

**FUNDING AGREEMENT**

**PROVINCE OF NEWFOUNDLAND AND LABRADOR  
CHILD YOUTH AND FAMILY SERVICES**

**2020-2021**

**FUNDING AGREEMENT****BETWEEN:**

**Her Majesty the Queen in Right of Canada,**  
as now represented by the Minister of Indigenous Services and the Minister of Crown-Indigenous Relations  
and the Minister of Northern Affairs;

(hereinafter referred to as "Canada")

**AND**

**Her Majesty the Queen in Right of Newfoundland and Labrador**  
as represented by the Minister of Children, Seniors and Social Development, and the Minister for  
Intergovernmental Affairs.

(hereinafter referred to as the Province)

**WHEREAS:**

- A. The Province wishes to provide certain programs and/or services and/or to carry out certain activities; and
- B. Canada wishes to transfer funds to the Province for those program(s), service(s) and/or activity(ies) through the federal institution(s) with respect to which the Minister(s) representing Canada in this Agreement preside(s) or is(are) responsible.

**NOW THEREFORE** the parties agree as follows:

**1.0 INTERPRETATION****1.1 Definitions**

1.1.1 In this Agreement, unless otherwise provided:

**"Agreement"** means this Agreement and includes all Schedules, any Notices of Budget Adjustment, and any amendments made in accordance with section 12.3 (Amendments), section 3.2 (Funding Subject to Appropriation and Departmental Funding Authorities), subsection 4.3.4, section 3.2 (Adjustment of Amounts Allocated by Period) of Schedule - 2 and subsection 3.3 (Where Amounts Not Allocated by Period) of Schedule - 2.

**"Cash Flow"** means the payments Canada will make to the Province in accordance with Schedule - 1.

**"CIRNAC"** means the Department of Crown-Indigenous Relations and Northern Affairs.

**"ISC"** means the Department of Indigenous Services.

**"Federal Department"** means a federal department or federal government institution through which the Crown provides any of the Funding.

**"Financial Reports"** means the Province's financial reports prepared in accordance with section 4.3 (Reporting).

**"Fiscal Year"** means a one year period, beginning April 1 of a year and ending March 31 of the following year that covers or partly covers the term of this Agreement.

**"Notice of Budget Adjustment"** means a notice to the Province from Canada that changes the amount of funding provided under this Agreement in accordance with section 3.3 (Formula-based or Factor-based Funding Adjustment).

**"Schedule"** means a Schedule to this Agreement.

**1.2 Multiple Funding Departments**

- 1.2.1 Except where otherwise indicated or prohibited by law, where more than one Federal Department provides funding under this Agreement, Canada's rights and remedies under this Agreement may be exercised by any Federal Department, and Canada's obligations under this Agreement may be carried out by any Federal Department, as determined by Canada.

## **2.0 TERM**

- 2.1 Subject to section 3.2 (Funding Subject to Appropriations and Departmental Funding Authorities), article 9.0 (Remedies on Default) and article 11.0 (Termination), the term of this Agreement will be from the the 1st day of April, 2020 until the 31st day of March 2021.

## **3.0 FUNDING FROM CANADA**

### **3.1 Provision of Funding**

- 3.1.1 Subject to the terms and conditions of this Agreement, Canada shall transfer to the Province funding for each Fiscal Year covered by this Agreement in accordance with Schedule - 2 of this Agreement up to the amount set out in Schedule - 1.

- 3.1.2 Canada shall transfer funding according to the schedule of periodic payments set out in Schedule - 1. If this Agreement covers more than one Fiscal Year, Schedule - 1 will set out a schedule of periodic payments for the first Fiscal Year and Canada shall by notice, before each subsequent Fiscal Year, provide a revised schedule of periodic payments for that Fiscal Year.

- 3.1.3 ISC may transfer the funding on behalf of other Federal Departments.

### **3.2 Funding Subject to Appropriations and Departmental Funding Authorities**

- 3.2.1 Notwithstanding any other provision of this Agreement, the amount of any funding to be provided to the Province, as otherwise calculated or payable pursuant to this Agreement, is subject to the appropriation of funds by the Parliament of Canada.

- 3.2.2 In the event that any funding authority of ISC, CIRNAC or any other Federal Department for any program, service or activity for which funding is provided under this Agreement is modified or canceled by the Treasury Board of Canada or by that Federal Department, or if funding levels of ISC, CIRNAC or any other Federal Department are reduced, increased or canceled by Parliament for any Fiscal Year in which payment is to be made under this Agreement, Canada may terminate or adjust the amount of funding under this Agreement accordingly.

### **3.3 Formula-based or Factor-based Funding Adjustments**

- 3.3.1 Where the amount of funding for any program, service or activity as set out in Schedule - 1 is changed in accordance with an adjustment factor set out in the Schedule - 3, Canada shall, by Notice of Budget Adjustment, amend Schedule - 1 accordingly.

### **3.4 Holdback**

- 3.4.1 If Schedule - 1 shows a "Holdback" amount for any program, service or activity for which funding is provided under this Agreement, Canada will not release that amount until the requirements of this section are met.

- 3.4.2 Subject to article 5.0 (Amounts Owning to Canada), for each program, service or activity for which an amount is held back under subsection 3.4.1, Canada shall pay to the Province that amount within forty-five (45) days of the Province's fulfillment to Canada's satisfaction of all reporting requirements of this Agreement relating to that program, service or activity.

## **4.0 Province's RESPONSIBILITIES**

### **4.1 Programs, Services and Activities**

- 4.1.1 The Province shall provide the programs and services and carry out the activities for which funding is provided under this Agreement in accordance with the delivery requirements set out in the Schedules.

