

**COMPREHENSIVE FUNDING ARRANGEMENT
PROVINCE OF NEWFOUNDLAND & LABRADOR
CHILD, YOUTH AND FAMILY SERVICES
FOR
2011/2012**

Arrangement No.: 1112-02-000092

COMPREHENSIVE FUNDING ARRANGEMENT
ARTICLES OF AGREEMENT

This Comprehensive Funding Arrangement hereinafter referred to as the "Arrangement" is made:

BETWEEN:

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

(hereinafter referred to as the "Canada")

AND

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF NEWFOUNDLAND & LABRADOR,**
as represented by the Minister of Child, Youth and Family Services,
the Minister for Intergovernmental and
Aboriginal Affairs Secretariat;

(hereinafter referred to as the "Province")

WHEREAS Canada is providing funding to the Province to assist in the delivery of child, youth and family service for the benefit of the Members of the Mushuau and Sheshatshui Innu First Nation 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 Labrador Grenfell Regional Health Authority for the purpose of delivering programs and services for the Province and designated it as a child and family service agent;

AND WHEREAS the Province recognizes a responsibility to:

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

NOW THEREFORE THE CANADA AND THE PROVINCE AGREE TO THE FOLLOWING:**1.0 ARRANGEMENT**

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

PART A - Definitions
 PART B - General Terms and Conditions
 PART C - Accountability Framework
 Schedule Program, Service or Activity Budgets, Authorities and Monthly Expenditure Plan
 FED-1
 Schedule Programs, Services and Activities Delivery Requirements, Reporting Requirements and
 DIAND-3 Adjustment Factors
 Schedule Schedule of Reporting Requirement Due Dates
 DIAND-4
 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 Service Funded by DIAND
 Appendix A

2.0 ARRANGEMENT AMOUNT

2.1 Canada agrees to provide an amount of up to **eight million dollars (\$8,000,000.00)** to the Province in accordance with the terms and conditions of this Agreement. (See Part B)

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-Operations Funding allocated as a Fixed Contribution, as detailed in Part I - \$970,415.00

-Maintenance Funding as a Set Contribution, as detailed in Part I - \$7,029,585.00

TOTAL FUNDING: \$8,000,000.00

3.0 DURATION OF THE ARRANGEMENT

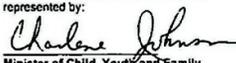
- 3.1 This Arrangement shall be in effect from **April 1, 2011** until **March 31, 2012** subject to the termination provisions contained in this Arrangement.
- 3.2 This Arrangement has been executed by Canada and the Province by their duly authorized representatives.
- 3.3 Subject to the agreement of the Parties, this Agreement may be renewed prior to the expiration date set out in Section 3.1.

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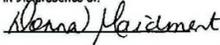
SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development

Assoc 
Regional Director General

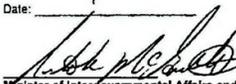
SIGNED ON BEHALF OF PROV. NEWFOUNDLAND & LABRADOR - as represented by:


Minister of Child, Youth and Family Services

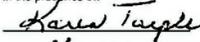
in the presence of:



Date: _____


Minister of Intergovernmental Affairs and Aboriginal Affairs Secretariat

in the presence of:



Date: Mar 27 2013

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PART A**DEFINITIONS****ACT**

The *Child, Youth and Family Services Act* and the *Adoption of Child 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 Recipient.

AUDIT

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

AMENDMENT

A formal change to the terms and conditions of this Arrangement which is executed by both parties.

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 to the parental home in a foster home, group home or an institution.

CONTRIBUTION

A conditional Transfer Payment for a specified purpose 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 the Crown.

DEPARTMENT (DIAND)

The Department of Indian Affairs and Northern Development.

FIXED CONTRIBUTION FUNDING

Is an option for providing transfer payments to Aboriginal recipients where a contribution can be based on a predetermined annual estimate of the funding required by a recipient to achieve the objectives of a transfer payment program.

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.

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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*.

MONTHLY EXPENDITURE PLAN

A statement set out in Schedule FED-1 - Program, Service or Activity Budgets, Authorities and Monthly Expenditure Plan distributing the annual budget for programs, services and activities in accordance with the Recipient's estimated monthly cash requirement.

