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**From:** Ledwell, Angela  
**Sent:** Wednesday, September 16, 2020 11:41 AM  
**To:** Kennedy, William P  
**Subject:** FW: FNCFS Funding Agreement  
**Attachments:** FNCFS TERMS AND CONDITIONS UPDATED DECEMBER 2018 EN.PDF; FNCFS Funding Agreement - Background Information.docx; PNL CFS - 2021-AT-000039 \$11,197,457.00.pdf; 2020-2021 Prov NL CFS 3484 Comfort Letter RDG Signed.pdf

**Categories:** KIV For Future, IGA Work for Action / Follow UP

Hi Bill,

As discussed, here are the new documents from CSSD for the meeting tomorrow regarding the renegotiation of the 2021-22 funding agreement for Child Youth and Family Services with the Government of Canada. I have also attached the 2020-21 agreement and comfort letter that the department has decided to move forward with as is.

The meeting is at 3:00 p.m. tomorrow. Maybe we can chat before lunch about this or just after if that works better for you.

Angela

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**From:** Ryan, Renee C. <reneecryan@gov.nl.ca>  
**Sent:** Wednesday, September 16, 2020 8:30 AM  
**To:** Ledwell, Angela <AngelaLedwell@gov.nl.ca>; Harvey, Brian <brianharvey@gov.nl.ca>  
**Subject:** FNCFS Funding Agreement

Hi Brian and Angela,

I wanted to touch base about our upcoming meeting tomorrow. We had an internal CSSD meeting on this yesterday and I pulled together the attached document. We have agreed on the following actions:

- Request an agreement that is appropriate between levels of government.
- Request an agreement which is aligned with and reflects the actual work we will do.
- Identify additional costs that we could be reimbursed for based on the Terms and Conditions of the program (attached) and identified eligible expenditures for FNCFS agencies as per Section 5. We will consult with HCS and JPS on their potential eligible costs.
- We are considering potential ideas for expanding the programs and services we offer under this agreement – but still within CSSD mandate. That would have to be done in discussion with our Indigenous partners. However, with current work demands and the potential for the Innu to exercise jurisdiction in the future (they have given pre-notice), we are not certain that we would / should expand programs and services at this time. This would also be a lengthy process. This will be explored further.

Let me know if you have further questions. See you tomorrow.

Thanks,  
Renee

**Renée Ryan B.S.W., M.Ed. (She/Her)**

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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



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

**Funding Agreement – Child Youth and Family Services – Background Information**

- The funding is provided under the First Nations Child and Family Services (FNCFS) program. This agreement has been signed annually since 2002 under MC2002-0270.
- Indigenous Services Canada (ISC) provides funding to FNCFS agencies, which are established, managed and controlled by First Nations and delegated by provincial authorities to provide prevention and protection services. In areas where these agencies do not exist, ISC funds services provided by the provinces and Yukon but does not deliver child and family services. These services are provided in accordance with the legislation and standards of the province or territory of residence.
- The program provides 4 streams of funding:
  - Operations: core and operational funding for protection services
  - Prevention: resources for enhanced prevention services
  - Maintenance: direct costs of placing children into care out of the parental home
  - Community well-being and jurisdiction initiative: this new funding stream from Budget 2018 supports First Nations communities to lead the development and delivery of prevention services and to assert greater control over the well-being of their children and families
- A number of CHRT rulings have found the FNCFS program to be flawed, inequitable and discriminatory under the Canadian Human Rights Act. The tribunal ordered the department to cease its discriminatory practices. In response to the ruling, Canada immediately began to cover the actual costs of prevention, intake and assessment, legal fees, building repairs, child service purchase and small agency costs (in all areas) for FNCFS agencies.
- CSSD receives funding under the operations and maintenance streams. Maintenance costs have always been reimbursed at 100% while operations costs have historically been underfunded.
  - Maintenance:
    - 2013-14 - \$9.4M
    - 2014-15 - \$8.5M
    - 2015-16 - \$7.3M
    - 2016-17 - \$6.5M
    - 2017-18 - \$8.8M
    - 2019-20 - \$10.5M
    - 2020-21 - \$12M (projected)
  - Operations (cost vs reimbursement)
    - 2013-14 - \$2.3M – received \$1M
    - 2014-15 - \$1.9M – received \$1M
    - 2015-16 - \$3.3M – received \$2.3M
    - 2016-17 - \$3.4M – received \$3M
    - 2017-18 - \$4.2M – received \$3.4M
    - 2019-20 - \$6.4M – received \$6.4M
    - 2020-21 - \$7.1M (projected)