### **4.2 Record Keeping**

- 4.2.1 Without limiting section 4.3 (Reporting) or any other requirement to maintain accounts and records, the Province shall maintain accounts and financial and non-financial records for each program, service and

activity for which funding is provided under this Agreement, and shall retain these accounts and records, including all original supporting documentation, for a period of seven (7) years from the end of the latest Fiscal Year to which the accounts and records relate.

4.2.2 The accounts and records referred to in subsection 4.2.1 must be maintained in such a way as to substantiate the schedules of revenue and expenses to be provided to Canada in accordance with the *Reporting Guide*.

4.2.3 The Province shall comply with any additional requirements to maintain accounts and records set out in any Schedule.

#### **4.3 Reporting**

4.3.1 The Province shall prepare Financial Reports in accordance with the *Reporting Guide* for each Fiscal Year and shall deliver those Financial Reports to Canada, and to any other Federal Department that requests them, within one hundred and twenty (120) days of the end of each Fiscal Year.

4.3.2 The Province shall submit to Canada all reports listed in Schedule - 4, on or before the due dates set out in that Schedule, according to the requirements for each report as set out in the *Reporting Guide* and in Schedule - 3, as applicable.

4.3.3 If this Agreement covers more than one Fiscal Year, Canada may, by advance notice to the Province issue a new Schedule - 4 for each Fiscal Year. The Schedule - 4 for a Fiscal year will continue to apply to that Fiscal Year.

4.3.4 Canada may, by notice to the Province, extend the deadline for the receipt of any report to be submitted to Canada under this section if the Province provides notice before the applicable due dates of circumstances beyond the Province's control preventing the Province from meeting the deadlines.

4.3.5 Canada shall provide the Province with notice of receipt within thirty (30) days of receiving the Financial Reports.

4.3.6 The Province shall fulfill all other reporting requirements set out in the Schedules.

4.3.7 This section survives the expiry or termination of this Agreement.

#### **4.4 Ineligible Expenditures and Unexpended Funding**

4.4.1 The Province shall reimburse to Canada ineligible expenditures, unexpended funds, and funding from other sources in accordance with the requirements set out in the Schedules.

4.4.2 This section survives the expiry or termination of this Agreement.

#### **4.5 Additional Responsibilities**

4.5.1 The Province shall fulfill any additional obligations set out in any Schedule.

#### **5.0 AMOUNTS OWING TO CANADA**

5.1 Any amount to be reimbursed to Canada by the Province under this Agreement or that is otherwise owed to Canada by the Province under this Agreement, is a debt due to Canada. Canada shall notify the Province of any such amount owing and such amount will be payable to Canada at the time that the notice is given. Canada may thereafter set off such amount against any amount payable to the Province under this Agreement or any other funding agreement through which a Federal Department provides funding to the Province.

5.2 The Province shall promptly notify Canada of any amount owing to Her Majesty the Queen in Right of Canada under any legislation, regulation or any other funding agreement.

5.3 Canada may set off any amount referred to in section 5.2 against any amount payable to the Province under this Agreement.

5.4 Sections 5.1 and 5.3 survive the expiry or termination of this Agreement.

#### **6.0 DELEGATION OF OBLIGATIONS**

##### **6.1 Delegation**

- 6.1.1 Where the Province delegates any or all of its obligations under this Agreement to an Agency or transfers funding to an Agency to provide, in whole or in part, programs, services or activities for which funding is provided under this Agreement, 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 principles set out in this Agreement;
  - (c) provides to the Province financial reports prepared:
    - (i) in accordance with the Reporting Guide; and
    - (ii) in a manner permitting the preparation of the Financial Reports by the Province;
  - (d) consents to the release by the Province to any Federal Department of the financial reports provided to the Province under paragraph 6.1.1 (c);
  - (e) maintains accounts and financial and non-financial records for each program, service or activity in respect of which the Province has delegated obligations or transferred funding to the Agency, and retains these accounts and records, including all original supporting documentation, for a period of seven (7) years from the latest Fiscal Year to which the accounts and records relate;
  - (f) in the event of an audit or evaluation under article 7.0 Access by Canada to Records) or section 12.5 (Audit and Evaluation), upon request of the auditors or evaluators as the case may be:
    - (i) provides to those auditors or evaluators all accounts and records, including supporting documentation, of the Agency relating to any program, service or activity in respect of which the Province has delegated obligations or transferred funding to the Agency;
    - (ii) allows those auditors or evaluators to inspect such accounts and records and, except where prohibited by law, take copies and extracts of such accounts and records;
    - (iii) provides all necessary assistance to those auditors or evaluators, including providing them with access to the Agency's premises;
    - (iv) directs any entity that has provided accounting or record keeping services to the Agency to provide to the auditors or evaluators copies of accounts and records relating to any program, service or activity in respect of which the Province has delegated obligations or transferred funding to the Agency; and
  - (g) does not delegate any of these obligations or transfer funding to a representative or agent.
- 6.1.2 Without limiting the generality of subsection 6.1.1, where the Province delegates any or all of its obligations under this Agreement or transfers funding provided under this Agreement to an Agency, the terms of the delegation or transfer of funding will be evidenced by a written agreement between the Province and the Agency that:
- (a) sets out the obligations of the Agency, including those necessary for the Province to fulfill the requirements of subsection 6.1.1;
  - (b) provide that no agency, association, employer-employee, or joint venture relationship is created between the Agency and Canada; and
  - (c) is executed by authorized representatives of the Province and of the Agency.
- 6.1.3 Upon the written request of a Federal Department during the term of this Agreement or within seven (7) years of its expiry or termination, the Province shall provide to that Federal Department:  
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- (a) a copy of the agreement referred to in subsection 6.1.2; and
  - (b) a copy of the financial reports provided to the Province by the Agency under paragraph 6.1.1 (c).
- 6.2 Delegating Province Remains Liable

