

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

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

Respondent

- and -

**CHIEFS OF ONTARIO, AMNESTY INTERNATIONAL CANADA, NISHNAWBE ASKI
NATION, ASSEMBLY OF MANITOBA CHIEFS, SOUTHERN CHIEFS'
ORGANIZATION INC., OUR CHILDREN, OUR WAY SOCIETY,
FIRST NATIONS OF QUEBEC AND LABRADOR HEALTH AND SOCIAL SERVICES
COMMISSION and ASSEMBLY OF FIRST NATIONS QUEBEC LABRADOR
and NATIONAL CHILDREN'S CHIEFS COMMISSION**

Interested Parties

SUPPLEMENTAL AFFIDAVIT OF DUNCAN FARTHING-NICHOL

AFFIRMED OCTOBER 5, 2026

I, DUNCAN FARTHING-NICHOL, of the Municipality of Dysart et al, in the Province of Ontario, AFFIRM:

Introduction

1. I am employed by Indigenous Services Canada ("ISC") as the acting Senior Director of the Litigation Management Directorate within the Strategic and Fiscal Coordination Branch of the Children, Families and Learning Sector. I started work in the Litigation

Management Directorate in June 2021 and have been in my current role since January 2026. I hold a Juris Doctor from Harvard Law School and a Bachelor of Arts from the University of Manitoba.

2. I am responsible for managing litigation related to the First Nations Child and Family Services Program (“**FNCFS Program**”) and *An Act respecting First Nations, Inuit and Métis children, youth and families*, SC 2019, c. 24. I played a significant role in advancing the 2024 draft *Final Settlement Agreement on Long-Term Reform of the FNCFS Program* (“**Draft Final Agreement**”) negotiated between the Assembly of First Nations (“**AFN**”), Chiefs of Ontario (“**COO**”), Nishnawbe Aski Nation (“**NAN**”), and Canada. I also played a significant role in advancing the 2025 *Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario* (“**OFA**”) between COO, NAN, and Canada.
3. In my capacity as acting Senior Director, I have personal knowledge of the facts and matters deposed to in this affidavit. Where my information came from someone else, I identify the source of my information and I believe the information to be true. I am authorized to give evidence on behalf of Canada in regard to this matter.
4. As outlined in my affidavit dated December 22, 2025, Canada’s proposed approach to finalizing long-term reform of the FNCFS Program outside Ontario centers on negotiating regional agreements within a national programmatic and funding framework (the “**National Framework**”). While Canada initially aimed to conclude regional agreements by September 30, 2026, additional time is needed for negotiations to unfold and for First Nations to complete their engagement and mandate processes. Canada now aims to

conclude regional agreements by March 1, 2027, without delaying the contemplated implementation of the National Framework. In regions where Canada has not concluded a regional agreement by that date, Canada's proposal remains to implement the National Framework without an agreement.

5. In this affidavit, I provide an update on the status of ISC's regional negotiations toward regional FNCFS Program reform agreements, including an overview of the regional agreement reached between Saskatoon Tribal Council Health and Family Services Inc. and Canada, which is appended as **Exhibit A**. I also provide an overview of updates to Canada's proposed National Framework, which is appended as **Exhibit B**. The updates relate primarily to the National Framework's regional governance structure, its process for regional program assessments, its National Secretariat and affiliated Regional Data and Knowledge Translation Hubs, and its National FNCFS Arbitration Board Policy. As some of the National Framework's reform elements were initially discussed, developed, and decided upon in the context of settlement privileged negotiations, my evidence is necessarily limited by the application of settlement privilege. For clarity, Canada does not waive that privilege.

Progress in Regional Engagements and Negotiations

ISC's Engagement with First Nations on Regional Agreements

6. Between February and April 2026, the Minister of Indigenous Services sent letters to leadership representing over 400 First Nations across the country (outside of Ontario) announcing Canada's plan for a reformed FNCFS Program that incorporates regional agreements. First Nations were invited to contact ISC for more information about regional

agreements or to begin exploratory discussions. As an example, the letter from the Minister to Chiefs of First Nations in Saskatchewan is appended as **Exhibit C**.

7. Expressions of interest in regional negotiations increased significantly following the Tribunal's approval of the OFA in spring 2026. As of September 17, 2026, ISC had held over 45 presentations and information sessions with First Nations and organizations across the country. ISC has also distributed written information outlining the National Framework's funding approach and the topics for discussion in regional negotiations. For example, an information booklet on FNCFS Program reform and regional agreements, appended as **Exhibit D**, was circulated to First Nations organizations in every province (with the exception of Ontario) and in the Yukon.
8. Following some of these information sessions, ISC funded interested organizations to conduct engagement with their First Nations regarding regional agreements and to begin discussions or negotiations. As of September 1, 2026, ISC had provided over \$4.8 million to organizations representing 57 First Nations to support engagement- and negotiation-related expenses.
9. These engagement efforts resulted in the establishment of several negotiation tables aimed at regional agreements to reform the FNCFS Program.

Regional Agreement with Saskatoon Tribal Council

10. Canada has recently concluded a regional agreement with Saskatoon Tribal Council Health and Family Services Inc. (an FNCFS agency operated by Saskatoon Tribal Council Inc. ("STC"), which represents seven First Nations in Saskatchewan).

11. On April 7, 2026, the Minister of Indigenous Services sent a letter to First Nations leadership in Saskatchewan, including the Chiefs of STC member First Nations, outlining ISC's intent to negotiate regional agreements (**Exhibit C**). On April 27, 2026, the Minister and Lisa Legault, Director General of First Nations Children and Families Programs and Partnerships at ISC, delivered an in-person presentation on reform to STC and its member First Nations.
12. In June 2026, following confirmation by STC's member First Nations of their interest in developing a regional agreement, ISC and STC established a negotiation table. ISC and STC met weekly from June to September 2026, including at a three-day in-person meeting from July 13-15, 2026 in Saskatoon. Negotiators completed a draft regional agreement on September 13, 2026. In late September and early October, the seven STC member First Nations adopted band council resolutions ratifying the regional agreement and authorizing Saskatoon Tribal Council Health and Family Services Inc. to sign the regional agreement on their behalf. Those First Nations are: Kinistin Saulteaux Nation, Mistawasis Nêhiyawak First Nation, Muskeg Lake Cree Nation, Muskoday First Nation, One Arrow First Nation, Whitecap Dakota Nation, and Yellow Quill First Nation.
13. On October 7, 2026, Canada, STC, and STC's member First Nations will participate in a ceremonial signing of the regional agreement. A copy of that agreement, which has been signed by Marc Arcand, Tribal Chief of STC, is appended as **Exhibit A**. The Minister will sign the agreement in the coming days. A letter from Tribal Chief Arcand to the Minister in support of STC's agreement, to which are attached the band council resolutions from STC's member First Nations ratifying the agreement, is appended as **Exhibit E**.

14. STC's regional agreement is incorporated within the National Framework. While the funding methodology in STC's agreement follows the National Framework, the agreement includes a distinct reporting and planning framework, adjustments to the program assessment process, and principles aligned with the region's context and goals. Under the agreement, prevention funding for six of the seven First Nations (excepting the Yellow Quill First Nation) will flow to Saskatoon Tribal Council Health and Family Services Inc., which will then redistribute it to the member First Nations that the agency serves. The agreement also provides a dedicated FNCFS capital envelope that will enable STC to determine how capital funding will be allocated for six of the seven STC member First Nations (subject to ISC's confirmation that proposed expenditures comply with the FNCFS Program's terms and conditions). Muskeg Lake Cree Nation has elected to participate in the capital funding process established in the National Framework and may access funding for capital assets through that process.
15. The agreement is governed by an STC-specific Reform Implementation Committee that includes representatives from Saskatoon Tribal Council Health and Family Services Inc. and each member First Nation.
16. STC's agreement provides for an FNCFS data scientist to be housed within Saskatoon Tribal Council Health and Family Services Inc. to support member First Nations, provide central data analysis, and identify trends and emerging needs. This function would be similar to that of the National Secretariat and Regional Data and Knowledge Translation Hubs referenced in the National Framework but would work within an STC-specific context. The agreement includes the possibility of adding indicators, including measures

of child well-being, to determine trends at the regional level. It also sets out the creation of a Technical Advisory Committee that will advise on FNCFS Program implementation and develop best practices for member First Nations and Saskatoon Tribal Council Health and Family Services Inc.

17. STC's agreement includes distinct cultural humility training for ISC employees involved in its implementation, supplementing the departmental cultural competency training standards that are set out in the October 5, 2026 affidavit of Kirsten Mattison. Among its topics, the agreement's training program will explore the histories, cultures, languages, and Treaty relationships of the Treaty 4 and Treaty 6 First Nations represented by STC. Cultural humility training made available to ISC employees may include experiential learning through activities led by STC and its communities.

Update on Other Discussion and Negotiation Tables

18. Canada is in discussions or negotiations with additional First Nations organizations representing more than 40 First Nations. While Canada began negotiations with the goal of reaching agreements by September 30, 2026, some First Nations partners requested more time to engage with their communities and leadership.
19. Canada has agreed to extend negotiations to March 1, 2027, recognizing the importance of meaningful engagement and the value of the collaborative work undertaken to date. That extension applies to all regional negotiations to reform the FNCFS Program, both those already begun and those that might begin over the coming months.

20. The extension applies only to the negotiation period and does not change Canada's intention to implement the National Framework following its approval by the Tribunal (if that approval is granted).
21. As outlined in the National Framework, regional agreements would come into effect following the Tribunal's approval of the National Framework without conditions and the end of the Tribunal's jurisdiction over the complaint in the present litigation and all associated proceedings save for those proceedings related to Jordan's Principle. All regional agreements are conditional on this approval, as they are intended to operate within the National Framework. Any future regional agreements will continue to align with the National Framework's funding approach and formulas.

Updates to the National Framework

22. The National Framework appended as **Exhibit B** builds on Canada's December 22, 2025 reform plan and details the comprehensive reform framework that Canada proposes to implement outside Ontario. The National Framework provides for a total funding amount of \$27 billion over seven years (outside of Ontario) commencing April 1, 2027 and ending March 31, 2034, following which Canada has committed \$4.4 billion annually on a national basis from 2034-35 onwards.
23. The National Framework incorporates all regional agreements outside Ontario that may be concluded by March 1, 2027. As such, the National Framework represents Canada's overall commitment to a fully reformed FNCFS Program outside Ontario. Regional agreements represent a given region's share of the reformed FNCFS Program's funding approach and

provide for region-specific implementation and variations of the reforms contained in the National Framework. The National Framework specifies the main reform elements that may be varied in regional agreements, and provides, for each such element, a default framework that would apply in regions or sub-regions in which no agreement had been concluded.

24. As evidenced by the regional agreement with STC, while certain parts of the National Framework are not variable (such as the funding methodology), regional agreements can embed region-specific approaches in a number of areas within the National Framework, including:

- a) the National Framework's principles;
- b) the allocation of funding between First Nations and FNCFS agencies;
- c) the governance mechanisms by which First Nations will oversee the implementation of the reformed FNCFS Program;
- d) the regional program assessment process;
- e) the collection and analysis of data; and
- f) the accountability measures between First Nations and FNCFS service providers (including planning and reporting measures).

A. Governance of the Reformed FNCFS Program

25. The National Framework provides for a regional approach to governance both for First Nations without a regional agreement and for those that have entered into a regional

agreement. Under the default approach applicable to First Nations without a regional agreement, the implementation of the reformed FNCFS Program would be overseen by FNCFS Regional Tables. ISC would engage with regional or sub-regional First Nations organizations with the goal of establishing one FNCFS Regional Table in the Yukon and one in each province. Regional or sub-regional organizations that wished to participate in establishing an FNCFS Regional Table would be mandated by First Nations in their region to do so.

26. FNCFS Regional Tables would have up to eight members. A region's mandated regional or sub-regional First Nations organizations would each be able to appoint one member (where there were more than five such organizations, ISC would engage with those organizations to discuss composition of the FNCFS Regional Table). Members appointed by regional and sub-regional organizations would be able to appoint to their FNCFS Regional Table one youth with lived experience of out-of-home care and one elder. ISC would have one seat at each FNCFS Regional Table.
27. Among other duties, each FNCFS Regional Table would make region-specific recommendations to ISC following their region's program assessments. In addition, each Table would advise the National Secretariat on the specific functions, roles and responsibilities of their region's Regional Data and Knowledge Translation Hub.
28. In regions with a regional agreement, a Regional Reform Implementation Committee or equivalent body would be established to oversee the implementation of the reformed FNCFS Program. At a minimum, the Regional Reform Implementation Committees would have the same mandate and powers as an FNCFS Regional Table.

29. As the geographic area of regional agreements is expected to vary, there may be situations where part of a province or other region is covered by a regional agreement and the FNCFS Program in the remainder of that province or region is overseen by an FNCFS Regional Table.

B. National Secretariat and Regional Data and Knowledge Translation Hubs

30. Under the National Framework, ISC would contract an organization to serve as a National Secretariat. The National Secretariat would be empowered, in collaboration with the relevant FNCFS Regional Table, to create a Regional Data and Knowledge Translation Hub in each province and in the Yukon.
31. The purpose of the National Secretariat and the Regional Data and Knowledge Translation Hubs would be to support continuous improvement in FNCFS Program outcomes by measuring and reporting program outcomes and data, identifying and promoting best practices, and sharing knowledge among First Nations and FNCFS service providers. The model of a national entity with regional hubs would support consistent data standards and definitions and enable statistically meaningful data analysis across jurisdictions while encouraging research and analysis on region-specific questions.
32. To assist ISC in selecting the organization that would carry out the functions of the National Secretariat, ISC would invite feedback from FNCFS Regional Tables on organizations that have demonstrated experience in data stewardship and analysis and in partnering with First Nations in relation to data projects.

33. Regional agreements may include agreement-specific data initiatives, which might or might not resemble Regional Data and Knowledge Translation Hubs. At the discretion of the relevant Regional Reform Implementation Committee, such a data initiative might operate independently of the National Secretariat or it might collaborate with the National Secretariat. The data initiative of a regional agreement covering an entire province or the entirety of the Yukon would replace the Regional Data and Knowledge Translation Hub that would otherwise operate in that jurisdiction.
34. The National Secretariat and its Regional Data and Knowledge Translation Hubs would make their data and reports available for the National Framework's regional program assessments.

C. Regional Program Assessments

35. As previously outlined in my affidavit dated December 22, 2025, under each regional agreement, two program assessments would be conducted to evaluate the extent to which the reformed FNCFS Program was achieving its intended outcomes and improving the well-being of First Nations children, youth, young adults and families. The regional program assessments would inform the recommendations of the relevant Regional Reform Implementation Committee with respect to any funding or programmatic changes in the latter half of that agreement and following the agreement's expiry on March 31, 2034.
36. Where no regional agreement was in place, the National Framework would provide for regional program assessments that would apply at the Yukon and provincial level of analysis. An initial set of regional program assessments – one for the Yukon and one for

each province – would be completed by March 31, 2030, and a second set by March 31, 2033.

37. The National Secretariat would select and oversee the Regional Program Assessment Organizations that would undertake those regional program assessments, with funding to be provided by Canada. First Nations, FNCFS service providers, and other groups identified by the National Secretariat on the recommendation of the relevant FNCFS Regional Table would have the opportunity to share their input to inform the regional program assessments.
38. Following each regional program assessment, each FNCFS Regional Table would make recommendations to Canada for changes to the reformed FNCFS Program, as informed by the relevant Regional Program Assessment Report.
39. All Regional Program Assessment Reports and recommendations of FNCFS Regional Tables would be made public. Canada would be required to provide a written response confirming which of the recommendations it would implement and would have to provide reasonably detailed reasons regarding any decision not to implement or to vary a recommendation. Canada's responses would be made public.
40. Following the initial regional program assessment, if an FNCFS Regional Table or a Regional Reform Implementation Committee disagreed with Canada's decision respecting one of its recommendations, they could bring that disagreement to the National FNCFS Arbitration Board ("**Arbitration Board**"), to be adjudicated under the National FNCFS Arbitration Board Policy ("**Arbitration Board Policy**"). The Arbitration Board would

assess the reasonableness of Canada's decision and could order any remedy that would normally be available at common law on judicial review, subject to the limitations regarding the Arbitration Board's jurisdiction outlined in the Arbitration Board Policy.

Inflation and Population Adjustments in 2029-30 and 2030-31

41. The National Framework sets out methods to adjust funding for inflation and population change in 2027-28 and 2028-29. In 2028-29, prior to the first set of regional program assessments, ISC would conduct a review limited to analyzing methods to adjust the components of the Reformed FNCFS Funding Approach for inflation and population change in 2029-30 and 2030-31. ISC would undertake that review at the national level (outside Ontario). The review would include engagement with FNCFS Regional Tables and Regional Reform Implementation Committees.

D. Dispute Resolution

42. As outlined in my affidavit dated December 22, 2025, Canada's plan for long-term reform of the FNCFS Program outside Ontario provides for a two-phased approach to establishing a dispute resolution process to resolve funding and implementation disputes arising under the reformed FNCFS Program. The process is intended to resolve disputes in a way that is accessible, efficient, fair and culturally appropriate, by a body specialized in issues of First Nations child and family services and independent of government.
43. The updated National Framework includes a detailed Arbitration Board Policy that provides for the establishment of an Arbitration Board that would hear and adjudicate disputes by way of a national arbitration process. The arbitration process set out in the

Arbitration Board Policy is largely based on the dispute resolution process initially developed by the AFN, COO, NAN and Canada in the 2024 national Draft Final Agreement and subsequently redesigned into a region-specific arbitration process in the OFA.

44. The Arbitration Board's process would be available to signatories of regional agreements and to FNCFS Regional Tables in the event of disputes relating to implementation, interpretation or alleged violation of a regional agreement or the National Framework (these disputes are referred to as Reform Implementation Disputes in the Arbitration Board Policy). The arbitration process would also be available to all First Nations and FNCFS Service Providers outside Ontario, whether or not they are subject to a regional agreement, in the event of a dispute regarding funding allocations, adjustments or denials (these disputes are referred to as Claimant Disputes in the Arbitration Board Policy). For example, if a recipient was denied funding under a Service Provider Funding Adjustment Request, it could request that an arbitrator review ISC's decision to deny the request.
45. Canada remains committed to making best efforts to propose to Parliament the legislation required to establish an independent dispute resolution tribunal, which would replace the arbitration process set out in the Arbitration Board Policy with a decision-making body established by statute. Once such legislation had been passed by Parliament and had come into effect, the Arbitration Board Policy would cease to apply and the Arbitration Board would be replaced by the dispute resolution tribunal.
46. As outlined in my affidavit dated December 22, 2025, the Arbitration Board's President would be appointed via Order-in-Council after the Tribunal's approval of the National Framework. The Arbitration Board would come into effect once the President had deemed

it operational, which would require the President to appoint a roster of arbitrators. The President would also establish a series of supports for claimants, including cultural officers, navigators and duty counsel.

47. To establish the Arbitration Board in a timely manner, the President would consult with signatories to regional agreements on the selection of the first set of arbitrators to be appointed to the roster. Once the FNCFS Regional Tables were in place, the President would be able to appoint additional arbitrators upon consultation with those Tables. The President would select arbitrators who have expertise in the matters addressed by regional agreements and the National Framework, who have experience with First Nations government social programs, child welfare, and child well-being, or who are practicing lawyers, practicing adjudicators, or retired judges. The President would aspire to gender parity and regional representation in the composition of the roster of arbitrators, and would aim to select arbitrators recognized as citizens or members of a First Nation.

Reform of Federal-Provincial and Federal-Yukon Agreements

48. Canada has funding agreements with British Columbia, Alberta, and Newfoundland and Labrador to support the delivery of child and family services to First Nations children and families ordinarily resident on reserve who are not served by an FNCFS agency. Canada has a funding agreement with the Yukon for the delivery of child and family services to all First Nations children and families resident in the Yukon.
49. Under the National Framework, ISC commits to making best efforts to reform these federal-provincial and federal-Yukon child and family services agreements to ensure they

adhere to the principles in the National Framework, relevant regional agreements, and applicable legislation. During the reform process, ISC will engage with First Nations who receive services funded by these agreements to inform changes needed to ensure consistency with the National Framework.

50. To make progress on reforming these agreements, ISC has identified opportunities to strengthen elements of the standard funding agreement template that is the basis for ISC's negotiations with provinces and the Yukon. Amendments that ISC is considering for the funding agreement template include:

- a) a whereas clause acknowledging the parties' shared commitment to working collaboratively to improve the outcomes of First Nations children and families in alignment with the guiding principles of the reformed FNCFS Program;
- b) a schedule that includes the principles of the National Framework;
- c) text acknowledging the importance of communication and collaboration between service providers, ISC, and First Nations;
- d) a commitment to improved data sharing with First Nations receiving services funded through the agreement; and
- e) text recognizing the importance of transparency and accountability to First Nations.

51. Once finalized, the amended funding agreement template will support negotiations with provinces and the Yukon. While region-specific variations may emerge, the template will

set out ISC's starting point for federal-provincial and federal-Yukon agreements. I am informed by Kirsten Mattison, Director General of Strategic and Fiscal Coordination for the Children, Families and Learning Sector at ISC, that ISC has already notified British Columbia, Alberta, Newfoundland and Labrador, and the Yukon that it will be seeking to introduce new elements to their agreements in order to align those agreements to the reformed FNCFS Program.

52. If consensus on a reformed federal-provincial or federal-Yukon agreement cannot be reached with a province or the Yukon, Canada will discuss next steps with the relevant FNCFS Regional Table or Regional Reform Implementation Committee.

Updated Terms and Conditions

53. ISC has developed updated terms and conditions to support implementation of the reformed FNCFS Program nationally. These updated terms and conditions will enable the continued implementation of the OFA and, if approved by the Tribunal, the implementation of the National Framework, which incorporates all regional agreements outside Ontario.
54. ISC will implement these terms and conditions on April 1, 2027. For clarity, ISC is not seeking the Tribunal's approval of the updated terms and conditions. Rather, the terms and conditions are appended to the National Framework and to STC's agreement to further detail ISC's intended implementation of the reformed FNCFS Program.

55. The updated terms and conditions also support continued implementation of the FNCFS Program's status quo, including the Tribunal's interim orders in relation to funding at actual costs, pending a decision by the Tribunal in these proceedings.

56. I make this affidavit in support of Canada's plan on the long-term reform of the FNCFS Program, and for no other or improper purpose.

AFFIRMED by Duncan Farthing-Nichol stated as)
being located in the Municipality of Dysart et al,)
Ontario, before me at the City of Ottawa, Ontario)
on this 5th day of October 2026, in accordance)
with O. Reg 431/20, Administering Oath or)
Declaration Remotely)



Shireen Sultan Adatia, Commissioner
for Taking Affidavits
LSO No.: P14203

FarthingNichol, Duncan
Digitally signed by
FarthingNichol,
Duncan
Date: 2026.10.05
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DUNCAN FARTHING-NICHOL

This is **Exhibit “A”** to the Affidavit
of Duncan Farthing-Nichol, affirmed remotely
before me on this 5th day of October, 2026.



A Commissioner, etc.

Shireen Sultan Adatia
Licensed Paralegal
LSO No.: P14203

**FINAL AGREEMENT ON LONG-TERM REFORM OF THE FIRST
NATIONS CHILD AND FAMILY SERVICES PROGRAM FOR
SASKATOON TRIBAL COUNCIL HEALTH & FAMILY SERVICES
INC. AND SASKATOON TRIBAL COUNCIL FIRST NATIONS**

This Final Agreement made on the 4th day of October 2026

AS BETWEEN:

**SASKATOON TRIBAL COUNCIL HEALTH
& FAMILY SERVICES INC.**

- and -

HIS MAJESTY THE KING IN RIGHT OF CANADA

As represented by the Minister of Indigenous Services

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FINAL AGREEMENT ON LONG-TERM REFORM OF THE FIRST NATIONS CHILD AND FAMILY SERVICES PROGRAM FOR SASKATOON TRIBAL COUNCIL HEALTH & FAMILY SERVICES INC. AND SASKATOON TRIBAL COUNCIL FIRST NATIONS

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, have 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 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;

AND WHEREAS in compliance with the Tribunal’s orders in 2025 CHRT 80 and pursuant to its rulings in [2016 CHRT 2](#) and [2016 CHRT 16](#), on December 22, 2025, Canada filed its National Plan for finalizing long-term reform of the FNCFS Program outside Ontario by negotiating regional agreements on Program reform within a national programmatic and funding framework for the FNCFS Program;

AND WHEREAS Saskatoon Tribal Council Health & Family Services Inc. (the “**Agency**”) has participated as a regional partner in the development of this Final Agreement for the Agency and Saskatoon Tribal Council First Nations;

AND WHEREAS Saskatoon Tribal Council is a Tribal Council representing seven (7) First Nations within Treaty No. 4 and Treaty No. 6 territories in the Province of Saskatchewan, including Whitecap Dakota Nation, which has entered into a self-government treaty with Canada. The First Nations have distinct Cree, Saulteaux, and Dakota cultures, languages, traditions, laws, and priorities that guide their approaches to supporting children, youth, families, and communities;

AND WHEREAS Saskatoon Tribal Council Health & Family Services Inc. has long delivered child and family services to affiliated First Nations under authority delegated by the Province of Saskatchewan and has established strong relationships with the children, families, communities, and First Nations it serves;

AND WHEREAS Saskatoon Tribal Council Health & Family Services Inc. and its affiliated First Nations have demonstrated leadership in advancing First Nations-led child and family services, including through the development and implementation of the Progressive Model, which emphasizes prevention, family preservation, community well-being, cultural connection, and First Nations priorities, cultures, languages, and traditions;

AND WHEREAS Saskatoon Tribal Council Health & Family Services Inc. and the First Nations share a long-term vision that First Nations exercise their inherent rights of self-determination and self-government in relation to the care and well-being of their children, youth, and families, including through the exercise of jurisdiction over child and family services;

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 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 research, including 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 Parties agree that this Final Agreement is a comprehensive agreement 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 for the Agency and Saskatoon Tribal Council First Nations and prevent its recurrence;

AND WHEREAS Canada has committed to fund the Reformed FNCFS Program for a period of seven (7) fiscal years commencing April 1, 2027, and ending March 31, 2034;

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 for the Agency and Saskatoon Tribal Council First Nations which is intended to eliminate the discrimination for the Agency and Saskatoon Tribal Council First Nations identified by the Tribunal in [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.
2. The Parties acknowledge that meaningful partnership, collaboration, and shared decision-making are essential to achieving the objectives of this Final Agreement, implementing sustainable and culturally responsive reform of the FNCFS Program, and preventing the recurrence of discrimination.

PART II – PRINCIPLES

3. 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 that supports cultural continuity and revitalization, having regard for the distinct cultures, priorities, child and family services objectives, and service delivery realities of First Nations, including historical and contemporary disadvantage and contextual differences across urban, rural, remote and other settings;
- (g) Prioritizing prevention, early intervention, and family preservation and recognizing the importance of kinship care, customary care, and other family and community-based approaches to care to support the safety and well-being of First Nations children, youth, young adults, and families, reduce the overrepresentation of First Nations children in care, and maintain and strengthen children's connections to their families, communities, cultures, and languages;
- (h) Recognition of Indigenous orders, laws, traditions, teachings, values, governance systems, and ways of knowing, if applicable;
- (i) Addressing, reducing, and where possible eliminating the structural drivers that place First Nations children, youth, and families at higher risk of involvement with the child welfare system; including poverty, inadequate housing, food insecurity, issues related to availability of health and education services, and other socio-economic inequities;
- (j) 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;

- (k) 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”) and is referenced in the preamble of the *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c. 14;
- (l) Recognition and respect for the Treaty relationship between First Nations and the Crown, including the spirit of Treaty No. 4 and Treaty No. 6, and the importance of the Treaty relationship as a foundation for the ongoing partnership on child and family services between First Nations and the Crown in implementing this Final Agreement;
- (m) 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;
- (n) 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;
- (o) Partnership between First Nations and FNCFS Service Providers in the design, delivery, and continuous improvement of child and family services;
- (p) Fostering collaboration among the Parties and Saskatoon Tribal Council First Nations to improve outcomes for First Nations children, youth, and families; and
- (q) Guidance from First Nations-led and/or endorsed evidence.

PART III – DEFINITIONS

4. The following definitions apply to this Final Agreement:

- (a) “**adjusted for inflation**” has the meaning as set out in paragraph 40.

- (b) **“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.
- (c) **“Agency”** means the Saskatoon Tribal Council Health & Family Services Inc.
- (d) **“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.
- (e) **“Baseline Funding”** means the funding component described in paragraph 19.
- (f) **“Canada”** means His Majesty the King in Right of Canada, as represented by the Minister of Indigenous Services.
- (g) **“child”** means a First Nations person who, under *The Child and Family Services Act*, 2023, SS 1989-90, c. C-7.2, as amended is under the age at which an individual ceases to be a child.
- (h) **“Claimant Dispute”** has the meaning set out in **Appendix 8: National First Nations Child and Family Services Arbitration Board Policy**.
- (i) **“days”** means calendar days.
- (j) **“Departmental Results Framework”** means the framework for each federal government department which tracks expected results and indicators related to departmental core responsibilities.
- (k) **“Departmental Results Report”** means the annual report that provides detail on results achieved against each federal government department’s plans, priorities, and expected results.
- (l) **“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.
- (m) **“Dispute Resolution Process”** means the process set out at **PART XVIII – DISPUTE RESOLUTION** by which disputes are adjudicated.

- (n) **“Effective Date”** means the date prescribed pursuant to paragraphs 197 to 199.
- (o) **“Final Agreement”** means this Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program.
- (p) **“First Nations”** means the following First Nations of the Saskatoon Tribal Council:
 - (i) Kinistin Saulteaux Nation;
 - (ii) Mistawasis Nêhiyawak First Nation;
 - (iii) Muskeg Lake Cree Nation;
 - (iv) Muskoday First Nation;
 - (v) One Arrow First Nation;
 - (vi) Whitecap Dakota Nation; and
 - (vii) Yellow Quill First Nation.
- (q) **“First Nation 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 26.
- (r) **“First Nation Representative Services”** means the services delivered by a First Nation Representative.
- (s) **“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.
- (t) **“FNCFS”** means First Nations child and family services.
- (u) **“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 and, for greater certainty, includes the Agency.

- (v) **“FNCFS Funding Mechanism”** means the manner in which ISC shall provide First Nations and FNCFS Service Providers with multi-year funding, as further described at paragraphs 51 to 57.
- (w) **“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.
- (x) **“FNCFS Service Provider”** means the 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 Saskatchewan is not a FNCFS Service Provider.
- (y) **“Index of Remoteness”** means the Statistics Canada Index of Remoteness that quantifies a community’s remoteness according to: (1) the proximity to all population centres within a given radius that permits daily accessibility; and (2) the population size of each population center, used as a proxy of service availability.
- (z) **“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.
- (aa) **“Initial Funding Period”** means the period beginning on April 1, 2027 and ending on March 31, 2029.
- (bb) **“Initial Program Assessment”** means the first iteration of the process outlined in **PART XIV – REFORMED FNCFS PROGRAM ASSESSMENTS.**
- (cc) **“Initial Program Assessment Opinion”** means the STC Reform Implementation Committee’s recommendations to Canada, following the Initial Program Assessment, regarding the Reformed FNCFS

Program for the Reform Partners, which are consistent with the purposes and principles of this Final Agreement.

- (dd) “**ISC**” means Indigenous Services Canada and any successor department thereto.
- (ee) “**Interim Dispute Resolution Process**” means the process set out in **PART XVII – INTERIM DISPUTE RESOLUTION** for the resolution of disputes between the Parties between the execution of this Final Agreement and the Effective Date.
- (ff) “**Least disruptive measures**” means measures that flow from a child maltreatment assessment or investigation, 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 to 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.
- (gg) “**National FNCFS Arbitration Board**” means the entity established by the National First Nations Child and Family Services Arbitration Board Policy consisting of the President and Arbitrators with the authority to hear Reform Implementation Disputes and Claimant Disputes as defined in that policy.
- (hh) “**National FNCFS Dispute Resolution Tribunal**” means the independent adjudicative body that Canada will make best efforts to establish via legislation proposed to Parliament, intended to succeed and replace the National FNCFS Arbitration Board and to resolve disputes relating to the Reformed FNCFS Program in accordance with its enabling legislation.

- (ii) **“National Framework”** means the *National Framework for Long-Term Reform of the First Nations Child and Family Services Program*, filed with the Canadian Human Rights Tribunal on December 22, 2025 under the complaint with the Tribunal bearing file number T1340/7008, as updated on October 5, 2026, which includes any Regional FNCFS Program Reform Agreements.
- (jj) **“Non-Agency First Nation”** means a First Nation not affiliated with an FNCFS Agency.
- (kk) **“Notice to Arbitrate”** means the form used to commence a Dispute and which contains the information required by the ADRIIC Arbitration Rules.
- (ll) **“Parties”** means Canada and Saskatoon Tribal Council Health & Family Services Inc.
- (mm) **“Program Assessment(s)”** means the process outlined in **PART XIV – REFORMED FNCFS PROGRAM ASSESSMENTS** and includes the Initial Program Assessment and Second Program Assessment.
- (nn) **“Program Assessment Organization”** means the organization(s) selected by the STC Reform Implementation Committee.
- (oo) **“Program Assessment Reports”** means the reports outlined in **PART XIV – REFORMED FNCFS PROGRAM ASSESSMENTS**.
- (pp) **“Reformed FNCFS Funding Approach”** means the multi-year funding structure for the Agency and Saskatoon Tribal Council First Nations 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**.
- (qq) **“Reformed FNCFS Program”** means the FNCFS Program for the Agency and Saskatoon Tribal Council First Nations on and after the implementation of the Reformed FNCFS Funding Approach.

- (rr) **“Reform Partners”** means the Agency and the First Nations collectively.
- (ss) **“Regional FNCFS Program Reform Agreements”** means all regional or sub-regional agreements concluded and any additional regional or sub-regional agreements which may be concluded pertaining to long-term reform of the FNCFS Program concluded based on the National Framework, with the exception of the Final Agreement on Long-Term Reform of the FNCFS Program in Ontario.
- (tt) **“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.
- (uu) **“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.
- (vv) **“Second Funding Period”** means the period following the Initial Funding Period, beginning on April 1, 2029 and ending on March 31, 2034.
- (ww) **“Second Program Assessment”** means the second iteration of the process outlined in **PART XIV – REFORMED FNCFS PROGRAM ASSESSMENTS.**

- (xx) **“Second Program Assessment Opinion”** means the STC Reform Implementation Committee’s recommendations to Canada, following the Second Program Assessment, regarding the Reformed FNCFS Program for the Reform Partners, which are consistent with the purposes and principles of this Final Agreement, and which Canada shall consider the viability of embedding the Reformed FNCFS Funding Approach, and any recommended changes thereto, in legislation.
- (yy) **“Service Provider Funding Adjustment Request”** means a request made by a First Nation or FNCFS Service Provider to ISC pursuant to **PART XV – SERVICE PROVIDER FUNDING ADJUSTMENT REQUESTS.**
- (zz) **“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.
- (aaa) **“STC FNCFS Data Scientist”** means the position within the Agency identified to support the Reform Partners in data collection and synthesis with respect to First Nations child and family services and the implementation and efficacy of the Reformed FNCFS Program.
- (bbb) **“STC Reform Implementation Committee”** means the committee established to oversee the implementation of the Reformed FNCFS Program for the Reform Partners in the region covered by this Final Agreement.
- (ccc) **“Technical Advisory Committee”** means the Committee established by the STC Reform Implementation Committee to provide technical advice on implementation of the Reformed FNCFS Program for the Reform Partners to the STC Reform Implementation Committee.
- (ddd) **“Term”** means the period beginning on April 1, 2027, and ending on March 31, 2034.

(eee) “**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.

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

PART IV – FUNDING COMMITMENT

5. Canada shall provide funding in the amount of \$269.01 million for the Reformed FNCFS Program for a period of seven (7) fiscal years commencing April 1, 2027, 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 2027-2028. If the Effective Date does not occur within fiscal year 2027-2028, the provisions of this Final Agreement shall be modified as described in **Appendix 9: Modifications if the Effective Date is after March 31, 2028**.

A. Initial Funding Period (April 1, 2027, to March 31, 2029)

7. Of the total amount set out at paragraph 5, Canada shall provide \$80.03 million to support the implementation of the Reformed FNCFS Program for the Reform Partners 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 9: Modifications if the Effective Date is after March 31, 2028**.
9. The Parties agree that Canada’s obligation to fund the Reformed FNCFS Program for the Reform Partners during the Initial Funding Period shall be limited to the maximum amount set out in paragraph 5, except where that amount is insufficient to:
 - (a) Fund approved Service Provider Funding Adjustment Requests, or any decisions of the National FNCFS Arbitration Board or any successor

legislated body 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 –THE REFORMED FNCFS FUNDING APPROACH: INITIAL FUNDING PERIOD;**
- (c) Fund certain activities at their actual costs until March 31, 2028, as specified in paragraphs 58(a)(ii) and 58(g)(i); and
- (d) If one of the First Nations is a Non-Agency First Nation, reimburse the Government of Saskatchewan for its expenditures related to the provision of child and family services to children and families ordinarily resident on a reserve of a First Nation not served by the Agency in accordance with the method of reimbursement agreed upon between Canada and the Government of Saskatchewan.

10. The amount identified in paragraph 5 consists of funding to support:

- (a) The Reformed FNCFS Funding Approach for Reform Partners;
- (b) The housing commitment set out in **PART IX – HOUSING FUNDING**
- (c) The STC FNCFS Data Scientist;
- (d) The activities surrounding, and the participation of the members of, the STC Reform Implementation Committee and the Technical Advisory Committee; and
- (e) The activities of the Agency in implementing this Final Agreement.

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, inclusive of funding provided in that fiscal year for approved Service Provider Funding Adjustment Requests subject to any upward adjustments adopted further to the Initial Program Assessment.
- 12. The Parties agree that Canada's obligation to fund the Reformed FNCFS Program for the Reform Partners during the Second Funding Period

includes providing the amount set out in paragraph 11 and, where that amount is insufficient, providing such additional funding as necessary to:

- (a) Fund approved Service Provider Funding Adjustment Requests, or any decisions of the National FNCFS Arbitration Board or any successor legislated body in relation thereto, subject to judicial review and any appeals thereof; and
 - (b) If one of the First Nations is a Non-Agency First Nation, reimburse the Government of Saskatchewan for its expenditures related to the provision of child and family services to First Nations children and families ordinarily resident on a reserve of a First Nation not served by the Agency in accordance with the method of reimbursement agreed upon between Canada and the Government of Saskatchewan.
13. For greater certainty, 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

14. Canada shall not apply any amount identified in paragraph 5 to its own departmental expenses of any kind. 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.
15. For greater clarity, such departmental expenses include, but are not limited to, expenses for:
- (a) Secretariat support for the operation of the STC Reform Implementation Committee as described in paragraph 120;

- (b) Development and implementation of the cultural humility training described under **PART XVI – CULTURAL HUMILITY TRAINING AND REFORM OF ISC AND SUCCESSOR DEPARTMENTS;**
 - (c) Funding provided to the Agency for the contract price of the Program Assessments as described in paragraph 132;
 - (d) Administrative assistance requested by the Agency in support of the selection and retention of the Program Assessment Organization(s) and the translation of executive summaries of Program Assessment Reports, as described in paragraph 133;
 - (e) The reasonable fees and expenses of the Interim Dispute Resolution Process, including ADRIC administration service fees where applicable, as described in paragraph 181; and
 - (f) Legal fees of the Agency claimed under paragraph 193.
16. Canada shall not reallocate any of the amounts identified in paragraph 5 to any purposes beyond those provided for under the terms of this Final Agreement, except as provided for expressly herein.
17. 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

18. The Reformed FNCFS Funding Approach for the Initial Funding Period beginning on April 1, 2027, and ending on March 31, 2029, shall consist of the following:

- (a) Baseline Funding;
- (b) Top-up funding, defined as a percentage of Baseline Funding, for:
 - (i) Information technology,
 - (ii) Results, and
 - (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

- 19. Baseline Funding in 2028-2029 shall be equal to expenditures that were funded directly by ISC and incurred by the Agency for operations and maintenance in fiscal year 2022-2023, including actual expenditures for intake and investigations, legal fees, building repairs, child service purchase, and small agency costs adjusted for inflation and population growth between March 31, 2023 and March 31, 2028.

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

- 20. Funding for information technology shall be equal to 6% of annual Baseline Funding annually. 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 38 and **Appendix 7: Remoteness Quotient Adjustment Factor Methodology** to account for the increased costs of delivering services in remote communities.
- 21. Funding for results shall be equal to 5% of annual Baseline Funding annually. This funding shall support the implementation of the performance measurement framework and related indicators as outlined in paragraph 77

and **Appendix 2: Performance Measurement Indicators and Outcomes Chart**, 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 38 and **Appendix 7: Remoteness Quotient Adjustment Factor Methodology** to account for the increased costs of delivering services in remote communities.

22. Funding for emergency shall be equal to 2% of annual Baseline Funding annually. 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 38 and **Appendix 7: Remoteness Quotient Adjustment Factor Methodology** to account for the increased costs of delivering services in remote communities.

Household Supports Funding

23. Funding for household supports shall be \$377,376 in fiscal year 2027-2028, subject to paragraph 58(b). In subsequent years, funding for household supports shall be \$388,968 annually. 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 38 to account for the increased costs of delivering services in remote communities.

Prevention Funding

24. Total funding for prevention services in fiscal year 2027-2028 shall be calculated by multiplying the per capita amount of \$2,762.90 by the total population of all First Nations eligible to receive funding under the Reformed FNCFS Program, as set out in paragraph 41, 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 38 and **Appendix 7: Remoteness Quotient Adjustment Factor Methodology** to account for the increased costs of delivering services in remote communities.

25. The prevention funding attributable to an individual First Nation shall be calculated by multiplying its population as set out in paragraph 41 by the per capita amount, provided for in para 24, for the applicable fiscal year.

First Nation Representative Services Funding

26. First Nation Representatives are advocates for First Nations in matters relating to the delivery of services to their citizens by the province of Saskatchewan or an FNCFS Service Provider. 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 Nation 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.
27. Total funding for First Nation Representative Services in fiscal year 2027-2028 shall be calculated by multiplying the amount of \$416.00 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 41, 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 38 and **Appendix 7: Remoteness Quotient Adjustment Factor Methodology** to account for the increased costs of delivering services in remote communities.

28. The First Nation Representative Services funding attributable to an individual First Nation shall be calculated by multiplying its population as set out in paragraph 41 by the per capita amount for the applicable fiscal year.

FNCFS Capital Funding

29. In the Initial Funding Period, ISC shall provide funding for capital assets that support the delivery of the Reformed FNCFS Program's funded services and activities up to \$8.14 million for the Agency and for the following First Nations:
- (a) Kinistin Saulteaux Nation;
 - (b) Mistawasis Nêhiyawak First Nation;
 - (c) Muskoday First Nation;
 - (d) One Arrow First Nation;
 - (e) Whitecap Dakota Nation; and
 - (f) Yellow Quill First Nation.
30. ISC shall make such funding available to support: needs assessments and feasibility studies; the design, purchase and construction of capital assets; the repair and renovation of existing buildings; and the lifecycle costs of newly owned assets.
31. The Muskeg Lake Cree Nation has elected to participate in the capital funding process established in the National Framework, excluding processes in Regional FNCFS Program Reform Agreements, and may access funding for capital assets through that process:
32. For the Muskeg Lake Cree Nation, ISC shall provide funding for capital assets that support the delivery of the Reformed FNCFS Program's funded services and activities through the process to be established pursuant to the National Framework, excluding processes in Regional FNCFS Program Reform Agreements, including: funding for needs assessments and feasibility studies; the design, purchase and construction of capital assets; the repair and renovation of existing buildings; and the lifecycle costs of newly owned assets.

Post-Majority Support Services Funding

33. In the Initial Funding Period, ISC shall provide \$2.31 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.
34. 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 at the time they were taken into care, regardless of where they were placed in care;
 - (b) Are now ordinarily resident on reserve; or
 - (c) Are taking active steps to reside on reserve.
35. Recipients are eligible up to their 26th birthday or to the applicable age as defined in *The Child and Family Services Act*, 1989-90, c C-7.2, as amended, whichever is greater.
36. ISC 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.
37. The amount in paragraph 33 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 38 and **Appendix 7: Remoteness Quotient Adjustment Factor Methodology** to account for the increased costs of delivering services in remote communities.

Remoteness Adjustment Funding

38. 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 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 7: Remoteness Quotient Adjustment Factor Methodology**.

Insurance Premiums

39. 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

40. For fiscal years 2027-2028 and 2028-2029, 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 Statistics Canada's "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

41. Subject to paragraphs 44 and 45, for fiscal years 2027-2028 and 2028-2029, with respect to the components of the Reformed FNCFS Funding Approach which 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, 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.
42. 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 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.

43. For the purpose of the Agency, population shall be the sum of the populations of the First Nations to which it provides services, determined in the way such populations are determined pursuant to this Final Agreement.
44. The approach to calculating population described herein may vary where a First Nation has a self-government agreement or a modern treaty, including Whitecap Dakota Nation, or another First Nation that would conclude a self-government agreement or a modern treaty in the future.
45. Without limiting the generality of paragraph 44, in the case of the Whitecap Dakota Nation, the population of the Nation's membership residing on reserve is provided by that Nation based on their internal processes for determining population counts.

B. Allocation

46. ISC shall allocate funding under the Reformed FNCFS Funding Approach between First Nations and the Agency in a manner that respects the inherent and constitutional rights of First Nations in relation to child and family services.
47. 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.
48. 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 the Agency. The Agency's Baseline Funding may be reduced where a First Nation has chosen to transition away from the Agency further to paragraph 62.

(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 all emergency funding to First Nations.
- (iv) For First Nations that receive on-reserve child and family services from the Agency, ISC shall determine information technology, results, and emergency funding in fiscal year 2027-2028 as follows:
 - (1) Take the actuals funding for intake and investigations, legal fees, building repairs, child service purchase and small agency costs that the Agency received directly from ISC in fiscal year 2022-2023, adjusted for inflation and population growth between March 31, 2023 and March 31, 2027;
 - (2) Applying the percentages in paragraphs 20, 21 and 22 to (1), determine the funding for information technology, results, and emergency associated with the Agency; and
 - (3) On a population-weighted basis, divide all of the information technology, results and emergency funding among the First Nations affiliated with the Agency.
- (v) In subsequent years, the information technology, results, and emergency funding of First Nations affiliated with the Agency shall be upwardly adjusted for inflation and population growth, and where applicable, remoteness, and shall not be reduced.
- (vi) If one or more First Nations are not affiliated with the Agency and are "Non-Agency First Nations," ISC shall determine the information technology, results, and emergency funding in fiscal year 2027-2028 as follows:
 - (1) Identify total operations and maintenance funding provided by ISC for the Non-Agency First Nation in fiscal

year 2025-2026 to the Government of Saskatchewan,
and

- (2) Applying the percentages in paragraphs 20, 21 and 22 to
(a), determine the total funding for information
technology, results, and emergency for the Non-Agency
First Nation.
- (vii) In any fiscal year following a fiscal year in which funding is
determined for a First Nation not affiliated with the Agency that
is a Non-Agency First Nation under subparagraphs (iv) or (vi),
the information technology, results, and emergency funding of
that Non-Agency First Nation shall be upwardly adjusted for
inflation and population growth, and where applicable,
remoteness, and shall not be reduced.
- (viii) If one or more First Nations are not affiliated with the Agency
and are affiliated with a different FNCFS Agency, ISC shall
determine the information technology, results, and emergency
funding for those First Nations by applying the methodology in
subparagraphs (iv) and (v) to the funding of the FNCFS Agency
with which those First Nations are affiliated.
- (c) Household Supports Funding: ISC shall allocate all funding for
household supports to the 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 set out in
paragraph 41, by the percentage of its population below the
Low-Income Measure-After Tax (LIM-AT), such percentage
being drawn from 2021 Census data. For First Nations that are
missing Census data, ISC shall impute the percentage from a
nearby First Nation for whom data is available;
 - (ii) Divide (i) by the total population of all First Nations eligible to
receive funding under the Reformed FNCFS Program below
the LIM-AT; and

(iii) Multiply (ii) by the total annual funding for household supports.

(d) Prevention Funding:

- (i) The Agency shall act as the flow-through recipient of prevention funding provided under this Final Agreement for all First Nations and shall forward the full amount of such funding to the First Nations to which it is attributable.
- (ii) The Parties acknowledge that having prevention funding flow through the Agency is a continuation of the existing arrangement between the First Nations and the Agency on prevention funding that forms part of the Agency's internal service delivery model it calls the "Progressive Model".
- (iii) As of the Effective Date, a First Nation may give written notice directing ISC to provide the prevention funding attributable to the First Nation directly to the First Nation rather than through the Agency.
- (iv) ISC will implement a First Nation's direction only on April 1 of a fiscal year. The earliest date on which ISC will implement a First Nation's direction is April 1, 2028. To be implemented on April 1, 2028, ISC must receive the First Nation's written notice no later than September 30, 2027.
- (v) 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.
- (vi) For clarity, a First Nation may give written notice only once the Effective Date has occurred.
- (vii) Once written notice is provided by the First Nation, the direction contained therein persists until further notice is given.
- (viii) Until and unless a First Nation provides written notice as described in 1.48(d)(iii), the prevention funding attributable to that First Nation shall continue to flow through the Agency.

- (ix) Yellow Quill First Nation shall continue to have its prevention funding directed to the Yellow Quill Child & Family Prevention Services Inc. ("YQCFPS") per YQCFPS's existing funding agreement with ISC, and clauses (i) to (ix) will not apply, until such time as that funding agreement expires and is not renewed or is terminated.

(e) FNCFS Capital Funding:

- (i) ISC shall administer the capital funding committed in this Final Agreement to support the delivery of the Reformed FNCFS Program's funded services and activities based on proposals for projects.
- (ii) The First Nations identified in paragraph 29 and the Agency shall be eligible to access the capital funding for projects. A subcommittee of the STC Reform Implementation Committee, comprised of those members of the STC Reform Implementation Committee representing the First Nations identified in paragraph 29 and the Agency, shall establish and oversee the process for the management, allocation, and apportionment of such funding among the First Nations and the Agency, including any related criteria, priorities, and project approval requirements.
- (iii) For projects approved by the subcommittee of the STC Reform Implementation Committee set out in sub-paragraph (ii), ISC will approve such requests if they meet the eligibility criteria under the Terms and Conditions of the Reformed FNCFS Program.
- (iv) For the Muskeg Lake Cree Nation, funding for capital assets may be accessed through the process established in the National Framework, excluding processes in Regional FNCFS Program Reform Agreements. Such process shall involve the submission of project proposals identified in a First Nation's Infrastructure Investment Plan (FNIIP) or such other planning

document as ISC may specify. ISC will assess, rank, and fund proposals in accordance with the National Framework, excluding processes in Regional FNCFS Program Reform Agreements, taking into consideration 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.

- (v) ISC shall provide funding for the operation and maintenance of FNCFS capital assets that support the delivery of the Reformed FNCFS Program's funded services and activities. The amount of operation and maintenance funding shall be determined in accordance with a formula that considers the number and types of capital assets to be maintained and differences in maintenance costs arising from geographic location. ISC shall provide operation and maintenance funding equal to 100% of the amount determined by that formula.
- (vi) In respect of FNCFS capital assets constructed, acquired, renovated, or otherwise funded as of the Effective Date:
 - (1) for the First Nations identified in paragraph 29 and for the Agency, operation and maintenance funding shall be provided in addition to, and shall not form part of, the funding commitment set out in paragraph 29; and
 - (2) for the Muskeg Lake Cree Nation, operation and maintenance funding shall be provided through the process established in the National Framework, excluding processes in Regional FNCFS Program Reform Agreements.
- (vii) In respect of FNCFS capital assets constructed, acquired, renovated, or otherwise funded after the Effective Date:
 - (1) where such assets are funded through the funding commitment set out in paragraph 29, operation and

maintenance funding for such assets shall be provided from that funding commitment; and

(2) where such assets are funded through the process established in the National Framework, excluding processes in Regional FNCFS Program Reform Agreements, as is the case with the Muskeg Lake Cree Nation, operation and maintenance funding shall be provided through that process.

(viii) ISC, with the advice of the STC Reform Implementation Committee, shall develop guidance documents to support First Nations and the Agency 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:

(1) 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 41. 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 for all First Nations, and divide the First Nation's estimate by the estimate for all First Nations. The estimates are projections based on children in care data recorded in ISC's Information Management System / Data Management System;

(3) Multiply (1) by 1 + (2);

(4) Divide (3) by the sum of (3) for all First Nations;

- (5) Multiply \$75,000, adjusted for inflation, by the number of First Nations, and subtract that amount from the total annual funding available for post-majority support services;
 - (6) Multiply (4) by the difference in (5); and
 - (7) Add \$75,000, adjusted for inflation, to (6).
- (ii) ISC shall provide \$2.0 million to the Agency 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 STC 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 the Agency in accordance with the allocation of the funding to which the remoteness adjustment applies.

C. First Nations Work Planning

- 49. No later than six (6) months following the Effective Date, each First Nation shall provide ISC with a work plan, in a form to be developed by the Parties, regarding the implementation of services funded under the Reformed FNCFS Funding Approach, with the exception of FNCFS capital.
- 50. The Parties shall develop the work plan template prior to the Effective Date of this Final Agreement. ISC shall not revise the work plan template without the approval of the STC Reform Implementation Committee.

D. FNCFS Funding Mechanism

51. 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 the First Nation or FNCFS Service Provider is eligible. ISC shall work with the affected First Nation or FNCFS Service Provider to assist them in qualifying for the FNCFS Funding Mechanism.
52. 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 purposes and principles of this Final Agreement, emphasizes the First Nation's or FNCFS Service Provider's participation, as well as limits administrative and procedural barriers to the First Nation or FNCFS Service Provider in transitioning to the FNCFS Funding Mechanism.
53. 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.
54. For those First Nations and FNCFS Service Providers with unexpended funding from fiscal year 2026-2027 or prior fiscal years, ISC shall, upon acceptance of the First Nation's or FNCFS Service Provider's unexpended funding plan, amend its funding agreements to allow for the expenditure of unexpended funding in fiscal year 2027-2028 and future fiscal years within the Term.

55. Notwithstanding paragraph 53, the Agency shall not be permitted to re-allocate funds from prevention funding to protection, except to fund least disruptive measures.
56. 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 the Agency shall enable the Agency to transfer funds to First Nations for the purpose of advancing the housing objectives in paragraph 81.
57. Any transfer of funding by a First Nation or FNCFS Service Provider pursuant to paragraph 56 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.

E. Transition to the Reformed FNCFS Funding Approach

April 1, 2027 to March 31, 2028

58. For fiscal year 2027-2028, ISC shall implement the Reformed FNCFS Funding Approach as follows:
 - (a) Operations and Maintenance Funding:
 - (i) At the beginning of the fiscal year, the Agency shall receive a funding allocation for operations and maintenance which will be the sum of 80% of the Agency's maintenance expenditures in 2025-2026 and 80% of the Agency's operations expenditures in 2025-2026.
 - (ii) The Agency shall continue to have access to actuals for maintenance, intake and investigations, legal fees, building repairs, child service purchase and small agency costs for fiscal year 2027-2028.

- (iii) The deadline for the submission of all claims related to fiscal year 2027-2028 operations and maintenance expenditures is September 20, 2028.
 - (iv) Commencing on April 1, 2028, the Agency's access to the reimbursement of their actual costs for maintenance, intake and investigations, legal fees, building repairs, child service purchase and small agency costs shall cease. ISC shall instead provide Baseline Funding, calculated as set out in paragraph 19.
- (b) Top-up Funding for Information Technology, Results, and Emergency: For fiscal year 2027-2028, ISC will allocate this funding following the Effective Date. If the Effective Date occurs by September 30, 2027, ISC shall allocate fiscal year 2027-2028's total funding for information technology, results and emergency. If the Effective Date occurs within fiscal year 2027-2028 but after September 30, 2027, funding shall be prorated for six (6) months of fiscal year 2027-2028.
- (c) Household Supports Funding: For fiscal year 2027-2028, ISC will allocate this funding following the Effective Date. If the Effective Date occurs by September 30, 2027, ISC shall allocate fiscal year 2027-2028's total funding for household supports. If the Effective Date occurs within fiscal year 2027-2028 but after September 30, 2027, funding shall be prorated for six (6) months of fiscal year 2027-2028.
- (d) Prevention Funding: For fiscal year 2027-2028, ISC shall allocate prevention funding in accordance with the approach described in paragraph 48(d).
- (e) First Nation Representative Services Funding: For fiscal year 2027-2028, ISC shall allocate First Nation Representative Services funding in accordance with the approach described in paragraph 48(f)(ii). If the Effective Date occurs by September 30, 2027, ISC shall allocate fiscal year 2027-2028's total funding for First Nation Representative Services. If the Effective Date occurs within fiscal year 2027-2028 but after September 30, 2027, the difference between the funding for First Nation

Representative Services provided prior to this Final Agreement coming into effect and the funding provided for First Nation Representative Services under this Final Agreement will be prorated to six (6) months of fiscal year 2027-2028.

(f) Capital Funding:

- (i) For fiscal year 2027-2028, until the Effective Date, ISC shall continue to reimburse the First Nations and the Agency 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 from the funds identified in paragraph 29.
- (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, for those capital requests submitted on or before the Effective Date but approved after the Effective Date, funding shall be provided through the capital funding applicable to the relevant First Nation or the Agency under this Final Agreement, as per paragraphs 29 or 31, as applicable.
- (v) For greater certainty, a capital request submitted on or before the Effective Date may continue to be assessed and approved in accordance with the 2021 CHRT 41 approval process notwithstanding that funding for such request is provided from the funds identified in paragraph 29 for those First Nations identified in that paragraph.
- (vi) For greater certainty, where design funding for a capital project was approved under the 2021 CHRT 41 process on or before

the Effective Date and the project relates to the Muskeg Lake Cree Nation, a request for construction or completion funding in respect of that project shall not be subject to the project ranking process established under the National Framework, excluding processes in Regional FNCFS Program Reform Agreements. 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.

(g) Post-Majority Support Services Funding:

- (i) For fiscal year 2027-2028, 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 2027-2028 post-majority support services expenditures is September 20, 2028.
- (ii) Commencing on April 1, 2028, 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 48(f).

(h) Remoteness Adjustment Funding:

- (i) For fiscal year 2027-2028, until the Effective Date, ISC shall allocate remoteness adjustment funding with respect to First Nation Representative Services funding and prevention funding in accordance with the approach used in 2026-2027 prior to the coming into effect of this Final Agreement.
- (ii) Following the Effective Date, ISC shall provide remoteness adjustment funding for fiscal year 2027-2028 with respect to First Nation Representative Services and prevention funding in accordance with paragraph 38, subject to the following:

- (1) If the Effective Date occurs by September 30, 2027, ISC shall provide remoteness adjustment funding in accordance with paragraph 38 in relation to total funding for prevention and First Nation Representative Services in fiscal year 2027-2028, minus remoteness adjustment funding already provided in relation to funding for prevention and First Nation Representative Services for fiscal year 2027-2028.
- (2) If the Effective Date occurs within fiscal year 2027-2028 but after September 30, 2027, ISC shall provide remoteness funding in accordance with paragraph 38, in relation to funding for prevention and First Nation Representative Services provided for the last six months of fiscal year 2027-2028, minus half of the remoteness adjustment funding already provided in relation to funding for prevention and First Nation Representative Services for fiscal year 2027-2028.
- (iii) Following the Effective Date, ISC shall provide remoteness adjustment funding for fiscal year 2027-2028 with respect to results, information technology, emergency, and household supports funding in accordance with paragraph 38, on the amounts to be provided pursuant to paragraph 48(b).
- (iv) ISC shall not provide remoteness adjustment funding for fiscal year 2027-2028 in the manner set out in paragraph 38, with respect to post-majority support services funding reimbursed at actual costs for fiscal year 2027-2028.
- (v) Commencing on April 1, 2028, ISC shall apply the remoteness adjustment to all funding components that are to be adjusted for remoteness in **PART V –THE REFORMED FNCFS FUNDING APPROACH: INITIAL FUNDING PERIOD.**

From April 1, 2028 Onward

59. As of April 1, 2028, 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

60. 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 any planning requirements applicable to First Nations and the Agency under this Final Agreement;
 - (b) The changes to the funding agreement as between ISC and First Nations and FNCFS Service Providers commencing in fiscal year 2027-2028, as provided for in **Appendix 4: Reformed FNCFS Program Schedules for Contribution Funding Agreements**
 - (c) New and revised external guidelines to support the implementation of the Reformed FNCFS Funding Approach, including but not limited to implementation guides, bulletins and revised Terms and Conditions; and
 - (d) Reporting requirements commencing in fiscal year 2027-2028.
61. ISC shall consult with the STC Reform Implementation Committee regarding the form and content of any Data Collection Instruments to be used by the Reform Partners for the purpose of meeting reporting requirements under the Reformed FNCFS Program, including prior to implementing new data collection instruments or revising existing data collection instruments.

F. FNCFS Agency Transitions within the Reformed FNCFS Program

62. Upon receipt of written notice from a First Nation of its intention to transition its protection services from the Government of Saskatchewan, the Agency, or from another FNCFS Agency, ISC shall facilitate such a transition. Where

the proposed transition is to the Agency or to another FNCFS Agency, the transition is subject to the agreement of the receiving Agency.

63. For greater certainty, a First Nation may provide notice under paragraph 62 more than once during the term of the Final Agreement.
64. ISC shall provide the Agency with notice as specified in the funding agreement between Canada and the Agency prior to changing the Agency's funding due to a First Nation's transition away from the Agency of protection services. ISC shall meet with the transitioning First Nation and the Agency from whom the First Nation is transitioning as soon as practical, for the purpose of considering options to minimize disruption to the Agency's operations.

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

65. ISC shall continue to administer the Reformed FNCFS Program for Reform Partners through the Second Funding Period.
66. For the Second Funding Period, ISC shall provide total annual funding for the Reformed FNCFS Program for the Reform Partners in accordance with **PART IV – FUNDING COMMITMENT**, including the funding commitments set out in paragraphs 11 and 12. Without limiting the foregoing, ISC shall provide total annual funding 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 made by the STC Reform Implementation Committee through the Initial Program Assessment process and adopted by Canada or as ordered by the National FNCFS Arbitration Board or any successor legislated body, subject to judicial review and any appeals thereof as set out in the National FNCFS Arbitration Board Policy as appended to this Final Agreement.
67. ISC shall seek a mandate for the Second Funding Period in relation to the recommendations of the STC Reform Implementation Committee Initial Program Assessment Opinion that ISC recommends for adoption.

68. 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.
69. In the Second Funding Period, ISC shall provide up to \$11.56 million in funding for capital assets that support the delivery of First Nations child and family services on reserve for the First Nations identified in paragraph 29.
70. 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.
71. In the Second Funding Period, ISC shall provide \$10.8 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.

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

72. This Final Agreement expires on March 31, 2034.
73. Canada acknowledges its ongoing obligation to ensure that the discrimination found by the Tribunal has been eliminated and does not recur. Notwithstanding any other section in this Final Agreement, including **PART XXV – SUPERSEDING TRIBUNAL’S ORDERS**, the Parties acknowledge and agree that the Tribunal’s injunction-like order at paragraph 481 of [2016 CHRT 2](#), which requires Canada to cease the discriminatory practices found by the Tribunal, remains in force permanently. For greater certainty, nothing in this Final Agreement shall be interpreted as replacing, extinguishing, modifying, amending, abrogating, derogating from, or otherwise limiting that order or Canada's ongoing obligations to eliminate the systemic discrimination found by the Tribunal and prevent the same or similar discriminatory practices from recurring.

74. ISC shall engage with the Agency and the First Nations with respect to the recommendations of the STC 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.
75. In considering the STC 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

76. 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, youth, families, and communities will contribute to reporting to Parliament and Canadians on the outcomes of the Reformed FNCFS Program.
77. For the purpose of reporting to Parliament under the Reformed FNCFS Program, ISC shall analyze internal data. ISC shall also require First Nations and FNCFS Service Providers to report on indicators. As a starting point, the indicators in **Appendix 2: Performance Measurement Indicators and Outcomes Chart** shall be used for the performance measurement of the Reformed FNCFS Program. ISC shall work with the Agency and the STC Reform Implementation Committee to develop and improve the Reformed FNCFS Program's indicators over time.
78. Where a First Nation or the Agency is experiencing extraordinary circumstances beyond its control which adversely affects its ability to report under this Part, ISC shall work with the First Nation or the Agency to develop a plan to fulfill its reporting requirements as expeditiously as possible.

79. To support monitoring related to structural drivers and other contextual factors that affect the well-being of First Nations children, youth, families, and communities and increase the likelihood of contact with the child welfare system, Canada shall continue to report publicly through ISC's Departmental Results Report on indicators. 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;
 - (e) Mental health and specialized services within the community; and
 - (f) Such other areas identified by the Parties.

PART IX – HOUSING FUNDING

80. In fiscal years 2023-2024, 2024-2025, 2025-2026 and 2026-2027, ISC provided housing funding to the First Nations for the purpose set out in paragraph 81.
81. ISC shall provide funding in the amount of \$4.58 million in fiscal year 2027-2028, which is the final year of the funding commitment, to the 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.
82. The \$4.58 million will be distributed among the First Nations as follows:

First Nation	Funding Amount
Kinistin Saulteaux Nation	\$395,972
Mistawasis Nêhiyawak First Nation	\$1,082,344
Muskeg Lake Cree Nation	\$428,420

First Nation	Funding Amount
Muskoday First Nation	\$538,272
One Arrow First Nation	\$890,051
Whitecap Dakota Nation	\$311,988
Yellow Quill First Nation	\$933,549

83. 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.
84. First Nations shall report to ISC on the housing funding through established data collection tools, modified to reflect the purpose of this funding.

PART X – STC FNCFS DATA SCIENTIST

85. ISC shall provide funding to the Agency in the amount of \$1.73 million over the Term to establish, hire, and maintain an STC FNCFS Data Scientist position within the Agency.

Function

86. The STC FNCFS Data Scientist shall support the Reform Partners in the collection, organization, analysis, interpretation, and use of data related to the implementation and efficacy of the Reformed FNCFS Program.
87. The STC FNCFS Data Scientist shall be responsible for:
 - (a) Supporting the Agency in establishing data-related priorities for the purposes of data collection and analysis, taking into account the advice of the STC Reform Implementation Committee;

- (b) Acting as a central resource to support First Nations in collecting, organizing, understanding and using data related to the Reformed FNCFS Program;
 - (c) Implementing measures to facilitate the receipt, management, and analysis of data; synthesizing data and other relevant data to develop, support or inform recommendations in relation to the implementation and efficacy of the Reformed FNCFS Program;
 - (d) Identifying trends, service gaps, pressures, emerging needs, and opportunities for improvement in relation to the implementation and efficacy of the Reformed FNCFS Program;
 - (e) Developing reports, summaries, analyses, and other information products to support planning, decision-making, and evaluation by the Agency and First Nations affiliated with the Agency;
 - (f) Reporting findings, concerns, and/or recommendations to the Reform Implementation Committee in relation to the implementation and efficacy of the Reformed FNCFS Program; and
 - (g) Providing an annual written report to the Agency and making themselves available for presentations at their assemblies when requested.
88. In carrying out their responsibilities, the STC FNCFS Data Scientist shall operate in a manner that respects First Nations ownership, control, access, and possession of their information to the extent reasonably possible and consistent with the terms of this Final Agreement.

Data Inputs and Information Sharing

89. The Agency shall provide to the STC FNCFS Data Scientist any well-being information collected or reported by the Agency pursuant to this Final Agreement. First Nations may also provide well-being information directly to the STC FNCFS Data Scientist.

90. Subject to conclusion of the information-sharing agreement described in paragraph 91, ISC shall provide data to the STC FNCFS Data Scientist which shall include, but is not limited to, the following:
- (a) Data related to the preparation of ISC's Departmental Results Report and ISC's reporting to Parliament on the indicators described at paragraph 79;
 - (b) Data received from First Nations, the Agency, and/or other FNCFS Service Providers, in relation to work plans, updates on the implementation of such work plans, and the indicators and outcomes in **Appendix 2: Performance Measurement Indicators and Outcomes Chart**; **Appendix 2: Performance Measurement Indicators and Outcomes Chart**;
 - (c) Data reported by First Nations to ISC on the housing funding provided for in **PART IX – HOUSING FUNDING** of this Final Agreement; and
 - (d) Subject to the limitations outlined in paragraph 185, individual-level data from the Indian Registration System.
91. To support the mandate of the STC FNCFS Data Scientist 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 Agency in order to facilitate the access to and sharing of the data described in paragraph 90.

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

92. Without limiting the generality of paragraph 207, a First Nation that is funded in regard to the exercise jurisdiction in the delivery of some or all aspects of child and family services pursuant to a self-government agreement, a treaty or other 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 in respect of services for which the First Nation continues to be funded under the Reformed FNCFS Program, or as the First Nation and Canada may otherwise agree.

93. Subject to any future agreement to the contrary, where a First Nation receives funding for services pursuant to a jurisdictional agreement, that First Nation and its affiliated FNCFS Service Providers, if any, shall not receive funding under the Reformed FNCFS Funding Approach for the services covered by the jurisdictional agreement. ISC shall, in regard to such a First Nation and its affiliated FNCFS Service Providers, if any, 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.
94. Subject to any future agreement to the contrary, where a First Nation enters into a jurisdictional agreement, ISC shall remove from the Reformed FNCFS Program the capital funding that would otherwise have been available to that First Nation under this Final Agreement and shall make such funding available to the First Nation through the applicable federal capital funding mechanism, and such funding amount shall not be less than the capital amount that would otherwise have been available to that First Nation under this Final Agreement. All capital funding commitments under this Final Agreement shall be adjusted accordingly. For clarity, any reduction to the capital funding set out in this Final Agreement resulting from the First Nation's transition shall be limited to the amount of capital funding attributable to that First Nation and shall not otherwise reduce capital funding available to the Agency and the remaining First Nations identified in paragraphs 29, including as continued during the Second Funding Period pursuant to paragraph 69.

PART XII – AGENCY WORK PLANNING AND WELL-BEING INDICATORS AND INFORMATION

Agency Work Planning

95. No later than six months following the Effective Date, the Agency shall provide ISC with a work plan in a form to be developed by the Parties, regarding the implementation of services funded under the Reformed FNCFS Funding Approach, with the exception of FNCFS capital.
96. The Parties shall develop the work plan template prior to the Effective Date of this Final Agreement. ISC shall not revise the work plan template without the approval of the STC Reform Implementation Committee.
97. The Agency work plan shall be developed in consultation with the First Nations served by the Agency and may include, as required by the template, information regarding:
 - (a) Planned activities and associated expenditures of the Agency with respect to Baseline Funding;
 - (b) Planned expenditures of any unexpended funds;
 - (c) Performance targets set by the Agency; and
 - (d) Plans for the realization of such performance targets.
98. Through its funding agreements with the Agency under the Reformed FNCFS Program, ISC shall require the Agency to:
 - (a) Fund the consultation of First Nations served by the Agency in the development of the Agency work plan(s); and
 - (b) Provide annual updates to the First Nations served by the Agency regarding the implementation of its work plan(s).
99. A First Nation served by the Agency may bring to ISC's attention any concerns it has regarding the Agency's work plan. ISC may, where appropriate, engage with the Agency and the First Nation regarding such concerns.

Well-Being Indicators and Information

100. The Parties acknowledge the importance of collecting and reporting information relating to the well-being of First Nations children, youth, families, and communities to support implementation of the Reformed FNCFS Program and informed decision-making.
101. Prior to the Effective Date of this Final Agreement, the Parties shall discuss and consider approaches to the collection, reporting, and use of well-being information, including any roles and responsibilities of the Agency and First Nations.
102. In undertaking the work described in paragraph 101, the Parties may consider child well-being indicators and community well-being indicators.
103. Child well-being indicators may include indicators related to:
 - (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.

104. Community well-being indicators may include indicators related to:

- (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.
105. Should the Parties determine that well-being information will be collected or reported, they shall consider:
- (a) The indicators to be collected or reported on;
 - (b) Any roles and responsibilities of the Agency and First Nations;
 - (c) The frequency of reporting;
 - (d) Any applicable data standards and definitions;
 - (e) The manner in which information will be collected, shared, and used; and
 - (f) The sharing of well-being information with the STC FNCFS Data Scientist.
106. Following its establishment, the STC Reform Implementation Committee may support the Parties in the ongoing consideration and refinement of approaches to the collection, reporting, sharing, and use of well-being information.
107. The Parties may seek advice and/or support from the STC FNCFS Data Scientist in relation to such work.

PART XIII – GOVERNANCE OF THE REFORMED FNCFS PROGRAM

A. STC Reform Implementation Committee

108. The STC Reform Implementation Committee shall oversee and monitor the implementation of the Reformed FNCFS Program for the Reform Partners. The STC 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 XIV – REFORMED FNCFS PROGRAM ASSESSMENTS**, to inform the STC Reform Implementation Committee's recommendations to Canada with respect to changes to the Reformed FNCFS Program.
109. The STC Reform Implementation Committee can at any time make recommendations to ISC in relation to the implementation of the Reformed FNCFS Program for the Reform Partners, except regarding discipline or removal of ISC employees or officers. The Dispute Resolution Process under this Final Agreement, as described in **PART XVIII – DISPUTE RESOLUTION**, shall not be available with respect to any recommendations of the STC 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 STC Reform Implementation Committee's Initial Program Assessment Opinion further to the requirements of paragraphs 145 and 146.
110. The STC Reform Implementation Committee shall receive input, recommendations, and/or observations from:
- (a) The Parties, or any successor entity to Canada;
 - (b) the STC FNCFS Data Scientist;
 - (c) the Technical Advisory Committee;
 - (d) the Program Assessment Organization; and
 - (e) any other entity agreed to by the Parties.

111. The STC Reform Implementation Committee shall consist of ten (10) members. Canada shall appoint one (1) member, and the Agency shall appoint one (1) member. The STC Tribal Chief shall serve as a member of the STC Reform Implementation Committee. The remaining seven (7) members shall be appointed by the First Nations, with each First Nation appointing one (1) representative.
112. Within sixty (60) days following the Effective Date, Canada and the Agency shall confirm the appointment of their respective members to the STC Reform Implementation Committee, and the Agency shall advise Canada of the representatives appointed by the First Nations. A failure to confirm or advise of an appointment of a member within this time frame shall not impede the establishment or operation of the STC Reform Implementation Committee.
113. The STC Reform Implementation Committee shall operate in accordance with the terms of reference attached to this Final Agreement as **Appendix 5: STC Reform Implementation Committee Terms of Reference** as updated by the Parties from time to time.
114. The responsibilities of the STC Reform Implementation Committee include:
- (a) Overseeing and monitoring the implementation of the Reformed FNCFS Funding Approach for the Reform Partners and making related recommendations to Canada as provided for in this Final Agreement;
 - (b) Supporting the Program Assessment process by providing advice on the scope and conduct of Program Assessments and on the selection of the Program Assessment Organization, receiving and reviewing Program Assessment Reports, and preparing Program Assessment Opinions and executive summaries for the Parties and the public;
 - (c) Advising on matters relating to capital funding for Reform Partners;
 - (d) Receiving reports, recommendations, and other information from the Parties, the STC FNCFS Data Scientist, the Technical Advisory Committee, the Program Assessment Organization, and other entities,

in relation to the implementation and efficacy of the Reformed FNCFS Program for the Reform Partners;

- (e) Working jointly with ISC in relation to cultural humility training for ISC employees and providing recommendations respecting the ongoing reform of ISC;
 - (f) Supporting the implementation and continuous improvement of planning, reporting, performance measurement, and well-being information processes under this Final Agreement, including by providing advice and recommendations to the Parties and ISC, as appropriate;
 - (g) Reviewing and identifying trends in Service Provider Funding Adjustment Requests received by ISC from the Reform Partners pursuant to paragraphs 151 and 152 and ISC's determinations of said requests;
 - (h) Receiving from ISC copies of Claimant Disputes delivered to ISC by the Reform Partners, pursuant to **PART XVIII – DISPUTE RESOLUTION** together with any resulting decisions, awards, determinations or court decisions related to such Claimant Disputes, and reviewing such materials to identify trends;
 - (i) Establishing a Technical Advisory Committee, including establishing its terms of reference, and receiving technical advice from the Technical Advisory Committee on implementation of the Reformed FNCFS Program for the Reform Partners; and
 - (j) 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.
115. ISC shall pay reasonable insurance costs for members of the STC Reform Implementation Committee in relation to their duties on that committee, and Canada releases and holds harmless the STC 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.

116. ISC shall provide funding in the amount of up to \$2.20 million over the Term to support the reasonable costs, including the reasonable insurance costs, of the participation of members of the STC Reform Implementation Committee and members of the Technical Advisory Committee.
117. The Agency shall provide to ISC, at the beginning of each fiscal year, a work plan setting out the activities to be undertaken by the STC Reform Implementation Committee and the Technical Advisory Committee and shall report to ISC at the end of the fiscal year on activities undertaken and funding expended relative to that work plan. In accordance with the terms of the applicable funding agreement, unexpended funds may be carried forward for use in a subsequent fiscal year, subject to ISC's approval of an unexpended funding plan.
118. Such funding shall include, but not be limited to, funding for experts from whom the STC Reform Implementation Committee may decide to seek input, as well as youth engagement.
119. This funding is fixed for the Term, subject to review following the Initial Program Assessment.
120. At the request of the Agency, ISC shall provide secretariat support for the operation of the STC Reform Implementation Committee over the Term.

B. Technical Advisory Committee

121. The STC Reform Implementation Committee shall establish a Technical Advisory Committee to provide technical advice on implementation of the Reformed FNCFS Program for the Reform Partners to the STC Reform Implementation Committee. In addition to providing technical advice, the Technical Advisory Committee may develop and disseminate best practice

guidelines, tools, and other operational supports to the Reform Partners to support the delivery of child and family services.

122. The STC Reform Implementation Committee shall establish Terms of Reference for the Technical Advisory Committee, which reflect the terms of this Part, and shall appoint its membership. Appointees shall possess relevant technical expertise. No member of the STC Reform Implementation Committee shall serve on the Technical Advisory Committee.
123. 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 for the Reform Partners.

PART XIV – REFORMED FNCFS PROGRAM ASSESSMENTS

A. Overview and Timeline

124. The Reformed FNCFS Program shall be the subject of two (2) Program Assessments.
125. A summary of the timelines described in this Part is attached at **Appendix 3: Program Assessment Timelines**.
126. If a date or deadline in the timelines described in this Part falls on a day that is not a business day, the date or deadline is automatically extended to the next business day.

B. Purposes and Scope of Program Assessments

127. The purposes of the Program Assessments are:
 - (a) To review, evaluate, and document in reports the extent to which the Reformed FNCFS Program for the Reform Partners:
 - (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 desired outcomes of the Reformed FNCFS Program through analysis of data collected on the indicators detailed in **Appendix 2: Performance Measurement Indicators and Outcomes Chart**; and
 - (iv) improves the well-being and advances the best interests of First Nations children, youth, and families; and
 - (b) To provide the STC Reform Implementation Committee with reports to consider when formulating its recommendations for program or funding changes for the Reformed FNCFS Program for the Reform Partners in its Program Assessment Opinions.
128. The scope of the Program Assessments shall be defined by the Agency on the advice of the STC Reform Implementation Committee and shall be consistent with the purposes and principles of this Final Agreement. In defining the scope of the Program Assessments, the Agency may consider any aspect of the Reformed FNCFS Program for the Reform Partners including, but not limited to, the Reformed FNCFS Funding Approach and related funding levels, funding structures, funding allocations, policies, procedures, Terms and Conditions, reporting requirements, funding agreements, and practices.

C. Selection of the Program Assessment Organization

129. The Agency shall select and retain a Program Assessment Organization to conduct each of the Program Assessments, on the advice of the STC Reform Implementation Committee.
130. The Agency may establish such selection processes and criteria as it considers appropriate, provided that the Program Assessment Organization:
- (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.

131. In selecting the Program Assessment Organization, the Agency and the STC Reform Implementation Committee may give preference to organizations that are owned by, directed by, or employ First Nations people to conduct the Program Assessments.
132. On selection of the Program Assessment Organization by the Agency, ISC shall provide funding to the Agency through a contribution agreement for the proposed contract price, provided that the price of the contract is reasonable and acceptable to ISC. The Agency shall then contract with the Program Assessment Organization, subject to the Agency's internal policies.
133. At the request of the Agency, ISC may provide administrative assistance to support the selection and retention of the Program Assessment Organization and in the translation of the executive summaries of the Program Assessment Reports. Such assistance shall not influence the choice of Program Assessment Organization or the manner in which the Agency will oversee the work of that organization.

D. Oversight of the Program Assessments

134. The Agency shall oversee the Program Assessment Organization and 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.
135. The STC Reform Implementation Committee may provide input and recommendations to the Agency respecting the conduct of a Program Assessment, including the matters described in paragraph 134, and the Agency shall take such input and recommendations into consideration.

E. Program Assessment Inputs and Information Sharing

136. The Program Assessment Organization shall solicit and consider input from the following groups:

- (a) The Parties;
 - (b) The First Nations;
 - (c) The STC FNCFS Data Scientist; and,
 - (d) Other groups identified by the Agency on the advice of the STC Reform Implementation Committee.
137. Upon request by the Program Assessment Organization, the relevant Party or the STC 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

138. During the Program Assessment process, the Program Assessment Organization shall notify the Agency, who shall in turn notify the STC 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

139. The Program Assessment Organization shall deliver the Program Assessment Reports to the Agency by the following deadlines:
- (a) For the Initial Program Assessment, April 19, 2028; and
 - (b) For the Second Program Assessment, April 19, 2033.
140. Each Program Assessment Report shall at a minimum:
- (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 ISC can improve the Reformed FNCFS Program and remediate any shortcomings; and
 - (d) Identify if there are any priority recommendations that should be implemented immediately.
- 141. The Program Assessment Organization shall also deliver to the Agency an executive summary of each Program Assessment Report that shall include a summary of the recommendations.
- 142. The Agency shall make the Program Assessment Reports and the executive summaries public.

H. STC Reform Implementation Committee's Program Assessment Opinions

- 143. The Agency shall distribute the Program Assessment Reports to the STC Reform Implementation Committee within fifteen (15) days of receipt from the Program Assessment Organization, being no later than:
 - (a) For the Initial Program Assessment, May 4, 2028; and
 - (b) For the Second Program Assessment, May 4, 2033.
- 144. The STC 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, July 3, 2028; and
 - (b) For its Second Program Assessment Opinion, July 3, 2033.
- 145. The STC Reform Implementation Committee's Program Assessment Opinions shall contain recommendations on the Reformed FNCFS Program for the Reform Partners 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.
- 146. The STC 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 for the Reform Partners.
147. The STC 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 STC Reform Implementation Committee's Program Assessment Opinions

148. Within ninety (90) days of receiving the STC Reform Implementation Committee's Program Assessment Opinions, and no later than:
- (a) For the Initial Program Assessment, October 1, 2028; and
 - (b) For the Second Program Assessment, October 1, 2033,
- Canada shall do the following:
- (c) Review and consider the Program Assessment Report and the Program Assessment Opinion;
 - (d) In the spirit of a renewed Nation-to-Nation relationship, work with the Agency to co-develop policy recommendations that shall inform the options that ISC will bring forward for Canada's consideration; and
 - (e) Provide the following to the Agency and to the STC 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.
- 149. Canada shall make its responses to the Program Assessment Opinions public.
- 150. With respect to the STC 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 XV – SERVICE PROVIDER FUNDING ADJUSTMENT REQUESTS

- 151. 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.
- 152. 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.
- 153. In order to avoid the duplication of least disruptive measures and prevention funding, where Service Provider Funding Adjustment Requests have been received from a First Nation and the Agency in relation to the same event(s),

ISC will contact both the Agency and the First Nation to initiate a discussion on the appropriate way to proceed.

154. “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 or which spending plan ISC has not approved but excludes prevention funding not available to be reallocated pursuant to paragraph 55. For clarity, the Agency shall be required to expend its prevention funding before making a Service Provider Funding Adjustment Request for funding to deliver least disruptive measures.
155. 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.
156. 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.
157. 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.
158. 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 or First Nation may access the National FNCFS Arbitration Board or any successor legislated body.
159. A First Nation or FNCFS Service Provider may make a service provider funding adjustment request 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.

PART XVI – CULTURAL HUMILITY TRAINING AND REFORM OF ISC AND SUCCESSOR DEPARTMENTS

160. 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.
161. Within one hundred and twenty (120) days following the Effective Date, ISC and the STC 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' cultures, worldviews, 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 FNCFS Program, including the reviews and evaluations conducted from 2000 to 2011 and the Tribunal findings in the *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (representing the Minister of Indigenous and Northern Affairs Canada)* proceedings;
 - (j) The historical and contemporary social and economic conditions of remote First Nations;
 - (k) The histories, cultures, languages, and Treaty relationships of the Treaty 4 and Treaty 6 First Nations represented by the Saskatoon Tribal Council;
 - (l) The role of the Saskatoon Tribal Council and Saskatchewan First Nations organizations in the development and delivery of child and family services and supports for First Nations children, youth, and families, including Saskatoon Tribal Council's Progressive Model; and
 - (m) Saskatchewan-specific approaches, priorities, and promising practices relating to prevention, family preservation, and community-based service delivery for First Nations children, youth, and families.
162. With respect to the topics listed in paragraph 161, ISC shall provide the STC Reform Implementation Committee with training materials previously developed for national use relating to topics (a) through (j). The STC Reform Implementation Committee shall review those materials and may recommend modifications necessary to support implementation of this Final Agreement, which ISC shall consider in good faith.
163. For topics (k) through (m) in paragraph 161, ISC and the STC Reform Implementation Committee shall jointly develop the training materials. ISC shall encourage ISC employees who support the implementation of this Final Agreement to participate in the training related to topics (k) through (m).
164. Cultural humility training made available to ISC employees may include experiential learning, such as:

- (a) Direct participation in cultural teachings, ceremonies, gatherings, and other meaningful cultural learning opportunities led by Saskatoon Tribal Council First Nation Elders, Knowledge Keepers, communities, and other relevant organizations (i.e., the Office of the Treaty Commissioner in Saskatchewan);
 - (b) Visits to First Nations communities to learn about their histories, cultures, languages, Treaty relationships, and the lived experiences of First Nations children, youth, and families;
 - (c) Engagement with Saskatoon Tribal Council and First Nations leadership, service providers, and community representatives respecting the development and delivery of child and family services, including First Nations-led prevention, family preservation, and community wellness programs;
 - (d) Participation in land-based learning and other culturally grounded activities led by Saskatoon Tribal Council and First Nations; and
 - (e) Other experiential learning opportunities identified by the STC Reform Implementation Committee to support the implementation of this Final Agreement.
165. 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.
166. ISC shall report the results of its internal tracking to the STC Reform Implementation Committee.
167. The departmental reform workplan arising from the evaluation of ISC, which is intended to support the reform of ISC to address systemic discrimination and the "old mindset" identified by the Tribunal, shall be provided to the STC Reform Implementation Committee. The STC Implementation Committee shall review and consider the workplan and may make recommendations to Canada respecting the reform and transformation of ISC. Canada shall give due consideration to any such recommendations in carrying out the ongoing reform of ISC.

PART XVII – INTERIM DISPUTE RESOLUTION

168. This Interim Dispute Resolution Process is available only to the Parties.
169. For the purpose of this Interim Dispute Resolution Process, the Parties agree to be bound by *The Arbitration Act*, 1992, SS 1992 c. A-24.1.
170. 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*, 1992, SS 1992 c. A-24.1 and the ADRIIC Arbitration Rules.
171. In the period between the date of signature of this Final Agreement by the Parties and the establishment of the National FNCFS Arbitration Board as described in **PART XVIII – DISPUTE RESOLUTION** and **Appendix 8: National First Nations Child and Family Services Arbitration Board Policy**, the Interim Dispute Resolution Process will 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 existence, validity, termination, implementation, application, interpretation, and/or breach of this Final Agreement. For clarity, this includes a dispute, controversy, disagreement, or claim as to whether the National FNCFS Arbitration Board, as established and implemented, is materially consistent with the National FNCFS Arbitration Board Policy contained at **Appendix 8: National First Nations Child and Family Services Arbitration Board Policy**, and notwithstanding paragraphs 182 and 183 of **PART XVIII – DISPUTE RESOLUTION**, any such dispute shall be determined through the Interim Dispute Resolution Process.
172. The Parties agree that in the period between the date of signature of this Final Agreement by the Parties and the establishment of the National FNCFS Arbitration Board as described in **PART XVIII – DISPUTE RESOLUTION** and **Appendix 8: National First Nations Child and Family Services Arbitration Board Policy**, they will remit all disputes set out in paragraph

171 to final and binding arbitration under the ADRIIC Arbitration Rules, subject to the modifications set out in this Part.

173. The Parties agree that disputes under this Part shall be determined by a sole arbitrator selected by the Parties, or failing agreement of the Parties, selected by ADRIIC upon the request of the Parties and in accordance with its appointment procedures. The Parties shall select an arbitrator, or request ADRIIC to select an arbitrator, with a preference in favour of arbitrators who are persons recognized as citizens or members of a First Nations, and who:
- (a) Have expertise in the matters addressed by the National Framework; 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 arbitrators or adjudicators of administrative tribunals or other like bodies; or
 - (e) Are lawyers, retired judges, or justices of the peace.
174. In selecting an arbitrator, preference shall be given, where practicable, to individuals with knowledge of Saskatchewan laws, governmental and child welfare systems, and First Nations child and family services matters.
175. 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.
176. An Arbitrator appointed under this section shall have the jurisdiction, powers, and authorities of a Reform Implementation Dispute Arbitration Panel as set out in sections 2.3.1 and 2.3.4 of the National FNCFS Arbitration Board Policy contained at **Appendix 8: National First Nations Child and Family Services Arbitration Board Policy**.
177. The principles and rules set out in section 2.4 of the National FNCFS Arbitration Board Policy contained at **Appendix 8: National First Nations Child and Family Services Arbitration Board Policy** apply to arbitrations

under this Part, except that any provisions relating to Cultural Officers do not apply.

178. An Answer to Notice under this Part must be delivered within thirty (30) days of the delivery of the Notice to Arbitrate.
179. 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 the IBA Rules shall not apply.
180. The Parties may agree that ADRIC will administer an arbitration under this Part.
181. Canada shall bear the reasonable fees and expenses of the Interim Dispute Resolution Process and the ADRIC administration service fees, if applicable.

PART XVIII – DISPUTE RESOLUTION

182. The Parties agree that, upon establishment of the National FNCFS Arbitration Board, the Interim Dispute Resolution Process set out in **PART XVII – INTERIM DISPUTE RESOLUTION** of this Final Agreement shall no longer apply, except for in regard to any arbitrations started but not completed under that process.
183. From and including the date that the Interim Dispute Resolution Process set out in **PART XVII – INTERIM DISPUTE RESOLUTION** of this Final Agreement no longer applies, the Parties agree that 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 will be subject to final arbitration pursuant to the National First Nations Child and Family Services Arbitration Board Policy, a copy of which is attached to this Final Agreement as **Appendix 8: National First Nations Child and Family Services Arbitration Board Policy** provided that, if the legislation creating the National FNCFS Dispute Resolution Tribunal is applied to this arbitration, that legislation is substantively the same as that contemplated by the said

policy. The Parties agree that this paragraph constitutes an arbitration agreement for the purposes of the National First Nations Child and Family Services Arbitration Board Policy.

184. Canada agrees that the First Nations will be entitled to participate in the consultation, by way of private meetings between Canada and any of the First Nations who wish to attend, envisioned in section 1 of the National First Nations Child and Family Services Arbitration Board Policy to take place prior to Canada making best efforts to propose to Parliament the legislation required to establish the National FNCFS Dispute Resolution Tribunal.

PART XIX – INFORMATION SHARING AND PRIVACY

185. 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 XX – ENTIRE AGREEMENT

186. 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. There are no prior 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 XXI – CONFIDENTIALITY AND RETENTION

187. 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.

188. 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, or where such documents are not subject to the *Library and Archives of Canada Act* or other such applicable legislation.
189. 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 this Final Agreement, continues in force.

PART XXII – TERMINATION OF AGREEMENT

190. This Final Agreement shall be in full force and effect until expiry of the Term on March 31, 2034.
191. Notwithstanding any other provision in this Final Agreement, the following provisions shall survive the termination of this Final Agreement:
- (a) **PART VII –THE REFORMED FNCFS FUNDING APPROACH: FOLLOWING THE EXPIRY OF THE TERM OF THIS FINAL AGREEMENT;**
 - (b) **PART XXI – CONFIDENTIALITY AND RETENTION**; and
 - (c) **Appendix 8: National First Nations Child and Family Services Arbitration Board Policy**, in so far as the Dispute Resolution Process is required to continue to operate and be funded to do so pursuant to s. 2.4.2 of that Appendix.

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

Tribunal Approval

192. 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 and Implementation Costs

193. Until the Effective Date, ISC shall reimburse the Agency for reasonable legal costs related to supporting the approvals set out in paragraph 192. Following the Effective Date, ISC shall no longer reimburse the Agency for legal costs in relation to this Final Agreement.
194. ISC shall provide funding in the total amount of \$3.70 million to the Agency between fiscal year 2027-2028 and fiscal year 2033-2034 to support the Agency 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; and
 - (d) Professional fees, including legal fees.
195. In relation to the funding set out in paragraph 194, the Agency shall provide a work plan 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.
196. Per the terms of its funding agreement, the Agency 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 the Agency'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 the Agency's funding agreement. ISC may adjust funding set out at paragraphs 116 and 194 for a particular fiscal year to reflect the expected costs of planned activities or to account for unexpended funds that are carried forward.

Effective Date

197. This Final Agreement is conditional upon the Tribunal ordering that the terms of the National Framework satisfy the Tribunal's order in [2016 CHRT 2](#) that Canada cease its discrimination relating to the FNCFS Program and reform it to reflect the findings in [2016 CHRT 2](#), and the National Framework supersedes all interim remedial orders related to the discrimination found by the Tribunal in relation to the FNCFS Program and federal-provincial and federal-territorial agreements except for the order referenced at paragraph 73.
198. For greater certainty, these conditions will be considered satisfied, and this 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 (60) days after the date upon which the Tribunal issues an order that fulfills all of the conditions set out in paragraph 197 of this Final 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 before the expiry of the time period set out in (a) above, a date thirty-one (31) days after such stay application is denied; or
 - (c) In the event a stay is granted, a date thirty-one (31) days after the judicial review application is dismissed.
199. In the event the order or orders that satisfy the conditions in paragraph 197 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 a court of competent jurisdiction.

200. Notwithstanding any other provision in this Final Agreement, the following provisions shall come into effect upon signature of this Final Agreement:

- (a) **PART XVII – INTERIM DISPUTE RESOLUTION**
- (b) Paragraph 192;
- (c) Paragraphs 193 to 196;
- (d) Paragraphs 197, 198, and 199;
- (e) Paragraphs 203 and 204; and
- (f) Paragraph 211.

PART XXIV – ENFORCEMENT OF FUNDING COMMITMENT

201. 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.

202. Notwithstanding paragraph 201, 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 initiate a 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 XXV – SUPERSEDING TRIBUNAL'S ORDERS

203. On October 5, 2026, or any such date ordered by the Tribunal by which Canada must file supplemental affidavit evidence about updates to the National Framework, and following the signing by all Parties of this Final Agreement, Canada shall file the Final Agreement with the Tribunal and seek an order that:

- (a) the Tribunal's jurisdiction over all elements of the complaint bearing Tribunal file number T1340/7008 and all associated proceedings with respect to the Reform Partners and all associated proceedings, except for Jordan's Principle, has ended; and
 - (b) the National Framework supersedes all interim remedial orders related to the discrimination found by the Tribunal in relation to the FNCFS Program and federal-provincial and federal-territorial agreements in the complaint bearing Tribunal file number T1340/7008 except for the Tribunal's order referenced at paragraph 73 and except for Jordan's Principle.
204. For certainty, the Parties will not seek an order to end the Tribunal's jurisdiction over the portions of the complaint bearing Tribunal file number T1340/7008 and all associated proceedings 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, for the Reform Partners unless the Tribunal orders otherwise.
205. For clarity, the terms of this Final Agreement shall supersede and render void all previous orders of the Tribunal concerning the FNCFS Program with respect to the Reform Partners 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 including at paragraph 73.

PART XXVI – GENERAL PROVISIONS

206. 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.
207. This agreement is without prejudice to any First Nation's position on:
- (a) the existence and scope of the First Nations inherent and sacred Treaty and constitutionally protected rights to self-determination and self-government, including self-government of children, youth and families and child and family services for all its citizens and kinship, as each

First Nation defines their citizens and kinship and what child and family services means to them, which rights the First Nations have consistently upheld;

- (b) a First Nation's entitlement to government funding in order to exercise jurisdiction over children and families and child and family services for all its citizens and kinship, as each First Nation defines their citizens and kinship and what child and family services means to them; and
- (c) the level of government funding required to exercise jurisdiction over children and families and child and family services for all its citizens and kinship, as each First Nation defines their citizens and kinship and what child and family services means to them.

208. This Agreement is without prejudice to:

- (a) the Self-Government Treaty Recognizing the Whitecap Dakota First Nation/Wapaha Ska Dakota Oyate ("the Whitecap Dakota First Nation Self-Government Treaty"), including in respect of the exercise of jurisdiction by the Whitecap Dakota Nation of its jurisdiction in relation to child and family services pursuant to Chapter 22 of the Whitecap Dakota First Nation Self-Government Treaty and the negotiation or provision of any jurisdictional agreement and/or funding arrangements thereunder; and
- (b) any future self-government agreement or modern treaty a First Nation would conclude with Canada, including in respect of the exercise of jurisdiction by such First Nation in relation to child and family services and the negotiation or provision of any jurisdictional agreement and/or funding arrangements thereunder.

209. This Final Agreement shall not be construed as an assumption by the Agency of any liability to any person(s) or First Nation(s) in respect of this Final Agreement or its subject matter.

210. 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.

211. For further clarity, on execution of this Final Agreement, the Parties shall be bound by the Interim Dispute Resolution Process and the Dispute Resolution Process agreed to under this Final Agreement and shall not return or go to the Tribunal for any purpose in relation to this Final Agreement other than to obtain a final consent order resolving the complaint bearing Tribunal file number T1340/7008 and all associated proceedings and ending the Tribunal's jurisdiction as set out in paragraphs 203 and 204.
212. The terms of this Final Agreement may only be amended by the Parties upon their unanimous consent in writing.
213. Parties may be added to this Final Agreement once it has been signed, upon the unanimous consent of the Parties in writing.
214. Upon the unanimous consent of the Parties in writing, the Parties may add additional First Nations (in the common meaning of the phrase and not as defined herein) to the definition of "First Nations" set out in **PART III – DEFINITIONS** of this Final Agreement. At that time, the Parties may, upon their unanimous consent in writing, make such amendments to this Final Agreement as they agree are necessary or appropriate in connection with the addition of that First Nation.
215. 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.
216. All funding provided to First Nations, and FNCFS Service Providers, including the Agency 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 6: First Nations Child and Family Services Terms and Conditions**; and revised from time to time in the manner outlined in paragraph 221. For greater clarity, it shall be a requirement of such funding that First Nations and the Agency complete the planning and reporting requirements set out in paragraph 49 and **PART XII – AGENCY WORK PLANNING AND WELL-BEING INDICATORS AND INFORMATION** of this Final Agreement and the terms and conditions of the FNCFS Program. For greater clarity, all funding provided to the Agency 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.
217. 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: Financial Chart**. In case of any conflict, the Parties agree that the amounts in **Appendix 1: Financial Chart** prevail subject to paragraphs 9 and 12.
218. This Final Agreement may be signed electronically and in counterpart.

PART XXVII – APPENDICES

219. No term of this Final Agreement can be amended except as provided for in paragraph 212. 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.
220. ISC may revise the following appendices to this Final Agreement on the approval of the STC Reform Implementation Committee:
- (a) Appendix 1: Financial Chart
 - (b) Appendix 3: Program Assessment Timelines
 - (c) Appendix 4: Reformed FNCFS Program Schedules for Contribution Funding Agreements
 - (d) Appendix 5: STC Reform Implementation Committee Terms of Reference
 - (e) Appendix 7: Remoteness Quotient Adjustment Factor (RQAF) Methodology
 - (f) Appendix 8: National First Nations Child and Family Services Arbitration Board Policy
 - (g) Appendix 9: Modifications if the Effective Date is after March 31, 2027
221. ISC can revise the following appendices in consultation with the Parties and may take into account the recommendations of the STC Reform Implementation Committee in doing so:
- (a) Appendix 2: Performance Measurement Indicators and Outcomes Chart; and
 - (b) Appendix 6: First Nations Child and Family Services Terms and Conditions.

222. ISC shall make reasonable efforts such that any material amendments take effect in the next fiscal year, unless an earlier date is agreed by the Agency or as required by law.

The Parties have signed this Final Agreement on October 2, 2026

FOR SASKATOON TRIBAL COUNCIL HEALTH & FAMILY SERVICES INC.



Tribal Chief Mark Arcand, Board Chair,
Saskatoon Tribal Council Health & Family Services Inc.

FOR HIS MAJESTY THE KING IN RIGHT OF CANADA

The Honourable Mandy Gull-Masty, Minister of Indigenous Services

APPENDICES

Unless an Appendix expressly provides otherwise, capitalized terms used in an Appendix have the meanings assigned to them in this Final Agreement. Where an Appendix expressly defines a term, that definition applies only within that Appendix.

1. Financial Chart
2. Performance Measurement Indicators and Outcomes Chart
3. Program Assessment Timelines
4. Reformed FNCFS Program Schedules for Contribution Funding Agreements
5. STC Reform Implementation Committee Terms of Reference
6. First Nations Child and Family Services Terms and Conditions
7. Remoteness Quotient Adjustment Factor (RQAF) Methodology
8. National First Nations Child and Family Services Arbitration Board Policy
9. Modifications if the Effective Date is after March 31, 2027

Appendix 1: Financial Chart

Estimates of FNCFS Program Funding in the FINAL AGREEMENT ON LONG-TERM REFORM OF THE FIRST NATIONS CHILD AND FAMILY SERVICES PROGRAM FOR SASKATOON TRIBAL COUNCILHEALTH AND FAMILY SERVICES INC. AND SASKATOON TRIBAL COUNCIL FIRST NATIONS								
Date: October 1, 2026								
COST CATEGORIES	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	7 YEAR TOTAL (2027-28 - 2033-34)
BASELINE	9,587,779	9,882,287	9,882,287	9,882,287	9,882,287	9,882,287	9,882,287	68,881,501
INFORMATION TECHNOLOGY	844,619	870,563	870,563	870,563	870,563	870,563	870,563	6,067,997
RESULTS	703,849	725,469	725,469	725,469	725,469	725,469	725,469	5,056,663
EMERGENCY	281,541	290,188	290,188	290,188	290,188	290,188	290,188	2,022,669
HOUSEHOLD SUPPORTS	377,376	388,968	388,968	388,968	388,968	388,968	388,968	2,711,184
PREVENTION	14,839,538	15,295,374	15,295,374	15,295,374	15,295,374	15,295,374	15,295,374	106,611,782
FIRST NATION REPRESENTATIVE SERVICES	2,234,336	2,304,057	2,304,057	2,304,057	2,304,057	2,304,057	2,304,057	16,058,678
POST-MAJORITY SUPPORT SERVICES	-	2,306,217	2,325,992	2,369,312	2,424,185	2,448,890	2,434,638	14,309,234
REMOTENESS ADJUSTMENT	1,634,050	1,877,281	1,883,429	1,890,897	1,899,476	1,902,011	1,899,389	12,986,533
CAPITAL	5,009,643	3,131,326	2,141,950	2,223,345	2,307,831	2,395,529	2,486,559	19,696,183
HOUSING	4,580,596	-	-	-	-	-	-	4,580,596
SUBTOTAL	40,093,327	37,071,730	36,108,277	36,240,460	36,388,398	36,503,336	36,577,492	258,983,020
GOVERNANCE								
STC Data Scientist	266,333	266,333	266,333	266,333	266,333	266,333	266,332	1,864,330
STC Reform Implementation Committee and Technical Advisory Committee	333,333	333,333	333,333	333,333	333,333	333,333	333,332	2,333,330
STC funding to support the implementation of the Agreement	547,620	547,620	547,620	547,620	547,620	547,620	547,620	3,833,340
PMSS Awareness Initiative	285,714	285,714	285,714	285,714	285,714	285,715	285,715	2,000,000
SUBTOTAL	1,433,000	1,433,000	1,433,000	1,433,000	1,433,000	1,433,001	1,432,999	10,031,000
GRAND TOTAL	41,526,327	38,504,730	37,541,277	37,673,460	37,821,398	37,936,337	38,010,491	269,014,020
Note 1: All amounts are based on estimates of future population and inflation change, which may differ from actual rates								
Note 2: Amounts are subjected to proration in the year of the Effective Date as stipulated in the Agreement								

Appendix 2: Performance Measurement Indicators and Outcomes Chart

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

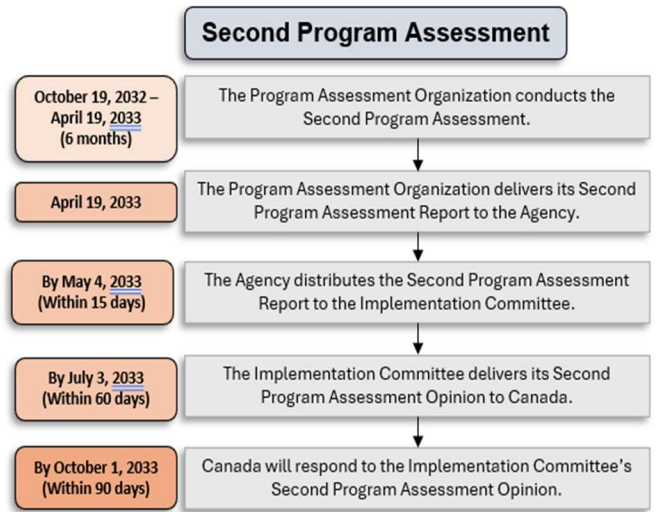
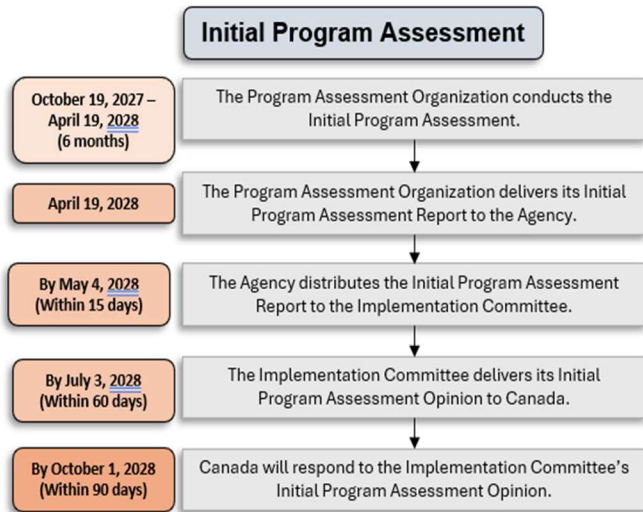
Outcomes and indicators may evolve as part of the implementation of the Reformed FNCFS Program. As a starting point, the following indicators will be used to measure the performance of the Reformed FNCFS Program.

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

	multi-year plans or child and community well-being plans	
First Nations children have access to culturally adapted prevention services.	Percentage of First Nations more than two and a half hours of travel by road from the nearest office of the First Nation's affiliated FNCFS Agency or not connected to any office of that FNCFS Agency by road	ISC and FNCFS Agencies
	Number of First Nations children who are referred by an FNCFS Agency to a prevention service which, in order to access, requires more than two and a half hours of travel by road or requires travel by air or ferry	FNCFS Agencies
	Percentage of First Nations directly providing prevention services for their communities	First Nations
	Percentage of First Nations children who have access to a culturally adapted prevention service provider	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 well-being 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



*Any deadline that falls on a day that is not a business day is automatically extended to the next business day.

Appendix 4: Reformed FNCFS Program Schedules for Contribution Funding Agreements

In order to implement the provisions of this Final Agreement a number of flexibilities and requirements are to be incorporated into ISC's funding agreements with the Reform Partners.

A new funding mechanism has been created to provide for both reallocation and carry-forward of funding to the Reform Partners 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 Reform Partners' funding agreements.

- **Reallocation** – The FNCFS Funding Mechanism permits reallocation of FNCFS funding within the various streams of the Reformed FNCFS Program, with the exception of **Capital projects** whereby reallocation of funding 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 7-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 Reform Partners identify a longer duration in its annual unexpended funding plan.

New provisions for the Agency have been added to the Program Delivery Requirements Schedule for reporting and to recognize the ability for the Agency to redirect FNCFS funding to the 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 work plan 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:

“STC FNCFS Data Scientist” means the position within the Agency identified to support data collection and synthesis with respect to First Nations child and family services.

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

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. 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 The Agency shall administer Funding provided 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 the Agency for the delivery of the Reformed FNCFS Program may be transferred from the Agency 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.

10. Work Planning

10.1 The Agency shall develop a work plan in consultation with the First Nations it serves that will guide the Agency's planning, design and undertaking of Activities to support the delivery of the Reformed FNCFS Program, with the exception of FNCFS capital. The Agency shall provide the work plan no later than six months following the Effective Date of this Final Agreement. That plan shall be developed using the template developed by the

Parties to this Final Agreement between the Saskatoon Tribal Council First Nations. Canada shall not revise that template except in accordance with this Final Agreement, including any approval requirements applicable to revisions of the template. That work plan may include, as required by the template, information regarding:

- a. Planned activities and associated expenditures of the Agency with respect to Baseline Funding
- b. Planned expenditures of any unexpended funds;
- c. Performance targets set by the Agency; and
- d. Plans for the realization of such performance targets.

10.2 The Agency shall:

- a. Fund the consultation of First Nations served by the Agency in the development of the work plan(s) and
- b. Provide annual updates to the First Nations served by the Agency regarding the implementation of its work plan.

10.3 The Agency must deliver services in alignment with the work plan. Failure to establish or respect the requirements of the work plan may impact the eligibility of the Agency 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.

10.4 The Parties acknowledge the importance of collecting and reporting information relating to the well-being of First Nations children, youth, families, and communities to support implementation of the Reformed FNCFS Program and informed decision-making..

10.5 Should the Parties determine that well-being information will be collected or reported pursuant to the Final Agreement, such information may include indicators related to:

- 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.

10.6 Should the Parties determine that well-being information will be collected or reported pursuant to the Final Agreement, such information may include community well-being indicators related to:

- 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 the 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.

10.7 Should the Parties determine that well-being information will be collected or reported, they will consider:

- a. The indicators to be collected or reported on;
- b. Any roles and responsibilities of the Agency and First Nations;
- c. The frequency of reporting;
- d. Any applicable data standards and definitions;
- e. The manner in which information will be collected, shared and used; and
- f. The sharing of well-being information with the STC FNCFS Data Scientist.

10.8 A First Nation served by the Agency may bring to Canada's attention any concerns it has regarding the Agency's work plan. Canada may, where appropriate, engage with the Agency and the First Nation regarding such concerns.

11. Adjustments to Funding

11.1 Where a First Nation being served by the Agency:

- a. Notifies Canada in writing that it intends to transition to an entity other than the Agency for the delivery of protection services,
- b. Provides written notice to ISC directing ISC to provide the prevention funding attributable to that First Nation directly to the First Nation rather than through the Agency, 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 the Agency Reformed FNCFS Program Funding by providing at least sixty (60) days prior notice to the Agency. This notice will specify the Fiscal Year(s) and amounts in respect of which any such Reformed FNCFS Program Funding will be reduced or cancelled.

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

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

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

Appendix 5: STC Reform Implementation Committee Terms of Reference

1. Establishment, Purpose, and Term

- 1.1 The STC 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 for Saskatoon Tribal Council Health & Family Services Inc. and Saskatoon Tribal Council First Nations (the “**Final Agreement**”).
- 1.2 The Committee shall oversee and monitor the implementation of the Reformed First Nations Child and Family Services (“**FNCFS**”) Program for the Agency and the First Nations (the “**Reform Partners**”).
- 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 for the Reform Partners.
- 2.2 The Committee can make recommendations in relation to the implementation of the Reformed FNCFS Program for the Reform Partners, as provided for in the Final Agreement.
- 2.3 The Committee will receive input, recommendations, and/or observations from:
 - (a) The Parties to the Final Agreement (the “Parties”), or any successor entity to Canada;
 - (b) the STC FNCFS Data Scientist;
 - (c) the Technical Advisory Committee;
 - (d) the Program Assessment Organization; and
 - (e) any other entity agreed to by the Parties.

3. Membership

- 3.1 The Committee shall consist of ten (10) members (each, a “**Member**”). Canada shall appoint one (1) Member, and the Agency shall appoint one (1) Member. The STC Tribal Chief shall serve as a Member of the STC Reform Implementation Committee. The remaining seven (7) Members shall be appointed by the First Nations, with each First Nation appointing one (1) representative.

- 3.2 A Member appointed by a Party or a First Nation may be removed and replaced at any time by the Party or First Nation that appointed said Member. The Party or the First Nation, as the case may be, shall provide the Committee with reasonable notice of the removal and replacement of its appointed Member.
- 3.3 The STC Tribal Chief shall serve as a Member for so long as they hold the office of STC Tribal Chief. Where the office of STC Tribal Chief becomes vacant or is assumed by another individual, the successor STC Tribal Chief shall become a Member upon assuming that office.
- 3.4 Any Member may be recommended for removal and replacement by the Committee where the Committee determines that such a recommendation is appropriate, including where the Member has failed to attend three (3) consecutive meetings without providing a reasonable explanation.
- 3.5 Where the Committee makes a recommendation under paragraph 3.4, it shall notify the Party or First Nation that appointed the Member of the recommendation and the reasons for it, and the appointing Party or First Nation shall determine what action, if any, to take, including whether to remove and replace the Member.
- 3.6 In the event of a vacancy of a Party's Member due to resignation, removal, or inability to serve, the Party or First Nation 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 or First Nation's incumbent 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 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 paragraph 6.3.
- 3.10 The Chair shall be selected by a simple majority of the Members.
- 3.11 The Chair's term shall be one (1) year. The Chair may be removed at any earlier time by a simple majority of the Members. 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 meetings organized as in-person meetings.
- 4.2 The Chair 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 the Agency 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 a simple majority of the Members, which may be satisfied by the attendance of Members or alternates.
- 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 decisions 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, Party, or First Nation.

- 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 the Agency 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 up to two (2) 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, at the request 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 for the Reform Partners and making related recommendations to Canada as provided for in the Final Agreement;
- (b) Supporting the Program Assessment process by providing advice on the scope and conduct of Program Assessments and on the selection of the Program Assessment Organization, receiving and reviewing Program Assessment Reports, and preparing Program Assessment Opinions and executive summaries for the Parties and the public;
- (c) Advising on matters relating to capital funding for Reform Partners;
- (d) Receiving reports, recommendations, and other information from the Parties, the STC FNCFS Data Scientist, the Technical Advisory Committee, the Program Assessment Organization, and other entities in relation to the implementation and efficacy of the Reformed FNCFS Program for the Reform Partners;
- (e) Working jointly with ISC in relation to cultural humility training for ISC employees and providing recommendations respecting the ongoing reform of ISC;
- (f) Supporting the implementation and continuous improvement of planning, reporting, performance measurement, and well-being information processes under this Final Agreement, including by providing advice and recommendations to the Parties and ISC, as appropriate;
- (g) Reviewing and identifying trends in Service Provider Funding Adjustment Requests received by ISC from the Reform Partners pursuant to paragraphs 151 and 152 and ISC's determinations of said requests;
- (h) Receiving from Canada copies of Claimant Disputes delivered to Canada by the Reform Partners, **PART XVIII – DISPUTE RESOLUTION**, together with any resulting decisions, awards, determinations, or court decisions related to such Claimant Disputes, and reviewing such materials to identify trends;
- (i) Establishing a Technical Advisory Committee, including establishing its terms of reference, and receiving technical advice from the Technical Advisory Committee on implementation of the Reformed FNCFS Program for the Reform Partners; and
- (j) 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, as appropriate, to ensure that meetings are adequately supported.

6.4 Where administrative support is requested by the Committee, the Administrative Team's responsibilities may 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 The Committee may form one or more subcommittees 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 STC REFORM IMPLEMENTATION COMMITTEE

WHEREAS the Saskatoon Tribal Council (“**STC**”) Health & Family Services Inc. (the “**Agency**”) 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 for the Agency and STC First Nations, resulting in the Final Agreement on the Long-Term Reform of the FNCFS Program for Saskatoon Tribal Council Health & Family Services Inc. and Saskatoon Tribal Council First Nations (the “**Final Agreement**”) dated XX, and the related order, XX;

AND WHEREAS the Parties to the Final Agreement require Members of the STC Reform Implementation Committee (the “**Committee**”) and non-Member attendees at Committee meetings (“**Members and Attendees**”) to preserve the confidentiality of the information which is disclosed to them for the purposes of fulfilling the 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 and the ongoing commitments of Members and Attendees to confidentiality.
2. The content of the discussions of the 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 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 Committee and keep those individuals informed of the progress in implementing the Final Agreement. 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 Committee.

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

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

Signatories:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Appendix 6: First Nations Child and Family Services Terms and Conditions: **Contributions to provide children, youth, young adults, families and communities, with prevention and protection services**

CONTEXT

In January 2016, the Canadian Human Rights Tribunal (CHRT) 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 orders are available online through the [CHRT website](#).

On February 26, 2025, Canada, 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 May 29, 2026, following approval by the CHRT. The agreement satisfies the Tribunal's order in 2016 CHRT 2 that Canada cease its discrimination relating to the FNCFS Program in Ontario and the 1965 Agreement, and supersedes and replaces all other CHRT remedial orders relating to the FNCFS Program in Ontario. These terms and conditions support the implementation of the Reformed FNCFS Program in Ontario.

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.

Subject to CHRT approval, these terms and conditions also support the implementation of the Reformed FNCFS Program pursuant to: Canada's plan for long-term reform of the FNCFS Program Outside Ontario submitted to the CHRT on December 22, 2025, which included the National Framework; and, regional agreements with First Nation groups on long-term reform of the FNCFS Program.

Reformed FNCFS Program

The Reformed FNCFS Program, which includes the Reformed FNCFS Funding Approach described in Section 8.1 of these terms and conditions, provides predictable and flexible funding to eligible recipients to support the well-being and safety of First Nation children, youth, young adults, families and communities. The implementation of the Reformed FNCFS Program is applicable to:

1. Eligible recipients subject to the *Final Agreement on Long-Term Reform of the FNCFS Program in Ontario*, which came into effect on May 29, 2026;

2. Eligible recipients subject to other regional agreements on long-term reform of the FNCFS Program, as of the effective date of these agreements and as approved by the CHRT; and
3. Eligible recipients subject to the National Framework as of the effective date of the National Framework and as approved by the CHRT.

CHRT Oversight

To the extent that the CHRT has retained its remedial oversight of the FNCFS Program per its orders in *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada* (File no T1340/7008) Appendix A to these terms and conditions will apply. Where there are inconsistencies between these terms and conditions and the CHRT orders or orders by any other court or tribunal of competent jurisdiction, those orders prevail and Canada will amend these terms and conditions as appropriate.

1. INTRODUCTION

The First Nations Child and Family Services (FNCFS) Program oversees, administers and provides contribution funding for the provision of culturally appropriate prevention and legislated protection services including least disruptive measures, to respond to children at risk of harm or maltreatment, and support family preservation, and well-being. Canada recognizes the need for culturally appropriate child and family services that account for 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*, S.C. 2019, c. 24 (The Act). The Act is to be interpreted and administered in accordance with the principles of substantive equality, cultural continuity, and the best interests of the child 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. 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.

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 providers concerned decide otherwise.

2. LEGAL AND POLICY 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.

Where the CHRT retains oversight, the CHRT's interim orders relating to the FNCFS Program continue to apply in the administration and funding of the FNCFS Program. More details on CHRT orders are available on the CHRT'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, PROGRAM OBJECTIVES AND EXPECTED RESULTS

This Section applies to both eligible recipients under the Reformed FNCFS Program and eligible recipients who remain under CHRT oversight.

3.1 Purpose

The FNCFS Program is intended to provide resources and funding to support the holistic and culturally appropriate delivery of child and family services to meet the needs of First Nations 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 and their cultural, historical, and geographical circumstances. Child and family services delivery aims to address the structural drivers that could place children, youth, and families at risk of child maltreatment and to leverage intergenerational 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, including support for youth, and young adults that are exiting the child welfare system at the age of majority.

3.2 Objective

The objective of the FNCFS Program is to provide funding to First Nations and 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 Service Providers 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.

Additionally, the FNCFS Program aims to support First Nation designed models and service delivery with the ultimate goal of thriving children and families that are supported by First Nation community-driven child and family services.

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

Outcome	Performance indicator
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
	Number of attendees by affiliation (such as First Nation or FNCFS Agency) per engagement, consultation, or workshop delivered by ISC
	Number of communications and bulletins
	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
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 funding agreements with First Nations and FNCFS Service Providers that are in place before the start of the fiscal year
	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 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
	Number of times FNCFS training and guidance documents have been accessed.
	Percentage of First Nations and FNCFS Service Providers with multi-year plans or child and community well-being plans
First Nations children have access to culturally adapted prevention services	Percentage of First Nations more than two and a half hours of travel by road from the nearest office of the First Nation's affiliated FNCFS Agency or not connected to any office of that FNCFS Agency by road
	Number of First Nations children and youth on reserve or in Yukon 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

Outcome	Performance indicator
	Percentage of First Nations directly providing prevention services for their communities
	Percentage of First Nations children and youth on reserve or in Yukon who have access to a culturally adapted prevention service provider
First Nations children and youth have access to a culturally appropriate environment	Percentage of First Nations children and youth on reserve or in Yukon in care who are placed with a family member (kinship care)
	Percentage of First Nations children and youth on reserve or in Yukon in care where at least one of the caregivers is a First Nation individual
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 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

Intermediate: 3 to 5 years

Outcome	Performance indicator
First Nations and FNCFS Service Providers are working collaboratively toward service delivery	Percentage of FNCFS Agencies with a child and community well-being plan that has been co-developed with the First Nation(s) affiliated with the FNCFS Agency
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.
Protective factors are built, and risk factors are identified and addressed within families and communities	Percentage of First Nations children and youth on reserve or in Yukon in care who came into care for the first time
	Percentage of First Nations children and youth on reserve or in Yukon re-entering care
	Number of reported cases of child maltreatment for First Nations on reserve or in Yukon.
	Number of culturally appropriate prevention activities that have been provided to First Nations families on reserve or in Yukon.
First Nations children and youth in care remain connected to their family, community, and culture	Percentage of First Nations children and youth on reserve or in Yukon in care who are reunified with their families
	Percentage of First Nations children and youth on reserve or in Yukon in care who achieved permanency
	Average number of days in care
	Average number of changes in placement type
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

Ultimate: 5 years and beyond

Outcome	Performance indicator
Thriving children and families are supported by First Nation community-driven child and family services	Percentage of First Nations children and youth on reserve or in Yukon in care

4. PROGRAM SERVICES, FUNDING STRATEGIES, AND INITIATIVES

This Section applies to both eligible recipients under the Reformed FNCFS Program and eligible recipients who remain under CHRT oversight, except where indicated.

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 least disruptive measures, and build protective factors to prevent and mitigate family involvement with child and family services. This funding acknowledges the unique needs, strengths, and priorities of First Nations communities and accounts for their cultural, historical, and geographical circumstances and needs. Additionally, the Reformed FNCFS Program Strategies support the delivery of services, through targeted funding for information technology, results, emergencies, and household supports. FNCFS Program Initiatives support the governance and implementation of the FNCFS Program.

The FNCFS Program prioritizes the allocation of funding to First Nations to support their autonomy to develop, plan, and deliver services based on First Nation needs, circumstances, and priorities.

Any contributions made under these terms and conditions are not intended to generate profits, interest or to increase the value of the funding recipients.

PROGRAM SERVICES, FUNDING STRATEGIES, AND INITIATIVES		Reformed FNCFS Program	Where CHRT Retains Oversight
FNCFS Program Services			
Prevention Services	Prevention Services are evidence-informed and culturally appropriate services intended to support healthy child development, strengthen families, and promote well-being. 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. Eligible activities support: • Targeted services and activities that address structural drivers¹ in order to mitigate the risks factors that could place children at risk of harm and reduce the likelihood of children being taken into care; • Services and activities that support children and families at risk in the home and community; • Activities and access to programming and services that promote physical, cultural, mental and emotional safety and well-being; • Classes, workshops, and outreach to support family preservation and well-being; • Coordination efforts and referrals with other relevant federal or provincial programs to support individual, family, and community well-being; • Group, family, and individual interventions services or supports to promote community-based prevention, family well-being, family reunification and/or preservation; and • Interventions that are identified to support the child's best interests including cultural, communal and other activities to build self-esteem, resilience and healing.		
Post-Majority Support Services	Post-Majority Support Services support First Nations youth in care approaching the age of majority and young adults who have transitioned out of care at the age of majority up to their 26th birthday or to the age as defined in	✓	✓

¹ 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.

	applicable child and family services legislation, whichever is greater. Eligible activities support: • Implementing an eligible youth or young adults' transition plan, including through support in the areas of: ○ learning, education and professional development opportunities; ○ financial and housing supports including safe, stable, housing, such as rent, household basic necessities and utilities; ○ physical, mental and social well-being, including supports to ensure basic needs are addressed ; and ○ (re)connection with land, culture, language, family and community. • Interventions based on the youth or young adult's self-identified best interests, and transition plan, including activities that promote protective factors and family and community preservation, repatriation, and/or reunification. • Direct 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 not or will not be received, in whole or in part, to support that activity.		
First Nation Representative Services	First Nation Representative Services (sometimes referred to as Band Representative Services or Band Designate) support First Nations when children, youth, young adults, and families ordinarily resident on reserve are involved, or at risk of involvement, with the child and family services system. 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. 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. Eligible activities support: • 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. • Support discussions, planning, and/or coordinating and advocacy when a child and family is involved with child and family services, including Indigenous dispute resolution approaches and court proceedings. • Ensuring that the cultural needs of a child are being addressed, which includes participating in the development of a child and family's plan of care. • Collaborative service planning and delivery with other FNCFS Service Providers. • Serving as a point of contact and responding to notices and performing the functions of a First Nation Representative as set out under		
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	federal and provincial legislation and in supporting implementation of <u>An Act respecting First Nations, Inuit and Metis children, youth and families</u> .		
Child Protection Services	Child protection services include: Care and Maintenance: Services associated with placing and maintaining the care of children in out-of-home or alternate care arrangements. Least Disruptive Measures: Measures that flow from a child maltreatment assessment or investigation and are critical to safety planning for children and families involved with child and family services and include: • Targeted actions or services that meet the threshold of risk for involvement with an FNCFS agency. These actions or services seek to prevent separating children or youth from their families, or support reunification of families while ensuring supports are in place that mitigate the risk of child maltreatment or harm; and • Supports to children, youth, and families who have been identified by an FNCFS agency as being at risk and are undergoing an assessment of child maltreatment or harm. Operations: Resources used by an organization to deliver child and family services in line with provincial, Yukon, and First Nation child and family service legislation, regulation, and policies as well as planning activities. Eligible activities supported on-reserve: • Intake, intervention, planning, implementation, evaluation, assessment and investigation to address reports of identified risks to children, including after-hours	✓	✓

	services, and the continuation of services to facilitate the transition of youth into adulthood; • Alternative dispute resolution services and coordination with a child and family's network of support; • Legal services, child representation, or other activities related to child protection proceedings; • A range of alternate custody, and kin care arrangements, agreements, and/or orders to ensure the safety and well-being of the child(ren) and supports for the family and care providers; • Placement services including recruiting, assessing, training, educating, supporting, monitoring and evaluating alternate care providers; • Interventions that are identified on the basis of the child's best interests including cultural, land-based, communal and other activities and access to programming to promote protective factors and family preservation or reunification; • Collaborative service delivery planning, implementation, evaluation and assessment with other service provider(s); • Direct mandated services and supports not eligible through other federal or provincial programs or where funding from other sources was or will not be received, in whole or in part, to support that activity; and • 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 <u><i>An Act Respecting First Nation, Inuit and Métis children, youth and families</i></u>		
Reformed FNCFS Program Funding Strategies			
Information Technology Funding	Funding supports First Nations with their IT needs to implement and deliver services and activities listed in the	✓	

	FNCFS Program Services outlined in Section 4 above.		
Results Funding	Funding supports First Nations in implementing the planning, reporting and performance measurement framework as outlined in Section 9.2, to support the FNCFS Program Services outlined in Section 4 above.	✓	
Emergency Funding	Emergency funding supports First Nations and FNCFS Service Providers with unforeseen situations (for example wildfire evacuations, the unanticipated resource needs related to the introduction into care of children with very high needs, a community crisis) that prevent a First Nation or FNCFS Service Provider from delivering the FNCFS Program Services outlined in Section 4 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.	✓	
FNCFS Program Initiatives			
Supporting Initiatives	Supporting Initiatives support the governance and implementation of the FNCFS Program. Eligible activities support: - Promotion of the governance of and access to evidence-based data and tools to support and inform the delivery of FNCFS programming. - Developing and designing supports and structures to support the purpose and objective including the implementation of the FNCFS Program.	✓	✓

5. ELIGIBLE RECIPIENTS

This Section applies to both eligible recipients under the Reformed FNCFS Program and eligible recipients who remain under CHRT oversight, except where indicated.

While the FNCFS Program considers First Nations children, youth, young adults, 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, 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.

Eligible FNCFS Program funding recipients 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 would deliver FNCFS Program services on reserve or in the Yukon.
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, Yukon, or other authorities to provide legislated child welfare services on reserve or in Yukon.
 - b) **First Nation Service Provider**, meaning an entity authorized by a First Nation to support the implementation of the FNCFS Program on reserve or in Yukon, 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 that has a mandate on a local, regional, or national basis to support the implementation and delivery of the FNCFS Program.
4. **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.

Program Services, Funding Strategies, and Initiatives	Eligible FNCFS Funding Recipients	Reformed FNCFS Program	Where CHRT Retains Oversight
FNCFS Program Services			
Prevention Services	- First Nation - First Nation Service Provider, if requested by the First Nation(s)	✓	✓

	FNCFS agency		
Post-Majority Support Services	- First Nation - First Nation Service Provider, if requested by the First Nation(s) - FNCFS agency, if requested by the First Nation(s)	✓	✓
First Nation Representative Services	- First Nation - First Nation Service Provider, if requested by the First Nation(s) - FNCFS agency, if requested by the First Nation(s)	✓	✓
Child Protection Services	- FNCFS agency - First Nation Service Provider (pursuant to applicable child and family legislation) - Provincial and Yukon Governments	✓	✓
FNCFS Program Funding Strategies			
Information Technology Funding	First Nation	✓	
Results Funding	First Nation	✓	
Emergency Funding	- First Nation - FNCFS agency	✓	
Household Support Funding	First Nation	✓	
Other FNCFS Program Initiatives			
Supporting Initiatives	- First Nation - First Nation Service Provider - National, Regional, and Local Organizations	✓	✓

Where a First Nation receives funding for services pursuant to a jurisdictional agreement, including a coordination agreement related to *An Act Respecting First Nations Inuit and Metis children, youth and families*, S.C. 2019, c. 24, that First Nation and its affiliated FNCFS Service Providers and provinces and Yukon shall not receive FNCFS Program funding for the services for which they are receiving funding under the jurisdictional agreement.

6. TYPE AND NATURE OF ELIGIBLE EXPENDITURES

This Section applies to both eligible recipients under the Reformed FNCFS Program and eligible recipients who remain under CHRT oversight.

Eligible expenditures are those direct costs necessary to support the activities as outlined in Section 4 under Program Services, Funding Strategies 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 4.
- Costs that support FNCFS Program Planning, Reporting and Performance Measurement as outlined in Section 9, 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 if directly linked to supporting the FNCFS Program Services and Initiatives, subject to FNCFS Program approval.
- Capital expenditures to support infrastructure and other capital assets required to support the delivery of FNCFS Program Services to First Nations children, youth and families on reserve and in the Yukon. While capital expenditures can be eligible expenditures under the FNCFS program, funding for capital assets will be administered in alignment with the established guidelines, principles, and directives of the Capital Facilities and Maintenance Program. Provincial and Yukon Governments are not eligible to receive capital funding under the FNCFS Program.

7. APPLICATION REQUIREMENTS AND ASSESSMENT CRITERIA

This Section applies to both eligible recipients under the Reformed FNCFS Program and eligible recipients who remain under CHRT oversight.

Before entering into a funding agreement or initiating an amendment, ISC will confirm eligibility and entitlement of recipients in accordance with these terms and conditions and the departmental directives by conducting risk assessments, including an assessment of the recipient's workplan, 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 Planning and Reporting as outlined in Section 9.1 below;
- Band Council Resolution (or comparable documentation) for each First Nation being represented or served by the First Nation Service Provider, when applicable; and
- 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 recipients for the purpose of determining funding eligibility and approaches under the FNCFS Program. Based on these requirements and assessment criteria, ISC will conduct ongoing reviews prior to issuing funding to ensure recipients continue to meet the FNCFS Program's eligibility. As applicable, ISC conducts 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

The following section does not apply for recipients outside of the Reformed FNCFS Program that remain under CHRT oversight. Program Funding for those recipients under CHRT oversight is outlined in Appendix A, Section A.2.

8.1 Reformed FNCFS Funding Approach

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 8.1.9.

8.1.1 Prevention Services

Starting in fiscal year 2027-2028 funding for prevention services will be calculated by multiplying the amount of \$2,762.90 by a First Nation's population, plus the amount necessary to provide to each First Nation a minimum of \$78,030. These amounts will be

adjusted annually for inflation and to account for the increased costs of delivering services in remote First Nations

A First Nation may give a written notice to ISC directing the manner in which to allocate and distribute the prevention funding attributable to the First Nation. Until and unless a First Nation submits written notice to ISC, the allocation and distribution of prevention funding will remain consistent with the methodology applied in the previous fiscal year.

8.1.2 Post-Majority Support Services

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 8.1.9, 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 regionally, and divide the First Nation's estimate by the regional 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 eligible to receive funding under the FNCFS Program;
- e) Multiply \$79,590.60, 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 the difference in (e); and
- g) Add \$ 79,590.60, adjusted for inflation, to (f).

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

8.1.3 First Nation Representative Services

Outside Ontario:

Total funding for First Nation Representative Services in fiscal year 2027-2028 shall be calculated by multiplying the amount of \$416.00, adjusted annually for inflation in subsequent years, by the total population of all First Nations eligible to receive funding under the FNCFS Program, plus the amount necessary to provide to each First Nation a minimum of \$75,000. This funding shall be adjusted to account for the increased costs of delivering services in remote communities. The First Nation Representative Services funding attributable to an individual First Nation shall be calculated by multiplying its population by the per capita amount for the applicable fiscal year.

In Ontario:

Starting in fiscal year 2027-2028, 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.

8.1.4 Child Protection Services (Baseline Funding)

Baseline funding will be provided to eligible FNCFS funding recipients as outlined in Section 5, and based on:

Outside Ontario:

- For FNCFS Service Providers delegated under applicable child and family services legislation, will be based on 2022-2023 funding for operations and maintenance, including approved claims for intake and investigations, legal fees, building repairs, and child service purchase 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 Service Providers delegated under applicable child and family services legislation, 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.

8.1.5 Information Technology Funding Strategy

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

8.1.6 Results Funding Strategy

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

8.1.7 Emergency Funding Strategy

Funding for emergency equals 2% of a FNCFS agency's baseline funding or the provincial / Yukon baseline funding. For First Nations 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 is adjusted to account for the increased costs of delivering services in remote First Nations.

8.1.8 Household Supports Funding Strategy

Funding for household supports will be provided to First Nations. 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:

The First Nation's population	<i>multiplied by</i>	The percentage of the First Nation's population below the Low-Income Measure-After Tax (LIM-AT)	<i>divided by</i>	The total population below the LIM-AT of all First Nations eligible to receive funding under the FNCFS Program in the First Nation's region	<i>multiplied by</i>	The region's total annual funding for household supports
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8.1.9 Funding Adjustments

The FNCFS Program funding contains a number of adjustments as outlined above for specific components of the program. These adjustments are calculated and applied as follows:

Remoteness Adjustment Funding
Where a First Nation's Index of Remoteness score is 0.40 or greater, funding for Prevention, First Nation Representative Services, Post-Majority Support Services, Information Technology, Results, Emergency, and Household Supports will be upwardly adjusted based on the Remoteness Quotient Adjustment Factor methodology.
Inflation
Funding will be adjusted for inflation annually, in accordance with the Consumer Price Index (CPI) measured over the twelve-month period ending September 30th of the applicable fiscal year. In no event shall any such adjustment be less than zero.
Population
The population of a First Nation will be determined as follows:
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, 2027, to adjust funding for the 2028-2029 fiscal year.

- Where a funding component is adjusted for population but is not calculated on a per capita basis, funding is 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 is 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.
- For the purpose of an FNCFS agency or First Nation Service Provider, population will be the sum of the populations of the First Nations to which it is affiliated.
- The approach to calculating population described herein may vary where a First Nation has a self-government agreement or a modern treaty.

8.1.10 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 outlined in Section 3.

8.2 Maximum Amount Payable

The maximum amount payable will be based on the FNCFS recipient's funding allocation, pursuant to the Reformed FNCFS Funding Approach as outlined in Section 8.1 and shall not exceed \$150,000,000 per recipient, per fiscal year.

8.3 Funding Mechanism Approach

As defined in Section K of the Directive on Transfer Payments, funding will be provided to Indigenous recipients 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 5 is also an Indigenous recipient per Section K of the Directive on Transfer Payments and 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

When eligible for the FNCFS Funding Mechanism, ISC will enter into multi- year flexible agreement. Within this mechanism:

- Recipients may redirect funding *in year* between the funded Program Services, Funding Strategies and Initiatives 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 to 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 9.
- 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 FNCFS Funding Mechanism, 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 Services, Funding Strategies, or Supporting Initiatives for which it was received, meaning they may not redirect funding in year to other FNCFS Program Services, Funding Strategies or Supporting Initiatives outlined in Section 4.
- Recipients may retain unexpended funding to support the objectives of the FNCFS Program in the following year, based on an unexpended funding plan approved by ISC and provided that unexpended funds are used for the purpose of which they were originally intended, as outlined in Section 4.

8.4 Basis for Payment

Payments will be issued to recipients based on the eligibility to receive funding under these FNCFS Program terms and conditions, and in accordance with the terms and provisions of the applicable funding agreement. Payments may be based on one or a combination of the following, as specified in the funding agreement:

- Reformed FNCFS Funding Approach outlined in section 8.1;
- proposal, plan, and budget supporting eligible activities and services as outlined in Section 4;
- Reimbursement of eligible expenditures during the transition to the Reformed FNCFS program, including eligible expenditures outstanding from before the effective date of the regional agreement or before the effective date of the National Framework; or
- Achievement of predetermined performance expectations or milestones, if applicable.

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 First Nation Multi-Year Plan, and/or Child and Community Well-being Plan or FNCFS proposal.

Progress payments are subject to periodic reports of activities and expenditures incurred. ISC will process payments in accordance with 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 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 FNCFS planning, reporting and performance measures outlined in Section 9.

8.5 Stacking Limits

The stacking limit is the maximum level of total eligible 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 eligible expenditures for the activity being funded. For clarity, compensation under orders from the CHRT relating to file no T1340/7008 or 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 sources of revenue for stacking purposes.

9. PLANNING, REPORTING AND PERFORMANCE MEASUREMENT

This Section applies to both eligible recipients under the Reformed FNCFS Program and eligible recipients who remain under CHRT oversight.

9.1 FNCFS Program Planning and Reporting

Planning is intended to provide a better understanding of how the FNCFS Program is addressing child, youth, young adult, family, and community well-being priorities through a collaborative and coordinated approach to service delivery.

Data will be collected by recipients using various methods and sources and will meet requirements set out in the reporting guide. Reporting requirements and frequency will be outlined in funding agreements.

9.1.1 First Nation Multi-Year Plan
Who: First Nations <i>First Nation Multi-Year Plan</i> outlines the details regarding the implementation of activities, specific initiatives for which funding is provided, in alignment with the FNCFS Program's Purpose and Objectives, and includes the planned expenditures for each funded service as outlined in Section 4.
9.1.2 Child and Community Well-being Plan
Who: FNCFS agencies and First Nation Service Providers <i>Child and Community Well-being Plan</i>: FNCFS agencies and First Nation Service Providers will co-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 Performance Measurement outlined in Section 9.2.
9.1.3 FNCFS Program Plan
Who: National, Regional, and Local Organizations The FNCFS Program Plan and budget include 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.
9.1.4 Negotiated Service-Level Agreement
Who: Provincial and Yukon Governments Negotiated service-level agreement between the Province/Yukon and Canada that aligns with the FNCFS Program and defines the level and scope of services, standards, accountability, roles and responsibilities, billing procedures, and reporting requirements.
9.1.5 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 Performance Measurement outlined in Section 9.2.

9.2 Performance Measurement and Financial Reporting

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. To ensure that a balanced approach is implemented and that the reporting burden is minimized, funding recipients will be required to annually provide the department with 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.

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.

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 seek to remediate these risks.

10. INTELLECTUAL PROPERTY

This Section applies to both eligible recipients under the Reformed FNCFS Program and eligible recipients who remain under CHRT oversight.

Where funding is provided for the development of material in which intellectual property subsists, conditions for shared rights will be set out in the funding agreement.

11. OFFICIAL LANGUAGES

This Section applies to both eligible recipients under the Reformed FNCFS Program and eligible recipients who remain under CHRT oversight.

The department will ensure that any member of the public can communicate with and obtain available services from the department, in relation to this program, in accordance with Part IV of the *Official Languages Act*. 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 Part VII of the *Official Languages Act*.

Part IV of the *Official Languages Act* does not apply when funding is further distributed.

11.1 Indigenous Languages Act

The FNCFS Program also supports 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*.

12. FURTHER DISTRIBUTIONS

This Section applies to both eligible recipients under the Reformed FNCFS Program and eligible recipients who remain under CHRT oversight.

Recipients may redistribute contributions, as per the terms of their contribution agreement. In doing so, however, recipients will not act as agents of the federal government.

Recipients have full independence in the selection of another service delivery organization (such as an authority, board, committee, or other entity authorized to act on behalf of the recipient), to redistribute contribution funding and will enter into a written agreement with

the organization. The recipient remains liable to the department for the performance of its obligations under the contribution agreements with ISC. 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.

13. EFFECTIVE DATE

This Section applies to both eligible recipients under the Reformed FNCFS Program and eligible recipients who remain under CHRT oversight.

These terms and conditions are effective as of April 1, 2027.

As of the effective date, these terms and conditions also apply to any unexpended funding that has been carried forward from previous years and be reflected in the funding agreements, where that funding is subject to an active funding agreement.

Eligible recipients may be reimbursed for eligible expenditures incurred between April 1st and March 31st of the previous fiscal year for funding agreements in place. Reimbursement of retroactive eligible expenditures requires the submission of supporting documentation in accordance with FNCFS Program guidelines and the approval of the FNCFS Program, subject to the parameters specified in both these terms and conditions and the contribution agreement.

ISC will support the transition to the Reformed FNCFS Program and will continue to meet its obligations arising from orders related to Canadian Human Rights Tribunal File T-1340-7008, until the effective date of any concluded regional agreement on long-term reform of the FNCFS Program or the National Framework, which are subject to the CHRT's approval. For clarity, the effective date of any regional agreement on long-term reform of the FNCFS Program and that of the National Framework may differ from the effective date of these terms and conditions.

Appendix A: FNCFS Program Under CHRT Oversight

A.1 CONTEXT

To the extent that the CHRT has retained its remedial oversight of the FNCFS Program per its orders in *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada* (File no T1340/7008), this Appendix to the terms and conditions supports the implementation of the CHRT's orders, including the immediate measures toward reform of the FNCFS Program. This Appendix is to be read in conjunction with, and forms part of, the First Nations Child and Family Services Program Terms and Conditions: Contributions to provide children, youth, young adults, families and communities, with prevention and protection services. <https://decisions.chrt-tcdp.gc.ca/chrt-tcdp/decisions/en/item/127700/index.do?q=first+nation+child+and+family+services>
<https://decisions.chrt-tcdp.gc.ca/chrt-tcdp/decisions/en/item/143741/index.do?q=first+nation+child+and+family+services>
<https://decisions.chrt-tcdp.gc.ca/chrt-tcdp/decisions/en/item/181627/index.do?q=FNCFS+CHRT+16>
<https://decisions.chrt-tcdp.gc.ca/chrt-tcdp/decisions/en/item/308639/index.do?q=FNCFS>
<https://decisions.chrt-tcdp.gc.ca/chrt-tcdp/decisions/en/item/492991/index.do?q=2020+CHRT+24>
<https://decisions.chrt-tcdp.gc.ca/chrt-tcdp/decisions/en/item/495591/index.do?q=2021+chrt+6>
<https://decisions.chrt-tcdp.gc.ca/chrt-tcdp/decisions/en/item/495594/index.do?q=2021+CHRT+12>
<https://decisions.chrt-tcdp.gc.ca/chrt-tcdp/decisions/en/item/516900/index.do?q=2021+CHRT+41>
<https://decisions.chrt-tcdp.gc.ca/chrt-tcdp/decisions/en/item/520915/index.do?q=2022+CHRT+8>

A.2 PROGRAM FUNDING

A.2.1 Funding Methodology

Pursuant to 2018 CHRT 4, until a new funding methodology is approved, Canada is funding eligible recipients on actual costs for intake and investigation, legal fees, building repairs, the child service purchase amount, and the full cost for small agencies.

As of April 1, 2022, First Nation Representative Services is funded outside Ontario at \$283 per person resident on reserve and in Yukon, adjusted annually based on inflation and population as recorded in the Indian Registry System. Funding is automatically included in the First Nation's FNCFS Program funding agreement and allocated as a lump sum at the beginning of each fiscal year. There is no need for First Nations to apply for this funding.

Pursuant to 2021 CHRT 41, until a new funding methodology is approved, Canada is funding eligible recipients for the full cost of capital to support the delivery of child and

family services. First Nations, service providers, and agencies can submit claims for reimbursement of costs related to capital to Indigenous Services Canada (ISC) through the existing FNCFS claims process.

Pursuant to the amendments to 2018 CHRT 4 by the CHRT in 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. This funding is adjusted annually based on inflation and population as recorded in the Indian Registry System.

Funds will be directed to the First Nations and/or FNCFS Service Provider(s) responsible for the delivery of prevention services. These funds shall be eligible to be carried forward by the First Nation and/or FNCFS Service Provider(s).

As of April 1, 2022, the FNCFS Program funds Post-Majority Support Services to youth aging out of care and young adults who were formerly in alternative care up to their 26th birthday or to the age specified in the applicable provincial or Yukon legislation, whichever age is greater. First Nations and FNCFS Service Providers can submit claims for the reimbursement of costs related to these services to ISC through the existing FNCFS claims process.

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; and
- Post-majority support services.

A.2.2 Capital Assets

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 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.

A.2.3 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.

A.2.4 Maximum Amount Payable

While the department has a temporary exception to item 8 of Appendix E of the Directive on Transfer Payments where the CHRT retains its oversight, 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 that meets the reasonableness requirements included in Section A.2.5 (Basis for payment) or the payment rates as required.

A.2.5 Basis for Payment

Payments will be made in accordance with federal policies as reflected in the recipient's 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.

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.

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 actual costs 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.

A.2.6 Stacking Limits

The stacking limit is the maximum level of total eligible 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 eligible expenditures for the activity being funded. For clarity, compensation under orders from the CHRT relating to file no

T1340/7008 or 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 sources of revenue for stacking purposes.

Appendix 7: Remoteness Quotient Adjustment Factor Methodology

This appendix explains how ISC will calculate the RQAF of the Reform Partners 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 – Nishnawbe Aski Nation'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.

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;
 - 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: $[(0.709 * \text{the First Nation's 2021 Index of Remoteness score}) + (0.704 * 1 \text{ if the First Nation is not connected by all-weather road to Canada's main road network, and } 0 \text{ if the First Nation is connected})] * 0.879$; 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

	Population	2021 Index of Remoteness	Road Connected	Calculation	RQAF
First Nation A	1,000	0.67	No	$[(0.709 * 0.67) + (0.704 * 1)] * 0.879$	104%
First Nation B	2,000	0.45	Yes	$(0.709 * 0.45) * 0.879$	28%
First Nation C	1,200	0.28	Yes	N/A	0%

Appendix 8: National First Nations Child and Family Services Arbitration Board Policy

Background and Objective

On December 22, 2025, Canada submitted to the Canadian Human Rights Tribunal (“Tribunal”) its Plan for long-term reform of the FNCFS Program outside Ontario (“Plan”), centered on negotiating Regional FNCFS Program Reform Agreements within a National Framework, with implementation targeted for April 1, 2027.

Subject to the Tribunal’s approval of the National Framework, including Regional FNCFS Program Reform Agreements, a National FNCFS Arbitration Board will be established to allow disputes arising under the Reformed FNCFS Program to be heard and resolved in a way that is accessible, fair and culturally-appropriate, by a body specialized in issues of First Nations child and family services and independent of government. The National FNCFS Arbitration Board will arbitrate funding and implementation disputes from all regions except Ontario. The National FNCFS Arbitration Board will include the necessary supports for claimants, including cultural officers, navigators and duty counsel.

The National FNCFS Arbitration Board will be accessible to parties to Regional FNCFS Program Reform Agreements (“Parties”), to FNCFS Regional Tables (represented by a member authorized by the table to bring the dispute) and to all First Nations and FNCFS Service Providers outside Ontario.

Canada will make best efforts to propose to Parliament, after consultation with rights-holders, the legislation required to establish an independent National FNCFS Dispute Resolution Tribunal, which would replace the arbitration process set out in this Policy with a decision-making body established by law. Once such legislation has been passed by Parliament and has come into effect, this Policy would cease to apply and the National FNCFS Arbitration Board would cease to exist.

2. Overview

2.1. Definitions

- (a) “**Administrative Team**” means an administrative team whose purpose is to support the operation of the National FNCFS Arbitration Board.
- (b) “**ADRIC Arbitration Rules**” means the Arbitration Rules of the ADR Institute of Canada in force at the time of a Notice to Arbitrate is served.
- (c) “**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.
- (d) “**Appeal Panel**” means a panel of three (3) Arbitrators appointed consensually or by the process set out in this Policy to adjudicate appeals from a decision of an Appointed Arbitrator.

- (e) **“Appointed Arbitrator”** means an Arbitrator appointed consensually or by the process set out in this Policy to arbitrate a Dispute.
- (f) **“Arbitration Agreement”** means an agreement between a FNCFS Regional Table or a Claimant and Canada, in which a FNCFS Regional Table or a Claimant party to a Dispute agrees to use the Arbitration Process set out in this Policy in relation to that Dispute under the applicable provincial or territorial law governing arbitration.
- (g) **“Arbitration Process”** means the process by which Reform Implementation Disputes or Claimant Disputes are arbitrated, as the case may be, as set out in sections 4 and 5 of this Policy.
- (h) **“Arbitrator”** means an Arbitrator selected by the President, as set out in section 3.3.2.1., and appointed to the Roster of Arbitrators to serve, once appointed consensually or by the process set out in this Policy, as an Appointed Arbitrator or on an Appeal Panel in relation to a specific Dispute.
- (i) **“Claimant”** means a First Nation or FNCFS Service Provider that initiates a Claimant Dispute.
- (j) **“Claimant Dispute”** has the meaning set out in section 2.2.2.
- (k) **“Cultural Officer”** means the person who is charged with giving advice to an Appointed Arbitrator related to aspects of an Arbitration 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 the relevant Regional FNCFS Program Reform Agreement or the National Framework.
- (l) **“Dispute”** means a Reform Implementation Dispute or a Claimant Dispute.
- (m) **“Dispute Decision”** means a decision rendered by an Appointed Arbitrator or an Appeal Panel, as the context requires.
- (n) **“First Nation”** means a “band” as defined in subsection 2(1) of the *Indian Act*, RSC, 1985, C I-5, as amended, located in Yukon or in any province except Ontario, and which is delivering services and receives funding under the Reformed FNCFS Program.
- (o) **“FNCFS Regional Table”** means a governance body established in a Province or Yukon to oversee the implementation of the Reformed FNCFS Program in relation to First Nations and FNCFS Service Providers not subject to a region or sub-region that is not covered by a Regional FNCFS Program Reform Agreement.
- (p) **“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, provincial and Yukon governments are not FNCFS Service Providers.
- (q) **“IBA Rules on the Taking of Evidence in International Arbitration”** means the International Bar Association Rules on the Taking of Evidence in International Arbitration in forces as of August 26,2026.
- (r) **“ISC”** means Indigenous Services Canada and any successor department thereto.

- (s) **"National FNCFS Arbitration Board"** is the entity consisting of the President and Arbitrators as assigned individually or in panels to hear Disputes referred to in section 2.2.
- (t) **"National Framework"** means the *National Framework for Long-Term Reform of the First Nations Child and Family Services Program*, filed with the Canadian Human Rights Tribunal on December 22, 2025 under the complaint with the Tribunal bearing file number T1340/7008, as updated on October 5, 2026, which includes any Regional FNCFS Program Reform Agreements.
- (u) **"National Secretariat"** means the organization selected by ISC to serve as a National Secretariat for data and knowledge translation under the Reformed FNCFS Program.
- (v) **"Notice to Arbitrate"** means the form used to commence a Dispute and which contains the information required by the ADRIC Arbitration Rules.
- (w) **"Party"** means a party to a Regional FNCFS Program Reform Agreement.
- (x) **"Participating Party"** means a party to a Reform Implementation Dispute.
- (y) **"President"** means the National FNCFS Arbitration Board President, being the person appointed by the Governor in Council to act as a secretary general for the National FNCFS Arbitration Board.
- (z) **"provincial or territorial superior court"** are courts of plenary jurisdiction established under section 96 of the *Constitution Act, 1867*.
- (aa) **"Reform Implementation Dispute"** has the meaning set out in section 2.2.1.
- (bb) **"Reformed FNCFS Funding Approach"** means the multi-year funding structure in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Québec, Saskatchewan and Yukon, 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 [X] of the National Framework and Part [X] of any Regional FNCFS Program Reform Agreement.
- (cc) **"Reformed FNCFS Program"** means the FNCFS Program in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Québec, Saskatchewan and Yukon upon and after the implementation of the Reformed FNCFS Funding Approach.
- (dd) **"Regional FNCFS Program Reform Agreements"** means all regional or sub-regional agreements concluded and any additional regional or sub-regional agreements which may be concluded pertaining to long-term reform of the FNCFS Program concluded based on the National Framework, with the exception of the *Final Agreement on Long-Term Reform of the FNCFS Program in Ontario*.
- (ee) **"Regional Program Assessments"** means the process outlined in Part XV of the National Framework or in any Regional FNCFS Program Reform Agreement, and includes the Initial Regional Program Assessments and Second Regional Program Assessments.

- (ff) **“Regional Program Assessment Opinions”** has the meaning given to such term in paragraphs 141 and 142 of the National Framework or in any Regional FNCFS Program Reform Agreement, and includes the Initial Regional Program Assessment Opinions and the Second Regional Program Assessment Opinions.
- (gg) **“Regional Program Assessments Organization(s)”** means the organization(s) selected by the National Secretariat, with advice from the FNCFS Regional Tables, to conduct the Regional Program Assessments outlined in Part XV – Reformed FNCFS Regional Program Assessments of the National Framework, or the organization selected by any Regional Reform Implementation Committee to conduct the Regional Program Assessments pursuant to any Regional FNCFS Program Reform Agreement.
- (hh) **“Regional Program Assessment Reports”** means the reports outlined in Part XV – Reformed FNCFS Regional Program Assessments of the National Framework or in any Regional FNCFS Program Reform Agreement.
- (ii) **“Regional Reform Implementation Committee”** means any regional governance body established or mandated under a Regional FNCFS Program Reform Agreement to oversee the implementation of the Reformed FNCFS Program in the region or sub-region covered by that agreement.
- (jj) **“Roster of Arbitrators”** means the roster of Arbitrators established and maintained by the President, as set out in section 3.3.2.1., who are available to arbitrate Disputes.
- (kk) **“Service Provider Funding Adjustment Request”** means a request made by a First Nation or FNCFS Service Provider to ISC in accordance with paragraphs 191 and 192 of the National Framework or the concordant paragraphs contained in any Regional FNCFS Program FNCFS Program Agreement.

2.2. Types of Disputes

The National FNCFS Arbitration Board will have authority to arbitrate two types of disputes: Reform Implementation Disputes and Claimant Disputes.

2.2.1. Reform Implementation Disputes

A Reform Implementation Dispute is a dispute, controversy, disagreement, or claim of a Party or FNCFS Regional Table that arises out of:

- (a) *in the case of a Party:*
 - the relevant Regional FNCFS Program Reform Agreement, including any question regarding its existence, validity, termination, implementation, application, and interpretation and/or breach, other than a Claimant Dispute; or
 - a decision by Canada as to whether or how any recommendations of the Regional Reform Implementation Committee will be implemented, including any recommendation contained in the Initial Regional Program Assessment Opinion;

- (b) *in the case of a FNCFS Regional Table:*
the implementation, application, and interpretation and/or breach of Canada's commitments under the National Framework in the FNCFS Regional Table's Province or Yukon, other than a Claimant Dispute; or
a decision by Canada as to whether or how any recommendations of the FNCFS Regional Table will be implemented, including any recommendation contained in the Initial Regional Program Assessment Opinion.

A Reform Implementation Dispute does not include:

- (a) A dispute concerning Canada's decision about whether or how any recommendations of any Regional Reform Implementation Committee or FNCFS Regional Table contained in their respective Second Regional 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] of any Regional FNCFS Program Reform Agreement, or any claim for breach of contract, action in tort or other claim that Canada has breached that Regional FNCFS Program Reform Agreement by failing to approve it 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 that Regional FNCFS Program Reform Agreement;
- (c) a claim that Canada has failed to obtain, appropriate or make available the funding provided in Part [IV – Funding Commitment] of the National Framework;
- (d) a dispute concerning Canada's decision about whether or how to implement any recommendations from any Regional Reform Implementation Committee or FNCFS Regional Table that require an amendment to the relevant Regional FNCFS Program Reform Agreement or the National Framework, unless the dispute concerns Canada's decision about whether or how any recommendations of a Regional Reform Implementation Committee or a FNCFS Regional Table contained in their respective Initial Regional Program Assessment Opinion shall be implemented; or
- (e) a dispute, controversy, disagreement, or claim of a Party or a FNCFS Regional Table that arises out of a fact situation occurring after the expiration or termination of the relevant Regional FNCFS Program Reform Agreement or the expiration of the National Framework.

The Arbitration Process outlined in section 4 is the exclusive procedure for resolving Reform Implementation Disputes from Parties.

The Arbitration Process outlined in section 4 is also the exclusive procedure for resolving Reform Implementation Disputes from a FNCFS Regional Table that has consented to the use of the Arbitration Process for the Dispute at issue.

FNCFS Regional Tables are not obligated to resolve matters that would fall within the definition of a Reform Implementation Dispute by way of the Arbitration Process

and may seek remedies to which they may be entitled for such matters in any way they choose, including by pursuing a claim in a court of competent jurisdiction or under the *Canadian Human Rights Act*, RSC, 1985, c H-6.

2.2.2. Claimant Disputes

A Claimant Dispute is a dispute, controversy, disagreement, or claim of a First Nation or FNCFS Service Provider which arises out of:

- (a) The failure to advance the funding allocation of a particular First Nation or FNCFS Service Provider as set out in the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (b) The accuracy of a First Nation's or FNCFS Service Provider's funding allocation provided under the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (c) The entitlement of a First Nation or FNCFS Service Provider to be funded for any amount under the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (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.

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 Arbitration Process described in sections 4 and 5.

The Arbitration Process for Claimant Disputes described in sections 4 and 5 is not intended to abrogate or derogate from a Claimant's rights under the *Canadian Human Rights Act*, R.S.C., 1985, c. H-6.

A First Nation or FNCFS Service Provider is not obligated to resolve matters described in this section by way of the Arbitration 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.

The Arbitration Process for Claimants Disputes outlined in sections 4 and 5 is the exclusive procedure for resolving Claimant Disputes from any Claimant who has consented to the use of the Arbitration Process in relation to a specific dispute.

2.3. Jurisdiction of Appointed Arbitrator and Appeal Panel

2.3.1. Reform Implementation Disputes – Appointed Arbitrator

In considering a Reform Implementation Dispute, an Appointed Arbitrator shall assess the reasonableness of Canada's decision that gave rise to the Reform Implementation Dispute, considering only the materials that were before Canada's decision maker and the written reasons for decision, if any.

Alternatively, where a Reform Implementation Dispute arises but Canada has not made a decision to be reviewed, an Appointed Arbitrator shall consider the circumstances giving rise to the Reform Implementation Dispute.

In any Reform Implementation Dispute, an Appointed Arbitrator has jurisdiction to:

- (a) Process, arbitrate, and resolve Disputes, including by making procedural and substantive decisions;
- (b) Lengthen or shorten any time limit established by the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (c) Decide any procedural or evidentiary question arising during the hearing;
- (d) On request of a Participating Party, order any Participating Party to take any reasonable interim measure as the Appointed Arbitrator may consider necessary in respect of the subject matter of a Dispute;
- (e) Order such remedies as are permitted under this Policy, having regard to the parameters of the Arbitration Process and the limitations and remedies set out in this section and in section 2.3.4.;
- (f) Order funding to a particular First Nation or FNCFS Service Provider as set out in the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (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 Participating Party's legal costs on such terms as are just and in accordance with the Department of Justice's external agent counsel rates.

2.3.1.1. Recommendations arising out of Initial Regional Program Assessment Opinion

In a Reform Implementation Dispute concerning Canada's decision about whether or how any recommendations of a Regional Reform Implementation Committee or a FNCFS Regional Table contained in their respective Initial Regional Program Assessment Opinion shall be implemented, an Appointed Arbitrator 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 outlined in section 2.3.4.

In conducting its review, the Appointed Arbitrator shall consider, among other factors:

- (a) Whether the recommendations contained in the Initial Regional Program Assessment Opinion are consistent with the principles and limitations regarding Initial Regional Program Assessment Opinions outlined in paragraphs 133 and 134 of the National Framework or any variations of those principles that may be contained in the relevant Regional FNCFS Program Reform Agreement;
- (b) Whether the recommendations contained in the Initial Regional Program Assessment Opinion require an amendment to the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (c) The relevant Regional Program Assessment Report; and
- (d) Canada's reasons for its decision, if any.

2.3.2. Reform Implementation Disputes – Appeal Panel

An Appeal Panel, when reviewing the decision of an Appointed Arbitrator in a Reform Implementation Dispute, shall conduct a de novo assessment of the reasonableness of Canada's decision that gave rise to the Reform Implementation Dispute, based on the record before the Appointed Arbitrator and, where the context requires, the factors set out in section 2.3.1.1.

An Appeal Panel has the same jurisdiction as an Appointed Arbitrator in relation to a Reform Implementation Dispute, as set out in section 2.3.1., and in addition may uphold Canada's decision or substitute its own decision, subject to the limitations set out in section 2.3.4.

2.3.3. Claimant Disputes – Appointed Arbitrator

In considering a Claimant Dispute, an Appointed Arbitrator 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. In addition, an Appointed Arbitrator 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 Appointed Arbitrator finds relevant and appropriate in the circumstances.

In considering a Claimant Dispute, an Appointed Arbitrator has the jurisdiction to:

- (a) Process, arbitrate, and resolve Disputes, including by making procedural and substantive decisions;
- (b) Lengthen or shorten any time limit established by the relevant Regional FNCFS Program Reform Agreement or the National Framework; 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 Appointed Arbitrator may consider necessary in respect of the subject matter of the Claimant Dispute;
- (e) Order such remedies as are permitted under this Policy, having regard to the parameters of the Arbitration Process and the limitations and remedies set out in sections 2.3.2. and 2.3.4.;
- (f) Order funding to a particular First Nation or FNCFS Service Provider as set out in the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (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.

2.3.4. Limitations on Jurisdiction – Appointed Arbitrator and Appeal Panel in all Disputes

With respect to both Reform Implementation Disputes and Claimant Disputes, an Appointed Arbitrator and an Appeal Panel do not have jurisdiction to:

- (a) Amend any provision of any Regional FNCFS Program Reform Agreement or the National Framework;
- (b) Award general damages, punitive damages, or damages for discrimination;
- (c) determine a claim regarding the Parliament of Canada's failure to appropriate sufficient funding to satisfy Canada's funding commitment in Part IV – Funding Commitment of any Regional FNCFS Program Reform Agreement or Part IV – Funding Commitment of the National Framework;
- (d) Expand the jurisdiction of an Appointed Arbitrator or an Appeal Panel;
- (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 the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (f) Reduce the level of the overall funding commitment provided for under the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (g) Make orders in the Arbitration Process for Claimant Disputes 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 the relevant Regional FNCFS Program Reform Agreement or the National Framework; or
- (i) Introduce additional indexation factors (for example, new methods of calculation of population growth or inflation).

2.4. Principles and Rules Applicable to Arbitration of Disputes

2.4.1. General

An Appointed Arbitrator shall decide all Disputes in accordance with the relevant Regional FNCFS Program Reform Agreement or the National Framework and in particular its purposes and principles.

An Appointed Arbitrator 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.

All Disputes shall be resolved under the ADRIC Arbitration Rules in force at the time of a Notice to Arbitrate being served, as modified by this Policy.

The Appointed Arbitrator 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 Policy; and
- (d) The Federal Court's Practice Guidelines For Aboriginal Law Proceedings April 2016, section D on Elder Evidence.

An Appointed Arbitrator may:

- (a) In the same manner and to the same extent as provincial or territorial court, 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 Arbitration Panel 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; and
- (c) Receive and accept any evidence and other information, whether on oath or by affidavit or otherwise, that the Appointed Arbitrator sees fit, whether or not that evidence or information is or would be admissible in a court of law.

An Appointed Arbitrator or Appeal Panel 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.

2.4.2. Disputes Delivered Prior to March 31, 2034

Where a Party, a FNCFS Regional Table or a 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 the relevant Regional FNCFS Reform Agreement or the

National Framework, the dispute shall be decided in accordance with the relevant Regional FNCFS Program Reform Agreement or the National Framework, notwithstanding the expiry or termination of that Regional FNCFS Program Reform Agreement, however caused, or the expiry of the National Framework.

After March 31, 2034, the National FNCFS Arbitration Board shall continue to operate only with regard to concluding pending claims and shall be funded by Canada to do so for a period of six (6) months from the conclusion of any hearings of the National FNCFS Arbitration Board.

2.4.3 Nature of Dispute Decisions

A Dispute Decision relating to a Reform Implementation Dispute brought by a Participating Party shall be binding on all Parties to the relevant Regional FNCFS Program Reform Agreement, regardless of whether the Party chose to participate in the arbitration of the dispute.

A Dispute Decision relating to a Reform Implementation Dispute brought by a member of a FNCFS Regional Table authorized by the FNCFS Regional Table to bring such dispute in the name of the FNCFS Regional Table shall be binding on ISC and all members of the FNCFS Regional Table.

A Dispute Decision relating to a Claimant Dispute shall be binding on the Claimant and ISC.

2.4.4. Judicial Intervention and Appeal to Provincial or Territorial Courts

Reform Implementation Disputes and Claimant Disputes shall be governed by the provincial or territorial law governing arbitration where the Claimant, the Party or the FNCFS Regional Table is located.

Where the provincial or territorial law governing arbitration is inconsistent with this Policy and/or the ADRIC Rules, the Policy and/or ADRIC Rules are intended to prevail. An Appeal Panel's Dispute Decision shall be final and binding and subject to review as provided for in the relevant provincial or territorial law governing arbitration.

Where permitted by the relevant provincial or territorial law governing arbitration, a Party, a FNCFS Regional Table, a Claimant, or Canada may appeal, without leave, an Appeal Panel's Dispute Decision to the court specified in the provincial or territorial law governing arbitration on a question of law or a question of mixed fact and law, but not on a question of fact.

2.4.5. Confidentiality

Notwithstanding the ADRIC Arbitration Rules, on application of any party to any Dispute, an Appointed Arbitrator or Appeal Panel may order that all or some of an Appointed Arbitrator's procedures, hearings, and documents or interim orders and decisions shall remain strictly confidential between the parties to the Dispute. Appointed Arbitrator and Arbitration Panels shall respect the parties' agreement for confidentiality if parties agree and request confidentiality orders.

Unless otherwise ordered, all decisions of an Appointed Arbitrator or an Appeal Panel shall be made public in a manner that will be determined by the President within ninety (90) days of its appointment.

2.4.6. Language

The language of the Arbitration Process for Reform Implementation Disputes, including the hearings, documentation, and Dispute Decision, shall be English or French as selected by the Participating Party who commenced the dispute.

The language of the Arbitration Process for Claimant Disputes, including the hearings, documentation, and Dispute Decisions, shall be English, French, or an Indigenous language, where ordered by an Appointed Arbitrator or Appeal Panel.

2.4.7. Communications

Arbitrators shall not communicate with any party to any Dispute:

- (a) Orally, except in the presence of all other parties to the Dispute; or
- (b) In writing, without simultaneously sending a copy of that communication to all parties to the Dispute.

3. Establishment of the National FNCFS Arbitration Board

3.1. Establishment of the National FNCFS Arbitration Board

As soon as reasonable after the approval of Canada's National Framework by the Canadian Human Rights Tribunal or as necessary, the Federal Court or further Appellate Court, the President of the National FNCFS Arbitration Board shall be appointed by Order-in-Council further to section 3.3.1. The President, with the support of the Administrative Team, shall establish the National FNCFS Arbitration Board.

Once in effect, the National FNCFS Arbitration Board shall replace the existing appeals process under the FNCFS Program, which applies for complaints from First Nations or FNCFS Service Providers. However, the existing appeals process shall continue to apply to those disputes that are pending at the time the National FNCFS Arbitration Board comes into effect.

ISC shall pay any costs or expenditures ordered by the National FNCFS Arbitration Board as set out in this Policy in respect of a claim brought before it.

3.2. Administration of the National FNCFS Arbitration Board

The work of the National FNCFS Arbitration Board shall be supported by the following roles within it:

- (a) National FNCFS Arbitration Board President;
- (b) Administrative Team;
- (c) Navigators;

- (d) Duty counsel; and
- (e) Cultural Officers.

3.3. National FNCFS Arbitration Board President and Arbitrators

3.3.1. National FNCFS Arbitration Board President

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 Parties. The President may be appointed for a second term.

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.

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.

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 Parties and FNCFS Regional Tables, 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.

3.3.2. Roster of Arbitrators

3.3.2.1. Selection of Arbitrators

The President shall, within ninety (90) days of their appointment and following consultation with Parties, select and maintain a Roster of Arbitrators who shall serve as Arbitrators of all Disputes (Reform Implementation Disputes and Claimant Disputes). Following the establishment of FNCFS Regional Tables, the President may appoint, following consultation with FNCFS Regional Tables, additional Arbitrators to the Roster of Arbitrators who shall serve as Arbitrators of all Disputes (Reform Implementation Disputes and Claimant Disputes). The President shall be responsible for establishing and implementing the procedure for the selection of Arbitrators.

Canada shall enter into contractual arrangements with the selected Arbitrators which will establish the terms of their payment once selected by the President.

The Roster of Arbitrators selected by the President following approval of Canada's National Framework and consultation with Parties shall be composed of a number of Arbitrators, but no fewer than twelve (12), necessary to ensure the timely adjudication of Disputes. Arbitrators 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.

The President shall select Arbitrators who:

- (a) Have expertise in the matters addressed by the Regional FNCFS Program Reform Agreements and the National Framework; 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 arbitrators or adjudicators of administrative tribunals or other like bodies; or
- (e) Are retired judges or justices of the peace.

Within the Roster of Arbitrators appointed by the President following approval of Canada's National Framework and consultation with Parties, at least six (6) Arbitrators shall have a law degree.

The President shall aspire to gender parity and regional representation in the composition of the Roster of Arbitrators.

The President shall select Arbitrators with a preference in favour of Arbitrators who are persons recognized as citizens or members of a First Nation.

3.3.2.2. Vacancy or Incapacity

If a selected Arbitrator resigns or becomes unable to serve on the Roster of Arbitrators, a replacement Arbitrator shall be appointed as soon as reasonably possible, following the procedure that was used in the appointment of the Arbitrator being replaced.

3.4. Mandatory Training – Claimant Disputes

Any person selected for the Roster of Arbitrators, before being named to an Appointed Arbitrator, must demonstrate that they have completed at least one five (5) day / forty (40) hour professional development course in adjudication and arbitration or that they hold equivalent experience, and must 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.

The cost of the training and professional development, if incurred after the appointment to the Roster, shall be reimbursed by ISC, once successfully completed.

4. Arbitration Procedures – All Disputes

4.1. Initiation of a Dispute

A Party or FNCFS Regional Table may initiate a Reform Implementation Dispute by delivering a Notice to Arbitrate, as prescribed in the ADRIC Arbitration Rules, copying all other Parties of the relevant Regional FNCFS Program Reform Agreement, or, in the case of a Dispute from a FNCFS Regional Table, copying ISC.

A Party or FNCFS Regional Table must deliver a Notice to Arbitrate within sixty (60) days of the Party or FNCFS Regional Table becoming aware of the circumstances giving rise to the Reform Implementation Dispute. Otherwise, the Party or FNCFS Regional Table shall be deemed to have waived their right to have the Reform Implementation Dispute heard and forever waives their right to have the dispute heard by the National FNCFS Arbitration Board.

A Claimant may initiate a Claimant Dispute by delivering a Notice to Arbitrate and a signed 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 their right to have the Claimant Dispute heard and forever waives their right to have the dispute heard by the National FNCFS Arbitration Board. Where a Notice to Arbitrate and Arbitration Agreement, if applicable, is delivered by a Party, by a FNCFS Regional Table 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 or of a Reform Implementation Dispute initiated by a FNCFS Regional Table, ISC must also deliver a signed Arbitration Agreement with its Answer to Notice.

Where a Claimant delivers a Notice to Arbitrate without a signed Arbitration Agreement, the timelines for the procedure of the arbitration shall be paused until the Claimant has delivered the signed Arbitration Agreement.

If a Claimant delivers a Notice to Arbitrate containing a technical defect or the lack of Arbitration Agreement, ISC shall, within thirty (30) days, direct the Claimant to appropriate information about the delivery of Notices to Arbitrate and Arbitration Agreements, and may direct the Claimant to Duty Counsel.

4.1.1. Notice to Arbitrate

A Notice to Arbitrate shall be in writing and contain the information set out in the ADRIC Arbitration Rules.

A Claimant may indicate in their Notice to Arbitrate if they would like the services of a Cultural Officer.

4.1.2. Arbitration Agreement

The President, following consultation with the Parties, shall establish a standard Arbitration Agreement form for First Nations, FNCFS Service Providers and FNCFS Regional Tables. The Arbitration Agreement shall mirror the elements of the

Arbitration Process set out in this Policy and indicate the applicable provincial or territorial law governing arbitration for the Dispute at issue.

ISC shall make the standard Arbitration Agreement form publicly accessible on its website.

4.2. Appointment of Arbitrator and Appeal Panel

All Disputes shall be heard by an Appointed Arbitrator, selected consensually by the parties to the Dispute from among the Roster of Arbitrators.

Appeals shall be heard by a three (3)-person Appeal Panel, selected consensually by the parties to the Dispute from among the Roster of Arbitrators.

Where the parties to a Dispute cannot agree on the selection of an Arbitrator to serve as an Appointed Arbitrator or of Arbitrators to serve on an Appeal Panel, ADRIC will be asked to appoint an Arbitrator to serve as an Appointed Arbitrator or Arbitrators to serve on an Appeal Panel. Such Arbitrators shall only be selected or appointed according to the ADRIC arbitrator appointment protocol.

If an Appointed Arbitrator, Appeal Panel or an Arbitrator thereof becomes incapable of serving while seized of a dispute, the proceeding shall commence *de novo*. The timeframes applicable to that Appointed Arbitrator's or Appeal Panel's proceedings in respect of any Dispute shall be suspended until a replacement Arbitration Panel or Appeal Panel is selected.

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 Arbitrator to serve as an Appointed Arbitrator or of an Appeal Panel from outside the Roster of Arbitrators on consent, then ADRIC may appoint an Appointed Arbitrator or Appeal Panel composed of Arbitrators who are not on the Roster of Arbitrators.

4.3. Exchange of Positions and Documents

An Appointed Arbitrator may allow any party to any 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.

4.4. Mediation

The parties to any 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.

The mediator's reasonable fees and expenses shall be borne by Canada.

4.5. Manner of Proceedings

Unless the parties to a Dispute have agreed to proceed by way of written witness statements and argument, the Appointed Arbitrator shall convene an oral hearing.

Reform Implementation Disputes are presumptively open to public attendance, however, an Appointed Arbitrator may order that all or part of a hearing be closed to the public, on request of a Participating Party.

Claimants may request that a Claimant Dispute hearing be open to public attendance, however, an Appointed Arbitrator may order that all or part of a hearing be closed to the public, on request of a Claimant or Canada.

An Appointed Arbitrator shall strive to schedule hearings to be held on consecutive days until completion, taking into account schedules, witness availability, and need for preparation time.

4.6. Default of a Participating Party, Claimant or Canada

If, without explanation, any party to a Dispute fails to meet a timeline established by the ADRIC Arbitration Rules or by the Appointed Arbitrator's procedural order for taking a step in the Dispute Resolution Process, the Appointed Arbitrator 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.

Before making an order further to a default of a party to a Dispute, the Appointed Arbitrator 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.

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 Appointed Arbitrator may continue the proceedings and make a Dispute Decision on the evidence before it.

4.7. Dispute Decisions

A Dispute Decision of an Appeal Panel shall be made by a majority of panel members.

A Dispute Decision shall be made in writing and shall state the reasons upon which it is based.

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

The Administrative Team shall deliver a copy of the Dispute Decision to each party to the Dispute.

A copy of a Claimant Dispute Decision must be delivered by the Administrative Team to the relevant FNCFS Regional Table or to each Party of the relevant Regional FNCFS Program Reform Agreement.

ISC must maintain a public registry of Claimant Dispute Decisions. The registry shall be subject to any confidentiality orders made by the Appointed Arbitrator.

5. Procedures specific to the Arbitration Process for Claimant Disputes

5.1. Shared Objectives

To the greatest extent possible, the Arbitration Process for Claimant Disputes will be governed by 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 Arbitration 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.

5.2. Navigators

The President with the support of the Administrative Team will ensure that sufficient Navigators are available to provide information to assist Claimants in filing Claimant Disputes and understanding the ADRIC Arbitration Rules and any supplementary rules of procedure that the President may adopt. Navigators will not provide legal advice.

Navigators are independent from ISC and Canada and will assist Claimants with understanding and accessing the Arbitration Process for Claimant Disputes, including by helping Claimants complete forms, collect documents for their hearings, prepare to answer questions from the Appointed Arbitrator, and understand their right to seek further review as provided for in the relevant provincial or territorial law governing arbitration.

5.3. Duty Counsel

The President with the support of the Administrative Team shall, within one hundred eighty (180) days of their appointment, establish a roster of Duty Counsel to assist Claimants by providing information and independent legal advice and assistance in relation to Claimant Disputes. Any Claimant can avail themselves of Duty Counsel.

Canada shall enter into contractual arrangements with the appointed Duty Counsel which will establish the terms of their engagement.

Duty Counsel shall be paid by ISC in accordance with the Department of Justice external agent counsel rates.

Duty Counsel are independent from ISC and Canada and shall assist Claimants with bringing their case before an Appointed Arbitrator or an Appeal Panel. Duty Counsel shall not represent Claimants before an Appointed Arbitrator or an Appeal Panel.

5.4. Claimant Participation Costs and Legal Fees

Where an Arbitrator so directs, ISC must pay the reasonable costs of a Claimant's participation in the Arbitration Process, including reasonable legal fees for legal representation before an Appointed Arbitrator or an Appeal Panel. Legal fees shall be paid at the rates provided for by the Department of Justice external agent counsel rates.

5.5. Proactive Information Sharing – Duty Counsel

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

5.6. Intervention by a Party or FNCFS Regional Table

A Party or a FNCFS Regional Table may bring a motion to intervene in a Claimant Dispute that concerns a First Nation or an FNCFS Service Provider subject to the Party's Regional FNCFS Program Reform Agreement or that is within the region of the FNCFS Regional Table. The Appointed Arbitrator 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.

5.7. Participation of Cultural Officer

The President shall, within one hundred eighty (180) days of their appointment, establish a roster of Cultural Officers whose role it is to provide information and advice to the Appointed Arbitrator about culturally appropriate resolution of Claimant Disputes.

The President shall aspire to regional representation and cultural diversity in the composition of the roster of Cultural Officers and shall take into account any consultations required by any Regional FNCFS Program Reform Agreements. Canada shall enter into contractual arrangements with the appointed Cultural Officers which will establish the terms of their payment.

Cultural Officers shall be paid by ISC at reasonable rates to be negotiated with ISC.

Cultural Officers must provide advice to the Arbitrator or Appeal Panel in an impartial manner and remain independent from any Participating Party or Claimant.

In every Claimant Dispute, the Appointed Arbitrator shall ask a Claimant if the Claimant wishes to have a Cultural Officer retained.

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

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.

The Cultural Officer may:

- (a) Recommend that a representative knowledge keeper or elder sit with the Appointed Arbitrator 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 Appointed Arbitrator 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, a member of a FNCFS Regional Table or other support person to attend at any aspect of the Arbitration 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.

Any such recommendations or requests mentioned above are subject to the sole discretion of the Appointed Arbitrator, after hearing submissions on the question.

5.8. Expert Appointed by Appointed Arbitrator

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

5.9. Expenses of Appointed Arbitrator, Appeal Panel and Related

The fees for administration services provided by the Administrative Team, and the reasonable expenses of Appointed Arbitrators and Appeal Panels, including the cost of retaining experts, shall be borne by Canada.

5.10. Arbitration Board Process – Claimant Feedback

The Administrative Team shall establish a process to enable Claimants to share feedback and commentary relating to their experiences with the Arbitration Process.

The Administrative Team shall share this feedback and commentary with ISC and the relevant Regional Reform Implementation Committee or FNCFS Regional T

Appendix 9: Modifications if the Effective Date is after March 31, 2028

This appendix details the necessary changes to the Final Agreement if the Effective Date is after March 31, 2028.

1. If the Effective Date is in fiscal year 2028-2029, this Final Agreement will be modified as follows:
 - a) All the funding in column “2027-28 of the financial table in **Appendix 1: Financial Chart** will be removed. Funding amounts that are described in the Final Agreement as for the Initial Funding Period, seven (7) fiscal years or the Term of the Final Agreement will be consequently reduced and references to seven (7) 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, 29, 33, 85, 116 and 194;
 - b) The date of April 1, 2027 will be brought forward by one (1) year in paragraphs 4(aa), 4(ddd), 5 and 18;
 - c) the date of September 30, 2027 will be brought forward by one (1) year in paragraphs 48(d)(iv), 58(b), 58(c), 58(e), 58(h)(ii)(1) and 58(h)(ii)(2);
 - d) the date of March 31, 2028 will be brought forward by one (1) year in paragraph 9(c), 19 and 48(b)(iv)(1);
 - e) the date of April 1, 2028 will be brought forward by one (1) year in paragraphs 48(d)(iv), 58(a)(iv), 58(g)(ii), 58(h)(v) and 59;
 - f) the date of September 20, 2028 will be brought forward one (1) year in paragraph 58(a)(iii) and 58(g)(i);
 - g) fiscal year 2025-2026 will be brought forward to fiscal year 2026-2027 in paragraph 58(a)(i);
 - h) fiscal year 2027-2028 will be brought forward to fiscal year 2028-2029 in paragraphs 23, 24, 27, 40, 41, 48(b)(iv), 48(b)(vi), 54, 58, 58(a)(i)58(a)(ii), 58(b), 58(c), 58(d), 58(e), 58(f), 58(g), 58(h)(i), 58(h)(ii)(1), 58(h)(ii)(2), 58(h)(iii), 58(h)(iv), 60(b), 60(d) and 194;
 - i) fiscal year 2028-2029 will paragraphs 5, 7, 29, 33, 85, 116 and 194;
 - j) the date of April 1, 2027 will be brought forward by one (1) year in paragraphs 4(aa);
 - k) be brought forward to fiscal year 2029-2030 in paragraph 19;
 - l) the mention of fiscal years 2027-2028 in paragraphs 40 and 41 will be removed;
 - m) amounts in paragraphs 23 and 24 will be adjusted for inflation; and
 - n) **PART IX – HOUSING FUNDING** shall be removed.

2. If the Effective Date is in fiscal year 2029-2030, this Final Agreement will be modified as follows:
 - a) All the funding in column “2027-28 of the financial table in **Appendix 1: Financial Chart** will be removed. Funding amounts that are described in the Final Agreement as for the Initial Funding Period, seven (7) fiscal years or the Term of the Final Agreement will be consequently reduced and references to seven (7) fiscal years will be shortened to five (5) fiscal years. For greater clarity, funding amounts to be consequently reduced include funding amounts in paragraphs 5, 7, 29, 33, 85, 116 and 194;
 - b) the date of April 1, 2027 will be brought forward by two (2) years in paragraphs 4(aa), 4(ddd), 5 and 18;
 - c) the date of September 30, 2027 will be brought forward by two (2) years in paragraphs 48(d)(iv), 58(b), 58(c), 58(e), 58(h)(ii)(1) and 58(h)(ii)(2);
 - d) the date of March 31, 2028 will be brought forward by two (2) years in paragraph 9(c), 19 and 48(b)(iv)(1);
 - e) the date of April 1, 2028 will be brought forward by two (2) years in paragraphs 48(d)(iv), 58(a)(iv), 58(g)(ii), 58(h)(v) and 59;
 - f) the date of September 20, 2028 will be brought forward two (2) years in paragraph 58(a)(iii) and 58(g)(i);
 - g) fiscal year 2025-2026 will be brought forward to fiscal year 2027-2028 in paragraph 58(a)(i);
 - h) fiscal year 2027-2028 will be brought forward to fiscal year 2029-2030 in paragraphs 23, 24, 27, 40, 41, 48(b)(iv), 48(b)(vi), 54, 58, 58(a)(i), 58(a)(ii), 58(b), 58(c), 58(d), 58(e), 58(f), 58(g), 58(h)(i), 58(h)(ii)(1), 58(h)(ii)(2), 58(h)(iii), 58(h)(iv), 60(b), 60(d) and 194;
 - i) fiscal year 2028-2029 will be brought forward to fiscal year 2030-2031 in paragraph 19;
 - j) the mention of fiscal years 2027-2028 and 2028-2029 in paragraphs 40 and 41 will be removed;
 - k) amounts in paragraphs 23 and 24 will be adjusted for inflation; and
 - l) **PART IX – HOUSING FUNDING** shall be removed.
 - m) Dates related to the Initial Program Assessment in **Appendix 3: Program Assessment Timelines** shall be brought forward by one year.
3. For greater certainty, Canada will not provide retroactive funding in respect of periods before the Effective Date unless expressly stated otherwise in this Final Agreement.

This is **Exhibit “B”** to the Affidavit
of Duncan Farthing-Nichol, affirmed remotely
before me on this 5th day of October, 2026.



A Commissioner, etc.

Shireen Sultan Adatia

Licensed Paralegal

LSO No.: P14203

**NATIONAL FRAMEWORK FOR REFORM OF THE FIRST NATIONS CHILD AND
FAMILY SERVICES PROGRAM**

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INTRODUCTION

Canada recognizes 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.

Canada recognizes 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.

Canada designed and implemented the 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.

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.

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

This National Framework for Reform of the FNCFS Program (“**National Framework**”) is intended to be implemented in Yukon and in all provinces except for Ontario. This National Framework incorporates all Regional FNCFS Program Reform Agreements concluded and that may be concluded, and outlines the main reform elements which may be varied in these agreements. For example, regional FNCFS Program Reform Agreements may supplement or vary this National Framework’s principles, approach to the allocation of funding between First Nations and FNCFS agencies, governance mechanism, Regional Program Assessment process, performance measurement framework, data collection and analysis framework, and accountability measures between First Nations and FNCFS service providers.

The reforms contained in the National Framework 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.

The reforms contained in the National Framework are informed by research 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.

While the reforms are formulated to be flexible to ensure that discrimination will 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.

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.

Canada has committed to fund the Reformed FNCFS Program for a period of seven (7) fiscal years commencing April 1, 2027, and ending March 31, 2034.

PART I – PURPOSE

1. This National Framework 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 prevent its recurrence. This National Framework details the reforms to be made by Canada.

PART II – PRINCIPLES

2. The principles guiding the Reformed FNCFS Program to be implemented under this National Framework 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 provincial and Yukon governments to the First Nation governments they serve; and
- (n) guidance from First Nations-led and/or endorsed evidence.

PART III – DEFINITIONS

3. The following definitions apply to this National Framework:

- (a) **“adjusted for inflation”** has the meaning as set out in paragraph 36.
- (b) **“Arbitration Process”** means the process by which Reform Implementation Disputes or Claimant Disputes are arbitrated, as the case may be, as set out in sections 4 and 5 of the National FNCFS Arbitration Board Policy in Appendix 11: National FNCFS Arbitration Board Policy.
- (c) **“Baseline Funding”** means the funding component described in paragraphs 18.
- (d) **“Canada”** means His Majesty the King in Right of Canada, as represented by the Minister of Indigenous Services.
- (e) **“Claimant Dispute”** has the meaning set out in section 2.2.2. of the National FNCFS Arbitration Board Policy in Appendix 11: National FNCFS Arbitration Board Policy.
- (f) **“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.
- (g) **“days”** means calendar days.
- (h) **“Departmental Results Framework”** means the framework for each federal government department which tracks expected results and indicators related to departmental core responsibilities.
- (i) **“Departmental Results Report”** means the annual report that provides detail on results achieved against a federal government department’s plans, priorities, and expected results.
- (j) **“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.
- (k) **“Dispute”** means a Reform Implementation Dispute or a Claimant Dispute, as described in section 2.2. of the National FNCFS Arbitration Board Policy in Appendix 11: National FNCFS Arbitration Board Policy.

- (l) **“Effective Date”** means the latest of the following dates should they occur:
- (i) sixty (60) 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 Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec, Saskatchewan and Yukon save for those proceedings related to Jordan’s Principle, and that the terms of this National Framework satisfy the Tribunal’s order in 2016 CHRT 2 that Canada cease its discrimination relating to the FNCFS Program in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec, Saskatchewan and Yukon and reform it to reflect the findings in 2016 CHRT 2, and satisfy and supersede all interim remedial orders related to the discrimination found by the Tribunal in relation to the FNCFS Program and federal-provincial and federal-territorial agreements in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec, Saskatchewan and Yukon; 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 (31) days after such stay application is denied; or
 - (iii) in the event a stay is granted, a date thirty-one (31) days after the judicial review application is dismissed.
- (m) **“First Nation”** means a “band” as defined in subsection 2(1) of the *Indian Act*, RSC, 1985, C I-5, as amended, located in Yukon or in any province except Ontario, and which is delivering services and receives funding under the Reformed FNCFS Program.

- (n) **“First Nations Information Governance Centre”** means the national not-for-profit corporation working in the field of First Nations data sovereignty.
- (o) **“First Nation 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.
- (p) **“First Nation Representative Services”** means the services delivered by a First Nation Representative.
- (q) **“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.
- (r) **“FNCFS”** means First Nations child and family services.
- (s) **“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.
- (t) **“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) – FNCFS Funding Mechanism.
- (u) **“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.
- (v) **“FNCFS Regional Table”** means a governance body established in a Province or Yukon to oversee the implementation of the Reformed

FNCFS Program in relation to First Nations and FNCFS Service Providers that are not subject to a Regional FNCFS Program Reform Agreement, as further described in Part XIV (B) – FNCFS Regional Tables.

- (w) **“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, provincial and Yukon governments are not FNCFS Service Providers.
- (x) **“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.
- (y) **“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.
- (z) **“Initial Funding Period”** means the period beginning on April 1, 2027, and ending on March 31, 2031.
- (aa) **“ISC”** means Indigenous Services Canada and any successor department thereto.
- (bb) **“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 to 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.
- (cc) **“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.
- (dd) **“National FNCFS Arbitration Board”** is the entity consisting of the President and Arbitrators as assigned individually or in panels to hear Disputes referred to in section 2.2. of the National FNCFS Arbitration Board Policy in Appendix 11: National FNCFS Arbitration Board Policy.
- (ee) **“National Framework”** means this *National Framework for Long-Term Reform of the First Nations Child and Family Services Program*, filed with the Tribunal on December 22, 2025, under the complaint with the Tribunal bearing file number T1340/7008, as updated on October 5, 2026, which includes any Regional FNCFS Program Reform Agreements.
- (ff) **“National Secretariat”** means the organization selected by ISC to serve as a National Secretariat for data and knowledge translation under the Reformed FNCFS Program.
- (gg) **“Non-Agency First Nation”** means a First Nation not affiliated with an FNCFS Agency.
- (hh) **“Province”** means Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec or Saskatchewan.
- (ii) **“provincial government”** means the government of a Province.

- (jj) **“Reform Implementation Dispute”** has the meaning set out in section 2.2.1. of the National FNCFS Arbitration Board Policy in Appendix 11: National FNCFS Arbitration Board Policy.
- (kk) **“Reformed FNCFS Funding Approach”** means the multi-year funding structure in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec, Saskatchewan and Yukon 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.
- (ll) **“Reformed FNCFS Program”** means the FNCFS Program in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec, Saskatchewan and Yukon upon and after the implementation of the Reformed FNCFS Funding Approach.
- (mm) **“Regional or Sub-Regional Organization”** means an organization that is not a party to a Regional FNCFS Program Reform Agreement and that is mandated by First Nations in a region or sub-region to protect and promote the interests of First Nations as they relate to the implementation and delivery of the Reformed FNCFS Program.
- (nn) **“Regional Data and Knowledge Translation Hub”** means a branch of the National Secretariat established to support data and knowledge translation in a Province or in Yukon under the Reformed FNCFS Program.
- (oo) **“Regional Data Secretariat”** means any initiative created or mandated under a Regional FNCFS Program Reform Agreement whose purpose focuses on the collection and analysis of data under the Reformed FNCFS Program in the region or sub-region covered by that agreement.

- (pp) **“Regional FNCFS Program Reform Agreements”** means the *Final Agreement on Long-Term Reform of The First Nations Child And Family Services Program for Saskatoon Tribal Council Health and Family Services Inc. and Saskatoon Tribal Council First Nations* and any additional regional or sub-regional agreements pertaining to long-term reform of the FNCFS Program concluded based on this National Framework, with the exception of the *Final Agreement on Long-Term Reform of the FNCFS Program in Ontario*.
- (qq) **“Regional Program Assessments”** means the process outlined in PART XV – REFORMED FNCFS REGIONAL PROGRAM ASSESSMENTS or in any Regional FNCFS Program Reform Agreement, PART XV – Reformed FNCFS Regional Program Assessments and includes the Initial Regional Program Assessments and Second Regional Program Assessments.
- (rr) **“Regional Program Assessment Opinions”** has the meaning given to such term in paragraphs 134 and 135 of this National Framework or in any Regional FNCFS Program Reform Agreement, and includes the Initial Program Assessment Opinion and the Second Program Assessment Opinion.
- (ss) **“Regional Program Assessment Organizations”** means the organizations selected by the National Secretariat, with advice from the FNCFS Regional Tables, to conduct the Regional Program Assessments outlined in PART XV – REFORMED FNCFS REGIONAL PROGRAM ASSESSMENTS, or the organization selected by any Regional Reform Implementation Committee to conduct a Regional Program Assessment pursuant to any Regional FNCFS Program Reform Agreement.
- (tt) **“Regional Program Assessment Reports”** means the reports outlined in PART XV – REFORMED FNCFS REGIONAL PROGRAM ASSESSMENTS or in any Regional FNCFS Program Reform Agreement.

- (uu) “**Regional Reform Implementation Committee**” means any regional governance body established or mandated under a Regional FNCFS Program Reform Agreement to oversee the implementation of the Reformed FNCFS Program in the region or sub-region covered by that agreement.
- (vv) “**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.
- (ww) “**RQAF**” means the Remoteness Quotient Adjustment Factor methodology, being the result of a statistical regression model, 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.
- (xx) “**Second Funding Period**” means the period following the Initial Funding Period, beginning on April 1, 2031, and ending on March 31, 2034.
- (yy) “**Service Provider Funding Adjustment Request**” means a request made by a First Nation or FNCFS Service Provider to ISC in accordance with paragraphs 141 and 142 or the concordant paragraphs contained in any Regional FNCFS Program FNCFS Program Agreement.
- (zz) “**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.

(aaa)“**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.

(bbb)“**Term**” means the period beginning on April 1, 2027, and ending on March 31, 2034.

(ccc)“**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.

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

PART IV – FUNDING COMMITMENT

4. Canada shall provide funding in the amount of \$27 billion for the Reformed FNCFS Program for a period of seven fiscal years commencing April 1, 2027, and ending March 31, 2034, and for the housing commitment set out in PART IX – HOUSING FUNDING.
5. The funding under this National Framework is conditional on the Effective Date occurring within fiscal year 2027-2028. If the Effective Date does not occur within fiscal year 2027-2028, the provisions of this National Framework shall be modified as described in Appendix 11: National FNCFS Arbitration Board Policy.

A. Initial Funding Period (April 1, 2027, to March 31, 2031)

6. Of the total amount set out at paragraph 4, Canada shall provide \$15.6 billion to support the implementation of the Reformed FNCFS Program for the Initial Funding Period and the housing commitment set out in PART IX – HOUSING FUNDING.

7. 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 11: National FNCFS Arbitration Board Policy.
8. The funding provided by Canada for the Reformed FNCFS Program during the Initial Funding Period shall be limited to the amount set out in paragraph 6, except where that amount is insufficient to:
 - (a) fund approved Service Provider Funding Adjustment Requests, or any decisions of the National FNCFS Arbitration Board or any successor legislated body 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) – Methodology;
 - (c) fund certain activities at their actual costs until March 31, 2028, as specified in paragraphs 50(a), 50(f) and 50(g);
 - (d) fund the reasonable start-up costs of new FNCFS Agencies, as specified at paragraph 62;
 - (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.
9. The amount identified in paragraph 6 consists of funding to support:
 - (a) the Reformed FNCFS Funding Approach;
 - (b) the National Secretariat and its Regional Data and Knowledge Translation Hubs, and any Regional Data Secretariats or other data functions supported under Regional FNCFS Program Reform Agreements;
 - (c) the participation of the members of the FNCFS Regional Tables and of the Regional Reform Implementation Committees, and

engagement with and support to First Nations and FNCFS Service Providers in the implementation of the Reformed FNCFS Program;

- (d) the establishment, operation, and administration of the Arbitration Process (or any future legislated dispute resolution process) and other costs as provided for in this National Framework for the Arbitration Process, including, but not limited to, costs related to translation and duty counsel; and
- (e) the housing commitment set out in PART IX – HOUSING FUNDING.

B. Second Funding Period (April 1, 2031, to March 31, 2034)

- 10. 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 2030-2031, inclusive of funding provided in that fiscal year for approved Service Provider Funding Adjustment Requests and subject to any upward adjustments accepted by Canada further to the Initial Regional Program Assessments.
- 11. For clarity, Canada shall provide additional funding as necessary where the amount set out in paragraph 10 is insufficient to:
 - (a) fund approved Service Provider Funding Adjustment Requests, or any decisions of the National FNCFS Arbitration Board or any successor legislated body in relation thereto, subject to judicial review and any appeals thereof;
 - (b) fund the reasonable start-up costs of new FNCFS Agencies, as specified at paragraph 62;
 - (c) fund First Nations that become eligible under the Reformed FNCFS Program; and
 - (d) reimburse provincial and Yukon governments for child and family services expenditures under federal-provincial and federal-Yukon agreements.
- 12. Canada recognizes that additional investments over and above the funding commitment in paragraph 10 may be required in order to maintain long-term

reform of the Reformed FNCFS Program as outlined in this National Framework, informed by measures including but not limited to, the program assessment process, Service Provider Funding Adjustment Requests, and any future First Nations-authorized research.

C. Terms Applicable to Both Funding Periods

13. Canada shall not apply any amount identified in paragraphs 4 and 6 to its own departmental expenses of any kind. 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 National Framework.
14. For greater clarity, such departmental expenses include expenses for:
 - (a) Administrative support for the FNCFS Regional Tables and the Regional Reform Implementation Committees;
 - (b) The contracts for the Program Assessment Organizations; and
 - (c) Legal fees of the parties to any Regional FNCFS Program Reform Agreement, claimed as provided in the relevant agreement.
15. Canada shall not reallocate any of the amounts identified in paragraphs 4 and 6 to any purposes beyond those provided for under the terms of this National Framework, 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, 2027, and ending on March 31, 2031, 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 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 2028-2029, expenditures that were funded directly by ISC and incurred 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, adjusted for inflation and population growth between March 31, 2023, and March 31, 2028. In years subsequent to fiscal year 2028-2029, Baseline Funding for FNCFS Agencies shall be upwardly adjusted for inflation and population growth and will not be 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 34 and Appendix 8: Remoteness Quotient Adjustment Factor Methodology 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 75 and Appendix 1: Performance Measurement Indicators and Outcomes Chart, 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 34 and Appendix 8: Remoteness Quotient Adjustment Factor Methodology 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 34 and Appendix 8: Remoteness Quotient Adjustment Factor Methodology to account for the increased costs of delivering services in remote communities.

Household Supports Funding

22. Funding for household supports shall be \$22.5 million in fiscal year 2027-2028, subject to paragraph 50(c). In subsequent years, funding for household supports shall be \$22.5 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 34 and Appendix 8: Remoteness Quotient Adjustment Factor Methodology to account for the increased costs of delivering services in remote communities.

Prevention Funding

23. Total funding for prevention services in fiscal year 2027-2028 shall be calculated by multiplying the amount of \$2,762.90 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 38, 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 34 and Appendix 8: Remoteness Quotient Adjustment Factor Methodology to account for the increased costs of delivering services in remote communities.
24. The prevention funding attributable to an individual First Nation shall be calculated by multiplying its population as set out in paragraph 38 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 provincial or Yukon government or a child welfare agency. The roles and responsibilities of First Nation Representatives are defined by the First Nation, considering the unique needs of its citizens and the duties of such representatives as provided for in applicable provincial, territorial, and federal child welfare legislation. First Nations Representative Services funding is intended to:
 - (a) support the cultural needs of First Nations children, youth, and families;
 - (b) support connecting First Nations children, youth, and families with the lands, languages, cultures, practices, customs, traditions, ceremonies and knowledge of their First Nation and helping families access supports;
 - (c) support repatriation of children to their communities; and

- (d) ensure that the rights of First Nations children and youth and the rights of First Nations are respected in the child and family services system.
- 26. Total funding for First Nation Representative Services in fiscal year 2027-2028 shall be calculated by multiplying the amount of \$416.00 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 38, 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 34 and Appendix 8: Remoteness Quotient Adjustment Factor Methodology to account for the increased costs of delivering services in remote communities.
- 27. The First Nation Representative Services funding attributable to an individual First Nation shall be calculated by multiplying its population as set out in paragraph 38 by the per capita amount for the applicable fiscal year.

FNCFS Capital Funding

- 28. In the Initial Funding Period, ISC shall provide up to \$1,359.8 million 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 design, 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

- 29. In the Initial Funding Period, ISC shall provide \$802.8 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, subject to any increases for fiscal years 2029-2030 and 2030-2031 due to the application of any inflation adjustment adopted pursuant to paragraph 37. The amount of \$802.8 million includes an amount for inflation in fiscal year

2028-2029 and the amount for that fiscal year shall not be further adjusted for inflation.

30. 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 a Province or Yukon at the time they were taken into care, regardless of where they were placed in care;
 - (b) are now ordinarily resident on reserve in a Province or Yukon; or
 - (c) are taking active steps to reside on reserve in a Province or Yukon.
31. Recipients are eligible up to their 26th birthday or to the applicable age prescribed by the legislation of the Province or Yukon in which the recipient ordinarily resides, whichever is greater.
32. 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.
33. Starting in fiscal year 2028-2029, the amount in paragraph 29 shall be upwardly adjusted in the manner set out in paragraph 34 and Appendix 8: Remoteness Quotient Adjustment Factor Methodology to account for the increased costs of delivering services in remote communities.

Remoteness Adjustment Funding

34. 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 8: Remoteness Quotient Adjustment Factor Methodology.

Insurance Premiums

35. 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

36. For fiscal years 2027-2028 and 2028-2029, the components of the Reformed FNCFS Funding Approach which are to be adjusted for inflation shall be upwardly adjusted 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.
37. For fiscal years 2029-2030 and 2030-2031, Canada shall, following engagement with FNCFS Regional Tables and any Regional Reform Implementation Committee, determine whether and the manner in which the components of the Reformed FNCFS Funding Approach which are to be adjusted for inflation shall be adjusted. 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.

Population

38. For fiscal years 2027-2028 and 2028-2029, with respect to the components of the Reformed FNCFS Funding Approach which 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 as recorded in the Indian Registration System, as of September

30th of the year preceding the year in respect to which the population adjustment shall apply.

- (a) 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 shall 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.
 - (b) For the purpose of an FNCFS Agency, population shall be the sum of the populations of the First Nations to which it is affiliated.
 - (c) 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.
 - (d) The approach to calculating population described herein may vary where a First Nation has a self-government agreement or a modern treaty.
39. For fiscal years 2029-2030 and 2030-2031, with respect to the components of the Reformed FNCFS Funding Approach which are to be adjusted for population or to be calculated on a per capita basis, Canada shall, following engagement with FNCFS Regional Tables and any Regional Reform Implementation Committee, determine the manner in which the population of a First Nation will be ascertained. In making that determination, Canada shall consider the availability and reliability of population data other than the data in the Indian Registration System.

B. Allocation

40. Under the Reformed FNCFS Funding Approach, but subject to variations that may be provided in Regional FNCFS Program Reform Agreements, 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 subparagraph 18(b), 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 61.

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

- (b) Top-up funding:
 - (i) ISC shall allocate all information technology funding to First Nations.
 - (ii) ISC shall allocate all results funding to First Nations.
 - (iii) ISC shall allocate 50% of the emergency funding to First Nations and 50% to FNCFS Agencies. For Non-Agency First Nations, the allocation of emergency funding is described in subparagraph 58(b).
 - (iv) For First Nations 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. In fiscal year 2027-2028, ISC will:
 - a. Determine the funding for information technology, results, and emergency associated with the FNCFS Agency by applying the percentages in paragraphs 19, 20 and 21 to the FNCFS Agency's expenditures that were funded directly by ISC and incurred by the FNCFS Agency for

operations and maintenance in fiscal year 2022-2023, including actual expenditures for intake and investigations, legal fees, building repairs, and child service purchase, adjusted for inflation and population growth between March 31, 2023, and March 31, 2028; 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 Non-Agency First Nations, the calculation of information technology, results, and emergency funding is described in paragraph 59.
- (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 38, by the percentage of its population below the Low-Income Measure-After Tax (LIM-AT), such percentage being drawn from 2021 Census data. For First Nations that are missing Census data, ISC shall impute the percentage from a nearby First Nation for whom data is available;
 - (ii) Divide (i) by the total population of all First Nations eligible to receive funding under the Reformed FNCFS Program below the LIM-AT;
 - (iii) Multiply (ii) by the total annual funding for household supports.
- (d) Prevention funding:
 - (i) As of 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, 2027 will be the earliest date on which ISC shall implement a First Nation's direction. A First Nation's direction will be implemented on October 1, 2027 if the Effective Date has occurred by April 1, 2027 and ISC has received a First Nation's written notice by April 1, 2027. A First Nation's direction implemented on October 1, 2027 shall apply to prevention funding for the second half of fiscal year 2027-2028 and shall 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, 2027, ISC shall 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 2026-2027 shall continue to apply.
 - (v) For Non-Agency First Nations, the allocation of prevention funding is described in paragraph 58(a).
- (e) FNCFS capital funding:
- (i) ISC shall administer the capital funding committed in this National Framework to support the delivery of the Reformed FNCFS Program's funded services and activities based on proposals for projects, as detailed in Appendix 9: Funding and Administration of Capital Commitments. First Nations and FNCFS Service Providers will be eligible to seek capital funding

for projects. Such projects shall 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 93, or another planning document specified by ISC.

- (ii) ISC shall 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 28 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 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 location. ISC shall fund 100% of the operation and maintenance costs produced by the formula.

(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, determined as set out in paragraph 38. 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 nationally (excluding Ontario), 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;

- c. Multiply (1) by 1 + (b);
 - d. Divide (c) by the sum of (c) for all First Nations in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec, Saskatchewan and Yukon eligible to receive funding under the Reformed FNCFS Program;
 - e. Multiply \$75,000, adjusted for inflation, by the number of First Nations in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec, Saskatchewan and Yukon 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 (e);
 - g. Add \$75,000, adjusted for inflation, to (f).
- (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

41. 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 3: First Nations Planning Template.

42. First Nations shall be required to provide such a plan for the period ending March 31, 2031, and will provide annual updates, as necessary.

D. Discussions on regional or sub-regional modifications

43. Canada recognizes 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. Canada may enter into such discussions, 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

44. 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.
45. 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 National Framework, emphasizes the First Nation's or FNCFS Service Provider's participation, as well as limits administrative and procedural barriers to the First Nation or FNCFS Service Provider in transitioning to the FNCFS Funding Mechanism.
46. The FNCFS Funding Mechanism shall 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 2026-2027 or prior fiscal years, Canada shall, upon acceptance of the First Nation's or FNCFS Service Provider's unexpended funding plan, amend their funding agreements to allow for the expenditure of unexpended funding in fiscal year 2027-2028 and future fiscal years within the Term.

47. Notwithstanding paragraph 46, FNCFS Agencies shall not be permitted to re-allocate funds from prevention funding to protection, except to fund least disruptive measures.
48. In its funding agreements with First Nations and FNCFS Service Providers, ISC shall enable the transfer of funding provided pursuant to this National Framework 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 National Framework. 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 79.
49. Any transfer of funding by a First Nation or FNCFS Service Provider pursuant to paragraph 48 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, 2027 to March 31, 2028

50. For fiscal year 2027-2028, ISC shall implement the Reformed FNCFS Funding Approach as follows:
 - (a) Operations and maintenance funding:

- (i) At the beginning of the fiscal year, FNCFS Agencies shall receive a funding allocation for operations and maintenance.
 - (ii) FNCFS Agencies shall continue to have access to actuals for maintenance, intake and investigations, legal fees, building repairs, child service purchase and small agency costs for fiscal year 2027-2028.
 - (iii) The deadline for the submission of all claims related to fiscal year 2027-2028 operations and maintenance expenditures is September 20, 2028.
 - (iv) Commencing on April 1, 2028, FNCFS Agencies' access to the reimbursement of their actual costs for maintenance, intake and investigations, legal fees, building repairs, child service purchase and small agency costs shall cease. ISC shall instead provide Baseline Funding, calculated as set out in paragraph 18(b).
- (b) Top-up funding for information technology, results, and emergency: For fiscal year 2027-2028, ISC shall allocate this funding following the Effective Date. If the Effective Date occurs by September 30, 2027, ISC shall allocate fiscal year 2027-2028's total funding for information technology, results and emergency. If the Effective Date occurs within fiscal year 2027-2028 and after September 30, 2027, funding shall be prorated for six months of fiscal year 2027-2028.
- (c) Household supports funding: For fiscal year 2027-2028, ISC shall allocate this funding following the Effective Date. If the Effective Date occurs by September 30, 2027, ISC shall allocate fiscal year 2027-2028's total funding for household supports. If the Effective Date occurs within fiscal year 2027-2028 and after September 30, 2027, funding shall be prorated for six months of fiscal year 2027-2028.
- (d) Prevention funding: For fiscal year 2027-2028, ISC shall provide prevention funding in accordance with the approach described in paragraphs 23 and 24.

- (e) First Nation Representative Services funding: For fiscal year 2027-2028, ISC shall allocate First Nation Representative Services funding in accordance with the approach described in paragraphs 26 and 27. If the Effective Date occurs by September 30, 2027, ISC shall allocate fiscal year 2027-2028's total funding for First Nation Representative Services. If the Effective Date occurs within fiscal year 2027-2028 and after September 30, 2027, the difference between the funding for First Nation Representative Services provided prior to this National Framework coming into effect and the funding provided for First Nation Representative Services under this National Framework will be prorated to six months of fiscal year 2027-2028.
- (f) Capital funding:
- (i) For fiscal year 2027-2028, 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 40(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 28. Appendix 9: Funding and Administration of Capital Commitments sets out additional details on which approval process shall 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 2027-2028, 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 2027-2028 post-majority support services expenditures is September 20, 2028.
- (ii) Commencing on April 1, 2028, 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 40(f).

(h) Remoteness adjustment funding:

- (i) For fiscal year 2027-2028, until the Effective Date, ISC shall allocate remoteness adjustment funding with respect to First Nation Representative Services funding and prevention funding in accordance with the approach determined prior to the coming into effect of this National Framework.
- (ii) Following the Effective Date, ISC shall provide remoteness adjustment funding for fiscal year 2027-2028 with respect to First Nation Representative Services and prevention funding in accordance with paragraph 34, subject to the following:
 - a. If the Effective Date occurs by September 30, 2027, ISC shall provide remoteness adjustment funding in accordance with paragraph 34 in relation to total funding for prevention and First Nation Representative Services in fiscal year 2027-2028, minus remoteness adjustment funding already provided in relation to funding for prevention and First Nation Representative Services for fiscal year 2027-2028.
 - b. If the Effective Date occurs within fiscal year 2027-2028 and after September 30, 2027, ISC shall provide

remoteness funding in accordance with paragraph 34 in relation to funding for prevention and First Nation Representative Services provided for the last six months of fiscal year 2027-2028, minus half of the remoteness adjustment funding already provided in relation to funding for prevention and First Nation Representative Services for fiscal year 2027-2028.

- (iii) Following the Effective Date, ISC shall provide remoteness adjustment funding for fiscal year 2027-2028 with respect to results, information technology, emergency, and household supports funding in accordance with paragraph 34 on the amounts to be provided pursuant to subparagraph 50(b).
- (iv) ISC shall not provide remoteness adjustment funding for fiscal year 2027-2028 with respect to post-majority support services funding.
- (v) Commencing on April 1, 2028, ISC shall apply the remoteness adjustment to all funding components that are to be adjusted for remoteness in Part V (A) – Methodology.

From April 1, 2028 Onward

51. As of April 1, 2028, 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

52. 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 paragraph 93 to 95 and the First Nations plan as outlined at paragraph 41;

- (b) the changes to the funding agreement as between ISC and First Nations and FNCFS Service Providers commencing in fiscal year 2027-2028, as provided for in Appendix 5: Reformed FNCFS Program Schedules for Contribution Funding Agreements;
- (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 2027-2028.

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

- 53. 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 federal-provincial and federal-Yukon agreements adhere to the principles in PART II – PRINCIPLES of this National Framework and any additional principles that may be provided in any relevant Regional FNCFS Program Reform Agreement as well as adhere to applicable federal, provincial, or Yukon legislation.
- 54. 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.
- 55. ISC shall make best efforts to work collaboratively with Non-Agency First Nations and provincial and Yukon governments to ensure that governance and accountability provisions consistent with this National Framework and with any relevant Regional FNCFS Program Reform Agreement are included within the federal-provincial and federal-Yukon agreements. Such accountability provisions will 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.

56. In the event that Canada fails to reach agreement with a Province or Yukon, ISC shall refer the matter to the FNCFS Regional Table and the Regional Reform Implementation Committee(s) established in that Province or Yukon for discussion with respect to possible solutions.
57. 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 enter into nation-to-nation agreements regarding their exercise of jurisdiction in relation to child and family services.

H. Funding for Non-Agency First Nations

58. 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 59 to that First Nation; and
 - (c) Allocate all other funding in the same manner as ISC shall use for First Nations affiliated with an FNCFS Agency.
59. ISC shall determine the information technology, results, and emergency funding for Non-Agency First Nations in fiscal year 2027-2028 as follows:
 - (a) Approximate the operations and maintenance funding provided in fiscal year 2026-2027 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 19, 20 and 21 to (b), determine the total funding for information technology, results, and

emergency for Non-Agency First Nations in the Province or Yukon;
and,

- (d) Allocate (c) proportionally among Non-Agency First Nations in the Province or Yukon according to the population of those First Nations.

60. 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.

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

61. 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.

62. 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 provincial or Yukon government, as applicable. ISC shall transfer funding provided by ISC to the First Nation's currently affiliated FNCFS Agency to the new or existing FNCFS Agency to which the First Nation has decided to transition.

63. 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

64. ISC shall continue to administer the Reformed FNCFS Program through the Second Funding Period.

65. For the Second 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 2030-2031. Following the Initial Regional Program Assessments, the funding for the Second Funding Period may be upwardly adjusted further to the recommendations adopted by Canada or as ordered by the National FNCFS Arbitration Board, as otherwise subject to judicial review and any appeals thereof as set out in the National FNCFS Arbitration Board Policy.
66. ISC shall seek a mandate for the Second Funding Period in relation to the recommendations contained in the respective Initial Regional Program Assessment Opinions of the FNCFS Regional Tables and Regional Reform Implementation Committees that ISC is prepared to recommend for adoption.
67. 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.
68. In the Second Funding Period, Canada shall provide up to \$1,104.2 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 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.
69. In the Second Funding Period, Canada shall provide \$662.7 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, subject to any increases due to the application of any inflation adjustment adopted for the Second Funding Period following the Initial Program Assessment, and subject to any other upward adjustments adopted or ordered as set out in paragraph 65.

PART VII – THE REFORMED FNCFS FUNDING APPROACH: FOLLOWING THE EXPIRY OF THE TERM OF THIS NATIONAL FRAMEWORK

70. This National Framework expires on March 31, 2034.
71. Canada acknowledges its ongoing obligation to ensure that the discrimination found by the Tribunal has been eliminated and does not recur. Notwithstanding any other provision in this National Framework, including paragraph 155, Canada acknowledges that the Tribunal's injunction-like order at paragraph 481 of 2016 CHRT 2, which requires Canada to cease the discriminatory practices found by the Tribunal, remains in force permanently. For greater certainty, nothing in this National Framework shall be interpreted as replacing, extinguishing, modifying, amending, abrogating, derogating from, or otherwise limiting that order or Canada's ongoing obligations to eliminate the systemic discrimination found by the Tribunal and prevent the same discriminatory practices from recurring.
72. ISC shall engage with the FNCFS Regional Tables and Regional Reform Implementation Committees with respect to their respective recommendations following the Second Regional Program Assessments 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 National Framework.
73. In considering the FNCFS Regional Tables' and Regional Reform Implementation Committees' respective Second Regional Program Assessment Opinions, 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

74. Canada anticipates 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.

75. For the purpose of reporting to Parliament under the Reformed FNCFS Program, ISC shall analyze internal data. ISC shall also require First Nations and FNCFS Service Providers to report on indicators. As a starting point, the indicators in Appendix 1: Performance Measurement Indicators and Outcomes Chart shall be used for the performance measurement of the Reformed FNCFS Program.
76. 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.
77. 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

78. In fiscal years 2023-2024, 2024-2025, 2025-2026 and 2026-2027, Canada provided housing funding to First Nations across Canada for the purpose set out in paragraph 79.

79. Canada shall provide funding in the amount of \$386.2 million in fiscal year 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.
80. To determine the amount of housing funding to which an individual First Nation is entitled in 2027-2028, ISC shall:
- (a) Identify the population of the First Nation (on reserve or in Yukon) as indicated in the Indian Registration System as of December 31, 2023;
 - (b) Multiply the First Nation's population identified in (a) by:
 - (i) One (1) plus the First Nation's 2021 Index of Remoteness score; and by
 - (ii) One (1) plus the percentage of the First Nation's population living in an overcrowded dwelling, drawn from Census 2021 data. For First Nations that are missing Census data, ISC shall impute the percentage living in an overcrowded dwelling from a nearby First Nation for whom data is available;
 - (c) Divide (b) by the total population of First Nations eligible for housing funding as adjusted by the factors in (b);
 - (d) Subtract \$250,000 multiplied by the total number of First Nations eligible for housing funding from \$1.44 billion (the total housing funding provided by Canada to First Nations for the purpose set out in paragraph 79 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 years 2024-2025, 2025-2026 and 2026-2027 for the purpose set out in paragraph 79.

81. 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.
82. First Nations shall report to ISC on the housing funding through established data collection tools, modified to reflect the purpose of this funding.

PART X – NATIONAL SECRETARIAT AND REGIONAL DATA AND KNOWLEDGE TRANSLATION HUBS

83. ISC shall provide funding to support the National Secretariat and its Regional Data and Knowledge Translation Hubs and funding to support any Regional Data Secretariat established under any Regional FNCFS Program Reform Agreement.
84. With feedback from FNCFS Regional Tables, ISC shall select an organization to serve as a National Secretariat. The intended purpose of the National Secretariat is to support continuous improvement in program outcomes by:
 - (a) measuring and reporting standardized outcomes and data at least annually at the provincial/Yukon and national levels of analysis;
 - (b) establishing and maintaining national and regional minimum data sets;
 - (c) developing and maintaining a national data dictionary;
 - (d) coordinating and supporting data collection, accumulation, analysis, and research efforts with respect to measurement, implications, and associated costs of remoteness;
 - (e) monitoring and improving data quality;
 - (f) identifying and promoting best practices; and
 - (g) facilitating knowledge sharing among First Nations and service providers.

85. In collaboration with the relevant FNCFS Regional Table, the National Secretariat may establish a Regional Data and Knowledge Translation Hub in each Province and Yukon.
86. The intended purpose of the Regional Data and Knowledge Translation Hubs is to support continuous improvement in program outcomes at the provincial and Yukon levels. The National Secretariat shall define the functions of each Regional Data and Knowledge Translation Hub in collaboration with the relevant FNCFS Regional Table.
87. Any Regional FNCFS Program Reform Agreement may also fund data collection, analysis or other data functions. The level of collaboration between those data functions and the National Secretariat will be determined by the relevant Regional Reform Implementation Committee and the National Secretariat.

Data Inputs and Management

88. The National Secretariat will receive data directly from FNCFS Agencies and ISC, which will include, but is not limited to, the following:
 - (a) FNCFS Agencies may share their child and community wellbeing plans as provided for in paragraph 93 upon consent of the affiliated First Nations; and
 - (b) Subject, if necessary, to conclusion of the information-sharing agreement as described in paragraph 89, ISC shall provide performance data received from provincial and Yukon governments further to federal-provincial or federal-Yukon agreements; Province-specific or Yukon-specific data related to the preparation of ISC's Departmental Results Report and ISC's reporting to Parliament on the indicators described at paragraph 75; and data received from First Nations and/or FNCFS Service Providers in relation to the indicators and outcomes as provided in paragraph 75 and 82.
89. To support the mandate of the National Secretariat in measuring First Nations child and family well-being in a holistic way, ISC may, if necessary, conclude an umbrella information-sharing agreement with the National Secretariat in order to facilitate the access to and sharing of the data

described in paragraph 88(b). The departmental data available to be shared would include data in relation to all the service areas as identified in the ISC Departmental Results Framework, which is publicly available. Subject to federal, provincial, and regional laws and regulations, including privacy laws, ISC and the National Secretariat and its Regional Data and Knowledge Translation Hubs may seek to include access to individual-level data from the Indian Registration System in the information-sharing agreement.

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

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

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

Planning

93. Accountability of FNCFS Agencies to the First Nations they serve is one of the principles of this National Framework. To uphold this principle, and through its funding agreements with FNCFS Agencies under the Reformed FNCFS Program, subject to any variations provided under any Regional FNCFS Program Reform Agreement, ISC shall require FNCFS Agencies to co-develop a single child and community well-being plan with its affiliated First Nation(s). The plan shall be submitted no later than six months following the Effective Date, and extend until March 31, 2031, subject to annual updates, as necessary.
94. 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.
95. A child and community well-being plan developed by an FNCFS Agency, in consultation with their affiliated First Nations, shall 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 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 the First Nation;
 - (d) risk management strategies;
 - (e) provisions for regular reporting by the FNCFS Agency to the First Nation which shall include annual numbers of youth who are eligible for or will become eligible for post-majority services funding;

- (f) mechanisms to facilitate the sharing of information, to assist First Nations in the delivery of services under the Reformed FNCFS Program;
 - (g) provisions that recognize and respect First Nations' delivery of First Nation Representative Services and post-majority support services;
 - (h) an integrated approach to the delivery of prevention services as between the FNCFS Agency and their affiliated First Nations, which delineates their respective roles and ensures support to families and their communities in the provision of holistic wrap-around services; and
 - (i) consideration for the supporting and complementary roles of the FNCFS Agency and their affiliated First Nations in the delivery of services under the Reformed FNCFS Program.
96. 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.
97. 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

98. 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 Appendix 1: Performance Measurement Indicators and Outcomes Chart.

99. In addition to this mandatory data collection, FNCFS Regional Tables and Regional Reform Implementation Committees may work on developing additional regional indicators to enhance performance measurement at the regional level.

ISC Reporting on Compliance

100. 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.
101. ISC's funding agreements shall also allow ISC to report to the relevant FNCFS Regional Table(s) or the relevant Regional Reform Implementation Committee(s) on an FNCFS Agency's compliance with its funding agreements.

Agency Accountability Under Regional FNCFS Program Reform Agreements

102. Regional FNCFS Program Reform Agreements may provide for variations of the framework outlined in this Part with respect to agency accountability to First Nations under the Reformed FNCFS Program.

PART XIV – GOVERNANCE OF THE REFORMED FNCFS PROGRAM

A. Governance under Regional FNCFS Program Reform Agreements

103. Each Regional FNCFS Program Reform Agreement shall establish a Regional Reform Implementation Committee to oversee and monitor the implementation of the Reformed FNCFS Program in the region or sub-region covered by that agreement. Regional Reform Implementation Committees shall have, at minimum, the same powers and the same limitations as FNCFS Regional Tables, as set out in Part XIV (B) – FNCFS Regional Tables.

B. FNCFS Regional Tables

104. ISC shall engage with Regional and Sub-Regional Organizations in each Province and Yukon to support the establishment of a FNCFS Regional Table to oversee and monitor the implementation of the Reformed FNCFS Program in that Province or Yukon with respect to First Nations and FNCFS Service Providers not subject to a Regional FNCFS Program Reform Agreement. Such oversight and monitoring shall consider all reviews and processes established by this National Framework, including the Regional Part XV – Regional FNCFS Program Assessments, to inform each FNCFS Regional Table’s recommendations to Canada with respect to changes to the Reformed FNCFS Program in its Province or in Yukon.
105. Each FNCFS Regional Table can at any time make recommendations in relation to the implementation of the Reformed FNCFS Program in its Province or in Yukon, except regarding discipline or removal of ISC employees or officers. The Arbitration Process under the National FNCFS Arbitration Board Policy in Appendix 11: National FNCFS Arbitration Board Policy shall not be available with respect to any recommendations of a FNCFS Regional Table requiring amendment to this National Framework or significant structural change to the Reformed FNCFS Program, except where such recommendations are made by way of the FNCFS Regional Table’s Initial Regional Program Assessment Opinion further to the requirements of section 2.3.1.1. of the National FNCFS Arbitration Board Policy in Appendix 11: National FNCFS Arbitration Board Policy.
106. The FNCFS Regional Table may receive input, recommendations, and/or observations specific to the Reformed FNCFS Program in its Province or Yukon from ISC and from the following entities listed below, and any successors or additional entities endorsed by the FNCFS Regional Table and ISC:
- (a) First Nations and FNCFS Service Providers not subject to a Regional FNCFS Program reform Agreement in its Province or Yukon;
 - (b) Regional or Sub-Regional Organization(s) in its Province or Yukon;
- and

- (c) The National Secretariat and the Regional Data and Knowledge Translation Hub established in that Province or Yukon.
- 107. Each FNCFS Regional Table shall consist of up to eight (8) members.
 - (a) Each Regional or Sub-Regional Organization may appoint one (1) member.
 - (b) ISC shall appoint one (1) member.
 - (c) The members appointed by the Regional and/or Sub-Regional Organization(s) may collectively appoint one (1) youth with lived experience of out-of-home care as a member and one (1) elder as a member.
 - (d) In the event that more than five (5) Regional and/or Sub-Regional Organizations in a given Province or in Yukon notify ISC of their intent to appoint a member, ISC shall engage with these Regional and/or Sub-Regional Organizations to discuss the composition of the FNCFS Regional Table in that Province or Yukon.
- 108. The FNCFS Regional Table shall operate in accordance with the Terms of Reference attached to this National Framework as Appendix 6: Regional FNCFS Tables Terms of Reference Template, as may be updated on consent of the FNCFS Regional Table and ISC.
- 109. The responsibilities of the FNCFS Regional Table are detailed in the Terms of Reference attached to this National Framework as Appendix 6: Regional FNCFS Tables Terms of Reference Template and include the following responsibilities:
 - (a) Overseeing and monitoring the implementation of the Reformed FNCFS Funding Approach and recommending adjustments to the Reformed FNCFS Program within the relevant Province or Yukon to ISC;
 - (b) Supporting the oversight of the Regional Program Assessment Organization and preparation of the Regional Program Assessment Opinions and executive summaries for the public;

- (c) Discussing possible solutions in the event that Canada fails to reach agreement with the relevant Province or Yukon on governance and accountability provisions within the relevant federal-provincial or federal-Yukon agreement;
 - (d) Receiving reports from ISC, the National Secretariat and the relevant Regional Data and Knowledge Translation Hub in relation to the implementation and efficacy of the Reformed FNCFS Program within the relevant Province or Yukon; and
 - (e) Publishing an annual report on the progress of the implementation of this National Framework within the relevant Province or Yukon to be made available to the public, which will be provided in advance to ISC prior to being released to the public.
110. Canada shall pay reasonable insurance costs for members of the FNCFS Regional Tables in relation to their duties on those tables, and Canada releases and holds harmless the FNCFS Regional Tables and its members 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 oversight of this National Framework, except arising out of or resulting from fraud, and this National Framework shall be a complete defence.
111. Canada shall provide funding to support the reasonable costs, including the reasonable insurance costs, of the participation of members of the FNCFS Regional Tables and members of the Regional Reform Implementation Committees. The members of the FNCFS Regional Tables shall provide reasonably detailed invoicing on a quarterly basis setting out their activities with regard to their participation. Such funding shall include, but not be limited to, funding for experts from whom any FNCFS Regional Table or Regional Reform Implementation Committee may decide to seek input, as well as engagement with youth and elders. ISC shall provide secretariat support for the operation of the FNCFS Regional Tables and the Regional Reform Implementation Committees over the Term.

PART XV – REFORMED FNCFS REGIONAL PROGRAM ASSESSMENTS

A. Overview and Timeline

112. In each Province and Yukon, the Reformed FNCFS Program will be the subject of two sets of Regional Program Assessments.
113. The Regional Program Assessments must be completed by the following deadlines:
 - (a) For the Initial Regional Program Assessments, March 31, 2030; and
 - (b) For the Second Regional Program Assessments, March 31, 2033.
114. A summary of the timelines described in this Part is attached at Appendix 2: Regional Program Assessments Timelines.
115. A Regional FNCFS Program Reform Agreement shall provide for agreement-specific Regional Program Assessments, which may be undertaken according to a process that departs from this Part and shall be detailed in the relevant Regional FNCFS Program Reform Agreement.

B. Purposes and Scope of Regional Program Assessments

116. The purposes of the Regional Program Assessments are:
 - (a) to review, evaluate, and document in reports the extent to which the Reformed FNCFS Program in each Province and Yukon:
 - (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 National Framework;
 - (iii) is effective and advances the outcomes of the Reformed FNCFS Program through analysis of data collected on the indicators detailed in Appendix 1: Performance Measurement Indicators and Outcomes Chart;

- (iv) improves the well-being and advances the best interests of First Nations children, youth, and families; and
 - (b) to provide the FNCFS Regional Table established in each Province and Yukon with reports to consider when formulating its recommendations for program and/or funding changes for the Reformed FNCFS Program in the relevant Province or Yukon in its Regional Program Assessment Opinions.
- 117. In each Province and Yukon, the scope of the Regional Program Assessment shall be consistent with the purposes and principles of this National Framework and shall include review of the Reformed FNCFS Program within the relevant Province or Yukon in relation to First Nations and FNCFS Service Providers not subject to a Regional FNCFS Program Reform Agreement. This shall include, but shall 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 Regional Program Assessment Organizations

- 118. The National Secretariat shall initiate one or more requests for proposals to select and retain Regional Program Assessment Organizations to conduct a Regional Program Assessment in each Province and Yukon.
- 119. Each request for proposals shall include requirements that the Regional Program Assessment Organizations shall observe relevant and applicable ethical standards and, to the extent reasonably possible and consistent with the terms of this National Framework, respect the First Nations principles of Ownership, Control, Access, and Possession® (“OCAP®”) or similar data sovereignty frameworks.
- 120. Considering any recommendations of the FNCFS Regional Tables, the National Secretariat will select organizations from among the bidders that:

- (a) have relevant qualifications and demonstrated experience to perform program evaluations;
 - (b) are independent and free of conflicts of interest; and
 - (c) are capable of meeting the budget and timeline requirements.
- 121. The National Secretariat 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 Regional Program Assessments.
- 122. On selection of successful bidders by the National Secretariat, Canada shall provide funding to the National Secretariat through a contribution agreement for the proposed contract price, provided that the price of the contract is reasonable and acceptable to Canada. The National Secretariat shall then contract with the successful bidders.

D. Oversight of the Regional Program Assessments

- 123. The National Secretariat shall oversee the Regional Program Assessment Organizations and may provide guidance on:
 - (a) the design and methods of the Regional Program Assessments;
 - (b) relevant information, research, reports, and experts; and
 - (c) the participation of First Nations service providers, knowledge holders, and experts in the Regional Program Assessment process.

E. Regional Program Assessments Method and Information Sharing

- 124. In conducting each Regional Program Assessment, the relevant Regional Program Assessment Organization shall solicit and consider input from the following groups:
 - (a) First Nations and FNCFS Service Providers;
 - (b) provincial or Yukon government providing child and family services for Non-Agency First Nations;
 - (c) the National Secretariat;

- (d) other groups identified by the National Secretariat, on the recommendation of the relevant FNCFS Regional Table.

125. The Regional Program Assessment Organizations may also consider:

- (a) First Nations-defined indicators of poverty;
- (b) research by 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;
- (d) the progress of the First Nations Information Governance Centre with respect to the development of the First Nations census and the merit of using that census within the Second Funding Period to estimate the on-reserve population of First Nations; and
- (e) unexpended funds held by First Nations and FNCFS Service Providers.

126. Upon request by a Regional Program Assessment Organization, ISC, the National Secretariat and the relevant FNCFS Regional Table shall provide the Regional 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 applicable Regional Program Assessment.

F. Urgent Circumstances During the Regional Program Assessment Process

127. During the Regional Program Assessment process, the Regional Program Assessment Organizations shall notify the National Secretariat, who will in turn notify the relevant FNCFS Regional Table(s), 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. Regional Program Assessments Reports

128. The Regional Program Assessment Organizations shall deliver the Regional Program Assessments Reports relating to each Province and Yukon to the National Secretariat according to the timelines found at Appendix 2: Regional Program Assessments Timelines.
129. Each Regional 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 Regional Program Assessment design, methodology, and any limitations;
 - (c) where sufficient evidence is available, provide evidence-based recommendations about how Canada can improve the Reformed FNCFS Program and remediate any shortcomings;
 - (d) identify 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 National Framework.
130. The Regional Program Assessment Organizations shall also deliver to the National Secretariat executive summaries of the Regional Program Assessment Reports, which shall include a summary of the recommendations.
131. The National Secretariat shall make the Program Assessment Reports and the executive summaries public.

H. FNCFS Regional Tables' Regional Program Assessment Opinions

132. The National Secretariat shall distribute the relevant Regional Program Assessment Reports to the relevant FNCFS Regional Tables and ISC within

fifteen (15) days of receipt from the Regional Program Assessment Organizations.

133. Members of the FNCFS Regional Tables may provide any comments on the Regional Program Assessment Reports to their respective FNCFS Regional Table within forty-five (45) days of receipt. Each FNCFS Regional Table shall consider all such comments in formulating its recommendations to Canada.
134. Each FNCFS Regional Table shall deliver its Regional Program Assessment Opinions to ISC by the following deadlines:
 - (a) For its Initial Regional Program Assessment Opinion, June 30, 2030; and
 - (b) For its Second Regional Program Assessment Opinion, June 30, 2033.
135. In each Province or Yukon, the FNCFS Regional Table's Regional Program Assessment Opinion shall contain recommendations on the Reformed FNCFS Program that are consistent with the purposes and principles of this National Framework. Such recommendations shall include, but not be limited to, those related to the Regional Program Assessment Reports.
136. In each Province or Yukon, the FNCFS Regional Table's Regional 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 National Framework;
 - (b) informed by and derived from the findings and recommendations in the Initial Regional Program Assessment Report;
 - (c) reasonable and prudent in light of the evidence and the findings of the Regional Program Assessment Opinion; and
 - (d) Specific to the implementation of the Reformed FNCFS Program in relation to the First Nations and FNCFS Service Providers that are

not subject to a Regional FNCFS Program Reform Agreement in the relevant Province or Yukon.

137. Each FNCFS Regional Table shall make its Regional Program Assessment Opinion and executive summaries thereof public, following receipt of Canada's response to the Regional Program Assessment Opinion.

I. Canada's Response to the FNCFS Regional Tables' Regional Program Assessment Opinions

138. Within one-hundred and twenty (120) days of receiving the FNCFS Regional Tables' Regional Program Assessment Opinions, ISC shall:
- (a) review and consider the Regional Program Assessment Reports and the Regional Program Assessment Opinions; and
 - (b) provide the following to each FNCFS Regional Table:
 - (i) written confirmation as to which of the recommendations of the Regional Program Assessment Opinions Canada shall accept and implement;
 - (ii) the timeline and anticipated implementation date for the recommendations of the Regional Program Assessment Opinions accepted by Canada; and
 - (iii) reasonably detailed written reasons in respect of any recommendation that Canada determines it will not implement or any variation from a recommendation that Canada proposes to implement.
139. Canada shall make its responses to the Regional Program Assessment Opinions public.
140. With respect to the FNCFS Regional Tables' Initial Regional Program Assessment Opinions, recommendations related to funding levels accepted by Canada shall be implemented no later than April 1, 2031. 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

141. 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.
142. 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.
143. 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), ISC will contact both the FNCFS Service Provider(s) and the First Nation(s) to initiate a discussion on the appropriate way to proceed.
144. “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 47. 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.
145. 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 shall be accompanied by evidence of

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

146. 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.
147. 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.
148. 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 National FNCFS Arbitration Board or any successor legislated body.
149. 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 National FNCFS Arbitration Board or any successor legislated body.

PART XVII – ARBITRATION AND DISPUTE RESOLUTION

150. Canada shall fund the establishment of a National FNCFS Arbitration Board to arbitrate Disputes under the Reformed FNCFS Program, as described in the National FNCFS Arbitration Board Policy in Appendix 11: National FNCFS Arbitration Board Policy.

151. Canada will make best efforts to propose to Parliament, after consultation with rights-holders, any legislation required to establish an independent national FNCFS dispute resolution tribunal, which would replace the arbitration processes set out in the National FNCFS Arbitration Board Policy in Appendix 11: National FNCFS Arbitration Board Policy with a decision-making body established by statute.
152. Canada shall fund the National FNCFS Arbitration Board or any successor national FNCFS dispute resolution tribunal, once established by legislation, during the Term of this National Framework.

PART XXIII – EXPIRATION OF THE NATIONAL FRAMEWORK

153. This National Framework shall be in full force and effect until expiry of the Term on March 31, 2034.
154. Notwithstanding any other provision in this National Framework, paragraphs 71 to 73 of PART VII – THE REFORMED FNCFS FUNDING APPROACH: FOLLOWING THE EXPIRY OF THE TERM OF THIS NATIONAL FRAMEWORK will survive the termination of this National Framework.

PART XXIV – EFFECTIVE DATE

155. This National Framework is conditional upon its approval without conditions by the Tribunal, and upon the Tribunal:
 - (a) ending its jurisdiction over the Complaint and all associated proceedings in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec, Saskatchewan and Yukon save for those proceedings related to Jordan’s Principle; and
 - (b) ordering that the terms of this National Framework satisfy the Tribunal’s order in 2016 CHRT 2 that Canada cease its discrimination relating to the FNCFS Program in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec, Saskatchewan and Yukon and reform it to reflect the findings in 2016 CHRT 2, and satisfy and supersede all interim remedial orders related to the discrimination

found by the Tribunal in relation to the FNCFS Program and federal-provincial and federal-territorial agreements in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec, Saskatchewan and Yukon.

156. This condition shall be satisfied and the National Framework shall become effective on the “Effective Date”, which is defined above as the latest of the following dates should they occur:
- (a) Sixty (60) days after the date upon which the Tribunal issues an order that it satisfies the conditions set out in paragraph 155; 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 (31) days after such stay application is denied; or
 - (c) in the event a stay is granted, a date thirty-one (31) days after the judicial review application is dismissed.

PART XXV – ENFORCEMENT OF FUNDING COMMITMENT

157. Any and all funding commitments by Canada in this National Framework remain subject to annual appropriation by the Parliament of Canada, or other necessary approval processes required by the Government of Canada.
158. Notwithstanding paragraph 157, if the Parliament of Canada does not appropriate sufficient funding to satisfy Canada’s commitment in PART IV – FUNDING COMMITMENT of this National Framework, a FNCFS Regional Table or Regional Reform Implementation Committee may seek an order from a court of competent jurisdiction that they are substantially deprived of the benefit of this National Framework. The party seeking such an order need not have suffered monetary loss nor shall it be necessary for that party to prove that it is unable to perform its obligations under this National Framework as a result of Parliament’s decision not to appropriate sufficient funding. If a court makes such an order, a FNCFS Regional Table or Regional Reform Implementation Committee may seek to pursue remedies

under the Complaint or to 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 a FNCFS Regional Table or a Regional Reform Implementation Committee.

PART XXVI – GENERAL PROVISIONS

159. This National Framework 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.
160. This National Framework shall not be construed as an assumption by First Nations of any liability associated with the delivery of services referenced within this National Framework, for any period prior to the point where they have actually assumed the provision of any such service, further to the terms of this National Framework, unless the First Nation has specifically assumed the provision of such services prior to the approval and application of this National Framework.
161. Unless the context otherwise requires, references in this National Framework:
- (a) to parts, articles, sections, paragraphs, and appendices mean the parts, articles, sections, and paragraphs of, and appendices attached to, this National Framework;
 - (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.

162. All funding provided to First Nations and FNCFS Service Providers pursuant to this National Framework 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 7: First Nations Child and Family Services Terms and Conditions and revised from time to time in the manner outlined in paragraph 166. 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 41, 75, 82, 93 and 95(b) of this National Framework and the Terms and Conditions of the FNCFS Program.
163. All amounts in this National Framework have been rounded.

PART XXVII – APPENDICES

164. Subject to paragraph 166, Canada shall not amend any term of this National Framework without the consent of two thirds of FNCFS Regional Tables. Certain appendices to this National Framework may be revised in accordance with this Part, except where a revision to those appendices would have the effect of amending this National Framework, being inconsistent with its terms, or significantly departing from the principles and purposes therein.
165. Appendix 7: First Nations Child and Family Services Terms and Conditions, Appendix 8: Remoteness Quotient Adjustment Factor Methodology, Appendix 10: Modifications if the Effective Date is after March 31, 2028 and Appendix 11: National FNCFS Arbitration Board Policy to this National Framework shall be consistent with the corresponding appendices in any Regional FNCFS Program Reform Agreement. Appendices Appendix 1: Performance Measurement Indicators and Outcomes Chart, Appendix 2: Regional Program Assessments Timelines, Appendix 3: First Nations Planning Template, Appendix 4: Agency Accountability Co-Development Planning Template, Appendix 5: Reformed FNCFS Program Schedules for Contribution Funding Agreements and Appendix 9: Funding and Administration of Capital Commitments to this National Framework may be varied in any Regional FNCFS Program Reform Agreement. The requirements to amend any

appendix to a Regional FNCFS Program Reform Agreement shall be set out in that Regional FNCFS Program Reform Agreement.

166. ISC may revise the following appendices to this National Framework following engagement with the FNCFS Regional Tables:

- (a) Appendix 1: Performance Measurement Indicators and Outcomes Chart;
- (b) Appendix 2: Regional Program Assessments Timelines;
- (c) Appendix 3: First Nations Planning Template;
- (d) Appendix 4: Agency Accountability Co-Development Planning Template;
- (e) Appendix 5: Reformed FNCFS Program Schedules for Contribution Funding Agreements; and
- (f) Appendix 7: First Nations Child and Family Services Terms and Conditions;

and ISC shall make reasonable efforts such that any material amendments take effect in the next fiscal year, unless an earlier date is agreed by the relevant FNCFS Regional Table(s), or is required by law.

APPENDICES

1. Performance Measurement Indicators and Outcomes Chart
2. Regional Program Assessments Timelines
3. First Nations Planning Template
4. Agency Accountability Co-Development Planning Template
5. Reformed FNCFS Program Schedules for Contribution Funding Agreements
6. FNCFS Regional Tables Terms of Reference Template
7. First Nations Child and Family Services Terms and Conditions
8. Remoteness Quotient Adjustment Factor (RQAF) Methodology
9. Funding and Administration of Capital Commitments
10. Modifications if the Effective Date is after March 31, 2028
11. National FNCFS Arbitration Board Policy

Appendix 1: 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 are used to measure the performance of the Reformed FNCFS Program.

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

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

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

Appendix 2: Regional Program Assessments Timelines

Initial Program Assessment		Second Program Assessment	
February 1- April 1, 2029	National Secretariat initiates request(s) for proposals ("RFP") for the Regional Program Assessment Organization(s). The RFP is posted by for a period of 2 months .	February 2- April 2, 2032	National Secretariat initiates request(s) for proposals ("RFP") for the Regional Program Assessment Organization(s). The RFP is posted by for a period of 2 months .
April 2-May 31, 2029	On the recommendation of the FNCFS Regional Table, the National Secretariat selects an organization from among the bidders and contracts with the successful bidder. Canada enters into a contribution agreement with the National Secretariat for the contract price. The Regional Program Assessment Organization(s) is oriented to the Reformed FNCFS Program.	April 5-May 31, 2032	On the recommendation of the FNCFS Regional Table, the National Secretariat selects an organization from among the bidders and contracts with the successful bidder. Canada enters into a contribution agreement with the National Secretariat for the contract price. The Regional Program Assessment Organization(s) is oriented to the Reformed FNCFS Program.
June 1, 2029- March 31, 2030	The Regional Program Assessment Organization(s) conducts its assessment over a period of 10 months .	June 1, 2032- March 31, 2033	The Regional Program Assessment Organization(s) conducts its assessment over a period of 10 months .
March 31, 2030	The Regional Program Assessment Organization(s) delivers its Initial Program Assessment Report to the National Secretariat.	March 31, 2033	The Regional Program Assessment Organization(s) delivers its Second Program Assessment Report to the National Secretariat.
Within 15 days	National Secretariat distributes the Initial Program Assessment Report to the relevant FNCFS Regional Table and ISC within 15 days of receipt from the Program Assessment Organization.	Within 15 days	National Secretariat distributes the Second Program Assessment Report to the relevant FNCFS Regional Table and ISC within 15 days of receipt from the Program Assessment Organization.
Within 45 days	Members of the FNCFS Regional Table may provide comments on the Program Assessment Report to their FNCFS Regional Table within 45 days of receipt.	Within 45 days	Members of the FNCFS Regional Table may provide comments on the Program Assessment Report to their FNCFS Regional Table within 45 days of receipt.
By June 30, 2030	The FNCFS Regional Table delivers its Initial Program Assessment Opinion(s) to ISC.	By June 30, 2033	The FNCFS Regional Table delivers its Second Program Assessment Opinion(s) to ISC.
Within 120 days	Canada responds to the FNCFS Regional Table's Initial Program Assessment Opinion within 120 days of receipt.	Within 120 days	Canada responds to the FNCFS Regional Table Second Program Assessment Opinion within 120 days of receipt.

Appendix 3: First Nations Planning Template

First Nation: _____

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

Date: _____

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

OVERVIEW

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

May include the following:

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

PREVENTION

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

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 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	Planned Expenditures	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, 2027: \$

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 4: Agency Accountability Co-Development Planning Template

CHILD AND COMMUNITY WELLBEING PLAN	
Planning Period: 2027-2028 to 2030-2031	Update for (insert fiscal year):
ORGANIZATION INFORMATION	
FNCFS Agency Name:	FNCFS Agreement Number:
Recipient Contact Name:	First Nation(s) Served:
ENVIRONMENTAL SCAN FOR EACH COMMUNITY SERVED	
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: • circumstances affecting the well-being of children, youth, young adults and families, as well as the delivery of services • key child and family well-being priorities • child and family service priorities	

COLLABORATION WITH FIRST NATIONS

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

Topics must include:

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

AGENCY PLAN SUMMARY

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

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

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

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

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

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

Secondary education completion rate	
Post-secondary education aspirations	
COMMUNITY-WELLNESS REPORTING INDICATORS	
Optional Additional Well-being Indicators	Goals and Targets
List additional well-being indicators co-developed with affiliated First Nations	

FINANCIAL FORECAST				
Funding Component	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	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)				

UNEXPENDED FUNDING PLAN (if applicable)

Total Amount of Unexpended FNCFS Program Funds to March 31, 2027: \$

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

Appendix 5: Reformed FNCFS Program Schedules for Contribution Funding Agreements

In order to implement the Reformed FNCFS Program, a number of flexibilities and requirements are to be incorporated into ISC's funding agreements with First Nations and FNCFS Service Providers outside 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 7-year duration of the funding committed under the [National Framework or Regional FNCFS Program Reform 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.

“FNCFS Data Secretariat” means the entity selected or established to support data collection and synthesis with respect to First Nations child and family services in [region].

“First Nations Child and Family Services Regional Table” means the committee established to oversee the implementation of the Reformed FNCFS Program in [region].

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 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 First Nations Child and Family Services Regional Table on [/:Name]'s compliance with the terms of this Agreement.

11. Adjustments to Funding

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

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

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

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

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

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

Appendix 6: Regional FNCFS Tables Terms of Reference Template

1. Establishment, Purpose, and Term

- 1.1. The First Nations Child and Family Services (“FNCFS”) Regional Table of [insert Province/Yukon] is established, as described in the National Framework for Reform of the First Nations Child and Family Services Program (the “**National Framework**”).
- 1.2. The FNCFS Regional Table will oversee and monitor the implementation of the Reformed FNCFS Program in relation to First Nations and FNCFS Service Providers not subject to a Regional FNCFS Program Reform Agreement in [insert Province/Yukon], as described in the National Framework.
- 1.3. The term of the FNCFS Regional Table will be the same duration as the term of the National Framework.
- 1.4. Capitalized terms used in these Terms of Reference but not defined will have the meaning ascribed to such term in the National Framework.

2. Recommending Power

- 2.1. The FNCFS Regional Table can make recommendations to Indigenous Services Canada (“**ISC**”) in relation to the implementation of the Reformed FNCFS Program with respect to First Nations and FNCFS Service Providers not subject to a Regional FNCFS Program Reform Agreement in [insert Province/Yukon].
- 2.2. The FNCFS Regional Table may receive input, recommendations, and/or observations specific to the Reformed FNCFS Program in relation to First Nations and FNCFS Service Providers not subject to a Regional FNCFS Program Reform Agreement in [insert Province/Yukon] from the following entities listed below, and any successors or additional entities endorsed by the FNCFS Regional Table and ISC:
 - a) First Nations and FNCFS Service Providers that are not subject to a Regional FNCFS Program Reform Agreement in [insert Province/Yukon];
 - b) Regional or Sub-Regional Organization(s) in [insert Province/Yukon]; and
 - c) The National Secretariat and its [insert province/Yukon] Regional Data and Knowledge Translation Hub.

3. Membership

- 3.1. The FNCFS Regional Table will consist of [#] members (each, a “**Member**”) and will be constituted as provided in Part XIV (A) – Governance under Regional FNCFS Program Reform Agreements. FNCFS Regional Tables of the National Framework. This Membership reflects the following positions:
- a) [#] member(s) as appointed by the Regional or Sub-Regional Organization(s) mandated by the First Nations not subject to a Regional FNCFS Program reform Agreement in [insert Province/Yukon] via a band council resolution or equivalent letter of intent to represent them in governance matters relating to the delivery and implementation of the Reformed FNCFS Program;
 - b) One Elder;
 - c) One Youth (≤24 years of age) with lived experience of out-of-home care; and
 - d) One member appointed by ISC.
- 3.2. The Member(s) appointed by the Regional or Sub-Regional Organization(s) will in turn appoint by consensus the Members for the Elder and Youth positions. The Regional Table may operate without the Elder or Youth positions.
- 3.3. In the event of a Member vacancy due to resignation, inability to serve, or removal by ISC or the Regional or Sub-Regional Organization(s) that appointed said Member, ISC or the Regional or Sub-Regional Organization(s) will provide the FNCFS Regional Table with reasonable notice of the vacancy and appoint their replacement Member within 30 days of the vacancy.
- 3.4. A Member may be removed at any time by a super majority of the Members of the FNCFS Regional Table present at a meeting duly convened for such purposes, notwithstanding paragraph 6.5. 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. ISC or the Regional or Sub-Regional Organization(s) that appointed said Member will appoint their replacement Member within 30 days of the vacancy.
- 3.5. Members appointed in the Initial Funding Period will serve from the date of appointment until March 31, 2031. Members appointed in the Second Funding Period will serve from the date of appointment until March 31, 2034. The above is subject to a Member being replaced pursuant to paragraph 3.3 or 3.4. Members appointed in the Initial Funding Period may be reappointed in the Second Funding Period.

- 3.6. 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 FNCFS Regional Table

- 3.7. The FNCFS Regional Table will have one (1) Chair (the “**Chair**”) with additional responsibilities in organizing the affairs of the FNCFS Regional Table. The responsibilities of the Chair are described in paragraph 5.4.
- 3.8. The Chair will be selected by a super majority of the Members, notwithstanding paragraph 6.5. 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.
- 3.9. The Chair’s term will be one (1) year. The Chair may be removed at any earlier time by agreement of a super majority of the Members, notwithstanding paragraph 6.5. 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. 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 will be selected. For clarity, a Chair may serve more than one (1) term.
- 3.10. The Chair will designate a Member as a Vice-Chair. If the Chair is temporarily unable to carry out their responsibilities, the Vice-Chair will carry out those responsibilities during that temporary period.
- 3.11. The Chair and Vice-Chair will retain their votes as Members of the FNCFS Regional Table.

4. Administrative Team

- 4.1. An administrative team consisting of employees of ISC (the “**Administrative Team**”) will be established to support the operation of the FNCFS Regional Table and the Chair in conducting the affairs of the FNCFS Regional Table.

5. Responsibilities

- 5.1. The responsibilities of the FNCFS Regional Table include:
 - a) Overseeing and monitoring the implementation of the Reformed FNCFS Funding Approach and recommending adjustments to the Reformed FNCFS Program with respect to First Nations and FNCFS Service Providers not subject to a Regional FNCFS Program Reform

Agreement in [insert Province/Yukon] as provided in the National Framework;

- b) Making a recommendation to the National Secretariat on the selection of a Program Assessment Organization and supporting the work of the Program Assessment Organization;
- c) Receiving and reviewing Program Assessment Reports from the Program Assessment Organization, and preparing a Program Assessment Opinion with an executive summary and providing the Program Assessment Opinion and executive summary to ISC and the public;
- d) Advising ISC on the development of guidance documents to support First Nations and FNCFS Service Providers;
- e) Advising ISC on the selection of an organization to serve as the National Secretariat as described in the National Framework;
- f) Advising the National Secretariat on the specific functions, roles and responsibilities of the [insert province/Yukon] Regional Data and Knowledge Translation Hub as described in the National Framework;
- g) Providing advice directly to the [insert province/Yukon] Regional Data and Knowledge Translation Hub regarding data collection to support the identification and spread of best practices;
- h) Receiving reports from the National Secretariat and the [insert province/Yukon] Regional Data and Knowledge Translation Hub in relation to the implementation and efficacy of the Reformed FNCFS Program;
- i) Receiving reports from ISC on the compliance of FNCFS Agencies with their funding agreements, including compliance with child and community wellbeing plans;
- j) Publishing an annual report on the progress of the implementation of the Reformed FNCFS Program with respect to First Nations and FNCFS Service Providers not subject to a Regional FNCFS Program Reform Agreement in [insert Province/Yukon] to be made available to the public, which will be provided to ISC at least 30 days prior to being released to the public.

5.2. The responsibilities of the Members include:

- a) Making all reasonable efforts to attend meetings of the FNCFS Regional Table. 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 ISC or of the Regional or Sub-Regional Organization;

- b) Acting in accordance with these Terms of Reference and other applicable protocols and guidance of the FNCFS Regional Table;
 - c) In the event of a personal conflict of interest, to disclose such conflict to the FNCFS Regional Table 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 FNCFS Regional Table and its decision-making.
- 5.3. A Member may designate an alternate to attend any FNCFS Regional Table meeting in their absence. For clarity, a Member's alternate need not be the same person at each FNCFS Regional Table meeting. An alternate will have all the rights and privileges of the Member at the FNCFS Regional Table meetings that the alternate attends, except that the alternate will **not** be entitled to vote on:
- a) Advice to the organization selected to serve as the National Secretariat on the specific functions, roles and responsibilities of the [insert province/Yukon] Regional Data and Knowledge Translation Hub;
 - b) Advice to the National Secretariat on the selection of the Program Assessment Organization;
 - c) A Program Assessment Opinion to be provided to ISC; or
 - d) The content of the annual report on implementation of the Reformed FNCFS Program with respect to First Nations and FNCFS Service Providers not subject to a Regional FNCFS Program Reform Agreement in [insert Province/Yukon].
- 5.4. The responsibilities of the Chair include:
- 1. The responsibilities of Members as outlined in paragraph 5.2;
 - 2. Developing the meeting agenda in consultation with the FNCFS Regional Table and presiding over meetings;
 - 3. Ensuring that the Terms of Reference and other applicable protocols and guidance of the FNCFS Regional Table are respected;
 - 4. Ensuring that meetings are carried out effectively, including by encouraging participation from all members, and that all relevant matters are addressed; and
 - 5. Liaising with the Administrative Team to ensure that meetings are adequately supported.
- 5.5. The responsibilities of the Administrative Team are:

- a) Preparing and distributing meeting materials and records before and after meetings;
- b) Maintaining a repository of FNCFS Regional Table documents including meeting records, presentations, and reports;
- c) Ensuring the publication of records of decision;
- d) Providing logistical and administrative support to the Chair and Members; and
- e) Providing other support as determined by the Chair or the FNCFS Regional Table.

5.6. The FNCFS Regional Table may form one or more sub-committees as it deems necessary to carry out its responsibilities.

6. Meetings

- 6.1. The FNCFS Regional Table will meet monthly, either in-person or virtually, unless the FNCFS Regional Table determines that more or less frequent meetings are required. Members will have the option of virtual attendance in all FNCFS Regional Table meetings organized as in-person meetings.
- 6.2. The Administrative Team will provide notice to all Members regarding the date, time, and location of a FNCFS Regional Table 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 Regional Table meeting will include a vote on any of the following, in which case the notice will clearly communicate to Members that such a vote will take place:
 - a) Advice to the organization selected to serve as the National Secretariat on the specific functions, roles and responsibilities of [insert province/Yukon] Regional Data and Knowledge Translation Hub;
 - b) Advice to the National Secretariat on the selection of the Program Assessment Organization;
 - c) A Program Assessment Opinion to be provided to ISC; or
 - d) The content of the annual report on implementation of the Reformed FNCFS Program with respect to First Nations and FNCFS Service Providers not subject to a Regional FNCFS Program Reform Agreement in [insert Province/Yukon].
- 6.3. Where possible, the Chair will 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 FNCFS Regional Table meeting will be provided to all Members within two (2) weeks following the meeting.

- 6.4. A quorum at a FNCFS Regional Table meeting will be met with the attendance of a simple majority (50% + 1) of the Members or alternate Members.
- 6.5. Decisions by the Members will 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 (50% + 1) 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.
- 6.6. Records of decision made by the FNCFS Regional Table will be public with the exception of any personal information about an identifiable individual and will be published within 30 days of the meeting.
- 6.7. A decision made by the FNCFS Regional Table does not necessarily reflect the view of any one Member.
- 6.8. 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 FNCFS Regional Table;
 - b) Non-Members approved to attend FNCFS Regional Table 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 as described in 6.5;
 - c) Non-Members approved to attend FNCFS Regional Table meetings pursuant to (a) will attend at their own expense; and
 - d) Prior to attending a FNCFS Regional Table meeting, non-Members will execute the confidentiality agreement appended to these Terms of Reference as **Schedule A**.
- 6.9. Notwithstanding paragraph 6.8, if a Member intends to bring legal counsel to a FNCFS Regional Table meeting, the Member must give notice to all Members one (1) week in advance of the meeting. All other Members will each be entitled to invite one (1) legal counsel to the meeting.

7. Other Matters

- 7.1. These Terms of Reference complement the provisions of the National Framework on the mandate, membership and other aspects of the FNCFS

Regional Table. If there is a conflict between these Terms of Reference and the National Framework, the National Framework will prevail.

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

7.3. The FNCFS Regional Table may make recommendations to ISC to amend these Terms of Reference at any time.

SCHEDULE A
CONFIDENTIALITY AGREEMENT
FIRST NATIONS CHILD AND FAMILY SERVICES REGIONAL TABLE

WHEREAS the Members of the FNCFS Regional Table and non-Member attendees at FNCFS Regional Table meetings (“**Members and Attendees**”) are required to preserve the confidentiality of the information which is disclosed to them for the purposes of fulfilling the FNCFS Regional Table’s mandate and this agreement sets out 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 and the ongoing commitments of Members and Attendees to maintain confidentiality of information disclosed in the course of fulfilling the First Nations Child and Family Services Regional Table of [insert Province/Yukon]’s Mandate.
2. The content of the discussions of the FNCFS Regional Table or information shared during its meetings, including but not limited to any proposals, documents, positions and/or suggestions, shall be kept confidential.
3. Members and Attendees shall not share any information or content obtained during meetings of the FNCFS Regional Table or related discussions with the public, third parties, or the media regardless of the outcomes of said meetings. 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 FNCFS Regional Table in advance of sharing said information, to the extent necessary to fulfill the mandate of the FNCFS Regional Table and keep those individuals informed of the progress in implementing the Reformed FNCFS Program in [insert Province/Yukon]. 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 FNCFS Regional Table.
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 Indigenous Services Canada, upon their replacement, or upon the conclusion 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, copying and/or publicizing this information.

8. The terms of this Confidentiality Agreement survive the conclusion of each Member's membership and each Attendee's participation.

9. For greater clarity, nothing in this agreement is meant to interfere with Canada's obligations under the Access to Information Act or the Privacy Act.

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:

Name: _____	Date: _____
Name: _____	Date: _____
Name: _____	Date: _____
Name: _____	Date: _____
Name: _____	Date: _____
Name: _____	Date: _____
Name: _____	Date: _____
Name: _____	Date: _____
Name: _____	Date: _____
Name: _____	Date: _____
Name: _____	Date: _____
Name: _____	Date: _____

Appendix 7: First Nations Child and Family Services Program Terms and Conditions: Contributions to provide children, youth, young adults, families and communities, with prevention and protection services

CONTEXT

In January 2016, the Canadian Human Rights Tribunal (CHRT) 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 negative impacts for many First Nations children, youth, and families. More details on these orders are available online through the [CHRT website](#).

On February 26, 2025, Canada, Chiefs of Ontario, and Nishnawbe Aski Nation reached a Final Agreement on Long-Term Reform of the FNCFS Program in Ontario (the Ontario Final Agreement). The agreement came into effect on May 29, 2026, following approval by the CHRT. These terms and conditions support the implementation of the Reformed FNCFS Program in Ontario.

The FNCFS Program emphasizes 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. The intention is that these terms and conditions are consistent with the United Nations Convention on the Rights of the Child (UNCRC).

These terms and conditions also support the implementation of the Reformed FNCFS Program under Canada's long-term reform plan, if approved by the CHRT. The plan for long-term reform of the FNCFS Program, outside of Ontario, was submitted to the CHRT on December 22, 2025, and includes the National Framework, as well as agreements with First Nations groups to support the long-term reform of the FNCFS Program.

In summary, these terms and conditions support the following Program approaches:

Reformed FNCFS Program

The Reformed FNCFS Program, which includes the Reformed FNCFS Funding Approach described in Section 8.1 of these terms and conditions. The implementation of the Reformed FNCFS Program is applicable to:

1. Eligible recipients subject to the *Final Agreement on Long-Term Reform of the FNCFS Program in Ontario*, which came into effect on May 29, 2026;
2. Eligible recipients subject to other agreements on long-term reform of the FNCFS Program, as of the effective date of these agreements and as approved by the CHRT; and,
3. Eligible recipients subject to the National Framework as of the effective date of the National Framework and as approved by the CHRT.

CHRT Oversight

To the extent that the CHRT has retained its oversight of the FNCFS Program per its orders in *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada* (File no T1340/7008), Appendix A to these terms and conditions will apply instead of Section 8. If these terms and conditions conflict with a CHRT order or an order from another court or tribunal with the authority to make decisions, then the order will take priority and Canada will then update these terms and conditions as needed.

1. INTRODUCTION

The First Nations Child and Family Services (FNCFS) Program provides contribution funding for the provision of culturally appropriate prevention and legislated protection services, including least disruptive measures. These services respond to children at risk of harm or maltreatment, and to support family preservation, and well-being. Canada recognizes the need for culturally appropriate child and family services that account for 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 according to the national principles and minimum standards set in *An Act respecting First Nations, Inuit and Métis children, youth and families*, S.C. 2019, c. 24 (The Act). The Act is to be interpreted and administered in a way that supports the principles of substantive equality, cultural continuity, and the best interests of the child. The Act provides a framework for the delivery of Indigenous child and family services while supporting Indigenous groups that choose to transition toward exercising partial or full child and family services jurisdiction. Until an Indigenous group exercises jurisdiction utilizing the framework of the Act, agreements related to existing service providers remain valid unless the Indigenous groups and service providers concerned decide otherwise.

2. LEGAL AND POLICY 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.

Where the CHRT retains oversight, the CHRT's interim orders relating to the FNCFS Program continue to apply in the administration and funding of the FNCFS Program. More details on CHRT orders are available on the CHRT'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, PROGRAM OBJECTIVES AND EXPECTED RESULTS

3.1 Purpose

The FNCFS Program provides resources and funding to support the holistic and culturally appropriate delivery of child and family services to meet the needs of First Nations 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 and their cultural, historical, and geographical circumstances;
- address the structural drivers that could place children, youth, and families at risk of child maltreatment;
- promotes intergenerational caregiving approaches that strengthen protective factors and reduce risks for children, families, and communities, and
- support for youth and young adults transitioning out of care upon reaching the age of majority.

3.2 Objective

The objective of the FNCFS Program is to provide funding to First Nations and FNCFS Service Providers to deliver 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 Service Providers 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 address the underlying issues that could place First Nations children, youth, and families at risk of involvement with the child and family services system.

Additionally, the FNCFS Program aims to support First Nation designed service delivery models, with the goal of ensuring that children and families thrive through First Nation community-driven child and family services.

3.3 Outcomes

Indigenous Services Canada (ISC)'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

Outcome	Performance indicator
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
	Number of attendees by affiliation (such as First Nation or FNCFS Agency) per engagement, consultation, or workshop delivered by ISC
	Number of communications and bulletins
	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
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
	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 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
	Number of times FNCFS training and guidance documents have been accessed.
	Percentage of First Nations and FNCFS Service Providers with multi-year plans or child and community well-being plans
First Nations children have access to culturally adapted prevention services	Percentage of First Nations more than two and a half hours of travel by road from the nearest office of the First Nation's affiliated FNCFS Agency or not connected to any office of that FNCFS Agency by road
	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
	Percentage of First Nations directly providing prevention services for their communities
	Percentage of First Nations children who have access to a culturally adapted prevention service provider
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)
	Percentage of First Nations children on reserve in care where at least one of the caregivers is a First Nation individual
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 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

Intermediate: 3 to 5 years

Outcome	Performance indicator
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
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.
Protective factors are built, and risk factors are identified and addressed within families and communities	Percentage of First Nations children on-reserve in care
	Percentage of First Nations children and youth on reserve in care who came into care for the first time
	Percentage of First Nations children and youth re-entering care
	Number of reported cases of child maltreatment for First Nations on reserve or in Yukon
	Number of culturally appropriate prevention activities that have been provided to First Nations families on reserve
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
	Percentage of First Nations children and youth on reserve in care who achieved permanency
	Average number of days in care
	Average number of changes in placement type
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

Ultimate: 5 years and beyond

Outcome	Performance indicator
Thriving children and families are supported by First Nation community-driven child and family services	Percentage of First Nations children on reserve in care

4. ELIGIBLE ACTIVITIES

The FNCFS Program supports eligible activities for FNCFS Program Services, Reformed FNCFS Funding Strategies, and FNCFS Program Initiatives. The charts below detail the elements that apply in the implementation of the Reformed FNCFS program and those elements that apply in the implementation of the FNCFS Program where the CHRT retains oversight.

FNCFS Program Services promote the cultural safety and well-being of First Nations children, youth, young adults, and families. These services include legislated services that support least disruptive measures and build protective factors to prevent and mitigate family involvement with child and family services. This funding acknowledges the unique needs, strengths, and priorities of First Nations communities and accounts for their cultural, historical, and geographical circumstances and needs.

Reformed FNCFS Program Strategies support the delivery of services, through targeted funding for information technology, results, emergencies, and household supports.

FNCFS Program Initiatives support the governance and implementation of the FNCFS Program.

The FNCFS Program prioritizes the allocation of funding to First Nations to support their autonomy to develop, plan, and deliver services based on First Nation needs, circumstances, and priorities.

FNCFS Program Services		Reformed FNCFS Program	Where CHRT Retains Oversight
Prevention Services	Prevention Services are evidence-informed and culturally appropriate services intended to support healthy child development, strengthen families, and promote wellbeing. Prevention needs are defined by First Nations, and services are implemented based on the well-being priorities identified by the community. Prevention services can divert families from unnecessary contact with protection services and prevent child maltreatment and harm through early and ongoing intervention and First Nation-based services that support family wellness. Eligible activities support: Targeted services and activities that address structural drivers^[1] in order to mitigate the risks factors that could place children at risk of harm and reduce the likelihood of children being taken into care;	✓	✓

	• Services and activities that support children and families at risk in the home and community; • Activities and access to programming and services that promote physical, cultural, mental and emotional safety and well-being; • Classes, workshops, and outreach to support family preservation and well-being; • Coordination efforts and referrals with other relevant federal or provincial programs to support individual, family, and community well-being; • Group, family, and individual interventions services or supports to promote community-based prevention, family well-being, family reunification and/or preservation; and • Interventions that are identified to support the child's best interests including cultural, communal and other activities to build self-esteem, resilience and healing.		
Post-Majority Support Services	Post-Majority Support Services support First Nations youth in care approaching the age of majority and young adults who have transitioned out of care at the age of majority up to their 26th birthday or to the age as defined in applicable child and family services legislation, whichever is greater. Eligible activities support: • Implementing an eligible youth or young adults' transition plan, including through support in the areas of: - o learning, education and professional development opportunities; - o financial and housing supports including safe, stable, housing, such as	✓	✓

	rent, household basic necessities and utilities; - o physical, mental and social wellbeing, including supports to ensure basic needs are addressed ; and - o (re)connection with land, culture, language, family and community. • Interventions based on the youth or young adult's self-identified best interests, and transition plan, including activities that promote protective factors and family and community preservation, repatriation, and/or reunification. • Direct 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 not or will not be received, in whole or in part, to support that activity.		
First Nation Representative Services	First Nation Representative Services (sometimes referred to as Band Representative Services or Band Designate) support First Nations when children, youth, young adults, and families ordinarily resident on reserve are involved, or at risk of involvement, with the child and family services system. 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. First Nation Representative Services supports are substantively equal and culturally-informed and	✓	✓

	help 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. Eligible activities support: • 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. • Support discussions, planning, and/or coordinating and advocacy when a child and family is involved with child and family services, including Indigenous dispute resolution approaches and court proceedings. • Ensuring that the cultural needs of a child are being addressed, which includes participating in the development of a child and family's plan of care. • Collaborative service planning and delivery with other FNCFS Service Providers. • Serving as a point of contact and responding to notices and performing the functions of a First Nation Representative as set out under federal and provincial legislation and in supporting implementation of An Act respecting First Nations.		
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	<u><i>Inuit and Metis children, youth and families.</i></u>		
Child Protection Services	Child protection services are delivered in line with provincial, Yukon, and First Nation child and family service legislation, regulations, and policies and include: Care and Maintenance: Services associated with placing and maintaining the care of children in out-of-home or alternate care arrangements. Least Disruptive Measures: Measures that flow from a child maltreatment assessment or investigation and are critical to safety planning for children and families involved with child and family services and include: • Targeted actions or services that meet the threshold of risk for involvement with an FNCFS agency. These actions or services seek to prevent separating children or youth from their families, or support reunification of families while ensuring supports are in place that mitigate the risk of child maltreatment or harm; and • Supports to children, youth, and families who have been identified by an FNCFS agency as being at risk and are undergoing an assessment of child maltreatment or harm. Operations: Resources used by an organization to deliver legislated child and family services as well as planning activities. Eligible activities support: • Intake, intervention, planning, implementation, evaluation, assessment and investigation to address reports of identified	✓	✓

	risks to children, including after-hours services, and the continuation of services to facilitate the transition of youth into adulthood; • Alternative dispute resolution services and coordination with a child and family's network of support; • Legal services, child representation, or other activities related to child protection proceedings; • Alternate custody and kin care arrangements, agreements, and/or orders to ensure the safety and wellbeing of the child(ren) and supports for the family and care providers; • Placement services including recruiting, assessing, training, educating, supporting, monitoring and evaluating alternate care providers; • Interventions that are identified on the basis of the child's best interests including cultural, land-based, communal and other activities and access to programming to promote protective factors and family preservation or reunification; • Collaborative service delivery planning, implementation, evaluation and assessment with other service provider(s); • Direct mandated services and supports not eligible through other federal or provincial programs or where funding from other sources was or will not be received, in whole or in part, to support that activity; and • 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		
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	standards set in <u><i>An Act Respecting First Nation, Inuit and Métis children, youth and families</i></u>		
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Reformed FNCFS Program Funding Strategies		Reformed FNCFS Program	Where CHRT Retains Oversight
Information Technology Funding	Funding supports First Nations with their IT needs to implement and deliver services and activities listed in the FNCFS Program Services outlined in Section 4 above.	✓	
Results Funding	Funding supports First Nations in implementing the planning, reporting and performance measurement framework as outlined in Section 9.2, to support the FNCFS Program Services outlined in Section 4 above.	✓	
Emergency Funding	Emergency funding supports First Nations and FNCFS Service Providers with unforeseen situations (for example wildfire evacuations, the unanticipated resource needs related to the introduction into care of children with very high needs, a community crisis) that might make it difficult for a First Nation or FNCFS Service Provider to deliver FNCFS Program Services outlined in Section 4 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 and family services system or that may prevent a family from reuniting.	✓	

FNCFS Program Initiatives		Reformed FNCFS Program	Where CHRT Retains Oversight
Supporting Initiatives	Supporting Initiatives support the governance and implementation of the FNCFS Program.	✓	✓

	Eligible activities support: • Promotion of the governance of and access to evidence-based data and tools to support and inform the delivery of FNCFS programming. • Developing and designing supports and structures to support the purpose and objective including the implementation of the FNCFS Program.		
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5. ELIGIBLE RECIPIENTS

While the FNCFS Program considers First Nations children, youth, young adults, 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, application and assessment criteria outlined in these terms and conditions, as well as signed a funding agreement with ISC to deliver an eligible child and family service, funding strategy, or initiative.

Eligible FNCFS Program funding recipients 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 would deliver FNCFS Program services on reserve or in the Yukon.
2. **FNCFS Service Providers**
 - 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, Yukon, or other authorities to provide legislated child and family services on reserve or in Yukon.
 - b) **First Nation Service Provider**, meaning an entity authorized by a First Nation to support the implementation of the FNCFS Program on reserve or in Yukon, 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 that has a mandate on a local, regional, or national basis to support the implementation and delivery of the FNCFS Program.
4. **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.

Program services, funding strategies, and initiatives	Eligible FNCFS funding recipients	Reformed FNCFS Program	Where CHRT Retains Oversight
FNCFS Program Services			
Prevention Services	- First Nation - First Nation Service Provider, if requested by the First Nation(s) - FNCFS agency	✓	✓
Post-Majority Support Services	- First Nation - First Nation Service Provider, if requested by the First Nation(s) - FNCFS agency, if requested by the First Nation(s)	✓	✓
First Nation Representative Services	- First Nation - First Nation Service Provider, if requested by the First Nation(s) - FNCFS agency, if requested by the First Nation(s)	✓	✓
Child Protection Services	- FNCFS agency - First Nation Service Provider (pursuant to applicable child and family legislation) - First Nation (pursuant to applicable child and family legislation) - Provincial and Yukon Governments	✓	✓
Reformed FNCFS Program Funding Strategies			
Information Technology Funding	First Nation	✓	
Results Funding	First Nation	✓	
Emergency Funding	- First Nation - FNCFS agency	✓	
Household Support Funding	First Nation	✓	
FNCFS Program Initiatives			
Supporting Initiatives	- First Nation - First Nation Service Provider - National, Regional, and Local Organizations	✓	✓

If a First Nation receives funding for services pursuant to a jurisdiction 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 Provincial and Yukon governments cannot also receive FNCFS Program funding for those services.

6. ELIGIBLE EXPENDITURES

Eligible expenditures are those direct costs necessary to support the activities as outlined in Section 4. These 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.
- Costs that support FNCFS Program Planning, Reporting and Performance Measurement as outlined in Section 9, 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 Services and FNCFS Program Initiatives, subject to FNCFS Program approval.
- Capital expenditures to support infrastructure and other capital assets required to support the delivery of FNCFS Program Services to First Nations children, youth and families on reserve and in the Yukon. While capital expenditures can be eligible expenditures under the FNCFS program, funding for capital assets will be administered in alignment with the established guidelines, principles, and directives of the Capital Facilities and Maintenance Program. Provincial and Yukon Governments are not eligible to receive capital funding under the FNCFS Program.

Any interest collected on funding held in bank accounts, any unexpended funding remaining at the end of a cycle, and any proceeds generated from the sale of infrastructure or property constructed or purchased for Child and Family Services must be strictly reinvested to further the objectives of the FNCFS Program.

7. APPLICATION REQUIREMENTS AND ASSESSMENT CRITERIA

Before entering into a funding agreement or making an amendment, ISC will confirm eligibility and entitlement of recipients in accordance with these terms and conditions and the departmental directives. ISC will confirm this by conducting risk assessments, including an assessment of the recipient's workplan 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:

- Recipient'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 Planning and Reporting as outlined in Section 9.1 below;
- Band Council Resolution (or comparable documentation) for each First Nation being represented or served by the First Nation Service Provider, when applicable; and
- 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.

ISC may request more documentation to assess and determine funding eligibility and approaches under the FNCFS Program. Based on the requirements and assessment criteria in this section, ISC will do ongoing reviews before providing funding to ensure recipients continue to meet the FNCFS Program's eligibility. As applicable, ISC conducts annual reassessments of funding recipients' accountability and capacity, including their funding amount. 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 Reformed FNCFS Funding Approach

FNCFS Program funding includes adjustments for remoteness, inflation, and population. When reading this section, refer to Section 8.1.9 for details on how these adjustments are applied.

8.1.1 Prevention services

Starting in fiscal year 2027-2028 funding for prevention services will be calculated by multiplying the amount of \$2,762.90 by a First Nation's population, plus the amount necessary to provide to each First Nation a minimum of \$78,030. These amounts will be

adjusted annually for inflation and to account for the increased costs of delivering services in remote First Nations

A First Nation may give a written notice to ISC directing the manner in which to allocate and distribute the prevention funding allocated to the First Nation. If no written instructions are provided; the prevention funding will continue to be allocated and distributed using the same method that was used in the previous fiscal year.

8.1.2 Post-majority support services

A First Nation's funding is determined using the following calculation:

- g) Multiply 80% by the post-majority segment of the individual First Nation's population data, 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;
- g) Estimate the number of individuals eligible for post-majority support services for the First Nation and regionally, and divide the First Nation's estimate by the regional estimate, the estimates being projections based on children in care data recorded in ISC's Information Management System / Data Management System;
- g) Multiply (a) by 1 + (b);
- g) Divide (c) by the sum of (c) for all First Nations eligible to receive funding under the FNCFS Program;
- g) Multiply \$79,590.60, 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;
- g) Multiply (d) by the difference in (e);
- g) Add \$ 79,590.60, adjusted for inflation to (f).

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

8.1.3 First Nation Representative Services

Outside Ontario:

Total funding for First Nation Representative Services in fiscal year 2027-2028 shall be calculated by multiplying the amount of \$416.00 by the total population of all First Nations eligible to receive funding under the FNCFS Program, plus the amount necessary to provide to each First Nation a minimum of \$78,030. These amounts shall be adjusted annually for inflation and account for the increased costs of delivering services in remote communities. The First Nation Representative Services funding attributable to an individual First Nation shall be calculated by multiplying its population by the per capita amount for the applicable fiscal year.

In Ontario:

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.

8.1.4 Child Protection Services (Baseline Funding)

Baseline funding will be provided to eligible FNCFS funding recipients as outlined in Section 5, and based on:

Outside Ontario:

- For FNCFS Agencies, will be based on 2022-2023 funding for operations and maintenance, including approved claims for intake and investigations, legal fees, building repairs, and child service purchase 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 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.

8.1.5 Information Technology Funding Strategy

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

8.1.6 Results Funding Strategy

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

8.1.7 Emergency Funding Strategy

Funding for emergency equals 2% of a FNCFS agency's baseline funding or the provincial / Yukon baseline funding. For First Nations 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 is adjusted to account for the increased costs of delivering services in remote First Nations.

8.1.8 Household Supports Funding Strategy

Funding for household supports will be provided to First Nations. 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:

The First Nation's population	<i>multiplied by</i>	The percentage of the First Nation's population below the Low-Income Measure-After Tax (LIM-AT)	<i>divided by</i>	The total population below the LIM-AT of all First Nations eligible to receive funding under the FNCFS Program in the First Nation's region	<i>multiplied by</i>	The region's total annual funding for household supports
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8.1.9 Funding Adjustments

The FNCFS Program funding includes several adjustments for specific components of the program, as described above. These adjustments are calculated and applied in the following ways:

Remoteness Adjustment Funding
Where a First Nation's Index of Remoteness score is 0.40 or greater, funding for Prevention, First Nation Representative Services, Post-Majority Support Services, Information Technology, Results, Emergency, and Household Supports will be upwardly adjusted based on the Remoteness Quotient Adjustment Factor methodology.
Inflation
Funding will be adjusted for inflation annually, in accordance with the Consumer Price Index (CPI) measured over the twelve-month period ending September 30th of the applicable fiscal year. In no event shall any such adjustment be less than zero.
Population
The population of a First Nation will be determined as follows: 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, 2027, to adjust funding for the 2028-2029 fiscal year.

- Where a funding component is adjusted for population but is not calculated on a per capita basis, funding is 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 is 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.
- For the purpose of an FNCFS agency or First Nation Service Provider, population will be the sum of the populations of the First Nations to which it is affiliated.
- The approach to calculating population described herein may vary where a First Nation has a self-government agreement or a modern treaty.

8.1.10 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 outlined in Section 3.

8.2 Maximum Amount Payable

The maximum amount payable is based on the funding allocation provided to each FNCFS recipient under the Reformed FNCFS Funding Approach described in Section 8.1. The amount shall not exceed \$150,000,000 per recipient, per fiscal year.

8.3 Funding Mechanism Approach

As defined in Appendix K of the Directive on Transfer Payments, funding will be provided to Indigenous recipients 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 5 is also an Indigenous recipient per Appendix K of the Directive on Transfer Payments and does not qualify for the flexible funding approach, ISC will use a fixed funding approach. ISC will inform the recipient and assist the recipient in meeting the requirements for a flexible funding approach based on the results of the completed assessment.

8.3.1 FNCFS Funding Mechanism

When recipients are eligible for the FNCFS Funding Mechanism, ISC will enter into multi-year flexible agreement. Within the FNCFS Funding Mechanism:

- Recipients may redirect funding *in year* between the funded Program Services, Funding Strategies and Initiatives 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 to 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 9.
 - 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 FNCFS Funding Mechanism, 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 use funding on the FNCFS Program Services, Funding Strategies, or Supporting Initiatives for which funding was received and intended for, meaning that recipients may not redirect funding within the fiscal year to other FNCFS Program Services, Funding Strategies or Supporting Initiatives outlined in Section 4.
- Recipients may retain unexpended funding to support the objectives of the FNCFS Program in the following year, based on an unexpended funding plan approved by ISC and provided that unexpended funds are used for the purpose of which they were originally intended, as outlined in Section 4.

8.4 Basis for Payment

Payments will be issued to recipients based on their eligibility to receive funding under these FNCFS Program terms and conditions, and in accordance with the terms and provisions of the applicable funding agreement. Payments may be based on one or a combination of the following, as specified in the funding agreement:

- Reformed FNCFS Funding Approach outlined in section 8.1;
- proposal, plan, and budget supporting eligible activities and services as outlined in Section 4;

- reimbursement of eligible expenditures during the transition to the Reformed FNCFS program, including eligible expenditures outstanding from before the effective date of the regional agreement or before the effective date of the National Framework; or,
- achievement of predetermined performance expectations or milestones, if applicable.

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 First Nation Multi-Year Plan, and/or Child and Community Wellbeing Plan or FNCFS proposal.

Progress payments are subject to periodic reports of activities and expenditures incurred. ISC will process payments according 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 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 FNCFS planning, reporting and performance measures outlined in Section 9.

8.5 Stacking Limits

The stacking limit is the maximum level of total eligible 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 eligible expenditures for the activity being funded. For clarity, compensation under orders from the CHRT relating to file no T1340/7008 or 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 sources of revenue for stacking purposes.

9. PLANNING, REPORTING AND PERFORMANCE MEASUREMENT

9.1 FNCFS Program Planning and Reporting

Planning is intended to provide a better understanding of how the FNCFS Program is addressing child, youth, young adult, family, and community well-being priorities through a collaborative and coordinated approach to service delivery.

Data will be collected by recipients using various methods and sources and will meet requirements set out in [the reporting guide](#). Reporting requirements and frequency will be outlined in funding agreements.

9.1.1 First Nation Multi-Year Plan
Who: First Nations <i>First Nation Multi-Year Plan</i> outlines the details regarding the implementation of activities, specific initiatives for which funding is provided, in alignment with the FNCFS Program's Purpose and Objectives, and includes the planned expenditures for each funded service as outlined in Section 4.
9.1.2 Child and Community Wellbeing Plan
Who: FNCFS agencies and First Nation Service Providers <i>Child and Community Wellbeing Plan:</i> FNCFS agencies and First Nation Service Providers will co-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 Performance Measurement outlined in Section 9.2.
9.1.3 FNCFS Program Plan
Who: National, Regional, and Local Organizations The FNCFS Program Plan and budget include 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.
9.1.4 Negotiated Service-Level Agreement
Who: Provincial and Yukon Governments Negotiated service-level agreement between the Province/Yukon and Canada that aligns with the FNCFS Program and defines the level and scope of services, standards, accountability, roles and responsibilities, billing procedures, and reporting requirements.
9.1.5 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 Performance Measurement outlined in Section 9.2.

9.2 Performance Measurement and Financial Reporting

The FNCFS Program will collect, analyze, and report on data to demonstrate performance and achievement of outcomes identified in Section 3.3 of these terms and conditions. To support a balanced approach and reduce the reporting burden, funding recipients will be required to provide ISC, annually, only the performance data needed 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 outlined in the reporting guide.

All recipients will be required to report at least annually on the applicable plan for child and family services. The specific frequency of financial and performance reporting will be specified in the contribution agreement. Financial reviews will be conducted to ensure each recipient submits financial reports in accordance with its contribution agreement specifications. An annual audited financial statement is required in all cases.

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. Each year, reviews will be done to make sure the funding is being used for its intended purpose 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 seek to reduce these risks.

10. INTELLECTUAL PROPERTY

Where funding is provided for the development of material in which intellectual property subsists, conditions for shared rights will be set out in the funding agreement.

11. OFFICIAL LANGUAGES

The department will ensure that any member of the public can communicate with and obtain available services from the department, in relation to this program, in accordance with Part IV of the Official Languages Act. 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 Part VII of the Official Languages Act.

Part IV of the Official Languages Act does not apply when funding is further distributed.

11.1 Indigenous Languages Act

The FNCFS Program also supports 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*.

12. FURTHER DISTRIBUTIONS

Recipients may redistribute contributions, as per the terms of their contribution agreement. In doing so, however, recipients will not act as agents of the federal government.

Recipients have full independence in the selection of another service delivery organization (such as an authority, board, committee, or other entity authorized to act on behalf of the recipient), to redistribute contribution funding and will enter into a written agreement with the organization. The recipient remains liable to the department for the performance of its obligations under the contribution agreements with ISC. 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.

13. EFFECTIVE DATE

These terms and conditions are effective as of April 1, 2027.

As of the effective date, these terms and conditions also apply to any unexpended funding that has been carried forward from previous years and will be reflected in the funding agreements, where that funding is subject to an active funding agreement.

Eligible recipients may be reimbursed for eligible expenditures incurred between April 1st and March 31st of the previous fiscal year for funding agreements in place. Reimbursement of retroactive eligible expenditures requires the submission of supporting documentation in accordance with FNCFS Program guidelines and the approval of the FNCFS Program, subject to the parameters specified in both these terms and conditions and the contribution agreement.

ISC will support the transition to the Reformed FNCFS Program and will continue to meet its obligations arising from orders related to Canadian Human Rights Tribunal File T-1340-7008, until the effective date of any concluded regional agreement on long-term reform of the FNCFS Program or the National Framework, which are subject to the CHRT's approval. For clarity, the effective date of any regional agreement on long-term reform of the FNCFS Program and that of the National Framework may differ from the effective date of these terms and conditions.

Appendix A: FNCFS Program Under CHRT Oversight

A.1 CONTEXT

To the extent that the CHRT has retained its remedial oversight of the FNCFS Program per its orders in *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada* (File no T1340/7008), this Appendix to the terms and conditions supports the implementation of the CHRT's orders, including the immediate measures toward reform of the FNCFS Program. This Appendix is to be read in conjunction with, and forms part of, the First Nations Child and Family Services Program Terms and Conditions: Contributions to provide children, youth, young adults, families and communities, with prevention and protection services.

A.2 PROGRAM FUNDING

A.2.1 Funding Methodology

Under the 2018 CHRT 4 decision, until a new funding methodology is approved, Canada is funding eligible recipients on actual costs for intake and investigation, legal fees, building repairs, the child service purchase amount, and the full cost for small agencies.

As of April 1, 2022, First Nation Representative Services is funded outside Ontario at \$283 per person resident on reserve and in Yukon, adjusted annually based on inflation and population as recorded in the Indian Registry System. Funding is automatically included in the First Nation's FNCFS Program funding agreement and allocated as a lump sum at the beginning of each fiscal year. There is no need for First Nations to apply for this funding.

Per the 2021 CHRT 41 decision, until a new funding methodology is approved, Canada is funding eligible recipients for the full cost of capital to support the delivery of child and family services. First Nations, service providers, and agencies can submit claims for reimbursement of costs related to capital to Indigenous Services Canada (ISC) through the existing FNCFS claims process.

Per the amendments to 2018 CHRT 4 by the CHRT in 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. This funding is adjusted annually based on inflation and population as recorded in the Indian Registry System.

Funds will be directed to the First Nations and/or FNCFS Service Provider(s) responsible for the delivery of prevention services. These funds shall be eligible to be carried forward by the First Nation and/or FNCFS Service Provider(s).

As of April 1, 2022, the FNCFS Program funds Post-Majority Support Services to youth aging out of care and young adults who were formerly in alternative care up to their 26th birthday or to the age specified in the applicable child and family services legislation,

whichever age is greater. First Nations and FNCFS Service Providers can submit requests for the reimbursement of costs related to these services to ISC through the existing FNCFS claims process.

ISC will fund, as required by 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

A.2.2 Capital assets

Capital expenditures are funded according to the CHRT's orders (2021 CHRT 41) to support infrastructure and capital required to support the delivery of child and family services 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.

A.2.3 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.

A.2.4 Maximum amount payable

The department has a temporary exception to item 8 of Appendix E of the Directive on Transfer Payments when the CHRT continues its oversight. The maximum amount that can be paid is the full eligible cost of approved expenses. These expenses must be approved by ISC and meet the requirements in Section A.2.5 (Basis for Payment) or any required payment rates.

A.2.5 Basis for payment

Payments will be made in accordance with federal policies as reflected in the recipient's 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.

To decide if a cost is reasonable, ISC will consider whether it is consistent with the CHRT's legal orders and helps ensure fair and culturally appropriate services. The cost must be needed to meet the unique needs and circumstances of the child, youth, family, or community, including their cultural background, history, and location.

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.

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 actual costs 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.

A.2.6 Stacking limits

The stacking limit is the maximum level of total eligible 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 eligible expenditures for the activity being funded. For clarity, compensation under orders from the CHRT relating to file no T1340/7008 or 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 sources of revenue for stacking purposes.

^[1] 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.

Appendix 8: 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 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 RQAF aims to combine the subject- and region-specific data of the Remoteness Quotient and the Canada-wide application of the Cost Adjustment Factor. 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, the Cost Adjustment Factor's cost estimates are slightly too high when applied to child and family services. The RQAF therefore multiplies the Cost Adjustment Factor by 0.879.

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: $[(0.709 * \text{the First Nation's 2021 Index of Remoteness score}) + (0.704 * 1 \text{ if the First Nation is not connected by all-weather road to Canada's main road network, and } 0 \text{ if the First Nation is connected})] * 0.879$, 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 three fictional First Nations and for a fictional FNCFS Agency affiliated with those three First Nations.

	Population	2021 Index of Remoteness	Road Connected	Calculation	RQAF
First Nation A	1,000	0.67	No	$[(0.709 \times 0.67) + (0.704 \times 1)] \times 0.879$	104%
First Nation B	2,000	0.45	Yes	$(0.709 \times 0.45) \times 0.879$	28%
First Nation C	1,200	0.28	Yes	N/A	0%
FNCFS Agency X	4,200 (total of First Nation population)	N/A	N/A	$104\% \times (1,000/4,200) + 28\% \times (2,000/4,200) + 0\% \times (1,200/4,200)$	38%

Appendix 9: Funding and Administration of Capital Commitments

This appendix details how ISC will administer capital funding under the Reformed FNCFS Program. It specifies the process by which ISC will determine approval of capital projects and the funding sources from which ISC will fund approved capital projects.

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. 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 National Framework’s total capital funding of \$2,464 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 National Framework.
- 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 National Framework’s total capital amount of \$2,464 million. ISC will draw the funding for such a request or proposal from the National Framework’s total capital amount regardless of the approval process applied to the request or proposal.

Appendix 10: Modifications if the Effective Date is after March 31, 2028

This appendix details the necessary changes to the National Framework if the Effective Date occurs after March 31, 2028.

1. If the Effective Date is on or before March 31, 2028, the dates and the fiscal years in the paragraphs given in the National Framework apply as written, without modification. For clarity, total funding in fiscal year 2027-2028 will be reduced as described in paragraph 50 if the Effective Date is later than September 30, 2027. The funding amounts set out in paragraphs 4 and 6 will be likewise reduced.
2. If the Effective Date is in fiscal year 2028-2029, this National Framework will be modified as follows:
 - a) all funding allocated to 2027-2028 will no longer be available. Funding amounts that are described in the National Framework as for the Initial Funding Period, seven fiscal years or the Term of the National Framework will be consequently reduced and references to seven fiscal years will be shortened to six fiscal years. For greater clarity, funding amounts to be consequently reduced include funding amounts in paragraphs 4, 6, 28 and 29;
 - b) the date of April 1, 2027 will be brought forward by one year in paragraphs 3(z), 3(bbb), 4, 17 and 40(d)(ii);
 - c) the date of September 30, 2027 will be brought forward by one year in paragraphs 50(b), 50(c), 50(e), 50(h)(ii)a and 50(h)(ii)b;
 - d) the date of March 31, 2028 will be brought forward by one year in paragraphs 8(c), 18(b) and 40(b)(iv)a;
 - e) the date of April 1, 2028 will be brought forward by one year in paragraphs 50(a)(iv), 50(g)(ii), 50(h)(v), and 51;
 - f) the date of September 20, 2028 will be brought forward by one year in paragraphs 50(a)(iii) and 50(g)(i);
 - g) the date of October 1, 2027 will be brought forward by one year in paragraph 40(d)(ii) and 40(d)(iii);
 - h) fiscal year 2027-2028 will be brought forward to fiscal year 2028-2029 in paragraphs 22, 23, 26, 40(b)(iv), 40(d)(ii), 46, 50, 50(a)(ii), 50(a)(iii), 50(b),

50(c), 50(d), 50(e), 50(f)(i), 50(g)(i), 50(h)(i), 50(h)(ii), 50(h)(ii)a, 50(h)(ii)b, 50(h)(iii), 50(h)(iv), 52(b), 52(d) and 59;

- i) the mention of fiscal year 2027-2028 in paragraph 36 and 38 will be removed;
- j) fiscal year 2026-2027 in paragraph 46 will be brought forward by one year;
- k) fiscal year 2028-2029 in paragraphs 18(b) and 33 will be brought forward by one year;
- l) amounts in paragraphs 22, 23 and 26 will be adjusted for inflation to fiscal year 2028-2029; and
- m) PART IX – HOUSING FUNDING will be removed.

3. If the Effective Date is in fiscal year 2029-2030, this National Framework will be modified as follows:

- a) all funding allocated to 2027-2028 and 2028-2029 will no longer be available. Funding amounts that are described in the National Framework as for the Initial Funding Period, seven fiscal years or the Term of the National Framework will be consequently reduced and references to seven fiscal years will be shortened to five fiscal years. For greater clarity, funding amounts to be consequently reduced include funding amounts in paragraphs 4, 6, 28 and 29;
- b) the date of April 1, 2027 will be brought forward by two years in paragraphs 3(z), 3(bbb), 4, 17 and 40(d)(ii);
- c) the date of September 30, 2027 will be brought forward by two years in paragraphs 50(b), 50(c), 50(e), 50(h)(ii)a and 50(h)(ii)b;
- d) the date of March 31, 2028 will be brought forward by two years in paragraphs 8(c) and by one year in paragraphs 18(b) and 40(b)(iv)a;
- e) the date of April 1, 2028 will be brought forward by two years in paragraphs 50(a)(iv), 50(g)(ii), 50(h)(v), and 51;
- f) the date of September 20, 2028 will be brought forward by two years in paragraphs 50(a)(iii) and 50(g)(i);
- g) the date of October 1, 2027 will be brought forward by two years in paragraph 40(d)(ii) and 40(d)(iii);

- h) fiscal year 2027-2028 will be brought forward to fiscal year 2029-2030 in paragraphs 22, 23, 26, 40(b)(iv), 40(d)(ii), 46, 50, 50(a)(ii), 50(a)(iii), 50(b), 50(c), 50(d), 50(e), 50(f)(i), 50(g)(i), 50(h)(i), 50(h)(ii), 50(h)(ii)a, 50(h)(ii)b, 50(h)(iii), 50(h)(iv), 52(b), 52(d) and 59;
 - i) paragraphs 36 and 38 will be removed;
 - j) fiscal year 2026-2027 in paragraph 46 will be brought forward by one year;
 - k) fiscal year 2028-2029 in paragraphs 18(b) and 33 will be brought forward by two years;
 - l) amounts in paragraphs 22, 23 and 26 will be adjusted for inflation to fiscal year 2028-2029; and
 - m) PART IX – HOUSING FUNDING will be removed.
4. If the Effective Date is in fiscal year 2030-2031, this National Framework will be modified as follows:
- a) all funding allocated to 2027-2028, 2028-2029, and 2029-2030 will no longer be available. Funding amounts that are described in the National Framework as for the Initial Funding Period, seven fiscal years or the Term of the National Framework will be consequently reduced and references to seven fiscal years will be shortened to four fiscal years. For greater clarity, funding amounts to be consequently reduced include funding amounts in paragraphs 4, 6, 28 and 29;
 - b) the date of April 1, 2027 will be brought forward by three years in paragraphs 3(z), 3(bbb), 4, 17 and 40(d)(ii);
 - c) the date of September 30, 2027 will be brought forward by three years in paragraphs 50(b), 50(c), 50(e), 50(h)(ii)a and 50(h)(ii)b;
 - d) the date of March 31, 2028 will be brought forward by three years in paragraphs 8(c) and by one year in paragraphs 18(b) and 40(b)(iv)a;
 - e) the date of April 1, 2028 will be brought forward by three years in paragraphs 50(a)(iv), 50(g)(ii), 50(h)(v), and 51;
 - f) the date of September 20, 2028 will be brought forward by three years in paragraphs 50(a)(iii) and 50(g)(i);

- g) the date of October 1, 2027 will be brought forward by three years in paragraph 40(d)(ii) and 40(d)(iii);
- h) fiscal year 2027-2028 will be brought forward to fiscal year 2030-2031 in paragraphs 22, 23, 26, 40(b)(iv), 40(d)(ii), 46, 50, 50(a)(ii), 50(a)(iii), 50(b), 50(c), 50(d), 50(e), 50(f)(i), 50(g)(i), 50(h)(i), 50(h)(ii), 50(h)(ii)a, 50(h)(ii)b, 50(h)(iii), 50(h)(iv), 52(b), 52(d) and 59;
- i) paragraphs 22 and 23 will be removed;
- j) fiscal year 2026-2027 in paragraph 46 will be brought forward by three years;
- k) fiscal year 2028-2029 in paragraphs 18(b) and 33 will be brought forward by three years;
- l) amounts in paragraphs 22, 23 and 26 will be adjusted for inflation to fiscal year 2028-2029; and
- m) PART IX – HOUSING FUNDING will be removed.

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.

Appendix 11: National FNCFS Arbitration Board Policy

1. Background and Objective

On December 22, 2025, Canada submitted to the Canadian Human Rights Tribunal (“Tribunal”) its *National First Nations Child and Family Services Long-Term Reform Plan and Requested Remedies Outside Ontario*, centered on negotiating regional agreements on reform of the First Nations Child and Family Services (“FNCFS”) Program within a National Framework, with implementation targeted for April 1, 2027.

Subject to the Tribunal’s approval of the National Framework, which includes Regional FNCFS Program Reform Agreements, a National FNCFS Arbitration Board will be established to allow disputes arising under the Reformed FNCFS Program to be heard and resolved in a way that is accessible, fair and culturally-appropriate, by a body specialized in issues of First Nations child and family services and independent of government. The National FNCFS Arbitration Board will arbitrate funding and implementation disputes from all regions except Ontario. The National FNCFS Arbitration Board will include the necessary supports for claimants, including cultural officers, navigators and duty counsel.

The National FNCFS Arbitration Board will be accessible to parties to Regional FNCFS Program Reform Agreements (“Parties”), to FNCFS Regional Tables (represented by a member authorized by the table to bring the dispute before the National FNCFS Arbitration Board) and to all First Nations and FNCFS Service Providers outside Ontario.

Canada will make best efforts to propose to Parliament, after consultation with rights-holders, the legislation required to establish an independent national FNCFS dispute resolution tribunal, which would replace the arbitration process set out in this Policy with a decision-making body established by law. This Policy will apply until such legislation has been passed by Parliament and has come into effect.

2. Overview

2.1. Definitions

- (a) “**Administrative Team**” means an administrative team whose purpose is to support the operation of the National FNCFS Arbitration Board.
- (b) “**ADRIC Arbitration Rules**” means the Arbitration Rules of the ADR Institute of Canada in force at the time of a Notice to Arbitrate is served.
- (c) “**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.
- (d) “**Appeal Panel**” means a panel of three (3) Arbitrators appointed consensually or by the process set out in this Policy to adjudicate appeals from a decision of an Appointed Arbitrator.
- (e) “**Appointed Arbitrator**” means an Arbitrator appointed consensually or by the process set out in this Policy to arbitrate a Dispute.

- (f) **“Arbitration Agreement”** means an agreement between a FNCFS Regional Table or a Claimant and Canada, in which a FNCFS Regional Table or a Claimant party to a Dispute agrees to use the Arbitration Process set out in this Policy in relation to that Dispute under the applicable provincial or territorial law governing arbitration.
- (g) **“Arbitration Process”** means the process by which Reform Implementation Disputes or Claimant Disputes are arbitrated, as the case may be, as set out in sections 4 and 5 of this Policy.
- (h) **“Arbitrator”** means an Arbitrator selected by the President, as set out in section 3.3.2.1., and appointed to the Roster of Arbitrators to serve, once appointed consensually or by the process set out in this Policy, as an Appointed Arbitrator or on an Appeal Panel in relation to a specific Dispute.
- (i) **“Claimant”** means a First Nation or FNCFS Service Provider that initiates a Claimant Dispute.
- (j) **“Claimant Dispute”** has the meaning set out in section 2.2.2.
- (k) **“Cultural Officer”** means the person who is charged with giving advice to an Appointed Arbitrator related to aspects of an Arbitration 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 the relevant Regional FNCFS Program Reform Agreement or the National Framework.
- (l) **“Dispute”** means a Reform Implementation Dispute or a Claimant Dispute.
- (m) **“Dispute Decision”** means a decision rendered by an Appointed Arbitrator or an Appeal Panel, as the context requires.
- (n) **“First Nation”** means a “band” as defined in subsection 2(1) of the *Indian Act*, RSC, 1985, C I-5, as amended, located in Yukon or in any province except Ontario, and which is delivering services and receives funding under the Reformed FNCFS Program.
- (o) **“FNCFS Regional Table”** means a governance body established in a Province or Yukon to oversee the implementation of the Reformed FNCFS Program in relation to First Nations and FNCFS Service Providers not subject to a Regional FNCFS Program Reform Agreement.
- (p) **“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, provincial and Yukon governments are not FNCFS Service Providers.
- (q) **“IBA Rules on the Taking of Evidence in International Arbitration”** means the International Bar Association Rules on the Taking of Evidence in International Arbitration in force as of August 26, 2026.
- (r) **“ISC”** means Indigenous Services Canada and any successor department thereto.
- (s) **“National FNCFS Arbitration Board”** is the entity consisting of the President and Arbitrators as assigned individually or in panels to hear Disputes referred to in section 2.2.
- (t) **“National Framework”** means the *National Framework for Long-Term Reform of the First Nations Child and Family Services Program*, filed with

the Canadian Human Rights Tribunal on December 22, 2025 under the complaint with the Tribunal bearing file number T1340/7008, as updated on October 5, 2026, which includes any Regional FNCFS Program Reform Agreements.

- (u) **“National Secretariat”** means the organization selected by ISC to serve as a National Secretariat for data and knowledge translation under the Reformed FNCFS Program.
- (v) **“Notice to Arbitrate”** means the form used to commence a Dispute and which contains the information required by the ADRIC Arbitration Rules.
- (w) **“Party”** means a party to a Regional FNCFS Program Reform Agreement.
- (x) **“Participating Party”** means a party to a Reform Implementation Dispute.
- (y) **“President”** means the National FNCFS Arbitration Board President, being the person appointed by the Governor in Council to act as a secretary general for the National FNCFS Arbitration Board.
- (z) **“Province”** means Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec or Saskatchewan.
- (aa) **“provincial government”** means the government of a Province.
- (bb) **“provincial or territorial superior court”** are courts of plenary jurisdiction established under section 96 of the *Constitution Act, 1867*.
- (cc) **“Reform Implementation Dispute”** has the meaning set out in section 2.2.1.
- (dd) **“Reformed FNCFS Funding Approach”** means the multi-year funding structure in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec, Saskatchewan and Yukon 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 of the National Framework.
- (ee) **“Reformed FNCFS Program”** means the FNCFS Program in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec, Saskatchewan and Yukon upon and after the implementation of the Reformed FNCFS Funding Approach.
- (ff) **“Regional FNCFS Program Reform Agreements”** means the *Final Agreement on Long-Term Reform of The First Nations Child And Family Services Program for Saskatoon Tribal Council Health and Family Services Inc. and Saskatoon Tribal Council First Nations* and any additional regional or sub-regional agreements pertaining to long-term reform of the FNCFS Program concluded based on the National Framework, with the exception of the *Final Agreement on Long-Term Reform of the FNCFS Program in Ontario*].
- (gg) **“Regional Program Assessments”** means the process outlined in PART XV – REFORMED FNCFS REGIONAL PROGRAM ASSESSMENTS of the National Framework or in any Regional FNCFS Program Reform Agreement,

- and includes the Initial Regional Program Assessments and Second Regional Program Assessments.
- (hh) **“Regional Program Assessment Opinions”** has the meaning given to such term in paragraphs 135 and 136 of the National Framework or in any Regional FNCFS Program Reform Agreement, and includes the Initial Regional Program Assessment Opinions and the Second Regional Program Assessment Opinions.
 - (ii) **“Regional Program Assessment Organizations”** means the organizations selected by the National Secretariat, with advice from the FNCFS Regional Tables, to conduct the Regional Program Assessments outlined in PART XV – REFORMED FNCFS REGIONAL PROGRAM ASSESSMENTS of the National Framework, or the organization selected by any Regional Reform Implementation Committee to conduct the Regional Program Assessments pursuant to any Regional FNCFS Program Reform Agreement.
 - (jj) **“Regional Program Assessment Reports”** means the reports outlined in PART XV – REFORMED FNCFS REGIONAL PROGRAM ASSESSMENTS of the National Framework or in any Regional FNCFS Program Reform Agreement.
 - (kk) **“Regional Reform Implementation Committee”** means any regional governance body established or mandated under a Regional FNCFS Program Reform Agreement to oversee the implementation of the Reformed FNCFS Program in the region or sub-region covered by that agreement.
 - (ll) **“Roster of Arbitrators”** means the roster of Arbitrators established and maintained by the President, as set out in section 3.3.2.1., who are available to arbitrate Disputes.
 - (mm) **“Service Provider Funding Adjustment Request”** means a request made by a First Nation or FNCFS Service Provider to ISC in accordance with paragraphs 141 and 142 of the National Framework or the concordant paragraphs contained in any Regional FNCFS Program FNCFS Program Agreement.

2.2. Types of Disputes

The National FNCFS Arbitration Board will have authority to arbitrate two types of disputes: Reform Implementation Disputes and Claimant Disputes.

2.2.1. Reform Implementation Disputes

A Reform Implementation Dispute is a dispute, controversy, disagreement, or claim of a Party or FNCFS Regional Table that arises out of:

- (a) *in the case of a Party:*
 - the relevant Regional FNCFS Program Reform Agreement, including any question regarding its existence, validity, termination, implementation, application, and interpretation and/or breach, other than a Claimant Dispute; or,
 - a decision by Canada as to whether or how any recommendations of the Regional Reform Implementation Committee will be

implemented, including any recommendation contained in the Initial Regional Program Assessment Opinion;

(b) *in the case of a FNCFS Regional Table:*

- the implementation, application, and interpretation and/or breach of Canada's commitments under the National Framework in the FNCFS Regional Table's Province or Yukon, other than a Claimant Dispute; or,
- a decision by Canada as to whether or how any recommendations of the FNCFS Regional Table will be implemented, including any recommendation contained in the Initial Regional Program Assessment Opinion.

A Reform Implementation Dispute does not include:

- (a) a dispute concerning Canada's decision about whether or how any recommendations of any Regional Reform Implementation Committee or FNCFS Regional Table contained in their respective Second Regional Program Assessment Opinion will be implemented;
- (b) a claim that Canada has failed to obtain or advance the Funding Commitment set out in any Regional FNCFS Program Reform Agreement, or any claim for breach of contract, action in tort or other claim that Canada has breached that Regional FNCFS Program Reform Agreement by failing to obtain, appropriate, or make available to First Nations or FNCFS Service Providers the funding provided for in that Regional FNCFS Program Reform Agreement;
- (c) a claim that Canada has failed to obtain, appropriate or make available the funding provided in PART IV – FUNDING COMMITMENT of the National Framework;
- (d) a dispute concerning Canada's decision about whether or how to implement any recommendations from any Regional Reform Implementation Committee or FNCFS Regional Table that require an amendment to the relevant Regional FNCFS Program Reform Agreement or the National Framework, unless the dispute concerns Canada's decision about whether or how any recommendations of a Regional Reform Implementation Committee or a FNCFS Regional Table contained in their respective Initial Regional Program Assessment Opinion shall be implemented; or
- (e) a dispute, controversy, disagreement, or claim of a Party or a FNCFS Regional Table that arises out of a fact situation occurring after the expiration or termination of the relevant Regional FNCFS Program Reform Agreement or the expiration of the National Framework.

The Arbitration Process outlined in section 4 is the exclusive procedure for resolving Reform Implementation Disputes from Parties.

The Arbitration Process outlined in section 4 is also the exclusive procedure for resolving Reform Implementation Disputes from a FNCFS Regional Table that has consented to the use of the Arbitration Process for the dispute at issue.

FNCFS Regional Tables are not obligated to resolve matters that would fall within the definition of a Reform Implementation Dispute by way of the Arbitration Process and may seek remedies to which they may be entitled for such matters in any way they choose, including by pursuing a claim in a court of competent jurisdiction or under the *Canadian Human Rights Act*, RSC, 1985, c H-6.

2.2.2. Claimant Disputes

A Claimant Dispute is a dispute, controversy, disagreement, or claim of a First Nation or FNCFS Service Provider which arises out of:

- (a) the failure to advance the funding allocation of a particular First Nation or FNCFS Service Provider as set out in the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (b) the accuracy of a First Nation's or FNCFS Service Provider's funding allocation provided under the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (c) the entitlement of a First Nation or FNCFS Service Provider to be funded for any amount under the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (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.

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 Arbitration Process described in sections 4 and 5.

The Arbitration Process for Claimant Disputes described in sections 4 and 5 is not intended to abrogate or derogate from a Claimant's rights under the *Canadian Human Rights Act*, R.S.C., 1985, c. H-6.

A First Nation or FNCFS Service Provider is not obligated to resolve matters described in this section by way of the Arbitration 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.

The Arbitration Process for Claimants Disputes outlined in sections 4 and 5 is the exclusive procedure for resolving Claimant Disputes from any Claimant who has consented to the use of the Arbitration Process in relation to a specific dispute.

2.3. Jurisdiction of Appointed Arbitrator and Appeal Panel

2.3.1. Reform Implementation Disputes – Appointed Arbitrator

In considering a Reform Implementation Dispute, an Appointed Arbitrator shall assess the reasonableness of Canada's decision that gave rise to the Reform Implementation Dispute, considering only the materials that were before Canada's decision maker and the written reasons for decision, if any.

Alternatively, where a Reform Implementation Dispute arises but Canada has not made a decision to be reviewed, an Appointed Arbitrator shall consider the circumstances giving rise to the Reform Implementation Dispute.

In any Reform Implementation Dispute, an Appointed Arbitrator has jurisdiction to:

- (a) process, arbitrate, and resolve Disputes, including by making procedural and substantive decisions;
- (b) lengthen or shorten any time limit established by the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (c) decide any procedural or evidentiary question arising during the hearing;
- (d) on request of a Participating Party, order any Participating Party to take any reasonable interim measure as the Appointed Arbitrator may consider necessary in respect of the subject matter of a Dispute;
- (e) order such remedies as are permitted under this Policy, having regard to the parameters of the Arbitration Process and the limitations and remedies set out in this section and in section 2.3.4.;
- (f) order funding to a particular First Nation or FNCFS Service Provider as set out in the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (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 Participating Party's legal costs on such terms as are just and in accordance with the Department of Justice's external agent counsel rates.

2.3.1.1. Recommendations arising out of Initial Regional Program Assessment Opinion

In a Reform Implementation Dispute concerning Canada's decision about whether or how any recommendations of a Regional Reform Implementation Committee or a FNCFS Regional Table contained in their respective Initial Regional Program Assessment Opinion shall be implemented, an Appointed Arbitrator 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 outlined in section 2.3.4.

In conducting its review, the Appointed Arbitrator shall consider, among other factors:

- (a) whether the recommendations contained in the Initial Regional Program Assessment Opinion are consistent with the principles and limitations regarding Initial Regional Program Assessment Opinions outlined in paragraphs 135 and 136 of the National Framework or any variations of

- those principles that may be contained in the relevant Regional FNCFS Program Reform Agreement;
- (b) whether the recommendations contained in the Initial Regional Program Assessment Opinion require an amendment to the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (c) the relevant Regional Program Assessment Report; and
- (d) Canada's reasons for its decision, if any.

2.3.2. Reform Implementation Disputes – Appeal Panel

An Appeal Panel, when reviewing the decision of an Appointed Arbitrator in a Reform Implementation Dispute, shall conduct a de novo assessment of the reasonableness of Canada's decision that gave rise to the Reform Implementation Dispute, based on the record before the Appointed Arbitrator and, where the context requires, the factors set out in section 2.3.1.1.

An Appeal Panel has the same jurisdiction as an Appointed Arbitrator in relation to a Reform Implementation Dispute, as set out in section 2.3.1., and in addition may uphold Canada's decision or substitute its own decision, subject to the limitations set out in section 2.3.4.

2.3.3. Claimant Disputes – Appointed Arbitrator

In considering a Claimant Dispute, an Appointed Arbitrator 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. In addition, an Appointed Arbitrator 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 Appointed Arbitrator finds relevant and appropriate in the circumstances.

In considering a Claimant Dispute, an Appointed Arbitrator has the jurisdiction to:

- (a) process, arbitrate, and resolve Disputes, including by making procedural and substantive decisions;
- (b) lengthen or shorten any time limit established by the relevant Regional FNCFS Program Reform Agreement or the National Framework; 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 Appointed Arbitrator may consider necessary in respect of the subject matter of the Claimant Dispute;
- (e) order such remedies as are permitted under this Policy, having regard to the parameters of the Arbitration Process and the limitations and remedies set out in sections 2.3.2. and 2.3.4.;

- (f) order funding to a particular First Nation or FNCFS Service Provider as set out in the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (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.

2.3.4. Limitations on Jurisdiction – Appointed Arbitrator and Appeal Panel in all Disputes

With respect to both Reform Implementation Disputes and Claimant Disputes, an Appointed Arbitrator and an Appeal Panel do not have jurisdiction to:

- (a) amend any provision of any Regional FNCFS Program Reform Agreement or the National Framework;
- (b) award general damages, punitive damages, or damages for discrimination;
- (c) determine a claim regarding the Parliament of Canada's failure to appropriate sufficient funding to satisfy Canada's funding commitment pursuant to any Regional FNCFS Program Reform Agreement or pursuant to PART IV – FUNDING COMMITMENT of the National Framework;
- (d) expand the jurisdiction of an Appointed Arbitrator or an Appeal Panel;
- (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 the relevant Regional FNCFS Program Reform Agreement or the National Framework;
- (f) reduce the level of the overall funding commitment provided for under any Regional FNCFS Program Reform Agreement or the National Framework;
- (g) make orders in the Arbitration Process for Claimant Disputes 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 the relevant Regional FNCFS Program Reform Agreement or the National Framework; or
- (i) introduce additional indexation factors (for example, new methods of calculation of population growth or inflation).

2.4. Principles and Rules Applicable to Arbitration of Disputes

2.4.1. General

An Appointed Arbitrator shall decide all Disputes in accordance with the relevant Regional FNCFS Program Reform Agreement or the National Framework and in particular its purposes and principles.

An Appointed Arbitrator 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.

All Disputes shall be resolved under the ADRIC Arbitration Rules in force at the time of a Notice to Arbitrate being served, as modified by this Policy.

The Appointed Arbitrator 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 Policy; and
- (d) the Federal Court's Practice Guidelines For Aboriginal Law Proceedings April 2016, section D on Elder Evidence.

An Appointed Arbitrator may,

- (a) in the same manner and to the same extent as a provincial or territorial court, 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 Appointed Arbitrator 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 Appointed Arbitrator sees fit, whether or not that evidence or information is or would be admissible in a court of law.

An Appointed Arbitrator or Appeal Panel 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.

2.4.2. Disputes Delivered Prior to March 31, 2034

Where a Party, a FNCFS Regional Table or a 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 the relevant Regional FNCFS Reform Agreement or the National Framework, the dispute shall be decided in accordance with the relevant Regional FNCFS Program Reform Agreement or the National Framework, notwithstanding the expiry or termination of that Regional FNCFS Program Reform Agreement, however caused, or the expiry of the National Framework.

After March 31, 2034, the National FNCFS Arbitration Board shall continue to operate only with regard to concluding pending claims and shall be funded by

Canada to do so for a period of six (6) months from the conclusion of any hearings of the National FNCFS Arbitration Board.

2.4.3 Nature of Dispute Decisions

A Dispute Decision relating to a Reform Implementation Dispute brought by a Participating Party shall be binding on all Parties to the relevant Regional FNCFS Program Reform Agreement, regardless of whether the Party chose to participate in the arbitration of the dispute.

A Dispute Decision relating to a Reform Implementation Dispute brought by a member of a FNCFS Regional Table authorized by the FNCFS Regional Table to bring such dispute in the name of the FNCFS Regional Table shall be binding on ISC and all members of the FNCFS Regional Table.

A Dispute Decision relating to a Claimant Dispute shall be binding on the Claimant and ISC.

2.4.4. Judicial Intervention and Appeal to Provincial or Territorial Courts

Reform Implementation Disputes and Claimant Disputes shall be governed by the provincial or territorial law governing arbitration where the Claimant, the Party or the FNCFS Regional Table is located. Where the provincial or territorial law governing arbitration is inconsistent with this Policy and/or the ADRIC Rules, the Policy and/or ADRIC Rules are intended to prevail.

Where permitted by the relevant provincial or territorial law governing arbitration, a Party, a FNCFS Regional Table, a Claimant, or Canada may appeal, without leave, an Appeal Panel's Dispute Decision to the court specified in the provincial or territorial law governing arbitration on a question of law or a question of mixed fact and law, but not on a question of fact.

An Appeal Panel's Dispute Decision shall be final and binding, unless it is set aside or varied by a provincial or territorial court on the basis set out in the relevant provincial or territorial law governing arbitration.

2.4.5. Confidentiality

Notwithstanding the ADRIC Arbitration Rules, on application of any party to any Dispute, an Appointed Arbitrator or Appeal Panel may order that all or some of an Appointed Arbitrator's procedures, hearings, and documents or interim orders and decisions shall remain strictly confidential between the parties to the Dispute. Appointed Arbitrators and Appeal Panels shall respect the parties' agreement for confidentiality if parties agree and request confidentiality orders.

Unless otherwise ordered, all decisions of an Appointed Arbitrator or an Appeal Panel shall be made public in a manner that will be determined by the President within ninety (90) days of its appointment.

2.4.6. Language

The language of the Arbitration Process for Reform Implementation Disputes, including the hearings, documentation, and Dispute Decision, shall be English or French as selected by the Participating Party who commenced the dispute.

The language of the Arbitration Process for Claimant Disputes, including the hearings, documentation, and Dispute Decisions, shall be English, French, or an Indigenous language, where ordered by an Appointed Arbitrator or Appeal Panel.

2.4.7. Communications

Arbitrators shall not communicate with any party to any Dispute:

- (a) orally, except in the presence of all other parties to the Dispute; or
- (b) in writing, without simultaneously sending a copy of that communication to all parties to the Dispute.

3. Establishment of the National FNCFS Arbitration Board

3.1. Establishment of the National FNCFS Arbitration Board

As soon as reasonable after the approval of Canada's National Framework by the Canadian Human Rights Tribunal or as necessary, the Federal Court or further Appellate Court, the President of the National FNCFS Arbitration Board shall be appointed by Order-in-Council further to section 3.3.1. The President, with the support of the Administrative Team, shall establish the National FNCFS Arbitration Board.

Once in effect, the National FNCFS Arbitration Board shall replace the existing appeals process under the FNCFS Program, which applies for complaints from First Nations or FNCFS Service Providers. However, the existing appeals process shall continue to apply to those disputes that are pending at the time the National FNCFS Arbitration Board comes into effect.

ISC shall pay any costs or expenditures ordered by the National FNCFS Arbitration Board as set out in this Policy in respect of a claim brought before it.

3.2. Administration of the National FNCFS Arbitration Board

The work of the National FNCFS Arbitration Board shall be supported by the following roles within it:

- (a) National FNCFS Arbitration Board President;
- (b) Administrative Team;
- (c) Navigators;
- (d) Duty counsel; and
- (e) Cultural Officers.

3.3. National FNCFS Arbitration Board President and Arbitrators

3.3.1. National FNCFS Arbitration Board President

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 Parties.

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. The President may be appointed for a second term.

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.

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 Parties and FNCFS Regional Tables, 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.

3.3.2. Roster of Arbitrators

3.3.2.1. Selection of Arbitrators

The President shall, within ninety (90) days of their appointment and following consultation with Parties, select and maintain a Roster of Arbitrators who shall serve as Arbitrators of all Disputes (Reform Implementation Disputes and Claimant Disputes). Following the establishment of FNCFS Regional Tables, the President may appoint, following consultation with FNCFS Regional Tables, additional Arbitrators to the Roster of Arbitrators who shall serve as Arbitrators of all Disputes (Reform Implementation Disputes and Claimant Disputes). The President shall be responsible for establishing and implementing the procedure for the selection of Arbitrators.

Canada shall enter into contractual arrangements with the selected Arbitrators which will establish the terms of their payment once selected by the President.

The Roster of Arbitrators selected by the President following approval of Canada's National Framework and consultation with Parties shall be composed of a number of Arbitrators, but no fewer than twelve (12), necessary to ensure the timely adjudication of Disputes. Arbitrators 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.

The President shall select Arbitrators who:

- (a) have expertise in the matters addressed by the Regional FNCFS Program Reform Agreements and the National Framework; 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 arbitrators or adjudicators of administrative tribunals or other like bodies; or
- (e) are retired judges or justices of the peace.

Within the Roster of Arbitrators appointed by the President following approval of Canada's National Framework and consultation with Parties, at least six (6) Arbitrators shall have a law degree.

The President shall aspire to gender parity and regional representation in the composition of the Roster of Arbitrators.

The President shall select Arbitrators with a preference in favour of Arbitrators who are persons recognized as citizens or members of a First Nation.

3.3.2.2. Vacancy or Incapacity

If a selected Arbitrator resigns or becomes unable to serve on the Roster of Arbitrators, a replacement Arbitrator shall be appointed as soon as reasonably possible, following the procedure that was used in the appointment of the Arbitrator being replaced.

3.4. Mandatory Training – Claimant Disputes

Any person selected for the Roster of Arbitrators, before being named to serve as an Appointed Arbitrator, must demonstrate that they have completed at least one five (5) day / forty (40) hour professional development course in adjudication and arbitration or that they hold equivalent experience, and must 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.

The cost of the training and professional development, if incurred after the appointment to the Roster, shall be reimbursed by ISC, once successfully completed.

4. Arbitration Procedures – All Disputes

4.1. Initiation of a Dispute

A Party or FNCFS Regional Table may initiate a Reform Implementation Dispute by delivering a Notice to Arbitrate, as prescribed in the ADRIC Arbitration Rules, copying all other Parties of the relevant Regional FNCFS Program Reform Agreement, or, in the case of a Dispute from a FNCFS Regional Table, copying ISC.

A Party or FNCFS Regional Table must deliver a Notice to Arbitrate within sixty (60) days of the Party or FNCFS Regional Table becoming aware of the circumstances giving rise to the Reform Implementation Dispute. Otherwise, the Party or FNCFS Regional Table shall be deemed to have waived their right to have the Reform

Implementation Dispute heard and forever waives their right to have the dispute heard by the National FNCFS Arbitration Board.

A Claimant may initiate a Claimant Dispute by delivering a Notice to Arbitrate and a signed 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 their right to have the Claimant Dispute heard and forever waives their right to have the dispute heard by the National FNCFS Arbitration Board.

Where a Notice to Arbitrate and Arbitration Agreement, if applicable, is delivered by a Party, by a FNCFS Regional Table 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 or of a Reform Implementation Dispute initiated by a FNCFS Regional Table, ISC must also deliver a signed Arbitration Agreement with its Answer to Notice.

Where a Claimant delivers a Notice to Arbitrate without a signed Arbitration Agreement, the timelines for the procedure of the arbitration shall be paused until the Claimant has delivered the signed Arbitration Agreement.

If a Claimant delivers a Notice to Arbitrate containing a technical defect or the lack of Arbitration Agreement, ISC shall, within thirty (30) days, direct the Claimant to appropriate information about the delivery of Notices to Arbitrate and Arbitration Agreements, and may direct the Claimant to Duty Counsel.

4.1.1. Notice to Arbitrate

A Notice to Arbitrate shall be in writing and contain the information set out in the ADRIC Arbitration Rules.

A Claimant may indicate in their Notice to Arbitrate if they would like the services of a Cultural Officer.

4.1.2. Arbitration Agreement

The President, following consultation with the Parties, shall establish a standard Arbitration Agreement form for First Nations, FNCFS Service Providers and FNCFS Regional Tables. The Arbitration Agreement shall mirror the elements of the Arbitration Process set out in this Policy and indicate the applicable provincial or territorial law governing arbitration for the Dispute at issue.

ISC shall make the standard Arbitration Agreement form publicly accessible on its website.

4.2. Appointment of Arbitrator and Appeal Panel

All Disputes shall be heard by an Appointed Arbitrator, selected consensually by the parties to the Dispute from among the Roster of Arbitrators.

Appeals shall be heard by a three (3)-person Appeal Panel, selected consensually by the parties to the Dispute from among the Roster of Arbitrators.

Where the parties to a Dispute cannot agree on the selection of an Arbitrator to serve as an Appointed Arbitrator or of Arbitrators to serve on an Appeal Panel, ADRIC will be asked to appoint an Arbitrator to serve as an Appointed Arbitrator or Arbitrators to serve on an Appeal Panel. Such Arbitrators shall only be selected or appointed according to the ADRIC arbitrator appointment protocol.

If an Appointed Arbitrator, Appeal Panel or an Arbitrator thereof becomes incapable of serving while seized of a dispute, the proceeding shall commence *de novo*. The timeframes applicable to that Appointed Arbitrator's or Appeal Panel's proceedings in respect of any Dispute shall be suspended until a replacement Appointed Arbitrator or Appeal Panel is selected.

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 Arbitrator to serve as an Appointed Arbitrator or of an Appeal Panel from outside the Roster of Arbitrators on consent, then ADRIC may appoint an Appointed Arbitrator or Appeal Panel composed of Arbitrators who are not on the Roster of Arbitrators.

4.3. Exchange of Positions and Documents

An Appointed Arbitrator may allow any party to any 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.

4.4. Mediation

The parties to any 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.

The mediator's reasonable fees and expenses shall be borne by Canada.

4.5. Manner of Proceedings

Unless the parties to a Dispute have agreed to proceed by way of written witness statements and argument, the Appointed Arbitrator shall convene an oral hearing.

Reform Implementation Disputes are presumptively open to public attendance, however, an Appointed Arbitrator may order that all or part of a hearing be closed to the public, on request of a Participating Party.

Claimants may request that a Claimant Dispute hearing be open to public attendance, however, an Appointed Arbitrator may order that all or part of a hearing be closed to the public, on request of a Claimant or Canada.

An Appointed Arbitrator shall strive to schedule hearings to be held on consecutive days until completion, taking into account schedules, witness availability, and need for preparation time.

4.6. Default of a Participating Party, Claimant or Canada

If, without explanation, any party to a Dispute fails to meet a timeline established by the ADRIC Arbitration Rules or by the Appointed Arbitrator's procedural order for taking a step in the Arbitration Process, the Appointed Arbitrator 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.

Before making an order further to a default of a party to a Dispute, the Appointed Arbitrator 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.

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 Appointed Arbitrator may continue the proceedings and make a Dispute Decision on the evidence before it.

4.7. Dispute Decisions

A Dispute Decision of an Appeal Panel shall be made by a majority of panel members.

A Dispute Decision shall be made in writing and shall state the reasons upon which it is based.

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

The Administrative Team shall deliver a copy of the Dispute Decision to each party to the Dispute.

A copy of a Claimant Dispute Decision must be delivered by the Administrative Team to the relevant FNCFS Regional Table or to each Party of the relevant Regional FNCFS Program Reform Agreement.

ISC must maintain a public registry of Claimant Dispute Decisions. The registry shall be subject to any confidentiality orders made by the Appointed Arbitrator.

5. Procedures specific to the Arbitration Process for Claimant Disputes

5.1. Shared Objectives

To the greatest extent possible, the Arbitration Process for Claimant Disputes will be governed by 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 Arbitration 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.

5.2. Navigators

The President with the support of the Administrative Team will ensure that sufficient Navigators are available to provide information to assist Claimants in filing Claimant Disputes and understanding the ADRIC Arbitration Rules and any supplementary rules of procedure that the President may adopt. Navigators will not provide legal advice.

Navigators are independent from ISC and Canada and will assist Claimants with understanding and accessing the Arbitration Process for Claimant Disputes, including by helping Claimants complete forms, collect documents for their hearings, prepare to answer questions from the Appointed Arbitrator, and understand their right to seek further review as provided for in the relevant provincial or territorial law governing arbitration.

5.3. Duty Counsel

The President with the support of the Administrative Team shall, within one hundred eighty (180) days of their appointment, establish a roster of Duty Counsel to assist Claimants by providing information and independent legal advice and assistance in relation to Claimant Disputes. Any Claimant can avail themselves of Duty Counsel.

Canada shall enter into contractual arrangements with the appointed Duty Counsel which will establish the terms of their engagement.

Duty Counsel shall be paid by ISC in accordance with the Department of Justice external agent counsel rates.

Duty Counsel are independent from ISC and Canada and shall assist Claimants with bringing their case before an Appointed Arbitrator or an Appeal Panel. Duty Counsel shall not represent Claimants before an Appointed Arbitrator or an Appeal Panel.

5.4. Claimant Participation Costs and Legal Fees

Where an Arbitrator so directs, ISC must pay the reasonable costs of a Claimant's participation in the Arbitration Process, including reasonable legal fees for legal representation before an Appointed Arbitrator or an Appeal Panel. Legal fees shall

be paid at the rates provided for by the Department of Justice external agent counsel rates.

5.5. Proactive Information Sharing – Duty Counsel

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

5.6. Intervention by a Party or FNCFS Regional Table

A Party or a FNCFS Regional Table may bring a motion to intervene in a Claimant Dispute that concerns a First Nation or an FNCFS Service Provider subject to the Party's Regional FNCFS Program Reform Agreement or that is within the region of the FNCFS Regional Table. The Appointed Arbitrator 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.

5.7. Participation of Cultural Officer

The President shall, within one hundred eighty (180) days of their appointment, establish a roster of Cultural Officers whose role it is to provide information and advice to the Appointed Arbitrator about culturally appropriate resolution of Claimant Disputes.

The President shall aspire to regional representation and cultural diversity in the composition of the roster of Cultural Officers and shall take into account any consultations required by any Regional FNCFS Program Reform Agreements.

Canada shall enter into contractual arrangements with the appointed Cultural Officers which will establish the terms of their payment.

Cultural Officers shall be paid by ISC at reasonable rates to be negotiated with ISC.

Cultural Officers must provide advice to the Appointed Arbitrator or Appeal Panel in an impartial manner and remain independent from any Participating Party or Claimant.

In every Claimant Dispute, the Appointed Arbitrator shall ask a Claimant if the Claimant wishes to have a Cultural Officer retained.

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

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.

The Cultural Officer may:

- (a) recommend that a representative knowledge keeper or elder sit with the Appointed Arbitrator 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 Appointed Arbitrator 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, a member of the FNCFS Regional Table or other support person to attend at any aspect of the Arbitration 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.

Any such recommendations or requests mentioned above are subject to the sole discretion of the Appointed Arbitrator, after hearing submissions on the question.

5.8. Expert Appointed by Appointed Arbitrator

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

5.9. Expenses of Appointed Arbitrator, Appeal Panel and Related

The fees for administration services provided by the Administrative Team, and the reasonable expenses of Appointed Arbitrators and Appeal Panels, including the cost of retaining experts, shall be borne by Canada.

5.10. Arbitration Process – Claimant Feedback

The Administrative Team shall establish a process to enable Claimants to share feedback and commentary relating to their experiences with the Arbitration Process.

The Administrative Team shall share this feedback and commentary with ISC and the relevant Regional Reform Implementation Committee or FNCFS Regional Table.

This is **Exhibit “C”** to the Affidavit
of Duncan Farthing-Nichol, affirmed remotely
before me on this 5th day of October, 2026.



A Commissioner, etc.

Shireen Sultan Adatia
Licensed Paralegal
LSO No.: P14203

Ministre des
Services aux Autochtones



Minister of
Indigenous Services

Ottawa, Canada K1A 0H4

Dear Chiefs:

It is with a sense of excitement that I write to you further to Canada submitting its plan to the Canadian Human Rights Tribunal on December 22, 2025, on the long-term reform of the First Nations Child and Family Services Program.

This plan aims to incorporate regional agreements within a national framework and represent a seven-year funding commitment of \$35.5 billion to March 31, 2034. Each regional agreement would reflect that region's proportional share of this commitment.

If there is interest in engaging with Canada on a regional agreement, you are invited to contact Lisa Legault, Director General of the First Nations Children and Family Program and Partnerships, by email at lisa.legault@sac-isc.gc.ca, to coordinate the way forward.

I eagerly anticipate hearing from my departmental officials about your interest in a regional agreement. It is my hope that this reform will support solutions designed by and for First Nations to keep children safe and connected to their families, cultures, and communities.

Yours sincerely,

The Honourable Mandy Gull-Masty, P.C., M.P.

This is **Exhibit “D”** to the Affidavit
of Duncan Farthing-Nichol, affirmed remotely
before me on this 5th day of October, 2026.



A Commissioner, etc.

Shireen Sultan Adatia
Licensed Paralegal
LSO No.: P14203

Child and Family Services

Building a Better
Future for First Nations
Families, Together



Indigenous Services
Canada

Services aux
Autochtones Canada

Canada ³³⁷

A message from The Honourable Mandy Gull-Masty, Minister of Indigenous Services Canada



"Too many of our children are being taken from their homes and grow up in care, causing generational pain and lasting trauma. This is not just a statistic; it is the lived reality of families. We need to work together — governments, communities, organizations, and families — to change this reality, and advance First Nations-led, community-driven solutions that prioritize family preservation and healing.

Canada has begun working with regional First Nations entities to negotiate regional agreements on the long-term reform of the First Nations Child and Family Services Program. These negotiations reflect the plan Canada has submitted to the Canadian Human Rights Tribunal in December 2025, which emphasizes the need for a comprehensive process that respects the regional realities, perspectives, and rights of all First Nations.

Negotiations will establish First Nations-led regional agreements across the country, within a national programmatic and funding framework, and will focus on addressing regional differences within a national reform context. Regional First Nations entities will be able to negotiate agreements that will ensure children are safely connected to their families, cultures, and communities. Regional agreements are being supported with a financial commitment of \$35.5 billion over seven years, beginning in April 2027, and lasting until March 2034, followed by \$4.4 billion annually ongoing after that. During these negotiations, there will be no interruption to services — Canada will continue to deliver and fund child and family services on a national level.

This work remains urgent and will continue to be a top priority in the coming months. I believe that building a better future begins with our children. We know that when First Nations lead, outcomes improve. It is our responsibility to showcase to all First Nations children that they matter, — and we will not stop until we get this right."

Mandy Gull-Masty

The Value of Negotiating Regional Agreements with Canada — and the Strength of the National Framework

Regional agreements will offer First Nations a powerful opportunity to shape the future of child and family services in ways that reflect their own priorities and governance structures. Negotiating a regional agreement will ensure that reforms reflect the unique needs, values, and aspirations of First Nations within each region. A regional negotiation will shape implementation of a reformed First Nations Child and Family Services (FNCFS) Program in a manner that is further responsive to a region's goals and needs.

The Strength of the National Framework

Even without a regional agreement, the National Framework will ensure that core reforms underpinned by guiding principles, including substantive equality, cultural safety, and the inherent right of self government—will be implemented across the country. The National Framework guarantees:

- A research driven, prevention-first, evidence based funding approach
- Equal treatment for First Nations exercising jurisdiction under *An Act respecting First Nations, Inuit and Métis children, youth and families* or other mechanisms
- National standards for data, outcomes, and planning

However, negotiation of regional agreements will focus on the implementation of these core reforms, and adjustments that will further enhance the National Framework's ability to reflect each region's unique context.

How Regional Agreements Will Enable Regional Diversity



Regional Governance and Decision-Making Power

Regional agreements will give First Nations meaningful authority over how the reformed FNCFS Program is implemented. Governance is central: there will be many decisions to be made in implementation and First Nations should be at the table overseeing those decisions. Through regional governance bodies, First Nations will be able to inform program operations, guide reform implementation, and influence future funding decisions.



Control Over Program Assessments and Indicators

Regional governance tables will play a decisive role in defining the scope of Program Assessments and overseeing the organizations that will conduct them. That oversight will ensure that assessment reflects regional realities and priorities.

Regional negotiations will also be an opportunity to define region-specific indicators that capture data crucial to better outcomes for a region's children and families. What gets measured, gets managed; region specific indicators—supported by a regional data secretariat—can directly influence service delivery and outcomes.



Strengthening Data Sovereignty

Regional agreements will support the creation of regional data secretariats that advance First Nation led data governance. Data secretariats that are established by and report to a region's First Nations entity will promote First Nations control over community data and can reveal region-specific insights to improve practice and policy in the delivery of child and family services.



Building Readiness for Jurisdiction

Regional agreements are a tool for transformation toward self government. They will allow First Nations to design and deliver child and family services, strengthening readiness for the resumption of jurisdiction. They will also emphasize and enable leadership by First Nations by strengthening accountability of FNCFS agencies to the communities they serve.

The Importance of Culture, Identity, and Language

Regional agreements will take us toward a future where First Nations children and families have access to fair, culturally grounded, community-led services. They will support First Nations in exercising their right to care for their own children, by strengthening prevention-focused services, supporting families, and enabling communities to design and deliver programs rooted in their own laws, cultures, languages, in line with their priorities.

At the heart of this work is the understanding that culture, identity, and language are not supports—they are foundations. When children are connected to their language, their land, and their people, they are stronger, healthier, and more resilient.

First Nations across Canada have consistently and urgently called to be the decision-makers for their children and have made it clear that meaningful FNCFS Program reform can no longer wait.

Together, in true partnership—grounded in respect, trust, and a shared responsibility—we will build a system with First Nations where fewer children are placed in care, more families stay together, and more children are raised surrounded by love, culture, and their community.

This means supporting families earlier, keeping children in their communities whenever possible, and ensuring that services reflect the values and traditions of each Nation. It means shifting from a system of apprehension to one of prevention, healing, and reconnection.

Regional agreements will set a path that prioritizes community-driven, community-controlled solutions that reflect the unique needs of First Nations across the country.

It is also a path toward restoring what was taken—revitalizing languages, strengthening identity, and ensuring that future generations of First Nations children grow up grounded in who they are, surrounded by their families, and supported by their Nations.

Key Features of the National Framework

The National Framework dedicates \$35.5 billion from April 1, 2027, to March 31, 2034 (including funding for Ontario), and \$4.4 billion annually ongoing after that. An agreement on the FNCFS Program reform would account for a region's proportional share of that total national amount.

Regional Agreements under the National Framework will seek to put First Nations in control and at the forefront of delivering child and family services to their communities. Among other things, negotiations toward a regional agreement would cover:



the allocation of funding for First Nations and FNCFS agencies;



the accountability framework for FNCFS agencies to the First Nations that they served;



the governance mechanism by which First Nations would advise ISC on implementation of the reformed FNCFS Program;



the scope and timing of program assessments;



region-specific indicators and region-specific entities for collecting and analyzing child and family services data;



principles, purposes and definitions; and



planning, performance measurement, and reporting.

Funding would be provided using a highly flexible funding mechanism allowing for carryover of unexpended funding at year end, the reallocation of funding between funding elements, and the transfer of funding between First Nations and their affiliated FNCFS agencies.

Prevention

In 2027-2028, funding for prevention services or activities would be set at \$2,762.90 multiplied by a First Nation's registered First Nations population on-reserve or in the Yukon. A First Nation will be provided with a minimum of \$75,000 in cases where the calculated amount by population would otherwise be less.

Prevention funding would be adjusted annually for population and inflation. Where applicable, funds will also be adjusted to account for remoteness.

The allocation of the prevention funding between First Nations and FNCFS agencies will be discussed as part of negotiations.

A First Nation may bring a service provider funding adjustment request if it is unable within its current funding, for reasons beyond its reasonable control, to deliver prevention services under the reformed FNCFS Program.

Baseline Funding

Under the National Framework, each FNCFS agency will receive annual baseline funding based on the agency's 2022-23 operations and maintenance expenditures, including claims for maintenance, intake and investigations, legal fees, building repairs, child service purchases, and small agency costs.

Baseline funding will include funding for least disruptive measures, which seek to prevent the separation of children from their families and to reunify children with their families.

Where an FNCFS Agency was unable to deliver legislated services or least disruptive measures within its current funding for reasons beyond its reasonable control, the Agency could submit a service provider funding adjustment request.

Top-ups, Adjustments and Supports



Emergency

Equal to 2% of annual baseline funding.

Support with responding to unexpected situations affecting or related to the provision of the Program.



Information Technology

Equal to 6% of annual baseline funding.

Support with IT needs. Funding can be used for the purchase, installation, and maintenance of IT hardware, software, or subscriptions.



Results

Equal to 5% of annual baseline funding.

Support with collecting and analyzing data and measuring performance.



Household Supports

Calculated based on the "poverty gap" on-reserve determined by the Institute of Fiscal Studies and Democracy.

Intended to mitigate poverty-related circumstances that may result in a family being involved in the child welfare system.

First Nation Representative Services

First Nation representatives support First Nations in having a voice when children and families from their communities are involved, or at risk of involvement, with child and family services. First Nation representatives ensure the rights and cultural needs of First Nations children, youth and families are upheld.

Under the National Framework, starting April 1, 2027, First Nation Representative Services funding outside Ontario would be calculated based on First Nation Representative Services funding provided to First Nations in Ontario. This enhancement to the Final Agreement's reform framework represents an additional investment of \$406 million beyond the 2024 Final Agreement, from 2027-28 to 2033-34.

Post-Majority Support Services

First Nations youth and young adults eligible for FNCFS funded post-majority support services include youth aging out of care and young adults formerly in care who:



were ordinarily resident on reserve or in the Yukon at the time they were taken into care, regardless of where they were placed in care;



are now ordinarily resident on reserve or in the Yukon; or



are taking active steps to reside on reserve or in the Yukon.

Youth and young adults remain eligible until their 26th birthday or the age to which post-majority support services are offered in the region's child and family services legislation.

Funding will support First Nations youth and young adults in the transition to adulthood and independence. Funding will be based on cost-of-living estimates to allow for provision of comprehensive supports to First Nations youth and young adults.

Remoteness

The National Framework's remoteness adjustment funding will reflect the increased costs of delivering child and family services in remote First Nations.

The Remoteness Quotient Adjustment Factor, developed by Nishnawbe Aski Nation and Canada, will apply to funding for prevention, First Nation Representative Services, post-majority support services, household supports, information technology, results, and emergency.

Funding will be adjusted for a First Nation or its affiliated FNCFS Agency where the First Nation's 2021 Index of Remoteness score is 0.40 or greater. Funding will be adjusted by nearly 30% on average across the country to account for remoteness.

Each individual First Nation's adjustment will depend on its 2021 Index of Remoteness score (which is based on a community's proximity to population centres) and whether the First Nation is connected by road to the main road network.

Capital

The National Framework's approach to capital funding supports greater stability and security to FNCFS service providers in planning for the delivery of FNCFS services in alignment with community goals. Capital funding will support service delivery for the reformed Program, including 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.

Under a regional agreement, capital funding will be provided to First Nations and FNCFS agencies through an annual proposal-based intake process to request funding for capital assets. This proposal process would be simplified and streamlined to accessing funding.

Housing

The primary goal of these funds will be to prevent children and youth from being taken into care and to support reunification of families where housing is a barrier.

The total amount of housing funding to which an individual First Nation is entitled is determined by a formula that combines the First Nation's on-reserve and in the Yukon population count (from the Indian Registration System), the First Nation's 2021 Index of Remoteness score, the Census 2021 percentage of the First Nation's population living in overcrowded dwellings, and a \$250,000 base amount.

These funds can be used to support the purchase, construction, renovations, major/minor repairs, lot servicing, and/or sub-division development in their First Nations communities.

Canada has committed \$2 billion over five years starting in 2023-24. Each region will receive its remaining share of that funding for its final year in 2027-28.

Engagement

Funding is available to support the negotiation of regional agreements and for engagement of a region's First Nations on such an agreement.

Catalogue: R122-110/2026E-PDF ISBN: 978-0-660-99619-6

For more information on Negotiations for regional agreements to advance long-term reform of First Nations child and family services:



Contact us

First Nations Children and Families Program and Partnerships Branch
Indigenous Services Canada
10 rue Wellington 22nd floor | Gatineau QC K1A 0H4
Email: InfoRLT-LTRInfo@sac-isc.gc.ca

This is **Exhibit “E”** to the Affidavit
of Duncan Farthing-Nichol, affirmed remotely
before me on this 5th day of October, 2026.



A Commissioner, etc.

Shireen Sultan Adatia

Licensed Paralegal

LSO No.: P14203

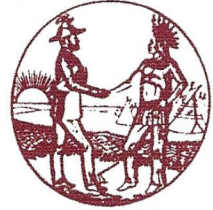


SASKATOON TRIBAL COUNCIL

ASIMAKANISEEKAN ASKIY RESERVE # 102A

200 – 335 Packham Avenue
Saskatoon, Saskatchewan S7N 4S1
Phone (306) 956-6100 Fax (306) 244-7273

Office of the Tribal Chief



October 5, 2026

SENT BY EMAIL

The Honourable Mandy Gull-Masty
Minister of Indigenous Services
10 rue Wellington
Gatineau, QC K1A 0H4

Dear Minister Gull-Masty:

Re: Saskatoon Tribal Council – Regional FNCFS Agreement

On behalf of Saskatoon Tribal Council and as the Chair of the Board of Saskatoon Tribal Council Health and Family Services Inc., I write to confirm that the seven member First Nations of the Saskatoon Tribal Council have authorized and instructed Saskatoon Tribal Council Health and Family Services Inc. to enter into the Final Agreement on Long Term Reform of the First Nations Child and Family Services Program for Saskatoon Child and Health and Family Services Inc. and Saskatoon Tribal Council First Nations. Attached please find First Nation Council resolutions from each Saskatoon Tribal Council Member First Nation confirming this authorization.

This agreement represents Indigenous Services Canada's continued commitment to supporting the Saskatoon Tribal Council's Progressive Model to child and family services, which centres and supports each community's unique approaches to child and family well-being by placing control over prevention services in the hands of the community where it belongs, all while moving toward exercising their jurisdiction over children and families. Should Canada's National Framework for FNCFS reform come into effect, I am confident that this agreement will assist our member First Nations in advancing their goals for improved outcomes in child and family services and will strengthen our nations.

We acknowledge and appreciate ISC's continued commitment to supporting Saskatoon Tribal Council's member First Nations and our Progressive Model. I look forward to meeting with you this week for the formal signing ceremony at our assembly.

Sincerely,

Tribal Chief Mark Arcand
Saskatoon Tribal Council

Attachments

KINISTIN



SAULTEAUX
NATION

BAND COUNCIL RESOLUTION

NO. 2026/2027 011

09/21/2026

MONTH/DAY/YEAR

The Council of the Kinistin Saulteaux Nation #91 & 91A hereinafter referred to as the "First Nation," do hereby resolve:

Subject:

WHEREAS Chief and Council of Kinistin Saulteaux Nation met at a duly convened meeting held on September 21, 2026 at Kinistin Saulteaux Nation, Saskatchewan

AND WHEREAS Chief and Council of Kinistin Saulteaux Nation are the duly elected governing body of the First Nation and are authorized to make decisions for and on behalf of the First Nation in accordance with applicable law, custom, policy, and governance practices;

AND WHEREAS Kinistin Saulteaux Nation is a member of Saskatoon Tribal Council ("STC");

AND WHEREAS Kinistin Saulteaux Nation receives child protection services from STC Health & Family Services Inc. (the "Agency");

AND WHEREAS the Agency has negotiated an agreement respecting long-term reform of the First Nations Child and Family Services ("FNCFS") Program for a seven-year period ending March 31, 2034 for the Agency and STC First Nations, titled the *Final Agreement on Long-Term Reform of the FNCFS Program for Saskatoon Tribal Council Health & Family Services Inc. and Saskatoon Tribal Council First Nations* (the "Final Agreement");

AND WHEREAS the Agency has fully briefed Kinistin Saulteaux Nation as to the contents of the Final Agreement, including its implications and the benefits that Kinistin Saulteaux Nation and the Agency would receive under the Final Agreement;

AND WHEREAS Chief and Council of Kinistin Saulteaux Nation have reviewed the draft Final Agreement provided by the Agency and acknowledge that the Final Agreement has not yet been finalized as of the date of this Band Council Resolution;

AND WHEREAS Chief and Council consider it to be in the best interests of Kinistin Saulteaux Nation and its members for the Agency to enter into the Final Agreement.

THEREFORE, BE IT RESOLVED THAT Chief and Council of Kinistin Saulteaux Nation hereby ratify the Final Agreement provided that the Final Agreement in its final form is substantially the same as the draft Final Agreement provided to Chief and Council;

BE IT FURTHER RESOLVED THAT Chief and Council of Kinistin Saulteaux Nation authorize the Agency to enter into the Final Agreement with Canada on behalf of Kinistin Saulteaux Nation;

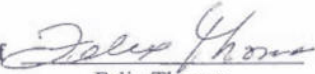
BE IT FURTHER RESOLVED THAT the Chief or the Chief's designate is authorized to sign the Final Agreement to signify Kinistin Saulteaux Nation's support for the Final Agreement;

BE IT FURTHER RESOLVED THAT Chief and Council of Kinistin Saulteaux Nation authorize the Agency, on its behalf, to seek interested party status before the Canadian Human Rights Tribunal to seek approval of the Final Agreement, and to do all things reasonably necessary, including participating in any related judicial reviews or appeals, to give effect to this Band Council Resolution; and

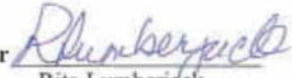
BE IT FURTHER RESOLVED THAT this Band Council Resolution shall remain in full force and effect unless amended, repealed, or replaced by a subsequent Band Council Resolution.

IN WITNESS WHEREOF the parties have set their hands and seals effective the date above written.

Quorum: of 5

Chief 
Felix Thomas

Councillor 
Cecil McNab

Councillor 
Rita Lumberjack

Councillor 
Trevor Cheeknew

Councillor 
Calvin Nippi



BCR # 2026/27-018 019

Band Council Resolution

DATE: September 18, 2026

PLACE: Mistawasis Nêhiyawak I.R. #103

DO HEREBY RESOLVE:

WHEREAS Chief and Council of Mistawasis Nêhiyawak First Nation met at a duly convened meeting held on September 18, 2026 at Mistawasis Nêhiyawak, Saskatchewan;

AND WHEREAS Chief and Council of Mistawasis Nêhiyawak First Nation are the duly elected governing body of the First Nation and are authorized to make decisions for and on behalf of the First Nation in accordance with applicable law, custom, policy, and governance practices;

AND WHEREAS Mistawasis Nêhiyawak First Nation is a member of Saskatoon Tribal Council ("STC");

AND WHEREAS Mistawasis Nêhiyawak First Nation receives child protection services from STC Health & Family Services Inc. (the "Agency");

AND WHEREAS the Agency has negotiated an agreement respecting long-term reform of the First Nations Child and Family Services ("FNCFS") Program for a seven-year period ending March 31, 2034 for the Agency and STC First Nations, titled the *Final Agreement on Long-Term Reform of the FNCFS Program for Saskatoon Tribal Council Health & Family Services Inc. and Saskatoon Tribal Council First Nations* (the "Final Agreement");

AND WHEREAS the Agency has fully briefed Mistawasis Nêhiyawak First Nation as to the contents of the Final Agreement, including its implications and the benefits that Mistawasis Nêhiyawak First Nation and the Agency would receive under the Final Agreement;

AND WHEREAS Chief and Council of Mistawasis Nêhiyawak First Nation have reviewed the draft Final Agreement provided by the Agency and acknowledge that the Final Agreement has not yet been finalized as of the date of this Band Council Resolution;

AND WHEREAS Chief and Council consider it to be in the best interests of Mistawasis Nêhiyawak First Nation and its members for the Agency to enter into the Final Agreement.

NOW THEREFORE BE IT RESOLVED THAT Chief and Council of Mistawasis Nêhiyawak First Nation hereby ratify the Final Agreement provided that the Final Agreement in its final form is substantially the same as the draft Final Agreement provided to Chief and Council;

BE IT FURTHER RESOLVED THAT Chief and Council of Mistawasis Nêhiyawak First Nation authorize the Agency to enter into the Final Agreement with Canada on behalf of Mistawasis Nêhiyawak First Nation;

BE IT FURTHER RESOLVED THAT the Chief or the Chief's designate is authorized to sign the Final Agreement to signify Mistawasis Nêhiyawak First Nation's support for the Final Agreement;

BE IT FURTHER RESOLVED THAT Chief and Council of Mistawasis Nêhiyawak First Nation authorize the Agency, on its behalf, to seek interested party status before the Canadian Human Rights Tribunal to seek approval of the Final Agreement, and to do all things reasonably necessary, including participating in any related judicial reviews or appeals, to give effect to this Band Council Resolution; and

BE IT FURTHER RESOLVED THAT this Band Council Resolution shall remain in full force and effect unless amended, repealed, or replaced by a subsequent Band Council Resolution.

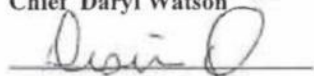
I certify that the foregoing is a true and correct copy of a Band Council Resolution duly passed by Chief and Council of Mistawasis Nêhiyawak First Nation at a duly convened meeting of Chief and Council held on the date set out above, at which meeting a quorum was present.

THEREFORE BE IT RESOLVED THAT Mistawasis Nêhiyawak Chief and Council

Quorum of Council
Consist of 4


Chief Daryl Watson

Councillor Lance Badger


Councillor Desiree Dreaver


Councillor Robin Daniels


Councillor Louis LeDoux

Councillor Kelvin Watson

MUSKEG LAKE CREE NATION #102
BAND COUNCIL RESOLUTION



Date of duly convened meeting:	Month	Day	Year	Chronological #
	09	29	2026	2026-51

WHEREAS Chief and Council of Muskeg Lake Cree Nation met at a duly convened meeting held on September 29, 2026, at Muskeg Lake Cree Nation, Saskatchewan;

AND WHEREAS Chief and Council of Muskeg Lake Cree Nation are the duly elected governing body of the First Nation and are authorized to make decisions for and on behalf of the First Nation in accordance with applicable law, custom, policy, and governance practices;

AND WHEREAS Muskeg Lake Cree Nation is a member of Saskatoon Tribal Council (“STC”);

AND WHEREAS Muskeg Lake Cree Nation receives child protection services from STC Health & Family Services Inc. (the “Agency”);

AND WHEREAS the Agency has negotiated an agreement respecting long-term reform of the First Nations Child and Family Services (“FNCFS”) Program for a seven-year period ending March 31, 2034 for the Agency and STC First Nations, titled the *Final Agreement on Long-Term Reform of the FNCFS Program for Saskatoon Tribal Council Health & Family Services Inc. and Saskatoon Tribal Council First Nations* (the “Final Agreement”);

AND WHEREAS the Agency has fully briefed Muskeg Lake Cree Nation as to the contents of the Final Agreement, including its implications and the benefits that Muskeg Lake Cree Nation and the Agency would receive under the Final Agreement;

AND WHEREAS Chief and Council of Muskeg Lake Cree Nation have reviewed the draft Final Agreement provided by the Agency and acknowledge that the Final Agreement has not yet been finalized as of the date of this Band Council Resolution;

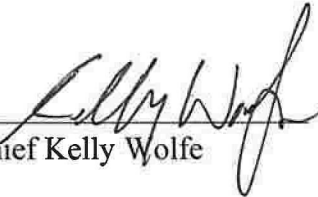
AND WHEREAS Chief and Council consider it to be in the best interests of Muskeg Lake Cree Nation and its members for the Agency to enter into the Final Agreement, and Chief and Council only support the Final Agreement, subject to language being added to the Final Agreement that protects Muskeg Lake Cree Nation’s inherent and constitutionally protected rights to self-determination and self-government and that confirms that the Final Agreement is without prejudice to such rights and Muskeg Lake Cree Nation’s entitlement to government funding and the amount of such funding required for Muskeg Lake Cree Nation to exercise jurisdiction in accordance with the spirit and intent of the kotawan Act, all in Muskeg Lake Cree Nation’s sole discretion, and subject to the condition that the Canadian Human Rights Tribunal’s approves Canada’s Plan;

NOW THEREFORE BE IT RESOLVED THAT Chief and Council of Muskeg Lake Cree Nation hereby ratify the Final Agreement provided that the Final Agreement in its final form is substantially the same as the draft Final Agreement provided to Chief and Council, subject to the language referred to above being added to the Final Agreement;

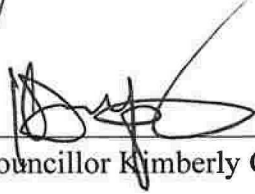
BE IT FURTHER RESOLVED THAT Chief and Council of Muskeg Lake Cree Nation authorize the Agency to enter into the Final Agreement with Canada on behalf of Muskeg Lake Cree Nation, subject to the language referred to above being added to the Final Agreement;

BE IT FURTHER RESOLVED THAT the Chief or the Chief’s designate is authorized to sign the Final Agreement to signify Muskeg Lake Cree Nation’s support for the Final Agreement, subject to the language referred to above being added to the Final Agreement;

BE IT FURTHER RESOLVED THAT Chief and Council of Muskeg Lake Cree Nation authorize the Agency, on its behalf, to seek interested party status before the Canadian Human Rights Tribunal to seek approval of the Final Agreement, and to do all things reasonably necessary, including participating in any related judicial reviews or appeals, to give effect to this Band Council Resolution; and


Chief Kelly Wolfe


Councillor Kyle Bear


Councillor Kimberly Greeyes

Councillor Terran Keewatin

Councillor Carol Lafond


Councillor Darrin Curtis Lafond

Councillor Clayton Ledoux

Quorum consists of 4



Band Council Resolution of the Muskoday First Nation

Chronological No.

File Reference No.

2026-09-22-01

Capital Account \$

Revenue Account \$

DATE: Sept. 22/26

NOTE: The words "from our Band Funds", "capital" or "revenue" whichever is the case must appear on all resolutions requesting Expenditures from Band Funds.

The Chief and Council of Muskoday First Nation met at a duly convened meeting held on September 22nd, 2026 at Muskoday First Nation, Saskatchewan.

WHEREAS Chief and Council of Muskoday First Nation are the duly elected governing body of the First Nation and are authorized to make decisions for and on behalf of the First Nation in accordance with applicable law, custom, policy, and governance practices;

AND WHEREAS Muskoday First Nation is a member of Saskatoon Tribal Council ("STC");

AND WHEREAS Muskoday First Nation receives child protection services from STC Health & Family Services Inc. (the "Agency");

AND WHEREAS the Agency has negotiated an agreement respecting long-term reform of the First Nations Child and Family Services ("FNCFS") Program for a seven-year period ending March 31, 2034 for the Agency and STC First Nations, titled the Final Agreement on Long-Term Reform of the FNCFS Program for Saskatoon Tribal Council Health & Family Services Inc. and Saskatoon Tribal Council First Nations (the "Final Agreement");

AND WHEREAS the Agency has fully briefed Muskoday First Nation as to the contents of the Final Agreement, including its implications and the benefits that Muskoday First Nation and the Agency would receive under the Final Agreement;

AND WHEREAS Chief and Council of Muskoday First Nation have reviewed the draft Final Agreement provided by the Agency and acknowledge that the Final Agreement has not yet been finalized as of the date of this Band Council Resolution;

AND WHEREAS Chief and Council acknowledge that the timeframe available to review and assess the Final Agreement has been limited and that additional time for review would have been preferred, but have considered the Final Agreement and wish to proceed with ratification;

AND WHEREAS Chief and Council consider it to be in the best interests of Muskoday First Nation and its members for the Agency to enter into the Final Agreement.

NOW THEREFORE BE IT RESOLVED THAT Chief and Council of Muskoday First Nation hereby ratify the Final Agreement provided that the Final Agreement in its final form is substantially the same as the draft Final Agreement provided to Chief and Council;

BE IT FURTHER RESOLVED THAT Chief and Council of Muskoday First Nation authorize the Agency to enter into the Final Agreement with Canada on behalf of Muskoday First Nation;

BE IT FURTHER RESOLVED THAT the Chief or the Chief's designate is authorized to sign the Final Agreement to signify Muskoday First Nation's support for the Final Agreement;

BE IT FURTHER RESOLVED THAT Chief and Council of Muskoday First Nation authorize the Agency, on its behalf, to seek interested party status before the Canadian Human Rights Tribunal to seek approval of the Final Agreement, and to do all things reasonably necessary, including participating in any related judicial reviews or appeals, to give effect to this Band Council Resolution; and

BE IT FURTHER RESOLVED THAT this Band Council Resolution shall remain in full force and effect unless amended, repealed, or replaced by a subsequent Band Council Resolution.

Number of Council Members present 4
(3 Council Members constitute a quorum)



Chief Ron Bear



Councilor Beryl Bear



Councilor Kelly Bear



Councilor Heather Constant

Councilor Jennifer Heimbecker



Indian and Northern
Affairs Canada

Affaires indiennes
et du Nord Canada

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of Funds Capital _____ Revenue _____
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Recommending Officer _____

Date _____

Approving Officer _____

Date _____

BAND COUNCIL RESOLUTION

First Nation: One Arrow First Nation	Resolution No.: 26/27-32
Date: September 22, 2026	Place: Saskatoon
Province/Territory: Saskatchewan	Quorum: 5

WHEREAS Chief and Council of One Arrow First Nation met at a duly convened meeting held on September 22, 2026 at Saskatoon, Saskatchewan;

AND WHEREAS Chief and Council of One Arrow First Nation are the duly elected governing body of the First Nation and are authorized to make decisions for and on behalf of the First Nation in accordance with applicable law, custom, policy, and governance practices;

AND WHEREAS One Arrow First Nation is a member of Saskatoon Tribal Council ("STC");

AND WHEREAS One Arrow First Nation receives child protection services from STC Health & Family Services Inc. (the "Agency");

AND WHEREAS the Agency has negotiated an agreement respecting long-term reform of the First Nations Child and Family Services ("FNCFS") Program for a seven-year period ending March 31, 2034 for the Agency and STC First Nations, titled the *Final Agreement on Long-Term Reform of the FNCFS Program for Saskatoon Tribal Council Health & Family Services Inc. and Saskatoon Tribal Council First Nations* (the "Final Agreement");

AND WHEREAS the Agency has fully briefed One Arrow First Nation as to the contents of the Final Agreement, including its implications and the benefits that One Arrow First Nation and the Agency would receive under the Final Agreement;

AND WHEREAS Chief and Council of One Arrow First Nation have reviewed the draft Final Agreement provided by the Agency and acknowledge that the Final Agreement has not yet been finalized as of the date of this Band Council Resolution;

AND WHEREAS Chief and Council consider it to be in the best interests of One Arrow First Nation and its members for the Agency to enter into the Final Agreement.

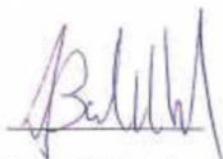
NOW THEREFORE BE IT RESOLVED THAT Chief and Council of One Arrow First Nation hereby ratify the Final Agreement provided that the Final Agreement in its final form is substantially the same as the draft Final Agreement provided to Chief and Council;

BE IT FURTHER RESOLVED THAT Chief and Council of One Arrow First Nation authorize the Agency to enter into the Final Agreement with Canada on behalf of One Arrow First Nation;

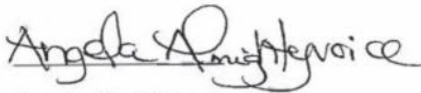
BE IT FURTHER RESOLVED THAT the Chief or the Chief's designate is authorized to sign the Final Agreement to signify One Arrow First Nation's support for the Final Agreement;

BE IT FURTHER RESOLVED THAT Chief and Council of One Arrow First Nation authorize the Agency, on its behalf, to seek interested party status before the Canadian Human Rights Tribunal to seek approval of the Final Agreement, and to do all things reasonably necessary, including participating in any related judicial reviews or appeals, to give effect to this Band Council Resolution; and

BE IT FURTHER RESOLVED THAT this Band Council Resolution shall remain in full force and effect unless amended, repealed, or replaced by a subsequent Band Council Resolution.


Janine Baldhead

Dwayne Paul



Angela Almightyvoice



Fabian Paul

Arlene Matchap



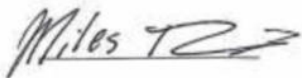
Tricia Sutherland



Crystal Sutherland



Rollin Baldhead



Miles Thomas

I certify that the foregoing is a true and correct copy of a Band Council Resolution duly passed by Chief and Council of One Arrow First Nation at a duly convened meeting of Chief and Council held on the date set out above, at which meeting a quorum was present.



Whitecap Dakota Nation
COUNCIL RESOLUTION



WDNCR# 2026/2027 – 014

The Council of the	Whitecap Dakota Nation			
Date of Duly Convened Meeting	DD 02	MM 10	Year 2026	Province: Saskatchewan

WHEREAS Chief and Council of Whitecap Dakota Nation met at a duly convened meeting held on October 2, 2026, at Whitecap, Saskatchewan;

AND WHEREAS Chief and Council of Whitecap Dakota Nation are the duly-elected governing body of the First Nation and are authorized to make decisions for and on behalf of the First Nation in accordance with pursuant to the *Self-Government Treaty Recognizing the Whitecap Dakota First Nation/Wapaha Ska Dakota Oyate* and Whitecap Dakota Nation' inherent right to self-government, and all applicable law, custom, policy, and governance practices;

AND WHEREAS Whitecap Dakota Nation has the inherent jurisdiction in relation to Child and Family Services, which jurisdiction is recognized and affirmed pursuant to Chapter 22 of the *Whitecap Dakota First Nation Self-Government Treaty*;

AND WHEREAS Whitecap Dakota Nation intends at a future date to exercise its jurisdiction in relation to Child and Family Services, as set out at Chapter 22 of the *Whitecap Dakota First Nation Self-Government Treaty* and, to that end, to negotiate an appropriate funding agreement with Canada;

AND WHEREAS Whitecap Dakota Nation is a member of Saskatoon Tribal Council ("STC");

AND WHEREAS Whitecap Dakota Nation receives child protection services from STC Health & Family Services Inc. (the "Agency");

AND WHEREAS the Agency has negotiated an agreement respecting long-term reform of the First Nations Child and Family Services ("FNCFS") Program for a seven-year period ending March 31, 2034 for the Agency and STC First Nations, titled the *Final Agreement on Long-Term Reform of the FNCFS Program for Saskatoon Tribal Council Health & Family Services Inc. and Saskatoon Tribal Council First Nations* (the "Final Agreement");

AND WHEREAS the Agency has fully briefed Whitecap Dakota Nation as to the contents of the Final Agreement, including its implications and the benefits that Whitecap Dakota Nation and the Agency would receive under the Final Agreement;

AND WHEREAS Chief and Council of Whitecap Dakota Nation have reviewed the draft Final Agreement provided by the Agency and acknowledge that the Final Agreement has not yet been finalized as of the date of this Whitecap Dakota Nation Council Resolution;

AND WHEREAS the Final Agreement will expressly provide that the Final Agreement is without prejudice to the Whitecap Dakota First Nation Self-Government Treaty, including in respect of the exercise of jurisdiction by the Whitecap Dakota Nation of its jurisdiction in relation to child and family services pursuant to Chapter 22 of the *Whitecap Dakota First Nation Self-Government Treaty* and the negotiation or provision of any jurisdictional agreement and/or funding arrangements thereunder, including in respect of the amount or level of funding required to exercise this jurisdiction;



Whitecap Dakota Nation
COUNCIL RESOLUTION



WDNCR# 2026/2027 – 014

The Council of the	Whitecap Dakota Nation			
Date of Duly Convened Meeting	DD 02	MM 10	Year 2026	Province: Saskatchewan

AND WHEREAS Chief and Council consider it to be in the best interests of Whitecap Dakota Nation and its members for the Agency to enter into the Final Agreement.

NOW THEREFORE BE IT RESOLVED THAT Chief and Council of Whitecap Dakota Nation hereby ratify the Final Agreement provided that the Final Agreement in its final form is substantially the same as the draft Final Agreement provided to Chief and Council as of October 1, 2026;

BE IT FURTHER RESOLVED THAT Chief and Council of Whitecap Dakota Nation authorize the Agency to enter into the Final Agreement with Canada on behalf of Whitecap Dakota Nation;

BE IT FURTHER RESOLVED THAT the Chief or the Chief's designate is authorized to sign the Final Agreement to signify Whitecap Dakota Nation's support for the Final Agreement;

BE IT FURTHER RESOLVED THAT Chief and Council of Whitecap Dakota Nation authorize the Agency, on its behalf, to seek interested party status before the Canadian Human Rights Tribunal to seek approval of the Final Agreement, and to do all things reasonably necessary, including participating in any related judicial reviews or appeals, to give effect to this Whitecap Dakota Nation Council Resolution; and

BE IT FURTHER RESOLVED THAT this Whitecap Dakota Nation Council Resolution shall remain in full force and effect unless amended, repealed, or replaced by a subsequent Whitecap Dakota Nation Council Resolution.

Chief Darcy Bear

Councillor Allison Daniels

Councillor Bradon Eagle

Councillor Dwayne Eagle

Councillor Frank Royal

Note: A quorum of this Council consists of *three* (3) Council Members.



Yellow Quill Band #90

Band Council Resolution

DISTRICT: SASKATCHEWAN REGION

AMOUNT REQUESTED

ADDRESS: 1827 ALBERT STREET REGINA

PROVINCE: SASKATCHEWAN POSTAL CODE: S4P 2S9

PLACE OF MEETING YELLOW QUILL FIRST NATION RESERVE

DATE 15 September 2026
Day Month Year

#2026-09-15-0011

CAPITAL \$ _____
PROGRAM \$ _____
SUPPORT ONLY _____

DO HEREBY RESOLVE

WHEREAS Chief and Council of Yellow Quill First Nation met at a duly convened meeting held on September 15, 2026, at Yellow Quill, Saskatchewan;

AND WHEREAS Chief and Council of Yellow Quill First Nation are the duly elected governing body of the First Nation and are authorized to make decisions for and on behalf of the First Nation in accordance with applicable law, custom, policy, and governance practices;

AND WHEREAS Yellow Quill First Nation is a member of Saskatoon Tribal Council ("STC");

AND WHEREAS Yellow Quill First Nation does not receive child protection services from STC Health & Family Services Inc. (the "Agency"), but wishes to be included among the First Nations participating in the long-term reform agreement described below;

AND WHEREAS the Agency has negotiated an agreement respecting long-term reform of the First Nations Child and Family Services ("FNCFS") Program for a seven-year period ending March 31, 2034 for the Agency and STC First Nations, titled the *Final Agreement on Long-Term Reform of the FNCFS Program for Saskatoon Tribal Council Health & Family Services Inc. and Saskatoon Tribal Council First Nations* (the "Final Agreement");

AND WHEREAS the Agency has fully briefed Yellow Quill First Nation as to the contents of the Final Agreement, including its implications and the benefits that Yellow Quill First Nation and the Agency would receive under the Final Agreement;

AND WHEREAS Chief and Council of Yellow Quill First Nation have reviewed the draft Final Agreement provided by the Agency and acknowledge that the Final Agreement has not yet been finalized as of the date of this Band Council Resolution;

AND WHEREAS Chief and Council consider it to be in the best interests of Yellow Quill First Nation and its members for the Agency to enter into the Final Agreement.

NOW THEREFORE BE IT RESOLVED THAT Chief and Council of Yellow Quill First Nation hereby ratify the Final Agreement provided that the Final Agreement in its final form is substantially the same as the draft Final Agreement provided to Chief and Council;

BE IT FURTHER RESOLVED THAT Chief and Council of Yellow Quill First Nation authorize the Agency to enter into the Final Agreement with Canada on behalf of Yellow Quill First Nation;

BE IT FURTHER RESOLVED THAT the Chief or the Chief's designate is authorized to sign the Final Agreement to signify Yellow Quill First Nation's support for the Final Agreement;

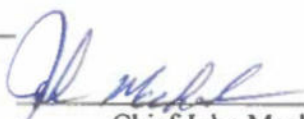
BE IT FURTHER RESOLVED THAT Chief and Council of Yellow Quill First Nation authorize the Agency, on its behalf, to seek interested party status before the Canadian Human Rights Tribunal to seek approval of the Final Agreement, and to do all things reasonably necessary, including participating in any related judicial reviews or appeals, to give effect to this Band Council Resolution; and

BE IT FURTHER RESOLVED THAT this Band Council Resolution shall remain in full force and effect unless amended, repealed, or replaced by a subsequent Band Council Resolution.

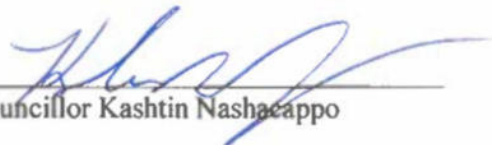
Moved by: Eric Squirrel	Seconded by: Kashtin Nashacappo
Votes in favour: 6	Votes opposed/abstained: 0

I certify that the foregoing is a true and correct copy of a Band Council Resolution duly passed by Chief and Council of Yellow Quill First Nation at a duly convened meeting of Chief and Council held on the date set out above, at which meeting a quorum was present.

Quorum 5

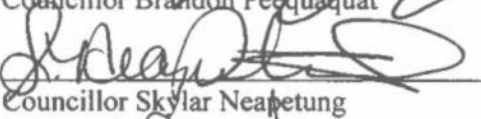

Chief John Machiskinic

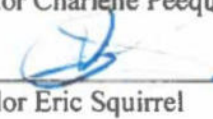

Councillor Terry Moose


Councillor Kashtin Nashacappo


Councillor Brandon Peequaquat

Councillor Charlene Peequaquat


Councillor Skylar Neapetung


Councillor Eric Squirrel


Councillor Clarissa Whitehead