing capital funding as of April 1, 2026 is the same as it was in the rejected Final Agreement.

As of April 1, 2026

### **Post-Majority Support Services Funding**

As of the date the Ontario Final Agreement comes into effect, access to actuals will be replaced by an approach where First Nations receive a direct annual allocation. Funding for post-majority support services over the 9 year term of the agreement is \$328.2 million.

There have been no changes to the eligibility guidelines for post-majority support services funding nor to how a First Nation's allocation is calculated.

Until March 31, 2027

### **Funding for First Nation Representative Services to Off-Reserve Children & Families**

Outside of the Ontario Final Agreement, ISC has committed to continue to fund First Nations in Ontario to access funding at actuals to support the unmet need for First Nation Representative Services to First Nations children and families residing off-reserve (FNRS off-reserve) **until March 31, 2027**, subject to guidance it will release about how it will assess funding requests for FNRS off-reserve.

COO, NAN, and ISC will raise the issue of funding for FNRS off-reserve with the Government of Ontario in discussions on reforming the 1965 Agreement. If Ontario has not begun to fund FNRS off-reserve by March 31, 2027, First Nations in Ontario would have to seek funding for FNRS off-reserve through Jordan's Principle, provided it remains an eligible expense.

No substantive changes have been made to the original terms of the rejected Final Agreement in the Ontario Final Agreement with respect to:

➤ **The balance of the Reformed FNCFS Funding Approach to take effect in 2026-27, including:**

- Baseline funding to FNCFS Agencies
- Funding for results, IT, emergency, and household supports
- Remoteness adjustment funding and the full implementation of the RQAF methodology
- Adjustments to funding for inflation and population growth
- Non-Agency First Nations' entitlement to all prevention and emergency funding

➤ **Housing funding to First Nations**

- First Nations in Ontario have already received housing funding for 2023-24 and 2024-25
- First Nations in Ontario will receive additional funding over fiscal years 2025-2026, 2026-2027, and 2027-2028 totalling \$258.4 million
- All First Nations in Ontario receive this funding, even those exercising jurisdiction under the federal child welfare legislation (C-92)

➤ **FNCFS Agency funding from the Government of Ontario**

- FNCFS Agencies continue to receive funding directly from Ontario for prevention, investigation, least disruptive measures, and protection. The amount they receive depends on Ontario's funding formula.
- The amounts that FNCFS Agencies would receive under the provisional Ontario Final Agreement are *in addition* to these amounts from Ontario.

## NON-MONETARY ASPECTS OF THE ONTARIO FINAL AGREEMENT

### **Governance of the Reformed FNCFS Program**

The Reform Implementation Committee in the rejected Final Agreement has been rebranded the Ontario Reform Implementation Committee, or ORIC. The ORIC has the same roles and responsibilities, receives input from the same entities, and will form the same subcommittees as the Reform Implementation Committee, but it is composed differently with 8 members appointed as follows:

- 1 member appointed by each of COO, NAN, and ISC; and
- 5 at-large members appointed by Ontario Chiefs-in-Assembly, one of whom is to be a youth with lived experience of out-of-home care

### **Ontario FNCFS Data Secretariat**

The model of a National Secretariat assisted by regional secretariats found in the rejected Final Agreement has been replaced by one Ontario FNCFS Data Secretariat. The Ontario FNCFS Data Secretariat has all of the data-related duties formerly assigned to the National Secretariat.

COO and NAN intend to select an existing organization to act as the Ontario FNCFS Data Secretariat and has had preliminary discussions with the Institute for Clinical Evaluative Sciences (ICES) to this end. ISC will provide \$13.5 million over the term of the Ontario Final Agreement to support the Ontario FNCFS Data Secretariat.

### **Dispute Resolution Process**

The Dispute Resolution process in the Ontario Final Agreement had to be reworked to fit an Ontario-only context but still closely resembles the process in the rejected Final Agreement in that:

- It will continue to handle 2 types of disputes: Parties Disputes between COO, NAN, and/or Canada; and Claimant Disputes by First Nations and Agencies to address funding inaccuracies or denial of Service Provider Funding Adjustment Requests
- It continues to provide for duty counsel to assist First Nations and FNCFS Agencies in filing disputes free of charge; and
- First Nations and FNCFS Agencies still have the option of using this process, but it is not mandatory – they can pursue other legal remedies

### **Cultural Humility Training for ISC Employees**

The Ontario Final Agreement provides for mandatory cultural humility training for all ISC employees whose work intersects with Ontario Final Agreement and for COO and NAN to have a continued role and voice in ISC reform more generally.