NOTICE OF BUDGET ADJUSTMENT

Changes to a program, service or activity funding level, calculated in accordance with predetermined adjustment factors as set out in Schedule DIAND-3 - Adjustment Factors, and confirmed to the Recipient 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.

REPORTS

Financial reports that are in accordance with Sections 4.4.1 to 4.4.4 and Schedule DIAND-4, Appendix A and/or the data reports required in accordance with Schedule DIAND-3 of this Agreement.

REMEDIAL MANAGEMENT PLAN

A plan, developed by the Province and approved by the Minister, which reflects measures to be taken by the Province which are necessary to remedy a default under this Arrangement.

SURPLUS

The amount by which funds, provided by Canada and other sources exceeds eligible expenditures by the Province for delivery of a program, service or activity.

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 the Crown.

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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 presumptions 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 agreement upon.

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.

2.0 TERMS OF PAYMENTS

2.1 Monthly Expenditure Plan

2.1.1 The Province agrees to the monthly expenditures as set out in Schedule FED-1 - Program, Service or Activity

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Budgets, Authorities and Monthly Expenditure Plan. 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 Schedule FED-1 and shall provide the Province with a schedule for payment to be made monthly.
- 2.2.2 As required by section 40 of the *Financial Administration Act*, funding under this Arrangement 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 Arrangement 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 audits 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 the 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.

2.3 Surpluses and Deficits

- 2.3.1 For each program, service or activity identified as a **Set Contribution** or Maintenance in Schedule FED-1 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 Arrangement shall be reimbursed by the Canada to the Province.
- 2.3.2 For each program, service or activity identified as a **Fixed Contribution** in Schedule FED-1 and Part I, any Surplus shall be retained by the Province.

2.4 Notice of Budget Adjustment

- 2.4.1 The Minister may adjust funding under this Agreement by way of Notice of Budget Adjustment in accordance with Schedule DIAND-3.
- 2.4.2 In accordance with article 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 each program or service identified as a Set Contribution in Scheduled FED-1 covered by this Agreement for a period of three (3) years from the end of the fiscal year 2011/2012; and
- 3.2 Provide Canada reports as prescribed in Schedule DIAND-3 and Schedule DIAND-4.
- 3.3 The Province and Canada agree 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 *Access to Information and Protection of Privacy Act*, the *Child, Youth and Family Services Act*, the *Adoptions 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 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 test 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:

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- (i) 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 determine eligibility and adherence to established standards; and
 - (b) confirm the integrity of any data which has been reported by the Recipient pursuant to this Arrangement; or

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 Schedule DIAND-4, 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, with 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 with 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 Arrangement in the event that:
 - (a) the terms and conditions of this Arrangement are not met by the Province;
 - (b) the Province's auditor gives a denial of opinion or adverse opinion with respect to the financial report of the Province in the course of conductin 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 Arrangement, 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 Arrangement;
 - (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; or
 - (d) terminate this Arrangement.
- 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.
 - (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;

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- (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, AUDIT AND EVALUATION

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 Arrangement upon such policy becoming available to the public; and
- (b) any publicly available information or guidelines relevant to the programs, services and activities set out in this Arrangement.

6.2 At the invitation of the Province, Canada may, at any time during the term of this Arrangement or within five years of its expiry or termination, carry out one or more audits or evaluations of the effectiveness of any or all of the programs and services funded under this Arrangement, including those programs and services provided by Agencies, or of the Province's management practices in relation to this Arrangement. In the event that Canada decides, at the invitation of the Province, to carry out one or more such audits or evaluations, the Province will cooperate in the conduct of any such audit or evaluation and provide to Canada, representatives of Canada such information as they require. The Province shall maintain accounting documentation regarding all funding provided by Canada in a manner that will allow for audit.

7.0 AMENDMENTS

7.1 All Amendments to this Arrangement shall be made in writing and executed by both parties.

8.0 TERMINATION

8.1 Unless terminated in accordance with Section 5.3, termination of this Arrangement 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 Schedule FED-1. Such decision will be communicated in writing.