- On February 26, 2018 Minister of CSSD wrote to Minister Philpott outlining the following concerns:
  - The funding outlined in the agreement was inadequate to cover actual costs for 2017-18. CSSD requested that DISC commit to providing an additional \$400K in 2017-18 to cover the shortfall relating to the “operational” component of the agreement. This was subsequently approved and included in the final funding agreement for 2017/18. (CSSD and ISC have since had regular discussions about accurate forecasting of costs and ISC now reimburses 100% of operations costs.)
  - It was acknowledged that in order to more effectively provide services on reserve, more funding will be required in future that exceeds what the federal government currently provides.
  - CSSD indicated that there were significant issues with both the form and substance of the current agreement and GNL formally requested that the 2018-19 agreement be renegotiated with a view to enhance scope and federal funding parameters.
- This correspondence was followed up with a more detailed letter from the Deputy Minister of CSSD to the Deputy Minister of ISC, reinforcing the funding concerns and the need for negotiations to commence on a timely basis.
- Issues with the form and substance of the agreement:
  - The agreement overall does not reflect the clinical complexity of the provision of child protection services on reserve, nor fully address the implications of the Federal government’s responsibility toward Indigenous peoples, and the impact that services, separate from but collateral to child protection, have on the ability of the Province to provide child protection services on reserve.
  - The agreement does not address implications of the Canadian Human Rights Tribunal decision as funding arrangements appear to be based on best child protection but does not address the fact that more services may be required in communities with greater risk, and that these services will be more costly due to the remoteness of communities, nor does it allow for nor encourage culturally appropriate strategies or policies.
  - Problematic clauses pertaining to amounts owing, set off, default, audit and evaluation, conflict of interest provisions regarding federal officials, reporting, holdback, and others which conflict with the policy of GNL in relation to intergovernmental agreements.
    - The gist of the our broad concerns have been communicated to ISC numerous times with the end result of the edits having to go to the head office in Ottawa/Gatineau for consideration by central authority responsible for agreements.
    - The concerning clauses are generally noted in a comfort letter that has been provided annually for the last many years. This has allowed NL to sign the agreements while recognizing the province has outstanding concerns with many of the terms and provisions in the agreement, which are inappropriate for an agreement between orders of government. Some modest improvements were reached in past years on a few provisions, but we have not been able to comprehensively improve the agreement.
  - Previously, the agreement tied CSSD to providing services as per the National Manual for Social Programs. This was not the reality in implementation as CSSD cannot offer services beyond the limits of its authorizing statute. In the most recent agreement, CSSD was successful in having the following wording included in Schedule 3:

- 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.
- In early 2019, ISC sent new Terms and Conditions for the FNCFS program which were much more specific in outlining purpose, objectives and expected results than the earlier Federal National Manual. While the document references agreements with PTs, the information very much refers to FNCFS Agencies. It is unclear which sections apply to PTs. This could have implications if NL is tied to the purpose, objectives and expected results outlined in the document.
- Under Section 6, “Type and Nature of Eligible Expenditures”, there is a long list of eligible activities under the heading “FNCFS Agencies”. This includes much more than the province is being funded for (i.e., legal services, policy research). There is no comparable list for PT eligible expenses. This has been requested from ISC but it is unlikely that such a list exists.
- The Terms and Conditions also reference the Canadian Human Rights Tribunal (CHRT) orders to fund actual costs for:
  - Prevention;
  - Intake and investigation services;
  - Legal fees;
  - Building repairs;
  - Full eligible agency operations costs for small agencies and
  - Child service purchase costs.
- Points to consider:
  - Should the policy intent of this agreement be expanded?
  - Is current funding sufficient or are there other / new programs and services that CSSD could be providing in Innu communities to better address the issues that exist?
  - Is there an opportunity to claim additional costs that are currently being incurred?
  - JPS / IGA will have to support the development of a new template.

## Contributions to provide women, children and families with Protection and Prevention Services

### 1. Introduction

Through its Social Development Program, Indigenous Services Canada (the Department) administers the provision of social services that contribute to individual, family and community well-being for First Nations. Eligible program recipients include First Nations, First Nations organizations, provinces and territories, and other service providers authorized by the Department and on consent of First Nations. The Department provides funding for social services on reserve including the **Family Violence Prevention Program (FVPP)** and the **First Nations Child and Family Services (FNCFS)** program.

FNCFS oversees and provides contribution funds for the ongoing provision of culturally-appropriate prevention, protection and well-being services for First Nations children<sup>1</sup> and families on reserve. In the case of child protection and band representatives in Ontario, services are provided in accordance with the legislation and standards of the province or territory of residence.<sup>2</sup> The safety and best interest of the child are paramount in the provision of these services. FVPP funding is intended for family violence services responsive to community needs. The primary objective of FVPP is to support women, children and families living on-reserve with family violence shelter services through funding to core shelter operations. The secondary objective is to support family violence prevention activities through funding to Indigenous communities and organizations. FVPP also funds prevention and awareness activities for Indigenous communities and organizations (First Nations, Métis and Inuit) off-reserve. These programs are intended for Indigenous people.

The FNCFS program is now intended to emphasize the use of preventive, early intervention and least intrusive measures in order to respond to child maltreatment (abuse or neglect), support for family preservation and well-being, maintenance of family, cultural and linguistic connections for children in care, former children in care (post-majority), and community wellness using a community supported approach. It also promotes a collaborative relationship between communities and agencies. The introduction of a new funding stream within FNCFS for Community Well-being and Jurisdiction Initiatives (CWJI) is designed to enable projects of up to five years in duration to expand the availability of prevention and well-being initiatives that are responsive to community needs, and to support First Nations in developing and implementing jurisdictional models.

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<sup>1</sup> Children are defined as persons under the age of majority, i.e., the age at which a person is granted the rights and responsibilities of an adult, in accordance with provincial or territorial legislation. Services may also be provided to First Nations youth formerly in care after they reach the age of majority pursuant to legislative provisions regarding post-majority care.

<sup>2</sup> As provinces and territories have jurisdiction over child and family services, all child and family service providers must be delegated or in the process of delegation by the province or territory and must comply, at minimum, with provincial or territorial legislation and standards.

With program reform, services under the FNCFS program will be provided on the basis of substantive equality to address the specific needs and circumstances of First Nations children and families living on-reserve – including their cultural, historical and geographical needs and circumstances – in a manner that accounts for cost drivers related to inflation and increased needs or numbers of children in care and their families. The program also needs to provide paramountcy to the safety and best interest of the child. In order to provide equal opportunity and achieve equitable results and outcomes, the program supports variations in service requirements and methods of service provision.

Fixed and flexible funding approaches through contribution agreements are available for the FNCFS program, as described in the Directive on Transfer Payments (Appendix K: Transfer Payments to Aboriginal Recipients). CWJI projects will also be managed through multi-year contribution agreements. The CWJI is a funding stream of FNCFS, whereas the FVPP is a distinct but complementary program.