- 6.2.1 Where the Province delegates any or all of its obligations under this Agreement, the Province will remain liable to Canada for the fulfillment of all of its obligations under this Agreement.
- 6.2.2 Where the Province transfers funding to an Agency to provide, in whole or in part, any program, service or activity for which funding is provided under this Agreement, the Province will remain liable to Canada for the fulfillment of all of its obligations under this Agreement.
- 6.2.3 This section survives the expiry or termination of this Agreement.
- 6.3 Additional obligations
- 6.3.1 The Province shall comply with any additional obligations on delegation, and any obligations on subcontracting and assignment, that are set out in the Schedules.

## **7.0 ACCESS BY CANADA TO RECORDS**

### **7.1 Canada May Audit Accounts and Records**

- 7.1.1 Upon request or with agreement of the Province, any Federal Department may, individually or in conjunction with other Federal Departments or the Province, audit or cause to have audited the accounts and records of the Province and any Agency at any time during the term of this Agreement or within seven (7) years of the termination or expiry of this Agreement, in order to:
- (a) assess or review the compliance of the Province with the terms and conditions of this Agreement;
  - (b) review the program management and financial control practices of the Province in relation to this Agreement; or
  - (c) confirm the integrity of any data which has been reported by the Province pursuant to this Agreement.

### **7.2 Scope and Timing of Audit of Accounts and Records**

- 7.2.1 The scope, coverage and timing of any audit under section 7.1 (Canada May Audit Accounts and Records) will be determined by Canada in collaboration with the Province.
- 7.2.2 Any audit under section 7.1 will be carried out by auditors employed or contracted by Canada and, where the parties agree, by auditors employed or contracted by the Province.

### **7.3 Auditors' Access to Accounts, Records and Premises**

- 7.3.1 In the event of an audit under section 7.1 (Canada May Audit Accounts and Records), the Province shall, upon request:
- (a) provide to the auditors referred to in section 7.2 (Scope and Timing of Audit of Accounts and Records) all accounts and records of the Province relating to this Agreement and to the funding provided under this Agreement, including all original supporting documentation;
  - (b) allow those auditors to inspect such accounts and records and, except where prohibited by law, to take copies and extracts of such accounts and records;
  - (c) provide to those auditors such additional information as they may require with reference to such accounts and records;
  - (d) provide all necessary assistance to those auditors, including providing them with access to the Province's premises; and
  - (e) direct any entity that has provided accounting or record-keeping services to the Province to provide copies of those accounts and records to the auditors.

### **7.4 Records Maintained under Other Funding Agreements**

- 7.4.1 The accounts and records Canada may audit or cause to have audited under section 7.1 (Canada May Audit Accounts and Records) include records maintained under any previous agreement through which the federal government has provided funding to the Province that, in the opinion of any auditor employed or contracted under section 7.2 (Scope and Timing of Audit of Accounts and Records), may be relevant to the

audit.

## **7.5 No Limitation on Other Sections**

7.5.1 Section 7.1 (Canada May Audit Accounts and Records) does not limit:

- (a) Canada's right to audit and evaluate under section 12.5 (Audit and Evaluation); or
- (b) the Province's obligations, if any, under section 4.3 (Reporting).

## **8.0 DEFAULT**

8.1 The Province will be in default of this Agreement in the event that the Province defaults on any of its obligations set out in this Agreement or any other agreement through which a Federal Department provides funding to the PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER, as represented by the Minister of the Minister of Children, Seniors and Social Development, and the Minister for Intergovernmental Affairs.

## **9.0 REMEDIES ON DEFAULT**

### **9.1 Parties Will Meet**

9.1.1 Without limiting any remedy or other action Canada may take under this Agreement, in the event the Province is in default, the parties will communicate or meet to review the situation.

### **9.2 Action Canada May Take**

9.2.1 In the event the Province is in default under this Agreement, Canada 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) 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, including any remedies which may be set out in any Schedule; or
- (d) terminate this Agreement.

### **9.3 Where Reporting Requirements Not Met**

9.3.1 Without limiting remedies available to Canada set out in section 9.2 (Action Canada May Take), Canada may withhold funding otherwise payable under this Agreement if Financial Reports, or any other report to be submitted under section 4.3 (Reporting), are not provided by the Province to Canada as required under this Agreement or the corresponding clauses in its predecessor, if any. Subject to article 5.0 (Amounts Owing to Canada), any amounts so withheld must be paid by Canada to the Province within forty-five (45) days of Canada's acceptance of subsequently submitted reports.

## **10.0 DISPUTE RESOLUTION**

### **10.1 Procedures**

10.1.1 In the event that a dispute arises from or is related to this Agreement, the parties agree to attempt to resolve the dispute through negotiation or through another alternate dispute resolution process to which the parties agree and set out in writing.

10.1.2 Any exchanges between the parties in any negotiation or other alternate dispute resolution process under this section will not be admissible in any legal proceedings unless otherwise required by law. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during that process.

