

**CANADIAN HUMAN RIGHTS TRIBUNAL**

**B E T W E E N:**

**FIRST NATIONS CHILD AND FAMILY CARING SOCIETY OF CANADA and  
ASSEMBLY OF FIRST NATIONS**

Complainants

- and -

**CANADIAN HUMAN RIGHTS COMMISSION**

Commission

- and -

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

Respondent

- and -

**CHIEFS OF ONTARIO,  
AMNESTY INTERNATIONAL and  
NISHNAWBE ASKI NATION**

Interested Parties

- and -

**INNU NATION**

Intervener

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**AFFIDAVIT OF CINDY BLACKSTOCK**

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**I, Cindy Blackstock, of the City of Ottawa, in the Province of Ontario, SOLEMNLY AFFIRM THAT:**

1. I am a member of the Gitksan First Nation, a professor at McGill University’s School of Social Work, and the Executive Director of the complainant, the First Nations Child and Family Caring Society of Canada (“the Caring Society”). As such, I have personal knowledge of the matters hereinafter deposed to, save and except for those matters stated to be on information and belief and where so stated, I believe them to be true.

2. I have been the Executive Director of the Caring Society since 2002 and have worked in the field of child and family services for nearly 35 years.
3. I obtained a doctorate in social work from the University of Toronto in 2009. I received a Master of Jurisprudence in children's law and policy from Loyola University Chicago in 2016. I also hold a masters degree in management from McGill University and a Bachelors of Arts in Psychology from the University of British Columbia.
4. I have received Honourary Doctorates from Blue Quills First Nations University, the University of Western Ontario, the University of Saskatchewan, Waterloo University, Thompson Rivers University, the University of Northern British Columbia, Mount St. Vincent University, the University of Winnipeg, Ryerson University, Osgoode Hall Law School, St John's College, University of Manitoba, University of Toronto, Memorial University, the University of Ottawa, Dalhousie University, University of Victoria, McMaster University, Trent University, the University of Lethbridge and Laurentian University.
5. I am an officer of the Order of Canada. In 2017, I received Amnesty International's Ambassador of Conscience Award and the Law Society of Upper Canada's Human Rights Award, and was awarded the Janusz Korczak Medal for Children's Rights Advocacy. In 2018, I was the inaugural recipient of the Children's Aid Foundation of Canada's Lynn Factor Stand Up for Kids National Award. In 2019, I was also awarded the Canadian Public Health Association's National Public Health Hero Award and in 2020 I was admitted as an Honorary Member to the Canadian Paediatric Society and received the National Indian Child Welfare Association (U.S.A.) Champion for Native Children Award.

### ***The FNCFS Program***

6. The federal government funds child and family services on-reserve and in the Yukon in two ways: (i) by funding First Nations Child and Family Services Agencies ("FNCFS Agencies)" operating pursuant to delegation under the applicable provincial legislation; or (ii) pursuant to agreements with provincial or territorial governments. These agreements reimburse provincial/territorial governments for their expenses in providing services to First Nations children and families living on-reserve and in the Yukon Territory.

7. The federal government has also signed a series of other agreements with some provinces and territories that affect service delivery by First Nations agencies. For example, the federal government and the Government of Manitoba signed an agreement in 2009 to split First Nations child welfare costs 60/40. The 1965 Agreement also affects service delivery for First Nations agencies. None of these agreements have been updated to reflect the Tribunal’s 2016 decision or subsequent decisions.

8. There are more than 100 FNCFS Agencies. They are funded pursuant to the 2015/16 FNCFS Agency budgets set out in Canada’s September 30, 2016 Compliance Report, plus the additional amounts provided for in Budget 2016, plus the additional amounts provided for in Budget 2018, and the amounts provided as part of the “reimbursement at actuals” process ordered by the Tribunal in February 2018. In its report regarding long-term reform of the FNCFS Program, the Institute of Fiscal Studies and Democracy (“IFSD”) estimated that the FNCFS Program requires \$2,100,000,000 to \$3,000,000,000 in order to implement the new recommended funding approach, and that FNCFS Agencies would require an estimated \$570,000,000 to \$1,450,000,000 to implement long-term reform.

9. There are roughly 145 First Nations served by ISC’s FNCFS program that are not served by FNCFS Agencies (“unaffiliated First Nations”). Based on information I received in the context of the IFSD study regarding long-term reform of the FNCFS Program, I understand that these First Nations are located as follows:

<b>Province/Territory</b>	<b>Number of unaffiliated First Nations</b>
Yukon	17
British Columbia	81
Alberta	9
Saskatchewan	2
Ontario	10
Quebec	21
New Brunswick	1
Newfoundland and Labrador	3

10. The funding available for child and family services for First Nations not served by agencies is generally set pursuant to agreements between the federal government and the

province or territory in question. Some additional funding for prevention in Yukon (which does not have any FNCFS Agencies) was made available in Budget 2018.

11. In Budget 2018, the federal government also made additional funds available for prevention in First Nations without FNCFS Agencies through the Community Well-Being and Jurisdiction Initiative (“CWJI”). It is important to note that only a portion of the CWJI budget goes to prevention services, as there are other costs that are eligible under the CWJI relating to communities’ response to COVID and initiatives to assert jurisdiction over child and family services.

12. The fixed CWJI budget is allocated by tripartite tables in each province/territory (representing federal officials, provincial/territorial officials, and First Nations leadership). CWJI funding for prevention is not available for all unaffiliated First Nations, nor has ISC provided evidence that prevention funding provided under CWJI is sufficient to eliminate the discrimination for children and families, as required by the Tribunal’s orders.

13. Unaffiliated First Nations do not have access to the “reimbursement at actuals” process ordered by the Tribunal in February 2018.

***My communications with ISC regarding unaffiliated First Nations***

14. Immediately after the Tribunal’s order in January 2016 substantiating the Caring Society’s complaint of discrimination within the FNCFS Program and ordering Canada to reform the program, I began communicating with ISC regarding the actions needed to end the discrimination towards First Nations child and family services. These early communications included raising the need for ISC to revise its agreements with provinces/territories for services provided to First Nations children and families in order to align with the Tribunal’s January 2016 decision. For example, on September 22, 2016 I sent a letter to Rick Theis, then Chief of Staff to the Minister of Indigenous and Northern Affairs, the Honourable Carolyn Bennett, requesting that, as a matter of immediate relief, INAC require non-Indigenous child and family service providers to account for their efforts to meet the needs of First Nations children and families. A true copy of my September 22, 2016 letter to Mr. Theis is attached to my affidavit as **Exhibit “1”**.

15. I regularly raised the issue of Canada's compliance with respect to First Nations children and families not served by agencies. This has included discussions at the Consultation Committee on Child Welfare ("CCCW").

16. In the context of discussions regarding the FNCFS Program Terms and Conditions, Canada provided a document in advance of the January 2019 CCCW meeting that summarized responses to outstanding comments and concerns raised by the parties regarding the Terms and Conditions. This document was appended to the March 4, 2020 affidavit of Lori Warner as Exhibit "6C").

17. This summary table was concerning to me, as it indicated that "Canada's funding relationship with the Yukon Government has remained unchanged." As such, I was concerned that the amounts allocated to child and family services in Yukon were not based on the best interests, and cultural, geographical and historical needs and circumstances of the First Nations children and families living there.

18. On January 27, 2020, I wrote to ISC regarding how the department was funding child and family services for unaffiliated First Nations. Specifically, with respect to Yukon, I asked the department how much had been allocated for 2016/17, 2017/18, and 2018/19. It took ISC four weeks (until February 24, 2020) to advise me that Yukon had received \$11.2 million in 2016/17, \$14.2 million in 2017/18, and \$19.2 million in 2018/19.

19. On February 24, 2020, I asked ISC what funding approach was used to determine these amounts. On March 9, 2020 (two weeks later), I was advised that the funding amounts were determined based on the Government of Yukon's actual maintenance expenditures, operations expenditures as agreed between the federal government and the Government of Yukon, as well as Budget 2018 amounts regarding prevention and the CWJI.

20. A true copy of my correspondence with ISC between January 27, 2020 and March 9, 2020 is attached to my affidavit as **Exhibit "2"**.

21. As a result of my concerns, I made further inquiries with respect to the levels of funding for services provided to First Nations children and families living on-reserve and in the Yukon who are not served by a FNCFS Agency. I began making these requests on March 2, 2020 and

began to receive responses in July 2020. While I acknowledge the COVID 19 pandemic impacted ISC's capacity to respond, the questions I asked were straight-forward and ought to have elicited a quick response.

22. Based on my interactions with ISC staff on this matter, my understanding is that a very large part of the delay was attributable to two factors: (1) ISC Headquarters staff's very limited understanding of how the FNCFS Program functions regarding unaffiliated First Nations; and (2) a lack of coordination between ISC's Headquarters and Regional Offices. In fact, at one point, I had to send a copy of a federal/provincial agreement to Headquarters staff so they knew what I was talking about.

### ***Federal-Provincial/Territorial Agreements***

#### *Newfoundland and Labrador*

23. I attended almost every day of the hearing on the merits in 2013 and 2014. The evidence with respect to Newfoundland and Labrador was that the provincial government delivered services to Innu communities in Labrador and Canada funded the services pursuant to Directive 20-1.

24. According to the agreements that I received on July 17, 2020, while Canada and Newfoundland and Labrador made some amendments to the agreements over the fiscal years since the decision, no reference has been added regarding Canada's obligations under the Canadian Human Rights Tribunal orders. Moreover, after the Tribunal's decision and there was a reduction in funding for fiscal 16/17 (from \$8,000,000 in 15/16 to \$4,804, 294.00 in 16/17 before climbing to \$9,500,000.00 in 17/18).

25. True copies of the funding agreements for Newfoundland and Labrador for fiscal years 2015/16 to 2018/19 are attached to my affidavit as **Exhibits "3A", "3B", "3C", and "3D"**.

#### *Alberta*

26. The 1991 Alberta Administrative Reform Agreement was included in Volume 13 of the Canadian Human Rights Commission's Book of Documents, at Tab 270.

27. In 2017, Canada and Alberta entered into an Administrative Reform Arrangement Funding Agreement (“2017 Alberta Agreement”) that was supplemental to the 1991 Agreement. I received a copy of this agreement from ISC on July 15, 2020. A true copy of the 2017 Alberta Agreement is attached to my affidavit as **Exhibit “4”**. Again, this Agreement contains no references to Canada’s obligations under the Canadian Human Rights Tribunal decisions.

28. True copies of the Alberta Administrative Reform Agreement Child Intervention Final Claims for fiscal years 2015/16, 2016/17, and 2017/18, which I received from ISC on July 15, 2020, are attached to my affidavit as **Exhibits “5A”, “5B”, and “5C”**.

### British Columbia

29. The Service Agreements with respect to on-reserve child and family services provided by the government of British Columbia for 2012/13 and 2013/14 were included in the Canadian Human Rights Commission’s Book of Documents at Tabs 275 and 399. These Service Agreements indicated that the federal government provided roughly \$30,000,000 in funding to the government of British Columbia for child and family services on-reserve, but the government of British Columbia’s position was that actual costs were roughly \$42,000,000.

30. In my discussions with ISC officials, I have asked if the amounts paid under the federal-provincial agreement since the Tribunal’s January 2016 decision aligns with the Province of British Columbia’s views of what it spent. I have not had an answer from ISC, and as such have no confirmation that this roughly \$12,000,000 shortfall has been resolved.

31. Consistent with Canada’s approach with other provincial/territorial agreements under the FNCFS Program, there are no references to Canada’s obligations under the Canadian Human Rights Tribunal’s orders in any of the agreements I have reviewed regarding services provided to children in unaffiliated First Nations in British Columbia.

32. True copies of the service agreements with the Province of British Columbia for fiscal years 2015/16, 2016/17, 2017/18 and 2018/19, which I received from ISC on July 15, 2020, are attached to my affidavit as **Exhibits “6A”, “6B”, “6C”, and “6D”**.

Yukon

33. The 2011/12 Funding Agreement between the federal government and Government of the Yukon regarding health and social services was included in the Canadian Human Rights Commission's Book of Documents at Tab 305.

34. The base level of funding for child and family services for First Nations children and families living in the Yukon prior to the January 2016 decision was provided on the basis of Directive 20-1. The Enhanced Prevention Focused Approach was never applied in the Yukon prior to the Decision.

35. There are currently no FNCFS Agencies in the Yukon. It is important to note that in the Hearing on the Merits, evidence was filed showing the Carcross Tagish First Nation applied for funding for an FNCFS Agency; however, that request was denied by ISC.

36. As a result of my concerns regarding child and family services for First Nations in the Yukon (noted above), I followed up with the Council of Yukon First Nations. On June 18, 2020, Shadelle Chambers, the Council of Yukon First Nations' Executive Director, provided me with two Crown-Indigenous Relations and Northern Affairs Canada ("CIRNAC") PowerPoints regarding funding under the FNCFS Program in the Yukon. True copies of these PowerPoints are attached to my affidavit as **Exhibit "7"** and **Exhibit "8"**. She informed me, and I believe, that these Power Points were provided by CIRNAC in the context of work at the Trilateral table between the federal government, Yukon Government, and the Council of Yukon First Nations.

37. A true copy of the 2017-2022 funding agreement in place with the Government of Yukon, which I received from ISC on July 17, 2020, is attached to my affidavit as **Exhibit "9"**.

38. A true copy of the 2012-2017 funding agreement in place with the Government of Yukon, which I received from ISC on July 17, 2020, is attached to my affidavit as **Exhibit "10"**.

***IFSD's recommendations with respect to unaffiliated First Nations***

39. In their 2020 report *Funding First Nations child and family services (FNCFS): A performance budget approach to well-being*, IFSD considered the needs of First Nations unaffiliated to a FNCFS Agency in Part V of their report.

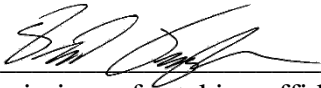


40. A true copy of Part V of the IFSD’s 2020 report is attached to my affidavit as **Exhibit “11”**.

*Need to affirm this affidavit via video teleconference*

41. In light of the continuing public health crisis caused by COVID-19, and in keeping with public health recommendations to conduct business remotely where possible, Mr. Taylor and I met remotely to affirm this affidavit. We met using Cisco Webex to commission the affidavit, and both affixed our electronic signatures.

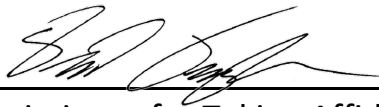
**AFFIRMED BEFORE ME** over video )  
teleconference 30th day of October, )  
2020. The affiant, Cindy Blackstock, )  
and the commissioner, David Taylor, )  
were both located in Ottawa, Ontario )

  
\_\_\_\_\_  
Commissioner for taking affidavits

  
\_\_\_\_\_  
**CINDY BLACKSTOCK**

David P. Taylor (LSO# 63508Q)

This is **Exhibit "1"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020



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A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)



September 22, 2016

Rick Theis,  
Chief of Staff,  
Minister of Indigenous and Northern Affairs Canada  
10 Wellington Street  
Gatineau, QC K1A 0H4

Re: FNCFCSC et al v Attorney General of Canada (Tribunal File T1340/7008)

Dear Mr. Theis,

**I write further to the Canadian Human Rights Tribunal's (the "Tribunal") second ruling on immediate relief, 2016 CHRT 16, released on September 15, 2016, and following our September 21, 2016 meeting.**

In its September 15, 2016 ruling, the Tribunal **emphasized that "the dissemination of relevant and timely information continues to be of the utmost importance in rebuilding trust between the parties and avoiding conflicts and delays going forward."**<sup>1</sup> The Caring Society endorses this very basic principle, and is committed to being transparent with the other parties and your Department as we move forward in the process of providing immediate, medium and long-term relief to First Nations children.

However, rebuilding trust and avoiding conflicts and delays will also require immediate and concrete steps on the part of your government and of your Department. In this spirit, my letter outlines a number of actions falling into four **distinct categories that are necessary to end your Department's delays in providing immediate relief to First Nations' children and their families from the discrimination and to set the stage for the medium- and long-term actions necessary to bring systemic change to the FNCFS Program.**

This list is non-exhaustive and represents **the Caring Society's best efforts identify the main areas of concern based on the information available at this point in order to assist the Department.** These categories are: (1) Immediate action to help children; (2) Information and transparency; (3) Departmental capacity building, learning and accountability; and (4) Mechanisms and resources for reform.

*A – Immediate action to help children*

**In the Tribunal's words, the purpose of immediate relief measures is to "eliminate as many adverse impacts as possible at this time with the information that we have".<sup>2</sup> As the Tribunal observed in its September 15, 2016 decision, "more**

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<sup>1</sup> *FNCFCSC et al v AGC*, 2016 CHRT 16 at para 8.

<sup>2</sup> *FNCFCSC et al v AGC*, 2016 CHRT 16 at para 31.

progress still needs to be made in the immediate and long-term to ensure the discrimination identified in the [Tribunal's January 26, 2016 decision] is remedied.<sup>3</sup> Specifically, the Caring Society calls on your Department to:

1. Immediately and fully comply with the orders in all three Tribunal decisions (2016 CHRT 2, 2016 CHRT 10, and 2016 CHRT 16), particularly the seven immediate measures listed at page 45 of 2016 CHRT 16;
2. Publicly prioritize the safety and best interests of First Nations children and their families as the paramount **consideration under the FNCFS Program and Jordan's Principle and systematically vet all government** authorities, policies, and practices through this lens, in keeping with its obligations under the Truth and Reconciliation Commission's ("TRC") **Calls to Action, the United Nations Convention on the Rights of the Child** (including General Comment 11), and the United Nations Declaration on the Rights of Indigenous Peoples;
3. Cease defending, in any way, conduct or approaches that have been found to be discriminatory by the Tribunal **in favour of directing government energy towards compliance with the Tribunal's orders**, greater transparency, and ensuring long-term reform;
4. **Provide funding to each First Nations Child and Family Services Agency ("FNCFS Agency") to enable the** development and implementation of culturally- and community-based approaches to child and family services. This funding must be provided on an ongoing and consistent basis to support ongoing consultation, design, implementation and evaluation of these models, as required in a given community;
5. Establish a **24-hour reporting line for Jordan's Principle cases**, accompanied by a public education campaign **targeted to First Nations, professionals, and the public regarding how to: (a) identify a Jordan's Principle case (as those cases are defined by the Tribunal); and (b) report Jordan's Principle cases to the federal government, along with the process to resolve Jordan's Principle cases in line with the Tribunal's orders (i.e., no extra delays related to the child's Indigenous status); (c) appeal a government decision regarding Jordan's Principle.**
6. Review all cases **that it or Health Canada determined were not Jordan's Principle cases under the discriminatory definition of Jordan's Principle and provide redress to children and families whose cases would have met the definition of Jordan's Principle provided by the Tribunal (see 2016 CHRT 16 at para 159);**
7. Require, along with Health Canada or any other government department, that provinces and territories adopt **and fully implement Jordan's Principle pursuant to the Tribunal's orders as a condition of funding.**
8. Where possible, and in order to allow long-term planning, particularly regarding prevention services and culturally appropriate services, provide multi-year funding agreements to FNCFS Agencies, with the flexibility for amendment following further Tribunal orders, reforms generated through the National Advisory Committee process, and/or as agreed to with the full, prior and informed consent of the First Nation(s) in question; and
9. Require non-Indigenous child and family services funding recipients to provide business plans and financial and program delivery reports to account for the funds used to provide child and family services to First Nations not served by an FNCFS Agency. Such reports must include details of the non-Indigenous **funding recipient's** consultations with First Nation(s) to ensure that funding is adequate and responsive to the needs of children and their families. Affected First Nations must receive these reports and have an opportunity to reply and participate in service reform (including proposing terms for future federal/provincial/territorial funding arrangements).

## *B – Information and Transparency*

Your Department's provision of information since the Tribunal's January 26, 2016 decision has not lived up to the

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<sup>3</sup> *FNCFCSC et al v AGC*, 2016 CHRT 16 at para 8.

standard required to allow the parties to the complaint before the Tribunal, or the Tribunal itself, to adequately **evaluate Canada's compliance with the Tribunal's orders.**

The Caring Society calls on your Department to make the following improvements to its information-sharing processes in time for the September 30, 2016 disclosure and October 31, 2016 compliance report ordered by the Tribunal, in order to ensure a transparent basis for a respectful and collaborative process in developing solutions that benefit First Nations children:

1. Provide detailed and clear information about how Budget 2016 was calculated for the 2016/17 fiscal year and for future fiscal years;
2. Provide detailed and clear information about how your Department satisfied itself that the amounts contained in Budget 2016 were **sufficient to meet the requirements of the Tribunal's orders;**
3. Provide detailed and clear information regarding the additional steps your Department has taken to comply with the specific orders in para 160(a) of 2016 CHRT 16;
4. Provide the following specific details **regarding the Government of Canada's Jordan's Principle funding announcement:**
  - a. How was the total amount of funding calculated, and on the basis of what information;
  - b. What fiscal years does this announcement cover, and what are the allotments by fiscal year?
  - c. Is this announcement one-time funding, or is it renewable?
  - d. **How much of this funding is specifically targeted for Jordan's Principle cases to benefit children/youth, and how much is allocated for other costs (i.e. staffing, policy work, increases in NIHB program costs; litigation, etc.);**
  - e. **What definition of Jordan's Principle is your Department and Health Canada using and how was this definition developed, or how has it been amended to comply with the Tribunal's orders?**
  - f. What process is your Department and Health Canada using to receive and process reports, and how **does this process comply with the Tribunal's orders?**
  - g. What action has your Department and Health Canada taken to proactively educate the public on how **to identify and report Jordan's Principle** cases and the process used to ensure that First Nations children can access public services on the same terms as other children (i.e. without delay related to their Indigenous status)?
  - h. What appeal mechanism is available to ensure transparency and accountability in your Department **and Health Canada's approach to Jordan's Principle?**
  - i. How is your Department and Health Canada identifying and managing cases that were wrongfully **declined using the past discriminatory definition of Jordan's Principle?**

*Note: further questions may arise once this information is provided.*

5. Clearly identify additional funds being provided for prevention services, taking care to not include items that are not related to prevention in this costing category;
6. Avoid casting funding related to increased maintenance costs, increased departmental costs, or increased costs due to population growth as new funding being provided to eliminate adverse impacts in the FNCFS Program identified by the Tribunal, as funding increases related to these cost drivers are the predictable cost of doing

business, and do not alleviate discrimination;

7. **Provide minutes of meetings with Provinces on First Nations child and family services and Jordan's Principle**, and commit to ensuring First Nations and FNCFS Agencies are full participants in any meetings going forward;
8. In the October 31, 2016 compliance report ordered by the Tribunal, provide detailed explanations as to which of the Caring Society/AFN/Commission/COO/NAN remedies have been implemented, which are partially implemented (and why), which are not implemented (and why), and in the case of partial or non-implementation provide an evidence-based alternative that meets the requirements of the CHRT orders; and
9. When the NAC is established, provide all data, in the original data format (not PDF), in a very timely manner when those data are requested by the NAC, Regional Tables, and contractors involved in the long-term reform **process to facilitate a comprehensive analysis of your Department's FNCFS Program and Jordan's Principle** programs, to better inform reform.

### *C – Departmental capacity building, learning and accountability*

The slow pace of your Department's progress is concerning. As the Tribunal noted in its September 15, 2016 ruling, there are concerns "that INAC is still informed by information and policies that fall within [its] old mindset and that led to discrimination."<sup>4</sup> In order to provide a measure of confidence that your Department has received the message that its old ways are no longer acceptable, and to confirm that your Department is committed to reform, the Caring Society calls on your Department to take the following steps:

1. Issue a clear and convincing statement, accompanied by action, that your Department acknowledges its discriminatory conduct and is committed to acting on recommendations and orders for immediate remedies to alleviate discrimination, pending medium and long-term reform, including by amending its authorities, agreements, policies and agreements and by establishing mechanisms to ensure compliance with any subsequent orders;
2. Make a clear and public statement that it (your Department and Health Canada) will immediately cease the unilateral practices such as those used to generate and announce the amounts included in Budget 2016 for the **FNCFS Program and the up to \$382 million announced to support Jordan's Principle, as these measures are inconsistent with the Government of Canada's commitment to a Nation-to-Nation relationship, the Tribunal's orders, and the TRC's Calls to Action;**
3. Ensure open communication and consultation with the Caring Society, the Assembly of First Nations, the Canadian Human Rights Commission, First Nations and FNCFS Agencies to ensure compliance with the **Tribunal's orders and immediate, medium, and long-term reform**, in line with its obligations pursuant to the United Nations Declaration on the Rights of Indigenous Peoples;
4. Deliver **comprehensive training to all of your Department's staff, as well as their colleagues in other departments, who are involved in FNCFS Program or Jordan's Principle reform regarding child development, the Tribunal's decisions and previous reviews of child and family services for First Nations children.** These reviews include:
  - a. **The TRC's Final Report and the relevant Calls to Action;**
  - b. the National Policy Review;

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<sup>4</sup> *FNCFSC et al v AGC*, 2016 CHRT 16 at para 29.

- c. The Wen:de Reports;
- d. The reports authored by the Auditor General of Canada;
- e. The reports authored by the House of Commons Standing Committee on Public Accounts;
- f. The reports authored by the United Nations Committee on the Rights of the Child; and
- g. **The Tribunal's decisions (2016 CHRT 2, 2016 CHRT 10, 2016 CHRT 16 and all future decisions)**

The objective of this training is to situate the current opportunity for reform within its historical context, in order to draw lessons from the events that have led to contemporary discrimination and inform changes in **your Department's philosophy, policy, and practice to ensure non-discrimination and compliance with the Tribunal's decisions and the TRC's Calls to Action going forward. This training should be offered by properly informed persons approved by the Caring Society, the Assembly of First Nations, and, should it choose to be involved, the Canadian Human Rights Commission.** The Caring Society further supports proposals by the Assembly of First Nations to link employee performance to the implementation of the CHRT orders and achievement of the TRC Calls to Action.

- 5. Work with the Caring Society and the Assembly of First Nations to establish an effective independent oversight **body to publicly monitor and report on Canada's compliance with the Tribunal's orders and to ensure non-discrimination across all First Nations children's programs.**

#### *D – Mechanisms and Resources for Reform*

In order to move forward with medium and long-term reform, your Department must take the following steps:

- 1. Move immediately to provide adequate and sustained resources and any other support necessary for the **operation of the National Advisory Committee in ways that take full account of the Tribunal's orders;**
- 2. Immediately provide the Caring Society and the Assembly of First Nations with sufficient funding to participate in the National Advisory Committee process and in broader program reform;
- 3. Ensure that the Regional Tables receive adequate resources (including funds for expert consultation and study, and to compensate agency staff participation so as to not further tax limited agency budgets (i.e. salaries, benefits and travel proportional to meeting obligations));
- 4. Provide the Caring Society and the Assembly of First Nations with specific information on the steps your Department has taken to date regarding the Regional Tables;
- 5. Provide **sufficient funding to preserve APTN's recordings of the proceedings in this complaint;**
- 6. Ensure all Regional Staff are mandated to participate in the Regional Tables; and
- 7. Welcome, and take all reasonable measures to support, discussion on and implementation of, First Nations jurisdiction as part of the National Advisory Committee and Regional Tables process.

#### *E – Conclusion*

**We are mindful of the Minister of Indigenous Affairs and the Minister of Justice's comments following the release of the Tribunal's further decision on immediate relief, which found that your Department has not taken sufficient immediate**

measures to alleviate discrimination against First Nations children in the wake of its January 26, 2016 decision. We are **also mindful of the Prime Minister's comments** of September 21, 2016, stating that Canada knows it must do better for First Nations children and welcomes those who push it to do better.

As I stated in my letter of January 2016 to Minister Bennett and Minister Wilson-Raybould, sent jointly with National Chief Bellegarde, the Caring Society welcomes meaningful efforts by Canada to reform First Nations child and family services on-**reserve and to end discrimination against First Nations' children, the Caring Society remains committed to the Canadian Human Rights Tribunal process. We will continue to seek more specific relief from the Canadian Human Rights Tribunal in order to ensure that the discrimination that has been perpetuated through your Department's provision of child and family services and the Government of Canada's narrow implementation of Jordan's Principle ends without any further delay.**

We look forward to working with your Department to end discrimination against First Nations children without delay.

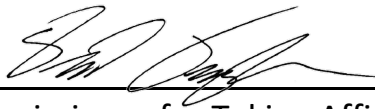
Sincerely,

A handwritten signature in black ink, appearing to read 'C. Blackstock', with a stylized flourish at the end.

Cindy Blackstock, PhD  
Executive Director  
First Nations Child & Family  
Caring Society of Canada



This is **Exhibit "2"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020

A handwritten signature in black ink, appearing to read "David P. Taylor", is written over a horizontal line.

A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)

**From:** Legault, Lisa (AADNC/AANDC) <lisa.legault@canada.ca>  
**Sent:** March 9, 2020 2:05 PM  
**To:** Cindy Blackstock  
**Cc:** Nepton, Nathalie (AADNC/AANDC); Beaudoin, Maggie (AADNC/AANDC)  
**Subject:** RE: Prevention guide and Yukon

Hi Dr. Blackstock,

Sorry for the delay. In response to your question, the four funding streams used in the Yukon Region for First Nations Child and Family Services are:

**1. Maintenance**

Maintenance is paid to the Government of Yukon on actuals based upon quarterly invoices, sourced in the Interim Letter of Understanding between DIAND and the Government of Yukon from 1999.

**2. Operations**

ISC provides funding to the Government of Yukon towards the operations of their child welfare services on an annual basis. The amount has been determined by Canada and the Government of Yukon and is linked to the provision of protective services. The Council of Yukon First Nations has received annual funding under the operations stream towards their work on the Trilateral Table since 2017/2018.

**3. Prevention**

Prevention includes Budget 2018, ramp-up and remoteness funding. Regional allocations for prevention funding were determined by HQ in consultation with the parties during the May 2018 CCCW meeting. The Trilateral Table on the Well-being of Yukon First Nations Children and Families then determined funding approaches and allocations from Yukon from 2018/2019 and going forward.

**4. Community Well-being and Jurisdiction Initiative**

Community Well-being and Jurisdiction Initiative funding formula was developed nationally in collaboration with the CCCW. The Trilateral Table and First Nation Health and Social Development Commission then determined funding approaches and allocations in Yukon.

I hope this responds to your question? I am hoping to send you the information on the Provinces this week as well. It has taken a little longer since I have been working with my Regional colleagues to finalize.

Have a great rest of your day.  
Lisa

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**From:** Legault, Lisa (AADNC/AANDC) <lisa.legault@canada.ca>  
**Sent:** Monday, March 2, 2020 2:19 PM  
**To:** Cindy Blackstock <cblackst@fncaringsociety.com>  
**Subject:** RE: Prevention guide and Yukon

Thanks Dr Blackstock. Both should be completed this week.

Have a good day.

Lisa

Sent from my Bell Samsung device over Canada's largest network.

----- Original message -----

**From:** Cindy Blackstock <[cblackst@fncaringsociety.com](mailto:cblackst@fncaringsociety.com)>  
**Date:** 2020-03-02 2:16 PM (GMT-05:00)  
**To:** "Legault, Lisa (AADNC/AANDC)" <[lisa.legault@canada.ca](mailto:lisa.legault@canada.ca)>  
**Subject:** Re: Prevention guide and Yukon

Thank you Lisa,

If you can also get info on the funding approaches being used with the Province of BC, Alberta and NFLD/Labrador as well as in Centre de jeunesse in Quebec where applicable that would be great.

Cindy Blackstock, PhD  
Executive Director, First Nations Child and Family Caring Society of Canada  
Professor, School of Social Work, McGill University  
Suite 401, 309 Cooper Street, Ottawa, ON K2P 0G5  
[www.fncaringsociety.com](http://www.fncaringsociety.com)  
(613) 230-5885 [info@fncaringsociety.com](mailto:info@fncaringsociety.com) Twitter: @Caringsociety

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**From:** Legault, Lisa (AADNC/AANDC) <[lisa.legault@canada.ca](mailto:lisa.legault@canada.ca)>  
**Sent:** March 2, 2020 12:03 PM  
**To:** Cindy Blackstock  
**Subject:** RE: Prevention guide and Yukon

Hi Dr. Blackstock, thanks for the reminder. I should be able to get you a response today or tomorrow latest.

Thanks  
Lisa

---

**From:** Cindy Blackstock <[cblackst@fncaringsociety.com](mailto:cblackst@fncaringsociety.com)>  
**Sent:** Monday, March 2, 2020 11:24 AM

**To:** Legault, Lisa (AADNC/AANDC) <[lisa.legault@canada.ca](mailto:lisa.legault@canada.ca)>  
**Subject:** Re: Prevention guide and Yukon

Good morning Lisa

Have you been able to identify the funding approach used in the Yukon as of yet?

Thanks

Cindy

Cindy Blackstock, PhD  
Executive Director, First Nations Child and Family Caring Society of Canada  
Professor, School of Social Work, McGill University  
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(613) 230-5885 [info@fncaringsociety.com](mailto:info@fncaringsociety.com) Twitter: @Caringsociety

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**From:** Legault, Lisa (AADNC/AANDC) <[lisa.legault@canada.ca](mailto:lisa.legault@canada.ca)>  
**Sent:** February 24, 2020 4:36 PM  
**To:** Cindy Blackstock  
**Cc:** Nepton, Nathalie (AADNC/AANDC); Beaudoin, Maggie (AADNC/AANDC)  
**Subject:** RE: Prevention guide and Yukon

Hi, Let me confirm and I will get back to you.

Lisa

Sent from my Bell Samsung device over Canada's largest network.

----- Original message -----

**From:** Cindy Blackstock <[cblackst@fncaringsociety.com](mailto:cblackst@fncaringsociety.com)>  
**Date:** 2020-02-24 4:34 PM (GMT-05:00)  
**To:** "Legault, Lisa (AADNC/AANDC)" <[lisa.legault@canada.ca](mailto:lisa.legault@canada.ca)>  
**Cc:** "Nepton, Nathalie (AADNC/AANDC)" <[nathalie.nepton@canada.ca](mailto:nathalie.nepton@canada.ca)>, "Beaudoin, Maggie (AADNC/AANDC)" <[maggie.beaudoin@canada.ca](mailto:maggie.beaudoin@canada.ca)>  
**Subject:** Re: Prevention guide and Yukon

Thank you Lisa

What funding approach was used to determine these funding amounts?

Have a good day  
Cindy

Sent from my iPhone

On Feb 24, 2020, at 4:28 PM, Legault, Lisa (AADNC/AANDC) <[lisa.legault@canada.ca](mailto:lisa.legault@canada.ca)> wrote:

Hi Dr. Blackstock,

Sorry for the delay in responding to your initial request for the information on YK. Below is Yukon's CFS actual spending from 2016-17 to 2018-19. The allocation amounts are not available for these years, as they were kept in Headquarters and transferred at a later date.

YUKON	2016-17 Actual Spending (G&Cs)	2017-18 Actual Spending (G&Cs)	2018-19 Actual Spending (G&Cs)
CFS	11,249,963	14,200,616	19,232,537

We are still working on the review and incorporation of the comments pertaining to the recipient , prevention and capital guides.

Thanks Lisa

---

**From:** Nepton, Nathalie (AADNC/AANDC) <[nathalie.nepton@canada.ca](mailto:nathalie.nepton@canada.ca)>

**Sent:** Monday, January 27, 2020 7:01 AM

**To:** Cindy Blackstock <[cblackst@fncaringsociety.com](mailto:cblackst@fncaringsociety.com)>

**Subject:** RE: Prevention guide and Yukon

Good morning Dr. Blackstock.

Will do.

Yes, we are still working on the review and incorporation of the comments pertaining to the recipient , prevention and capital guides.

Hope you are well,

Nathalie

Sent from my Bell Samsung device over Canada's largest network.

----- Original message -----

**From:** Cindy Blackstock <[cblackst@fncaringsociety.com](mailto:cblackst@fncaringsociety.com)>

**Date:** 2020-01-27 6:06 AM (GMT-05:00)

**To:** "Nepton, Nathalie (AADNC/AANDC)" <[nathalie.nepton@canada.ca](mailto:nathalie.nepton@canada.ca)>

**Subject:** Prevention guide and Yukon

Hello Natalie

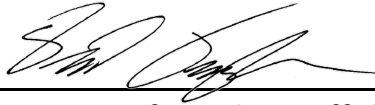
Can you send me the CFS amounts allocated to the Yukon for 2016/17, 17/18, 18/19?

Also, I sent the comments on the prevention guide. Have you had a chance to review them?