References to the Expert Advisory Committee on ISC Reform and details of its work had to be removed from the Ontario Final Agreement due to being national in scope and having been rejected by the First Nations-in-Assembly.

### **Remoteness Governance and Research**

The NAN-Canada Remoteness Quotient Table will continue and will 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.

References to the National Association of Remote Communities (NARC) had to be removed from the Ontario Final Agreement due to the body being national in scope and having been rejected by the First Nations-in-Assembly.

## Road to Approval by the Tribunal

The rejected Final Agreement committed the parties to speaking publicly in favour of the agreement and making best efforts to have First Nations leadership ratify the agreement. This language caused distrust and **has been removed from the Ontario Final Agreement**. Now, the section simply says that COO and NAN will take the Ontario Final Agreement to Ontario First Nations leadership for ratification and, if ratified, to the Tribunal for approval.

## Effective Date

If the Tribunal approves the Ontario Final Agreement and ends its jurisdiction in Ontario, the Ontario Final Agreement will come into effect 60 days later. However, the effective date will be pushed back if a party to the Caring Society/Tribunal litigation takes steps to try and overturn the Tribunal's decision.

As noted above, the above funding commitment is conditional on the Ontario Final Agreement coming into effect **by no later than March 31, 2026**. If the Ontario Final Agreement does not come into effect by that date, all funding for fiscal year 2025-26 will be lost.

## Implementation Funding to COO and NAN over the Term of the Ontario Final Agreement

Canada will provide funding in the total amount of \$11.02 million to COO and in the total amount of \$6.56 million to NAN over the term of the Ontario Final Agreement 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:

- Staff positions created specifically to further work necessary to the implementation of the Ontario Final Agreement;
- Implementation-related research;
- Hosting First Nation engagements;
- Legal fees; and
- With respect to funding to 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.

These amounts would typically be housed in private contribution agreements but were included in the Ontario Final Agreement at the decision of COO and NAN for added transparency and to better protect the funds from the whims of a new government.

No substantive changes have been made to the original terms of the rejected Final Agreement in the Ontario Final Agreement with respect to:

- **COO's and NAN's status as parties in Jordan's Principle matters.** The Ontario Final Agreement resolves COO's and NAN's stake in the Caring Society/CHRT litigation with respect to the FNCFS Program but we still continue as parties in Jordan's Principle matters.
- COO, NAN, and Canada's commitment to work together to pursue **reform of the 1965 Agreement**, the details of which are spelled out in the Trilateral Agreement in Respect of Reforming the 1965 Agreement
- The entire **Program Assessment process**, except that it will be COO (not the AFN) that will hold the contract with the Program Assessment Organization
- The provisions that **enhance Agency accountability to First Nations**, including the requirement of a co-developed plan and reporting to the First Nation on community wellness indicators
- The flexible **FNCFS Funding Mechanism** and schedules for ISC's contribution agreements with First Nations and FNCFS Agencies
- The Reformed FNCFS Program's indicators and outcomes for **measuring the performance of the program**
- **Service Provider Funding Adjustment Request process** through which First Nations can request and receive additional prevention funding in certain circumstances
- The safety net that ensures that **First Nations exercising jurisdiction under the federal child welfare legislation (C-92)** will be entitled to no less than the funding it would have received under the Ontario Final Agreement in its Coordination Agreement
- The commitment to improve measurement of the remoteness of ferry-connected communities
- FNCFS Terms and Conditions seen by the NAN and Ontario Chiefs-in-Assembly in October
- **Canada's obligations upon expiry of the Ontario Final Agreement.** Canada is required to ensure that discrimination does not recur, engage with COO and NAN about the FNCFS Program in Ontario post-expiry, and to consider embedding the Reformed FNCFS Funding Approach in legislation (i.e., statutory funding)
- The ability of COO, NAN, First Nations, and FNCFS Agencies to **enforce the funding commitment** through the Dispute Resolution Process in the Ontario Final Agreement

## NEXT STEPS

### Information Sessions

COO and NAN will be hosting a virtual information session to help communities understand the Ontario Final Agreement, as well as the Trilateral Agreement in Respect of Reforming the 1965 Agreement (the “Trilateral Agreement”). Leadership and technicians have two opportunities to attend the information session:

- Thursday, February 13 from 10:30-12:30pm Eastern
- Friday, February 21 from 10:30-12:30pm Eastern

To register, please visit: <https://www.chiefsmeeting.com/fncfsinfo>

COO and NAN will also be hosting one last virtual update session for Ontario Chiefs on February 14th from 1:00-2:00pm Eastern. To register, please visit: <https://www.chiefsmeeting.com/fncfsschiefs>.