### **10.2 Exceptions and Limitations**

10.2.1 Disputes arising as a result of any of the following matters will not be dealt with under the dispute resolution process provided in section 10.1 (Procedures):

- (a) budget decisions of the Province that are consistent with the terms and conditions of this Agreement;
- (b) the amount of funding provided by Canada under this Agreement; and
- (c) an audit or evaluation under article 7.0 (Access by Canada to Records) or section 12.5 (Audit and Evaluation).

10.2.2 No procedure under 10.1 (Procedures) will suspend or delay a decision by Canada that the Province is in default or any action taken by Canada under article 9.0 (Remedies on Default) or section 3.2 (Funding Subject to Appropriations and Departmental Funding Authorities).

## **11.0 TERMINATION**

### **11.1 Parties May Terminate**

11.1.1 Without limiting section 3.2 (Funding Subject to Appropriations and Departmental Funding Authorities) or Canada's right to terminate under section 9.2 (Action Canada May Take), this Agreement may be terminated by either party upon written notice to the other party, stipulating the reason for termination, provided that before any such termination can become effective:

- (a) the parties exhaust any dispute resolution process initiated under article 10.0 (Dispute Resolution); and
- (b) the parties agree on a time frame to terminate the Agreement in a manner that will not jeopardize the administration and delivery of the programs, services and activities for which funding is provided under this Agreement.

### **11.2 When Parties Terminate**

11.2.1 In the event of the termination of this Agreement:

- (a) the Province shall provide ISC with Financial Reports within one hundred and twenty (120) days of the date of termination;
- (b) without limiting any other obligation under this Agreement to reimburse amounts to Canada, the Province shall reimburse to Canada any unexpended funding transferred to the Province, up to the termination date of this Agreement, unless the Province and Canada agree otherwise in writing;
- (c) subject to Canada's right to set off any amount owing to Canada under this Agreement, Canada shall pay to the Province any monies owed to the Province, up to the termination date of this Agreement, unless the Province and Canada agree otherwise in writing; and
- (d) the Province shall fulfill any other obligation relating to termination set out in any Schedule.

## **12.0 GENERAL**

### **12.1 Schedules**

12.1.1 The following Schedules are attached to and form part of this Agreement:

- SCHEDULE - 1: Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan
- SCHEDULE - 2: ISC Funding
- SCHEDULE - 3: Program, Service and Activity Delivery Requirements, Reporting Requirements and Adjustment Factors
- SCHEDULE - 4: Schedule of Reporting Requirements and Due Dates

### **12.2 Entire Agreement**

12.2.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous negotiations, agreements, commitments, and writing in relation to the subject matter of this Agreement.

12.2.2 This Agreement is binding upon the parties and their respective administrators and successors.

### **12.3 Amendments**

12.3.1 Subject to section 3.2 (Funding Subject to Appropriations and Departmental Funding Authorities), section 3.3 (Formula-based or Factor-based Funding Adjustment), subsection 4.3.4, section 3.2 (Adjustment of Amounts Allocated by Period) of Schedule - 2, and section 3.3 (Where Amounts Not Allocated by Period) of Schedule - 2, a written amending agreement signed by both parties is required to amend this Agreement.

#### **12.4 Effect on Relationship of Parties**

12.4.1 Nothing in this Agreement creates or is intended to create an agency, association, employer-employee, or joint venture relationship between the Province and Canada, and the Province shall not represent otherwise.

#### **12.5 Audit and Evaluation**

12.5.1 Upon request or with agreement of the Province, any Federal Department may, individually or in conjunction with other Federal Departments or the Province, at any time during the term of this Agreement or within seven (7) years of its expiry or termination, carry out one or more audits or evaluations of the effectiveness of any or all of the programs, services and activities funded under this Agreement, including those programs, services and activities provided, in whole or in part, by Agencies, or of the management practices of the Province in relation to this Agreement. In the event of one or more such audits or evaluations, the Province shall cooperate in the conduct of any such audit or evaluation and provide the auditors or evaluators such information as they require. The Province shall maintain accounting documentation regarding all funding provided by ISC, CIRNAC and other Federal Departments in a manner that will allow for audit.

#### **12.6 Headings**

12.6.1 Descriptive headings are inserted solely for convenience of reference and do not form part of this Agreement.

#### **12.7 Waiver**

12.7.1 No provision of this Agreement and no event of default by either party of any provision of this Agreement will be deemed to have been waived unless the waiver is in writing and signed by the other party.

12.7.2 The waiver by a party of default by the other party or of any provision of this Agreement will not be deemed to be a waiver of any subsequent default by the other party or of the same or any other provision of this Agreement.

#### **12.8 Conflict of Interest Provisions Regarding Federal Officials**

12.8.1 No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement or to any benefit arising from it.

12.8.2 No individual for 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 Sector*, the *Values and Ethics Code for the Public Service*, the *Policy on Conflict of Interest and Post-Employment*, or the values and ethics code of any Federal Department apply will derive any direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.

#### **12.9 Public Disclosure**

12.9.1 Without limiting any right, obligation or capacity of Canada to disclose information, Canada may publicly disclose the name and address of the Province, the amount of funding provided under this Agreement and the nature of any programs, services and activities for which funding is provided under this Agreement.

#### **12.10 Legislation and Government Publications**

12.10.1 All references throughout this Agreement to legislation and particular government publications are deemed to refer to the legislation and government publication in force or issued at the effective date of this Agreement, and include any subsequent amendments or replacements thereof, as the case may be.

12.10.2 Canada will publish a *Reporting Guide* for each Fiscal Year no later than 90 days before the Fiscal Year begins. Canada may amend a *Reporting Guide* during the Fiscal Year to which it applies only if the amendment arises from a requirement of the Treasury Board of Canada. Canada will promptly inform the Province of any such amendment.