8.3 In the event of the termination of this Arrangement:

- (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 the Canada, up to the termination date of this Arrangement, will be paid to Canada by the Province, unless the Province and Canada agree otherwise in writing;
- (c) any monies owed to the Province by Canada, up to the termination date of this Arrangement, will be paid to the Province by Canada, unless the Province and the Canada agree otherwise in writing.

9.0 NOTICES

9.1 Where in this Arrangement 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, on the date upon which receipt of the notice is acknowledged by the other party;
- (c) by facsimile or electronic mail, on 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.

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9.4 Notices shall be mailed to:

Recipient	Province	Minister	Canada
	Minister of Child, Youth and Family Services		Dept. of Indian and Northern Affairs
	PO BOX 8700		
	St. John's, NL A1B 4J6		PO Box 140, Havelock Street
			Amherst, NS B4H 3Z3
	Attn: Assistant Deputy Minister of Child, Youth & Family Services		Attn: Director, Funding Services

10.0 EXTENT OF ARRANGEMENT

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

11.0 SUCCESSORS

11.1 This Arrangement shall be binding upon the parties to this Arrangement and their respective administrators and successors.

12.0 REPRESENTATION OF AUTHORITY

12.1 For the purposes of this Arrangement, the Province agrees not to represent itself as an agent of the Canada.

13.0 CONFLICT OF INTEREST PROVISIONS REGARDING FEDERAL OFFICIALS

13.1 No member of the Senate or House of Assembly of Newfoundland and Labrador or House of Commons of Canada shall be admitted to any share or part of this Arrangement or any benefit arising therefrom.

13.2 No individual to whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply will derive any direct benefit from this Arrangement unless that individual is in compliance with the applicable post-employment provisions.

14.0 ASSIGNMENT

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 Arrangement by the Province, and performance or nonperformance (in whole or in part) of the Province's obligations under this Arrangement, such indemnification will survive the termination or expiration of this Arrangement.

15.2 Canada will save harmless and fully indemnify the Province, its officers, employees, servants and agents, successors and assigns against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of Canada, 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.

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PART C**ACCOUNTABILITY FRAMEWORK**

- 1.0 General**
- 1.1 Without limiting the accountability provisions contained elsewhere in this Arrangement, the Province agrees to develop, implement and maintain a system of accountability consistent with the following accountability framework and the obligations contained herein.
- 2.0 Transparency**
- 2.1 Agency of the Province
- 2.1.1 Where the Province delegates authority or transfers funding provided pursuant to this Arrangement to an Agency, the Province will remain liable to Canada for the performance of its obligations under this Arrangement.
- 2.2 Where the Province delegates authority or transfers funding provided pursuant to this Arrangement 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 Arrangement;
 - (c) maintains financial records and prepares financial statements in accordance with the requirements set out in Appendix A, in a manner permitting the preparation of the financial statements by the Province;
 - (d) upon written request of Canada, allows Canada access to the premises and records relating to any programs and services delegate 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 Schedule DIAND-3 and Schedule DIAND-4, Appendix A. Upon the written request of Canada, a copy of the financial statements shall be made available to Canada.
- 2.3 Without limiting the generality of subsection 2.1, where the Recipient delegates authority or transfers funding provided pursuant to this Arrangement to an Agency :
- (a) the terms of the delegation or transfer 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 relations to records and reporting in accordance with sections 4.1 to 4.4;
 - (c) upon the written request of the 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).
- 2.4 Where the Province delegates authority or transfers funding provided pursuant to this Arrangement 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 Arrangement by the Agency, 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 Arrangement.
- 2.5 Budget
- The Province shall have a Budget in place for the term of this Arrangement that includes the allocation by the Province of funds transferred under this Arrangement 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:

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- (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;
- (c) an appeal process; and
- (d) appropriate remedies based upon the outcome of the dispute resolution.