### Votes at Special Chiefs Assemblies

NAN is holding a Special Chiefs Assembly on **February 25** where the Ontario Final Agreement and the Trilateral Agreement will be put to approval votes by NAN Chiefs. To register, please visit: <https://form.123formbuilder.com/6734960/nan-special-chiefs-assembly-final-settlementagreement>.

COO is holding a Special Chiefs Assembly on **February 26** where the Ontario Final Agreement and the Trilateral Agreement will be put to approval votes by the Ontario Chiefs in Assembly. For more information, please visit: <https://www.chiefsmeeting.com/cooscafa>. COO SCA meeting materials, including the agenda and draft resolutions ratifying the provisional Ontario Final Agreement and Trilateral Agreement, will be uploaded to the COO SCA webpage soon.

### Seeking Approval of the Ontario Final Agreement at the Tribunal

Should the Ontario Final Agreement be approved by Ontario First Nations leadership at the Special Chiefs Assemblies, Canada, COO, and NAN would file a motion with the Tribunal seeking its approval of the Ontario Final Agreement and the end of its oversight over the FNCFS Program with respect to Ontario.

Full implementation of the reforms contemplated in the Ontario Final Agreement would begin after the Tribunal has approved the Ontario Final Agreement and after any related court processes are completed.

### Contact

If you have any questions, please contact:

Finn Simard  
COO Director of Social Services,  
Chiefs of Ontario  
Email: [finn.simard@coo.org](mailto:finn.simard@coo.org)  
Phone: (416) 597-1266  
Mobile: (437) 428-5378



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**Myth:** **This is a new deal.**

**Fact:** This is the same deal outlined in the Provisional Final Agreement (FA). The Ontario Agreement represents the regional implementation of what was already agreed upon by the Chiefs-in-Assembly within Ontario.

**Myth:** **Chiefs in Ontario are disregarding national processes.**

**Fact:** Chiefs in Ontario have provided a clear and strong regional mandate to pursue the Ontario Agreement, which respects First Nations' jurisdiction and decision-making over child welfare. This approach upholds First Nations sovereignty and is in line with the Chiefs of Ontario's resolution to prioritize regional needs.

**Myth:** **Off-reserve funding is being removed.**

**Fact:** Off-reserve funding was never included in the Canadian Human Rights Tribunal (CHRT) litigation and, therefore, falls outside the scope of this agreement. Advocacy for off-reserve funding is being addressed through the reform of the 1965 Indian Welfare Agreement (IWA) and Jordan's Principle.

**Myth:** **There is time to negotiate a better deal.**

**Fact:** There is no time to delay. An entire generation of children has already aged out of care since this process began in 2006. With potential changes in the federal government, urgent action is required to secure the necessary reforms and support for First Nations children and families.

**Myth:** The funding model is rigid and does not account for unique community needs.

**Fact:** The reformed funding model provides stability and flexibility, including provisions for reallocation and carry-forward. This ensures that cost fluctuations caused by remoteness and inflation can be addressed effectively.

**Myth:** Agencies are not accountable to First Nations.

**Fact:** The agreement strengthens agency accountability to First Nations, ensuring that services are culturally appropriate, effective, and tailored to the unique needs of each community.

It also recognizes First Nations as essential service providers and leaders in child and family services. A key priority of the agreement remains reducing the number of First Nations children in the care of provincially mandated agencies.

**Myth:** First Nations exercising jurisdiction under Bill C-92 are left unsupported.

**Fact:** The agreement includes a safety net to ensure First Nations exercising jurisdiction under Bill C-92 receive the support necessary to implement their mandates successfully.

**Myth:** There is no provision for unexpected needs or crises.

**Fact:** A pathway exists for First Nations to request additional funding in response to unforeseen circumstances, ensuring they can address emergencies or unexpected challenges.

**Myth:** The agreement does not allow for periodic review and adjustment.

**Fact:** The effectiveness of the reformed FNCFS Program will be reviewed at the five-year mark and before the end of the 9-year period to ensure it continues to meet the needs of First Nations children and families.



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Aski Nation  
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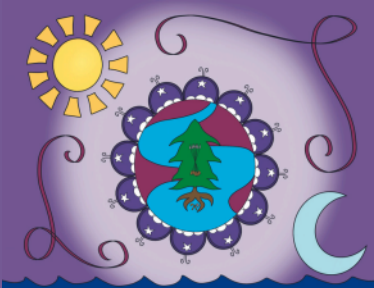


This is **Exhibit “JJ”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



Name:

Recipient #:

This funding profile contains estimates of your First Nation's FNCFS Program funding in 2026-27 and housing funding under the **Final Agreement on Long-Term Reform of the FNCFS Program in Ontario**. It also includes estimates of your affiliated FNCFS Agency's funding and a snapshot of FNCFS funding levels in Ontario.