Should this Treasury Board Submission be approved, these terms and conditions will be effective immediately upon approval.

## **2. Authority**

FVPP and FNCFS are delivered under the authority of the *Department of Indian Affairs and Northern Development Act*, R.S.C., 1985, c. I-6, s.4., which provides the Minister of Indian Affairs and Northern Development with powers, duties and functions that extend to and include all matters over which Parliament has jurisdiction, not by law assigned to any other department, board or agency of the Government of Canada, relating to:

- (a) Indian affairs;
- (b) Yukon, the Northwest Territories and Nunavut, and their resources and affairs; and,
- (c) Inuit affairs.

The Canadian Human Rights Tribunal orders relating to the FNCFS program are as follows:

- The Tribunal's January 26, 2016 Order (2016 CHRT 2) to cease its discriminatory practices with respect to First Nations child welfare and reform the FNCFS program and *1965 Agreement* to comply with the Tribunal's findings.
- The Tribunal's April 26, 2016 Order (2016 CHRT 10) to immediately take measures to address:
  - incentives in the FNCFS program to remove children from their homes and communities;
  - the funding of FNCFS agency operations budgets based on assumptions regarding population thresholds and children in care;
  - reductions in operations budgets for small and remote FNCFS agencies that affect these agencies' ability to provide effective programming, respond to emergencies, and put some small and remote agencies at risk of closing;
  - bringing the FNCFS program in line with current provincial child welfare legislation and standards;

- the need for adjustments to funding for inflation/cost of living or changing service standards to help address increased costs over time and to ensure that prevention-based investments more closely match the full continuum of services provided off-reserve; and
- funding deficiencies for items such as salaries and benefits, training, cost of living, legal costs, insurance premiums, travel, remoteness, multiple offices, capital infrastructure, culturally appropriate programs and services, band representatives and least disruptive measures.
- The Tribunal's September 14, 2016 Order (2016 CHRT 16):
  - not to decrease or further restrict funding for First Nations child and family services;
  - to determine budgets for each FNCFS Agency based on an evaluation of that Agency's distinct needs and circumstances, including an appropriate evaluation of remoteness;
  - to establish the assumption of 6% of First Nations children in care and 20% of families in need of services as minimum assumptions only and to determine funding for FNCFS agencies with rates of First Nations children in care and families in need exceeding these assumptions in accordance with the actual level of children in care and families in need;
  - to cease formulaically reducing funding for FNCFS agencies serving fewer than 251 eligible children and instead determine funding based on actual service level needs, regardless of population level; and
  - to cease requiring FNCFS agencies to recover cost overruns related to maintenance from prevention or operations streams.
- The Tribunal's May 26, 2017 Order (2017 CHRT 14) to immediately implement the full meaning and scope of Jordan's Principle.
- The Tribunal's February 1, 2018 Order (2018 CHRT 4) to:
  - eliminate that aspect of the FNCFS program's funding formulas/models that creates an incentive resulting in unnecessary apprehension of First Nations children from their families and/or communities and cease its discriminatory practice of not fully funding the cost of prevention/least disruptive measures, building repairs, intake and investigations and legal fees in child welfare;
  - to provide funding on actual costs for least disruptive measures/prevention, building repairs, intake and investigations and legal fees in child welfare;
  - to provide funding on actual costs for child service purchase in child welfare;
  - to provide funding on actual costs for small FNCFS agencies; and
  - to provide funding on actual costs for Band Representative Services for Ontario First Nations.

Authority is also conveyed through the following:

- *Cabinet decision (December 1965)* - Social services delivery agreement with the Province of Ontario (resulting in the "1965 Memorandum of Agreement Respecting Welfare Programs for Indians," also known as the 1965 Welfare Agreement (Ontario));
- *Cabinet decision (March 1997)* to consider the Innu people at the communities of Sheshatshiu and Davis Inlet as if they were Registered Indians on reserve land, for the purpose of providing them with programs and services;
- "Administrative Reform Agreement with the Province of Alberta (1991)," also known as the "Alberta Reform Agreement;"

- *Cabinet decision (December 2004)* - Stabilization for First Nations Child and Family Services;
- *Cabinet decision (February 2007)* - National policy authorities and incremental investments for the First Nations Child and Family Services program in Alberta;
- *Treasury Board decision (March 2007)* - National transfer payment authorities and incremental investments for the First Nations Child and Family Services Program in Alberta;
- *Treasury Board decision (April 2007)* - Approval of renewed national transfer payment terms and conditions for the First Nations Child and Family Services Program and incremental investments in Alberta 2007-2008; and,
- *Treasury Board decision (October 2016)* - Funding to support urgent investment in the First Nations Child and Family Services Program.
- Policy authority for the FVPP is also found in Budget 2012, Budget 2013 and Budget 2016.

### **3. Purpose, Objectives and Expected Results**

Indigenous Services Canada provides funding for social services on reserve including the Family Violence Prevention Program and the First Nations Child and Family Services Program. These two programs mainly aim to fund protection and prevention services for women, children and families ordinarily resident on-reserve. First Nations, provincial or territorial representatives and other recipients who receive funding provide on reserve residents and Yukon First Nations with individual and family services that are developed and implemented in collaboration with partners. The intention of these programs is to assist First Nation individuals and communities to become more self-sufficient; protect individuals and families at risk of violence; and to provide prevention supports that allow individuals and families to better care for their children. First Nations that are engaged in advancing their own development are better equipped to leverage opportunities made available by their communities and actively contribute to the broader Canadian economy and society.

FNCFS outcomes focus on safe, healthy children and families being supported by communities able to identify and address child and family needs.

#### **Immediate (one to two years):**

- First Nations families have greater access to culturally-appropriate prevention and early intervention services.
- First Nations service providers have adequate and predictable resources that allow for the development and delivery of culturally based child welfare standards and services including prevention services.