Thanks  
Cindy

Sent from my iPhone

This is **Exhibit "3A"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020



---

A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)

**FUNDING AGREEMENT**  
**PROVINCE OF NEWFOUNDLAND AND LABRADOR**  
**CHILD YOUTH & FAMILY SERVICES**  
**FOR**  
**2015-2016**

## FUNDING AGREEMENT

### BETWEEN:

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

(hereinafter referred to as "Canada")

### AND

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

(hereinafter referred to as the Province)

### WHEREAS:

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

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

#### 1.0 INTERPRETATION

##### 1.1 Definitions

1.1.1 In this Agreement, unless otherwise provided:

**"Agency"** means, except in respect of any reference to a federal government agency, an authority, board, committee, or other entity authorized to act on behalf of the Province

**"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 "DIAND-2" and subsection 3.3 (Where Amounts Not Allocated by Period) of Schedule "DIAND-2"

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

**"DIAND"** means the Department of Indian Affairs and Northern Development also known as Aboriginal Affairs and Northern Development Canada

**"Federal Department"** means DIAND or any other federal government institution with respect to which a Minister representing Her Majesty the Queen in Right of Canada in this Agreement presides or is responsible and through which Canada provides funding under this Agreement

**"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)



**"Reporting Guide" (RG)** means the applicable *Reporting Guide* published by DIAND for a Fiscal Year

**"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 1st day of April, 2015 until the 31st day of March, 2016

## **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 as set out in Schedule "DIAND-2" of this Agreement
- 3.1.2 If funding is provided under this Agreement by more than one Federal Department, DIAND 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 DIAND 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 DIAND 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 for which funding is provided under Schedule "DIAND-2" is changed in accordance with an adjustment factor set out in the Schedule "DIAND-3", Canada shall, by Notice of Budget Adjustment, amend Schedule "DIAND-2" and Schedule "FED-1" accordingly

### **3.4 Holdback**

- 3.4.1 If Schedule "FED-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 Owed 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 DIAND 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 DIAND, 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 DIAND all reports listed in Schedule "DIAND-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 "DIAND-3", as applicable
- 4.3.3 If this Agreement covers more than one Fiscal Year, DIAND may, by advance notice to the Province issue a new Schedule "DIAND-4" for each Fiscal Year. The Schedule "DIAND-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 DIAND 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 DIAND 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 require 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:
- (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,
- (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; and

### **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 for Intergovernmental Affairs, and Minister of Child, Youth and Family Services.

**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 The Process**

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 to the Process**

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 (The Process):

- (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,
- (c) an audit or evaluation under article 7.0 (Access by Canada to Records) or section 12.5 (Audit and Evaluation);
- (d) a decision by Canada that the Province is in default,
- (e) any action taken by Canada under article 9.0 (Remedies on Default) or section 3.2 (Funding Subject to Appropriations and Departmental Funding Authorities); and
- (f) matters of policy.

## **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 DIAND 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 "FED -1"

SCHEDULE "DIAND-2" DIAND Funding

SCHEDULE "DIAND-3" Program, Service and Activity Delivery Requirements, Reporting Requirements and Adjustment Factors

SCHEDULE "DIAND-4" Schedule of Reporting Requirements and Due Dates

SCHEDULE "OFD-1" Terms and Conditions, where applicable

### **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 "DIAND-2", and section 3.3 (Where Amounts Not Allocated by Period) of Schedule "DIAND-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 DIAND 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 DIAND will publish a *Reporting Guide* for each Fiscal Year no later than 90 days before the Fiscal Year begins. DIAND 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. DIAND 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) DIAND at:  
PO Box 160  
40 Havelock Street  
Amherst, NS B4H 3Z3  
Attention: Director, Funding Services
- (b) the Province at:  
PO Box 8700  
St. John's, Newfoundland and Labrador  
A1B 4J6  
Attention: Assistant Deputy Minister for Intergovernmental Affairs, Assistant  
Deputy Minister, Policies and Programs, Child, Youth and Family Services

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 Indian Affairs and  
Northern Development

by:

  
Regional Director General

In the presence of:

  
Witness

Date: 29 March 16

SIGNED ON BEHALF OF HER MAJESTY  
THE QUEEN IN RIGHT OF NEWFOUNDLAND &  
LABRADOR

by:

  
Minister of Child, Youth and Family Services

In the presence of:

  
Witness

Date: Mar. 29, 2016

  
Minister for Intergovernmental Affairs

In the presence of:

  
Witness

Date: Mar. 24 / 2016

**SCHEDULE FED-1:**  
**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**  
 As Of 2016/03/14

Arrangement # 1516-AT-000017  
 Arrangement Type FAPGT  
 Recipient 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER  
 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA  
 Fiscal Year 2015-2016

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 ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group CHILD AND FAMILY SERVICES - P3201															
Functional Area: OPERATIONS - CFS (Initial Allocation) - NPD3 (A0000 - DEFAULT ACCOUNT) (2016/03/31)															
001	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,900.00	0.00	0.00	970,415.00
<b>TOTAL 2015-2016 FIXED CONTRIBUTION FUNDING (FIXED)</b>															
60,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,900.00	0.00	0.00	970,415.00

<b>SET CONTRIBUTION FUNDING (SET)</b>															
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group CHILD AND FAMILY SERVICES - P3201															
Functional Area: MAINTENANCE-FOSTER HOMES (Initial Allocation) - NPD1 (A0000 - DEFAULT ACCOUNT) (2016/03/31)															
001	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,060.00	0.00	0.00	7,029,585.00
<b>TOTAL 2015-2016 SET CONTRIBUTION FUNDING (SET)</b>															
585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	586,060.00	0.00	0.00	7,029,585.00

<b>TOTAL 2015-2016 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA</b>															
666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,960.00	0.00	0.00	8,000,000.00
<b>TOTAL 2015-2016</b>															
666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,640.00	666,960.00	0.00	0.00	8,000,000.00

**SCHEDULE FED-1:**  
**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**  
As Of 2016/03/14

**GRAND TOTAL**

8,000,000.00

**SCHEDULE FED-1:  
2.0 - Cash Flow by Fiscal Year by Department**  
As Of 2016/03/14

Arrangement # 1516-AT-000017  
 Arrangement Type FAPGT  
 Recipient 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER

<b>Budget</b>	<b>Funding</b>	<b>2015-2016</b>	<b>Total</b>
Department of Indian and Northern Affairs Canada	Fixed Contribution	970,415 00	970,415 00
	Set Contribution	7,029,585 00	7,029,585 00
	<b>Total</b>	<b>8,000,000 00</b>	<b>8,000,000 00</b>
<b>Total</b>		<b>8,000,000.00</b>	<b>8,000,000.00</b>

**SCHEDULE FED-1:**  
**3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month**  
 As Of 2016/03/14

Arrangement # 1516-AT-000017  
 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
2015-2016	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,865.00	80,900.00	0.00	0.00	970,415.00
<b>Total</b>	<b>80,865.00</b>	<b>80,865.00</b>	<b>80,865.00</b>	<b>80,865.00</b>	<b>80,865.00</b>	<b>80,865.00</b>	<b>80,865.00</b>	<b>80,865.00</b>	<b>80,865.00</b>	<b>80,865.00</b>	<b>80,865.00</b>	<b>80,900.00</b>	<b>0.00</b>	<b>0.00</b>	<b>970,415.00</b>

**Set Contribution**

	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2015-2016	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	585,775.00	586,060.00	0.00	0.00	7,029,585.00
<b>Total</b>	<b>585,775.00</b>	<b>585,775.00</b>	<b>585,775.00</b>	<b>585,775.00</b>	<b>585,775.00</b>	<b>585,775.00</b>	<b>585,775.00</b>	<b>585,775.00</b>	<b>585,775.00</b>	<b>585,775.00</b>	<b>585,775.00</b>	<b>586,060.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,029,585.00</b>

**SCHEDULE FED-1:**  
**4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department**  
 As Of 2016/03/14

Arrangement # 1516-AT-000017  
 Arrangement Type FAPGT  
 Recipient 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER  
 Fiscal Year 2015-2016

Department of Indian and Northern Affairs Canada

Funding	Total	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	Pool	Holdback
Fixed Contribution	\$970,415 00	\$80,865 00	\$80,865 00	\$80,865 00	\$80,865 00	\$80,865 00	\$80,865 00	\$80,865 00	\$80,865 00	\$80,865 00	\$80,865 00	\$80,865 00	\$80,900 00	\$0 00	\$0 00
Set Contribution	\$7,029,585 00	\$585,775 00	\$585,775 00	\$585,775 00	\$585,775 00	\$585,775 00	\$585,775 00	\$585,775 00	\$585,775 00	\$585,775 00	\$585,775 00	\$585,775 00	\$586,060 00	\$0 00	\$0 00
<b>Total</b>	<b>\$8,000,000.00</b>	<b>\$666,640.00</b>	<b>\$666,640 00</b>	<b>\$666,640.00</b>	<b>\$666,640.00</b>	<b>\$666,640.00</b>	<b>\$666,640.00</b>	<b>\$666,640.00</b>	<b>\$666,640.00</b>	<b>\$666,640.00</b>	<b>\$666,640.00</b>	<b>\$666,640.00</b>	<b>\$666,960.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**SCHEDULE "DIAND-2"**

**DIAND FUNDING**

**1.0 DEFINITIONS AND INTERPRETATION**

1.1 In this Schedule:

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

1.2 The following definitions apply to schedule "DIAND-2"

**"Fixed Contribution Funding" or "FIXED"** means a Contribution for a program, service or activity for which any unexpended balances may be used by the Province if conditions specified in this Agreement are met

**"Set Contribution Funding" or "SET"** means a Contribution for a program, service or activity for which any unexpended funding or any ineligible expenditure must be reimbursed to Canada

**"Unexpended Fixed Funding"** means the amount by which funding provided under this Schedule for a program, service or activity identified as FIXED in Schedule "FED-1" for a Fiscal Year exceeds the amount that the Province expends on that program, service or activity in that Fiscal Year

**2.0 AMOUNT OF FUNDING**

2.1 Subject to the terms and conditions of this Agreement, DIAND shall transfer to the Province:

(a) Set Contribution Funding (SET) in the following amounts

An amount of up to seven million, twenty nine thousand, five hundred eighty five dollars (\$7,029,585 00) for Fiscal Year 2015-2016

(b) Fixed Contribution Funding (FIXED) in the following amounts

An amount of up to nine hundred seventy thousand, four hundred fifteen dollars (\$970,415 00) for Fiscal Year 2015-2016

**3.0 PAYMENTS**

**3.1 Payments to be Made in Accordance with Schedule "FED-1"**

3.1.1 Funding under section 2.1 will be paid to the Province in accordance with amounts allocated by period in Schedule "FED-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 "FED-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 DIAND 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 "FED-1" to Canada's notice of acceptance. The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1"

3.2.2 Where an amount expended by the Province on a program, service or activity identified as SET in Schedule "FED-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 "FED-1" to reconcile the difference. Canada shall attach the adjusted Schedule "FED-1" to any notice. The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1"

3.2.3 No total annual amount for any program, service or activity set in Schedule "FED-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 "FED-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 "FED-1" to Canada's notice of acceptance The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1"

**3.4 Requirements for a Payment Request**

- 3.4.1 To receive payment from the Minister, the Province must provide the Minister with a claim for reimbursement submitted on a monthly basis which must be provided to the Minister by the fifteenth (15th) day of the month following the month in which the Eligible Cost being claimed was incurred A claim for reimbursement submitted on a quarterly basis must be provided to the Minister by the fifteenth (15th) day of the month following the end of the quarter in which the Eligible Cost being claimed was incurred

**4.0 EXPENDITURES AND UNEXPENDED FUNDING**

**4.1 Eligible Expenditures**

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

**4.2 Reimbursement of Ineligible Expenditures**

- 4.2.1 For each program, service or activity identified in Schedule "FED-1", the Province shall reimburse to DIAND 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 "DIAND-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 DIAND an amount calculated by prorating the amount of any such expenditure in accordance with the proportion of DIAND'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 "FED-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 DIAND will be deemed to be not in accordance with the program, services or activity delivery requirements and must be reimbursed to DIAND under this section

**4.3 Reimbursement of Unexpended SET Funding**

- 4.3.1 For each program, service or activity identified as SET in Schedule "FED-1", the Province shall reimburse to DIAND the amount by which funds paid to the Province under this Schedule for that program, service or activity for a Fiscal year exceeds the amount that the Province expends on that program, service or activity in the same Fiscal Year. If there is more than one funding source for a program, service or activity, the Province shall reimburse to DIAND an amount calculated by prorating, in accordance with the proportion of DIAND's funding for that program, service or activity, the difference between the amount received by the Province from all sources for that program, service or activity and the amount the Province expends on that program, service or activity.

**4.4 Reimbursement of Unexpended FIXED Funding**

- 4.4.1 Subject to section 4.6 (Retention of Unexpended FIXED Funding), for each program, service or activity identified as FIXED in Schedule "FED-1", the Province shall reimburse to DIAND the amount by which funds paid to the Province under this Agreement for that program, service or activity for a Fiscal Year exceeds the amount that the Province expends on that program, service or activity in the same Fiscal Year If there is more than one funding source for a program, service or activity, the Province shall reimburse to DIAND an amount calculated by prorating, in accordance with the proportion of DIAND's funding for that program, service or activity, the difference between the amount received by the Province from all sources for that program, service or activity and the amount the Province expends on that program, service or activity.

**4.5 Retention of Unexpended FIXED Funding**

- 4.5.1 Without limiting section 9.2 (Action Canada May Take) or the Province's obligation to reimburse unexpended funding under section 11.2 (When Parties Terminate), the Province will be released from the obligation to reimburse Unexpended Fixed Funding in respect of a program, service or activity, as required under section 4.5 (Reimbursement of Unexpended FIXED Funding) of this schedule, if all of the following conditions have been met:

- (a) the Province has fulfilled all of the delivery requirements of this Agreement for that program, service, or activity in the Fiscal Year for which the funding was provided,



- (b) the Province expends the Unexpended Fixed Funding in the one-year period immediately following the Fiscal Year for which the funding was provided:
  - (i) on a program, service or activity that is similar to and has the same purpose as the program, service or activity for which the funding was provided; or
  - (ii) in accordance with a plan for expenditure of the funding that is submitted by the Province to DIAND within one hundred and twenty (120) days after the end of that Fiscal Year and that DIAND accepts by way of notice to the Province, and
- (c) the Province reports on its expenditure of Unexpended Fixed Funding in accordance with the *Reporting Guide*.

4.5.2 Any Unexpended Fixed Funding that the Province does not expend in accordance with this section must be reimbursed to DIAND under section 4.5 (Reimbursement of Unexpended FIXED Funding)

4.5.3 Where the Province defaults in any reporting obligation under the *Reporting Guide* on the expenditure of any Unexpended Fixed Funding under this section, the Province will be deemed to have contravened this section and shall reimburse that amount to DIAND under section 4.5 (Reimbursement of Unexpended FIXED Funding).

4.5.4 Without limiting any other requirement of this Agreement to keep accounts and records, the Province shall keep accounts and financial and non-financial records on Unexpended Fixed Funding and retain those accounts and records, including all supporting documentation, for a period of seven (7) years from the end of the year to which those accounts and records relate

4.5.5 ]The following sections of the main body of this Agreement apply in respect of Unexpended Fixed Funding retained by the Province under this section

- Article 5.0 (Amounts Owing to Canada)
- Article 6.0 (Delegation of Obligations)
- Article 7.0 (Access by Canada to Records)
- Article 8.0 (Default)
- Article 9.0 (Remedies on Default)
- Article 10.0 (Dispute Resolution)
- Section 12.4 (Effect on Relationship of Parties)
- Section 12.5 (Audit and Evaluation)
- Section 12.7 (Waiver)
- Section 12.8 (Conflict of Interest Provisions Regarding Federal Officials)
- Article 13.0 (Indemnification)
- ]Article 14.0 (Notices)

## 5.0 SURVIVAL

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

**SCHEDULE "DIAND-3"**

PROGRAM/SERVICE/ACTIVITY	DELIVERY REQUIREMENTS	ADJUSTMENT FACTOR
<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 it's regulations will be provided by this Agreement</p>	<p>The Province will administer the First Nations Child and Family Services Program in accordance with Provincial legislation, as well as DIAND's First Nation Child and Family Services Program - National Manual (or any other approved program documentation) as amended from time to time</p>	<p>The budget is set at the start of the Agreement and will be adjusted based on actual expenditures. Adjustments <b>may</b> be made to the budget in accordance with projections and actual approved expenditures</p>
<p><b>Child and Family Services</b></p>		
<p>Maintenance - Institutions</p>		
<p>Maintenance - Foster Homes</p>		
<p>Maintenance - Group Homes</p>		
<p>Operations</p>	<p>The Province will administer the First Nations Child and Family Services Program in accordance with Provincial legislation, as well as DIAND's First Nation Child and Family Services Program - National Manual (or any other approved program documentation) as amended from time to time</p>	<p>Adjusted annually in accordance with DIAND's policy</p>

DIAND-4  
Unclassified

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

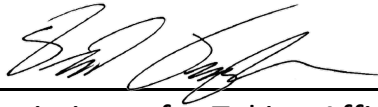
Arrangement No.: 1516-AT-000017

Funding Agreement for Provincial and Territorial Governments

Program / Functional Area Group / Report Name	Reports Due
<b>SOCIAL DEVELOPMENT</b>	
<b>CHILD AND FAMILY SERVICES</b>	
455917 - (455917) - Child and Family Services Maintenance Report * Consolidated Report - <i>Applicable only once (See note 1 below)</i>	
Quarterly #1	2015/07/15
Quarterly #2	2015/10/15
Quarterly #3	2016/01/15
Quarterly #4	2016/04/15
<b>TP - Financial</b>	
No DCI - (F-0192) - Annual Unaudited Schedule of Revenue and Expenditure * Consolidated Report - <i>Applicable only once (See note 1 below)</i>	2016/06/29

**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) "

This is **Exhibit "3B"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020



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A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)

**FUNDING AGREEMENT**  
**PROVINCE OF NEWFOUNDLAND AND LABRADOR**  
**CHILD YOUTH & FAMILY SERVICES**  
**FOR**  
**2016-2017**

## FUNDING AGREEMENT

### BETWEEN:

**Her Majesty the Queen in Right of Canada,**  
as represented by  
the Minister of Indian Affairs and Northern Development;

(hereinafter referred to as "Canada")

### AND

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND & LABRADOR**  
as represented by the Minister for Intergovernmental Affairs, and Minister of Children,  
Seniors and Social Development.

(hereinafter referred to as the Province)

### WHEREAS:

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

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

#### 1.0 INTERPRETATION

##### 1.1 Definitions

1.1.1 In this Agreement, unless otherwise provided:

**"Agency"** means, except in respect of any reference to a federal government agency, an authority, board, committee, or other entity authorized to act on behalf of the Province.

**"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 "DIAND-2" and subsection 3.3 (Where Amounts Not Allocated by Period) of Schedule "DIAND-2".

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

**"DIAND"** means the Department of Indian Affairs and Northern Development which is also known as Indigenous and Northern Affairs Canada or INAC.

**"Federal Department"** means DIAND or any other federal government institution with respect to which a Minister representing Her Majesty the Queen in Right of Canada in this Agreement presides or is responsible and through which Canada provides funding under this Agreement.

**"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).

"**Reporting Guide**" (RG) means the applicable *Reporting Guide* published by DIAND for a Fiscal Year.

"**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 1st day of April, 2016 until the 31st day of March, 2017.

## **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 "DIAND-2" of this Agreement up to the amount set out in Schedule "FED-1".

- 3.1.2 Canada shall transfer funding according to the schedule of periodic payments set out in Schedule "FED-1". If this Agreement covers more than one Fiscal Year, Schedule "FED-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 If funding is provided under this Agreement by more than one Federal Department, DIAND 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 DIAND 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 DIAND 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 "FED-1" is changed in accordance with an adjustment factor set out in the Schedule "DIAND-3", Canada shall, by Notice of Budget Adjustment, amend Schedule "FED-1" accordingly.

### **3.4 Holdback**

- 3.4.1 If Schedule "FED-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 DIAND 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 DIAND, 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 DIAND all reports listed in Schedule "DIAND-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 "DIAND-3", as applicable.

4.3.3 If this Agreement covers more than one Fiscal Year, DIAND may, by advance notice to the Province issue a new Schedule "DIAND-4" for each Fiscal Year. The Schedule "DIAND-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 DIAND 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 DIAND 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 require 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:

- (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;
  - (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 for Intergovernmental Affairs** and the **Minister of Children, Seniors and Social Development**.

**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 DIAND 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 "FED -1"
- SCHEDULE "DIAND-2" DIAND Funding
- SCHEDULE "DIAND-3" Program, Service and Activity Delivery Requirements, Reporting Requirements and Adjustment Factors
- SCHEDULE "DIAND-4" Schedule of Reporting Requirements and Due Dates
- SCHEDULE "OFD-1" Terms and Conditions, where applicable

**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 "DIAND-2", and section 3.3 (Where Amounts Not Allocated by Period) of Schedule "DIAND-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 DIAND 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 DIAND will publish a *Reporting Guide* for each Fiscal Year no later than 90 days before the Fiscal Year begins. DIAND 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. DIAND 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) DIAND at:  
PO Box 160  
40 Havelock Street  
Amherst, NS B4H 3Z3  
**Attention: Director, Funding Services**
  - (b) the Province at:  
PO Box 8700  
St. John's, Newfoundland and Labrador  
A1B 4J6  
**Attention: Assistant Deputy Minister for Intergovernmental Affairs, Assistant Deputy Minister, Child, and Youth Services**

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 Indian Affairs and  
Northern Development

by: [Signature]  
Regional Director General

In the presence of:

[Signature]  
Witness

Date: December 23, 2016

SIGNED ON BEHALF OF  
PROV. NEWFOUNDLAND & LABRADOR - CHILD  
& FAMILY SER

by: [Signature]  
Minister of Children, Seniors and Social  
Development

In the presence of:

[Signature]  
Witness

Date: Dec. 19/16

[Signature]  
Minister for Intergovernmental Affairs

In the presence of:

[Signature]  
Witness

Date: Dec 20, 2016

**SCHEDULE FED-1:**  
**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**  
 As Of 2016/12/13

Arrangement #: 1617-AT-000026  
 Arrangement Type: FAPGT  
 Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER  
 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA  
 Fiscal Year: 2016-2017

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 ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group: CHILD AND FAMILY SERVICES - P3201															
Functional Area: OPERATIONS - CFB (Initial Allocation) - NPD3 (A0000 - DEFAULT ACCOUNT) (2017/03/31)															
001	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	250,110.00	0.00	0.00	3,000,000.00
<b>TOTAL 2016-2017 FIXED CONTRIBUTION FUNDING (FIXED)</b>															
249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	250,110.00	0.00	0.00	3,000,000.00
<b>SET CONTRIBUTION FUNDING (SET)</b>															
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group: CHILD AND FAMILY SERVICES - P3201															
Functional Area: MAINTENANCE-FOSTER HOMES (Initial Allocation) - NPD1 (A0000 - DEFAULT ACCOUNT) (2017/03/31)															
001	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,422.60	0.00	0.00	1,804,294.60
<b>TOTAL 2016-2017 SET CONTRIBUTION FUNDING (SET)</b>															
150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,422.60	0.00	0.00	1,804,294.60
<b>TOTAL 2016-2017 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA</b>															
400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,532.60	0.00	0.00	4,804,294.60
<b>TOTAL 2016-2017</b>															
400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,342.00	400,532.60	0.00	0.00	4,804,294.60



**SCHEDULE FED-1:**  
**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**  
As Of 2016/12/13

**GRAND TOTAL**

4,804,294.80

**SCHEDULE FED-1:  
2.0 - Cash Flow by Fiscal Year by Department**  
As Of 2016/12/13

Arrangement #: 1617-AT-000026  
 Arrangement Type: FAPGT  
 Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER

Budget	Funding	2016-2017	Total
Department of Indian and Northern Affairs Canada	Fixed Contribution	3,000,000.00	3,000,000.00
	Set Contribution	1,804,294.60	1,804,294.60
	Total	4,804,294.60	4,804,294.60
<b>Total</b>		<b>4,804,294.60</b>	<b>4,804,294.60</b>

**SCHEDULE FED-1:  
3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month**  
As Of 2016/12/13

Arrangement #: 1617-AT-000026  
 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
2016-2017	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	250,110.00	0.00	0.00	3,000,000.00
<b>Total</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>250,110.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,000,000.00</b>

**Set Contribution**

	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2016-2017	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,352.00	150,422.60	0.00	0.00	1,804,294.60
<b>Total</b>	<b>150,352.00</b>	<b>150,352.00</b>	<b>150,352.00</b>	<b>150,352.00</b>	<b>150,352.00</b>	<b>150,352.00</b>	<b>150,352.00</b>	<b>150,352.00</b>	<b>150,352.00</b>	<b>150,352.00</b>	<b>150,352.00</b>	<b>150,422.60</b>	<b>0.00</b>	<b>0.00</b>	<b>1,804,294.60</b>

**SCHEDULE FED-1:**  
**4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department**  
 As Of 2016/12/13

Arrangement #: 1617-AT-000026  
 Arrangement Type: FAPGT  
 Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER  
 Fiscal Year: 2016-2017

Department of Indian and Northern Affairs Canada

Funding	Total	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	Pool	Holdback
Fixed Contribution	\$3,000,000.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$250,110.00	\$0.00	\$0.00
Set Contribution	\$1,804,284.80	\$150,352.00	\$150,352.00	\$150,352.00	\$150,352.00	\$150,352.00	\$150,352.00	\$150,352.00	\$150,352.00	\$150,352.00	\$150,352.00	\$150,352.00	\$150,422.60	\$0.00	\$0.00

<b>Total</b>	<b>\$4,804,284.80</b>	<b>\$400,342.00</b>	<b>\$400,342.00</b>	<b>\$400,342.00</b>	<b>\$400,342.00</b>	<b>\$400,342.00</b>	<b>\$400,342.00</b>	<b>\$400,342.00</b>	<b>\$400,342.00</b>	<b>\$400,342.00</b>	<b>\$400,342.00</b>	<b>\$400,342.00</b>	<b>\$400,632.60</b>	<b>\$0.00</b>	<b>\$0.00</b>
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**SCHEDULE "DIAND-2"****DIAND FUNDING****1.0 DEFINITIONS AND INTERPRETATION****1.1** In this Schedule:

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

**1.2** The following definitions apply to schedule "DIAND-2"

**"Fixed Contribution Funding" or "FIXED"** means a Contribution for a program, service or activity for which any unexpended balances may be used by the Province if conditions specified in this Agreement are met.

**"Set Contribution Funding" or "SET"** means a Contribution for a program, service or activity for which any unexpended funding or any ineligible expenditure must be reimbursed to Canada.

**"Unexpended Fixed Funding"** means the amount by which funding provided under this Schedule for a program, service or activity identified as FIXED in Schedule "FED-1" for a Fiscal Year exceeds the amount that the Province expends on that program, service or activity in that Fiscal Year.

**2.0 AMOUNT OF FUNDING****2.1** Subject to the terms and conditions of this Agreement, in each Fiscal Year, DIAND shall transfer to the Province funding up to the amounts set out in Schedule "FED-1" for SET, FIXED, or FLEX funding for that Fiscal Year.**3.0 PAYMENTS****3.1 Payments to be Made in Accordance with Schedule "FED-1"****3.1.1** Funding under section 2.1 will be paid to the Province in accordance with amounts allocated by period in Schedule "FED-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 "FED-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 DIAND 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 "FED-1" to Canada's notice of acceptance. The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1".**3.2.2** Where an amount expended by the Province on a program, service or activity identified as SET in Schedule "FED-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 "FED-1" to reconcile the difference. Canada shall attach the adjusted Schedule "FED-1" to any notice. The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1".**3.2.3** No total annual amount for any program, service or activity set in Schedule "FED-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 "FED-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 "FED-1" to Canada's notice of acceptance. The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1".**3.4 Requirements for a Payment Request****3.4.1** To receive payment from the Minister, the Province must provide the Minister with a claim for

reimbursement submitted on a monthly basis which must be provided to the Minister by the fifteenth (15th) day of the month following the month in which the Eligible Cost being claimed was incurred. A claim for reimbursement submitted on a quarterly basis must be provided to the Minister by the fifteenth (15th) day of the month following the end of the quarter in which the Eligible Cost being claimed was incurred.

**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 "FED-1" in the Fiscal Years for which funding is allocated for that program, service or activity in Schedule "FED-1" and in accordance with the delivery requirements for that program, service or activity set out in Schedule "DIAND-3".

**4.2 Reimbursement of Ineligible Expenditures**

4.2.1 For each program, service or activity identified in Schedule "FED-1", the Province shall reimburse to DIAND 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 "DIAND-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 DIAND an amount calculated by prorating the amount of any such expenditure in accordance with the proportion of DIAND'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 "FED-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 DIAND will be deemed to be not in accordance with the program, services or activity delivery requirements and must be reimbursed to DIAND under this section.

**4.3 Reimbursement of Unexpended SET Funding**

4.3.1 For each program, service or activity identified as SET in Schedule "FED-1", the Province shall reimburse to DIAND the amount by which funds paid to the Province under this Schedule for that program, service or activity for a Fiscal year exceeds the amount that the Province expends on that program, service or activity in the same Fiscal Year. If there is more than one funding source for a program, service or activity, the Province shall reimburse to DIAND an amount calculated by prorating, in accordance with the proportion of DIAND's funding for that program, service or activity, the difference between the amount received by the Province from all sources for that program, service or activity and the amount the Province expends on that program, service or activity.

**4.4 Reimbursement of Unexpended FIXED Funding**

4.4.1 Subject to section 4.4 (Retention of Unexpended FIXED Funding), for each program, service or activity identified as FIXED in Schedule "FED-1", the Province shall reimburse to DIAND the amount by which funds paid to the Province under this Agreement for that program, service or activity for a Fiscal Year exceeds the amount that the Province expends on that program, service or activity in the same Fiscal Year. If there is more than one funding source for a program, service or activity, the Province shall reimburse to DIAND an amount calculated by prorating, in accordance with the proportion of DIAND's funding for that program, service or activity, the difference between the amount received by the Province from all sources for that program, service or activity and the amount the Province expends on that program, service or activity.

**4.5 Retention of Unexpended FIXED Funding**

4.5.1 Without limiting section 9.2 (Action Canada May Take) or the Province's obligation to reimburse unexpended funding under section 11.2 (When Parties Terminate), the Province will be released from the obligation to reimburse Unexpended Fixed Funding in respect of a program, service or activity, as required under section 4.4 (Reimbursement of Unexpended FIXED Funding) of this schedule, if all of the following conditions have been met:

- (a) the Province has fulfilled all of the delivery requirements of this Agreement for that program, service, or activity in the Fiscal Year for which the funding was provided;
- (b) the Province expends the Unexpended Fixed Funding in the one-year period immediately following the Fiscal Year for which the funding was provided:
  - (i) on a program, service or activity that is similar to and has the same purpose as the program, service or activity for which the funding was provided; or

- (ii) in accordance with a plan for expenditure of the funding that is submitted by the Province to DIAND within one hundred and twenty (120) days after the end of that Fiscal Year and that DIAND accepts by way of notice to the Province; and
  - (c) the Province reports on its expenditure of Unexpended Fixed Funding in accordance with the *Reporting Guide*.
- 4.5.2 Any Unexpended Fixed Funding that the Province does not expend in accordance with this section must be reimbursed to DIAND under section 4.5 (Reimbursement of Unexpended FIXED Funding).
- 4.5.3 Where the Province defaults in any reporting obligation under the *Reporting Guide* on the expenditure of any Unexpended Fixed Funding under this section, the Province will be deemed to have contravened this section and shall reimburse that amount to DIAND under section 4.5 (Reimbursement of Unexpended FIXED Funding).
- 4.5.4 Without limiting any other requirement of this Agreement to keep accounts and records, the Province shall keep accounts and financial and non-financial records on Unexpended Fixed Funding and retain those accounts and records, including all supporting documentation, for a period of seven (7) years from the end of the year to which those accounts and records relate.
- 4.5.5 The following sections of the main body of this Agreement apply in respect of Unexpended Fixed Funding retained by the Province under this section:

Article 5.0 (Amounts Owing to Canada)  
Article 6.0 (Delegation of Obligations)  
Article 7.0 (Access by Canada to Records)  
Article 8.0 (Default)  
Article 9.0 (Remedies on Default)  
Article 10.0 (Dispute Resolution)  
Section 12.4 (Effect on Relationship of Parties)  
Section 12.5 (Audit and Evaluation)  
Section 12.7 (Waiver)  
Section 12.8 (Conflict of Interest Provisions Regarding Federal Officials) Article 13.0 (Indemnification)  
Article 14.0 (Notices)

## **5.0 SURVIVAL**

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

**SCHEDULE "DIAND-3"**

<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. First Nation Child and Family Services</p> <p><b>Child and Family Services</b></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 DIAND's <i>Social Programs - National Manual</i> and any other current approved program documentation issued by DIAND and as amended from time to time.</p>	<p>The budget is set at the start of the Agreement 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 will administer the First Nations Child and Family Services Program in accordance with Provincial legislation, as well as DIAND's First Nation Child and Family Services Program - National Manual (or any other approved program documentation) as amended from time to time.</p>	<p>Adjusted annually in accordance with DIAND's policy.</p>



DIAND-4  
Unclassified

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

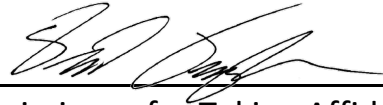
Arrangement No.: 1617-AT-000026

Funding Agreement for Provincial and Territorial Governments

Program / Functional Area Group / Report Name	Reports Due
<b>SOCIAL DEVELOPMENT</b>	
<b>CHILD AND FAMILY SERVICES</b>	
455917 - (455917) - Child and Family Services Maintenance Report * Consolidated Report - Applicable only once (See note 1 below)	
Quarterly #1	2016/07/15
Quarterly #2	2016/10/15
Quarterly #3	2017/01/15
Quarterly #4	2017/04/15
<b>TP - Financial</b>	
No DCI - (F-0192) - Annual Unaudited Schedule of Revenue and Expenditure * Consolidated Report - Applicable only once (See note 1 below)	
Annual Unaudited Schedule of Revenue and Expenditure	2017/07/29

**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) "

This is **Exhibit "3C"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020



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A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)

**FUNDING AGREEMENT**

**PROVINCE OF NEWFOUNDLAND AND LABRADOR**

**CHILD YOUTH & FAMILY SERVICES**

**FOR**

**2017 - 2018**

## FUNDING AGREEMENT

### BETWEEN:

**Her Majesty the Queen in Right of Canada,**  
as represented by  
the Minister of Indian Affairs and Northern Development;

(hereinafter referred to as "Canada")

### AND

**THE PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER**  
as represented by the Minister of Children Seniors and Social Development, and the Minister of  
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 preside(s) or is(are) responsible.

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

#### 1.0 INTERPRETATION

##### 1.1 Definitions

1.1.1 In this Agreement, unless otherwise provided:

**"Agency"** means, except in respect of any reference to a federal government agency, an authority,  
board, committee, or other entity authorized to act on behalf of the Province.

**"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 "DIAND-2" and subsection 3.3 (Where  
Amounts Not Allocated by Period) of Schedule "DIAND-2".

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

**"DIAND"** means the Department of Indian Affairs and Northern Development which is also known as  
Indigenous and Northern Affairs Canada or INAC.

**"Federal Department"** means DIAND or any other federal government institution with respect to  
which a Minister representing Her Majesty the Queen in Right of Canada in this Agreement presides or  
is responsible and through which Canada provides funding under this Agreement.

**"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).

**"Reporting Guide"** (RG) means the applicable Reporting Guide published by DIAND for a Fiscal Year.

**"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 1st day of April, 2017 until the 31st day of March, 2018.

## **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 "DIAND-2" of this Agreement up to the amount set out in Schedule "FED-1".
- 3.1.2 Canada shall transfer funding according to the schedule of periodic payments set out in Schedule "FED-1". If this Agreement covers more than one Fiscal Year, Schedule "FED-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 If funding is provided under this Agreement by more than one Federal Department, DIAND 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 DIAND 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 DIAND 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 "FED-1" is changed in accordance with an adjustment factor set out in the Schedule "DIAND-3", Canada shall, by Notice of Budget Adjustment, amend Schedule "FED-1" accordingly.

### **3.4 Holdback**

- 3.4.1 If Schedule "FED-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 DIAND 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 DIAND, 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 DIAND all reports listed in Schedule "DIAND-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 "DIAND-3", as applicable.

4.3.3 If this Agreement covers more than one Fiscal Year, DIAND may, by advance notice to the Province issue a new Schedule "DIAND-4" for each Fiscal Year. The Schedule "DIAND-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 DIAND 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 DIAND 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:

- (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;



- (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 Intergovernmental Affairs, and Minister of Children, Seniors and Social Development.