**13.0 INDEMNIFICATION**

- 13.1 The Province shall save harmless and fully indemnify Canada, Her officers, Her Ministers, 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 or any Agency, any breach of this Agreement by the Province and performance or non-performance (in whole or in part) of the Province's obligations under this Agreement, and any claims, liabilities and demands that may arise from the Province or any Agency entering into any loan, capital lease or other long term obligation and such indemnification will survive the expiry or termination of this Agreement.

**14.0 NOTICES**

- 14.1 Where any notice, request or other communication is required to be given or made by either party to the other party under this Agreement, it must be in writing addressed to the party for whom it is intended at the applicable address noted in section 14.4 and may be given or made by either party by their duly authorized representatives.
- 14.2 The notice referred to in section 14.1 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.
- 14.3 Either party may change the address information referred to in section 14.4 by providing notice to the other party of such change.
- 14.4 Notices will be sent to:
- (a) ISC at:  
PO Box 160  
40 Havelock Street  
Amherst, NS B4H 3Z3  
Attention: Director, Finance Administration
  - (b) the Province at:  
PO Box 8700  
St. John's, Newfoundland & Labrador A1B 4J6  
Attention: Assistant Deputy Minister for Intergovernmental Affairs, Assistant Deputy Minister, Children, Seniors and Social Development

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

**SIGNED ON BEHALF OF HER MAJESTY  
THE QUEEN IN RIGHT OF CANADA  
as represented by the Minister of Indigenous  
Services**

**SIGNED ON BEHALF OF  
HER MAJESTY THE QUEEN IN RIGHT OF  
NEWFOUNDLAND & LABRADOR as represented by  
the Minister of Children, Seniors and Social  
Development**

by: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Daniel Kumpf  
Regional Director General  
Department of Indigenous Services

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

**as represented by the Minister of Crown-Indigenous  
Relations**

by: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department of Crown-Indigenous Relations and Northern  
Affairs

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

by: \_\_\_\_\_

Name: BRIAN WARR.

Title: \_\_\_\_\_

Minister of Children, Seniors and Social Development

Date: 2020/11/24.

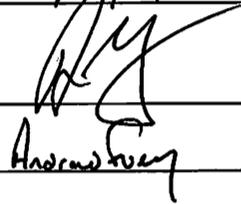
by: \_\_\_\_\_

Name: Andrew Fung

Title: \_\_\_\_\_

Minister for Intergovernmental Affairs

Date: Dec 14 / 2020



**SCHEDULE - 1:**  
**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**  
 As Of 2020/10/29

Arrangement #: 2021-AT-000039

Arrangement Type: FAPGT

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

Fiscal Year: 2020-2021

INDIGENOUS SERVICES CANADA

Seq.	01 APR	02 MAY	03 JUN	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	POOL	Holdback	Allocation Total \$
<b>FIXED CONTRIBUTION FUNDING (FIXED)</b>															
<b>PROGRAM SERVICE AREA / PROGRAM INVENTORY / BUDGET ACTIVITY / FUNCTIONAL AREA</b>															
Program Service Area: Social Development															
Program Inventory: FN CHILD&FAMILY SERVICES BXM12 - D0037															
Budget Activity: CHILD AND FAMILY SERVICES - B3710															
Functional Area: MAINTENANCE-FOSTER HOMES (Initial Allocation) - Q2BY (C0000 - DEFAULT ACCOUNT) (2021/03/31)															
Fund: 355															
Cost Center: A02081															
001	541,667.00	541,667.00	541,667.00	541,667.00	541,667.00	541,667.00	541,667.00	541,667.00	541,667.00	541,667.00	541,667.00	541,663.00	0.00	0.00	6,500,000.00
<b>PROGRAM SERVICE AREA / PROGRAM INVENTORY / BUDGET ACTIVITY / FUNCTIONAL AREA</b>															
Program Service Area: Social Development															
Program Inventory: FN CHILD&FAMILY SERVICES BXM12 - D0037															
Budget Activity: CHILD AND FAMILY SERVICES - B3710															
Functional Area: OPERATIONS - CFS (Initial Allocation) - Q2C0 (C0000 - DEFAULT ACCOUNT) (2021/03/31)															
Fund: 355															
Cost Center: A02081															
001	543,205.00	543,205.00	543,205.00	543,205.00	543,205.00	543,205.00	543,205.00	543,205.00	543,205.00	543,205.00	543,205.00	543,202.80	0.00	0.00	6,518,457.80
<b>TOTAL 2020-2021 FIXED CONTRIBUTION FUNDING (FIXED)</b>															
	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,865.80	0.00	0.00	13,018,457.80
<b>TOTAL 2020-2021 INDIGENOUS SERVICES CANADA</b>															
	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,865.80	0.00	0.00	13,018,457.80
<b>TOTAL 2020-2021</b>															
	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,865.80	0.00	0.00	13,018,457.80
<b>GRAND TOTAL</b>															
															13,018,457.80

**SCHEDULE - 1:**  
**2.0 - Cash Flow by Fiscal Year by Department**  
As Of 2020/10/29

Arrangement #: 2021-AT-000039  
Arrangement Type: FAPGT  
Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER

<b>Budget</b>	<b>Funding</b>	<b>2020-2021</b>	<b>Total</b>
<b>Indigenous Services Canada</b>	Fixed Contribution	13,018,457.80	13,018,457.80
	<b>Total</b>	<b>13,018,457.80</b>	<b>13,018,457.80</b>
<b>Total</b>		<b>13,018,457.80</b>	<b>13,018,457.80</b>