#### **Intermediate (three to five years):**

- Continuity of family, community and cultural connections is preserved for First Nations children in care.
- First Nations children in care achieve permanence and stability.

#### **Ultimate (five years and beyond):**

- The over-representation of First Nations children in care is decreased compared to the proportion of non-Indigenous children in care in the overall population of children in Canada.
- The safety and well-being of First Nations children are improved.

**4. Eligible Recipients**

Eligible Recipients	FNCFS – Agencies	FNCFS – CWJI	FVPP
FNCFS agencies or Societies <sup>3</sup> .	Yes	No	Yes
Other delegated/designated providers of child and family service providers, including provincially (or Yukon) delegated/designated agencies and societies.	Yes	No	No
Provinces and Yukon territory.	Yes	No	Yes
Chiefs and Councils of First Nation bands recognized by the Minister of Indigenous Services Canada, Tribal Councils, First Nations, and First Nation organizations.	Yes	Yes	Yes
First Nation communities, First Nations authority, board, committee or other entity created by Chief and Council for purposes such as providing social services or health care.	No	Yes	Yes
Indigenous communities and organizations (First Nations, Métis and Inuit) off-reserve.	No	No	Yes
Incorporated shelters	No	No	Yes

Prevention services may be delivered by non-delegated service providers. Communities who undertake prevention related activities and projects through the CWJI stream of funding can do so without being delegated as well.

<sup>3</sup> Those would include agencies in the process of obtaining delegation, and those that are recognized by provinces in the delivery of CFS.

## 5. Eligible Initiatives and Projects

### FNCFS Agencies

#### a. Planning

Multi-year Plans are being introduced for the 2019-20 fiscal year that will support new or existing strategic planning and coordination of efforts among child welfare service providers. Each delegated FNCFS agency is required to develop a multi-year Plan for Child and Family Services to describe the agency's response to identified needs and priorities within the community, including how service delivery will be coordinated with other service providers, and provide the expected outcomes. The Plans will also provide the FNCFS program with a better understanding of agency priorities over the medium-term and how to best support these priorities going forward. Agencies will be resourced to support the development of new or modified plans.

Services delivered by the agency should take into account the distinct needs and circumstances of the First Nations children and families served – including their cultural, historical and geographical needs and circumstances – in order to ensure substantive equality in the provision of child and family services. The Plans will assist with the integration of prevention services that an agency and potentially communities or other services providers are delivering to families.

In certain cases, FNCFS agencies may work with organizations to support First Nations children in care off reserve, including when children are being reunited with families who reside on reserve.

#### b. Prevention:

- Development and delivery of child maltreatment prevention services – which may be at primary, secondary and/or tertiary levels – that are evidence-informed, culturally-appropriate, address identified risk factors, and build protective capacities within families and communities. (CWJI projects can be funded with the intention to build a greater evidence base for culturally-specific interventions)
  - Primary prevention services are aimed at the community as a whole and include the ongoing promotion of public awareness and education on the healthy family and how to prevent or respond to child maltreatment.
  - Secondary prevention services are triggered when a child is identified as at risk of child maltreatment and intervention could help avoid a crisis.
  - Tertiary prevention services target specific families when a crisis or risks to a child have been identified and are designed to be least disruptive measures that attempt to mitigate the risks of separating a child from his or her family, rather than separate the child from his or her family. These services also assist families to address risks so that children in care can be reunified with their families as quickly as possible.
- Training for staff to ensure culturally-based standards for child and family service delivery.

- Cultivation of community social health and well-being through activities that address inequalities in the determinants of health, promote reductions in adverse childhood experiences, address addictions and mental health concerns that are placing children at risk, meet the needs of children and youth with disabilities and special needs, promote positive culturally-based parenting skills, provide family support, promote healthy child/youth development, and enable family preservation, especially through early intervention to avoid a more intrusive approach (such as removal from the family home).

**c. Child Protection, Guardianship and Support:**

- Child protection services are triggered when a child's safety or well-being is at risk. Child protection includes those services related to:
  - public education on child maltreatment;
  - assessments/investigations of child maltreatment reports (including after-hours services);
  - intervention planning (including family case conferencing);
  - alternative dispute resolution services/proceedings (e.g., family group conferencing)
  - family court;
  - supervision orders;
  - guardianship and voluntary/special needs custody agreements;
  - post-majority services for former youth in care;
  - placement, support and supervision for children/youth who cannot live safely in the family home while measures are taken with the family to remedy the situation (e.g., kinship, foster or group care, residential treatment, support for Elders and extended family members caring for children, independent living);
  - adoption and custom care;
  - reunification services;
  - extended services for youth transitioning out of care; and,
  - alternative care resource development, training, support and monitoring.
- Activities also may include community liaison and outreach, cultural/language interpretation, legal services, court support, family preservation, placement planning, standards development and implementation, policy development and implementation, and evaluation activities.
- Culturally-based standards can be developed and applied by First Nations for child welfare.

**Community Well-being and Jurisdiction Initiatives**

**a. Community Well-being Initiatives:**

- Targeted prevention and well-being services that support children and families in the home and community (e.g., parent education programs, family enhancement/preservation supports, cultural and traditional supports, in-home supports, respite care, services for mental health and addictions, community-wide prevention efforts);
- Provision of wrap-around services and integration of service delivery with other relevant federal/provincial sectors or programs, such as health, education, social services, public safety/corrections, and/or youth services; and,

- Repatriation and reunification of children and youth in care with their families and home communities, including support for youth transitioning out of the child welfare system.

b. **Jurisdiction Initiatives:**

- Support the development and implementation of First Nation-based jurisdiction that includes child and family safety and well-being, as well as structures, processes, and services to support full and proper jurisdictional implementation;
- Support bilateral meetings with federal and/or provincial governments;
- Research and development of First Nations child and family safety and well-being interventions; and,
- Expand the range of jurisdictional models to recognize the exercise of First Nations jurisdiction that meets or exceeds provincial/territorial standards.