**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:

the Province shall provide DIAND with Financial Reports within one hundred and twenty (120) days

- (a) 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 "FED -1"  
SCHEDULE "DIAND-2" DIAND Funding

SCHEDULE "DIAND-3" Program, Service and Activity Delivery Requirements, Reporting Requirements and Adjustment Factors

SCHEDULE "DIAND-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 "DIAND-2", and section 3.3 (Where Amounts Not Allocated by Period) of Schedule "DIAND-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 DIAND 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 DIAND will publish a Reporting Guide for each Fiscal Year no later than 90 days before the Fiscal Year begins. DIAND 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. DIAND 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) DIAND 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 and Labrador  
A1B 4J6

**Attention: Assistant Deputy Minister for Intergovernmental and Indigenous Affairs,  
Assistant Deputy Minister, Child, and Youth Services**

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 Indian Affairs  
and Northern Development

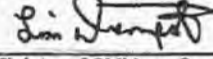
by:   
Regional Director General

in the presence of:

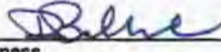
  
Witness

Date: March 23, 2018


SIGNED ON BEHALF OF  
PROV. NEWFOUNDLAND & LABRADOR -  
CHILD & FAMILY SER

by:   
Minister of Children, Seniors and  
Social Development

in the presence of:

  
Witness

Date: 22 March 2018

by:   
Minister of Intergovernmental and  
Indigenous Affairs

in the presence of:

  
Witness

Date: March 21, 2018

**SCHEDULE FED-1:**  
**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**  
 As Of 2018/03/21

Arrangement #: 1718-AT-000077  
 Arrangement Type: FAPGT  
 Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER  
 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA  
 Fiscal Year: 2017-2018

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 ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group: CHILD AND FAMILY SERVICES - P3201															
Functional Area: OPERATIONS - CFS (Initial Allocation) - NPD3 (A0000 - DEFAULT ACCOUNT) (2018/03/31)															
001	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	250,110.00	0.00	3,000,000.00
<b>TOTAL 2017-2018 FIXED CONTRIBUTION FUNDING (FIXED)</b>															
	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	250,110.00	0.00	3,000,000.00

<b>SET CONTRIBUTION FUNDING (SET)</b>															
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group: CHILD AND FAMILY SERVICES - P3201															
Functional Area: MAINTENANCE-FOSTER HOMES (Initial Allocation) - NPD1 (A0000 - DEFAULT ACCOUNT) (2018/03/31)															
001	416,650.00	416,650.00	416,650.00	416,650.00	416,650.00	416,650.00	416,650.00	416,650.00	416,650.00	416,650.00	416,650.00	416,650.00	416,850.00	0.00	5,000,000.00
002	124,995.00	124,995.00	124,995.00	124,995.00	124,995.00	124,995.00	124,995.00	124,995.00	124,995.00	124,995.00	124,995.00	124,995.00	125,055.00	0.00	1,500,000.00
<b>TOTAL 2017-2018 SET CONTRIBUTION FUNDING (SET)</b>															
	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,905.00	0.00	6,500,000.00
<b>TOTAL 2017-2018 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA</b>															
	791,636.00	791,636.00	791,636.00	791,636.00	791,636.00	791,636.00	791,636.00	791,636.00	791,636.00	791,636.00	791,636.00	791,636.00	792,016.00	0.00	9,600,000.00

**TOTAL 2017-2018**



**SCHEDULE FED-1:  
2.0 - Cash Flow by Fiscal Year by Department**  
As Of 2018/03/21

Arrangement #: 1718-AT-000077  
 Arrangement Type: FAPGT  
 Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER

<b>Budget</b>	<b>Funding</b>	<b>2017-2018</b>	<b>Total</b>
Department of Indian and Northern Affairs Canada	Fixed Contribution	3,000,000.00	3,000,000.00
	Set Contribution	6,500,000.00	6,500,000.00
	Total	9,500,000.00	9,500,000.00
<b>Total</b>		<b>9,500,000.00</b>	<b>9,500,000.00</b>



**SCHEDULE FED-1:**  
**3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month**  
 As Of 2018/03/21

Arrangement #: 1718-AT-000077  
 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
2017-2018	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	249,990.00	250,110.00	0.00	0.00	3,000,000.00
<b>Total</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>249,990.00</b>	<b>250,110.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,000,000.00</b>

**Set Contribution**

	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2017-2018	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,645.00	541,905.00	0.00	0.00	6,500,000.00
<b>Total</b>	<b>541,645.00</b>	<b>541,645.00</b>	<b>541,645.00</b>	<b>541,645.00</b>	<b>541,645.00</b>	<b>541,645.00</b>	<b>541,645.00</b>	<b>541,645.00</b>	<b>541,645.00</b>	<b>541,645.00</b>	<b>541,645.00</b>	<b>541,905.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,500,000.00</b>

**SCHEDULE FED-1:**  
**4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department**  
 As Of 2018/03/21

Arrangement #: 1718-AT-000077  
 Arrangement Type: FAPGT  
 Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER  
 Fiscal Year: 2017-2018

Department of Indian and Northern Affairs Canada

Funding	Total	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	Pool	Holdback
Fixed Contribution	\$3,000,000.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$249,990.00	\$250,110.00	\$0.00	\$0.00
Set Contribution	\$6,500,000.00	\$541,845.00	\$541,845.00	\$541,845.00	\$541,845.00	\$541,845.00	\$541,845.00	\$541,845.00	\$541,845.00	\$541,845.00	\$541,845.00	\$541,845.00	\$541,905.00	\$0.00	\$0.00
<b>Total</b>	<b>\$9,500,000.00</b>	<b>\$791,835.00</b>	<b>\$791,835.00</b>	<b>\$791,835.00</b>	<b>\$791,835.00</b>	<b>\$791,835.00</b>	<b>\$791,835.00</b>	<b>\$791,835.00</b>	<b>\$791,835.00</b>	<b>\$791,835.00</b>	<b>\$791,835.00</b>	<b>\$791,835.00</b>	<b>\$792,015.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**SCHEDULE "DIAND-2"**

**DIAND FUNDING**

**1.0 DEFINITIONS AND INTERPRETATION**

1.1 In this Schedule:

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

1.2 The following definitions apply to schedule "DIAND-2"

**"Fixed Contribution Funding" or "FIXED"** means a Contribution for a program, service or activity for which any unexpended balances may be used by the Province if conditions specified in this Agreement are met.

**"Flexible Contribution Funding" or "FLEX"** means a Contribution for a program, service or activity for which any unexpended balances may be used by the Province, if conditions specified in this Agreement are met, until the earlier of the end of that program, service or activity and the expiry or termination of this Agreement.

**"Set Contribution Funding" or "SET"** means a Contribution for a program, service or activity for which any unexpended funding or any ineligible expenditure must be reimbursed to Canada.

**"Unexpended Fixed Funding"** means the amount by which funding provided under this Schedule for a program, service or activity identified as FIXED in Schedule "FED-1" for a Fiscal Year exceeds the amount that the Province expends on that program, service or activity in that Fiscal Year.

**2.0 AMOUNT OF FUNDING**

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

**3.0 PAYMENTS**

**3.1 Payments to be Made in Accordance with Schedule "FED-1"**

3.1.1 Funding under section 2.1 will be paid to the Province in accordance with amounts allocated by period in Schedule "FED-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 "FED-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 DIAND 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 "FED-1" to Canada's notice of acceptance. The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1".

3.2.2 Where an amount expended by the Province on a program, service or activity identified as SET or FLEX in Schedule "FED-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 "FED-1" to reconcile the difference. Canada shall attach the adjusted Schedule "FED-1" to any notice. The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1".

3.2.3 No total annual amount for any program, service or activity set in Schedule "FED-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 "FED-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 "FED-1" to Canada's notice of acceptance. The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1".

### **3.4 Requirements for a Payment Request**

3.4.1 To receive payment from the Minister, the Province must provide the Minister with a claim for reimbursement submitted on a monthly basis which must be provided to the Minister by the fifteenth (15th) day of the month following the month in which the Eligible Cost being claimed was incurred. A claim for reimbursement submitted on a quarterly basis must be provided to the Minister by the fifteenth (15th) day of the month following the end of the quarter in which the Eligible Cost being claimed was incurred.

## **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 "FED-1" in the Fiscal Years for which funding is allocated for that program, service or activity in Schedule "FED-1" and in accordance with the delivery requirements for that program, service or activity set out in Schedule "DIAND-3".

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

4.2.1 For each program, service or activity identified in Schedule "FED-1", the Province shall reimburse to DIAND 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 "DIAND-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 DIAND an amount calculated by prorating the amount of any such expenditure in accordance with the proportion of DIAND'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 "FED-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 DIAND will be deemed to be not in accordance with the program, services or activity delivery requirements and must be reimbursed to DIAND under this section.

### **4.3 Reimbursement of Unexpended SET Funding**

4.3.1 For each program, service or activity identified as SET in Schedule "FED-1", the Province shall reimburse to DIAND the amount by which funds paid to the Province under this Schedule for that program, service or activity for a Fiscal year exceeds the amount that the Province expends on that program, service or activity in the same Fiscal Year. If there is more than one funding source for a program, service or activity, the Province shall reimburse to DIAND an amount calculated by prorating, in accordance with the proportion of DIAND's funding for that program, service or activity, the difference between the amount received by the Province from all sources for that program, service or activity and the amount the Province expends on that program, service or activity.

### **4.4 Reimbursement of Unexpended FLEX Funding**

4.4.1 For each program, service or activity identified as FLEX in Schedule "FED-1", the Province shall reimburse to DIAND the amount by which funds paid to the Province under this Agreement for that program, service or activity exceeds the amount that the Province expends on that program, service or activity, following the earlier of the end of that program, service or activity as indicated in Schedule "FED-1" and the expiry or termination of this Agreement. If there is more than one funding source for a program, service or activity, the Province shall reimburse to DIAND an amount calculated by prorating, in accordance with the proportion of DIAND's funding for that program, service or activity, the difference between the amount received by the Province from all sources for that program, service or activity and the amount the Province expends on that program, service or activity.

### **4.5 Reimbursement of Unexpended FIXED Funding**

4.5.1 Subject to section 4.6 (Retention of Unexpended FIXED Funding), for each program, service or activity identified as FIXED in Schedule "FED-1", the Province shall reimburse to DIAND the amount by which funds paid to the Province under this Agreement for that program, service or activity for a Fiscal Year exceeds the

amount that the Province expends on that program, service or activity in the same Fiscal Year. If there is more than one funding source for a program, service or activity, the Province shall reimburse to DIAND an amount calculated by prorating, in accordance with the proportion of DIAND's funding for that program, service or activity, the difference between the amount received by the Province from all sources for that program, service or activity and the amount the Province expends on that program, service or activity.

#### **4.6 Retention of Unexpended FIXED Funding**

4.6.1 Without limiting section 9.2 (Action Canada May Take) or the Province's obligation to reimburse unexpended funding under section 11.2 (When Parties Terminate), the Province will be released from the obligation to reimburse Unexpended Fixed Funding in respect of a program, service or activity, as required under section 4.5 (Reimbursement of Unexpended FIXED Funding) of this schedule, if all of the following conditions have been met:

- (a) the Province has fulfilled all of the delivery requirements of this Agreement for that program, service, or activity in the Fiscal Year for which the funding was provided;
- (b) the Province expends the Unexpended Fixed Funding in the one-year period immediately following the Fiscal Year for which the funding was provided:
  - (i) on a program, service or activity that is similar to and has the same purpose as the program, service or activity for which the funding was provided; or
  - (ii) in accordance with a plan for expenditure of the funding that is submitted by the Province to DIAND within one hundred and twenty (120) days after the end of that Fiscal Year and that DIAND accepts by way of notice to the Province; and
- (c) the Province reports on its expenditure of Unexpended Fixed Funding in accordance with the Reporting Guide.

4.6.2 Any Unexpended Fixed Funding that the Province does not expend in accordance with this section must be reimbursed to DIAND under section 4.5 (Reimbursement of Unexpended FIXED Funding).

4.6.3 Where the Province defaults in any reporting obligation under the Reporting Guide on the expenditure of any Unexpended Fixed Funding under this section, the Province will be deemed to have contravened this section and shall reimburse that amount to DIAND under section 4.5 (Reimbursement of Unexpended FIXED Funding).

4.6.4 Without limiting any other requirement of this Agreement to keep accounts and records, the Province shall keep accounts and financial and non-financial records on Unexpended Fixed Funding and retain those accounts and records, including all supporting documentation, for a period of seven (7) years from the end of the year to which those accounts and records relate.

4.6.5 The following sections of the main body of this Agreement apply in respect of Unexpended Fixed Funding retained by the Province under this section:

- Article 5.0 (Amounts Owing to Canada)
- Article 6.0 (Delegation of Obligations)
- Article 7.0 (Access by Canada to Records)
- Article 8.0 (Default)
- Article 9.0 (Remedies on Default)
- Article 10.0 (Dispute Resolution)
- Section 12.4 (Effect on Relationship of Parties)
- Section 12.5 (Audit and Evaluation)
- Section 12.7 (Waiver)
- Section 12.8 (Conflict of Interest Provisions Regarding Federal Officials)
- Article 13.0 (Indemnification)
- Article 14.0 (Notices)

#### **5.0 SURVIVAL**

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

**SCHEDULE "DIAND-3"**

<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 it's regulations will be provided by this Agreement. First Nation Child and Family Services</p> <p><b>Child and Family Services</b></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 DIAND's Social Programs - National Manual and any other current approved program documentation issued by DIAND and as amended from time to time</p>	<p>The budget is set at the start of the Agreement 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 will administer the First Nations Child and Family Services Program in accordance with Provincial legislation, as well as DIAND's First Nation Child and Family Services Program - National Manual (or any other approved program documentation) as amended from time to time.</p>	<p>Adjusted annually in accordance with DIAND's policy.</p>

DIAND-4  
Unclassified

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

Arrangement No.: 1718-AT-000077

Funding Agreement for Provincial and Territorial Governments

Program / Report Name	Reports Due
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**SOCIAL DEVELOPMENT**

455917 - (455917) - Child and Family Services Maintenance Report

\* Consolidated Report - Applicable only once (See note 1 below)

- Quarterly #1
- Quarterly #2
- Quarterly #3
- Quarterly #4

- 2017/07/15
- 2017/10/15
- 2018/01/15
- 2018/04/15

**TP - Financial**

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

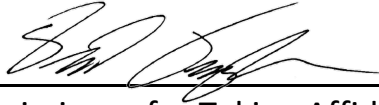
\* Consolidated Report - Applicable only once (See note 1 below)

Annual Unaudited Schedule of Revenue and Expenditure

2018/06/29

**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)'**

This is **Exhibit "3D"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020



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A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)



**FUNDING AGREEMENT**

**PROVINCE OF NEWFOUNDLAND AND LABRADOR**

**CHILD YOUTH & FAMILY SERVICES**

**FOR**

**2018-2019**

## FUNDING AGREEMENT

### BETWEEN:

**Her Majesty the Queen in Right of Canada,**  
as represented by  
**the Minister of Indian Affairs and Northern Development and the Minister of Indigenous Services;**

(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 preside(s) or is(are) responsible.

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

#### 1.0 INTERPRETATION

##### 1.1 Definitions

1.1.1 In this Agreement, unless otherwise provided:

**"Agency"** means, except in respect of any reference to a federal government agency, an authority, board, committee, or other entity authorized to act on behalf of the "Province".

**"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 "DIAND/DISC-2" and subsection 3.3 (Where Amounts Not Allocated by Period) of Schedule "DIAND/DISC-2".

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

**"DIAND"** means the Department of Indian Affairs and Northern Development which is also known as Indigenous and Northern Affairs Canada or INAC.

**"DISC"** means the Department of Indigenous Services Canada.

**"Federal Department"** means DIAND, DISC or any other federal government institution with respect to which a Minister representing Her Majesty the Queen in Right of Canada in this Agreement presides or is responsible and through which Canada provides funding under this Agreement.

**"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).

**"Reporting Guide"** (RG) means the applicable *Reporting Guide* published by Canada for a Fiscal Year.

**"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 1st day of April, 2018 until the 31st day of March, 2019.

## **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 "DIAND/DISC-2" of this Agreement up to the amount set out in Schedule "FED-1".

3.1.2 Canada shall transfer funding according to the schedule of periodic payments set out in Schedule "FED-1". If this Agreement covers more than one Fiscal Year, Schedule "FED-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 DIAND or DISC 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 DIAND, DISC 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 DIAND, DISC 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 "FED-1" is changed in accordance with an adjustment factor set out in the Schedule "DIAND/DISC-3", Canada shall, by Notice of Budget Adjustment, amend Schedule "FED-1" accordingly.

### **3.4 Holdback**

3.4.1 If Schedule "FED-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 "DIAND/DISC-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 "DIAND/DISC-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 "DIAND/DISC-4" for each Fiscal Year. The Schedule "DIAND/DISC-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:

- (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 Senior and Social Development, and the Minister of 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 "DISC" 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 "FED -1"

SCHEDULE "DIAND/DISC-2" DIAND/DISC Funding

SCHEDULE "DIAND/DISC-3" Program, Service and Activity Delivery Requirements, Reporting Requirements and Adjustment Factors

SCHEDULE "DIAND/DISC-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 "DIAND/DISC-2", and section 3.3 (Where Amounts Not Allocated by Period) of Schedule "DIAND/DISC-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 DIAND, DISC 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

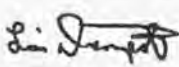
- 14.1 Where any notice, request or other communication is required to be given or made by either party to the other party under this Agreement, it must be in writing addressed to the party for whom it is intended at the applicable address noted in section 14.4 and may be given or made by either party 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) DIAND/DISC 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 and 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

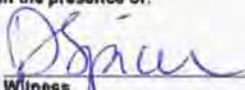
SIGNED ON BEHALF OF HER MAJESTY  
THE QUEEN IN RIGHT OF CANADA, as represented  
by the Minister of Indian Affairs and Northern  
Development and the Minister of Indigenous Services

by:   
Regional Director General

SIGNED ON BEHALF OF  
PROV. NEWFOUNDLAND & LABRADOR - CHILD &  
FAMILY SER

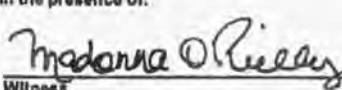
by:   
Minister of Children, Seniors and Social  
Development

In the presence of:

  
Witness

March 27, 2019  
Date

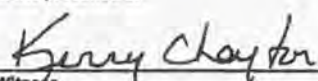
In the presence of:

  
Witness

March 27, 2019  
Date

by:   
Minister for Intergovernmental and  
Indigenous Affairs

In the presence of:

  
Witness

March 26/19  
Date

## SCHEDULE FED-1: 1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan

As Of 2019/03/22

Arrangement #: 1819-AT-000072  
 Arrangement Type: FAPGT  
 Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER  
 Fiscal Year: 2018-2019  
 ISC (non-FNIHB) and DIAND

Seq.	01 APR	02 MAY	03 JUN	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	POOL	Holdback	Allocation Total \$
<b>FIXED CONTRIBUTION FUNDING (FIXED)</b>															
<b>PROGRAM SERVICE AREA / PROGRAM INVENTORY / BUDGET ACTIVITY / FUNCTIONAL AREA</b>															
Program Service Area: Social Development															
Program Inventory: FN CHILDS&FAMILY SERVICES BWS04 - BP004															
Budget Activity: CHILD AND FAMILY SERVICES - P3201															
Functional Area: MAINTENANCE-FOSTER HOMES (Initial Allocation) - NPD1 (A0000 - DEFAULT ACCOUNT) (2019/03/31)															
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,252,582.68	0.00	0.00	8,252,582.68
<b>PROGRAM SERVICE AREA / PROGRAM INVENTORY / BUDGET ACTIVITY / FUNCTIONAL AREA</b>															
Program Service Area: Social Development															
Program Inventory: FN CHILDS&FAMILY SERVICES BWS04 - BP004															
Budget Activity: CHILD AND FAMILY SERVICES - P3201															
Functional Area: OPERATIONS - CFS (Initial Allocation) - NPD3 (A0000 - DEFAULT ACCOUNT) (2019/03/31)															
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,215,800.00	0.00	0.00	4,215,800.00
<b>TOTAL 2018-2019 FIXED CONTRIBUTION FUNDING (FIXED)</b>															
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,468,382.68	0.00	0.00	12,468,382.68
<b>TOTAL 2018-2019 ISC (NON-FNIHB) AND DIAND</b>															
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,468,382.68	0.00	0.00	12,468,382.68
<b>GRAND TOTAL</b>															
															12,468,382.68

**SCHEDULE FED-1:  
2.0 - Cash Flow by Fiscal Year by Department**  
As Of 2019/03/22

Arrangement #: 1819-AT-000072  
 Arrangement Type: FAPGT  
 Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER

<b>Budget</b>	<b>Funding</b>	<b>2018-2019</b>	<b>Total</b>
ISC (non-FNIHB) and DIAND	Fixed Contribution	12,468,382.68	12,468,382.68
	<b>Total</b>	12,468,382.68	12,468,382.68
<b>Total</b>		<b>12,468,382.68</b>	<b>12,468,382.68</b>

**SCHEDULE FED-1:**  
**3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month**  
 As Of 2019/03/22

Arrangement #: 1819-AT-000072  
 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
2018-2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,468,382.68	0.00	0.00	12,468,382.68
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,468,382.68</b>	<b>0.00</b>	<b>0.00</b>	<b>12,468,382.68</b>

**SCHEDULE FED-1:**  
**4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department**  
 As Of 2019/03/22

Arrangement #: 1819-AT-000072  
 Arrangement Type: FAPGT  
 Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER  
 Fiscal Year: 2018-2019

ISC (non-FNIHB) and DIAND

Funding	Total	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	Pool	Holdback
Fixed Contribution	\$12,468,382.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,468,382.68	\$0.00	\$0.00

<b>Total</b>	<b>\$12,468,382.68</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,468,382.68</b>	<b>\$0.00</b>	<b>\$0.00</b>
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**SCHEDULE "DIAND/DISC-2"**

**DIAND/DISC FUNDING**

**1.0 DEFINITIONS AND INTERPRETATION**

1.1 In this Schedule:

If a Federal Department other than DIAND and DISC provides funding under this Agreement, all references to Schedule "FED-1" in this Schedule mean those parts of Schedule "FED-1" that refer to funding provided by DIAND and DISC.

1.2 The following definitions apply to schedule "DIAND/DISC-2"

**"Fixed Contribution Funding" or "FIXED"** means a Contribution for a program, service or activity for which any unexpended balances may be used by the Province if conditions specified in this Agreement are met.

**"Flexible Contribution Funding" or "FLEX"** means a Contribution for a program, service or activity for which any unexpended balances may be used by the Province, if conditions specified in this Agreement are met, until the earlier of the end of that program, service or activity and the expiry or termination of this Agreement.

**"Set Contribution Funding" or "SET"** means a Contribution for a program, service or activity for which any unexpended funding or any ineligible expenditure must be reimbursed to Canada.

**"Unexpended Fixed Funding"** means the amount by which funding provided under this Schedule for a program, service or activity identified as FIXED in Schedule "FED-1" for a Fiscal Year exceeds the amount that the Province expends on that program, service or activity in that Fiscal Year.

**2.0 AMOUNT OF FUNDING**

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

**3.0 PAYMENTS**

**3.1 Payments to be Made in Accordance with Schedule "FED-1"**

3.1.1 Funding under section 2.1 will be paid to the Province in accordance with amounts allocated by period in Schedule "FED-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 "FED-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 DIAND 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 "FED-1" to Canada's notice of acceptance. The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1".

3.2.2 Where an amount expended by the Province on a program, service or activity identified as SET or FLEX in Schedule "FED-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 "FED-1" to reconcile the difference. Canada shall attach the adjusted Schedule "FED-1" to any notice. The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1".

3.2.3 No total annual amount for any program, service or activity set in Schedule "FED-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 "FED-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 "FED-1" to Canada's notice of acceptance. The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1".

### **3.4 Requirements for a Payment Request**

- 3.4.1 To receive payment from the Minister, the Province must provide the Minister with a claim for reimbursement submitted on a monthly basis which must be provided to the Minister by the fifteenth (15th) day of the month following the month in which the Eligible Cost being claimed was incurred. A claim for reimbursement submitted on a quarterly basis must be provided to the Minister by the fifteenth (15th) day of the month following the end of the quarter in which the Eligible Cost being claimed was incurred.

## **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 "FED-1" in the Fiscal Years for which funding is allocated for that program, service or activity in Schedule "FED-1" and in accordance with the delivery requirements for that program, service or activity set out in Schedule "DIAND/DISC-3".

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

- 4.2.1 For each program, service or activity identified in Schedule "FED-1", the Province shall reimburse Canada 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 "DIAND/DISC-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 Canada an amount calculated by prorating the amount of any such expenditure in accordance with the proportion of Canada'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 "FED-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 DIAND or DISC will be deemed to be not in accordance with the program, services or activity delivery requirements and must be reimbursed Canada under this section.

### **4.3 Reimbursement of Unexpended SET Funding**

- 4.3.1 For each program, service or activity identified as SET in Schedule "FED-1", the Province shall reimburse Canada the amount by which funds paid to the Province under this Schedule for that program, service or activity for a Fiscal year exceeds the amount that the Province expends on that program, service or activity in the same Fiscal Year. If there is more than one funding source for a program, service or activity, the Province shall reimburse Canada an amount calculated by prorating, in accordance with the proportion of Canada's funding for that program, service or activity, the difference between the amount received by the Province from all sources for that program, service or activity and the amount the Province expends on that program, service or activity.

### **4.4 Reimbursement of Unexpended FLEX Funding**

- 4.4.1 For each program, service or activity identified as FLEX in Schedule "FED-1", the Province shall reimburse Canada the amount by which funds paid to the Province under this Agreement for that program, service or activity exceeds the amount that the Province expends on that program, service or activity, following the earlier of the end of that program, service or activity as indicated in Schedule "FED-1" and the expiry or termination of this Agreement. If there is more than one funding source for a program, service or activity, the Province shall reimburse Canada an amount calculated by prorating, in accordance with the proportion of Canada's funding for that program, service or activity, the difference between the amount received by the Province from all sources for that program, service or activity and the amount the Province expends on that program, service or activity.

### **4.5 Reimbursement of Unexpended FIXED Funding**

- 4.5.1 Subject to section 4.6 (Retention of Unexpended FIXED Funding), for each program, service or activity identified as FIXED in Schedule "FED-1", the Province shall reimburse Canada the amount by which funds paid to the Province under this Agreement for that program, service or activity for a Fiscal Year exceeds the amount that the Province expends on that program, service or activity in the same Fiscal Year. If there is more than one funding source for a program, service or activity, the Province shall reimburse Canada an amount calculated by prorating, in accordance with the proportion of Canada's funding for that program, service or activity, the difference between the amount received by the Province from all sources for that program, service or activity and the amount the Province expends on that program, service or activity.

**4.6 Retention of Unexpended FIXED Funding**

4.6.1 Without limiting section 9.2 (Action Canada May Take) or the Province's obligation to reimburse unexpended funding under section 11.2 (When Parties Terminate), the Province will be released from the obligation to reimburse Unexpended Fixed Funding in respect of a program, service or activity, as required under section 4.5 (Reimbursement of Unexpended FIXED Funding) of this schedule, if all of the following conditions have been met:

- (a) the Province has fulfilled all of the delivery requirements of this Agreement for that program, service, or activity in the Fiscal Year for which the funding was provided;
- (b) the Province expends the Unexpended Fixed Funding in the one-year period immediately following the Fiscal Year for which the funding was provided:
  - (i) on a program, service or activity that is similar to and has the same purpose as the program, service or activity for which the funding was provided; or
  - (ii) in accordance with a plan for expenditure of the funding that is submitted by the Province to Canada within one hundred and twenty (120) days after the end of that Fiscal Year and that Canada accepts by way of notice to the Province; and
- (c) the Province reports on its expenditure of Unexpended Fixed Funding in accordance with the Reporting Guide.

4.6.2 Any Unexpended Fixed Funding that the Province does not expend in accordance with this section must be reimbursed Canada under section 4.5 (Reimbursement of Unexpended FIXED Funding).

4.6.3 Where the Province defaults in any reporting obligation under the Reporting Guide on the expenditure of any Unexpended Fixed Funding under this section, the Province will be deemed to have contravened this section and shall reimburse that amount to Canada under section 4.5 (Reimbursement of Unexpended FIXED Funding).

4.6.4 Without limiting any other requirement of this Agreement to keep accounts and records, the Province shall keep accounts and financial and non-financial records on Unexpended Fixed Funding and retain those accounts and records, including all supporting documentation, for a period of seven (7) years from the end of the year to which those accounts and records relate.

4.6.5 The following sections of the main body of this Agreement apply in respect of Unexpended Fixed Funding retained by the Province under this section:

- Article 5.0 (Amounts Owing to Canada)
- Article 6.0 (Delegation of Obligations)
- Article 7.0 (Access by Canada to Records)
- Article 8.0 (Default)
- Article 9.0 (Remedies on Default)
- Article 10.0 (Dispute Resolution)
- Section 12.4 (Effect on Relationship of Parties)
- Section 12.5 (Audit and Evaluation)
- Section 12.7 (Waiver)
- Section 12.8 (Conflict of Interest Provisions Regarding Federal Officials)
- Article 14.0 (Notices)

**5.0 SURVIVAL**

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

**SCHEDULE "DIAND-3"**

PROGRAM/SERVICE/ ACTIVITY	DELIVERY REQUIREMENTS	ADJUSTMENT FACTOR
<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. First Nation Child and Family Services</p> <p><b>Child and Family Services</b></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 ISC's Social Programs – National Manual and any other current approved program documentation approved by ISC or DIAND as amended from time to time, within the scope of its Provincial legislation.</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 or DIAND as amended from time to time, within the scope of its Provincial legislation.</p>	<p>Adjusted annually in accordance with DISC's policy.</p>

**SCHEDULE ISC (non-FNIHB)/DIAND-4 - Schedule of Reporting Requirement and Due Dates**  
**PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER (3484)**

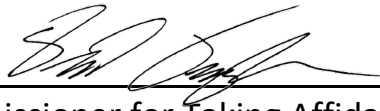
Arrangement No.: 1819-AT-000072

Funding Agreement for Provincial and Territorial Governments

Program / Report Name	Reports Due
<b>FN CHILD&amp;FAMILY SERVICES BWS04</b>	
455917 - (455917) - Child and Family Services Maintenance Report	
* Consolidated Report - <i>Applicable only once (See note 1 below)</i>	
Quarterly #1	2018/07/15
Quarterly #2	2018/10/15
Quarterly #3	2019/01/15
Quarterly #4	2019/04/15
<b>TP - Financial</b>	
No DCI - (F-0192) - Annual Unaudited Schedule of Revenue and Expenditure	
* Consolidated Report - <i>Applicable only once (See note 1 below)</i>	
Annual Unaudited Schedule of Revenue and Expenditure	2019/06/29

**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)'.

This is **Exhibit "4"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020

A handwritten signature in black ink, appearing to read 'David P. Taylor', is written over a horizontal line.

A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)

## ADMINISTRATIVE REFORM ARRANGEMENT FUNDING AGREEMENT

### BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
as represented by the Minister of Indigenous Services Canada  
(hereinafter referred to as "Canada")

### AND

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA  
as represented by the Minister of Community and Social Services  
and the Minister of Children's Services  
(hereinafter referred to as "Alberta")

### WHEREAS:

- A. Canada and Alberta entered into the Arrangement for the Funding and Administration of Social Services effective April 1, 1991.
- B. Canada and Alberta have agreed to the within agreement to facilitate the payment of monthly contributions provided for under the Administrative Reform Arrangement for the delivery of Social Services to Indians and Indian Families ordinarily resident on Reserve during the term hereof.
- C. Alberta may enter into agreements for this purpose in accordance with section 11 of the *Government Organization Act*, RSA 2000, c. G-10, as amended.
- D. Canada is authorized to enter into agreements for this purpose under the DISC Social Services Authorities.

NOW THEREFORE, the Parties agree as follows:

#### 1.0 INTERPRETATION

##### 1.1 Definitions

1.1.1 Except as otherwise defined in this Agreement, any words used in this Agreement which are defined in the Administrative Reform Arrangement have the same meaning as they have in the Administrative Reform Arrangement.

1.1.2 In this Agreement, unless otherwise provided:

"Administrative Reform Arrangement" means the Arrangement for the Funding and Administration of Social Services between Canada and Alberta, effective April 1, 1991.

"Agreement" means this Agreement and includes all Schedules, any Notices of Budget Adjustment, and any amendments agreed to in writing by the Parties.

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

"DISC" means the Department of Indigenous Services Canada.

"DISC Social Services Authorities" means the Grants and Contributions to Provide Income Support to On-Reserve Residents, Transfer Payment Program Terms and Conditions, December

22, 2015; and the Treasury Board Contributions to Provide Women, Children and Families Ordinarily Resident on Reserves with Protection and Prevention Services, Transfer Payment Program Terms and Conditions, December 17, 2012.

“**Federal Department**” means DISC or any other federal government institution through which the Parliament of Canada may provide funding for Social Services.

“**First Nation**” means a Band as defined in the *Indian Act*, RSA 1985, c. I-5, as amended.

“**Fiscal Year**” mean 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 Alberta from Canada that changes the amount of funding provided under this Agreement.

“**Party**” or “**Parties**” means a Party or Parties to this Agreement.

“**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 7.0 (Remedies on Default) article 9.0 (Termination), and the renewal of the DISC Social Services Authorities, the term for this Agreement will be from April 1, 2017 to the March 31, 2023.

## 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 Alberta funding as set out in Schedule “DISC-2” of this Agreement.
- 3.1.2 If funding is provided under this Agreement by more than one Federal Department, Canada may transfer the funding on behalf of other Federal Departments.

### 3.2 Appropriations and Departmental Funding Authorities

- 3.2.1 Any funding by Canada under this Agreement is subject to an appropriation of those funds by Parliament and, similarly any funding by Alberta under this Agreement is subject to an appropriation by the Legislative Assembly. If, at any time during the life of this Agreement, the Parliament of Canada or the Legislative Assembly of Alberta does not make an appropriation relating to funding under this Agreement, Canada and Alberta shall make the necessary adjustments to this Agreement.
- 3.2.2 In the event that authorities for the program are amended or terminated or if funding levels are reduced or cancelled (by Parliament, the Legislative Assembly, or otherwise) for any Fiscal Year in which a payment is to be made under this Agreement, both Parties may reduce or terminate any further payments to be made under this Agreement.

- 3.2.3 Where funding under this Agreement is to be reduced or terminated under section 3.2.2 Canada shall provide Alberta with at least sixty (60) calendar days written notice of the reduction or termination and shall reimburse Alberta for any eligible expenditures to the date upon which the reduction/termination is to take effect.
- 3.2.4 Where funding under this Agreement is to be reduced or terminated under section 3.2.2, Alberta's commitment to the terms of this Agreement will be reduced or terminated commensurately.

#### **4.0 ALBERTA'S RESPONSIBILITIES**

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

- 4.1.1 Alberta shall provide the programs and services and carry out the activities for which funding is provided under this Agreement.

##### **4.2 Record Keeping**

- 4.2.1 The Parties shall each adhere to their own records retention policies, directives and schedules.

##### **4.3 Reporting**

- 4.3.1 Alberta agrees to fulfill the mutually agreed to reporting requirements set out in Schedule "DISC-3", Table 1.0.
- 4.3.2 Alberta may, by notice to Canada before the applicable due date, request an extension to the deadline for the submission of a report to Canada required by Schedule "DISC-3", Table 1.0 along with the reason for the extension, and Canada will not unreasonably withhold its consent to the request.
- 4.3.3 This article survives the expiry or termination of this Agreement.

##### **4.4 Ineligible Expenditures**

- 4.4.1 Where either Party disputes the eligibility of expenditures under this Agreement, this will be referred to the Dispute Resolution process set out in article 8.0 (Dispute Resolution).

#### **5.0 ASSIGNMENT**

- 5.1 This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party. No assignment of this Agreement shall relieve either Party from any obligation under the Agreement or import any liability upon either Party.
- 5.2 This article survives the expiry or termination of this Agreement.

#### **6.0 DEFAULT**

- 6.1 Where Alberta fails to perform or observe any term, condition or covenant contained herein, or security given hereunder, Alberta will be in default under this Agreement. Canada will notify Alberta in writing of the default and Alberta will have sixty (60) days thereafter to remedy the default. Any right of action available to Canada against Alberta in respect of any breach of a covenant herein contained shall not be thereby prejudiced.
- 6.2 Where Canada fails to perform or observe any term, condition or covenant contained herein, or security given hereunder, Canada will be in default under this Agreement. Alberta will notify Canada in writing of the default and Canada will have sixty (60) days thereafter to remedy the



default. Any right of action available to Alberta against Canada in respect of any breach of a covenant herein contained shall not be thereby prejudiced.

**7.0 REMEDIES ON DEFAULT**

**7.1 Parties Will Meet**

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

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

**7.2 Actions Canada or Alberta May Take**

7.2.1 In the event Alberta fails to remedy the default identified in the default notice within sixty (60) days of Canada giving notice, 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 until the default is remedied;
- b. require Alberta 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 in accordance with article 9.0 (Termination).

7.2.2 In the event Canada fails to remedy the default identified in the default notice within sixty (60) days of Canada giving notice, Alberta 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 funds otherwise payable under this Agreement until the default is remedied;
- b. require Canada to take any other reasonable action necessary to remedy the default;
- c. take such other reasonable action as Alberta deems necessary, including any remedies which may be set out in any Schedule; or
- d. terminate this Agreement in accordance with article 9.0 (Termination).

**7.3 Where Reporting Requirements Not Met**

7.3.1 Without limiting remedies available to Canada set out in section 7.2 (Actions Canada or Alberta May Take), Canada may withhold funding otherwise payable under this Agreement if any reports to be submitted under section 4.3 (Reporting) in respect of that Social Service are not provided by Alberta to Canada as required under this Agreement. Any amounts so withheld must be paid by Canada to Alberta within forty-five (45) days of Canada's receipt of subsequently submitted reports.

**8.0 DISPUTE RESOLUTION**

8.1 The Parties will attempt to avoid, and if necessary, will resolve any dispute arising out of or connected with this Agreement, promptly and in an amicable manner by negotiation between the Parties. If this negotiation fails to resolve a dispute, then either party may refer the matter up to such senior representatives as the Parties may designate for resolution.

## 9.0 TERMINATION

### 9.1 Parties May Terminate

9.1.1 Without limiting section 3.2 (Funding Subject to Appropriations and Departmental Funding Authorities) 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 undertake reasonable steps to resolve differences in a dispute resolution process initiated under article 8.0 (Dispute Resolution);
- 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; and
- c. if the Parties cannot agree on a time frame, this Agreement may be terminated by either Party with twelve (12) months' notice in writing delivered to the address noted in article 11.0 (Notices).