**SCHEDULE - 1:**  
**3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month**  
 As Of 2020/10/29

Arrangement #: 2021-AT-000039  
 Arrangement Type: FAPGT  
 Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER

<b>Fixed Contribution</b>															
	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
<b>2020-2021</b>	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,865.80	0.00	0.00	13,018,457.80
<b>Total</b>	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,872.00	1,084,865.80	0.00	0.00	13,018,457.80

**SCHEDULE - 1:**  
**4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department**  
 As Of 2020/10/29

Arrangement #: 2021-AT-000039  
 Arrangement Type: FAPGT  
 Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER  
 Fiscal Year: 2020-2021

**Indigenous Services Canada**

Funding	Total	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	Pool	Holdback
Fixed Contribution	\$13,018,457.80	\$1,084,872.00	\$1,084,872.00	\$1,084,872.00	\$1,084,872.00	\$1,084,872.00	\$1,084,872.00	\$1,084,872.00	\$1,084,872.00	\$1,084,872.00	\$1,084,872.00	\$1,084,872.00	\$1,084,865.80	\$0.00	\$0.00
<b>Total</b>	<b>\$13,018,457.80</b>	<b>\$1,084,872.00</b>	<b>\$1,084,865.80</b>	<b>\$0.00</b>	<b>\$0.00</b>										

**SCHEDULE - 2****ISC FUNDING****1.0 INTERPRETATION****1.1** In this Schedule:

Where more than one Federal Department provides funding under this Agreement, all references to Schedule - 1 in this Schedule mean those parts of Schedule - 1 that refer to funding provided by ISC.

**2.0 AMOUNT OF FUNDING**

2.1 Subject to the terms and conditions of this Agreement, in each Fiscal Year, ISC shall transfer to the Province funding up to the amounts set out in Schedule - 1 for SET, FIXED, or FLEX funding for that Fiscal Year.

**3.0 PAYMENTS****3.1 Payments to be Made in Accordance with Schedule - 1**

3.1.1 Funding under section 2.1 will be paid to the Province in accordance with amounts allocated by period in Schedule - 1 for each program, service or activity identified in that Schedule.

**3.2 Adjustment of Amounts Allocated by Period**

3.2.1 Where any amount allocated to a period in Schedule - 1 to fund a program, service or activity significantly differs from the Province's anticipated expenditures for the corresponding period, the Province shall promptly notify ISC and, subject to subsection 3.2.3, propose adjustments to that Schedule accordingly. Canada shall notify the Province of acceptance or rejection within thirty (30) days of the Province's notification. Where Canada accepts the proposed adjustments, Canada shall attach the adjusted Schedule - 1 to Canada's notice of acceptance. The adjusted Schedule - 1 will replace the previous Schedule - 1.

3.2.2 Where an amount expended by the Province on a program, service or activity identified as SET or FLEX in Schedule - 1 in a period differs from the amount paid to the Province to fund that program, service or activity for that period, Canada may, by notice to the Province, adjust one or more subsequent allocations by period in Schedule - 1 to reconcile the difference. Canada shall attach the adjusted Schedule - 1 to any notice. The adjusted Schedule - 1 will replace the previous Schedule - 1.

3.2.3 No total annual amount for any program, service or activity set in Schedule - 1 may be changed under subsection 3.2.1.

**3.3 Where Amounts Not Allocated by Period**

3.3.1 Where amounts are not allocated to a period in Schedule - 1 for a program, service or activity identified in that Schedule, the Province must make a request to Canada to allocate payments by period for that program, service or activity in accordance with section 3.4 (Requirements for a Payment Request) in order to receive funding for that program, service or activity.

3.3.2 Canada shall notify the Province of acceptance or rejection of a request under section 3.4 (Requirements for a Payment Request) within thirty (30) days of the Province's request. Where Canada accepts the request, Canada shall attach an adjusted Schedule - 1 to Canada's notice of acceptance. The adjusted Schedule - 1 will replace the previous Schedule - 1.

**3.4 Requirements for Payment Request**

3.4.1 Not Applicable

**4.0 EXPENDITURES AND UNEXPENDED FUNDING****4.1 Eligible Expenditures**

4.1.1 The Province shall expend the funding provided under section 2.1 only for the purpose of delivering each program, service and activity identified in Schedule - 1 in the Fiscal Years for which funding is allocated for that program, service or activity in Schedule - 1 and in accordance with the delivery requirements for that program, service or activity set out in Schedule - 3.

#### **4.2 Reimbursement of Ineligible Expenditures**

- 4.2.1 For each program, service or activity identified in Schedule - 1, the Province shall reimburse to ISC the amount of any expenditure it makes against annual amounts allocated in that Schedule for that program, service or activity and that is not in accordance with the delivery requirements set out in Schedule - 3 for that program, service or activity. If there is more than one funding source for a program, service or activity, the Province shall reimburse to ISC an amount calculated by prorating the amount of any such expenditure in accordance with the proportion of ISC's funding for that program, service or activity.
- 4.2.2 Any expenditure by the Province on program, service or activity against annual amounts allocated in Schedule - 1 for that program, service or activity with respect to which any reporting requirement of this Agreement has not been fulfilled to the satisfaction of ISC will be deemed to be not in accordance with the program, services or activity delivery requirements and must be reimbursed to ISC under this section.

#### **5.0 SET FUNDING**

- 5.1 The Province may only expend Set Funding :
- (a) for each of the Activities for which it is allocated in Schedule - 3 under the heading Set Funding (or SET) or reallocated in accordance with this section;
  - (b) in accordance with the terms and conditions of this Agreement for those Activities, including those set out in the Delivery Requirements; and
  - (c) during the Fiscal Year in which the annual amount of the Set Funding is payable by Canada.
- 5.2 The Province may, with the written agreement of Canada, reallocate any Set Funding among any Functional Areas within the same Budget Area according to Schedule - 3 during the same Fiscal Year.
- 5.3 The Province shall immediately notify Canada in writing during a Fiscal Year if it anticipates having unexpended Set Funding for that Fiscal Year.
- 5.4 If, at the end of a Fiscal Year and following any reallocation permitted in this section, the Province has not expended all Set Funding as allocated for each Activity for that Fiscal Year, the Province shall repay the unspent amount to Canada. If Cost-sharing applies to the Activity, the Province shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount from all sources.
- 5.5 Subject to the funding provisions of this Agreement, Canada shall reimburse to the Province any shortfall in Set Funding for any Activity that is described in the Delivery Requirements as being subject to full reimbursement.

#### **6.0 FIXED FUNDING**

- 6.1 Province may only expend Fixed Funding:
- (a) for each of the Activities for which it is allocated in Schedule 1 under the heading Fixed Funding (or FIXED) 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.
- 6.2 Unless Schedule 3 provides otherwise, Province may reallocate any Fixed Funding for a Budget Activity set out in Schedule 1, among any Functional Areas of that Budget Activity during a Fiscal Year, provided that the Activities corresponding to those Functional Areas are delivered in that Fiscal Year.
- 6.3 Subject to subsection 6.4, if Province has not expended all Fixed Funding that is allocated or has been reallocated for an Activity for that Fiscal Year, Province shall repay the unspent amount to Canada. If Cost-Sharing applies to the Activity, Province shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount.
- 6.4 Subject to subsection 11.2.1 of the main body of this Agreement, the Province may retain and use unexpended Fixed Funding from a Fiscal Year in respect of an Activity ("unspent amount") in the following Fiscal Year, or within 1 year after the expiry of this Agreement if that is the year following the accumulation of the unspent amount, if all of the following conditions have been met:
- (a) If Delivery Requirements for the Activity in respect of which there is an unspent amount have not been completed, Province spends the unspent amount:

- (i) on the same Activity; or
  - (ii) on an Activity that is similar to and has the same purpose as the Activity for which the Fixed Funding was provided.
- (b) If all Delivery Requirements for the Activity in respect of which there is an unspent amount have been completed, Province spends the unspent amount:
- (i) on an Activity that is similar to and has the same purpose as the Activity for which the Fixed Funding was provided; or
  - (ii) on a different Activity in accordance with a plan for expenditure of the unexpended Fixed Funding that is submitted by the Province to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to the Province.
- (c) Province reports on its expenditure of the unspent amount in accordance with the Reporting Guide.
- (d) an unexpended amount from any health Activities may not be expended on any non-Health Activities, nor may any unspent amount for any non-Health Activities be expended on any Health Activities

## 7.0 FLEXIBLE FUNDING

7.1 The Province may only expend Flexible Funding :

- (a) for each of the Activities for which it is allocated in Schedule 4 under the heading Flexible Funding (or FLEX) 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.

7.2 Unless Schedule - 3 provides otherwise, the Province may reallocate any Flexible Funding as follows, provided that all Mandatory Activities, funded by Flexible Funding, are delivered in that Fiscal Year:

- (a) with respect to non-Health Activities, among any Functional Areas that have Flexible Funding that falls under the same Program Inventory ( and within the same Program Service Area) according to schedule - 1 during a Fiscal Year; and
- (b) with respect to Health Activities, among any Functional Areas that have Flexible Funding that falls under Program Services Areas with the same 3 letter prefix, irrespective of the Program Inventory, according to Schedule - 1 during a Fiscal Year.

7.3 Subject to subsection 11.2.1 of the main body of this Agreement, if at the end of a Fiscal Year other than the final Fiscal Year, the Province has not expended all Flexible Funding for that Fiscal Year, the Province may retain the unspent amount for expenditure in a subsequent Fiscal Year if all of the following conditions are met:

- (a) the Province expends the unexpended Flexible Funding:
  - (i) on an Activity that is similar to and has the same purpose as the Activity for which the Flexible Funding was provided; or
  - (ii) in accordance with a plan for expenditure of the unexpended Fixed Funding that is submitted by the Province to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to the Province;
- (b) an unexpended amount from any Health Activities may not be expended on any non-Health Activities, nor may any unexpended amount for any non-Health Activities be expended on any Health Activities; and
- (c) the Province reports on its expenditure of the unexpended Fixed Funding in accordance with the *Reporting Guide*.

7.4 Subject to subsection 7.3, following any reallocation permitted in this section, the Province shall repay any unexpended of Flexible Funding following the expiry or termination of this Agreement. If Cost-sharing applies to the Activity, the Province shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount from all required sources.

## 8.0 SURVIVAL

- 8.1 All sections in article 4.0 (Expenditure and Unexpended Funding) except section 4.1 (Eligible Expenditures) survive the expiry or termination of this Agreement.

**SCHEDULE - 3**

**ISC PROGRAM/SERVICE/ACTIVITY:**

<b>PROGRAM/SERVICE/ ACTIVITY</b>	<b>DELIVERY REQUIREMENTS</b>	<b>ADJUSTMENT FACTOR</b>
<p>Programs and Services in accordance with the Child, Youth and Family Services of Newfoundland and Labrador as identified in the Province of Newfoundland and Labrador's Act and its Regulations will be provided by this Agreement</p> <p>First Nation Child and Family Services</p> <p>Maintenance - Institutions</p> <p>Maintenance - Foster Homes</p> <p>Maintenance - Group Homes</p>	<p>The Province shall administer the First Nations Child and Family Services Program in accordance with Provincial or Territorial legislation, as well as ISC's First Nations Child and Family Services Program Guidelines and any other current approved program documentation issued by ISC and as amended from time to time.</p>	<p>The budget is set at the start of the Arrangement and will be adjusted based on actual expenditures. Adjustments may be made to the budget in accordance with projections and actual approved expenditures.</p>
<p>Operations</p>	<p>The Province shall administer the First Nations Child and Family Services Program in accordance with ISC's Social Programs - National Manual and any other current approved program documentation approved by ISC as amended from time to time, within the scope of its Provincial legislation.</p>	<p>Adjusted annually in accordance with ISC policy.</p>

**CIRNAC PROGRAM/SERVICE/ACTIVITY:**

<b>PROGRAM/SERVICE/ ACTIVITY</b>	<b>DELIVERY REQUIREMENTS</b>	<b>ADJUSTMENT FACTOR</b>
<p>This information will be amended when funding is added in the Agreement for Fiscal year 2020-2021.</p>	<p>This information will be amended when funding is added in the Agreement for Fiscal year 2020-2021.</p>	<p>This information will be amended when funding is added in the Agreement for Fiscal year 2020-2021.</p>

Unclassified

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

Arrangement No.:

2021-AT-000039

Funding Agreement for Provincial and Territorial Governments

Program / Report Name	Reports Due
<b>FN CHILD&amp;FAMILY SERVICES      BXM12</b>	
<b>455917 - (455917) - Child and Family Services Maintenance Report</b>	
<i>* Consolidated Report - Applicable only once (See note 1 below)</i>	
Quarterly #1 - April, May & June	2020/07/30
Quarterly #2 - July, August, & September	2020/10/30
Quarterly #3 - October, November, & December	2021/01/30
Quarterly #4 - January, February & March	2021/04/30
<b>TP - Financial</b>	
<b>No DCI - (F-0192) - Annual Unaudited Schedule of Revenue and Expenditure</b>	
<i>* Consolidated Report - Applicable only once (See note 1 below)</i>	
Annual Unaudited Schedule of Revenue and Expenditure	2021/06/29

**Note 1: Represents consolidated reports showing up under more than one budget activity. In these circumstances the report submission is applicable once for each distinct due date. This affects only reports that are marked with the following tag '\* Consolidated Report - Applicable only once (See note 1 below)'**



Indigenous Services  
Canada

Services aux  
Autochtones Canada

April 8, 2020

ID#63144180

Mr. Aubrey Gover  
Deputy Minister, Indigenous Affairs  
Government of Newfoundland and Labrador  
PO Box 8700  
St. John's, NL A1B 4J6

Dear Mr. Gover:

**Funding Agreement for Province of Newfoundland & Labrador Child, Youth & Family Services 2020-2021**

I am writing to confirm Indigenous Services Canada's understanding on the interpretation and application of the following agreement:

- The proposed Provincial and Territorial Government Funding Agreement for the Province of Newfoundland and Labrador – Child, Youth & Family Services for 2020-2021

The Province has expressed concerns that the following clauses within its funding agreement with Indigenous Services Canada are an inappropriate wording for a relationship between two orders of Government:

ACTION	SECTION	TITLE
Add new	Section 3.2.3	Funding Subject to appropriations and Departmental Funding Authorities
Delete	Section 3.4	Holdback
Amend	Section 4.4.1	Ineligible Expenditures and Unexpected Funding
Amend	Section 5	Amounts Owing to Canada
Delete	Section 7.0	Access by Canada to Records
Replace	Section 8.0	Default

.../2



Indigenous Services  
Canada

Services aux  
Autochtones Canada

- 2 -

Add new	Section 9.1.2	Parties Will Meet
Amend	Section 9.2	Actions Canada May Take
Amend	Section 10	Dispute Resolution
Replace	Section 12.5	Audit and Evaluations
Delete	Section 12.8; 12.8.1 and 12.8.2	Conflict of Interest Regarding Federal Officials
Replace	Section 12.9	Public Disclosure

*\*Indigenous Services Canada recognizes that the items noted above do not limit the matters that Newfoundland and Labrador may raise or the Parties' scope for future negotiations.*

Please be assured Indigenous Services Canada, in keeping with the spirit and intent of section 3.3.A of the Federal Directive on Transfer Payments, will interpret and apply the provisions of this agreement in a way that respects "the unique nature of federalism and government-to-government relations, and the jurisdiction and responsibilities of each order of government". Indigenous Services Canada will work with Newfoundland and Labrador to address these issues and others to be addressed moving forward.

Further, as per section 6.7.1 of the Federal Directive on Transfer Payments, Indigenous Services Canada will apply and interpret this agreement based on "respect for the jurisdiction and responsibilities of each order of government and respect for the accountability mechanisms of each order of government".

If you have any further questions regarding this agreement, please contact Karen Rushton, Director Finance Administration at 902-661-6211 or via email at [karen.rushton@canada.ca](mailto:karen.rushton@canada.ca).

Sincerely,

Daniel Kumpf  
Regional Director General  
Indigenous Services Canada - Atlantic  
PO Box 160  
Amherst, NS B4H 3Z3