### **Family Violence Prevention Program**

a. **Core shelter operations:**

Core operating funding to an existing network of family violence shelters serving First Nation communities. The formula calculates a core operating budget for each shelter based on the province of operation, size and geographical location using four expenditure factors: staff salaries and benefits; operational and administrative costs, and where applicable, funds to cover the costs associated with remoteness and emergency needs.

b. **Prevention and awareness:**

Family violence prevention activities targeting Aboriginal communities and organizations such as public outreach and awareness, conferences, seminars, workshops, support groups, and community needs assessments.

c. **Reimbursement of provincial/territorial bills:**

In some provinces and Yukon, where service delivery arrangements currently exist, reimbursement of the actual costs of maintaining an individual or family ordinarily resident on-reserve in a provincial/territorial family violence shelter at provincial/territorial per diem rates and rules. Contribution amounts to provinces and Yukon Territory are based on the actual costs of maintaining an individual or family ordinarily resident on-reserve in some provincial and Yukon family violence shelters based on provincial/territorial per diem rates and rules.

d. **National Aboriginal Circle Against Family Violence (NACAFV):**

Core funding for NACAFV to provide support to shelters and their staff through training forums, gatherings and development/distribution of resources and research.

### **Retroactivity**

Under these terms and conditions, excluding the FVPP, and for the period of January 26, 2016 to March 31, 2018, the FNCFS program will reimburse actual costs incurred for eligible activities, as identified by the Tribunal.

### **6. Type and Nature of Eligible Expenditures**

*Note: These expenses should support the activities stated in section 5.*

**ENCFS Agencies:****Care and Maintenance**

The costs must relate to children ordinarily resident on reserve, registered under the *Indian Act* or who are entitled to be registered.

- Allowances for assessment;
- Crisis Line;
- Placement development: recruiting, assessing, training, supporting, monitoring and evaluating care providers;
- Direct client costs;
- Costs for children in alternative care;
- Purchases on behalf of children in care;
- Special needs assessment and testing;
- Non-medical services to children with behavioural problems;
- Non-medical, limited-duration services;
- Other provincially-approved purchases and professional services where funding from other sources was not received in whole or in part for that activity;
- Establishment and maintenance of Registered Education Saving Programs when necessary to comply with provincial legislation/policy;
- Formal customary care and adoption;
- Post-adoption subsidies and supports;
- Family support costs;
- Reunification services;
- Land-based/cultural activities and equipment;
- Recreational and other activities to meet needs of children living at home; and
- Post-majority care services.

**Planning and Operations**

- Community consultations;
- Design of service and delivery models;
- Financial policy research;
- Development of service standards;
- Determination of staffing requirements and plans;
- Negotiation of agreements;
- Security services;
- Workplace safety;
- After-hour emergency services;
- Coordination of services at the community level.

**Administrative Needs**

- Costs for training forums, workshops, outreach, awareness;
- Professional and paraprofessional services;
- Interpretation services;
- Development of client and management information systems;

- Staff recruitment and professional development costs;
- Staff salaries and benefits;
- Honoraria for Elders or Knowledge Keepers;
- Staff travel and transportation;
- Employee Assistance Programs;
- Administrative overhead;
- Audits, monitoring, program research, policy development, evaluation;
- Board/committee operations;
- Professional development;
- Orientation and training of local committees, boards of directors and agency staff;
- Provisions to ensure privacy, security and proper management of records;
- Insurance.

### **Legal Services**

- Corporate legal services;
- Legal services related to the provision of child and family services (including inquests);
- Legal services for child representation.

### **Infrastructure Purchase, Maintenance and Renovations**

- Purchase or construction of capital assets (e.g. buildings) that support the delivery of FNCFS services.
- Purchase and maintenance of vehicles suitable for the transportation of children and families support the delivery of FNCFS services.
- Purchase and maintenance of information technology equipment and systems that are tailored to child and family services delivery;
- Establishment and maintenance of an agency office;
- Purchasing and maintenance of equipment and furniture;
- Operations, minor maintenance (e.g. general repairs, painting, plumbing, minor electrical)
- Janitorial and ground maintenance services;
- Renovations/repairs to the building structure, structural foundations, etc.;
- Repair/replacement of roofing, siding etc.;
- Repairs replacement of Heating system, Cooling system, Ventilation system, Electrical system, Water system, Plumbing system, Back-up generators, etc.;
- Repairs/replacement to/of the floors;
- Repairs/repainting to/of the walls, ceiling, etc.;
- Repairs/replacement to/of windows, doors, etc.;
- Repairs/renovations to the toilets, bathrooms;
- Repairs/renovations to the kitchen (including replacement of cupboards, counters, etc.);
- Repairs/renovations to storage space;
- Repairs/renovations related to improved indoor environmental quality including:
  - Air quality (e.g. vent replacement),
  - Thermal comfort (e.g. replacement of thermostats),
  - Acoustics (e.g. wall insulation),

- Day lighting (e.g. additional windows, replacing/installing additional light fixtures to simulate external light for centers in the north, etc.)
- Pollutant source control (e.g. water purification systems);
- Use of low-emission materials and building system controls, etc.; and,
- Fixtures and Equipment required by Fire Regulations including Fire alarms, Fire doors, Exit signs, Fire extinguishers, First aid kits, Earthquake kits, etc.
- Repairs/renovations to the parking lot;
- Repairs/renovations to external alleys, paths, etc.;
- Repairs/renovations to external structures;
- Permanent Signage;
- Outdoor play structures/space; and,
- Porch, deck, fences, etc.