9.1.2 This Agreement may be terminated without cause by either Party with twelve (12) months' notice in writing delivered to the address noted in article 11.0 (Notices). However, the Parties may together agree to terminate this Agreement without notice, and where such agreement is made, this Agreement shall cease to be effective after the date fixed by agreement.

9.1.3 A termination of this Agreement does not constitute a termination of the Administrative Reform Arrangement.

### 9.2 When Parties Terminate

9.2.1 In the event of the termination of this Agreement:

- a. subject to Canada's right to any amount owing to Canada under this Agreement, Canada shall pay to Alberta any monies owed to Alberta, up to the termination date of this Agreement, unless Alberta and Canada agree otherwise in writing;
- b. the Parties shall fulfill any other obligation relating to termination set out in any Schedule.

## 10.0 GENERAL

### 10.1 Schedules

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

- a. Schedule "FED-1" – Payment Schedule;
- b. Schedule "DISC-2" – Budget, Payments and Expenditures;
- c. Schedule "DISC-3" – Reporting Requirements.

10.1.2 In the case of conflicts or discrepancies between the body of this Agreement and any of the Schedules which form part of this Agreement, the body of this Agreement shall take precedence and govern.

10.1.3 This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

## **10.2 Entire Agreement and Governing Agreement**

10.2.1 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.

10.2.2 Nothing in this Agreement is to be construed so as to abrogate or derogate from the Administrative Reform Arrangement or to amend any of its provisions.

10.2.3 In the case of conflicts or discrepancies between this Agreement and the Administrative Reform Arrangement, the Administrative Reform Arrangement will take precedence and govern.

## **10.3 Successors and Assigns**

10.3.1 This Agreement is binding upon the Parties and their respective successors and assigns.

## **10.4 Amendments**

10.4.1 A written amending agreement signed by both Parties is required to amend this Agreement. Parties must respond to written notifications indicating intent to pursue an amendment within sixty (60) days.

## **10.5 Effect on Relationship of Parties**

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

## **10.6 Audit and Evaluation**

10.6.1 Alberta will share with Canada the results of any audit or evaluation prepared by or on behalf of Alberta in respect of funds received under this Agreement within sixty (60) calendar days of the completion of such audit or evaluation.

10.6.2 Alberta agrees that Canada may appoint mutually agreed upon independent auditors, at Canada's expense, during the term of this Agreement and within one (1) year following the expiry or termination thereof to audit the records maintained by Alberta in accordance with Canadian generally accepted auditing standards, including the management of funds provided by Canada. Alberta shall provide to the auditors in a timely manner, the records, documents and information necessary to conduct the audit. Canada agrees to make a written request for an audit prior to December 31 of the fiscal year to be audited. Where disclosure of certain information is prohibited by law, Alberta may withhold such information.

10.6.3 Notwithstanding section 10.6.1 and 10.6.2, Canada agrees to fund Alberta in accordance with the timelines set out in Schedule "DISC-2".

## **10.7 Headings**

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

#### **10.8 Waiver**

10.8.1 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.

10.8.2 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.

#### **10.9 Confidentiality, Information Disclosure, and Privacy**

10.9.1 Both Parties shall treat any information acquired as a result of this Agreement in strict confidence and with the care and security required to ensure that it is not disclosed or made known to any person, except in compliance with the applicable federal and provincial legislations regarding access to information and privacy.

#### **10.10 Public Disclosure**

10.10.1 Canada has an obligation to publicly disclose information under the *Access to Information Act* and Alberta has an obligation to publicly disclose information under the *Freedom of Information and Protection of Privacy Act*.

#### **10.11 Legislation and Government Publications**

10.11.1 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.

#### **11.0 NOTICES**

11.1 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 11.4 and may be given or made by either Party by their duly authorized representatives.

11.2 The notice referred to in section 11.1 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.

11.3 Either Party may change the address information referred to in section 11.4 by providing notice to the other Party of such change.


11.4 Notices will be sent to:

- a. Canada at:  
Regional Director General  
Department of Indigenous Services Canada, Alberta Region  
630 Canada Place, 9700 Jasper Avenue Edmonton, Alberta T5J 4G2
  
- b. Alberta at:  
Executive Director, Corporate Finance and Senior Financial Officer  
Corporate Services  
Ministry of Community and Social Services  
Ministry of Children's Services  
2nd Fl. Standard Life Centre  
10405 Jasper Avenue  
Edmonton, Alberta T5J 4R7

This Agreement has been executed by the Parties by their duly authorized representatives.

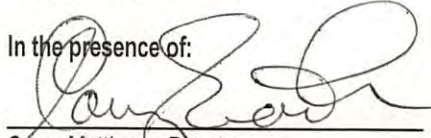
HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
as represented by the Minister of Indigenous Services Canada

By:

  
Jim Sisson *Kevin Murchie*  
Regional Director General

Date: MAR 23 2018

In the presence of:

  
Carey Matthews, Director,  
Corporate and Funding Services

Date: MAR 23 2018

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA  
as represented by the Minister of Community and Social Services

By:

Shannon Marchand Date: 22 March 18  
Shannon Marchand, Deputy Minister

In the presence of:

JANET GOMEZ Date: 22 March 18  
CHIEF OF STAFF

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA  
as represented by the Minister of Children's Services

By:

Darlene Bouwsema Date: Mon 22/18  
Darlene Bouwsema, Deputy Minister

In the presence of:

SUSAN WEST Date: March 22/18  
CHIEF OF STAFF

APPROVED PURSUANT TO THE GOVERNMENT ORGANIZATION ACT:

[Signature]  
Intergovernmental Relations, Executive Council

Date: 23 March 2018

## SCHEDULE FED-1: 1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan

As Of 2018/03/21

Arrangement #: 1718-AB-000124  
 Arrangement Type: FAPGT  
 Recipient: 9801 - MINISTER OF FINANCE (AB)

Fiscal Year: 2017-2018

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS 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>SET CONTRIBUTION FUNDING (SET)</b>																
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA																
Social Development																
Program Activity: SOCIAL DEVELOPMENT - BP300																
Functional Area Group: CHILD AND FAMILY SERVICES - P3201																
Functional Area: MAINTENANCE-FOSTER HOMES - NPD1 (A0000 - DEFAULT ACCOUNT) (2023/03/31)																
													Fund: 355			
													Cost Center: A0726			
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,453,054.15	2,161,450.00	0.00	21,614,504.15
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA																
Social Development																
Program Activity: SOCIAL DEVELOPMENT - BP300																
Functional Area Group: CHILD AND FAMILY SERVICES - P3201																
Functional Area: OPERATIONS - CFS - NPD3 (A0000 - DEFAULT ACCOUNT) (2023/03/31)																
													Fund: 355			
													Cost Center: A0726			
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,021,270.00	1,113,474.00	0.00	11,134,744.00
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA																
Social Development																
Program Activity: SOCIAL DEVELOPMENT - BP300																
Functional Area Group: FAMILY VIOLENCE - P3401																
Functional Area: PROV TERR REIMBURSEMENTS - NPE1 (A0000 - DEFAULT ACCOUNT) (2023/03/31)																
													Fund: 355			
													Cost Center: A0726			
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,886,999.82	1,971,406.00	0.00	6,858,405.82
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA																
Social Development																
Program Activity: SOCIAL DEVELOPMENT - BP300																
Functional Area Group: ASSISTED LIVING - P3301																
Functional Area: IN - HOME CARE - NPC5 (A0000 - DEFAULT ACCOUNT) (2023/03/31)																
													Fund: 356			
													Cost Center: A0726			
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,733,990.00	192,665.00	0.00	1,926,655.00
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA																
Social Development																

## SCHEDULE FED-1: 1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan

As Of 2018/03/21

Arrangement #: 1718-AB-000124  
 Arrangement Type: FAPGT  
 Recipient: 9801 - MINISTER OF FINANCE (AB)

Fiscal Year: 2017-2018

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS 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 \$	
Program Activity: SOCIAL DEVELOPMENT - BP300 Functional Area Group: INC ASST - AB/ON DAY CARE - P3111 Functional Area: AB & ON DAY CARE AGREEMT - NPA5 (A0000 - DEFAULT ACCOUNT) (2023/03/31) <span style="float: right;">Fund: 356 Cost Center: A0726</span>																
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,250,831.00	138,981.00	0.00	1,389,812.00
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA																
Social Development																
Program Activity: SOCIAL DEVELOPMENT - BP300 Functional Area Group: INCOME ASST-SPECIAL NEEDS - P3102 Functional Area: ASSURED INC-SEVR HANDICAP - NP8I (A0000 - DEFAULT ACCOUNT) (2023/03/31) <span style="float: right;">Fund: 356 Cost Center: A0726</span>																
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,502,769.00	3,613,697.00	0.00	36,116,466.00
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA																
Social Development																
Program Activity: SOCIAL DEVELOPMENT - BP300 Functional Area Group: INCOME ASST-SPECIAL NEEDS - P3102 Functional Area: FAMILY-RELATNS-AB REFORM - NP8J (A0000 - DEFAULT ACCOUNT) (2023/03/31) <span style="float: right;">Fund: 356 Cost Center: A0726</span>																
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92,700.00	10,300.00	0.00	103,000.00
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA																
Social Development																
Program Activity: SOCIAL DEVELOPMENT - BP300 Functional Area Group: INCOME ASST-SPECIAL NEEDS - P3102 Functional Area: SHELTER-H/L ADULT-AB RFRM - NP8K (A0000 - DEFAULT ACCOUNT) (2023/03/31) <span style="float: right;">Fund: 356 Cost Center: A0726</span>																
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,400.00	5,600.00	0.00	56,000.00
<b>TOTAL 2017-2018 SET CONTRIBUTION FUNDING (SET)</b>																
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	69,992,013.97	9,207,573.00	0.00	79,199,586.97



**SCHEDULE FED-1:**  
**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**  
 As Of 2018/03/21

Arrangement #: 1718-AB-000124  
 Arrangement Type: FAPGT  
 Recipient: 9801 - MINISTER OF FINANCE (AB)

Fiscal Year: 2017-2018

TOTAL 2017-2018 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA

0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	69,992,013.97	9,207,573.00	0.00	79,199,586.97
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TOTAL 2017-2018

0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	69,992,013.97	9,207,573.00	0.00	79,199,586.97
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GRAND TOTAL

79,199,586.97

**SCHEDULE FED-1:  
2.0 - Cash Flow by Fiscal Year by Department**  
As Of 2018/03/21

Arrangement #: 1718-AB-000124  
 Arrangement Type: FAPGT  
 Recipient: 9801 - MINISTER OF FINANCE (AB)

<b>Budget</b>	<b>Funding</b>	<b>2017-2018</b>	<b>Total</b>
<b>Department of Indian and Northern Affairs Canada</b>	Set Contribution	79,199,586.97	79,199,586.97
	Total	79,199,586.97	79,199,586.97
<b>Total</b>		<b>79,199,586.97</b>	<b>79,199,586.97</b>

**SCHEDULE FED-1:**  
**3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month**  
 As Of 2018/03/21

Arrangement #: 1718-AB-000124  
 Arrangement Type: FAPGT  
 Recipient: 9801 - MINISTER OF FINANCE (AB)

**Set Contribution**

	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2017-2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,992,013.97	9,207,573.00	0.00	79,199,586.97
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>19,992,013.97</b>	<b>9,207,573.00</b>	<b>0.00</b>	<b>79,199,586.97</b>

**SCHEDULE FED-1:**  
**4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department**  
 As Of 2018/03/21

Arrangement #: 1718-AB-000124  
 Arrangement Type: FAPGT  
 Recipient: 9801 - MINISTER OF FINANCE (AB)  
 Fiscal Year: 2017-2018

Department of Indian and Northern Affairs Canada

Funding	Total	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	Pool	Holdback
Set Contribution	\$79,199,586.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,992,013.97	\$9,207,573.00	\$0.00
<b>Total</b>	<b>\$79,199,586.97</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$69,992,013.97</b>	<b>\$9,207,573.00</b>	<b>\$0.00</b>

**SCHEDULE "DISC-2"**

**BUDGET, PAYMENTS AND EXPENDITURES**

**1.0 BUDGET**

- 1.1 Canada shall populate Schedule "FED-1" based on Canada's initial funds allocation under this Agreement and provide it to Alberta prior to the start of each Fiscal Year.
- 1.2 No later than March 31st of each Fiscal Year, Alberta shall deliver to Canada a budget of Alberta's anticipated expenditures for the Social Services Alberta delivers to Indians and Indian Families ordinarily residing on Reserves for the following Fiscal Year. Canada will notify Alberta upon Canada's approval of the budget (hereinafter referred to as the "Approved Budget").
- 1.3 Canada shall make any necessary adjustment(s) to the total funds allocation based on the Approved Budget, quarterly invoices and any fund allocations as they become available, and shall notify Alberta of the adjustment(s) in a Notice of Budget Adjustment. The Notice of Budget Adjustment will include an updated Schedule FED-1.
- 1.4 The final amounts payable to Alberta pursuant to this process will be adjusted in accordance with invoices received within thirty (30) days of the end of the Fiscal Year. Invoices submitted after six (6) months following the end of the Fiscal Year will not be paid.
- 1.5 In the event that Alberta cannot provide Canada with invoices within thirty (30) days of the end of the Fiscal year, Alberta will provide an estimate of amounts payable for that Fiscal Year. Amounts which have not been identified in the year-end estimates will not be paid. Canada shall make payment within thirty (30) days of its receipt of either invoices or year-end estimates acceptable to Canada.
- 1.6 In the event that Alberta is reimbursed in accordance with a year-end estimate, and the amounts of the invoices subsequently received by Canada are less than the amounts contained in the year-end estimate, Alberta shall reimburse Canada for the overpayment.

**2.0 PAYMENTS**

- 2.1 Payments will be made to Alberta in accordance with the amounts allocated by period for each program, service or activity identified in Schedule FED-1.

**3.0 EXPENDITURES**

- 3.1 Alberta shall expend the funding provided under this Schedule only for the purpose of delivering each program, service and activity identified in Schedule "FED-1" in the Fiscal Year for which funding is allocated for that program, service or activity in Schedule "FED-1" and in accordance with the delivery requirements for that program, service or activity set out in the Administrative Reform Arrangement.
- 3.2 Eligible expenditures incurred by Alberta for the inspection of child care programs on a Reserve by a provincial official, at the request of a First Nation or an on-Reserve child care program, will be deemed a direct administration cost and paid to Alberta pursuant to this Agreement.
- 3.3 Canada shall pay all eligible expenditures associated with Alberta's Family Supports for Children with Disabilities program in respect of persons who are ordinarily resident on a Reserve.
- 3.4 Canada shall pay all eligible expenditures associated with the Women's Emergency Shelters program provided to persons who are ordinarily resident on a Reserve in another province but are

residing in an Alberta Women's Emergency Shelter for reasons related to their or their dependents' personal safety.

**SCHEDULE "DISC-3"**

**REPORTING REQUIREMENTS**

- 1.1 For the purposes of section 4.3.1 of this Agreement, Alberta agrees to observe the reporting requirements set out in Table 1.0.
- 1.2 The Parties shall submit and access records outlined in Table 1.0 using a secure method, as agreed to by the Parties.
- 1.3 Canada agrees that a completed Alberta "Ordinarily Resident on Reserve Verification" form is sufficient proof to establish whether a person is ordinarily resident on a Reserve for the purposes of this Agreement. Alberta agrees that Alberta employees have undertaken all reasonable steps to verify the information contained in the form.
- 1.4 Canada shall provide written notice to Alberta if it does not accept that a person who has received a Social Service from Alberta has the status of a person as being ordinarily resident on a Reserve, inclusive of reasons for not accepting the person's status.
- 1.5 If Canada has in its possession information which may substantiate whether or not an eligible expenditure relates to a person who is ordinarily residing on a Reserve, upon a request from Alberta, Canada shall provide the information to Alberta subject to any legal requirements or prohibitions related to disclosure of the information.

**Table 1.0 – Reporting Requirements**

Overall Agreement	General Reporting	
	Notification of changes for the current Fiscal Year – Due May 31 <sup>st</sup>	
	Budget for upcoming Fiscal Year – Due March 31 <sup>st</sup>	
	Budget estimate for most recently completed Fiscal Year – Due April 30 <sup>th</sup>	
Program	Quarterly/Final Reporting	Supporting Details With Final Invoice
Assured Income for the Severely Handicapped	<ul style="list-style-type: none"> <li>• Quarterly invoices</li> <li>• Final invoice</li> </ul>	<ul style="list-style-type: none"> <li>• Client name</li> <li>• Date of birth</li> <li>• Address</li> <li>• First Nation number</li> <li>• Expenditure amount</li> <li>• Provincial caseload</li> <li>• On-Reserve caseload</li> </ul>
Child Care (Day Care)	<ul style="list-style-type: none"> <li>• Quarterly invoices</li> <li>• Final invoice</li> </ul>	<ul style="list-style-type: none"> <li>• Child ID</li> <li>• Expenditure amount</li> <li>• Expenditure date</li> <li>• Applicant name</li> <li>• Subsidy reason - attending school</li> <li>• Total provincial caseload - attending school subsidy reason</li> <li>• On-Reserve caseload - attending school subsidy reason</li> </ul>
Child Intervention and Enhancement Services	<ul style="list-style-type: none"> <li>• Quarterly invoices</li> <li>• Final invoice</li> </ul>	<ul style="list-style-type: none"> <li>• Child ID</li> <li>• Child name</li> <li>• Date of birth</li> <li>• Expenditure amount</li> <li>• Placement</li> <li>• Service dates</li> <li>• First Nation number</li> <li>• Provincial caseload (service days)</li> <li>• On-Reserve caseload (service days)</li> </ul>
Family Support for Children with Disabilities	<ul style="list-style-type: none"> <li>• Quarterly invoices</li> <li>• Final invoice</li> </ul>	<ul style="list-style-type: none"> <li>• Child name</li> <li>• Date of birth</li> <li>• Expenditure period (by quarter)</li> </ul>

		<ul style="list-style-type: none"> <li>• Service type</li> <li>• Expenditure amount</li> <li>• Provincial caseload</li> <li>• On-Reserve caseload</li> </ul>
Maintenance (Family Relations)	<ul style="list-style-type: none"> <li>• Quarterly invoices</li> <li>• Final invoice</li> </ul>	Not applicable
Shelters for Homeless Adults	<ul style="list-style-type: none"> <li>• Quarterly invoices</li> <li>• Final invoice</li> </ul>	<ul style="list-style-type: none"> <li>• Shelter name</li> <li>• Shelter code</li> <li>• Shelter region</li> <li>• Client nights</li> <li>• First Nation number - if provided by client</li> <li>• Admission date</li> <li>• Discharge date</li> <li>• Daily rate</li> <li>• Other First Nation name or number</li> <li>• Cost</li> </ul>
Women's Emergency Shelters	<ul style="list-style-type: none"> <li>• Quarterly invoices</li> <li>• Final invoice</li> </ul>	<ul style="list-style-type: none"> <li>• Shelter name</li> <li>• Shelter code</li> <li>• Shelter region</li> <li>• Client nights</li> <li>• First Nation number - if provided by client</li> <li>• Admission date</li> <li>• Discharge date</li> <li>• Daily rate</li> <li>• Other First Nation name or number</li> <li>• Cost</li> </ul>

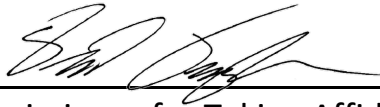


**RECEIVED**

**MAR 23 2018**

**INDIGENOUS AND NORTHERN  
AFFAIRS CANADA  
AB REGION - IM EDM OFFICE**

This is **Exhibit "5A"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020



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A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)

**ALBERTA HUMAN RESOURCES  
ADMINISTRATIVE REFORM AGREEMENT  
CHILD WELFARE  
APRIL 1, 2015 TO MARCH 31, 2016 FINAL INVOICE**

IMAGIS CODE	DESCRIPTION	ACTUAL	BILLABLE PROGRAM	NET BILLABLE	NON BILLABLE - PROGRAM
<b>A) PROGRAM COSTS</b>					
00038	Intake Staffing Resources	52,874,070		440,825	
00039	Family Support	40,937,399	40,937,399	0	on (REF) Expenditures
00041	Support for Permamency	53,902,977		53,902,977	
00042	Specified Permamency Placements	4,145,392		4,145,392	
00044	Foster Care Service	68,610,790	68,610,790	0	on (REF) Expenditures
00045	Agency Foster Care	49,155,130	49,155,130	0	on (REF) Expenditures
00047	Supported Indep.Living Service	16,471,305	16,471,305	0	on (REF) Expenditures
00048	Group Care	56,716,705	56,716,705	0	on (REF) Expenditures
00050	Treatment Care.	44,793,819	44,793,819	0	on (REF) Expenditures
00052	Exception Placement.	8,383,186	8,383,186	0	on (REF) Expenditures
00110	Protect of Chldrn invld in Pro	3,963,989		2,238,491	
00112	Protect of Chldrn invld Prosttn Resources	1,882,384		(31,317)	
00147	FASD Program Delivery	5,789,666		5,789,666	
00231	PROT - Kinship Care Resources	25,334,156	25,334,156	0	on (REF) Expenditures
00247	Youth Shelter	4,931,297		4,931,297	
00326	Comm.Capacity Blding Services	4,206,280		4,206,280	
00327	EI Resource	1,561,572		1,561,572	
00328	EI On-Reserve Services	1,726,473		1,726,473	
00329	Intake & Investigation Service	6,965,352		6,965,352	
00342	Transitional Support For Youth	907,001		907,001	
00355	Mentoring For Parents - Srvs	11,534,534		11,534,534	
00356	Parenting Education Skills	7,105,354		7,105,354	
00367	Sisika Family Services	7,772,651		7,772,651	
00380	PROT - Child of a Youth Expenditure	525,533		525,533	
00393	Parent Link Centers	160,093		160,093	
00405	Advancing Futures Bursary Prog	6,450,853		6,450,853	
00417	ENH - Supporting Independent Living	4,290,761	4,290,761	0	on (REF) Expenditures
00426	ENH - Parental Care	11,790,332	11,790,332	0	on (REF) Expenditures
00473	PROT - Securred Services	5,582,361		5,582,361	
01467	Kin Care Agency Client Del	12,101,506		12,101,506	
03100	Early Intervention Services	1,555,524		1,555,524	
03104	Parenting Resources Initiatives	25,772,873		25,772,873	
04601	Permamency Planing Adoptn. Services	2,081,856		2,081,856	
04703	Adoption Services	1,003,347		1,003,347	
04704	Post Adoption Services	716,287		716,287	
	<b>TOTAL PROGRAM COSTS</b>	<b>551,702,801</b>	<b>326,483,581</b>	<b>169,146,777</b>	<b>(A)</b>

**ALBERTA HUMAN RESOURCES  
ADMINISTRATIVE REFORM AGREEMENT  
CHILD WELFARE  
APRIL 1, 2015 TO MARCH 31, 2016 FINAL INVOICE**

IMAGIS CODE	DESCRIPTION	ACTUAL	BILLABLE PROGRAM	NET BILLABLE	NON BILLABLE - PROGRAM
<b>B) DIRECT ADMINISTRATION</b>					
00001	Employee Engagement Fund	633,612	100%	633,612	
00010	CFS ADM's Office	9,364,943	100%	9,364,943	
00038	Intake Staffing Resources	52,874,070	99%	52,433,245	
00043	Foster Kinship Care Res	17,023,955	100%	17,023,955	
00087	CYSP Client Services	3,384,696	100%	3,384,696	
00888	Program Plann & Delivery_CIS	10,977,618	100%	10,977,618	
00110	Protect of Chldrn invld in Pro	3,963,989	22%	1,725,498	
00112	Protection Child Intervention Prostitution Resources	1,882,384	96%	1,913,700	
00224	Aboriginal Community Supp Res	846,237	100%	846,237	
00313	Quality Improv and Evaluation	1,452,396	100%	1,452,396	
00325	Capacity Building Prog Del	868,386	100%	868,386	
00336	Aboriginal Inits & Innovation	926,231	100%	926,231	
00352	CI Non Direct Delivery Res	33,798,452	100%	33,798,452	
00371	Metis&Non-Status Bursary Prog	414,717	100%	414,717	
00372	Student Health Initiative	409,496	100%	409,496	
00378	Ci Direct Delivery-Staff Res	109,111,804	100%	109,111,804	
00410	Appeal Secretariat	365,411	100%	365,411	
00430	Supts for Permanency Resources	2,959,296	100%	2,959,296	
01301	AB Vuln Infant Resp Team Inits	797,523	100%	797,523	
01327	Enhanced Initial Child Int Services & Res	1,963	100%	1,963	
02405	AB Resource Rebate	481	100%	481	
02407	Registered Educ Saving Plan	6,900	100%	6,900	
02502	HR - LTDI	4,129,832	100%	4,129,832	
02615	ISIS Applications Supports	4,698,114	100%	4,698,114	
03063	CI Program Planning & Delivery	10,554,425	100%	10,554,425	
03064	Comm Based Prev Direct Costs	22,971,126	100%	22,971,126	
03066	HR - Child Intervention Serv	2,347,131	100%	2,347,131	
03094	Albertas Promise	789,935	100%	789,935	
03098	Child Interv Business Support	3,060,967	100%	3,060,967	
03102	FASD Strategic Plan	4,130,904	100%	4,130,904	
03201	Youth Engagement	162,051	100%	162,051	
03602	Social Care Facil Review Comm	379,844	100%	379,844	
04100	Fields Operations Liaison	4,338,913	100%	4,338,913	
04104	First Nations Liaison Unit	411,920	100%	411,920	
04201	Policy, Practise & Pgm Develop	4,468,879	100%	4,468,879	
04302	Monitoring & Measurement	961,315	100%	961,315	
04701	Child Interv ProgPriorities	3,187,099	100%	3,187,099	
04800	Office of Statutory Director	1,530,776	100%	1,530,776	
	Accommodation (group homes)	4,729,532	100%	4,729,532	
	Legal (related to child welfare)	8,202,000	100%	8,202,000	
	Business Services	5,315,000	100%	5,315,000	
	<b>TOTAL DIRECT ADMINISTRATION</b>	<b>338,434,319</b>		<b>335,786,320</b>	<b>(B)</b>

**ALBERTA HUMAN RESOURCES  
ADMINISTRATIVE REFORM AGREEMENT  
CHILD WELFARE  
APRIL 1, 2015 TO MARCH 31, 2016 FINAL INVOICE**

IMAGIS CODE	DESCRIPTION	ACTUAL	BILLABLE PROGRAM	NET BILLABLE	NON BILLABLE - PROGRAM
<b>C) INDIRECT ADMINISTRATION</b>					
00007	Supp for Dep Minister Office	600	100%	600	
00008	Support for Minister Office	7,818	100%	7,818	
00012	Appeals Secretariat	1,374,665	100%	1,374,665	
00362	Community Partnerships	439,838	100%	439,838	
00404	Tcom & Sml TI & Comn Corp Exp	23,424	100%	23,424	
00734	Alberta Supports	14,663,999	100%	14,663,999	
01469	Support & Fin Assistance Agrmt	16,598,809	100%	16,598,809	
01700	Ministers Office SS	955,955	100%	955,955	
01701	Deputy Minister SS	936,064	100%	936,064	
01702	Corporate Serv SS	3,402,737	100%	3,402,737	
01703	Communications SS	1,814,964	100%	1,814,964	
01704	Policy & Planning	5,544,865	100%	5,544,865	
01705	Fin Serv SS	6,059,288	100%	6,059,288	
01706	Human Resources SS	8,545,801	100%	8,545,801	
01707	Info Tech Services SS	7,569,444	100%	7,569,444	
01709	Associate Minister's Office	97,738	100%	97,738	
02300	Ministerial Correspondence	585,233	100%	585,233	
02509	Training Resources	59,360	100%	59,360	
03067	HR - Regional Services	1,350,802	100%	1,350,802	
03068	ADMs Office API	675,497	100%	675,497	
03096	Strategic Initiat Coordination	520,140	100%	520,140	
03097	Community, Capacity and Planni	297,602	100%	297,602	
03099	Prog Info Eval & Perf	1,321,250	100%	1,321,250	
03601	Board Resources Development	1,426,180	100%	1,426,180	
01090/0058	Financial Client Pymts & Revenue	2,087,764	100%	2,087,764	
	Accommodation Costs (Offices) (from Schedule 7, MSS)	3,073,000	100%	3,073,000	
	Business Services (from Schedule 7, MSS)	510,000	100%	510,000	
	Legal Services (from Allocated Costs, Schedule 7, MSS)	1,013,000	100%	1,013,000	
	<b>TOTAL INDIRECT ADMINISTRATION</b>	<b>80,955,838</b>		<b>80,955,838</b>	<b>(C)</b>
<b>D) PROGRAM COSTS</b>					
COSTS BASED ON AVERAGE COSTS					
	Program Costs	169,146,777	(A)	1,727	
	Service days for all children ( formerly Total Placement Months)	97,954			
	On-Reserve Caseload (total days/30 = total service months)			3,623	
	AVERAGE COST AMOUNT			6,256,189	
	REF - PLACEMENT, EXPENDITURE COSTS			9,024,674	
	<b>TOTAL</b>			<b>15,280,863</b>	<b>(D)</b>

**ALBERTA HUMAN RESOURCES  
ADMINISTRATIVE REFORM AGREEMENT  
CHILD WELFARE  
APRIL 1, 2015 TO MARCH 31, 2016 FINAL INVOICE**

IMAGIS CODE	DESCRIPTION	ACTUAL	BILLABLE PROGRAM	NET BILLABLE	NON BILLABLE - PROGRAM
<b>E) TOTAL AGGREGATE PROGRAM COSTS</b>					
	TOTAL MINISTRY COSTS	4,297,693,459		4,297,693,459	
	LESS INDIRECT ADMINISTRATION	80,955,838		80,955,838 (C)	
	<b>TOTAL AGGREGATE PROGRAM COSTS</b>	<b>4,216,737,621</b>		<b>4,216,737,621</b>	
	<u>TOTAL CHILD WELFARE PROGRAM COSTS</u>	551,702,801			13.08% (E)
	TOTAL AGGREGATE PROGRAM COSTS	4,216,737,621			
<b>F) CASELOAD AMOUNT</b>					
	<u>TOTAL ON-RESERVE CASELOAD</u>	3,623			3.70% (F)
	TOTAL CHILD WELFARE CASELOAD	97,954			
<b>G) INVOICE AMOUNT</b>					
	PROGRAM COSTS	15,280,863			
	DIRECT ADMINISTRATION COSTS	12,419,644			
	INDIRECT ADMINISTRATION COSTS (Indirect*E%*F%)	391,763			
	<b>TOTAL INVOICE AMOUNT</b>	<b>28,092,270</b>			
	<b>AMOUNT PAID</b>	<b>18,000,000</b>			
	<b>BALANCE OUTSTANDING (OWING)</b>	<b>10,092,270</b>			
	TOTAL ON-RESERVE CASELOAD (Total Annual Cases)		3,652		
	Desk review deduction:		29		
	<b>ADJUSTED ON-RESERVE CASELOAD:</b>		<b>3,623</b>		
	TOTAL CLIENT SPECIFIC COSTS		9,148,255		
	Desk review deduction:		123,581		
	<b>ADJUSTED TOTAL CLIENT SPECIFIC COSTS</b>		<b>9,024,674</b>		
	Difference between Revised and Original Invoice		<b>(276,206)</b>		

Prepared by:

Expenditure info: Sharon Wilde

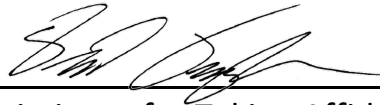
Caseload info: Suong Huynh

Date 30-Sep-16

Revised by: Sharon Wilde

Revised Date 2-May-16

This is **Exhibit "5B"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020



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A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)

**ALBERTA  
ADMINISTRATIVE REFORM AGREEMENT  
CHILD INTERVENTION  
APRIL 2016 TO MARCH 2017 FINAL INVOICE**

<b>IMAGIS CODE</b>	<b>DESCRIPTION</b>	<b>ACTUAL</b>	<b>BILLABLE PROGRAM</b>	<b>NET BILLABLE</b>	<b>NON BILLABLE - PROGRAM</b>
<b>A) PROGRAM COSTS</b>					
00038	Intake Staffing Resources *	54,504,543	100%	54,504,543	
00039	Family Support	38,243,609	0%	0	(REF) Expenditures
00041	Support for Permamency	56,781,247	100%	56,781,247	
00042	Specified Permamency Placements	4,286,226	100%	4,286,226	
00043	Foster Kinship Care Res	18,149,443	100%	18,149,443	
00044	Foster Care Service	72,062,189	0%	0	(REF) Expenditures
00045	Agency Foster Care	48,134,658	0%	0	(REF) Expenditures
00047	Supported Indep.Living Service	18,071,905	0%	0	(REF) Expenditures
00048	Group Care	60,473,869	0%	0	(REF) Expenditures
00050	Treatment Care.	44,424,114	0%	0	(REF) Expenditures
00052	Exception Placement.	10,250,294	0%	0	(REF) Expenditures
00087	CYSP Client Services	3,377,479	100%	3,377,479	
00110	Protect of Chldrn invld in Pro *	3,268,921	100%	3,268,921	
00112	Protect of Chldrn invld Prosttn Resources*	2,285,950	100%	2,285,950	
00231	PROT - Kinship Care Resources	27,848,533	0%	0	(REF) Expenditures
00247	Youth Shelter	3,837,045	100%	3,837,045	
00329	Intake & Investigation Service	6,987,797	100%	6,987,797	
00355	Mentoring For Parents - Srvs	11,606,458	100%	11,606,458	
00356	Parenting Education Skills	6,762,620	100%	6,762,620	
00378	Ci Direct Delivery-Staff Res	116,037,885	100%	116,037,885	
00380	PROT - Child of a Youth Expenditure	353,372	100%	353,372	
00417	ENH - Supporting Independent Living	4,376,133	0%	0	(REF) Expenditures
00426	ENH - Parental Care	14,912,173	0%	0	(REF) Expenditures
00430	Supts for Permanency Resources	3,097,935	100%	3,097,935	
00473	PROT - Securred Services	5,643,808	100%	5,643,808	
01301	AB Vuln Infant Resp Team Inits	742,120	100%	742,120	
01327	Enh Initial CI Services & Res	548	100%	548	
01467	Kin Care Agency Client Del	16,551,759	100%	16,551,759	
01469	Support & Fin Assistance Agrmt	22,167,121	100%	22,167,121	
02405	AB Resource Rebate	1,981	100%	1,981	
02407	Registered Educ Saving Plan	(478)	100%	(478)	
04601	Permamency Planing Adoptn. Services	1,732,089	100%	1,732,089	
04703	Adoption Services	1,036,138	100%	1,036,138	
04704	Post Adoption Services	701,671	100%	701,671	
	<b>TOTAL PROGRAM COSTS</b>	<b>678,711,155</b>		<b>339,913,676</b>	<b>(A)</b>

**B) DIRECT ADMINISTRATION**

00224	Aboriginal Community Supp Res	697,932	100%	697,932	
00325	Capacity Building Prog Del	599,677	100%	599,677	
00352	CI Non Direct Delivery Res	3,995,811	100%	3,995,811	
00371	Metis&Non-Status Bursary Prog	36,732,839	100%	36,732,839	



00372	Student Health Initiative	399,197	100%	399,197	
00378	Ci Direct Delivery-Staff Res	339,614	100%	339,614	
00430	Supts for Permanency Resources	2,160,000	100%	2,160,000	
02502	HR - LTDI	13,604,524	100%	13,604,524	
02615	ISIS Applications Supports	1,563,556	100%	1,563,556	
03063	CI Program Planning & Delivery	9,681,742	100%	9,681,742	
03066	HR - Child Intervention Serv	25,785,364	100%	25,785,364	
03094	Albertas Promise	682,423	100%	682,423	
03098	Child Interv Business Support	3,126,889	100%	3,126,889	
03201	Youth Engagement	192,766	100%	192,766	
03602	Social Care Facil Review Comm	149,972	100%	149,972	
04100	Fields Operations Liaison	4,373,381	100%	4,373,381	
04104	First Nations Liaison Unit	861,183	100%	861,183	
04201	Policy, Practise & Pgm Develop	4,061,229	100%	4,061,229	
04302	Monitoring & Measurement	1,254,738	100%	1,254,738	
04701	Child Intervent ProgPriorities	2,056,711	100%	2,056,711	
04800	Office of Statutory Director	1,716,966	100%	1,716,966	
	Accommodation (group homes)	4,925,887	100%	4,925,887	See report from Infrastructure
	Legal (related to child welfare)	7,847,000	100%	7,847,000	See Schedule 6 - Child Intervention
	Business Services	5,859,000	100%	5,859,000	See Schedule 6 - Child Intervention
	<b>TOTAL DIRECT ADMINISTRATION</b>	<b>132,668,401</b>		<b>132,668,401</b>	<b>(B)</b>