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SCHEDULE "FED-1" - Federal Departments Consolidated Cash Flow Statement
1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan

As Of 2012/03/15

Arrangement #: 1112-02-000092

Arrangement Type: FAPGT

Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER

Fiscal Year: 2011-2012

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA

PROGRAM/BUDGET/ TRANSACT/ACTIVITIES	01	02	03	04	05	06	07	08	09	10	11	12	Real	Revised	Allocation
Social Development															
SOCIAL DEVELOPMENT - BP300															
CHILD AND FAMILY SERVICES - P1301															
OPERATIONS - CFS (2012.0301)	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00
Total Federal Contribution	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00
Self Contribution															
Social Development															
SOCIAL DEVELOPMENT - BP300															
CHILD AND FAMILY SERVICES - P1301															
MAINTENANCE - FOSTER HOMES (2012.0301)	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00
Total Self Contribution	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00	506,632.00
Total DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00
Total All Departments	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00	807,497.00

Arrangement No.: 1112-02-000092

SCHEDULE "FED-1" - Federal Departments Consolidated Cash Flow Statement
2.0 - Cash Flow by Fiscal Year by Department

As Of 2012/03/15

Arrangement #: 1112-02-000092
Arrangement Type: FAPGT
Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER
Current Year: 1 of 1

Budget	2011-2012
Department of Indian and Northern Affairs Canada	\$6,000,000.00
Total	\$6,000,000.00

Arrangement No.: 1112-02-000092

SCHEDULE "FED-1" - Federal Departments Consolidated Cash Flow Statement
3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month

As Of 2012/03/15

Arrangement #: 1112-02-000092
Arrangement Type: FAPGT
Recipient: 3464 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER
Current Year: 1 of 1

	2011-2012
April	\$587,497.00
May	\$587,497.00
June	\$587,497.00
July	\$587,497.00
August	\$587,497.00
September	\$587,497.00
October	\$587,497.00
November	\$587,497.00
December	\$587,497.00
January	\$587,497.00
February	\$587,497.00
March	\$587,533.00
Pool	\$950,000.00
Holdback	\$0.00
Total	\$8,000,000.00

Arrangement No.: 1112-02-000092

SCHEDULE "FED-1" - Federal Departments Consolidated Cash Flow Statement
4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department

As Of 2012/03/15

Arrangement #: 1112-02-000092
 Arrangement Type: FAPGT
 Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER
 Current Year: 1 of 1

	Total	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Pool	Holdback
Department of Indian and Northern Affairs	\$1 000 000.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$0.00
Canada	\$1 000 000.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$587,497.00	\$0.00
Total	\$1 000 000.00	\$587,497.00	\$0.00												

Arrangement No.: 1112-02-000092

Arrangement No.: 1112-02-000092

SCHEDULE DIAND-3**PROGRAMS, SERVICES AND ACTIVITIES DELIVERY REQUIREMENTS 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) Endeavor 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 cooperatively 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) Work Plan Final Report
- (b) for maintenance: on a monthly basis.
- (c) an annual financial statements report.

Reporting Requirements

Refer to the *Recipient Reporting Guide (RRG)* - DCI 455917 - *Child and Family Services Maintenance Report - Monthly and Child*, DCI 1208367 - *Child and Family Services Work Plan*, DCI 455959 - *Annual Report INAC Head Start Program* and DCI 1208369 - *Child and Family Services Work Plan Final Report*.

Arrangement No.: 1112-02-000092

ADJUSTMENT FACTORS

<u>Child & Family Services</u>	
Maintenance - Institutions Maintenance - Foster Homes Maintenance - Group Homes	The budget is set at the start of the Agreement based on actual costs at the provincial rates for the provision of Children in Care Programs and Services. Adjustments may be made to the budget in accordance with projects and estimated eligible expenditures.
Operations	Adjusted annually in accordance with DIAND's policy.

Arrangement No.: 1112-02-000092

DIAND-4
Unclassified

SCHEDULE "DIAND-4" - Schedule of Reporting Requirement and Due Dates
PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER (3484)

Funding Agreement for Provincial and Territorial Governments

1112-02-000092
2011-2012

Arrangement No.:
Fiscal Year:

Program / Budget Activity / Report Name	Reports Due
SOCIAL DEVELOPMENT	
CHILD AND FAMILY SERVICES	
1208367 - (1208367) - Child and Family Services Work Plan Annual #1	2012/01/31
1208369 - (1208369) - Child and Family Services Work Plan Final Report Annual #1	2012/04/30
455917 - (0045) - Child and Family Services Maintenance Monthly Report Monthly #1	2011/05/15
Monthly #2	2011/06/15
Monthly #3	2011/07/15
Monthly #4	2011/08/15
Monthly #5	2011/09/15
Monthly #6	2011/10/15
Monthly #7	2011/11/15
Monthly #8	2011/12/15
Monthly #9	2012/01/15
Monthly #10	2012/02/15
Monthly #11	2012/03/15
Monthly #12	2012/04/15
455959 - (0046_02) - Annual Report INAC Head Start Program Submission #1	2012/05/31

TP - Financial

SCHEDULE "DIAND-4" - Schedule of Reporting Requirement and Due Dates
2012/03/15 - 08:28:29

PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER (3484)

Arrangement No.: 1112-02-000092

Program / Budget Activity / Report Name	Reports Due
TP - Financial	2012/07/29

No DCI - (F-0192) - Annual Unaudited Schedule of Revenue and Expenditure
 Annual Unaudited Schedule of Revenue and Expenditure

SCHEDULE "DIAND-4" - Schedule of Reporting Requirement and Due Dates
 2012/03/15 - 08:28:29

PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER (3484)

Arrangement No.: 1112-02-000092

PART H

Child, Youth and Family Program and Services
Newfoundland and Labrador,
as identified in the Act and its 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

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- 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

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 subsidies
- One on one support in daycare settings
- Child care placements
- Licensed Child Care services

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

Arrangement No.: 1112-02-000092

APPENDIX A

**REPORTING WITH A
STATEMENT OF REVENUE AND EXPENDITURE**

1.0 INTRODUCTION

1.1 The Province will provide DIAND with a statement of revenue and expenditure to account for the funds provided through the Arrangement.

2.0 FINANCIAL REPORTING REQUIREMENTS

2.1 The statement of revenue and expenditure shall include the following:

- (a) A statement of revenue and expenditure for each program, service and activity funded under this Arrangement (**see example**) signed by the Province. More specifically,
 - (i) the statement should be presented on an accrual basis;
 - (ii) the revenue section of the statement should include funding/revenue from all sources including funds received from other government departments, private enterprises and other sources;
 - (iii) the expenditure section of the statement should include all expenditures relating to the programs, services and activities; and
 - (iv) the amounts due to/from DIAND should be disclosed. Contribution funding provided to the Province is to be used for the purposes specified in the Arrangement. The Province must reimburse any unexpended balances or unallowable expenditures to DIAND and disclose these amounts as an accounts payable. Also, any claims eligible for reimbursement under the terms and conditions of the Arrangement will be reimbursed by DIAND to the Province and must be disclosed as an accounts receivable.
- (b) The accompanying notes to the statement of revenue and expenditure.

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Arrangement No.: 1011-02-000035

OPTION 3

APPENDIX A

EXAMPLE OF PROGRAMS, SERVICES AND ACTIVITIES
STATEMENT OF REVENUE AND EXPENDITURE

(Province's Name)
 Statement of Revenue and Expenditure
 (Description of the programs, services and activities as stated in the Arrangement)
 for the year ended (_____)

	Budget		
	20(xx)	20(xx)	20(xx+1)
	\$	\$	\$
REVENUE			
DIAND			
Other government departments			
Private enterprises			
Other sources	(_____)	(_____)	(_____)
Total programs, services and activities revenue			
EXPENDITURE			
Salaries			
Employee benefits			
Rent			
Travel			
Consultation fees			
Administration			
Bank and interest charges			
Other	_____	_____	_____
Total programs, services and activities expenditure	_____	_____	_____
SURPLUS (DEFICIT)	=====	=====	=====
AMOUNT PAYABLE TO DIAND	=====	=====	=====
Signature: _____			

See accompanying notes to statement of revenue and expenditure

Arrangement No.: 1112-02-00092

SCHEDULE "OFD-1"

[OTHER FEDERAL DEPARTMENTS NAME] TERMS AND CONDITIONS

Specific Federal Department Terms and Conditions, if applicable.