*Note: In regards to the purchase and sale of buildings FNCFS terms and conditions are consistent with those of the First Nations Infrastructure Fund. These are:*

<b>Where asset is sold, leased, encumbered or disposed of within:</b>	<b>Return of contribution (in current dollars):</b>
2 Years after Project completion	100%
Between 2 and 5 Years after Project completion	55%
Between 5 and 10 Years after Project completion	10%

**Band Representatives in Ontario**

- Salary and benefits;
- Honorarium/ Per diem;
- Travel (Accommodations and meals);
- Long distance telephone calls;
- Client transportation (non-medical);
- Family support services; and,
- Court fees and disbursements and court-ordered costs related to child protection cases.

**Community Well-being and Jurisdiction Initiatives:**

**Planning and Operations**

- After-hour emergency services;
- Workplace safety;
- Provisions to ensure privacy, security and proper management of records;
- Coordination of services at the community level;
- Crisis Line;
- Direct client costs;
- Other provincially-approved purchases and professional services where funding from other sources was not received to cover the entire cost of the related activity;
- Family support costs;
- Special needs assessment and testing;
- Non-medical services to children with behavioural problems;

- Non-medical, limited-duration services;
- Interpretation services;
- Land-based/cultural activities;
- Recreational and other activities to meet needs of children living at home;
- Post-majority care services; and,
- Parenting courses and anger management courses.

**Administrative Needs**

- Staff recruitment and professional development costs;
- Staff salaries and benefits;
- Employee Assistance Programs;
- Staff travel and transportation;
- Professional development;
- Board/committee operations;
- Administrative overhead;
- Audits, monitoring, program research, policy development, evaluation;
- Insurance;
- Costs for training forums, workshops, outreach, awareness;
- Policy positions;
- Professional and paraprofessional services.

**Legal Services**

- Corporate legal services;
- Legal services related to the provision of child and family services.

**Infrastructure Purchase, Maintenance and Renovations**

- Capital costs for:
  - Purchase or construction of capital assets (e.g. buildings) that support the delivery of FNCFS services;
  - Purchase and maintenance of vehicles suitable for the transportation of children and families support the delivery of FNCFS services;
  - Purchase and maintenance of information technology equipment and systems that are tailored to child and family services delivery.
- Operations, minor maintenance (e.g. general repairs, painting, plumbing, minor electrical);
- Janitorial and ground maintenance services.

<b>Where asset is sold, leased, encumbered or disposed of within:</b>	<b>Return of contribution (in current dollars):</b>
2 Years after Project completion	100%
Between 2 and 5 Years after Project completion	55%
Between 5 and 10 Years after Project completion	10%

**Family Violence Prevention Program:**

<b>Eligible Expenditures</b>	<b>Core Shelter Operations</b>	<b>Prevention and awareness</b>
Staff salaries and benefits	Yes	Yes
Professional development (including membership and conference fees)	Yes	Yes
Board/committee operations	Yes	Yes
Direct client costs	Yes	No
Operations, minor maintenance, upgrading and repairs of facilities	Yes	No
Overhead administration costs	Yes	Yes
Crisis Line	Yes	No
Staff travel and/or transportation	Yes	Yes
Off-hour emergency services	Yes	No
Costs for training forums, workshops, outreach, awareness (including instructional and information materials)	Yes	Yes
Recruitment costs	Yes	Yes
Professional/ Paraprofessional services	Yes	Yes
Legal services fees and costs	Yes	Yes
Insurance	Yes	No
Audits, monitoring, evaluation and policy development	Yes	Yes

In addition to the above eligible expenditures for FVPP, Provincial/Territorial Bills which include the actual costs of maintaining individuals or families ordinarily resident on reserve in some provincial or Yukon shelters, where service delivery arrangements currently exist according to provincial/territorial per diem rates and rules will be reimbursed.

**7. Stacking Limits**

The stacking limit is the maximum level of funding to a recipient from all sources (including federal, provincial/territorial, and/or municipal) for any one activity, initiative or project. The limit is 100 percent of eligible costs<sup>4</sup>.

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<sup>4</sup> The Children's Special Allowance is not used to fund child welfare services generally, and is not to be considered as a source of revenue by the program for stacking purposes

## **8. Method for Determining the Amount of Funding**

### **FNCFS Agencies**

Funding for prevention, protection, maintenance, legal services, child service purchase amounts, intake and investigations, building repairs, as well as for agency operations costs for small FNCFS agencies, is based on the actual needs of the children and families served by FNCFS agencies, as reflected by expenditures in these categories.

### **Community Well-being and Jurisdiction Initiatives**

Funding for CWJI projects is determined at the regional level based on the specific needs, circumstances and goals of the community, as well as on the nature and duration of the activities described in the project proposal.

### **Family Violence Prevention Program**

Based on established funding formula for shelter operations and provincial/territorial bills and proposals for prevention and awareness as outlined in the National Social Programs Manual. Contribution amounts are based on a national shelter funding formula. The formula calculates a core operating budget for each shelter based on the province of operation, size and geographical location using four expenditure factors: staff salaries and benefits; operational and administrative costs, and where applicable, funds to cover the costs associated with remoteness and emergency needs. Effective April 1, 2012 contribution amounts are based on strategic funding approaches to support project proposals subject to funding availability.

## **9. Maximum Amount Payable**

The program's funding methodology is being reformed as per orders from the Canadian Human Rights Tribunal (CHRT). While the department has a temporary exception to item 8 of Appendix E of the Directive on Transfer Payments, from an operational perspective the maximum amount payable is currently considered to be the maximum amount of a given claim of actual eligible expenditures that meets the reasonableness requirements included in section 10 (Basis for Payment). Once the revised funding methodology has been established, or in three years (whichever is earlier), the Department will return to the Treasury Board with a maximum amount payable that adheres to the Policy on Transfer Payments.

**FVPP Maximum Amounts Payable Per Recipient (000s):**

<b>Eligible Recipients</b>	<b>Core shelter operations</b>	<b>Prevention and awareness</b>
Chiefs and Councils of First Nation bands	\$1,000	\$1,500
Tribal councils	\$1,000	\$1,500
FNCFS Agencies and Societies	\$1,000	\$1,500
First Nations authority, board, committee or other entity approved by Chiefs and Councils	\$1,000	\$1,500
Provinces/Territory	Negotiated Amount	N/A
Incorporated shelters	\$1,000	\$1,500
Aboriginal communities and organizations	N/A	\$1,500

**10. Basis for Payment**

Payments will be made in accordance with the type of funding arrangement, and will be guided by departmental policies as reflected in the contribution agreement. Where it is advantageous to the success of the activities, the Department shall offer fixed or flexible funding approaches for contributions to Indigenous recipients, in accordance with Appendix K of the *Directive on Transfer Payments*. Basic payment principles applicable to FNCFS and FVPP specify that:

- funds be used for eligible activities and cost categories as specified in the contribution agreement;
- costs charged to the program not exceed any maximums specified in the agreement;
- funds be used within the period and to address the needs for which they were provided; and,
- financial reporting requirements specified in the contribution agreement be met.

Notwithstanding the above, for FNCFS, costs for maintenance will continue to be reimbursed based on actual costs incurred. In addition, the Department will reimburse actual costs for the following expenses when agencies have not already received funding through another federal program (including another program of Indigenous Services Canada), or any provincial, territorial, or municipal government funding source for that activity:

- prevention;
- intake and investigations services;
- legal fees;
- building repairs;
- full eligible agency operations costs for small agencies; and,
- child service purchase costs.

The six areas above are those the Tribunal has ordered the program to pay on actuals. A detailed National Recipient Guide detailing how recipients may claim retroactive costs in these areas has been shared with recipients to support them in accessing funds as ordered by the Tribunal.

In this respect, the reasonableness of a particular cost will be established by determining whether the expense was:

- necessary to ensure substantive equality and the provision of culturally-appropriate services, given the distinct needs and circumstances of the individual child and his or her family, including their cultural, historical and geographical needs and circumstances, for instance, by taking into account any needs that stem from historical disadvantage and the lack of on-reserve and/or surrounding services;
- deemed by the recipient to be necessary for the best interest of the child;
- generally recognized as normal and necessary for the conduct of the activity; and,
- aligned with restraints and requirements of generally accepted accounting principles, arm's length bargaining, federal/provincial/local laws and regulations, and/or Certified Accountant terms.

Advance payments will be permitted, based on a forecast of cash flow provided by the recipient and supported by the Community Plan. Progress payments will be subject to periodic reports of activities and expenditures, as specified within the funding agreement, which will be reviewed and validated by the Department. Officials will ensure that all applicable requirements are met prior to processing a payment.

Holdback requirements, if applicable, will be determined based on risk assessment, and may be up to 20% of the total contribution.

Final payment will be contingent on the receipt by the Department of the final activity, performance and financial reports, as specified in the agreement.

Funding under the FNCFS and FVPP programs is targeted and cannot be used for any other purposes.

## **11. Application Requirements and Assessment Criteria**

Before entering into a funding arrangement, (for either FNCFS or FVPP) ISC shall confirm its authorities to enter into an agreement with the recipient and to fund the proposed activities. The departmental review procedures for verifying eligibility, entitlement and application approval (including risk assessments) are detailed in relevant departmental program directives and procedures. As these terms and conditions are new as they relate to the FNCFS program (which includes the CWJI funding stream) specific requirements for this program include, but may not be limited to:

### **FNCFS Agencies or Societies, Other delegated/designated providers of child and family service providers, including provincially delegated/designated agencies and societies, Provinces and Yukon territory:**

- Legal Entity's Name, Address and Telephone;
- Provincial delegation document/certification (Those wishing to only provide prevention services, are not required to have a delegation agreement in place);
- For Corporations: Incorporating Documents (Articles of Incorporation or Letters Patents), By-laws,
- Band Council Resolution for each community being represented/serviced;

- Disclosure of any involvement of former public servants who are subject to the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Conflict of Interest and Post-Employment Code for the Public Service*; and,
- Multi-year Plan identifying community's needs, planned activities, performance measures and reporting requirements; along with evidence of consultation and collaboration with communities.
- **Communities (CWJI):** A mandate, as evidenced by a Band Council Resolution (BCR), or other formal mandate for initial agreements, upon renewal of agreements or for the addition of any new initiatives, as required by the program;
- A Multi-Year Community Plan that identifies the community's needs, defines its capacity to respond, and outlines its programs and services, performance measures and reporting requirements to address priorities; and,
- Evidence of demonstrated capacity in areas such as financial and administrative experience to deliver the programs and services.

## 12. Performance Measurement and Reporting

### Performance Measurement

To ensure that a balanced approach is implemented and that the reporting burden is minimized, a reliable performance data collection, analysis and reporting methodology is being developed that will meet the respective needs of the recipients, the communities, the provinces/territories, and the Department. The methodology will be developed collaboratively with the parties to the Canadian Human Rights Tribunal complaint, the National Advisory Committee, and other partners as appropriate, including the provinces/Yukon. Funding recipients will be required to provide to the Department only the performance data required for mandatory reporting on program performance and achievement of program outcomes.

Until the methodology is finalized and implemented, data will continue to be collected by recipients using various methods and sources, and will meet requirements set out in the Reporting Guide<sup>5</sup>. Frequency of financial and performance reporting will be specified in the contribution agreement, but all recipients will be required to report at least annually on their Community Plan for Child and Family Services or CWJI project plan. Financial reviews will be conducted to ensure each recipient submits financial reports in accordance with its funding agreement specifications. An annual audited financial statement will be required in all cases.

### Financial Reporting

Financial reporting requirements will be determined based on the recipient's circumstances and the type of funding agreement. Appropriate financial reporting obligations, including frequency, will be contained within each funding agreement.

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<sup>5</sup> This document may be found at: <http://www.aadnc-aandc.gc.ca/eng/1385559716700/1385559777677>

As per the Department's Management Control Framework, annual reviews will be undertaken to ascertain whether funds provided are being expended for the purposes intended, and whether a recipient's financial situation is sufficiently stable to enable continued delivery of funded activities. Where any instability is due to the Department's funding structures or levels of funding, the Department will take measures to mitigate and remediate these risks.

### **13. Official Languages**

Where a program supports activities that may be delivered to members of either official language community, i.e., where there is significant demand, the recipient is required to provide access to services in both official languages. In addition, the Department will ensure that the design and the delivery of programs respect the obligations of the Government of Canada as set out in the *Official Languages Act*.

### **14. Redistribution of Contributions**

Recipients may redistribute contributions, as per the terms of their funding agreements. Redistributions should be done in line with program objectives, eligibility criteria and eligible expenses. In doing so, however, recipients will not act as agents of the federal government. Where a recipient further distributes contribution funding to another service delivery organization (i.e., an authority, board, committee, or other entity authorized to act on behalf of the recipient), the recipient will remain liable to the Department for the performance of its obligations under the funding agreement. Neither the objectives of the programs and services nor the expectations of transparent, fair and substantively equivalent services will be compromised by any redistribution of contribution funding.

### **15. Other Terms and Conditions**

#### **Land-less Bands and Non-Reserve Communities**

Subject to an annual review, the Department will maintain a list of land-less bands and non-reserve communities that are eligible to receive program funding, as contained in the FNCFS Program Guidelines.

**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 and Indigenous 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 reside(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 Owing 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:
- Page 3 of 9
- (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 and Indigenous 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 and Indigenous 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: \_\_\_\_\_

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

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

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

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

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

Daniel Kumpf  
Regional Director General  
Department of Indigenous Services

Minister of Children, Seniors and Social Development

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

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

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

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

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

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

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

Minister for Intergovernmental and Indigenous Affairs

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

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

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

Department of Crown-Indigenous Relations and Northern  
Affairs

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

**SCHEDULE - 1:**  
**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**  
 As Of 2020/06/16

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>															
PROGRAM SERVICE AREA / PROGRAM INVENTORY / BUDGET ACTIVITY / FUNCTIONAL AREA															
Program Service Area: Social Development															
Program Inventory: FN CHILD&FAMILY SERVICES BX112 - D0037															
Budget Activity: CHILD AND FAMILY SERVICES - B3710															
Functional Area: MAINTENANCE-FOSTER HOMES (Initial Allocation) - Q2BY (C0000 - DEFAULT ACCOUNT) (2021/03/31)															
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
PROGRAM SERVICE AREA / PROGRAM INVENTORY / BUDGET ACTIVITY / FUNCTIONAL AREA															
Program Service Area: Social Development															
Program Inventory: FN CHILD&FAMILY SERVICES BX112 - D0037															
Budget Activity: CHILD AND FAMILY SERVICES - B3710															
Functional Area: OPERATIONS - CFS (Initial Allocation) - Q2C0 (C0000 - DEFAULT ACCOUNT) (2021/03/31)															
001	391,455.00	391,455.00	391,455.00	391,455.00	391,455.00	391,455.00	391,455.00	391,455.00	391,455.00	391,455.00	391,455.00	391,452.80	0.00	0.00	4,697,457.80
<b>TOTAL 2020-2021 FIXED CONTRIBUTION FUNDING (FIXED)</b>															
933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,115.80	0.00	0.00	11,197,457.80
<b>TOTAL 2020-2021 INDIGENOUS SERVICES CANADA</b>															
933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,115.80	0.00	0.00	11,197,457.80
<b>TOTAL 2020-2021</b>															
933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,115.80	0.00	0.00	11,197,457.80
<b>GRAND TOTAL</b>															
11,197,457.80															

**SCHEDULE - 1:**  
**2.0 - Cash Flow by Fiscal Year by Department**  
 As Of 2020/06/16

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

Budget	Funding	2020-2021	
			Total
Indigenous Services Canada	Fixed Contribution	11,197,457.80	11,197,457.80
	Total	11,197,457.80	11,197,457.80
Total		11,197,457.80	11,197,457.80

**SCHEDULE - 1:**  
**3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month**  
 As Of 2020/06/16

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

**Fixed Contribution**

	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2020-2021	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,115.80	0.00	0.00	11,197,457.80
<b>Total</b>	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,122.00	933,115.80	0.00	0.00	11,197,457.80

**SCHEDULE - 1:**  
**4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department**  
 As Of 2020/06/16

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	\$11,197,457.80	\$933,122.00	\$933,122.00	\$933,122.00	\$933,122.00	\$933,122.00	\$933,122.00	\$933,122.00	\$933,122.00	\$933,122.00	\$933,122.00	\$933,122.00	\$933,115.80	\$0.00	\$0.00
<b>Total</b>	<b>\$11,197,457.80</b>	<b>\$933,122.00</b>	<b>\$933,115.80</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)**

Funding Agreement for Provincial and Territorial Governments

Arrangement No.: 2021-AT-000039

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

SCHEDULE - 4: Schedule of Reporting Requirement and Due Dates  
 2020/06/16 - 08:41:25 PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER (3484)