#### C) INDIRECT ADMINISTRATION

00001	Employee Engagement Fund	311,395	100%	311,395	
00010	CFS ADM's Office	1,907,244	100%	1,907,244	
00012	Appeals Secretariat	(288)	100%	(288)	
00313	Quality Improv and Evaluation	1,265,231	100%	1,265,231	
00336	Aboriginal Inits & Innovation	919,591	100%	919,591	
00362	Community Partnerships	473,474	100%	473,474	
00404	Tcom & Smll TI & Comn Corp Exp	522	100%	522	
00734	Alberta Supports	4,647,968	100%	4,647,968	
01700	Ministers Office SS	885,385	100%	885,385	
01701	Deputy Minister SS	1,034,441	100%	1,034,441	
01702	Corporate Serv SS	2,201,196	100%	2,201,196	
01703	Communications SS	1,721,269	100%	1,721,269	
01704	Policy & Planning	5,770,327	100%	5,770,327	
01705	Fin Serv SS	6,229,417	100%	6,229,417	
01706	Human Resources SS	7,501,066	100%	7,501,066	
01707	Info Tech Services SS	8,282,638	100%	8,282,638	
01860	PPL SS	4,565,304	100%	4,565,304	
02199	AB Supports Program Support	6,452,604	100%	6,452,604	
02300	Ministerial Correspondence	604,413	100%	604,413	
02502	HR - LTDI	3,310,482	100%	3,310,482	
02509	Training Resources	60,452	100%	60,452	
03066	HR - Child Intervention Serv	2,647,361	100%	2,647,361	
03067	HR - Regional Services	2,180,598	100%	2,180,598	
03068	ADMs Office API	621,486	100%	621,486	
03096	Strategic Initiat Coordination	1,331,704	100%	1,331,704	
03097	Community, Capacity and Planni	887,789	100%	887,789	

03099	Prog Info Eval & Perf	1,523,454	100%	1,523,454	
03601	Board Resources Development	991,036	100%	991,036	
01090	Financial Client Payments and Revenue	1,614,207	100%	1,614,207	
	Accommodation Costs (Offices)	2,576,000	100%	2,576,000	See Schedule 6 & 7 - Ministry Support Services
	Business Services	367,000	100%	367,000	See Schedule 6 & 7 - Ministry Support Services
	Legal Services	1,913,000	100%	1,913,000	See Schedule 6 & 7 - Ministry Support Services
	<b>TOTAL INDIRECT ADMINISTRATION</b>	<b>74,797,765</b>		<b>74,797,765</b>	<b>(C)</b>

#### D) PROGRAM COSTS

##### COSTS BASED ON AVERAGE COSTS

<u>Program Costs</u>	339,913,676	(A)	3,387	D-1
Service days for all children ( formerly Total Placement Months)	100,344	Ref (1)		
On-Reserve Caseload (total days/30 = total service months)			4,796	Ref (2) D-2
AVERAGE COST AMOUNT			16,246,372	D-1 x D-2
REF - PLACEMENT, EXPENDITURE COSTS			10,507,657	Ref (3)
TOTAL			<u>26,754,030</u>	(D)

#### E) TOTAL AGGREGATE PROGRAM COSTS

TOTAL MINISTRY COSTS	4,457,560,543		4,457,560,543	
LESS INDIRECT ADMINISTRATION	74,797,765		74,797,765	(C)
<b>TOTAL AGGREGATE PROGRAM COSTS</b>	<b>4,382,762,778</b>		<b>4,382,762,778</b>	

<u>TOTAL CHILD WELFARE PROGRAM COSTS</u>	678,711,155	15.49%	(E)
TOTAL AGGREGATE PROGRAM COSTS	4,382,762,778		

#### F) CASELOAD AMOUNT

<u>TOTAL ON-RESERVE CASELOAD</u>	4,796	4.78%	(F)
TOTAL CHILD WELFARE CASELOAD	100,344		

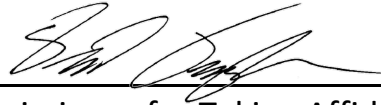
#### G) INVOICE AMOUNT

PROGRAM COSTS (D)	26,754,030
DIRECT ADMINISTRATION COSTS (B x F)	6,340,964
INDIRECT ADMINISTRATION COSTS (C*E%*F%)	553,622
<b>TOTAL INVOICE AMOUNT</b>	<b>33,648,615</b>

Prepared by: Sharon Wilde

Date September 2017

This is **Exhibit "5C"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020



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A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)

**ALBERTA  
ADMINISTRATIVE REFORM AGREEMENT  
CHILD INTERVENTION  
APRIL 2017 TO MARCH 2018 FINAL CLAIM**

IMAGIS CODE	DESCRIPTION	ACTUAL	BILLABLE PROGRA M	NET BILLABLE	NON BILLABLE - PROGRAM
<b>A) PROGRAM COSTS</b>					
00038	Intake Staffing Resources *	55,427,567	100%	55,427,567	
00039	Family Support	37,542,118	100%	0	(REF) Expenditures
00041	Support for Permamency	58,287,138	100%	58,287,138	
00042	Specified Permamency Placements	4,365,936	100%	4,365,936	
00043	Foster Kinship Care Res	19,163,268	100%	19,163,268	
00044	Foster Care Service	71,036,083	100%	0	(REF) Expenditures
00045	Agency Foster Care	47,743,633	100%	0	(REF) Expenditures
00047	Supported Indep.Living Service	18,274,478	100%	0	(REF) Expenditures
00048	Group Care	58,262,250	100%	0	(REF) Expenditures
00050	Treatment Care.	47,042,875	100%	0	(REF) Expenditures
00052	Exception Placement.	12,385,868	100%	0	(REF) Expenditures
00087	CYSP Client Services	3,272,772	100%	3,272,772	
00110	Protect of Chldrn invld in Pro *	3,390,525	100%	3,390,525	
00112	Protect of Chldrn invld Prosttn Resources*	2,201,979	100%	2,201,979	
00231	PROT - Kinship Care Resources	32,946,252	100%	0	(REF) Expenditures
00247	Youth Shelter	3,958,886	100%	3,958,886	
00329	Intake & Investigation Service	6,630,312	100%	6,630,312	
00355	Mentoring For Parents - Srvs	11,285,227	100%	11,285,227	
00356	Parenting Education Skills	6,762,616	100%	6,762,616	
00378	Ci Direct Delivery-Staff Res	121,755,924	100%	121,755,924	
00380	PROT - Child of a Youth Expenditure	456,529	100%	456,529	
00417	ENH - Supporting Independent Living	4,126,526	100%	0	(REF) Expenditures
00426	ENH - Parental Care	15,511,424	100%	0	(REF) Expenditures
00430	Supts for Permanency Resources	3,281,018	100%	3,281,018	
00473	PROT - Securred Services	5,996,149	100%	5,996,149	
01301	AB Vuln Infant Resp Team Inits	593,256	100%	593,256	
01327	Enh Initial CI Services & Res	453	100%	453	
01467	Kin Care Agency Client Del	17,217,317	100%	17,217,317	
01469	Support & Fin Assistance Agrmt	26,141,473	100%	26,141,473	
02405	AB Resource Rebate	1,484	100%	1,484	
02407	Registered Educ Saving Plan	6,236,195	100%	6,236,195	
04601	Permamency Planing Adoptn. Services	2,058,779	100%	2,058,779	
04703	Adoption Services	1,036,484	100%	1,036,484	
04704	Post Adoption Services	755,520	100%	755,520	
	<b>TOTAL PROGRAM COSTS</b>	<b>705,148,315</b>		<b>360,276,807</b>	<b>(A)</b>
<b>B) DIRECT ADMINISTRATION</b>					
00224	Aboriginal Community Supp Res	427,794	100%	427,794	
00325	Capacity Building Prog Del	132,072	100%	132,072	
00352	CI Non Direct Delivery Res	4,136,087	100%	4,136,087	
00371	Metis&Non-Status Bursary Prog	33,277,890	100%	33,277,890	
00372	Student Health Initiative	0	100%	0	
00378	Ci Direct Delivery-Staff Res	984,936	100%	984,936	
00430	Supts for Permanency Resources	2,000,176	100%	2,000,176	
02502	HR - LTDI	16,684,343	100%	16,684,343	
02615	ISIS Applications Supports	2,667,949	100%	2,667,949	
03063	CI Program Planning & Delivery	10,171,677	100%	10,171,677	
03066	HR - Child Intervention Serv	27,914,637	100%	27,914,637	
03094	Albertas Promise	578,101	100%	578,101	
03098	Child Interv Business Support	4,009,876	100%	4,009,876	
03201	Youth Engagement	48,040	100%	48,040	
03602	Social Care Facil Review Comm	0	100%	0	
04100	Fields Operations Liaison	4,182,725	100%	4,182,725	
04104	First Nations Liaison Unit	595,093	100%	595,093	
04201	Policy, Practise & Pgm Develop	4,463,100	100%	4,463,100	
04302	Monitoring & Measurement	1,287,153	100%	1,287,153	
04701	Child Intervent ProgPriorities	3,127,068	100%	3,127,068	
04800	Office of Statutory Director	2,004,515	100%	2,004,515	
	Accommodation (group homes)	5,355,207	100%	5,355,207	2017/18 Infrastructure Report
	Legal (related to child welfare)	7,526,000	100%	7,526,000	2017/18 SOP Amount
	Business Services	3,050,000	100%	3,050,000	2017/18 SOP Amount
	<b>TOTAL DIRECT ADMINISTRATION</b>	<b>134,624,440</b>		<b>134,624,440</b>	<b>(B)</b>
<b>C) INDIRECT ADMINISTRATION</b>					
00001	Employee Engagement Fund	209,701	100%	209,701	
00010	CFS ADM's Office	1,709,662	100%	1,709,662	
00012	Appeals Secretariat	14	100%	14	
00313	Quality Improv and Evaluation	588,295	100%	588,295	
00336	Aboriginal Inits & Innovation	625,130	100%	625,130	
00362	Community Partnerships	315,813	100%	315,813	
00404	Tcom & Sml TI & Comn Corp Exp	122,640	100%	122,640	
00734	Alberta Supports	32,999,426	100%	32,999,426	
01700	Ministers Office SS	1,671,703	100%	1,671,703	
01701	Deputy Minister SS	1,594,270	100%	1,594,270	
01702	Corporate Serv SS	2,468,751	100%	2,468,751	
01703	Communications SS	-	100%	-	
01704	Policy & Planning	4,188,627	100%	4,188,627	
01705	Fin Serv SS	6,464,327	100%	6,464,327	
01706	Human Resources SS	7,752,466	100%	7,752,466	
01707	Info Tech Services SS	9,595,248	100%	9,595,248	
01860	PPL SS	4,808,511	100%	4,808,511	
02199	AB Supports Program Support	4,340,432	100%	4,340,432	
02300	Ministerial Correspondence	908,404	100%	908,404	
02502	HR - LTDI	2,952,781	100%	2,952,781	

02509	Training Resources	59,823	100%	59,823	
03066	HR - Child Intervention Serv	2,412,266	100%	2,412,266	
03067	HR - Regional Services	2,123,338	100%	2,123,338	
03068	ADMs Office API	875,507	100%	875,507	
03096	Strategic Initiat Coordination	628,388	100%	628,388	
03097	Community, Capacity and Planni	744,087	100%	744,087	
03099	Prog Info Eval & Perf	1,670,082	100%	1,670,082	
03601	Board Resources Development	662,174	100%	662,174	
01090	Financial Client Payments and Revenue	1,452,045	100%	1,452,045	
	Accommodation Costs (Offices)	3,246,000	100%	3,246,000	2017/18 SOP Amount
	Business Services	397,000	100%	397,000	2017/18 SOP Amount
	Legal Services	1,090,000	100%	1,090,000	2017/18 SOP Amount
	<b>TOTAL INDIRECT ADMINISTRATION</b>	<b>98,676,911</b>		<b>98,676,911</b>	<b>(C)</b>

**D) PROGRAM COSTS**

**COSTS BASED ON AVERAGE COSTS**

Program Costs	360,276,807	(A)	3,516	D-1
Service days for all children ( formerly Total Placement Months)	102,462			
On-Reserve Caseload (total days/30 = total service months)			5,017	Ref (1) D-2
AVERAGE COST AMOUNT			17,640,772	D-1 x D-2
REF - PLACEMENT, EXPENDITURE COSTS			10,716,739	Ref (3)
TOTAL			28,357,511	(D)

**E) TOTAL AGGREGATE PROGRAM COSTS**

TOTAL MINISTRY COSTS	4,809,532,555		4,809,532,555	
LESS INDIRECT ADMINISTRATION	98,676,911		98,676,911	(C)
<b>TOTAL AGGREGATE PROGRAM COSTS</b>	<b>4,710,855,645</b>		<b>4,710,855,645</b>	

TOTAL CHILD WELFARE PROGRAM COSTS	705,148,315	14.97%	(E)
TOTAL AGGREGATE PROGRAM COSTS	4,710,855,645		

**F) CASELOAD AMOUNT**

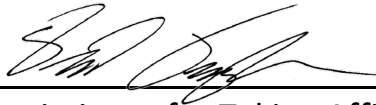
TOTAL ON-RESERVE CASELOAD	5,017	4.90%	(F)
TOTAL CHILD WELFARE CASELOAD	102,462		

**G) INVOICE AMOUNT**

PROGRAM COSTS (D)	28,357,511
DIRECT ADMINISTRATION COSTS (B x F)	6,591,818
INDIRECT ADMINISTRATION COSTS (Indirect*E%*F%)	723,232
<b>TOTAL INVOICE AMOUNT</b>	<b>35,672,560</b>

Prepared by: Sharon Wilde  
Date 07/15/20

This is **Exhibit "6A"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020



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A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)

## SERVICE AGREEMENT

Regarding the Funding of Child Protection Services of First Nations Children  
Ordinarily Resident on Reserve

THIS AGREEMENT commences on the 1<sup>st</sup> day of April, 2015  
BETWEEN:

THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Children  
and Family Development

("MCFD")

AND

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

("DIAND")

### 1.0 VISION

Governments working together in British Columbia to ensure that First Nation children, youth and their families live in strong, healthy families and sustainable communities where they are connected to their culture, language and traditions.

DIAND and MCFD will contribute to this vision through a strong focus on providing funding and effective services respectively, to achieve meaningful outcomes for vulnerable First Nations children, youth and their families ordinarily resident on reserve.

### 2.0 PREAMBLE

- 2.1 The Province of British Columbia has legislative authority with respect to the welfare and protection of children, pursuant to section 92(13) and 92(16) of the *Constitution Act, 1982*; and the Director of the Ministry of Children and Family Development is responsible for the administration of the *Child, Family and Community Service Act*, R.S.B.C. 1996, C.46.
- 2.2 The Department of Indian Affairs and Northern Development (DIAND) funds the costs of maintaining Eligible First Nation Children in placements out of the parental home. DIAND also pays for operational costs associated with providing child welfare services.
- 2.3 The objective of DIAND's First Nations Child and Family Services (FNCFS) program is to ensure the safety and well-being of First Nations children, youth and

1

their families ordinarily resident on reserve by supporting culturally appropriate prevention and protection services.

### 3.0 DEFINITIONS

- 3.1 For the purpose of this Service Agreement, the following words and phrases mean:
- 3.1.1 "Alternate care" means a child or family being supported with "out of care" options in accordance with provincial legislation and standards.
- 3.1.2 "Child in Care" means a child in a care placement out of the parental home in accordance with provincial legislation and standards.
- 3.1.3 "Child Protection Services" means a range of child welfare services funded by either the federal or provincial governments and includes those services set out in section 5.
- 3.1.4 "Costing Model" means the bilaterally developed costing methodology to be used to fund MCFD for providing child and family services to First Nations children, ordinarily resident on reserve.
- 3.1.5 "Eligible First Nation Child" means an Indian Child under the age of 19 who is registered or eligible to be registered as an Indian in accordance with the *Indian Act*.
- 3.1.6 "Fiscal Year" means the period of time from the 1<sup>st</sup> of April of a given year to the 31<sup>st</sup> of March of the following year.
- 3.1.7 "Funding Agreement" means the DIAND National Funding Agreement for Provinces and Territories which is a legally binding agreement containing the terms and conditions by which payment is made by DIAND to MCFD for the delivery of programs and services.
- 3.1.8 "Maintenance" means, for the purposes of DIAND funding, costs excluding any other support costs which are funded through the Operations costing model for eligible First Nation children placed out of the parental home or in alternate care placements.
- 3.1.9 "Ordinarily Resident on Reserve" means, for the purpose of providing FNCFS programs and services, that an individual client:
- o Lives at a civic address on reserve more than 50% of the time; or
  - o In the case of a child in joint custody, lives more than 50% of the time on reserve; or
  - o Stays on the reserve and has no usual home elsewhere; or



- o A student who is registered and attending a secondary or post-secondary education or training program and is receiving federal, band or Aboriginal organization education/training funding if he or she:
  - Maintains a residence on-reserve; or
  - Is a dependent of a family that maintains a residence on-reserve; or
  - Returns to live on-reserve with a parent, guardian, caregiver or maintainers during the year, even if the student lives elsewhere while attending school or working at a temporary job.

3.1.10 "Provincial legislation" means the *Child, Family and Community Service Act*, R.S.B.C. 1996, C.46, as amended from time to time.

#### 4.0 ROLES AND RESPONSIBILITIES

##### 4.1 DIAND Role

DIAND's role is to fund or reimburse, within its authorities, MCFD to deliver child welfare services to First Nations children and families ordinarily resident on reserve.

DIAND does not deliver Child and Family Services. All children are protected pursuant to provincial or territorial child welfare legislation. Child and Family Services are matters of provincial or territorial jurisdiction.

##### 4.2 MCFD Role

MCFD is responsible for providing direct child and family services in 84 First Nations communities without delegated FNCFS Agencies as well as for delivering services provided on behalf of the twenty-two fully or partially delegated agencies as needed.

MCFD is responsible for providing oversight of child welfare activities in the province of British Columbia.

MCFD is responsible for informing DIAND in a timely manner of any changes to delegation status of FNCFS Agencies, including the removal or change in level of delegation.

#### 5.0 SERVICES

5.1 DIAND refers to First Nation Child and Family Services as a program that provides funding to recipients to provide child protection and prevention services for the following distinct components: Development; Maintenance; and Operating costs of Agencies.

5.2 Maintenance funding covers expenditures related to maintaining a child in alternate care out of the parental home within DIAND authorities, and the costs of

foster care, group care and institutional care are reimbursed in accordance with the British Columbia provincial rate structure.

- 5.3 Operations funding is provided annually to funding recipients in the form of a fixed transfer payment to deliver comprehensive (prevention and protection) child and family services, and covers all activities that support the service delivery of child and family services not covered by maintenance and development funding.
- 5.4 The Province of British Columbia refers to Children and Family Development services as a continuum of programs, services and initiatives which support children, youth and families in communities throughout the province. MCFD is responsible for family development and support services, prevention, early childhood development, services for children and youth with special needs and their families, child care, child protection, residential, foster and alternative care options, adoption for children and youth permanently in care, community child and youth mental health services, programs for at-risk or sexually exploited youth, and community youth justice services.
- 5.5 Recognizing the Province of British Columbia refers to children and family development services as a 'continuum' and that other federal departments provide funding for components of this continuum, further work will be required to clarify provincial services to establish funding requirements within DIAND authorities to implement the Enhanced Prevention Focused Approach in British Columbia.
- 6.0 **ELIGIBILITY**
- 6.1 MCFD shall submit to DIAND a notice of admission into care for each child considered by MCFD to be an Eligible First Nation Child. Such notice shall include all the information necessary for DIAND to determine and confirm if the child is an Eligible First Nation Child.
- 6.2 DIAND shall determine whether a Child in Care is registered, or is entitled to be registered as an Indian under the terms of the *Indian Act*, and notify MCFD once confirmed.
- 6.3 If, pursuant to Sections 4.3 and 4.4 of the *Indian Act*, DIAND determines that a child is not registered as an Indian, but such child is entitled to be registered as an Indian, the Province of British Columbia may submit the required forms in use by DIAND for the registration of such child as an Indian.
- 6.4 In addition to Section 11 of the Funding Agreement, DIAND and MCFD shall endeavor to resolve all disputes within a six month period.
- 6.5 DIAND will only pay Maintenance costs (CABIT) for children where a Notice of Admission is received and confirmed with DIAND.

## 7.0 COSTING MODEL

- 7.1 Funding shall be provided in accordance with the bilaterally agreed upon costing model attached as Appendix A.
- 7.2 For the 2015-2016 fiscal year, DIAND commits to provide MCFD with \$29.1M comprising of: Operations (\$15M); Maintenance (\$9.2M); Transitional Funding (\$4.5M)<sup>1</sup>; and an Escalator (\$0.4M).
- 7.3 Maintenance costs will be reimbursed based on actual expenditures. Should expenditures exceed the \$9.2M identified in this service agreement, DIAND will reimburse actual expenditures for Maintenance within DIAND authorities. Should maintenance costs not exceed \$9.2M as outlined in this service agreement, MCFD can use the funds to off-set other child welfare expenditures (i.e. prevention, operations, transitions) for eligible First Nations children.
- 7.4 MCFD agrees not to increase maintenance costs in 2015-2016 through an attribution exercise of purchased service expenditures.
- 7.5 DIAND acknowledges this one year Service Agreement is the first step in transitioning to a new funding arrangement with MCFD and recognizes further steps will be undertaken as we move forward with the implementation of the Enhanced Prevention Focused Approach.
- 7.6 DIAND acknowledges the results of the MCFD costing exercise using 2010-2011 MCFD Costs for delivering child protection, family supports, special needs and CIC services on reserve (attached at Appendix B). DIAND and MCFD have agreed to continue to collaborate on the articulation of costs.

## 8.0 ADMINISTRATION AND INFORMATION SHARING

- 8.1 This Service Agreement will be appended to the signed Funding Agreement.
- 8.2 All reports, financial projections and final billings will be exchanged electronically where possible and use CABIT for actual expenditures to meet the reporting requirements of DIAND.
- 8.3 MCFD shall provide quarterly updated forecasts for Maintenance (actual expenditures associated with maintaining a child out of the parental home) no later than:

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<sup>1</sup> Review of past billings prior to 2015/16 fiscal year will be addressed through a separate reconciliation process agreed to by both Parties.

- 8.3.1 August 15 projections for the year beginning April 1;
- 8.3.2 September 30 actual expenditures for the quarter ending June 30;
- 8.3.3 December 31 actual expenditures for the quarter ending September 30;
- 8.3.4 March 31 actual expenditures for the quarter ending December 31; and
- 8.3.5 Expenditure projections due April 15 for the quarter and year ending March 31.
- 8.3.6 Final bill due June 30, for the year ending March 31.

(a) Final adjustment billing June 30, for the previous fiscal year ending March 31.

- 8.4 The schedule of payment that will be included in the Funding Agreement is subject to:
- i) appropriation of funds by the Parliament of Canada for the fiscal year in which the payment is to be made;
  - ii) Treasury Board of Canada changing or terminating the program through which the funding is being provided;
  - iii) the Minister presiding over the responsible department changing or terminating the program through which the funding is being provided; or,
  - iv) the Parliament of Canada changing the funding levels of the responsible department for the fiscal year in which the funding was to be provided;

Accordingly, DIAND will release payments to MCFD as follows:

- a. On a monthly basis based on the forecasts provided and the final projections, as per the above schedule.
  - b. Pursuant to Section 3.4 of the Funding Agreement regarding final release.
- 8.5 Upon written request by DIAND, MCFD will provide information pertaining to a First Nation child in care or alternate care, subject to privacy legislation requirements, and if it is in the best interest of the child as defined by provincial legislation and standards.

## 9.0 MONITORING, ASSESSMENT AND EVALUATION

- 9.1 MCFD will share with DIAND available information with regards to financial compliance oversight of its child welfare services to First Nation children

ordinarily resident on reserve, as well as records with regards to performance outcomes for communities served. DIAND will share with MCFD records with regards to compliance activities conducted on MCFD, based on risk, according to standard procedures of the Department.

- 9.2 In addition to Section 13.5 of the Funding Agreement, DIAND may at any time during the term of this Service Agreement, carry out one or more audits or evaluations of the effectiveness of any or all of the programs, services and activities funded under this Service Agreement or of the management practices of MCFD in relation to the funding provided under the costing model. DIAND will share these results with MCFD.

#### 10.0 PROGRAM REVIEWING AND PLANNING

- 10.1 DIAND and MCFD agree to meet on a regular basis to discuss the delivery of programs and services provided to First Nation children ordinarily resident on reserve. Agreement will be sought on changes to practices or program delivery as needed.

#### 11 GENERAL

- 11.1 Any notice, payment or information to be given to one of the parties may be sent, marked "PROTECTED", to the following addresses or fax numbers:

**To the Province:**  
Ministry of Children and Families  
PO Box 9760 STN PROV GOVT  
Victoria, BC V8W 9S4

**To the Department of Indian Affairs and Northern Development:**  
600 - 1138 Melville Street  
Vancouver, BC V6E 4S3  
Phone: (604) 666-4881  
Fax: (604) 666-2046

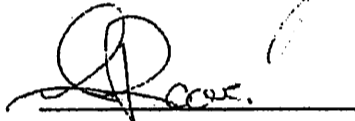
- 11.2 The term of this Service Agreement will end March 31, 2016.
- 11.3 The Service Agreement will be subject to review and possible adjustment under the following circumstances:
- Reductions in costing as FNCFS agencies increase in level of delegation; and
  - Formalization of the Enhanced Prevention Focused Approach

11.4 This Service Agreement may be amended or modified with the written consent of the parties.

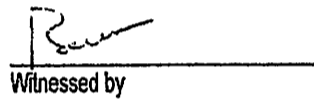
11.5 This Service Agreement will be in effect during the term of the Funding Agreement to which it is annexed, or until a date has been established that is mutually agreeable to the parties and that date is no earlier than 180 days prior to fiscal year end.

Witness that the parties have executed this Service Agreement:

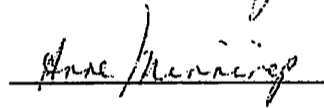
Signed this 21 day of January, 2016



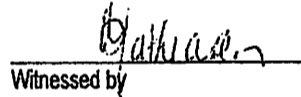
Allyson Rowe, A/Regional Director General  
Department of Indian Affairs and Northern Development

  
Witnessed by

Signed this 21 day of January, 2016



Anne Minnings, A/Executive Financial Officer  
Ministry of Children and Family Development  
Telephone 250-356-2954  
Fax 250 356-2899

  
Witnessed by

Appendix A

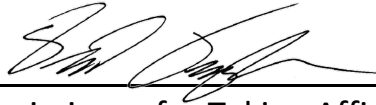
Formula for Funding MCFD for Child Welfare Services Provided On-Reserve 2015-16

Line Item	FTE's	MCFD Total (M)	Methodology <sup>1</sup>	Total (M)
Full Time Employees				
Direct and Program Services (5.4%)	96.6	115.6	5.4%	\$6.2
Indirect Services (5.4% of 58%)	34.0	57.6	5.4%	\$1.8
Employee Benefits	130.6	8.1	24.0%	\$1.9
<b>Total FTE's Cost</b>				<b>\$9.9</b>
<b>Total Occupancy Costs</b>	<b>130.6</b>		<b>\$9200/FTE</b>	<b>\$1.2</b>
<b>O &amp; M</b>				
O & M	130.6		\$6,837/FTE	\$ .9
Amortization	130.6		\$1,844/FTE	\$ .2
Travel	130.6		\$1,556/FTE	\$ .2
Training	130.6		\$1,550/FTE	\$ .2
Vehicle Operating	130.6		\$483/FTE	\$ .1
IT Services	130.6		\$4,522/FTE	\$ .6
Legal	130.6		\$3242/FTE	\$ .4
<b>Total O &amp; M Cost</b>				<b>\$2.5</b>
<b>Total Cost of Purchased Services (Operations)</b>		<b>25.7</b>	<b>5.4%</b>	<b>\$1.4</b>
<b>Total Operations</b>				<b>\$15.0</b>
<b>Transition Funding</b>				<b>\$4.5</b>
<b>[2% Escalator that was applied in 2014/15]</b>				<b>\$ .4</b>
<b>Total Maintenance Attributable to a Child</b>				<b>\$9.2</b>
<b>Total Funding FY 2015/16</b>				<b>\$29.1<sup>2</sup></b>

<sup>1</sup> The methodology used to determine the allocation (5.4% of total expenditures) is based on the activity based costing information provided by MCFD.

<sup>2</sup> AANDC and MCFD will reconcile all outstanding billings for the prior periods up to March 31, 2015.

This is **Exhibit "6B"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020



---

A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)



**SCHEDULE "DIAND-3"**

**PROGRAM, SERVICE AND ACTIVITY DELIVERY REQUIREMENTS AND ADJUSTMENT FACTORS**

PROGRAM/SERVICE/ ACTIVITY	DELIVERY REQUIREMENTS
First Nation Child and Family Services	The Province shall administer the First Nations Child and Family Services Program in accordance with Provincial or Territorial legislation, as well as DIAND's <i>Social Programs - National Manual</i> and any other current approved program documentation issued by DIAND and as amended from time to time.

**ANNEX 'A'**

**SERVICE AGREEMENT**

**Regarding the Funding of Child Protection Services of First Nations Children Ordinarily Resident on Reserve**

**1.0 VISION**

Governments working together in British Columbia to ensure that First Nation children, youth and their families live in strong, healthy families and sustainable communities where they are connected to their culture, language and traditions.

Canada and the Province will contribute to this vision through a strong focus on providing funding and effective services respectively, to achieve meaningful outcomes for vulnerable First Nations children, youth and their families ordinarily resident on reserve.

**2.0 PREAMBLE**

- 2.1 The Province of British Columbia has legislative authority with respect to the welfare and protection of children, pursuant to section 92(13) and 92(16) of the *Constitution Act, 1982*; and the Director of the Ministry of Children and Family Development is responsible for the administration of the *Child, Family and Community Service Act, R.S.B.C. 1996, C.46*.
- 2.2 The Department of Indian Affairs and Northern Development (Canada) funds the costs of maintaining Eligible First Nation Children in placements out of the parental home. Canada also pays for operational costs associated with providing child welfare services.
- 2.3 The objective of Canada's First Nations Child and Family Services (FNCFS) program is to ensure the safety and well-being of First Nations children, youth and their families ordinarily resident on reserve by supporting culturally appropriate prevention and protection services.

**3.0 DEFINITIONS**

- 3.1 For the purpose of this Service Agreement, the following words and phrases mean:
  - 3.1.1 'Alternate care' means a child or family being supported with 'out of care' options in accordance with provincial legislation and standards.
  - 3.1.2 'Child in Care' means a child in a care placement out of the parental home in accordance with provincial legislation and standards.
  - 3.1.3 'Child Protection Services' means a range of child welfare services funded by either the federal or provincial governments and includes those services set out in section 5.
  - 3.1.4 'Costing Model' means the bilaterally developed costing methodology to be used to fund the Province for providing child and family services to First Nations children, ordinarily resident on reserve.
  - 3.1.5 'Eligible First Nation Child' means an Indian Child under the age of 19 who is registered or eligible to be registered as an Indian in accordance with the *Indian Act*.
  - 3.1.6 'Fiscal Year' means the period of time from the 1<sup>st</sup> of April of a given year to the 31<sup>st</sup> of March of the following year.

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- 3.1.7 'Funding Agreement' means Canada's National Funding Agreement for Provinces and Territories which is a legally binding agreement containing the terms and conditions by which payment is made by Canada to the Province for the delivery of programs and services.
- 3.1.8 'Maintenance' means, for the purposes of Canada's funding, costs excluding any other support costs which are funded through the Operations costing model for eligible First Nation children placed out of the parental home or in alternate care placements.
- 3.1.9 'Ordinarily Resident on Reserve' means, for the purpose of providing FNCFS programs and services, that an individual client:
- o Lives at a civic address on reserve more than 50% of the time; or
  - o In the case of a child in joint custody, lives more than 50% of the time on reserve; or
  - o Stays on the reserve and has no usual home elsewhere; or
  - o A student who is registered and attending a secondary or post-secondary education or training program and is receiving federal, band or Aboriginal organization education/training funding if he or she:
    - Maintains a residence on-reserve; or
    - Is a dependent of a family that maintains a residence on-reserve; or
    - Returns to live on-reserve with a parent, guardian, caregiver or maintainers during the year, even if the student lives elsewhere while attending school or working at a temporary job.
- 3.1.10 'Provincial legislation' means the *Child, Family and Community Service Act*, R.S.B.C. 1996, C.46, as amended from time to time.

#### 4.0 ROLES AND RESPONSIBILITIES

##### 4.1 CANADA's Role

Canada's role is to fund or reimburse, within its authorities, the Province to deliver child welfare services to First Nations children and families ordinarily resident on reserve.

Canada does not deliver Child and Family Services. All children are protected pursuant to provincial or territorial child welfare legislation. Child and Family Services are matters of provincial or territorial jurisdiction.

##### 4.2 PROVINCE's Role

The Province is responsible for providing direct child and family services in 84 First Nations communities without delegated FNCFS Agencies as well as for delivering services provided on behalf of the twenty fully or partially delegated agencies as needed.

The Ministry of Children and Family Development is responsible for providing oversight of child welfare activities in the Province of British Columbia.

The Province is responsible for informing Canada in a timely manner of any changes to delegation status of FNCFS Agencies, including the removal or change in level of delegation.

#### 5.0 SERVICES

- 5.1 Canada refers to First Nation Child and Family Services as a program that provides funding to recipients to provide child protection and prevention services for the following distinct components: Development, Maintenance; and Operating costs of Agencies.
- 5.2 Maintenance funding covers expenditures related to maintaining a child in alternate care out of the parental home within Canada's authorities, and the costs of foster care, group care and institutional care are reimbursed in accordance with the British Columbia provincial rate structure.
- 5.3 Operations funding is provided annually to funding recipients in the form of a fixed transfer payment to deliver comprehensive (prevention and protection) child and family services, and covers all activities that support the service delivery of child and family services not covered by maintenance and development funding.
- 5.4 The Province of British Columbia refers to Children and Family Development services as a continuum of programs, services and initiatives which support children, youth and families in communities throughout the Province. The Province is responsible for family development and support services, prevention, early childhood development, services for children and youth with special needs and their families, child care, child protection, residential, foster and alternative care options, adoption for children and youth permanently in care, community child and youth mental health services, programs for at-risk or sexually exploited youth, and community youth justice services.
- 5.5 Recognizing the Province of British Columbia refers to children and family development services as a 'continuum' and that other federal departments provide funding for components of this continuum, further work will be required to clarify provincial services to establish funding requirements within Canada's authorities.

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**6.0 ELIGIBILITY**

- 6.1 The Province shall submit to Canada a notice of admission into care for each child considered by Province to be an Eligible First Nation Child. Such notice shall include all the information necessary for Canada to determine and confirm if the child is an Eligible First Nation Child.
- 6.2 Canada shall determine whether a Child in Care is registered, or is entitled to be registered as an Indian under the terms of the *Indian Act*, and notify the Province once confirmed.
- 6.3 If, pursuant to Sections 4.3 and 4.4 of the *Indian Act*, Canada determines that a child is not registered as an Indian, but such child is entitled to be registered as an Indian, the Province of British Columbia may submit the required forms in use by Canada for the registration of such child as an Indian.
- 6.4 In addition to Section 11 of the Funding Agreement, Canada and the Province shall endeavor to resolve all disputes within a six month period.
- 6.5 Canada will only pay Maintenance costs (CABIT) for children where a Notice of Admission is received and confirmed with Canada.

**7.0 COSTING MODEL**

- 7.1 Funding shall be provided in accordance with the bilaterally agreed upon costing model attached as Appendix A.
- 7.2 For the 2016-2017 fiscal year, Canada commits to provide the Province with \$29.1M comprising of: Operations (\$15M); Maintenance (\$9.2M); Transitional Funding (\$4.5M)[1]; and an Escalator (\$0.4M).
- 7.3 Maintenance costs will be reimbursed based on actual expenditures. Should expenditures exceed the \$9.2M identified in this service agreement, Canada will reimburse actual expenditures for Maintenance within Canada's authorities. Should maintenance costs not exceed \$9.2M as outlined in this service agreement, the Province can use the funds to off-set other child welfare expenditures (i.e. prevention, operations, transitions) for eligible First Nations children.
- 7.4 The Province agrees not to increase maintenance costs in 2016-2017 through an attribution exercise of purchased service expenditures.
- 7.5 Canada acknowledges this one year Service Agreement is the first step in transitioning to a new funding arrangement with the Province.
- 7.6 Canada acknowledges the results of the Province's costing exercise using 2010-2011 Provincial Costs for delivering child protection, family supports, special needs and CIC services on reserve. Canada and the Province have agreed to continue to collaborate on the articulation of costs.

**8.0 ADMINISTRATION AND INFORMATION SHARING**

- 8.1 This Service Agreement will be appended to the signed Funding Agreement.
- 8.2 All reports, financial projections and final billings will be exchanged electronically where possible and use CABIT for actual expenditures to meet the reporting requirements of Canada.
- 8.3 The Province shall provide quarterly updated forecasts for Maintenance (actual expenditures associated with maintaining a child out of the parental home) no later than:
  - 8.3.1 August 15 projections for the year beginning April 1;
  - 8.3.2 September 30 actual expenditures for the quarter ending June 30;
  - 8.3.3 December 31 actual expenditures for the quarter ending September 30;
  - 8.3.4 March 31 actual expenditures for the quarter ending December 31; and
  - 8.3.5 Expenditure projections due April 15 for the quarter and year ending March 31;
  - 8.3.6 Final bill due June 30, for the year ending March 31.
    - (a) Final adjustment billing June 30, for the previous fiscal year ending March 31.
- 8.4 The schedule of payment that will be included in the Funding Agreement is subject to:
  - i) appropriation of funds by the Parliament of Canada for the fiscal year in which the payment is to be made;

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- ii) Treasury Board of Canada changing or terminating the program through which the funding is being provided;
- iii) the Minister presiding over the responsible department changing or terminating the program through which the funding is being provided; or,
- iv) the Parliament of Canada changing the funding levels of the responsible department for the fiscal year in which the funding was to be provided;

Accordingly, Canada will release payments to the Province as follows:

- a. On a monthly basis based on the forecasts provided and the final projections, as per the above schedule.
  - b. Pursuant to Section 3.4 of the Funding Agreement regarding final release.
- 8.5 Upon written request by Canada, the Province will provide information pertaining to a First Nation child in care or alternate care, subject to privacy legislation requirements, and if it is in the best interest of the child as defined by provincial legislation and standards.

#### 9.0 MONITORING, ASSESSMENT AND EVALUATION

- 9.1 The Province will share with Canada available information with regards to financial compliance oversight of its child welfare services to First Nation children ordinarily resident on reserve, as well as records with regards to performance outcomes for communities served. Canada will share with the Province records with regards to compliance activities conducted on the Province, based on risk, according to standard procedures of the Department.
- 9.2 In addition to Section 13.5 of the Funding Agreement, Canada may at any time during the term of this Service Agreement, carry out one or more audits or evaluations of the effectiveness of any or all of the programs, services and activities funded under this Service Agreement or of the management practices of Province in relation to the funding provided under the costing model. Canada will share these results with the Province.

#### 10.0 PROGRAM REVIEWING AND PLANNING

- 10.1 Canada and the Province agree to meet on a regular basis to discuss the delivery of programs and services provided to First Nation children ordinarily resident on reserve. Agreement will be sought on changes to practices or program delivery as needed.

#### 11 GENERAL

- 11.1 Any notice, payment or information to be given to one of the parties may be sent, marked 'PROTECTED', to the following addresses or fax numbers:

**To the Province:**  
Ministry of Children and Families  
PO Box 9760 STN PROV GOVT  
Victoria, BC V8W 9S4

**To the Department of Indian Affairs and Northern Development:**  
600 - 1138 Melville Street  
Vancouver, BC V6E 4S3  
Phone: (604) 666-4891  
Fax: (604) 666-2046

- 11.2 The term of this Service Agreement will end March 31, 2017.

- 11.3 The Service Agreement will be subject to review and possible adjustment under the following circumstances:  
• Reductions in costing as FNCFS agencies increase in level of delegation; and

- 11.4 This Service Agreement may be amended or modified with the written consent of the parties.

- 11.5 This Service Agreement will be in effect during the term of the Funding Agreement to which it is annexed, or until a date has been established that is mutually agreeable to the parties and that date is no earlier than 180 days prior to fiscal year end.

Appendix A (table)

Formula for Funding PROVINCE for Child Welfare Services Provided On-Reserve 2016-2017

Line Item	FTE's	PROVINCE Total (M)	Methodology <sup>III</sup>	Total (M)
<b>Full Time Employees</b>				
Direct and Program Services (5.4%)	96.6	115.6	5.4%	\$6.2
Indirect Services (5.4% of 58%)	34.0	57.6	5.4%	\$1.8
Employee Benefits	130.6	8.1	24.0%	\$1.9
<b>Total FTE's Cost</b>				<b>\$9.9</b>
<b>Total Occupancy Costs</b>	<b>130.6</b>		<b>\$9200/FTE</b>	<b>\$1.2</b>
<b>O &amp; M</b>				
O & M	130.6		\$6,837/FTE	\$9
Amortization	130.6		\$1,844/FTE	\$2
Travel	130.6		\$1,556/FTE	\$2
Training	130.6		\$1,550/FTE	\$2
Vehicle Operating	130.6		\$483/FTE	\$1
IT Services	130.6		\$4,522/FTE	\$6
Legal	130.6		\$3242/FTE	\$4
<b>Total O &amp; M Cost</b>				<b>\$2.5</b>
<b>Total Cost of Purchased Services (Operations)</b>		<b>25.7</b>	<b>5.4%</b>	<b>\$1.4</b>
<b>Total Operations</b>				<b>\$15.0</b>
<b>Transition Funding</b>				<b>\$4.5</b>
[2% Escalator that was applied in 2014/15]				\$4
<b>Total Maintenance Attributable to a Child</b>				<b>\$9.2</b>
<b>Total Funding FY 2016/17</b>				<b>\$29.1<sup>III</sup></b>

I] Review of past billings prior to 2016/17 fiscal year will be addressed through a separate reconciliation process agreed to by both Parties.

III The methodology used to determine the allocation (5.4% of total expenditures) is based on the activity based costing information provided by MCFD.

III] AANDC and MCFD will reconcile all outstanding billings for the prior periods up to March 31, 2017.

Annex 'B'

SERVICE AGREEMENT

Regarding the Department of Indian Affairs and Northern Development's Children Out of the Parental Home (COPH) program and the administration of the consolidated criminal record check process and the prior child protection contact check process by the Ministry of Children and Family Development

PREAMBLE:

- A. The Province is responsible and accountable to the Legislative Assembly for the Child in the Home of a Relative program operated under the authority of the *Employment and Assistance Act*, S.B.C. 2002, ch. 40. (the 'EAA').
- B. Canada, through DIAND's Social Development Program, has assumed responsibility for funding the Children Out of the Parental Home ('COPH') program, a 'grandparented' federal program comparable to the Province's Child in the Home of a Relative ('CIHR') program through which assistance is provided to eligible Indian persons and non-Indian persons ordinarily resident on-reserve in British Columbia. [COPH stopped accepting new applications effective 31 March 2012.]

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- C. First Nation Administering Authorities are authorized, through funding agreements with Canada, to administer the COPH program in accordance with DIAND's Social Development Policy and Procedures Manual, BC Region, Volume 1 Income Assistance Program, Chapter 6 'Grandparented' Children Out of the Parental Home (COPH).
- D. Effective December 1, 2007, regulations were introduced to the EAA that required relatives applying for the CIHR program and all other persons 18 years of age or older in the home to consent to a screening process consisting of a criminal record check and a prior contact check to identify previous or current contact regarding child protection concerns under the Child, Family and Community Service Act, R.S.B.C. 1996, ch.46 (the 'CFCSA').
- E. Effective January 2010, eligibility for DIAND's COPH program requires that relatives and all other persons 18 years of age or older in the home to consent to a criminal record check and a prior contact check to identify previous or current contact regarding child protection concerns under the CFCSA.
- F. Effective September 1, 2011, the Province expanded the screening process for families participating in the CIHR program to include those families accepted prior to December 2007, who were not previously screened. In addition, the Province initiated a more comprehensive consolidated criminal record check process ('CRC') that includes a review of seven available Canadian and British Columbia criminal record databases.
- G. Neither Canada, nor First Nation Administering Authorities have the expertise to conduct CRCs or PCCs.
- H. The Province, through its MCFD social workers have the necessary skills and abilities to conduct the PCCs.
- I. The Province, through its Ministry of Justice has the ability to conduct the CRCs.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1.0 DEFINITIONS**

'Band Council' means 'council of the band', within the meaning of the *Indian Act*.

'CFCSA' means the *Child, Family and Community Service Act*, R.S.B.C. 1996, 46.

'CIHR' means MCFD's Child in the Home of a Relative program.

'COPH' means DIAND's Children Out of the Parental Home funding program intended to assist in meeting the basic needs of a child out of the parental home on-reserve, when the parents of the child are unable to care for or provide financial maintenance for their child.

'COPH Recipient' means an adult relative in receipt of COPH assistance on behalf of a child in the home of a relative.

'CRC' means the comprehensive criminal record check process which includes the review of the databases set out in Appendix 1 of this Service Delivery Agreement.

'DIAND' means the Department of Indian Affairs and Northern Development, and is also known as Indigenous and Northern Affairs Canada (INAC).

'EAA' means the *Employment and Assistance Act*, S.B.C. 2002, ch. 40 and *Regulations*.

'Enhanced Screening Check Process' means, with respect to the COPH program:

- a. the conduct of CRCs and PCCs by MCFD;
- b. the assessment of the information obtained from the CRCs and PCCs by MCFD to determine if there is a level of risk to the child in the relative's home that compromises the home as an appropriate place for the child to reside; and
- c. the reporting of findings by MCFD to the respective First Nation Administering Authority or MCFD or a FNCFS Agency.

'Enhanced Screening Consent for Children Out of the Parental Home Form' means the form specified by Canada for the purpose of obtaining consent to the CRCs and PCCs on all persons 18 years of age or older living in the home where a COPH child resides.

'First Nation Administering Authority' means a Band Council or Tribal Council, and their respective employees, including Band Social Development Workers (BSDWs), responsible for administration of the COPH program on-reserve in British Columbia.

'FNCFS Agency' means a First Nations child and family service provider that has staff who have delegated authority from a Director pursuant to s. 92 of the *CFCSA*.

'Funding Agreement' means the 'Agreement' as defined in Section 1.1.1 of the 2016-17 Provincial and Territorial Government National Funding Agreement Model (British Columbia version) to which this Annex is attached

'Indian Act' means the *Indian Act*, R.S.C. 1985, c. I-5.

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'MCFD' means the Province's Ministry of Children and Family Development and includes any persons or entities delegated pursuant to Section 34 of the *EAA* to administer CRCs and PCCs pursuant to Sections 6(2.1) (d) and (e) and 34.1(1) of the *Employment and Assistance Regulations*.

'PCC' means the MCFD prior contact check which is a review of MCFD's child protection database to determine whether the person signing the Enhanced Screening Consent for Children Out of the Parental Home Form has had prior contact with MCFD in relation to child protection matters.

'Tribal Council' means a grouping of bands, as defined within the *Indian Act*, with common interests who voluntarily join together to provide advisory and/or program services to member bands.

## 2.0 PURPOSE

### 2.1

The purpose of this service delivery agreement is to confirm the terms upon which the Province will provide CRC and PCC services to Canada for the COPH program, for the purpose of determining applicant eligibility for COPH assistance.

### 2.2

This service delivery agreement provides for an Enhanced Screening Check Process for the COPH program utilizing CRC and PCC services and replaces the previous service delivery agreement between the Province and Canada in effect from June 1, 2014 to March 31, 2016.

### 2.3

This service delivery agreement is not intended to be legally binding or to create legally enforceable rights between the parties.

## 3.0 AGREEMENT OF THE PARTIES<sup>[1]</sup>

The parties agree that the Province, through MCFD, shall provide CRC and PCC services for the COPH program and Canada shall provide funding to the Province for those services in accordance with the terms and conditions of the Funding Agreement between Canada and the Province commencing April 1, 2016 and expiring on March 31, 2026<sup>[2]</sup> signed by the Minister of Children and Family Development and on behalf of the Minister of Indian Affairs and Northern Development.

### 3.1 Provision of Services

#### 3.1.1

Upon receipt of Enhanced Screening Consent for Children Out of the Parental Home Forms from a First Nation Administering Authority, MCFD shall complete an Enhanced Screening Check Process for the persons to whom the Enhanced Screening Consent for Children Out of the Parental Home Forms relate.

#### 3.1.2

For greater certainty, First Nation Administering Authorities are authorized to disclose the information contained in the Enhanced Screening Consent for Children Out of the Parental Home Forms to MCFD by the written consent of each person to whom the Enhanced Screening Consent for Children Out of the Parental Home Form relates.

#### 3.1.3

For the purpose of the Enhanced Screening Check Process, any of the following information is considered a relevant indicator that the child may be at risk in the relative's home:

- a. a substantiated report pursuant to Section 14 of the *CFCSA* that has resulted in a current removal, an interim, temporary or continuing custody order, or a supervision order;
- b. a closed protection file where risks were not mitigated (e.g. family moves before investigation can be completed);
- c. an open child protection investigation and the social worker with conduct of the case believes there is evidence of risk to a child in the home that compromises the home as an appropriate place for the child;
- d. an open protective family service file and the social worker with conduct of the case believes there is evidence of risk to a child in the home that compromises the home as an appropriate place for the child; or
- e. a relevant offence, as defined by the *Criminal Record Review Act*, R.S.B.C. 1996, ch. 86.

#### 3.1.4

- a. The Province has a 30 day service standard to conduct and review the CRCs and PCCs.
- b. The Province shall endeavor to make all determinations of risk to a child in the relative's home on a timely basis.

#### 3.1.5

If upon assessment of the CRCs and PCCs, MCFD determines that the child may be at risk in the relative's home, MCFD will issue a child protection report pursuant to s. 14 of the *CFCSA* to the appropriate MCFD office or delegated social worker at a FNCFS Agency. The MCFD office or FNCFS Agency delegated social worker is required by s. 16 of the *CFCSA* to conduct an assessment and to take appropriate action to ensure the safety of the child.

#### 3.1.6

MCFD will report to the First Nation Administering Authority's Band Social Development Worker one of two findings as a result of the Enhanced Screening Check Process. These are:

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- a. 'there is no evidence of risk. Benefits to the family should continue'; or
- b. 'risk determination is not possible: the child is not residing with the COPH care provider'.

**3.1.7**

For greater certainty, information collected by the Province, through MCFD pursuant to the Enhanced Screening Check Process is in the custody and control of the Province.

**3.1.8**

Further and for greater certainty, information collected by a First Nation Administering Authority pursuant to the administration of the COPH program is in the custody and control of the First Nation Administering Authority.

**3.1.9**

The Province shall ensure that information collected by MCFD for the purpose of the Enhanced Screening Check Process is managed and retained according to British Columbia government records management standards, including appropriate classification under the MCFD Operational Records Classification System, and in accordance with the *Document Disposal Act*, R.S.B.C. 1996, ch. 99.

**3.1.10**

For greater certainty, Canada requires First Nation Administering Authorities to secure all COPH records and ensure the confidentiality of personal information contained in COPH records in accordance with standards set out in DIAND's *Social Development Policy and Procedures Manual, BC Region, Volume 1 Income Assistance Program, Chapter 6 'Grandparented' Children Out of the Parental Home (COPH)*.

**3.1.11**

The Province shall ensure that the CRC and PCC services provided pursuant to this memorandum of understanding are provided at a level and standard comparable to the CRC and PCC services provided by MCFD for the CIHR program.

**3.1.12**

For greater certainty, the First Nation Administering Authority is responsible for determining eligibility for COPH assistance in accordance with DIAND's *Social Development Policy and Procedures Manual, BC Region, Volume 1 Income Assistance Program, Chapter 6 'Grandparented' Children Out of the Parental Home (COPH)* and on the basis of the results of the Enhanced Screening Check Process.

**3.2 Financial Arrangements**

**3.2.1**

For greater certainty, Canada will reimburse the Province for CRC and PCC services provided by MCFD at the rate of one hundred and twenty five dollars (\$125.00) per hour, plus \$50 per Enhanced Screening Consent for Children Out of the Parental Home Form for CRC services provided by the Province's Ministry of Justice.

END

**4.0 AMENDMENT**

**5.1**

This service delivery agreement may be amended or modified with the written consent of the parties.

END

**Service Delivery Agreement**

**Appendix 1: Criminal Record Check (CRC) Databases - BC and Canada**

Database Description	Database Content
<p><b>CPIC</b> Canadian Police Information Centre  Maintained by RCMP in Ottawa</p>	<ul style="list-style-type: none"> <li>• Indicates if a person is presently charged with an offence, is under a court order or may have a warrant issued for arrest.</li> <li>• Provides information about previous criminal offences, including what the conviction was for, where it happened and what the person received (results).</li> <li>• Provides information about prior sexual assault convictions for which a pardon was received.</li> </ul>
<p><b>PIRS</b> Police Information Retrieval System  Historic data bank accessed by RCMP across Canada</p>	<ul style="list-style-type: none"> <li>• Contains records of anyone who contacted or had contact with the police for any reason, classified according to the nature of the file as the type of involvement of the person being searched.</li> </ul>
<p><b>PRIME</b> Police Records Information Management Environment  Used by all RCMP and other police departments in BC.</p>	<ul style="list-style-type: none"> <li>• Identical to PIRS, but is current and has data entry capacity in BC.</li> <li>• Provinces and Territories outside of British Columbia have not transferred from PIRS to PRIME. Systems called PIP and PROS (detailed below) are accessed when checking persons who may have convictions in other provinces.</li> </ul>
<p><b>PROS</b></p>	<ul style="list-style-type: none"> <li>• Contains the same details as PIRS, and of court</li> </ul>

*gjm*



<p><b>Police Reporting Occurrence System</b></p> <p>Used in jurisdictions other than BC.</p>	<p>proceedings from the time charges are laid through the disposition of charges</p> <ul style="list-style-type: none"> <li>▪ PROS is accessed when information is required regarding contact with police that occurred in other provinces (BC used PRIME).</li> </ul>
<p><b>PIP</b> Police Information Portal</p> <p>New integrated interagency information system for police across Canada</p>	<ul style="list-style-type: none"> <li>▪ Encapsulates information contained in all records management systems (PROS, PRIME, etc), including police involvements and occurrences, street checks/field interviews, tickets and records for all persons, businesses and vehicles.</li> </ul>
<p><b>CORNET</b> BC Corrections Information</p> <p>Access to CORNET is limited to the Client Search Screens and the Client History Screens</p>	<ul style="list-style-type: none"> <li>▪ Contains details of individuals' contacts with Corrections and/or MCFD-Provincial Services.</li> <li>▪ Data on adult clients is owned by Corrections Branch, and data on young offenders is owned by MCFD-Provincial Services</li> </ul>
<p><b>JUSTIN</b> BC Court Involvement</p> <p>Direct access, which ranges from view only to data entry, is provided to police, crown counsel, criminal court registry staff, sheriff, probation services, victim/witness services, trial schedulers and corrections staff.</p>	<ul style="list-style-type: none"> <li>▪ Includes the following historical and current file information:             <ul style="list-style-type: none"> <li>▪ police reports to crown council and police scheduling</li> <li>▪ crown case assessment and approval</li> <li>▪ crown victim and witness notification</li> <li>▪ court scheduling, judicial trial scheduling</li> <li>▪ recording results</li> <li>▪ document production</li> <li>▪ complete criminal history on an accused</li> <li>▪ information on warrants issued or cancelled</li> <li>▪ protection orders</li> <li>▪ firearms prohibition orders</li> <li>▪ high-risk offender indicators</li> <li>▪ bail and probation orders</li> <li>▪ disposition of cases.</li> </ul> </li> </ul>

Provided by MCFD  
April 1, 2016

**[RM1]** Added 'OF THE PARTIES' to avoid confusion with the defined term in the Clause 1.1.1 of the Federal Provincial Territorial Government Agreement to which this agreement will be annexed.

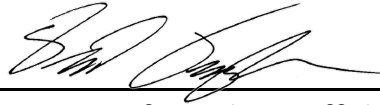
**[RM2]** 10 year term may require additional approvals for INAC. Need to discuss INAC timing requirements due to tight timeframe for the Province to get their OIC done in time.

**[RM3]** The term is defined in the Federal Provincial Territorial Government Agreement (FPTGA) to which this Service Delivery Agreement will be annexed

**[RM4]** Termination Clause is defined in the Federal Provincial Territorial Government Agreement (FPTGA) to which this Service Delivery Agreement will be annexed

**[RM5]** FPTGA will be signed by both parties and thus no signature should be required for the Service Delivery Agreement

This is **Exhibit "6C"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020



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A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)

## **ANNEX 'A'**

### **SERVICE AGREEMENT**

#### **Regarding the Funding of Child Protection Services of First Nations Children Ordinarily Resident on Reserve**

##### **1.0 VISION**

Governments working together in British Columbia to ensure that First Nation children, youth and their families live in strong, healthy families and sustainable communities where they are connected to their culture, language and traditions.

Canada and the Province will contribute to this vision through a strong focus on providing funding and effective services respectively, to achieve meaningful outcomes for vulnerable First Nations children, youth and their families ordinarily resident on reserve.

##### **2.0 PREAMBLE**

- 2.1** The Province of British Columbia has legislative authority with respect to the welfare and protection of children, pursuant to section 92(13) and 92(16) of the *Constitution Act, 1982*; and the Director of the Ministry of Children and Family Development is responsible for the administration of the *Child, Family and Community Service Act, R.S.B.C. 1996, C.46*.
- 2.2** The Department of Indian Affairs and Northern Development (Canada) funds the costs of maintaining Eligible First Nation Children in placements out of the parental home. Canada also pays for operational costs associated with providing child welfare services.
- 2.3** The objective of Canada's First Nations Child and Family Services (FNCFS) program is to ensure the safety and well-being of First Nations children, youth and their families ordinarily resident on reserve by supporting culturally appropriate prevention and protection services.

##### **3.0 DEFINITIONS**

- 3.1** For the purpose of this Service Agreement, the following words and phrases mean:
  - 3.1.1** "Alternate care" means a child or family being supported with "out of care" options in accordance with provincial legislation and standards.

- 3.1.2** "Child in Care" means a child in a care placement out of the parental home in accordance with provincial legislation and standards.
- 3.1.3** "Child Protection Services" means a range of child welfare services funded by either the federal or provincial governments and includes those services set out in section 5.
- 3.1.4** "Costing Model" means the tripartite developed costing methodology to be used to fund the Province for providing child and family services to First Nations children, ordinarily resident on reserve.
- 3.1.5** "Eligible First Nation Child" means an Indian Child under the age of 19 who is registered or eligible to be registered as an Indian in accordance with the *Indian Act*.
- 3.1.6** "Fiscal Year" means the period of time from the 1<sup>st</sup> of April of a given year to the 31<sup>st</sup> of March of the following year.
- 3.1.7** "Funding Agreement" means Canada's National Funding Agreement for Provinces and Territories which is a legally binding agreement containing the terms and conditions by which payment is made by Canada to the Province for the delivery of programs and services.
- 3.1.8** "Maintenance" means, for the purposes of Canada's funding, costs excluding any other support costs which are funded through the Operations costing model for eligible First Nation children placed out of the parental home or in alternate care placements.
- 3.1.9** "Ordinarily Resident on Reserve" means, for the purpose of providing FNCFS programs and services, that an individual client:
- Lives at a civic address on reserve more than 50% of the time; or
  - In the case of a child in joint custody, lives more than 50% of the time on reserve; or
  - Stays on the reserve and has no usual home elsewhere; or
  - A student who is registered and attending a secondary or post-secondary education or training program and is receiving federal, band or Aboriginal organization education/training funding if he or she:
    - Maintains a residence on-reserve; or
    - Is a dependent of a family that maintains a residence on-reserve; or
    - Returns to live on-reserve with a parent, guardian, caregiver or maintainers during the year, even if the student lives elsewhere while attending school or working at a temporary job.
- 3.1.10** "Provincial legislation" means the *Child, Family and Community Service Act*, R.S.B.C. 1996, C.46, as amended from time to time.

## **4.0 ROLES AND RESPONSIBILITIES**

### **4.1 CANADA's Role**

Canada's role is to fund or reimburse, within its authorities, the Province to deliver child welfare services to First Nations children and families ordinarily resident on reserve.

Canada does not deliver Child and Family Services. All children are protected pursuant to provincial or territorial child welfare legislation. Child and Family Services are matters of provincial or territorial jurisdiction.

### **4.2 PROVINCE's Role**

The Province is responsible for providing direct child and family services in 84 First Nations communities without delegated FNCFS Agencies as well as for delivering services provided on behalf of the 20 fully or partially delegated agencies as needed.

The Ministry of Children and Family Development is responsible for providing oversight of child welfare activities in the Province of British Columbia.

The Province is responsible for informing Canada in a timely manner of any changes to delegation status of FNCFS Agencies, including the removal or change in level of delegation.

## **5.0 SERVICES**

- 5.1** Canada refers to First Nation Child and Family Services as a program that provides funding to recipients to provide child protection and prevention services for the following distinct components: Development; Maintenance; and Operating costs of Agencies.
- 5.2** Maintenance funding covers expenditures related to maintaining a child in alternate care out of the parental home within Canada's authorities, and the costs of foster care, group care and institutional care are reimbursed in accordance with the British Columbia provincial rate structure.
- 5.3** Operations funding is provided annually to funding recipients in the form of a fixed transfer payment to deliver comprehensive (prevention and protection) child and family services, and covers all activities that support the service delivery of child and family services not covered by maintenance and development funding.
- 5.4** The Province of British Columbia refers to Children and Family Development services as a continuum of programs, services and initiatives which support children, youth and families in communities throughout the Province. The Province is responsible for family development and support services, prevention,

early childhood development, services for children and youth with special needs and their families, child care, child protection, residential, foster and alternative care options, adoption for children and youth permanently in care, community child and youth mental health services, programs for at-risk or sexually exploited youth, and community youth justice services.

- 5.5** Recognizing the Province of British Columbia refers to children and family development services as a 'continuum' and that other federal departments provide funding for components of this continuum, further work will be required to clarify provincial services to establish funding requirements within Canada's authorities.

## **6.0 ELIGIBILITY**

- 6.1** The Province shall submit to Canada a notice of admission into care for each child considered by Province to be an Eligible First Nation Child. Such notice shall include all the information necessary for Canada to determine and confirm if the child is an Eligible First Nation Child.
- 6.2** Canada shall determine whether a Child in Care is registered, or is entitled to be registered as an Indian under the terms of the *Indian Act*, and notify the Province once confirmed.
- 6.3** If, pursuant to Sections 4.3 and 4.4 of the *Indian Act*, Canada determines that a child is not registered as an Indian, but such child is entitled to be registered as an Indian, the Province of British Columbia may submit the required forms in use by Canada for the registration of such child as an Indian.
- 6.4** In addition to Section 11 of the Funding Agreement, Canada and the Province shall endeavor to resolve all disputes within a six month period.
- 6.5** Canada will only pay maintenance costs (CABIT) for children where a Notice of Admission is received and confirmed with Canada.

## **7.0 COSTING MODEL**

- 7.1** Funding shall be provided in accordance with the bilaterally agreed upon costing model attached as Appendix A.
- 7.2** For the 2017-2018 and 2018-2019 fiscal years, Canada commits to provide the Province with \$29.1M annually, comprising of: Operations (\$15M); Maintenance (\$9.2M); Transitional Funding (\$4.5M)<sup>1</sup>; and an Escalator (\$0.4M).

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<sup>1</sup> Review of past billings prior to 2017/18 fiscal year will be addressed through a separate reconciliation process agreed to by both Parties.

- 7.3** Maintenance costs will be reimbursed based on actual expenditures. Should expenditures exceed the \$9.2M identified in this service agreement, Canada will reimburse actual expenditures for maintenance within Canada's authorities. Should maintenance costs not exceed \$9.2M as outlined in this service agreement, the Province can use the funds to off-set other child welfare expenditures (i.e. prevention, operations, transitions) for eligible First Nations children.
- 7.4** The Province agrees not to increase maintenance costs in 2017-2018 and 2018-2019 through an attribution exercise of purchased service expenditures.
- 7.5** Canada acknowledges this two year Service Agreement is the first step in transitioning to a new funding arrangement with the Province.
- 7.6** Canada acknowledges the results of the Province's costing exercise using 2010-2011 Provincial Costs for delivering child protection, family supports, special needs and CIC services on reserve. Canada and the Province have agreed to continue to collaborate on the articulation of costs.

## **8.0 ADMINISTRATION AND INFORMATION SHARING**

- 8.1** This Service Agreement will be appended to the signed Funding Agreement.
- 8.2** All reports, financial projections and final billings will be exchanged electronically where possible and use CABIT for actual expenditures to meet the reporting requirements of Canada.
- 8.3** The Province shall provide quarterly updated forecasts for maintenance (actual expenditures associated with maintaining a child out of the parental home) no later than:
- 8.3.1** August 15 projections for the year beginning April 1;
  - 8.3.2** September 30 actual expenditures for the quarter ending June 30;
  - 8.3.3** December 31 actual expenditures for the quarter ending September 30;
  - 8.3.4** March 31 actual expenditures for the quarter ending December 31; and
  - 8.3.5** Expenditure projections due April 15 for the quarter and year ending March 31.
  - 8.3.6** Final bill due June 30, for the year ending March 31.
    - (a)** Final adjustment billing June 30, for the previous fiscal year ending March 31.

**8.4** The schedule of payment that will be included in the Funding Agreement is subject to:

- i) appropriation of funds by the Parliament of Canada for the fiscal year in which the payment is to be made;
- ii) Treasury Board of Canada changing or terminating the program through which the funding is being provided;
- iii) the Minister presiding over the responsible department changing or terminating the program through which the funding is being provided; or,
- iv) the Parliament of Canada changing the funding levels of the responsible department for the fiscal year in which the funding was to be provided;

Accordingly, Canada will release payments to the Province as follows:

- a. On a monthly basis based on the forecasts provided and the final projections, as per the above schedule.
- b. Pursuant to Section 3.4 of the Funding Agreement regarding final release.

**8.5** Upon written request by Canada, the Province will provide information pertaining to a First Nation child in care or alternate care, subject to privacy legislation requirements, and if it is in the best interest of the child as defined by provincial legislation and standards.

## **9.0 MONITORING, ASSESSMENT AND EVALUATION**

**9.1** The Province will share with Canada available information with regards to financial compliance oversight of its child welfare services to First Nation children ordinarily resident on reserve, as well as records with regards to performance outcomes for communities served. Canada will share with the Province records with regards to compliance activities conducted on the Province, based on risk, according to standard procedures of the Department.

**9.2** In addition to Section 13.5 of the Funding Agreement, Canada may at any time during the term of this Service Agreement, carry out one or more audits or evaluations of the effectiveness of any or all of the programs, services and activities funded under this Service Agreement or of the management practices of Province in relation to the funding provided under the costing model. Canada will share these results with the Province.

## **10.0 PROGRAM REVIEWING AND PLANNING**



- 10.1** Canada and the Province agree to meet on a regular basis to discuss the delivery of programs and services provided to First Nation children ordinarily resident on reserve. Agreement will be sought on changes to practices or program delivery as needed.

## **11 GENERAL**

- 11.1** Any notice, payment or information to be given to one of the parties may be sent, marked "PROTECTED", to the following addresses or fax numbers:

**To the Province:**

Ministry of Children and Families  
Katherine Jess  
PO Box 9760 STN PROV GOVT  
Victoria, BC V8W 9S4

**To the Department of Indian Affairs and Northern Development:**

Director Programs and Partnerships  
600 - 1138 Melville Street  
Vancouver, BC V6E 4S3  
Phone: (604) 666-5170  
Fax: (604) 666-2046

- 11.2** The term of this Service Agreement will end March 31, 2019.
- 11.3** The Service Agreement will be subject to review and possible adjustment under the following circumstances:
- Reductions in costing as FNCFS agencies increase in level of delegation;
- 11.4** This Service Agreement may be amended or modified with the written consent of the parties.
- 11.5** This Service Agreement will be in effect during the term of the Funding Agreement to which it is annexed, or until a date has been established that is mutually agreeable to the parties and that date is no earlier than 180 days prior to fiscal year end.

Appendix A

Formula for Funding PROVINCE for Child Welfare Services Provided On-Reserve 2017-2018

Line Item	FTE's	PROVINCE Total (M)	Methodology <sup>1</sup>	Total (M)
<b>Full Time Employees</b>				
Direct and Program Services (5.4%)	96.6	115.6	5.4%	\$6.2
Indirect Services (5.4% of 58%)	34.0	57.6	5.4%	\$1.8
Employee Benefits	130.6	8.1	24.0%	\$1.9
<b>Total FTE's Cost</b>				<b>\$9.9</b>
<b>Total Occupancy Costs</b>	<b>130.6</b>		<b>\$9200/FTE</b>	<b>\$1.2</b>
<b>O &amp; M</b>				
O & M	130.6		\$6,837/FTE	\$.9
Amortization	130.6		\$1,844/FTE	\$.2
Travel	130.6		\$1,556/FTE	\$.2
Training	130.6		\$1,550/FTE	\$.2
Vehicle Operating	130.6		\$483/FTE	\$.1
IT Services	130.6		\$4,522/FTE	\$.6
Legal	130.6		\$3242/FTE	\$.4
<b>Total O &amp; M Cost</b>				<b>\$2.5</b>
<b>Total Cost of Purchased Services (Operations)</b>		<b>25.7</b>	<b>5.4%</b>	<b>\$1.4</b>
<b>Total Operations</b>				<b>\$15.0</b>
<b>Transition Funding</b>				<b>\$4.5</b>
[2% Escalator that was applied in 2014/15]				\$.4
<b>Total Maintenance Attributable to a Child</b>				<b>\$9.2</b>
<b>Total Funding FY 2017/18</b>				<b>\$29.1<sup>h</sup></b>

<sup>1</sup> The methodology used to determine the allocation (5.4% of total expenditures) is based on the activity based costing information provided by MCFD.

<sup>h</sup> DISC and MCFD will reconcile all outstanding billings for the prior periods up to March 31, 2019.

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Signed on behalf of Canada

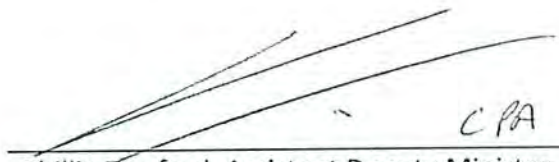


for

Catherine Lappe, Regional Director General  
Department of Indigenous Services Canada

Date: Mar. 29/18.

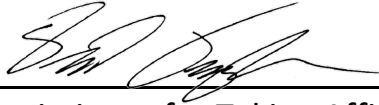
Signed on behalf of the Province of British  
Columbia



Phillip Twyford, Assistant Deputy Minister  
Ministry of Children and Family  
Development

Date:

This is **Exhibit "6D"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020



---

A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)

## **ANNEX 'A'**

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- 6.4** In addition to Section 11 of the Funding Agreement, Canada and the Province shall endeavor to resolve all disputes within a six month period.
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**8.4** The schedule of payment that will be included in the Funding Agreement is subject to:

- i) appropriation of funds by the Parliament of Canada for the fiscal year in which the payment is to be made;
- ii) Treasury Board of Canada changing or terminating the program through which the funding is being provided;
- iii) the Minister presiding over the responsible department changing or terminating the program through which the funding is being provided; or,
- iv) the Parliament of Canada changing the funding levels of the responsible department for the fiscal year in which the funding was to be provided;

Accordingly, Canada will release payments to the Province as follows:

- a. On a monthly basis based on the forecasts provided and the final projections, as per the above schedule.
- b. Pursuant to Section 3.4 of the Funding Agreement regarding final release.

**8.5** Upon written request by Canada, the Province will provide information pertaining to a First Nation child in care or alternate care, subject to privacy legislation requirements, and if it is in the best interest of the child as defined by provincial legislation and standards.

## **9.0 MONITORING, ASSESSMENT AND EVALUATION**

**9.1** The Province will share with Canada available information with regards to financial compliance oversight of its child welfare services to First Nation children ordinarily resident on reserve, as well as records with regards to performance outcomes for communities served. Canada will share with the Province records with regards to compliance activities conducted on the Province, based on risk, according to standard procedures of the Department.

**9.2** In addition to Section 13.5 of the Funding Agreement, Canada may at any time during the term of this Service Agreement, carry out one or more audits or evaluations of the effectiveness of any or all of the programs, services and activities funded under this Service Agreement or of the management practices of Province in relation to the funding provided under the costing model. Canada will share these results with the Province.

## **10.0 PROGRAM REVIEWING AND PLANNING**

- 10.1** Canada and the Province agree to meet on a regular basis to discuss the delivery of programs and services provided to First Nation children ordinarily resident on reserve. Agreement will be sought on changes to practices or program delivery as needed.

## **11 GENERAL**

- 11.1** Any notice, payment or information to be given to one of the parties may be sent, marked "PROTECTED", to the following addresses or fax numbers:

**To the Province:**

Ministry of Children and Families  
Katherine Jess  
PO Box 9760 STN PROV GOVT  
Victoria, BC V8W 9S4

**To the Department of Indian Affairs and Northern Development:**

Director Programs and Partnerships  
600 - 1138 Melville Street  
Vancouver, BC V6E 4S3  
Phone: (604) 666-5170  
Fax: (604) 666-2046

- 11.2** The term of this Service Agreement will end March 31, 2019.
- 11.3** The Service Agreement will be subject to review and possible adjustment under the following circumstances:
- Reductions in costing as FNCFS agencies increase in level of delegation;
- 11.4** This Service Agreement may be amended or modified with the written consent of the parties.
- 11.5** This Service Agreement will be in effect during the term of the Funding Agreement to which it is annexed, or until a date has been established that is mutually agreeable to the parties and that date is no earlier than 180 days prior to fiscal year end.

Appendix A

Formula for Funding PROVINCE for Child Welfare Services Provided On-Reserve 2017-2018

Line Item	FTE's	PROVINCE Total (M)	Methodology <sup>1</sup>	Total (M)
<b>Full Time Employees</b>				
Direct and Program Services (5.4%)	96.6	115.6	5.4%	\$6.2
Indirect Services (5.4% of 58%)	34.0	57.6	5.4%	\$1.8
Employee Benefits	130.6	8.1	24.0%	\$1.9
<b>Total FTE's Cost</b>				<b>\$9.9</b>
<b>Total Occupancy Costs</b>	<b>130.6</b>		<b>\$9200/FTE</b>	<b>\$1.2</b>
<b>O &amp; M</b>				
O & M	130.6		\$6,837/FTE	\$.9
Amortization	130.6		\$1,844/FTE	\$.2
Travel	130.6		\$1,556/FTE	\$.2
Training	130.6		\$1,550/FTE	\$.2
Vehicle Operating	130.6		\$483/FTE	\$.1
IT Services	130.6		\$4,522/FTE	\$.6
Legal	130.6		\$3242/FTE	\$.4
<b>Total O &amp; M Cost</b>				<b>\$2.5</b>
<b>Total Cost of Purchased Services (Operations)</b>		<b>25.7</b>	<b>5.4%</b>	<b>\$1.4</b>
<b>Total Operations</b>				<b>\$15.0</b>
<b>Transition Funding</b>				<b>\$4.5</b>
[2% Escalator that was applied in 2014/15]				\$.4
<b>Total Maintenance Attributable to a Child</b>				<b>\$9.2</b>
<b>Total Funding FY 2017/18</b>				<b>\$29.1<sup>h</sup></b>

<sup>1</sup> The methodology used to determine the allocation (5.4% of total expenditures) is based on the activity based costing information provided by MCFD.

<sup>h</sup> DISC and MCFD will reconcile all outstanding billings for the prior periods up to March 31, 2019.

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Signed on behalf of Canada

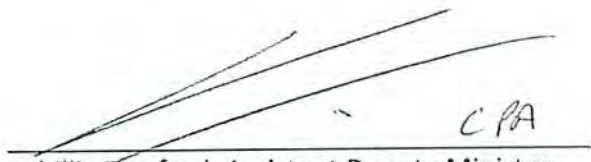


for

Catherine Lappe, Regional Director General  
Department of Indigenous Services Canada

Date: Mar. 29/18.

Signed on behalf of the Province of British  
Columbia



Phillip Twyford, Assistant Deputy Minister  
Ministry of Children and Family  
Development

Date:

This is **Exhibit "7"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020

A handwritten signature in black ink, appearing to read 'David P. Taylor', is written over a horizontal line.

A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)



Crown-Indigenous Relations  
and Northern Affairs Canada

Relations Couronne-Autochtones  
et Affaires du Nord Canada

# CIRNAC Yukon Region Child and Family Services November 7, 2018



Canada



# Changes in First Nations Child and Family Services

- The January 2016 decision of the Canadian Human Rights Tribunal found the provision of First Nations Child and Family Services Program to be flawed, inequitable and discriminatory and called for reform.
- The Government of Canada committed to reforming the First Nations Child and Family Services Program.
- Engagements and Ministerial Special Representative meetings were held across Canada through 2010 (Yukon March 2017).
- Emergency Meeting held in January of 2018 in Ottawa
- Exploring Federal Legislation on Child and Family Services Engagement Sessions held in summer/fall of 2018 (Yukon, September 2018)
- Key take away is a greater focus and investment on prevention and putting prevention dollars in the hands of Indigenous people







# CFS Funding in the Yukon

- For the purposes of CFS programming, all registered First Nation (FN) residents of the Yukon are considered “on Reserve”.
- In the Yukon, Indigenous Service Canada – through CIRNAC – funds all registered children in care, whether or not registered to a YFN
- Canada funds Government of Yukon for protection and prevention
- Traditionally, Canada has funded approximately \$2.1M for operations and prevention
  - reimburses Child in Care based on actuals (approx. \$12M in 2016/17) for foster, kinship/family placements, group home and institutional care.





# Protection

- Canada reimburses Yukon for children in care on actual expenditures
- Currently approximately 10 million a year (16/17):
  - Foster care
  - Kindship and family placements
  - Group homes
  - Institutional care (special facilities down South)





# Budget 2016 Enhanced Prevention Funding (EPF)

- The Tribunal found that more money was required for prevention. Canada increased funding to Yukon for prevention.
- Budget 2016 included enhanced prevention funding to Government of Yukon:

2016 - 17 \$924,696.70

2017 – 18 \$1, 387, 045.06 (1,100,000 YG and 287,045 to CYFN)

2018 – 19 \$1,849,393.41

2019 – 20 \$2,311,741.76 (ongoing money for years to come)

- Additional funds were provided for 2018-19 and will be provided for 2019-20 over and above the 2016 money :

2018-19 Non-EPFA enhanced prevention ramp up  
\$2,757,429.06 and Remoteness Index \$546,370.64

2019-20 Non-EPFA enhanced prevention ramp up  
\$808,117.82 and Remoteness Index \$546,370.64





# Total EPF Known Current and Forward Funding to GY

- 2018/19 - \$5,152,192.00
- 2019/20 - \$3,66,228.00
- 2021/22 and future years \$2,311,741.76





# Community Well-Being and Jurisdiction Initiatives (CWJI) Funding

- Budget 2018 announced additional funding over a six year period for Indigenous Services Canada to increase support to Indigenous peoples including funding targeted to the CWJI).
- The amount identified for Yukon Communities is \$1,126,458.00 for 2018/19 and \$1,269,971.92 for 2019/20. This amount is expected to be a minimum over the six years of the initiative.
- The objective of the funding is to, by using a community and First Nation approach, support projects of up to 5 years in duration in the areas of prevention and/or jurisdiction.
- The trilateral table agreed that CYFN would seek approval from the Health and Social Directors to proceed with a proposal for the CWJI. Approval was granted and a proposal is expected to be submitted for review and approval soon.





## CWJI – Program Objective

Using a community and First Nation approach to support projects of up to 5 years in duration under the CWJI in the areas of:

- Prevention: activities that support the use of preventive, early intervention and least intrusive measures in order to respond to child and family well-being; and
- Jurisdiction: support of new jurisdictional and/or community development models for child and family support services.





## CWJI – Project Design

- Collaboration with First Nation Child and Family Services and/or other service providers;
- Build stronger relationships;
- Holistic, Grassroots, Community Driven;
- First Nation communities are your partners;
- New and Innovative models that are leaders in increased community control over child welfare;
- Consider the remoteness of the community and access to services;
- Incorporate a delivery method such as traditional parenting, using elders and service integration;
- Build upon existing infrastructure – take what you have and expand it; and
- Leverage Funding – involve First Nation Communities as your partners.





# Trilateral Table

- South of 60, all Regions have trilateral tables on CFS in place.
- It was further agreed that Government of Yukon, CIRNAC/ISC, CYFN and representatives from individual First Nations would form the trilateral table on CFS.
- The terms and conditions for the table are under final review before be sent into approvals.
- The trilateral table meets and makes decisions regarding CFS engagement needs and prevention funding decisions.
- It was agreed by the parties to the Trilateral Table on CFS that the majority of the prevention funding would be made available to fund prevention activities by First Nations with Government of Yukon retaining a small portion of the funding for data collection/reporting purposes.
- 2018/19 Canada funded a \$300,000.00 prevention proposal to CYFN to provide technical support to all YFN's around CFS, support to the trilateral table and to complete work and dialogue around the options for CFS in Yukon







Funding	Yukon Government	First Nations or CYFN	Date
Operations and Historical Prevention	2, 100, 000 (approx.)		Ongoing
Protection	10, 000,000 (approx.)		Ongoing
Enhanced Prevention	924,696		2016-2017
	1,100,000 (majority to FNs except for data piece and some projects in the works funded by YG)	287,045 CYFN -50K to each FNs	2017-18
	1,849,393	TBD	2018-19
	2, 311,741	TBD	Ongoing
Enhanced Prevention 2 yr “Ramp up”	2,757,429	TBD	2018-19
	808,117	TBD	2019-20
Enhanced Prevention 2 yr Remoteness	546,370	TBD	2018-19
	546,370	TBD	2019-20
Community Well-Being and Jurisdiction		1,126,458	2018-19
		1,269,971	2019-20
		1,269,971	2020-21
		1,269,971	2021-22
		1,269,971	2022-23
Tripartite Table Funding		300,000	2018-19



This is **Exhibit "8"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020

A handwritten signature in black ink, appearing to read 'David P. Taylor', is written over a solid horizontal line.

A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)



# **Trilateral Table** for the **Well-being of Yukon First Nations Children and Families**

**Prevention Funding Profile – 2016 to May 2020**

**May 14, 2020**



# Overview

## Indigenous Services Canada

### First Nations Child and Family Services Prevention Funding

Funding Stream	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Enhanced Prevention	924,696.00	1,387,045.00	3,532,159.52	3,666,230.22	3,666,230.22
Community Well-being Jurisdiction Initiative	-	-	1,116,458.83	1,269,971.92	1,395,574.00
Trilateral Table	-	-	300,000	300,000	300,000
<b>TOTAL</b>	<b>924,696.00</b>	<b>1,387,045.00</b>	<b>4,948,618.35</b>	<b>5,236,202.14</b>	<b>5,361,804.22</b>

*\*Future years funding is subject to budget allocations from the FNCFS program.*

*\*Carry over amounts must be pre-approved on a yearly basis by the program.*





## Enhanced Prevention Funding

*...funding over five years to address immediate funding gaps and provide greater support for prevention services and front-line service delivery in response to the 2016 CHRT orders. Emphasizes the use of preventive, early intervention and least intrusive measures in order to respond to child maltreatment.*

Fiscal Year	Funding*	Expenditures	Carry-over	Activities
Year 1 2016-2017	924,696.00	924,696.00	0	YG prevention related projects
Year 2 2017-2018	1,387,045.06	1,387,045.06	0	-1,100,000 YG (50k/FN = 700,000 prevention -287,045.00 (CYFN data positions)
Year 3 2018-2019	5,153,193.11	2,653,193.11	2,500,000.00 Must be spent by March 31, 2021.	-700,000 YG prevention & enhancement -275,657 YG mental health community workers -1,682,766.52 = 120,000 x 14 FN Reporting due April 2020 from YG -19/20 expenses Reporting due April 2021 from YG -20/21 expenses
Year 4 2019-2020	3,666,230.22	0	3,666,230.22 Must be spent by March 31, 2021.	Reporting due April 2021 from CYFN
Year 5 2020-2021	3,666,230.22	0	-	





# Community Well-being and Jurisdiction Initiatives

*...designed to enable projects of up to 5 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. This is part of Canada's work to reform its FNCFS program, as ordered by the Canadian Human Rights Tribunal (2016 CHRT 2 at para 463) and commits six years of funding.*

Fiscal Year	Funding	Expenditures	Carry-over	Notes
Year 1 2018-2019	1,116,458.83	1,116,458.83	0	CYFN reunification project
Year 2 2019-2020	1,269,971.00		~\$400,000.00 must be spent by March 31,2021	Reporting due April 2020 from CYFN
Year 3 2020-2021	1,395,574.00	-	-	Current call for applications.





## Trilateral Table Funding

*...funding to support the activities of the Trilateral Table for Yukon First Nations Well-being of Children and Families. The table was formed in 2018 to jointly develop a plan to provide First Nations children with "equitable opportunities to grow up safely with their families."*

Fiscal Year	Funding	Expenditures	Carry-over	Activities
2018-2019	300,000	300,000	0	Establish trilateral table
2019-2020	300,000			As per work plan Reporting due from CYFN April 2020
2020-2021	300,000	-	-	As per work plan





"Indigenous children and families need to stay together. I'm confident that the collaborative tripartite process established between my department, Yukon First Nations and the Government of Yukon will help bring this about, allowing more Yukon First Nations children to grow up in safe and caring environments, knowing who they are and where they come from. I wish the Trilateral Table on the Wellbeing of Yukon First Nations Children and Families every success, and look forward to seeing the results of your work."

The Honourable Seamus O'Regan, P.C., M.P.  
Minister of Indigenous Services



"We recognize that reform is a collective responsibility and we all have to take action. It has to start at the community level with First Nations governments as full partners leading the way with new approaches based on prevention. We must address the healing of trauma. We need to be innovative and customize programs and services to meet the needs of our individual communities. Given our small population in Yukon and our close relationships we have the opportunity to develop best practices and best models. The Trilateral Table will advance our strong vision of healthy children, families and communities connected to their culture and language. It is only by working together that we will improve outcomes."

The Honourable Pauline Frost  
Minister, Health and Social Services, Government of Yukon

"We want children and families to have the resources and support they need to lead safe, healthy lives in their home communities. It is important to ensure federal child welfare funding is allocated to relevant First Nation programs where they can have the greatest effect. When providing support to Indigenous children and their families, in the Yukon, it is important to ensure the programs and services are culturally appropriate and that a more wholistic approach is taken – and in a way that benefits our children in the long term."

Chief Doris Bill  
Kwanlin Dün First Nation

"We are happy to have Lori Duncan (Director of C/TFN Health and Wellness Department and Representative of the Health and Social Development Commission) at the table with the Government of Canada and Yukon Government to discuss the wellbeing of Yukon First Nations children and families. Lori will bring a rural community perspective as we are the only rural First Nation community at the table. It is a great opportunity for us and we will focus on prevention, capacity and family programming as we are aiming at healing on the land for our community."

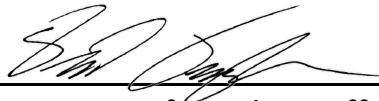
Deputy Haa Shaa du Hen Maria Benoit  
Carcross/Tagish First Nation

"The creation of the first-ever trilateral table for children and families is an opportunity for collaboration to address the overrepresentation of First Nations in the child welfare system. It is imperative that Yukon First Nations are equal partners in decisions impacting our children."

Grand Chief Peter Johnston  
Council of Yukon First Nations



This is **Exhibit "9"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020

A handwritten signature in black ink, appearing to read 'David P. Taylor', is written over a horizontal line.

A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)

10/27/27 RI 2:53  
10/27/27 RI 2:53  
10/27/27 RI 2:53

**FUNDING AGREEMENT**

## FUNDING AGREEMENT

### BETWEEN:

**Her Majesty the Queen in Right of Canada,**  
as represented by  
the Minister of Indian Affairs and Northern Development;

(hereinafter referred to as "Canada")

### AND

**THE GOVERNMENT OF YUKON**  
as represented by the Minister of **Minister of Health and Social Services.**

(hereinafter referred to as the Territory)

### WHEREAS:

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

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

#### 1.0 INTERPRETATION

##### 1.1 Definitions

1.1.1 In this Agreement, unless otherwise provided:

**"Agency"** means, except in respect of any reference to a federal government agency, an authority, board, committee, or other entity authorized to act on behalf of the Territory.

**"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 "DIAND-2" and subsection 3.3 (Where Amounts Not Allocated by Period) of Schedule "DIAND-2".

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

**"DIAND"** means the Department of Indian Affairs and Northern Development which is also known as Indigenous and Northern Affairs Canada or INAC.

**"Federal Department"** means DIAND or any other federal government institution with respect to which a Minister representing Her Majesty the Queen in Right of Canada in this Agreement presides or is responsible and through which Canada provides funding under this Agreement.

**"Financial Reports"** means the Territory'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 Territory 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).

**"Reporting Guide"** (RG) means the applicable Reporting Guide published by DIAND for a Fiscal Year.

**"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 1st day of April, 2017 until the 31st day of March, 2022.

## **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 Territory funding for each Fiscal Year covered by this Agreement in accordance with Schedule "DIAND-2" of this Agreement up to the amount set out in Schedule "FED-1".

3.1.2 Canada shall transfer funding according to the schedule of periodic payments set out in Schedule "FED-1". If this Agreement covers more than one Fiscal Year, Schedule "FED-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 If funding is provided under this Agreement by more than one Federal Department, DIAND 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 Territory, 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 DIAND 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 DIAND 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 "FED-1" is changed in accordance with an adjustment factor set out in the Schedule "DIAND-3", Canada shall, by Notice of Budget Adjustment, amend Schedule "FED-1" accordingly.

### **3.4 Holdback**

3.4.1 If Schedule "FED-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 Territory that amount within forty-five (45) days of the Territory's fulfillment to Canada's satisfaction of all reporting requirements of this Agreement relating to that program, service or activity.

## **4.0 Territory's RESPONSIBILITIES**

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

4.1.1 The Territory 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 Territory 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 DIAND in accordance with the Reporting Guide.

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

### **4.3 Reporting**

4.3.1 The Territory shall prepare Financial Reports in accordance with the Reporting Guide for each Fiscal Year and shall deliver those Financial Reports to DIAND, 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 Territory shall submit to DIAND all reports listed in Schedule "DIAND-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 "DIAND-3", as applicable.

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

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

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

4.3.6 The Territory 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 Territory 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 Territory 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 Territory under this Agreement or that is otherwise owed to Canada by the Territory under this Agreement, is a debt due to Canada. Canada shall notify the Territory 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 Territory under this Agreement or any other funding agreement through which a Federal Department provides funding to the Territory.

5.2 The Territory shall promptly notify DIAND 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 Territory 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 Territory 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 Territory shall ensure that the Agency:

(a) has a specified mandate, a clearly identified role and a defined relationship with the Territory;

(b) adheres to the accountability principles set out in this Agreement;

(c) maintains accounts and financial and non-financial records for each program, service or activity in respect of which the Territory 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;

(d) 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 Territory 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 Territory has delegated obligations or transferred funding to the Agency; and

(e) 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 Territory 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 Territory and the Agency that:

(a) sets out the obligations of the Agency, including those necessary for the Territory 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 Territory 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 Territory shall provide to that Federal Department a copy of the agreement referred to in subsection 6.1.2.

### **6.2 Delegating Territory Remains Liable**

6.2.1 Where the Territory delegates any or all of its obligations under this Agreement, the Territory will remain liable to Canada for the fulfillment of all of its obligations under this Agreement.

6.2.2 Where the Territory 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 Territory 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 Territory 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 Territory, any Federal Department may, individually or in conjunction with other Federal Departments or the Territory, audit or cause to have audited the accounts and records of the Territory 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 Territory with the terms and conditions of this Agreement;
- (b) review the program management and financial control practices of the Territory in relation to this Agreement; or
- (c) confirm the integrity of any data which has been reported by the Territory 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 Territory.

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 Territory.

### **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 Territory 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 Territory 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 Territory's premises;
- (e) direct any entity that has provided accounting or record-keeping services to the Territory 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 Territory 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 Territory's obligations, if any, under section 4.3 (Reporting).

## **8.0 DEFAULT**

8.1 The Territory will be in default of this Agreement in the event that the Territory defaults on any of its obligations set out in this Agreement or any other agreement through which a Federal Department provides funding to the GOVERNMENT OF YUKON, as represented by the Minister of Minister of Health and Social Services.

## **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 Territory 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 Territory 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 Territory 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 Territory to Canada as required under this Agreement or the corresponding clauses in its predecessor, if any. Subject to article 5.0 (Amounts Owed to Canada), any amounts so withheld must be paid by Canada to the Territory 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 Territory 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 Territory 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) without limiting any other obligation under this Agreement to reimburse amounts to Canada, the Territory shall reimburse to Canada any unexpended funding transferred to the Territory, up to the termination date of this Agreement, unless the Territory and Canada agree otherwise in writing;
- (b) subject to Canada's right to set off any amount owing to Canada under this Agreement, Canada shall pay to the Territory any monies owed to the Territory, up to the termination date of this Agreement, unless the Territory and Canada agree otherwise in writing; and
- (c) the Territory 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 "FED -1"
- SCHEDULE "DIAND-2" DIAND Funding
- SCHEDULE "DIAND-3" Program, Service and Activity Delivery Requirements, Reporting Requirements and Adjustment Factors
- SCHEDULE "DIAND-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 "DIAND-2", and section 3.3 (Where Amounts Not Allocated by Period) of Schedule "DIAND-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 Territory and Canada, and the Territory shall not represent otherwise.

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

12.5.1 Upon request or with agreement of the Territory, any Federal Department may, individually or in conjunction with other Federal Departments or the Territory, 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 Territory in relation to this Agreement. In the event of one or more such audits or evaluations, the Territory shall cooperate in the conduct of any such audit or evaluation and provide the auditors or evaluators such information as they require. The Territory shall maintain accounting documentation regarding all funding provided by DIAND 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 Territory, 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 DIAND will publish a Reporting Guide for each Fiscal Year no later than 90 days before the Fiscal Year begins. DIAND 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. DIAND will promptly

inform the Territory of any such amendment.

**13.0 NOTICES**

13.1 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.

13.2 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.

13.3 Either party may change the address information referred to in section 14.4 by providing notice to the other party of such change.

13.4 Notices will be sent to:

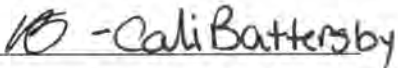
(a) DIAND at:  
 415 C - 300 Main Street  
  
 Whitehorse, YT Y1A 2B5  
 Attention: Manager, Client Services

(b) the Territory at:  
 Health and Social Services (H-1)  
  
 Box 2703  
  
 Whitehorse, YT Y1A 2C6  
 Attention: Director, Finance, Systems and Administration

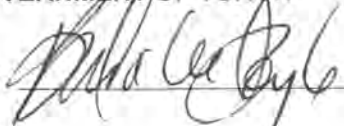
This Agreement has been executed by Canada and the Territory by their duly authorized representatives.

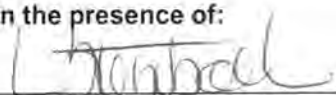
**SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Indian Affairs and Northern Development

by:   
 Director, Strategic Investments

in the presence of:  
  
 Date: April 28, 2017

**SIGNED ON BEHALF OF GOVERNMENT OF YUKON**

by:   
 Title: Acting Deputy Minister

in the presence of:  


Date: April 24, 2017

**SCHEDULE FED-1:**

**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**

As Of 2017/03/09

Arrangement #: 1718-YT-000037

Arrangement Type: FAPGT

Recipient: 8134 - GOVERNMENT OF YUKON

Fiscal Year: 2017-2018

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS 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>SET CONTRIBUTION FUNDING (SET)</b>															
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group: CHILD AND FAMILY SERVICES - P3201															
Functional Area: MAINTENANCE-INSTITUTIONS - NPD0 (AV204 - CHILD WELFARE) (2022/03/31)															
													Fund: 355		
													Cost Center: A0843		
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	798,960.00	0.00	798,960.00
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group: CHILD AND FAMILY SERVICES - P3201															
Functional Area: MAINTENANCE-FOSTER HOMES - NPD1 (AV204 - CHILD WELFARE) (2022/03/31)															
													Fund: 355		
													Cost Center: A0843		
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000,000.00	0.00	2,000,000.00
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group: CHILD AND FAMILY SERVICES - P3201															
Functional Area: MAINTENANCE - GROUP HOMES - NPD2 (AV204 - CHILD WELFARE) (2022/03/31)															
													Fund: 355		
													Cost Center: A0843		
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,098,740.00	0.00	6,098,740.00
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group: CHILD AND FAMILY SERVICES - P3201															
Functional Area: OPERATIONS - CFS - NPD3 (AV204 - CHILD WELFARE) (2022/03/31)															
													Fund: 355		
													Cost Center: A0843		
001	175,185.00	175,185.00	175,185.00	175,185.00	175,185.00	175,185.00	175,185.00	175,185.00	175,185.00	175,185.00	175,185.00	175,185.00	175,265.00	0.00	2,102,300.00
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Social Development															

**SCHEDULE FED-1:**  
**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**  
 As Of 2017/03/09

Arrangement #: 1718-YT-000037  
 Arrangement Type: FAPGT  
 Recipient: 8134 - GOVERNMENT OF YUKON

Fiscal Year: 2017-2018

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS 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 \$
Program Activity: SOCIAL DEVELOPMENT - BP300 Functional Area Group: CHILD AND FAMILY SERVICES - P3201 Functional Area: OPERATIONS - CFS (CFS Budget 2016 (2017) GY and FN Enhancement) - NPD3 (A0000 - DEFAULT ACCOUNT) (2022/03/31)															
													Fund: 355		
													Cost Center: A0843		
002	1,100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,100,000.00
<b>PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA</b>															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300 Functional Area Group: FAMILY VIOLENCE - P3401 Functional Area: PROV TERR REIMBURSEMENTS (Kaushee's) - NPE1 (AV202 - KAUSHEE'S PLACE) (2022/03/31)															
													Fund: 355		
													Cost Center: A0843		
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400,000.00	0.00	400,000.00
<b>PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA</b>															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300 Functional Area Group: ASSISTED LIVING - P3301 Functional Area: FOSTER CARE - NPC6 (A0000 - DEFAULT ACCOUNT) (2022/03/31)															
													Fund: 356		
													Cost Center: A0843		
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,000.00	0.00	125,000.00
<b>PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA</b>															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300 Functional Area Group: ASSISTED LIVING - P3301 Functional Area: INSTITUTIONAL CARE-CO-PMT (Macaulay Lodge) - NPC9 (AV200 - MACAULAY LODGE) (2022/03/31)															
													Fund: 356		
													Cost Center: A0843		
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400,000.00	0.00	400,000.00

**SCHEDULE FED-1:**  
**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**

As Of 2017/03/09

Arrangement #: 1718-YT-000037  
 Arrangement Type: FAPGT  
 Recipient: 8134 - GOVERNMENT OF YUKON

Fiscal Year: 2017-2018

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS 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>PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA</b>															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group: ASSISTED LIVING - P3301															
Functional Area: INSTITUTIONAL CARE-CO-PMT (Copper Ridge) - NPC9 (AV203 - COPPER RIDGE PLACE) (2022/03/31)															
													Fund: 356		
													Cost Center: A0843		
003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,866,425.58	0.00	3,866,425.58
<b>PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA</b>															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group: ASSISTED LIVING - P3301															
Functional Area: INSTITUTIONAL CARE-CO-PMT (McDonald) - NPC9 (AV201 - MCDONALD LODGE) (2022/03/31)															
													Fund: 356		
													Cost Center: A0843		
004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120,000.00	0.00	120,000.00
<b>PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA</b>															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group: ASSISTED LIVING - P3301															
Functional Area: INSTITUTIONAL CARE-CO-PMT (Thompson Centre) - NPC9 (AV207 - THOMPSON CENTRE) (2022/03/31)															
													Fund: 356		
													Cost Center: A0843		
002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	900,000.00	0.00	900,000.00
<b>PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA</b>															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group: IA EMPL. & PRE-EMPL. ACT. - P3105															
Functional Area: SERVICES DELIVERY INFRA. (NCB PMTS TO TERR - April - July) - NP97 (A0000 - DEFAULT ACCOUNT) (2022/03/31)															
													Fund: 356		
													Cost Center: A0843		
001	83,625.00	83,625.00	83,625.00	83,625.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	334,500.00

**SCHEDULE FED-1:**  
**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**  
 As Of 2017/03/09

Arrangement #: 1718-YT-000037  
 Arrangement Type: FAPGT  
 Recipient: 8134 - GOVERNMENT OF YUKON

Fiscal Year: 2017-2018

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS 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>PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA</b>															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group: INCOME ASST - BASIC NEEDS - P3101															
Functional Area: BASIC NEEDS - NP85 (AV205 - BASIC NEEDS CHARGEBACKS) (2022/03/31)															
													Fund: 356		
													Cost Center: A0843		
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	330,000.00	0.00	330,000.00
<b>PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA</b>															
Social Development															
Program Activity: SOCIAL DEVELOPMENT - BP300															
Functional Area Group: INCOME ASST-SPECIAL NEEDS - P3102															
Functional Area: SPECIAL NEEDS - NP8L (AV205 - BASIC NEEDS CHARGEBACKS) (2022/03/31)															
													Fund: 356		
													Cost Center: A0843		
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00	15,000.00

**TOTAL 2017-2018 SET CONTRIBUTION FUNDING (SET)**

1,358,810.00    258,810.00    258,810.00    258,810.00    175,185.00    175,185.00    175,185.00    175,185.00    175,185.00    175,185.00    175,185.00    175,185.00    175,265.00    15,054,125.58    0.00    18,590,925.58

**TOTAL 2017-2018 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA**

1,358,810.00    258,810.00    258,810.00    258,810.00    175,185.00    175,185.00    175,185.00    175,185.00    175,185.00    175,185.00    175,185.00    175,185.00    175,265.00    15,054,125.58    0.00    18,590,925.58

**TOTAL 2017-2018**

1,358,810.00    258,810.00    258,810.00    258,810.00    175,185.00    175,185.00    175,185.00    175,185.00    175,185.00    175,185.00    175,185.00    175,185.00    175,265.00    15,054,125.58    0.00    18,590,925.58

**GRAND TOTAL**

18,590,925.58

**SCHEDULE FED-1:**  
**2.0 - Cash Flow by Fiscal Year by Department**  
 As Of 2017/03/09

Arrangement #: 1718-YT-000037  
 Arrangement Type: FAPGT  
 Recipient: 8134 - GOVERNMENT OF YUKON

Budget	Funding	2017-2018	Total
Department of Indian and Northern Affairs Canada	Set Contribution	18,590,925.58	18,590,925.58
	Total	18,590,925.58	18,590,925.58
<b>Total</b>		<b>18,590,925.58</b>	<b>18,590,925.58</b>



## DIAND FUNDING

**1.0 DEFINITIONS AND INTERPRETATION**

## 1.1 In this Schedule:

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

## 1.2 The following definitions apply to schedule "DIAND-2"

**"Fixed Contribution Funding" or "FIXED"** means a Contribution for a program, service or activity for which any unexpended balances may be used by the Territory if conditions specified in this Agreement are met.

**"Flexible Contribution Funding" or "FLEX"** means a Contribution for a program, service or activity for which any unexpended balances may be used by the Territory, if conditions specified in this Agreement are met, until the earlier of the end of that program, service or activity and the expiry or termination of this Agreement.

**"Set Contribution Funding" or "SET"** means a Contribution for a program, service or activity for which any unexpended funding or any ineligible expenditure must be reimbursed to Canada.

**"Unexpended Fixed Funding"** means the amount by which funding provided under this Schedule for a program, service or activity identified as FIXED in Schedule "FED-1" for a Fiscal Year exceeds the amount that the Territory expends on that program, service or activity in that Fiscal Year.

**2.0 AMOUNT OF FUNDING**

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

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

3.1.1 Funding under section 2.1 will be paid to the Territory in accordance with amounts allocated by period in Schedule "FED-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 "FED-1" to fund a program, service or activity significantly differs from the Territory's anticipated expenditures for the corresponding period, the Territory shall promptly notify DIAND and, subject to subsection 3.2.3, propose adjustments to that Schedule accordingly. Canada shall notify the Territory of acceptance or rejection within thirty (30) days of the Territory's notification. Where Canada accepts the proposed adjustments, Canada shall attach the adjusted Schedule "FED-1" to Canada's notice of acceptance. The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1".

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

3.2.3 No total annual amount for any program, service or activity set in Schedule "FED-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 "FED-1" for a program, service or activity identified in that Schedule, the Territory 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 Territory of acceptance or rejection of a request under section 3.4 (Requirements for a Payment Request) within thirty (30) days of the Territory's request. Where Canada accepts the request, Canada shall attach an adjusted Schedule "FED-1" to Canada's notice of acceptance. The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1".

### **3.4 Requirements for a Payment Request**

## **4.0 EXPENDITURES AND UNEXPENDED FUNDING**

### **4.1 Eligible Expenditures**

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

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

4.2.1 For each program, service or activity identified in Schedule "FED-1", the Territory shall reimburse to DIAND 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 "DIAND-3" for that program, service or activity. If there is more than one funding source for a program, service or activity, the Territory shall reimburse to DIAND an amount calculated by prorating the amount of any such expenditure in accordance with the proportion of DIAND's funding for that program, service or activity.

4.2.2 Any expenditure by the Territory on program, service or activity against annual amounts allocated in Schedule "FED-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 DIAND will be deemed to be not in accordance with the program, services or activity delivery requirements and must be reimbursed to DIAND under this section.

### **4.3 Reimbursement of Unexpended SET Funding**

4.3.1 For each program, service or activity identified as SET in Schedule "FED-1", the Territory shall reimburse to DIAND the amount by which funds paid to the Territory under this Schedule for that program, service or activity for a Fiscal year exceeds the amount that the Territory expends on that program, service or activity in the same Fiscal Year. If there is more than one funding source for a program, service or activity, the Territory shall reimburse to DIAND an amount calculated by prorating, in accordance with the proportion of DIAND's funding for that program, service or activity, the difference between the amount received by the Territory from all sources for that program, service or activity and the amount the Territory expends on that program, service or activity.

### **4.4 Reimbursement of Unexpended FLEX Funding**

4.4.1 For each program, service or activity identified as FLEX in Schedule "FED-1", the Territory shall reimburse to DIAND the amount by which funds paid to the Territory under this Agreement for that program, service or activity exceeds the amount that the Territory expends on that program, service or activity, following the earlier of the end of that program, service or activity as indicated in Schedule "FED-1" and the expiry or termination of this Agreement. If there is more than one funding source for a program, service or activity, the Territory shall reimburse to DIAND an amount calculated by prorating, in accordance with the proportion of DIAND's funding for that program, service or activity, the difference between the amount received by the Territory from all sources for that program, service or activity and the amount the Territory expends on that program, service or activity.

### **4.5 Reimbursement of Unexpended FIXED Funding**

4.5.1 Subject to section 4.6 (Retention of Unexpended FIXED Funding), for each program, service or activity identified as FIXED in Schedule "FED-1", the Territory shall reimburse to DIAND the amount by which funds paid to the Territory under this Agreement for that program, service or activity for a Fiscal Year exceeds the amount that the Territory expends on that program, service or activity in the same Fiscal Year. If there is more than one funding source for a program, service or activity, the Territory shall reimburse to DIAND an amount calculated by prorating, in accordance with the proportion of DIAND's funding for that program, service or activity, the difference between the amount received by the Territory from all sources for that program, service or activity and the amount the Territory expends on that program, service or activity.

### **4.6 Retention of Unexpended FIXED Funding**

4.6.1 Without limiting section 9.2 (Action Canada May Take) or the Territory's obligation to reimburse unexpended funding under section 11.2 (When Parties Terminate), the Territory will be released from the obligation to reimburse Unexpended Fixed Funding in respect of a program, service or activity, as required under section 4.5 (Reimbursement of Unexpended FIXED Funding) of this schedule, if all of the following conditions have been met:

- (a) the Territory has fulfilled all of the delivery requirements of this Agreement for that program, service, or activity in the Fiscal Year for which the funding was provided;
- (b) the Territory expends the Unexpended Fixed Funding in the one-year period immediately following the Fiscal Year for which the funding was provided:
  - (i) on a program, service or activity that is similar to and has the same purpose as the program, service or activity for which the funding was provided; or
  - (ii) in accordance with a plan for expenditure of the funding that is submitted by the Territory to DIAND within one hundred and twenty (120) days after the end of that Fiscal Year and that DIAND accepts by way of notice to the Territory; and
- (c) the Territory reports on its expenditure of Unexpended Fixed Funding in accordance with the Reporting Guide.

4.6.2 Any Unexpended Fixed Funding that the Territory does not expend in accordance with this section must be reimbursed to DIAND under section 4.5 (Reimbursement of Unexpended FIXED Funding).

4.6.3 Where the Territory defaults in any reporting obligation under the Reporting Guide on the expenditure of any Unexpended Fixed Funding under this section, the Territory will be deemed to have contravened this section and shall reimburse that amount to DIAND under section 4.5 (Reimbursement of Unexpended FIXED Funding).

4.6.4 Without limiting any other requirement of this Agreement to keep accounts and records, the Territory shall keep accounts and financial and non-financial records on Unexpended Fixed Funding and retain those accounts and records, including all supporting documentation, for a period of seven (7) years from the end of the year to which those accounts and records relate.

4.6.5 The following sections of the main body of this Agreement apply in respect of Unexpended Fixed Funding retained by the Territory under this section:

- Article 5.0 (Amounts Owing to Canada)
- Article 6.0 (Delegation of Obligations)
- Article 7.0 (Access by Canada to Records)
- Article 8.0 (Default)
- Article 9.0 (Remedies on Default)
- Article 10.0 (Dispute Resolution)
- Section 12.4 (Effect on Relationship of Parties)
- Section 12.5 (Audit and Evaluation)
- Section 12.7 (Waiver)
- Section 12.8 (Conflict of Interest Provisions Regarding Federal Officials) Article 13.0 (Indemnification)
- Article 14.0 (Notices)

## **5.0 SURVIVAL**

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

SCHEDULE "DIAND-3"

PROGRAM/SERVICE/ ACTIVITY	DELIVERY REQUIREMENTS	ADJUSTMENT FACTOR
Income Assistance	<p>The Territory shall:</p> <p>(a) administer the Income Assistance Program in accordance with DIAND's <i>Social Programs National Manual</i> and any other approved program documentation issued by DIAND as amended from time to time.</p> <p>(b) administer pre-employment supports in accordance with the proposal [Name of Project] approved on [Day, Month, Year].</p>	
First Nation Child and Family Services	<p>The Territory shall administer the First Nations Child and Family Services Program in accordance with Provincial or Territorial legislation, as well as DIAND's <i>Social Programs National Manual</i> and any other current approved program documentation issued by DIAND and as amended from time to time.</p>	
Assisted Living	<p>The Territory shall administer the Assisted Living Program in accordance with DIAND's <i>Social Programs National Manual</i> and any other current approved program documentation issued by DIAND and as amended from time to time.</p>	
Family Violence Prevention	<p>The Territory shall administer the Family Violence Prevention Program in accordance with DIAND's <i>Social Programs National Manual</i> and any other current approved program documentation issued by DIAND and as amended from time to time.</p>	

## SCHEDULE DIAND-4 - Schedule of Reporting Requirement and Due Dates GOVERNMENT OF YUKON (8134)

Arrangement No.:

1718-YT-000037

Funding Agreement for Provincial and Territorial Governments

Program / Functional Area Group / Report Name	Reports Due
<b>SOCIAL DEVELOPMENT</b>	
<b>ASSISTED LIVING</b>	
455937 - (455937) - Assisted Living Report	
* Consolidated Report - Applicable only once (See note 1 below)	
Quarterly #1	2017/07/15
Quarterly #2	2017/10/15
Quarterly #3	2018/01/15
Quarterly #4	2018/04/15
<b>CHILD AND FAMILY SERVICES</b>	
4548549 - (4548549) - Activity and Expenditure Report - First Nations Child and Family Services	
* Consolidated Report - Applicable only once (See note 1 below)	
Annual #1	2018/04/30
455917 - (455917) - Child and Family Services Maintenance Report	
* Consolidated Report - Applicable only once (See note 1 below)	
Quarterly #1	2017/07/15
Quarterly #2	2017/10/15
Quarterly #3	2018/01/15
Quarterly #4	2018/04/15
<b>FAMILY VIOLENCE</b>	
455955 - (455955) - Family Violence Shelter and Prevention Annual Report	
* Consolidated Report - Applicable only once (See note 1 below)	
Family Violence Shelter and Prevention Annual Report	2018/05/31
<b>TP - Financial</b>	

Program / Functional Area Group / Report Name	Reports Due
<p>TP - Financial</p> <p>No DCI - (F-0192) - Annual Unaudited Schedule of Revenue and Expenditure  * Consolidated Report - Applicable only once (See note 1 below)</p> <p>Annual Unaudited Schedule of Revenue and Expenditure</p>	<p>2018/06/29</p>
<p><b>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)'</b></p>	

This is **Exhibit "10"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020

A handwritten signature in black ink, appearing to read "David P. Taylor", is written over a solid horizontal line.

A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)

FUNDING ARRANGEMENT

DEPARTMENT OF HEALTH AND SOCIAL SERVICES

FOR

2012-2017



## FUNDING AGREEMENT

### BETWEEN:

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

(hereinafter referred to as "Canada")

### AND

**THE GOVERNMENT OF YUKON**  
as represented by the Minister of **Health and Social Services.**

(hereinafter referred to as the Territory)

### WHEREAS:

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

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

#### 1.0 INTERPRETATION

##### 1.1 Definitions

- 1.1.1 In this Agreement, unless otherwise provided:

**"Agency"** means an entity declared by statute to be an agent of the Government of Yukon.

**"Agreement"** means this Agreement and includes all Schedules, any Notices of Budget Adjustment, and any amendments made in accordance with section 13.3 (Amendments), section 3.2 (Funding Subject to Appropriation and Departmental Funding Authorities), subsection 4.3.3, section 3.2 (Adjustment of Amounts Allocated by Period) of Schedule "DIAND-2" and subsection 3.3 (Where Amounts Not Allocated by Period) of Schedule "DIAND-2".

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

**"DIAND"** means the Department of Indian Affairs and Northern Development also known as Aboriginal Affairs and Northern Development Canada.

**"Federal Department"** means DIAND or any other federal government institution with respect to which a Minister representing Her Majesty the Queen in Right of Canada in this Agreement presides or is responsible and through which Canada provides funding under this Agreement.

**"Financial Reports"** means the Territory'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 Territory 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).

**"Recipient Reporting Guide" (RRG)** means the *Recipient Reporting Guide* issued by DIAND and as amended from time to time.

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

**"Year End Reporting Handbook"** means the *Year End Reporting Handbook* issued by DIAND and as amended from time to time.

## **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 12.0 (Termination), the term of this Agreement will be from the 1st day of April, 2012 until the 31st day of March, 2017.

## **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 Territory funding as set out in Schedule "DIAND-2" of this Agreement.
- 3.1.2 If funding is provided under this Agreement by more than one Federal Department, DIAND 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 Territory, 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 DIAND 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 DIAND 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 for which funding is provided under Schedule "DIAND-2" is changed in accordance with an adjustment factor set out in the Schedule "DIAND-3", Canada shall, by Notice of Budget Adjustment, amend Schedule "DIAND-2" and Schedule "FED-1" accordingly.

### **3.4 Holdback**

- 3.4.1 If Schedule "FED-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 Territory that amount within forty-five (45) days of the Territory's fulfillment to Canada's satisfaction of all reporting requirements of this Agreement relating to that program, service or activity.

**4.0 Territory'S RESPONSIBILITIES**

**4.1 Programs, Services and Activities**

4.1.1 The Territory 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 Territory 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 expenditure to be provided to DIAND in accordance with the *Year End Reporting Handbook*.

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

**4.3 Reporting**

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

4.3.2 Canada may, by notice to the Territory, extend the deadline for the receipt of other reports to be submitted to DIAND under this section if the Territory provides notice before the applicable due dates of circumstances beyond the Territory's control preventing the Territory from meeting the deadlines.

4.3.4 The Territory shall fulfill all other reporting requirements set out in the Schedules.

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

**4.4 Ineligible Expenditures and Unexpended Funding**

4.4.1 The Territory 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 Territory 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 Territory under this Agreement or that is otherwise owed to Canada by the Territory under this Agreement, is a debt due to Canada. Canada shall notify the Territory 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 Territory under this Agreement or any other funding agreement through which a Federal Department provides funding to the Territory.

5.2 The Territory shall promptly notify DIAND 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 Territory 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 The Territory may delegate any or all of its obligations under this Agreement to an Agency, and/or transfer funding to an Agency to provide, in whole or in part, programs, services or activities for which funding is provided under this Agreement.

For greater certainty, such delegation of obligations and transfer of funds shall only occur between the Territory and an Agency.

Where such delegation and/or transfer occur, the Territory shall ensure that the Agency:

- (a) has a specified mandate, a clearly identified role and a defined relationship with the Territory;
- (b) adheres to the accountability principles set out in this Agreement;
- (c) maintains accounts and financial and non-financial records for each program, service or activity in respect of which the Territory 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;
- (d) in the event of an audit or evaluation under article 7.0 (Access by Canada to Records) or section 13.5 (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 Territory 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 Territory has delegated obligations or transferred funding to the Agency; and
- (e) 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 Territory 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 Territory and the Agency that:

- (a) sets out the obligations of the Agency, including those necessary for the Territory to fulfill the requirements of subsection 6.1.1;
- (b) provides 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 Territory 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 Territory shall provide to that Federal Department:

- (a) a copy of the agreement referred to in subsection 6.1.2.

### 6.2 Delegating Territory Remains Liable

6.2.1 Where the Territory delegates any or all of its obligations under this Agreement, the Territory will remain

liable to Canada for the fulfillment of all of its obligations under this Agreement.

6.2.2 Where the Territory 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 Territory 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 Territory 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 Territory, any Federal Department may, individually or in conjunction with other Federal Departments or the Territory, audit or cause to have audited the accounts and records of the Territory 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 Territory with the terms and conditions of this Agreement;
- (b) review the program management and financial control practices of the Territory in relation to this Agreement; or
- (c) confirm the integrity of any data which has been reported by the Territory 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 Territory.

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 Territory.

### **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 Territory 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 Territory 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 Territory's premises;
- (e) direct any entity that has provided accounting or record-keeping services to the Territory 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 Territory 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 13.5 (Audit and Evaluation); or
- (b) the Territory's obligations, if any, under section 4.3 (Reporting).

**8.0 DEFAULT**

8.1 The Territory will be in default of this Agreement in the event that the Territory defaults on any of its obligations set out in this Agreement or any other agreement through which a Federal Department provides funding to the GOVERNMENT OF YUKON, as represented by the Minister of Health and Social Services.

**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 Territory 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 Territory 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 Territory 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 Territory 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 Territory within forty-five (45) days of Canada's acceptance of subsequently submitted reports.

**10.0 INDEMNIFICATION**

10.1 The Territory 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 Territory or any Agency, any breach of this Agreement by the Territory and performance or non-performance (in whole or in part) of the Territory's obligations under this Agreement, and any claims, liabilities and demands that may arise from the Territory 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.

**11.0 DISPUTE RESOLUTION**

**11.1 The Process**

11.1.1 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.

11.1.2 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.

**11.2 Exceptions to the Process**

11.2.1 Disputes arising as a result of any of the following matters will not be dealt with under the dispute resolution process provided in section 11.1 (The Process):

- (a) budget decisions of the Territory that are consistent with the terms and conditions of this Agreement;
- (b) the amount of funding provided by Canada under this Agreement;
- (c) an audit or evaluation under article 7.0 (Access by Canada to Records) or section 13.5 (Audit and Evaluation);
- (d) a decision by Canada that the Territory is in default;
- (e) any action taken by Canada under article 9.0 (Remedies on Default) or section 3.2 (Funding Subject to Appropriations and Departmental Funding Authorities); and
- (f) matters of policy.

**12.0 TERMINATION**

**12.1 Parties May Terminate**

12.1.1 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 11.0 (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.

**12.2 When Parties Terminate**

12.2.1 In the event of the termination of this Agreement:

- (a) without limiting any other obligation under this Agreement to reimburse amounts to Canada, the Territory shall reimburse to Canada any unexpended funding transferred to the Territory, up to the termination date of this Agreement, unless the Territory and Canada agree otherwise in writing;
- (b) subject to Canada's right to set off any amount owing to Canada under this Agreement, Canada shall pay to the Territory any monies owed to the Territory, up to the termination date of this Agreement, unless the Territory and Canada agree otherwise in writing; and

- (d) the Territory shall fulfill any other obligation relating to termination set out in any Schedule.

### **13.0 GENERAL**

#### **13.1 Schedules**

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

SCHEDULE "FED -1"

SCHEDULE "DIAND-2" DIAND Funding

SCHEDULE "DIAND-3" Program, Service and Activity Delivery Requirements, Reporting Requirements and Adjustment Factors

SCHEDULE "DIAND-4" Schedule of Reporting Requirements and Due Dates

#### **13.2 Entire Agreement**

- 13.2.1 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.

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

#### **13.3 Amendments**

- 13.3.1 Subject to section 3.2 (Funding Subject to Appropriations and Departmental Funding Authorities), section 3.3 (Formula-based or Factor-based Funding Adjustment), subsection 4.3.3, section 3.2 (Adjustment of Amounts Allocated by Period) of Schedule "DIAND-2", and section 3.3 (Where Amounts Not Allocated by Period) of Schedule "DIAND-2", a written amending agreement signed by both parties is required to amend this Agreement.

#### **13.4 Effect on Relationship of Parties**

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

#### **13.5 Audit and Evaluation**

- 13.5.1 Upon request or with agreement of the Territory, any Federal Department may, individually or in conjunction with other Federal Departments or the Territory, 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 Territory in relation to this Agreement. In the event of one or more such audits or evaluations, the Territory shall cooperate in the conduct of any such audit or evaluation and provide the auditors or evaluators such information as they require. The Territory shall maintain accounting documentation regarding all funding provided by DIAND and other Federal Departments in a manner that will allow for audit.

#### **13.6 Headings**

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

#### **13.7 Waiver**

- 13.7.1 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.

- 13.7.2 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.



**13.8 Conflict of Interest Provisions Regarding Federal Officials**

- 13.8.1 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.
- 13.8.2 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*, or the *Values and Ethics Code for the Public Service* apply will derive any direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.

**13.9 Public Disclosure**

- 13.9.1 Without limiting any right, obligation or capacity of Canada to disclose information, Canada may publicly disclose the name and address of the Territory, 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.

**13.10 Legislation and Government Publications**

- 13.10.1 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.

**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:

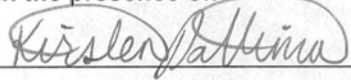
- (a) DIAND at:  
415 C - 300 Main Street  
  
Whitehorse, YT Y1A 2B5  
Attention: Manager, Client Services
- (b) the Territory at:  
  
Health and Social Services (6H-16)  
  
Box 2703  
  
Whitehorse, Yukon Y1A 2C6  
  
Attention: Director, Finance, Systems and Administration

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

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

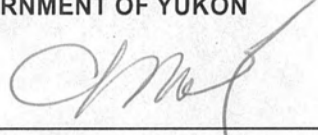
by:   
**Director, Strategic Investments**

in the presence of:



Date: Feb 5, 2013

**SIGNED ON BEHALF OF  
GOVERNMENT OF YUKON**

by: 

Title: A/Deputy Minister

in the presence of:



Date: JAN 31 2013

**SCHEDULE "FED-1" - Federal Departments Consolidated Cash Flow Statement**  
**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**  
 As Of 2013/01/18

Arrangement #: 1213-08-000039  
 Arrangement Type: FAGT  
 Recipient: 8134 - GOVERNMENT OF YUKON  
 Fiscal Year: 2012-2013

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA

PROGRAM / BUDGET / TRANSACTION ACTIVITIES	Code	Seq.	Auth.	RCM	Fund. Appr.	P1 Apr	P2 May	P3 Jun	P4 Jul	P5 Aug	P6 Sep	P7 Oct	P8 Nov	P9 Dec	P10 Jan	P11 Feb	P12 Mar	Pool	Holdback	Allocation Total \$
<b>Fixed Contribution</b>																				
Social Development																				
SOCIAL DEVELOPMENT - BP300																				
CHILD AND FAMILY SERVICES - P3201																				
OPERATIONS - CFS (VIAE - CHILD WELFARE) (2017/03/31)	02373	001	375	0843	FIXED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,102,300.00	0.00	2,102,300.00
<b>Total Fixed Contribution</b>						0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,102,300.00	0.00	2,102,300.00
<b>Set Contribution</b>																				
Social Development																				
SOCIAL DEVELOPMENT - BP300																				
CHILD AND FAMILY SERVICES - P3201																				
MAINTENANCE - FOSTER HOMES (VIAE - CHILD WELFARE) (2017/03/31)	02371	001	375	0843	SET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,857,480.00	0.00	1,857,480.00
MAINTENANCE - GROUP HOMES (VIAE - CHILD WELFARE) (2017/03/31)	02372	001	375	0843	SET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,041,260.00	0.00	3,041,260.00
MAINTENANCE - INSTITUTIONS (VIAE - CHILD WELFARE) (2017/03/31)	02370	001	375	0843	SET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	798,960.00	0.00	798,960.00
FAMILY VIOLENCE - P3401																				
PROVINCIAL REIMBURSEMENTS - FOR FVPP SHELTER SERVICES OFF-RESERVE (2017/03/31)	02421	001	375	0843	SET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	425,000.00	0.00	425,000.00
INCOME ASSISTANCE - BASIC NEEDS - P3101																				
BASIC NEEDS (VIAF - BASIC NEEDS CHARGEBACKS) (2017/03/31)	02305	001	375	0843	SET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300,000.00	0.00	300,000.00
INCOME ASSISTANCE - SPECIAL NEEDS - P3102																				
SPECIAL NEEDS (VIAF - BASIC NEEDS CHARGEBACKS) (2017/03/31)	02320	001	375	0843	SET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	0.00	30,000.00
NATIONAL CHILD BENEFIT - P3602																				
NCB PAYMENTS TO PROVINCES/TERRITORIES FOR PROVINCIAL/TERRITORIAL NCB INCOME SUPPORT PROGRAMS ON RESERVE (2017/03/31)	02445	001	375	0843	SET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,340,000.00	0.00	1,340,000.00
<b>Total Set Contribution</b>						0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,792,700.00	0.00	7,792,700.00

**SCHEDULE "FED-1" - Federal Departments Consolidated Cash Flow Statement**

**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**

As Of 2013/01/18

Arrangement #: 1213-08-000039  
 Arrangement Type: FAPGT  
 Recipient: 8134 - GOVERNMENT OF YUKON  
 Fiscal Year: 2012-2013

Total DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,895,000.00	0.00	9,895,000.00
Total All Departments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,895,000.00	0.00	9,895,000.00

**SCHEDULE "DIAND-2"****DIAND FUNDING****1.0 DEFINITIONS AND INTERPRETATION**

1.1 In this Schedule:

**"Fixed Contribution Funding" or "FIXED"** means a Contribution for a program, service or activity for which any unexpended balances may be used by the Territory if conditions specified in this Agreement are met.

**"Flexible Contribution Funding" or "FLEX"** means a Contribution for a program, service or activity for which any unexpended balances may be used by the Territory, if conditions specified in this Agreement are met, until the earlier of the end of that program, service or activity and the expiry or termination of this Agreement.

**"Grant Funding" or "GRANT"** means funding for a program, service or activity that may be used by the Territory if conditions specified in this Agreement are met.

**"Set Contribution Funding" or "SET"** means a Contribution for a program, service or activity for which any unexpended funding or any ineligible expenditure must be reimbursed to Canada.

**"Unexpended Fixed Funding"** means the amount by which funding provided under this Schedule for a program, service or activity identified as FIXED in Schedule "FED-1" for a Fiscal Year exceeds the amount that the Territory expends on that program, service or activity in that Fiscal Year.

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

**2.0 AMOUNT OF FUNDING**

2.1 Subject to the terms and conditions of this Agreement, DIAND shall transfer to the Territory:

(a) Set Contribution Funding (SET) in the following amounts:

An amount of up to Seven Million, Seven Hundred Ninety Two, Seven Hundred Dollars (\$7,792,700.00) for Fiscal Year 2012/13; An amount of up to Seven Million, Seven Hundred Ninety Two, Seven Hundred Dollars (\$7,792,700.00) for Fiscal Year 2013/14; An amount of up to Seven Million, Seven Hundred Ninety Two, Seven Hundred Dollars (\$7,792,700.00) for Fiscal Year 2014/15; An amount of up to Seven Million, Seven Hundred Ninety Two, Seven Hundred Dollars (\$7,792,700.00) for Fiscal Year 2015/16; and An amount of Seven Million, Seven Hundred Ninety Two, Seven Hundred Dollars (\$7,792,700.00) for Fiscal Year 2016/17.

(b) Fixed Contribution Funding (FIXED) in the following amounts:

An amount of up to Two Million, One Hundred and Two Thousand, Three Hundred dollars (\$2,102,300.00) for Fiscal Year 2012/13; An amount of up to Two Million, One Hundred and Two Thousand, Three Hundred dollars (\$2,102,300.00) for Fiscal Year 2013/14; An amount of up to Two Million, One Hundred and Two Thousand, Three Hundred dollars (\$2,102,300.00) for Fiscal Year 2014/15; An amount of up to Two Million, One Hundred and Two Thousand, Three Hundred dollars (\$2,102,300.00) for Fiscal Year 2015/16; and An amount of Two Million, One Hundred and Two Thousand, Three Hundred dollars (\$2,102,300.00) for Fiscal Year 2016/17.

**3.0 EXPENDITURES AND UNEXPENDED FUNDING****3.1 Eligible Expenditures**

3.1.1 The Territory shall expend the SET, FIXED and FLEX funding provided under this Schedule only for the purpose of delivering each program, service and activity identified as SET, FIXED or FLEX in Schedule "FED-1" in the Fiscal Years for which funding is allocated for that program, service or activity in that Schedule and in accordance with the delivery requirements for that program, service or activity set out in Schedule "DIAND-3".

3.1.2 The Territory will be responsible for any expenditure on any program, service or activity identified as FIXED or FLEX in Schedule "FED-1" that exceeds the amount of funding allocated for that program, service or activity in that Schedule.

**3.2 Reimbursement of Ineligible Expenditures**

3.2.1 Subject to subsection 3.2.2, for each program, service or activity identified as SET, FIXED and FLEX in Schedule "FED-1", the Territory shall reimburse to DIAND 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 "DIAND-3" for that program, service or activity.

3.2.2 Where there is more than one funding source for a program, service or activity for which SET, FIXED or FLEX funding is provided under this Schedule, the Territory shall reimburse to DIAND an amount proportional to DIAND's funding for that program, service or activity.

**3.3 Reimbursement of Unexpended SET Funding**

3.3.1 Subject to subsection 3.3.2, for each program, service or activity identified as SET in Schedule "FED-1", the Territory shall reimburse to DIAND the amount by which funds paid to the Territory under this Agreement for that program, service or activity for a Fiscal Year exceeds the amount that the Territory expends on that program, service or activity in the same Fiscal Year.

3.3.2 Where there is more than one funding source for a program, service or activity for which SET funding is provided under this Schedule, the Territory shall reimburse to DIAND an amount proportional to DIAND's funding for that program, service or activity.

3.3.3 Any claims for SET funding eligible for reimbursement under the terms and conditions of this Agreement shall be reimbursed by DIAND to the Territory.

**3.4 Reimbursement of Unexpended FLEX Funding**

3.4.1 Subject to subsection 3.4.2, for each program, service or activity identified as FLEX in Schedule "FED-1", the Territory shall reimburse to DIAND the amount by which funds paid to the Territory under this Agreement for that program, service or activity exceeds the amount that the Territory expends on that program, service or activity, following the earlier of the end of that program, service or activity as indicated in Schedule "FED-1" and the expiry or termination of this Agreement.

3.4.2 Where there is more than one funding source for a program, service or activity for which FLEX funding is provided under this Schedule, the Territory shall reimburse to DIAND an amount proportional to DIAND's funding for that program, service or activity.

**3.5 Reimbursement of Unexpended FIXED Funding**

3.5.1 Subject to section 3.7 (Retention of Unexpended FIXED Funding) and subsection 3.5.2, for each program, service or activity identified as FIXED in Schedule "FED-1", the Territory shall reimburse to DIAND the amount by which funds paid to the Territory under this Agreement for that program, service or activity for a Fiscal Year exceeds the amount that the Territory expends on that program, service or activity in the same Fiscal Year.

3.5.2 Where there is more than one funding source for a program, service or activity for which FIXED funding is provided under this Schedule, the Territory shall reimburse to DIAND an amount proportional to DIAND's funding for that program, service or activity.

**3.6 Reimbursement of GRANT Funding**

3.6.1 For each program, service or activity identified as GRANT in Schedule "FED-1", the Territory shall reimburse to DIAND any amounts paid to the Territory under this Schedule corresponding to that program, service or activity when the Territory does not meet DIAND's eligibility requirements for Grant Funding for that program, service or activity.

**3.7 Retention of Unexpended FIXED Funding**

3.7.1 Subject to the default provisions of this Agreement, the Territory will be released from the obligation to reimburse Unexpended Fixed Funding to DIAND under section 3.5 (Reimbursement of Unexpended FIXED Funding) if all of the following conditions have been met:

(a) the Territory is not in default of this Agreement or any other agreement through which DIAND provides funding to the Territory;

(b) the Territory submits to DIAND a plan for expenditure of Unexpended Fixed Funding that is acceptable to DIAND, at any time on or before the day that falls one hundred and twenty (120) days after the end of the Fiscal Year corresponding to the Unexpended Fixed Funding;

(c) DIAND notifies the Territory of DIAND's acceptance of the Territory's plan for expenditure of Unexpended Fixed Funding;

(d) the Territory expends the Unexpended Fixed Funding in accordance with its plan within the period that begins on the day that DIAND notifies the Territory of its acceptance of the Territory's plan and that ends at the end of the one-year period immediately following the Fiscal Year corresponding to the Unexpended Fixed Funding;

(e) the Territory reports on its expenditure of Unexpended Fixed Funding in accordance with the *Year End Reporting Handbook*; and

(f) the Territory notifies DIAND of any proposed amendments to its plan, which amendments will take effect only if DIAND notifies the Territory of DIAND's acceptance of the amendments.

3.7.2 Paragraphs (b), (c), (d) and (f) of subsection 3.7.1 do not apply in respect of any amount of Unexpended

Fixed Funding that the Territory expends in the one-year period immediately following the Fiscal Year corresponding to the Unexpended Fixed Funding for the purpose of delivering the corresponding program, service or activity in accordance with the applicable delivery requirements set out in Schedule "DIAND-3", as if those delivery requirements continue to apply to that funding.

3.7.3 Any Unexpended Fixed Funding that the Territory does not expend in accordance with this section must, be reimbursed to DIAND under section 3.5 (Reimbursement of Unexpended FIXED Funding).

3.7.4 Where the Territory defaults in any reporting obligation under the *Year End Reporting Handbook* on the expenditure of any Unexpended Fixed Funding under this section, the Territory will be deemed to have contravened this section and shall reimburse that amount to DIAND under section 3.5 (Reimbursement of Unexpended FIXED Funding).

3.7.5 Without limiting any other requirement of this Agreement to keep accounts and records, the Territory shall keep accounts and financial and non-financial records on Unexpended Fixed Funding and retain those accounts and records, including all supporting documentation, for a period of seven (7) years from the end of the year to which those accounts and records relate.

3.7.6 The following sections of the main body of this Agreement apply in respect of Unexpended Fixed Funding retained by the Territory under this section:

Article 5.0 (Amounts Owing to Canada)

Article 6.0 (Delegation of Obligations)

Article 7.0 (Access by Canada to Records)

Article 8.0 (Default)

Article 9.0 (Remedies on Default)

Article 10.0 (Indemnification)

Article 11.0 (Dispute Resolution)

Section 13.4 (Effect on Relationship of Parties)

Section 13.5 (Audit and Evaluation)

Section 13.7 (Waiver)

Section 13.8 (Conflict of Interest Provisions Regarding Federal Officials)

Article 14.0 (Notices)

### **3.8 Requirements for a Payment Request**

3.8.1 Payments shall be made upon submission and acceptance of invoices.

### **4.0 SURVIVAL**

4.1 All sections in article 3.0 (Expenditure and Unexpended Funding) except section 3.1 (Eligible Expenditures) survive the expiry or termination of this Agreement.

**SCHEDULE "DIAND-3"**

<b>PROGRAM/SERVICE/ACTIVITY</b>	<b>DELIVERY REQUIREMENTS</b>	<b>ADJUSTMENT FACTOR</b>
Income Assistance	The Territory will administer the Income Assistance Program in accordance with DIAND's <i>Income Assistance Program - National Manual</i> (or any other approved program documentation) as amended from time to time.	The budget may be adjusted based on budget changes directly attributed to an increase or decrease in eligible individuals, in the eligible activities or of the eligible rates.
Child and Family Services	The Territory will administer the First Nations Child and Family Services Program in accordance with Provincial or Territorial legislation, as well as DIAND's First Nation Child and Family Services Program - National Manual (or any other approved program documentation) as amended from time to time.	The budget may be adjusted based on budget changes directly attributed to an increase or decrease in eligible individuals, in the eligible activities or of the eligible rates.
Assisted Living	The Territory will administer the Assisted Living Program in accordance with DIAND's Assisted Living Program - National Manual (or any other approved program documentation) as amended from time to time.	The budget may be adjusted based on budget changes directly attributed to an increase or decrease in eligible individuals, in the eligible activities or of the eligible rates.
Family Violence Prevention	The Territory will administer the Family Violence Prevention Program in accordance with DIAND's <i>Family Violence Prevention Program - National Manual</i> (or any other approved program documentation) as amended from time to time.	The budget may be adjusted based on budget changes directly attributed to an increase or decrease in eligible individuals, in the eligible activities or of the eligible rates.
National Child Benefit (Yukon Child Benefit)	The Territory will administer the National Child Benefit in accordance with DIAND's National Child Benefit Re-Investment Program - National Manual (or any other approved program documentation) as amended from time to time.	The budget may be adjusted based on budget changes directly attributed to an increase or decrease in eligible individuals, in the eligible activities or of the eligible rates.



DIAND-4  
Unclassified

### SCHEDULE "DIAND-4" - Schedule of Reporting Requirement and Due Dates GOVERNMENT OF YUKON (8134)

Arrangement No.: 1213-08-000039  
Fiscal Year: 2012-2013

Funding Agreement for Provincial and Territorial Governments

Program / Budget Activity / Report Name	Reports Due
<b>SOCIAL DEVELOPMENT</b>	
<b>FAMILY VIOLENCE</b>	
455955 - (455955) - Family Violence Shelter Annual Report	
Family Violence Shelter Annual Report	2013/05/31

**DIAND Yukon Region  
Transfer Payments Unit (TPU)  
Funding Arrangements Routing Slip**

Recipient Name: Department of Health and Social Services

Recipient Number: 8134

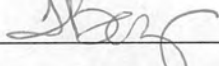
Arrangement Type: ARFA (OTHER)

Arrangement Number: 1213-08-000039

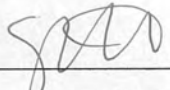
Amendment Number:

NOBA #:

Document Amount: \$9,895,000.00

**RCM 0843 Review:**  **Date:** 19-Jan-13  
DD-MMM-YY

*(Review of Delivery Requirements, Reporting Requirements, Adjustment Factors, Cash-flow)*

**Accounting Ops:**  **Date:** 19-JAN-13  
DD-MMM-YY  
C. CARRUTHERS.

Accounting Operations Approval

This is **Exhibit "11"**  
to the affidavit of  
Cindy Blackstock  
affirmed before me over video teleconference  
this 30<sup>th</sup> day of October, 2020

A handwritten signature in black ink, appearing to read 'David P. Taylor', is written over a horizontal line.

A Commissioner for Taking Affidavits

David P. Taylor (LSO# 63508Q)



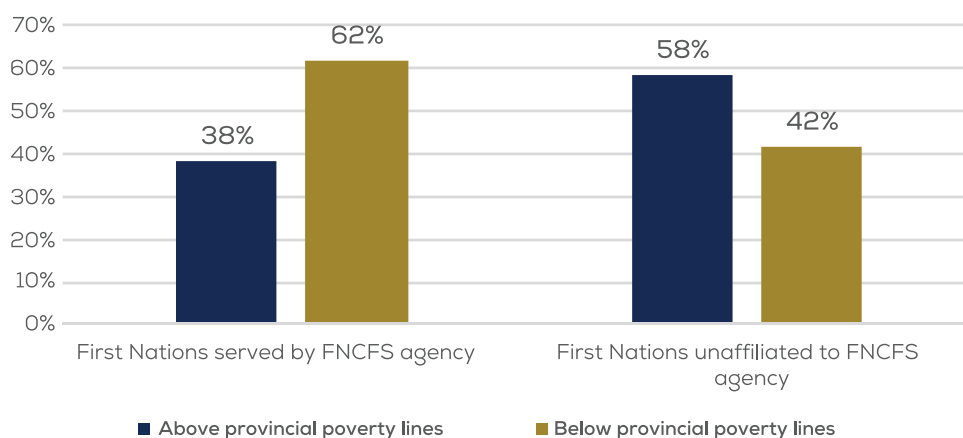
# **Funding First Nations child and family services (FNCFS): A performance budget approach to well-being**

## Part V: Assessments of need for First Nations unaffiliated to a FNCFS agency

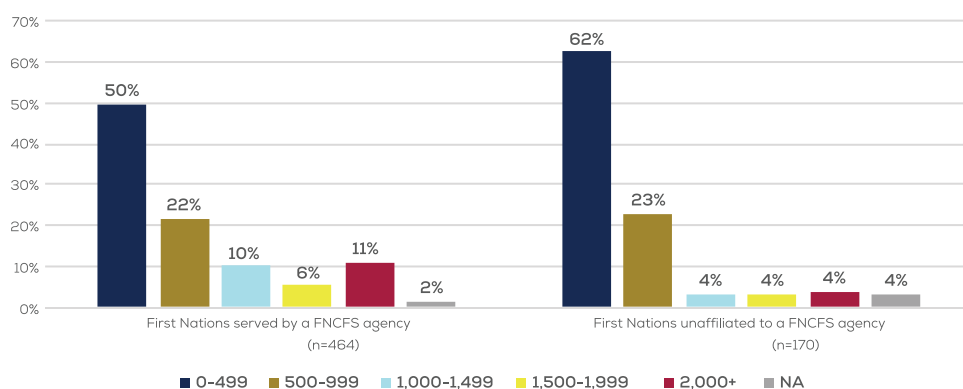
### Introduction

It is estimated that 170 First Nations are unaffiliated to a FNCFS agency, most of which are in British Columbia. Approximately 60% of First Nations unaffiliated to a FNCFS agency have total median household incomes above their respective provincial poverty lines (Figure 68). The populations of unaffiliated First Nations tend to be small, with the majority (62%) of 2019 populations below 500 people on-reserve (Figure 69).

**FIGURE 68:** Percentage of First Nations above/below their respective provincial poverty lines (Census 2016).

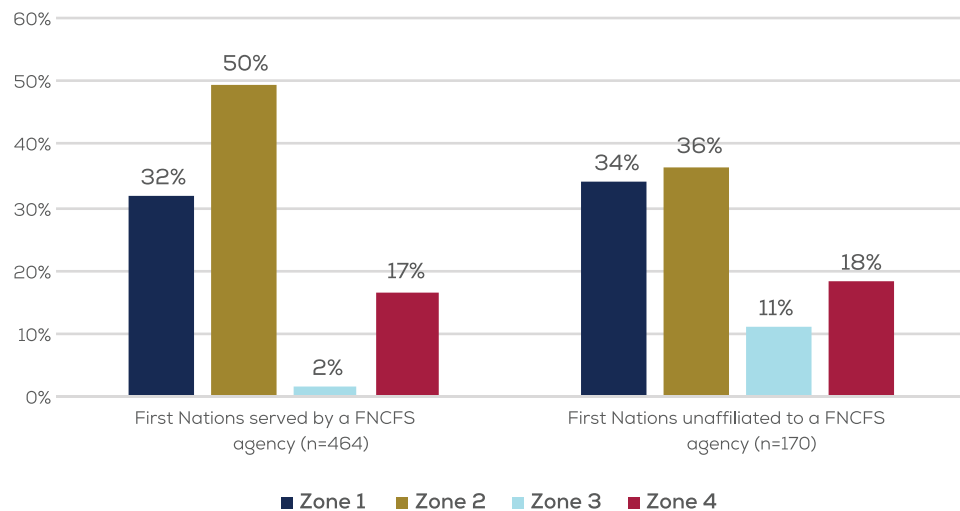


**FIGURE 69:** Distribution of First Nations by 2019 ISC on-reserve population by cluster.



The majority of First Nations served and unaffiliated to a FNCFS agency reside in geographic zones<sup>354</sup> 1 and 2. There are similar proportions of affiliated and unaffiliated First Nations in zone 4 (Figure 70).

**FIGURE 70:** Distribution of First Nations by geographic zone.



Prevention services in CFS, as with health, should be community-level initiatives. Promoting wellness is not the work of a single entity or organization, but a community expression of how they care for their own members. For some First Nations, this means working with a delegated or undelegated FNCFS agency. For others, this vision includes various program streams run by the community. The provision of CFS is not about band councils versus FNCFS agencies (although, it is recognized that these challenges exist in various communities).

As with any service, there is variability in need based on the distinct and desired approach of each First Nation. Some unaffiliated First Nations are contemplating jurisdiction in protection the context of the *An Act respecting First Nations, Inuit and Métis children, youth and families*, while others prefer to focus exclusively on prevention services with protection provided by the province. Variability in provincial CFS laws may also influence a First Nation's approach. British Columbia has various levels of delegation associated to prevention and protection services, offering a range of levels at which First Nations may choose to engage. Quebec commonly fuses health and social service provision in communities, encouraging an integrated approach among services.

<sup>354</sup> Geographic zone refers to a First Nation's distance to a service centre and associated mode(s) of transportation.

Zone 1: First Nations located within 50 km of a service centre.

Zone 2: First Nations located between 50–350 km of a service centre.

Zone 3: First Nations located over 350 km from a service centre.

Zone 4: First Nations with air, rail or boat access to service centre.

## Need-assessment

There is sufficient variability in the desired approaches of unaffiliated First Nations to warrant a need-assessment tool. This tool could take the form of a survey for those First Nations seeking supplementary funding to grow their CFS-focused activities. While federal resources have not typically been directed to unaffiliated First Nations for CFS, there is an opportunity for targeted investments. Such investments would be consistent with the view that CFS is about the well-being of children, families and communities, and not exclusively protection.

As detailed in the cases of unaffiliated First Nations below, efforts on CFS vary based on resources and community structures. In the case of Esquimalt, CFS-focused programming is a challenge to design and develop as their current resource mix does not allow for such targeted programming. Prevention programming in Esquimalt is focused broadly on wellness. By contrast, First Nation W (anonymized at the request of the First Nation), has rebalanced resources to develop housing-oriented programming in support of CFS.

With the variance in current programming and resourcing among unaffiliated First Nations, a detailed need-assessment could support informed resource allocation. By developing a better understanding of current state practices and contexts, federal funding could be allocated on a case-by-case basis to respond to the variety and changing circumstances of unaffiliated First Nations. While the contexts and needs of First Nations served by a FNCFS agency are similarly dynamic, it is the agency's responsibility to ensure community connections and responsive programming suitable to the needs of communities served.

With circumstances favouring CFS reform, it is advisable to undertake a need-assessment survey of unaffiliated First Nations with the following components:

1. Context:
  - a. Tell us about your community and the people you serve.
  - b. Tell us about what child and family services focused services and programming work well and which work less well.
  - c. What do you think your community needs to be better meet the needs of children and families?
2. Organization overview:
  - a. Tell us about your governance structure.
  - b. Are there one or more organizations involved with children and families?
  - c. How do organizations work together?

3. Programming overview:
  - a. Tell us about the programs and services provided by your community.
  - b. How do you align resources (human, financial, infrastructure) to your programming priorities?
  - c. Are there program gaps or future directions/considerations for programs and services?
  
4. Resources and allocation:
  - a. Do you have the resources (human, financial, infrastructure) necessary to provide programming for child and family services?
  - b. Has your community requested CHRT-mandated funding for prevention or other programming?
    - i. If yes, was it received?
    - ii. If not, why?
  
5. