

Arrangement No.: 2006-2007-2-00- 3484-0007

CIDM #191185

**CANADA/NEWFOUNDLAND AND LABRADOR**  
**CHILD & FAMILY SERVICES AGREEMENT**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of Indian Affairs and Northern Development;  
(hereinafter referred to as "Canada")

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF**  
**THE PROVINCE OF NEWFOUNDLAND AND LABRADOR,**  
as represented by the Minister of Health and Community Services,  
the Minister of Intergovernmental Affairs and  
the Minister Responsible for Aboriginal Affairs  
(hereinafter referred to as the "Province")

**WHEREAS** Order In Council No. P.C. 1997-7/415 dated March 19, 1997, empowers Canada to treat the Members of the Mushuau and Sheshatshiu Innu communities as Status Indians on reserve land for the purpose of providing programs and services;

**WHEREAS** Canada is prepared to provide funding to the Province to assist in the delivery of child, youth and family services for the benefit of the Members of the Mushuau and Sheshatshiu Innu communities;

**WHEREAS** the Province has enacted the *Child, Youth and Family Services Act* and *Adoption of Children Act*, and has established programs and services pursuant thereto;

**WHEREAS** the Province pursuant to the *Health and Community Services Act* and the *Hospital Act* established Health Labrador Corporation for the purpose of delivering programs and services for the Province and designated it as a child and family services agent;

**AND WHEREAS** the Province recognizes a responsibility to:

- maintain a soundly administered, and managed organization;
- maintain processes and procedures to facilitate program management and to support financial control; and
- account for the use of funds provided, and the results achieved with those funds in terms of programs and services delivered.

**NOW THEREFORE CANADA AND THE PROVINCE AGREE TO THE FOLLOWING:****1. Agreement**

This Agreement consists of the following documents and any Amendments relating thereto:

- PART A - Definitions
- PART B - General Terms and Conditions
- PART C - Accountability Framework
- PART D - Program Budgets, Authorities and Monthly Expenditure Plan
- PART E - Program Delivery and Reporting Requirements
- PART F - Adjustment Factors
- PART G - Schedule of Reporting Requirement Due Dates
- PART H - Services as defined by the *Child, Youth and Family Services Act* and *Adoption of Children Act*, of Newfoundland and Labrador.
- PART I - Programs and Services funded by DIAND

Arrangement No.: 2006-2007-2-00- 3484-0007

**2.0 AGREEMENT AMOUNT**

2.1 Canada agrees to provide an amount of up to \$5,570,415 dollars to the Province in accordance with the terms and conditions of this Agreement. (See Part B)

Operations Funding allocated as a Flexible Transfer Payment, as detailed in Part I	\$ 970,415.00
Maintenance Funding allocated as a Contribution, as detailed in Part I, to a maximum of	<u>\$4,600,000.00</u>
<b>TOTAL FUNDING</b>	<b>\$5,570,415.00</b>

2.2 Funds provided by Canada under this Agreement may only be used for the provision of programs and services for the Innu communities for the duration of the Agreement.

**3.0 DURATION OF THE AGREEMENT**

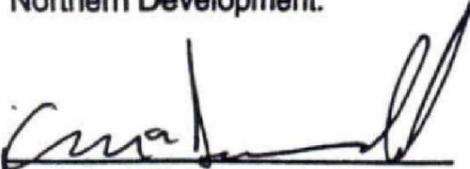
3.1 This Agreement shall be in effect from April 1, 2006 until March 31, 2007 subject to the termination provisions contained in this Agreement.

3.2 This Agreement has been executed by Canada and the Province by their duly authorized representatives.

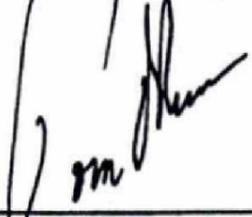
3.3 Subject to the agreement of the Parties, this Agreement may be renewed prior to the expiration date set out in section 3.1.

Arrangement No.: 2006-2007-2-00- 3484-0007

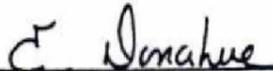
SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development:

  
Regional Director General

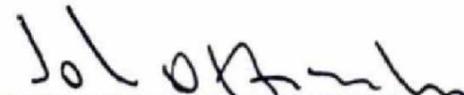
SIGNED ON BEHALF OF PROVINCE OF NEWFOUNDLAND AND LABRADOR as represented by:

  
The Honourable Tom Osborne  
Minister of Health & Community Services

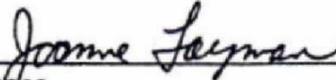
in the presence of:

  
Witness

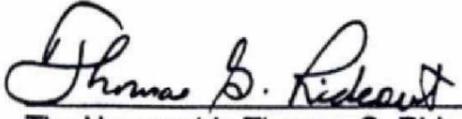
August 14, 2006.  
Date

  
The Honourable John Ottenheimer  
Minister of Intergovernmental Affairs

in the presence of:

  
Witness

September 8, 2006  
Date

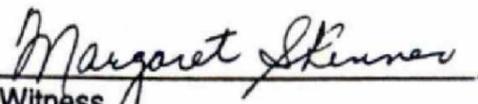
  
The Honourable Thomas G. Rideout  
Minister Responsible for Aboriginal Affairs

in the presence of:

  
Witness

Date: Oct 4/06

in the presence of:

  
Witness

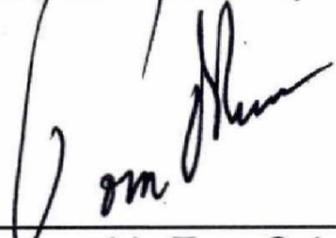
Date: Aug 28/2006

Arrangement No.: 2006-2007-2-00- 3484-0007

SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development:

\_\_\_\_\_  
Regional Director General

SIGNED ON BEHALF OF PROVINCE OF NEWFOUNDLAND AND LABRADOR as represented by:



\_\_\_\_\_  
The Honourable Tom Osborne  
Minister of Health & Community Services

in the presence of:

E. Donahue  
Witness

August 14, 2006.  
Date



\_\_\_\_\_  
The Honourable John Ottenheimer  
Minister of Intergovernmental Affairs

in the presence of:

Joanne Fayman  
Witness

September 8, 2006  
Date

Thomas G. Rideout  
The Honourable Thomas G. Rideout  
Minister Responsible for Aboriginal Affairs

in the presence of:

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

in the presence of:

Margaret Skene  
Witness

Date: Aug 28/2006

Arrangement No.: 2006-2007-2-00- 3484-0007

## Part A

**DEFINITIONS****ACT**

The *Child, Youth and Family Services Act* and the *Adoption of Children Act of Newfoundland and Labrador*, as amended and any regulations thereunder.

**AGENCY**

An authority, board, committee or other entity authorized to act on behalf of the Province, for the purposes of providing Programs and Services.

**AUDIT**

The Province's audited financial statements prepared in accordance with Article 4.1 of Part B - General Terms and Conditions.

**CHILD**

A person under the age of 19.

**CHILD IN CARE**

A child ordinarily resident in an Innu community of Labrador who has been taken into care by the Province and placed out of the parental home in a foster home, group home or an institution.

**COMPREHENSIVE FUNDING AGREEMENT**

A funding agreement containing programs funded by means of Contributions, Flexible Transfer Payments and Grants.

**CONTRIBUTION**

A conditional transfer payment for the Maintenance portion of this Agreement that is subject to being accounted for or audited for the purpose of determining adherence to terms and conditions of payment and for which unexpended balances or unallowable expenditures are to be reimbursed to Canada.

**DEPARTMENT OR DIAND**

The Department of Indian Affairs and Northern Development of Canada.

**FLEXIBLE TRANSFER PAYMENT OR FTP**

A conditional transfer payment for the Operations portion of this Agreement for which unexpended balances may be retained by the Province, provided that the Programs and Services terms and conditions have been fulfilled by the Province.

**INDIAN CHILD**

A person under the age of nineteen (19) who is defined as an Indian under the *Indian Act*.

**INNU**

An Innu Member of the Mushuau and Sheshatshiu Innu Communities.

**INNU CHILD**

A person defined as an "Innu" under the age of 19.

**INNU COMMUNITY COUNCIL**

Innu Community Council is the elected Band Council consisting of a Chief and Councillors in each of the Mushuau and Sheshatshiu Innu Communities.

**MAINTENANCE**

The costs of providing care for a child placed outside the parental home in accordance with the provisions of the Act and its regulations and this Agreement.

**MEMBER**

A person who is a resident or ordinarily resident of the Mushuau or Sheshatshiu Innu communities and who is registered or eligible for registration as an Indian under the *Indian Act*.

Arrangement No.: 2006-2007-2-00- 3484-0007

**MONTHLY EXPENDITURE PLAN**

A statement set out in PART D - Program Budgets, Authorities and Monthly Expenditure Plan distributing the annual budget for Programs and Services in accordance with the Province's estimated monthly cash requirement.

**NOTICE OF BUDGET ADJUSTMENT**

Changes to a program funding level, calculated in accordance with predetermined adjustment factors as set out in PART F - Adjustment Factors, and confirmed to the Province by means of a written notice.

**ORDINARILY RESIDENT**

The normal residence of a child and the child's parent(s)/guardian(s) in an Innu community at the time the child comes into care.

**PROGRAMS AND SERVICES**

Child, Youth and Family, and Adoption programs and services provided by the Province pursuant to the Act and/or Provincial policies and standards, and of this Agreement.

**REMEDIAL MANAGEMENT PLAN**

A plan developed by the Province and approved in writing by Canada which reflects decisions and measures which are necessary to remedy a default under this Agreement.

**REPORTS**

Financial reports that are in accordance with sections 4.4.1 to 4.4.4 and Part G Appendix A and/or the data reports required in accordance with Part E, section 4 of this Agreement.

**SURPLUS**

The amount by which funds, provided by Canada and other sources, exceeds eligible expenditures by the Province for delivery of all Programs and Services funded.

**TRADITION AND CULTURE**

The language, values, beliefs and customs of each of the Mushuau and Sheshatshiu Innu communities.

**TRANSFER PAYMENTS**

Payments made from budgetary appropriations for which no goods or services are received by Canada.

Arrangement No.: 2006-2007-2-00- 3484-0007

**Part B****GENERAL TERMS AND CONDITIONS****1.0 PURPOSES, PRINCIPLES, ROLES AND RESPONSIBILITIES****1.1 Purpose of this Agreement**

The purpose of this Agreement is to establish the principles and mechanisms whereby Child, Youth and Family, and Adoption of Children Programs and Services will be delivered to the Mushuau and Sheshatshiu Innu Communities by the Province in accordance with the Act and this Agreement and to outline the roles and responsibilities of the parties.

**1.2 Principles for the Provision of Programs and Services**

Programs and Services will be provided in accordance with the Act and the following principles:

- (a) the overriding and paramount consideration in any decision made under the Act shall be the best interests of the child;
- (b) every child is assured of personal safety, health and well-being;
- (c) the family is the basic unit of society responsible for the safety, health and well-being of the child;
- (d) the community has a responsibility to support the safety, health and well-being of a child and may require assistance in fulfilling this responsibility;
- (e) prevention services are integral to the promotion of the safety, health and well-being of a child;
- (f) kinship ties are integral to a child's self-development and growth and if a child's safety, health and well-being cannot be assured in the context of the family, the extended family shall be encouraged to care for the child provided that a director can be assured that the child's safety, health and well-being will not be at risk;
- (g) the Traditions and Culture of a child shall be respected and connections with a child's Traditions and Culture shall be preserved; and
- (h) in the absence of evidence to the contrary, there shall be a presumption that a child 12 years of age or over is capable of forming and expressing an opinion regarding his or her care and custody.

1.3 Canada shall, subject to the appropriation of funds from Parliament, provide the Province with funds to deliver Programs and Services in accordance with the Act and this Agreement.

1.4 The Province shall deliver Programs and Services in accordance with the Act and this Agreement.

1.4.1 The Province shall, subject to appropriation from the House of Assembly continue to provide funding for such costs incurred for Programs and Services for which the Province has agreed upon.

Arrangement No.: 2006-2007-2-00- 3484-0007

- 1.5 The parties jointly undertake to:
- (a) participate in a committee consisting of a representative from each party, which committee shall meet not less than twice a year to:
    - (i) review and assess any matter related to this Agreement and submit a report together with recommendations, if any, of such meeting to each party;
    - (ii) make recommendations respecting adjustments to the level of funding if appropriate and the manner by which funding is to be provided to the Province; and
    - (iii) establish criteria for an evaluation of this Agreement and the Programs and Services.
  - (b) advise each other of any proposed changes in policy, funding or legislation that might directly impact on this Agreement at least ninety (90) days before any such changes come into effect, or such time as may be reasonable in the circumstances.
  - (c) work jointly toward the development of a work plan for the creation of Innu child and family services agencies in the Innu communities.

## 2. TERMS OF PAYMENTS

### 2.1 Monthly Expenditure Plan

The Province agrees to the monthly expenditures as set out in Part D. The Province may propose changes to the monthly expenditures as required. Such changes will take effect thirty (30) days after being mutually agreed to by the parties.

### 2.2 Cash Payments

- 2.2.1 Canada shall make payments, in accordance with the Federal Cash Management Policy, based on the annual amounts identified in Part D and shall provide the Province with a schedule for payments to be made monthly.
- 2.2.2 As required by Section 40 of the *Financial Administration Act* of Canada, funding under this Agreement is subject to the appropriation of funds by Parliament. Canada shall notify the Province in writing of any cancellation or reduction in the funding provided pursuant to this Agreement in the event that Canada's funding levels are changed by Parliament.
- 2.2.3 Funding otherwise payable under this Agreement may be withheld by Canada, if the Audit and Reports are not provided by the Province to Canada as required under this Agreement. Any amounts so withheld shall be paid by Canada to the Province, within forty-five (45) days of receipt of the Reports and Audits.
- 2.2.4 Canada may extend the deadline for the receipt of the Audit and Reports in the event the Province provides written notice, prior to the date the Audit or the Report is due, of circumstances beyond the Province's control.
- 2.2.5 Any Surplus or other amount owing by the Province to Canada is a debt due and payable on the date that the Audit is due. Canada shall notify the Province in writing of the amount owing and may thereafter set off such amount against any amount payable by Canada to the Province.

Arrangement No.: 2006-2007-2-00- 3484-0007

## 2.3 Surpluses

- 2.3.1 For Programs or Services identified as a Contribution or Maintenance in Part D and Part I:
- any Surplus related to the Maintenance portion of the Agreement shall be reimbursed by the Province to Canada. Where there is more than one funding source for the Program or Service, the Province shall reimburse Canada a portion equal to Canada's contribution to the Program or Service; and
  - any claims eligible for reimbursement under the terms and conditions of this Agreement shall be reimbursed by Canada to the Province.
- 2.3.2 For programs and Services identified as a Flexible Transfer Payment or Operations in Part D and Part I, any Surplus shall be retained by the Province.

## 2.4 Notice of Budget Adjustment

- 2.4.1 Funding under this Agreement may be adjusted in accordance with Part F.
- 2.4.2 In accordance with section 9.0, Canada shall notify the Province of the amount and the purpose of each adjustment. The Province shall, within ten (10) working days from the receipt of such notice, raise any concerns with Canada.

## 3.0 RECORDS

The Province shall:

- 3.1 Maintain records for Programs or Services identified as a Contribution in Part D covered by this Agreement for a period of three (3) years from the end of the fiscal year 2006-2007; and
- 3.2 Provide to Canada Reports as prescribed in Part E; and Part G; and
- 3.3 The Province and Canada agrees to treat information collected for the purposes of the Programs and Services provided under this Agreement in accordance with the principles of the *Privacy Act of Canada* and the *Freedom of Information Act*, the *Child, Youth and Family Services Act*, the *Adoption of Children Act* and any other of the Province's laws of general application and to use any personal information so collected only for the purposes of the Agreement.
- 3.4 Subject to section 3.3, allow Canada access to all records relating to any information reported under the terms and conditions of this Agreement. This right is not to be exercised without reasonable cause. The Province will be notified in writing of such cause. Canada shall notify the Province in writing, at least two (2) weeks in advance of the requirement for access to the Province's records and the tests Canada shall perform to confirm the quality of information reported by the Province under the terms and conditions of this Agreement.
- 3.5 Subject to section 3.3, for further clarity Canada:
- (l) may request access to such records as referred to in subsection 3.1, 3.2 and 3.4 above for purposes including:
    - a) compliance reviews for the purpose of determining eligibility and adherence to established standards; and

Arrangement No.: 2006-2007-2-00- 3484-0007

- b) reviews of the quality of data which Canada uses for resourcing, operations, accountability, policy/planning and statutory requirements.

#### 4.0 FINANCIAL REPORTING

- 4.1 The Province shall maintain financial records and prepare a financial Report in accordance with the requirements set out in Part G, Appendix A and which shall be delivered to Canada within one hundred and twenty (120) calendar days of the Province's fiscal year end.
- 4.2 Where the deadline for receipt of the financial Report required under this Agreement has not been complied with, Canada may require that an independent auditor be appointed immediately by the Province. Should the Province refuse to abide by Canada's request within fourteen (14) days of Canada's written notice, Canada may appoint an independent auditor whose reasonable cost shall be borne by the Province. The Province shall ensure that such an auditor shall have reasonable access to records and files.
- 4.3 Canada shall provide the Province with notice of receipt of the Report and general comments, if any, within thirty (30) days of receiving the report.
- 4.4 Where the deadline for receipt of the Audit has not been complied with Canada may require that an independent auditor be appointed immediately by the Province. Should the Province refuse to abide by Canada's request within fourteen (14) days of Canada's written notice, Canada may appoint an independent auditor whose reasonable cost shall be borne by the Province. The Province shall ensure that such an auditor shall have reasonable access to records and files.

#### 5.0 DEFAULT AND REMEDIAL MANAGEMENT

- 5.1 The Province shall be in default of this Agreement in the event:
  - (a) the terms and conditions of this Agreement are not being met by the Province;
  - (b) the Province's auditor gives a denial of opinion or adverse opinion with respect to the financial Reports of the Province in the course of conducting an audit pursuant to subsections 4.1 or 4.4;
- 5.2 In the event the Province is in default the parties shall within fourteen (14) days of Canada's written notice, meet to review the situation.
- 5.3 Notwithstanding section 5.2, in the event the Province is in default under this Agreement, Canada may take one or more of the following actions within 14 days of Canada's written notice, as may reasonably be necessary, having regard to the nature and extent of the default:
  - (a) withhold any funds otherwise payable under this Agreement;
  - (b) require the Province to take any other reasonable action necessary to remedy the default;
  - (c) take such other reasonable action as Canada deems necessary to remedy the default; or
  - (d) terminate this Agreement.
- 5.4 Canada shall be in default of this Agreement in the event:
  - (a) the terms and conditions of this Agreement between the Province and Canada are not being met by Canada;

Arrangement No.: 2006-2007-2-00- 3484-0007

- (b) Canada withholds any funds otherwise payable under this Agreement;

5.5 In the event Canada is in default the parties will meet to review the situation.

5.6 Notwithstanding section 5.5, in the event Canada is in default under this Agreement, the Province may take one or more of the following actions as may reasonably be necessary, having regard to the nature and extent of the default:

- (a) require Canada to take any other reasonable action necessary to remedy the default;
- (b) take such other reasonable action as the Province deems necessary to remedy the default; or
- (c) terminate this Agreement.

## 6.0 PROVISION OF INFORMATION

6.1 Canada will, at the Province's request, provide to the Province:

- (a) any fiscal management policies relevant to the funding provided for in this Agreement upon such policy becoming available to the public; and
- (b) any publicly available information or guidelines relevant to the Programs and Services in the Agreement

## 7.0 AMENDMENTS

7.1 All Amendments to this Agreement shall be made in writing and executed by the parties.

## 8.0 TERMINATION

8.1 Unless terminated in accordance with section 5.3, termination of this Agreement shall require written notice by either party, at least sixty (60) days prior to the termination date indicating the intent and reasons for such termination.

8.2 Decisions will be made by Canada and the Province at the time of termination of this Agreement regarding the nature, scope and conditions of the Programs and Services to be delivered and maintaining program requirements as contained in Part D. Such decisions will be communicated in writing.

8.3 In the event of the termination of this Agreement:

- (a) the Province will provide Canada with an Audit and any outstanding Reports within one hundred and twenty (120) days of the date of termination, unless Canada waives this requirement in writing;
- (b) any unexpended funding transferred to the Province by Canada, up to the termination date of this Agreement, will be paid to Canada by the Province, unless the Province and Canada agree otherwise in writing; and
- (c) any monies owed to the Province by Canada, up to the termination date of this Agreement, will be paid to the Province by Canada, unless the Province and Canada agree otherwise in writing.

Arrangement No.: 2006-2007-2-00- 3484-0007

## 9.0 NOTICES

- 9.1 Where in this Agreement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing addressed to the party for whom it is intended at the addresses noted in section 9.4.
- 9.2 The notice referred to in section 9.1 will be effective by using any one of the following methods and deemed to have been given as at the date specified for each method:
- (a) by personal delivery, on the date upon which the notice is delivered;
  - (b) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other party;
  - (c) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed.
- 9.3 The address information of either party referred to in section 9.4 may be changed by providing notice to the other party of such change.
- 9.4 Notices shall be mailed to:
- (a) Canada at:  
Department of Indian Affairs and Northern Development - Atlantic  
PO Box 160 (40 Havelock St.)  
Amherst, NS B4H 3Z3  
  
**Attention: Director, Newfoundland and Labrador Secretariat**
  - (b) Province of Newfoundland and Labrador at:  
Department of Health and Community Services  
PO Box 8700  
St. John's, NL A1B 4J6  
  
**Attention: Assistant Deputy Minister of Policy and Planning**

## 10.0 EXTENT OF AGREEMENT

- 10.1 This Arrangement constitutes the entire Agreement between the parties with respect to the subject matter therein and supersedes all previous Agreements relating to it unless they are incorporated by reference in this Agreement.

## 11.0 SUCCESSORS

- 11.1 This Agreement shall be binding upon the Parties to this Agreement and their respective administrators and successors.

## 12.0 REPRESENTATION OF AUTHORITY

- 12.1 For the purposes of this Agreement, the Province is not an agent of Canada.

Arrangement No.: 2006-2007-2-00- 3484-0007

### 13.0 CONFLICT OF INTEREST PROVISIONS

- 13.1 No member of the Senate, the House of Assembly of Newfoundland and Labrador or House of Commons of Canada shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- 13.2 No individual for whom the post-employment provisions of 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* apply will derive any direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.

### 14.0 ASSIGNMENT

- 14.1 This Agreement cannot be assigned without the written consent of the parties.

### 15.0 INDEMNIFICATION

- 15.1 The Province will save harmless and fully indemnify Canada, his officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Province, any breach of this Agreement by the Province, and performance or nonperformance (in whole or in part) of the Province's obligations under this Agreement, such indemnification will survive the termination or expiration of this Agreement.
- 15.2 Canada will save harmless and fully indemnify the Province, its officers, employees, servants and agents, successors and assigns from and against all claims, liabilities and demands arising directly or indirectly from any act, omission or negligence of Canada, from any breach of this Agreement by Canada and performance or nonperformance (in whole or in part) of Canada's obligations under this Agreement, such indemnification will survive the termination or expiration of this Agreement.

Arrangement No.: 2006-2007-2-00- 3484-0007

## Part C

**ACCOUNTABILITY FRAMEWORK****1.0 General**

1.1 Without limiting the accountability provisions contained elsewhere in this Agreement, the Province agrees to develop, implement and maintain a system of accountability consistent with the following accountability framework.

**2.0 Transparency**Agency of the Province

2.1 Where the Province delegates authority or transfers funding provided pursuant to this Agreement to an Agency, the Province will remain liable to Canada for the performance of its obligations under this Agreement.

2.2 Where the Province delegates authority or transfers funding provided pursuant to this Agreement to an Agency, the Province shall ensure that the Agency:

- (a) has a specified mandate, a clearly identified role and a defined relationship with the Province;
- (b) adheres to the accountability provisions set out in this Agreement;
- (c) maintains financial records and prepares financial statements in a manner permitting the preparation of the Audit and Reports by the Province;
- (d) upon the written request of Canada, allow Canada access to the premises and the records relating to any Programs and Services delegated or funding transferred by the Province pursuant to this Agreement; and
- (e) provides to the Province its Reports prepared in accordance with the requirements set out in sections 4.1 to 4.4 and in Part E and Part G, Appendix A. Upon the written request of Canada, a copy of the financial Report shall be made available to Canada.

2.3 Without limiting the generality of section 2.1, where the Province delegates authority or transfers funding provided pursuant to this Agreement to an Agency:

- (a) the terms of the delegation will be evidenced by an agreement in writing executed by the Province and the authorized representatives of the Agency;
- (b) said agreement shall contain terms and conditions which would allow the Province to meet its obligations in relation to records and reporting in accordance with sections 4.1 to 4.4; and
- (c) upon the written request of Canada, a copy of the agreement shall be made available to Canada;
- (d) the Province shall ensure that Canada has reasonable access to the Province's records and premises and reasonable access to the records and premises of the Agency; and
- (e) Canada shall notify the Province in writing at least two (2) weeks in advance of any requirement for access pursuant to subsection 2.3(d).

Arrangement No.: 2006-2007-2-00- 3484-0007

2.4 Where the Province delegates authority or transfers funding provided pursuant to this Agreement to an Agency, the Province will save harmless and fully indemnify Canada, his officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Agency, any breach of this Agreement by the Agency, and performance or nonperformance (in whole or in part) of the Province's obligations under this Agreement, and any claims, liabilities, and demands that may arise from the Agency entering into any loan, capital lease or other long term obligation and such indemnification will survive the termination or expiration of this Agreement.

## 2.5 BUDGET

The Province shall have a Budget in place for the term of this Agreement that includes the allocation by the Province of funds transferred under this Agreement to their Agency for the provision of Programs and Services to the Innu Members.

## 3.0 REDRESS

3.1 The Province shall develop, implement and maintain policies and procedures to address disputes related to Programs and Services, which policies and procedures shall, at a minimum, provide for:

- (a) clearly defined and impartial dispute resolution mechanisms for initiating, presenting and resolving disputes including an opportunity for all parties to be heard;
- (b) reasonable time frames within which disputes must be initiated and resolved; and
- (c) an appeal process; and
- (d) appropriate remedies based upon the outcome of the dispute resolution.

PART D

26-Jul-06

11:52 AM

CANADA/NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SERVICES - CFA

PROGRAMS BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN

F.Y. 2006-2007

ACTIVITY	TA	AUTH	TYPE	PMT	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	POOL	TOTAL
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INDIAN AND INUIT AFFAIRS PROGRAM - ACTIVITY STRUCTURE

SOCIAL DEVELOPMENT - Program Activity

FIRST NATION CHILD & FAMILY SERVICES (Sub-activity)

CHILD AND FAMILY SERVICES (BA 23201)																			
Maintenance - Institutions	2370	375	5CONT	A	\$0	\$0	\$0	\$0	\$0	\$2,300,000	\$383,333	\$383,333	\$383,333	\$383,333	\$383,333	\$383,334	\$383,334	\$0	\$4,600,000
CHILD AND FAMILY SERVICES (BA 23201)																			
Operations	2373	375	3FTP	A	\$0	\$0	\$0	\$0	\$0	\$485,208	\$80,868	\$80,868	\$80,868	\$80,868	\$80,868	\$80,867	\$0	\$970,415	
<b>TOTAL SOCIAL DEVELOPMENT</b>					\$0	\$0	\$0	\$0	\$0	\$2,785,208	\$464,201	\$464,201	\$464,201	\$464,201	\$464,202	\$464,201	\$0	\$5,570,415	

5570415

AUTHORIZED SIGNATURE

APPROVED BY FUNDING SERVICES OFFICER

TPMS INPUT

DATE:

DATE:

DATE:

RCM: 0280    AGREEMENT NO: 2006/2007    COMMIT NO:    ATTRIB: 3484    PROJECT: 0000    LINE OBJECT: 3441

Arrangement No.: 2006-2007-2-00- 3484-0007

## Part E

**PROGRAMS DELIVERY AND REPORTING REQUIREMENTS****1.0 PROGRAMS AND SERVICES**

1.1 Programs and Services in accordance with the Act will be provided by the Province and this Agreement as identified in Part H and Part I.

**2.0 THE PARTIES UNDERTAKE TO**

- (a) Endeavour to work with the Innu community councils to promote the planning of Programs and Services that take into account Innu Culture and Traditions.
- (b) Establish a committee including -
  - (i) an operations committee consisting of members from the Province's Agency and the community councils designated to monitor and provide input into service delivery and planning; and
  - (ii) it is agreed that the parties to this Agreement will not pay any costs related to participation on this committee from funds provided under this Agreement.
- (c) Work co-operatively through regular consultations to plan and monitor service delivery; and
- (d) Commit to promote accountability with one another according to the Agreement terms and conditions.

**3.0 MAINTENANCE COSTS**

- 3.1 In accordance with DIAND policy, the costs of maintenance supports for an Innu Child are the responsibility of DIAND where Innu Child is Ordinarily Resident in the Innu community at the time the child comes into the care of the Province.
- 3.2 The costs of maintenance for an Innu Child Ordinarily Resident in the Province outside of the Innu community at the time the child comes into the care of the Province is the responsibility of the Province.

**4.0 REPORTS**

- (a) for operations: twice a year on September 30 and March 31.
- (b) for maintenance: on a monthly basis.
- (c) an annual report.

**Reporting Requirements:**

Refer to the First Nations National Reporting Guide - *Child and Family Services Maintenance Report and Monthly and Child and Family Services Operational Report.*

Arrangement No.: 2006-2007-2-00- 3484-0007

**PART F**

**ADJUSTMENT FACTORS**

Child & Family Services

Maintenance - Institutions  
Maintenance - Foster Homes  
Maintenance - Group Homes

The budget is set at the start of the Agreement based on actual costs at provincial rates for the provision of Children In Care Programs and Services. Adjustment may be made to the budget in accordance with projections and estimated eligible expenditures.

Operations

Adjusted annually in accordance with DIAND's policy.

Arrangement No.: 2006-2007-2-00- 3484-0007

## PART G

**SCHEDULE OF REPORTING REQUIREMENT DUE DATES**

	<b>REPORTS REQUIRED</b>	<b>REPORTS DUE</b>
<b>Child and Family Services</b>	<ul style="list-style-type: none"> <li>- Child and Family Services Maintenance Report</li> <li>- Child and Family Services Operations Finance Report</li> <li>- Child and Family Services Annual Report.</li> </ul>	<p>Due Monthly fifteen (15) days after month end.</p> <p>Due twice yearly, October 15 and April 15.</p> <p>Due annually May 15.</p>
<b>Financial Report</b>	Audit as required under PART G, Appendix A.	Due 120 days after the Province's fiscal year end.

Arrangement No.: 2006-2007-2-00- 3484-0007

**PART G  
APPENDIX A**

**REPORTING WITH AUDITED FINANCIAL STATEMENTS**

**1.0 INTRODUCTION**

The Provincial Audit of DIAND funding will be based on general purpose financial statements that meet the needs of all potential readers and be prepared in accordance with generally accepted accounting principles (GAAP). These statements shall be audited in accordance with generally accepted auditing standards.

This Appendix will not explain or detail GAAP requirements but will only detail DIAND specific financial audit requirements.

**2.0 GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP) FINANCIAL REPORTING REQUIREMENTS**

The Province should follow the relevant recommendations found in the Canadian Institute of Chartered Accountants (CICA) Handbook.

**3.0 TREATMENT OF DIAND FUNDING AT YEAR END**

**3.1 Programs and Services Schedules (see example attached)**

In addition to the financial audit required by GAAP, DIAND requires that the Province prepare a separate schedule of revenues and expenditures for each Program and Service funded under the Agreement.

**3.2 Amounts due to/from the Crown**

Contribution funding provided to the Province is to be used for the purposes specified in the Agreement. The Province must reimburse any unexpended balances or unallowable expenditures to DIAND and disclose these amounts as an accounts payable to DIAND in their Audit.

Any claims eligible for reimbursement under the terms and conditions of the Agreement will be reimbursed by DIAND to the Province and must be disclosed as an account receivable in the Province's Audit.

Arrangement No.: 2006-2007-2-00- 3484-0007

**PART G  
APPENDIX A**

**EXAMPLE OF PROGRAMS AND SERVICES SCHEDULE**

(Recipient's Name)  
Statement of Revenue and Expenditure  
(Description of the programs and Services as stated in the Agreement)  
for the year ended (\_\_\_\_)

	<u>20(xx)</u> \$	Budget <u>20(xx)</u> \$	<u>20(xx-1)</u> \$
<b>REVENUE</b>			
DIAND			
Other government departments			
Private enterprises			
Other sources	_____	_____	_____
Total programs and services revenue			
<b>EXPENDITURE</b>			
Salaries			
Employee benefits			
Rent			
Travel			
Consultation fees			
Administration			
Band and interest charges			
Other (specify)	_____	_____	_____
Total programs and services expenditure			
	_____	_____	_____
<b>SURPLUS (DEFICIT)</b>	_____	_____	_____

See accompanying notes to financial statement

Arrangement No.: 2006-2007-2-00- 3484-0007

**PART H****Child, Youth and Family Program and Services  
Newfoundland and Labrador,  
as identified in the Act and it's regulations.****1. Foster Care**

- Assessment
- Referral
- Residential placement
- Clothing
- Counselling
- Social and Recreational Services
- Transportation
- Tutoring
- Behavioural Intervention
- Compensation for Damages
- Educational Services
- Medical Services
- Respite
- Family Visiting
- Voluntary Care

**2. Protective Intervention**

- Family Support Services
- Investigation/Assessment
- Referral
- Parent Coaching
- Clothing
- Counselling
- Social and Recreational Services
- Transportation
- Tutoring
- Behavioural Intervention
- Educational Services
- Medical Services
- Respite
- Homemaker Services

**3. Child Welfare Allowance:**

- Basic maintenance rates
- Clothing
- Counselling
- Social and Recreational Services
- Transportation
- Tutoring
- Behavioural Intervention
- Educational Services
- Medical Services
- Respite

**4. Special Child Welfare Allowance :Children with special physical and /or developmental disabilities**

- Basic maintenance rates
- Clothing
- Counselling
- Social and Recreational Services
- Transportation
- Tutoring
- Behavioural Intervention
- Educational Services
- Medical Services
- Respite

Arrangement No.: 2006-2007-2-00- 3484-0007

**5. Youth Services:**

- Residential placement
- Clothing
- Counselling
- Social and Recreational Services
- Transportation
- Tutoring
- Behavioural Intervention
- Compensation for Damages
- Educational Services
- Medical Services
- Respite

**6. Adoptions Services:**

- Subsidized Adoption
- Special Equipment

**7. Post Adoption Services:**

**8. Child Care Services:**

- Child care subsidizes
- One on one support in daycare settings
- Child care placements
- Licenced Child Care services

\* Most of the above services require social work intervention, assessment and support.

Arrangement No.: 2006-2007-2-00- 3484-0007

## PART I

**PROGRAMS AND SERVICES FOR WHICH DIAND WILL ASSUME  
FINANCIAL RESPONSIBILITY**

**MAINTENANCE COSTS:** Reimbursed as a Contribution on the basis of actual expenditures; up to a maximum of **\$4,600,0000**.

The cost of maintaining an Innu Child Ordinarily Resident in one of the Innu communities out of the parental home in foster, group or institutional care at a rate set by the Province as a per diem and intended to cover:

- food
- clothing
- residential placement or foster care
- fixed amount for social and recreational services
- transportation for the child
- transportation for the care giver related to care of the child

In cases where the child in care out of the parental home has needs above those covered under the per diem rate established by the Province, DIAND may, on a case by case basis and as approved by Atlantic region of DIAND, cover special needs related to:

- special dietary requirements (not covered under the NIHB program)
- special clothing
- special equipment beyond those covered under insured or non insured programs
- visits of the child to parent/guardian
- special transportation required for the social well being of the child.

**OPERATIONAL COSTS:** Allocated as a Flexible Transfer Payment and calculated on the basis of the formula contained in the national policy as follows:

Fixed amount per program	\$143,158.84
Fixed amount per community (\$10,713.59 x 2)	\$ 21,427.18
Amount per child (\$726.91 x estimated child population of 1,047)	\$761,074.77
Fixed Amount based on average remoteness; (\$9,235.23 x .43)	\$ 3,971.15
Amount per community based on average remoteness ((\$8,865.90 x 2 x .43)	\$ 7,624.67
Amount per child based on average remoteness; (1,047 x \$73.65 x .43)	<u>\$ 33,157.97</u>
<b>100% FORMULA FUNDING (April 1, 2006 - March 31, 2007)</b>	<b>\$970,414.58</b>

**Note:** The estimated child population (0-18) upon which the calculation is based is 698 for Sheshatshiu and 349 for Mushuau for a total of 1047.

The Remoteness Factor is an index measuring the remoteness of communities relative to other communities in Canada. It is based on the DIAND Band Support formula and is deemed to be an average of .43 for the 2 Innu communities.

Arrangement No.: 2006-2007-2-00- 3484-0007

The Operational allocation is intended to cover those items which are within DIAND's authority for Child and Family Services but which cannot be reimbursed as a Contribution under Maintenance. These include but are not limited to:

- Salaries and benefits
- Rent
- Maintenance of facility and equipment
- Staff transportation
- Investigation/assessment
- Referral
- Counselling to client groups
- Parent coaching
- Home support services to children in their own homes
- Prevention services
- Legal services
- Adoption services
- Compensation for damages

**Services identified in Part H for which DIAND, through this Agreement, cannot provide funding:**

- Tutoring
- Behavioural intervention
- Education services
- Medical services including medical transportation
- Child care subsidies
- Licensed child care services
- One on one support in daycare settings

The above functions are beyond the authorities of DIAND for Child and Family Services and cannot be funded through this Agreement. Other federal agreements may or may not provide funding for these services.

CIDM #213149

PROTECTED A

**CANADA/NEWFOUNDLAND AND LABRADOR  
AGREEMENT - CHILD AND FAMILY SERVICES**

**AGREEMENT NO.:** 2006/2007 - 2 - 00 - 03483 - 0007

**FISCAL YEAR:** 2006/2007

**ADJUSTMENT NO.:** 01

**WHEREAS** the Agreement makes provision for adjustments (Section 2.4) to funding transferred to the Province by Canada upon notice by Canada; and due to the signing of the Agreement on October 4, 2006.

**NOW THEREFORE**, Canada hereby gives notice as follows:

1.0 In accordance with Subsection 2.4.2 and Part F of the Agreement, but subject to the provisions of the Agreement, Canada will increase the agreement by **four hundred seventy eight thousand, seven hundred and seventy four dollars (\$478,774.00)** for the following purpose:

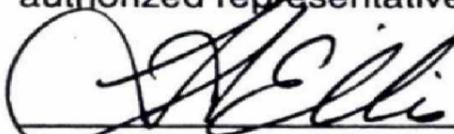
<b>Child and Family Services</b>	
2370 Maintenance - Institutions (Contribution)	\$478,774.00
Adjustment to agreement	

<b>Total Funding</b>	<b><u>\$478,774.00</u></b>
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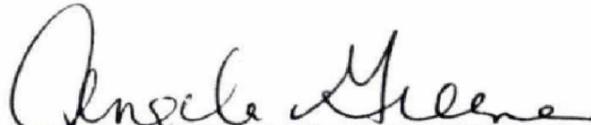
2.0 This Notice of Budget Adjustment forms part of the Agreement and is subject to the provisions of the Agreement.

3.0 All other terms and conditions of the Agreement will continue in full force and effect.

This Notice of Budget Adjustment has been executed on behalf of Canada by Her duly authorized representative.

  
 \_\_\_\_\_  
 Director Funding Services

2007-1-15  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Financial Approval

Jan 16 / 07  
 \_\_\_\_\_  
 Date