On-reserve population (drawn from the Indian Register as of September 30, 2024):

Affiliated FNCFS Agency (Protection):

Affiliated PTO/IRO:

### YOUR FIRST NATION'S FNCFS PROGRAM FUNDING IN 2026-27



**Prevention**  
To support community-based prevention services or activities

Funding Amount: \$  \*

*\*This amount does not include any funding attributable to your First Nation that is directed to your affiliated Agency (see below)*



**First Nation Representative Services Funding**  
To support children and families who are involved or at risk of involvement with child and family services

Funding Amount in 2024-25: \$

Funding Amount in 2026-27: \$



**Post-Majority Support Services Funding**  
To support youth aging out of care and young adults formerly in care up to the age of 26

Funding Amount: \$



**Results Funding**  
To support the implementation of new data collection and reporting requirements

Funding Amount: \$



**Information Technology (IT) Funding**  
To support IT needs related to the implementation of the reformed program

Funding Amount: \$



**Emergency Funding**  
To support responses to unanticipated events affecting FNCFS service delivery

Funding Amount: \$



**Household Supports Funding**  
To support meeting the basic needs of families

Funding Amount: \$



**Remoteness Adjustment Funding**  
To support service delivery in remote communities

Remoteness Quotient Adjustment Factor (RQAF):  %

Funding Amount: \$

### YOUR FIRST NATION'S TOTAL FNCFS PROGRAM FUNDING IN 2026-27:

\$  \*

*\*This amount does not include capital funding for the purchase and/or construction of capital assets to support FNCFS service delivery. The process for accessing capital funding is described in the Ontario Final Agreement.*

This represents a \$  increase to your First Nation's total FNCFS Program Funding from 2024-25.

### Your First Nation's Total Housing Funding



**Housing Funding**  
To support the purchase, construction, and renovation of housing units for the purposes of preventing children from being taken into care and supporting reunification where housing is a barrier

Total Funding Amount for All Years (2024-25 to 2027-28): \$

### YOUR AFFILIATED AGENCY'S FNCFS PROGRAM FUNDING IN 2026-27

Name of Affiliated Agency:



**Prevention Funding**  
Funding attributable to your First Nation that is directed to your Agency in 2026-27, including remoteness adjustment funding where applicable:

\$  \*

*\*As of the date the Ontario Final Agreement comes into effect, your First Nation can decide to receive 100% of this prevention funding or direct some/all of it to your Agency. ISC will implement your decision according to the timelines in the Ontario Final Agreement.*



**Baseline Funding**  
Funding to cover operations and child protection costs

Funding Amount: \$



**Emergency Funding**  
Funding attributable to your First Nation that is directed to your Agency, including remoteness adjustment funding where applicable:

\$

**Notes:**

- Non-Agency First Nations have no affiliated FNCFS Agency for protection services and are considered to be receiving protection services from a mainstream service provider(s). Non-Agency First Nations receive 100% of the prevention funding and emergency funding attributable to them. However, if you are a Non-Agency First Nation receiving prevention services from Mnaasged Child and Family Services, the above "Prevention Funding" amount is the prevention funding attributable to your First Nation that is directed to MCFS.
- If your First Nation is affiliated with an FNCFS Agency for protection services and the above "Prevention Funding" amount is \$0.00, it means that ISC is already directing 100% of the prevention funding to your First Nation pursuant to the BCR you submitted.

### SNAPSHOT OF FNCFS PROGRAM FUNDING LEVELS IN ONTARIO IN 2026-27

Total Prevention Funding to First Nations and FNCFS Agencies, including remoteness= \$

Total First Nation Representative Services Funding, including remoteness= \$

Total Post-Majority Support Services Funding, including remoteness= \$

**TOTAL FNCFS PROGRAM FUNDING IN ONTARIO IN 2026-27=** \$

This is **Exhibit “KK”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



**CHIEFS OF ONTARIO  
SPECIAL CHIEFS ASSEMBLY  
February 26, 2025 (Hybrid In-Person and Online)**

**RESOLUTION #01/25S**

**SUBJECT: RATIFICATION OF THE FINAL AGREEMENT ON THE LONG-TERM REFORM OF THE FIRST NATIONS CHILD AND FAMILY SERVICES PROGRAM IN ONTARIO AND THE TRILATERAL AGREEMENT IN RESPECT OF REFORMING THE 1965 AGREEMENT**

**MOVER: Chief Joe Miskokomon, Chippewas of the Thames First Nation**

**SECONDER: Chief Merle Loon, Mishkeegogamang First Nation**

**DECISION: CARRIED**

**WHEREAS:**

1. Chiefs of Ontario (“COO”) is an interested party in *First Nations Child and Family Caring Society and Assembly of First Nations v. A-G Canada*, a human rights case before the Canadian Human Rights Tribunal as File Number T1340/7008 (the “CHRT Litigation”); and
2. There are two draft agreements related to the CHRT Litigation for consideration today by Ontario Chiefs in Assembly: the draft Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario (the “Ontario Final Agreement”) and the draft Trilateral Agreement in Respect of Reforming the 1965 Agreement (the “Trilateral Agreement”).

Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario (the “Ontario Final Agreement”)

3. COO is a party to the Agreement-In-Principle on Long Term Reform of the First Nations Child and Family Services (“FNCFS”) Program and Jordan’s Principle (dated December 31, 2021) along with the First Nations Child and Family Caring Society (the “Caring Society”), the Assembly of First Nations (the “AFN”), the Attorney General of Canada (“Canada”), and Nishnawbe Aski Nation (“NAN”) (collectively referred to as the “Parties”);

4. The Parties actively negotiated toward an agreement settling the CHRT Litigation matters beginning in April 2022;
5. COO was guided throughout the negotiations by an Advisory Committee composed of COO's Social Services Coordination Unit members and independents, with input and involvement from COO's Chiefs' Committee on Social and Leadership Council. The Advisory Committee provided advice to the COO negotiating team to take to the negotiation table;
6. Negotiations were supposed to conclude at the end of 2022 but were extended to March 31, 2023. When that deadline was missed, Canada sought a mandate to continue negotiations. On October 24, 2023, Canada announced to the Parties that it had received a new mandate to continue long-term reform negotiations. Canada's new mandate provided for:
  - a. New timelines;
  - b. the reform of the FNCFS Program and Jordan's Principle was to be dealt with separately;
  - c. additional funding for 2023-24; and
  - d. an expanded term of the agreement on reform of the FNCFS Program, from five years to ten years;
7. The Parties resumed negotiating a draft Final Agreement on Long-Term Reform of the FNCFS Program (the "Final Agreement");
8. In November 2023, the Caring Society withdrew from negotiations. COO, the AFN, Canada, and NAN resumed negotiating a Final Agreement on an intensive timeline and reached a draft for consideration and approval by their respective leadership on July 10, 2024. The draft Final Agreement was made public and shared with Chiefs in Ontario and the Advisory Committee Members on July 11, 2024;
9. COO commenced a series of virtual and in-person information sessions to inform First Nations leadership, technicians, and other stakeholders in Ontario on the draft Final Agreement contents. In addition to the information sessions, COO shared a plain language summary of the draft Final Agreement, funding profiles, and other draft Final Agreement-related documents with Chiefs;
10. Pursuant to Resolutions of the Chiefs in Assembly, the draft Final Agreement was then considered at the COO Special Chiefs Assembly. By Resolution of Chiefs in Assembly on October 10, 2024, *Ratification of the Final Agreement on the Long-Term Reform of the First Nations Child and Family Services Program*, the Chiefs

in Assembly resolved to support and ratify the draft Final Agreement (Resolution 24/24S);

11. The draft Final Agreement was then considered at the AFN Special Chiefs Assembly in Calgary. First Nations-in-Assembly voted against ratifying the draft Final Agreement and set parameters for the AFN to seek amendments to the draft Final Agreement on October 17, 2024 (Resolutions #60/2024 and #61/2024);
12. Given the strong support in Ontario for the reforms contained in the draft Final Agreement, as evidenced by the vote to ratify it at the COO Special Chiefs Assembly, there was desire to explore adapting the draft Final Agreement to a regional agreement between COO, NAN, and Canada;
13. By Resolution of Chiefs in Assembly on November 21, 2024, *Exploring a Final Agreement on the Long-Term Reform of the First Nations Child and Family*, the Chiefs in Assembly directed the COO negotiating team to pursue a regional agreement between COO, NAN, and Canada on long-term reform of the FNCFS Program in Ontario and directed that Chiefs in Assembly will vote on any proposed regional agreement at a Chiefs' Assembly after COO had provided the opportunity for Chiefs and technicians to be briefed on said agreement (Resolution 24/28);
14. On December 30, 2024, Canada announced that it had received a mandate to negotiate with COO and NAN to implement the reforms contained in the rejected national draft Final Agreement in Ontario. COO, NAN, and Canada negotiated on an intensive timeline to reach a draft Final Agreement on Long-Term Reform of the FNCFS Program in Ontario (the "Ontario Final Agreement") for consideration and approval by First Nation leadership in Ontario;
15. The draft Ontario Final Agreement was made public and shared with Chiefs in Ontario on February 10, 2025, along with a plain language summary of the draft Ontario Final Agreement, funding profiles, and other draft Ontario Final Agreement-related documents; and
16. In addition to continuing the weekly Chiefs update meetings and briefings to COO Leadership Council that had been in place since early January, COO and NAN jointly hosted a series of virtual information sessions in February 2025 to inform First Nations leadership, technicians, and other stakeholders in Ontario about the draft Ontario Final Agreement contents.

## The Trilateral Agreement in Respect of Reforming the 1965 Agreement (the “Trilateral Agreement”)

17. In the course of the CHRT Litigation, COO argued that Canada's implementation of the *Memorandum of Agreement Respecting Welfare Programs for Indians* (more commonly referred to as the *1965 Indian Welfare Agreement* (the “1965 Agreement”) entered into between Ontario and Canada for the provision of child and family services to First Nations people on reserve in Ontario was discriminatory. In 2016, the CHRT agreed and ordered Canada to reform the 1965 Agreement (2016 CHRT 2);
18. Work to reform the 1965 Agreement has not yet begun. COO and Nishnawbe Aski Nation (“NAN”) sought a written commitment from Canada to work with COO and NAN on an expedited basis and in accordance with certain principles to reform the 1965 Agreement with the Government of Ontario;
19. COO and NAN were successful in securing this written commitment from Canada in the form of the *Trilateral Agreement in Respect of Reforming the 1965 Agreement* (the “Trilateral Agreement”);
20. The initial Trilateral Agreement was finalized and publicly shared on FNCFSReform.ca on October 9, 2024. The initial Trilateral Agreement was to be considered and voted on by the Chiefs in Assembly at the COO Special Chiefs Assembly on October 10, 2024. Due to the delay in finalizing the initial Trilateral Agreement, the decision was made to postpone the vote on the initial Trilateral Agreement to the COO Fall Chiefs Assembly in November 2024;
21. The initial Trilateral Agreement was a companion to the national Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program (the “national Final Agreement”). When the national Final Agreement was rejected by the Chiefs in Assembly on October 17, 2024 at the Assembly of First Nations Special Chiefs Assembly in Calgary, work with respect to the Trilateral Agreement was consequently paused;
22. Canada's new mandate announced December 30, 2024 included a commitment to conclude an updated Trilateral Agreement with COO and NAN;
23. COO, NAN, and Canada reached a draft updated Trilateral Agreement for consideration and approval by First Nations leadership in Ontario, which was made public and shared with Chiefs in Ontario on February 10, 2025 along with a fact sheet summarizing the Trilateral Agreement;

24. COO and NAN jointly hosted a series of virtual information sessions in January and February 2025 to inform First Nations leadership, technicians, and other stakeholders in Ontario on the Trilateral Agreement contents; and

25. COO has twelve Chiefs in Assembly Resolutions on the topic of the 1965 Agreement: Resolutions #80/26, #80/25, #80/26, #83/35, #98/47, #00/19, #10/15, #16/12, #17/25, #17/21, #17/23, #20/14, and #24/24. The Resolutions all illustrate the urgent need to reform the 1965 Agreement to ensure that First Nations are funded equitably.

**THEREFORE BE IT RESOLVED, that we, the Chiefs in Assembly:**

1. Support and ratify the draft Ontario Final Agreement and
  - a. Direct the Ontario Regional Chief to sign the draft Ontario Final Agreement;
  - b. Direct the staff of Chiefs of Ontario to take the necessary steps to seek the approval of the draft Ontario Final Agreement from the Canadian Human Right Tribunal, including bringing a motion before the Canadian Human Rights Tribunal to seek approval of the draft Ontario Final Agreement (the "Approval Motion"); and
  - c. Direct the staff of Chiefs of Ontario to take the necessary steps to participate in any judicial reviews or appeals as a result of the Canadian Human Rights Tribunal's decision on the Approval Motion.
2. Support and ratify the Trilateral Agreement between COO, NAN, and Canada and direct the Ontario Regional Chief to sign the Trilateral Agreement.

Certified copy of a resolution dated February 26, 2025



Abram Benedict, Ontario Regional Chief



This is **Exhibit “LL”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*



**CHIEFS OF ONTARIO  
SPECIAL CHIEFS ASSEMBLY  
February 26, 2025 (HYBRID IN-PERSON AND ONLINE)**

**RESOLUTION 25/02S  
PAGE 1 OF 2**

**SUBJECT:** NON-INTERFERENCE IN THE CANADIAN HUMAN RIGHTS TRIBUNAL APPROVAL THE FINAL AGREEMENT ON THE LONG-TERM REFORM OF THE FIRST NATIONS CHILD AND FAMILY SERVICES PROGRAM IN ONTARIO AND THE TRILATERAL AGREEMENT IN RESPECT OF REFORMING THE 1965 AGREEMENT

**MOVER:** Chief Linda Mcvicar, Animakee Wa Zhing #37

**SECONDER:** Chief R. Donald Maracle, Mohawks Of The Bay Of Quinte

**DECISION:** CARRIED

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**WHEREAS:**

1. Chiefs of Ontario (“COO”) is an interested party in *First Nations Child and Family Caring Society and Assembly of First Nations v. A-G Canada*, a human rights case before the Canadian Human Rights Tribunal as File Number T1340/7008 (the “CHRT Litigation”);
2. Two agreements related to the CHRT Litigation were ratified on February 26, 2025 by Ontario Chiefs in Assembly: the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario (the “Ontario Final Agreement”) and the Trilateral Agreement in Respect of Reforming the 1965 Agreement (the “Trilateral Agreement”);
3. Two agreements related to the CHRT Litigation were ratified on February 25, 2025 by the Nishnawbe Aski Nation Chiefs-in-Assembly: the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario (the “Ontario Final Agreement”) and the Trilateral Agreement in Respect of Reforming the 1965 Agreement (the “Trilateral Agreement”);
4. The Chiefs-in-Assembly have expressed their will to move ahead with the reforms in the Ontario Final Agreement and the Trilateral Agreement as being in the best interests of First Nations children in Ontario;
5. COO has been mandated by the Chiefs in Assembly to seek approval of the Ontario Final Agreement and the Trilateral Agreement from the Canadian Human Rights Tribunal;

6. The funding and other reforms committed under the Ontario Final Agreement will come into effect sixty (60) days after the Canadian Human Rights Tribunal approves of it, pending judicial review or other appeals;
7. If there are delays in the approval of the Ontario Final Agreement or if there are delays because of judicial review or other appeals, the benefits of the Ontario Final Agreement will be further delayed and some funding under the Ontario Final Agreement will be at risk, meaning services to First Nations children and families will be further delayed or denied; and
8. Further delay to the approval and implementation of the Ontario Final Agreement and the Trilateral Agreement by other parties to the CHRT is considered unacceptable interference in the will of the Chiefs in Assembly and in Chiefs of Ontario's processes and mandate.

**THEREFORE BE IT RESOLVED, that we, the Chiefs in Assembly:**

1. The Chiefs in Assembly of the Chiefs of Ontario respects the initiative and previous cooperation of the Assembly of First Nations and the and the First Nation Child and Family Caring Society to seek substantive equality at the CHRT.
2. The Chiefs in Assembly of Chiefs of Ontario calls upon all other parties to the Canadian Human Rights Tribunal Litigation (CHRT) to not interfere with the approval and implementation of the Ontario Final Agreement.
3. The Chiefs in Assembly of the Chiefs of Ontario specifically express their expectation that CHRT Parties outside of the Ontario Final Agreement, the First Nations Child and Family Caring Society and the Assembly of First Nations, will refrain from taking any steps that could in any way delay the effective date of the Ontario Final Agreement.

Certified copy of a resolution dated February 26, 2025



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Ontario Regional Chief Abram Benedict

This is **Exhibit “MM”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



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*A Commissioner for taking Affidavits*

**CHIEFS OF ONTARIO  
SPECIAL CHIEFS ASSEMBLY  
February 5-6, 2020  
Ottawa, Ontario**

**RESOLUTION 20/14  
PAGE 1 OF 3**

**SUBJECT:            ONTARIO SPECIAL STUDY REPORT (2019)**

**MOVER:             Chief Melvin Hardy, Bijiitiwaabik Zaaging Anishinaabek**

**SECONDER:        Ogimaa Duke Peltier, Wiikwemkoong Unceded Indian Reserve**

**DECISION:         CARRIED**

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**WHEREAS:**

1. In the January 2016 decision of the First Nation Child and Family Caring Society v. Canada, the Canadian Human Rights Tribunal found the federal funding to be inadequate and discriminatory;
2. Special Chiefs Assembly Resolution, 17/21, Ontario Special Study, accepted a work plan for the Special Study with the underlying goal of reform to create and support First Nation Child and Family Services based on substantive equality, and to ensure that every First Nation child across Ontario receives the services they need to excel;
3. Through a Chiefs of Ontario tripartite technical table, First Nations collaborated with the governments of Ontario and Canada, to undertake and draft the Ontario Special Study.
4. The Ontario Special Study:
  - a. Identifies approaches to prevent children coming into care with an emphasis on prevention for First Nation Child and Family Services and supports;
  - b. Evaluates and offers options for the current funding approach for the child and family services component of the 1965 Indian Welfare Agreement;
  - c. Examines and offers options for revisiting the 1965 Indian Welfare Agreement.

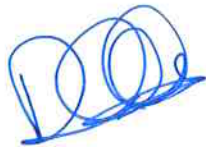
5. The Study is also informed by the work of Nishnawbe Aski Nation, who examined and developed a “remoteness coefficient” that can be applied to child and family services. The application of this coefficient is meant to ensure that the standard of service found in non-remote areas would be available in remote and northern communities.
6. The Study supports a transformation process of the current child and family services system, where First Nations assume responsibility for these programs and services based on their inherent rights, needs and aspirations.
7. The transformation process is outlined in several pillars with accompanying recommendations in the areas of:
  - a. First Nations Self-Determination and Inherent Jurisdiction;
  - b. Language and Culture;
  - c. First Nations Determinants of Well-being;
  - d. Service Delivery;
  - e. Equitable Supports and Capacity for Well-being;
  - f. Equitable and Predictable Funding; and
  - g. A New Agreement.
8. The recommendations found within the Ontario Special Study falls in line with previous Chiefs of Ontario resolutions that advocated for First Nations Child and Family Services reforms regarding legislation, policy and funding.

**THEREFORE BE IT RESOLVED that we, the Chiefs in Assembly:**

1. Accept the Ontario Special Study (2019) as presented to the Assembly at the February 5-6, 2020 Special Chiefs Assembly in Ottawa, Ontario.
2. Call on the Government of Canada and Ontario to work with and support Ontario First Nations with the implementation of the transformation process as outlined within the Ontario Special Study.
3. Call on the Government of Canada and Ontario to work with and support Ontario First Nations with the implementation of all 27 recommendations which include a new funding approach that is sustainable, predictable, equitable and needs based.

4. Direct the Chiefs of Ontario, the Chiefs Committee on Social and the Social Services Coordination Unit, to formulate an implementation strategy of the Ontario Special Study's recommendations and to report this implementation strategy back to the Assembly for final consideration and approval.

**Copy of a Signed Resolution Dated February 6, 2020.**



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**RoseAnne Archibald, Ontario Regional Chief**

This is **Exhibit “NN”** to the  
Affidavit of Grand Chief Joel Abram  
affirmed on March 6, 2025



---

*A Commissioner for taking Affidavits*





**Maggie Wente**  
mwente@oktlaw.com  
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73562

February 27, 2020

**Sent via E-mail**

Ms. Judy Dubois  
Registry Officer – Canadian Human Rights Tribunal  
Administrative Tribunals Support Service of Canada / Government of Canada  
240 Sparks Street, 6th floor West, Ottawa ON K1A 1J4  
registry.office@chrt-tcdp.gc.ca

Dear Ms. Dubois:

**Re: FNCFCSC et al v AGC (CHRT File T1340/4008)**

Chiefs of Ontario writes to file *Our Children, Our Future: Transforming Child Welfare for the Well-Being of Children and Families* with the Tribunal, which is the final report of the Ontario Special Study process and attached to the email transmitting this letter. We attach also the Resolution 20-14 of the Ontario Chiefs-in-Assembly accepting the report.

We file the report with the following comments. Firstly, Canada has not approved of or adopted the recommendations. Secondly, it is our client's understanding and agreement with Canada that the fact that this report is being filed does not affect the ongoing implementation of the Panel's orders contained in 2018 CHRT 4, and in particular para 427 of that order.

Should you have any questions about any of the above, please do not hesitate to contact the undersigned.

Yours truly,

Olthuis, Kleer, Townshend LLP

A handwritten signature in black ink, appearing to read 'Maggie Wente', with a long horizontal flourish extending to the right.

MAGGIE WENTE

MEW/

c. All Counsel

FIRST NATIONS AND FAMILY CARING  
SOCIETY OF CANADA et al.  
Complainants

and

CANADIAN HUMAN RIGHTS  
COMMISSION  
Commission

Docket: T1340/7008

**CANADIAN HUMAN RIGHTS TRIBUNAL**  
Proceeding commenced at Toronto

**MOTION RECORD**

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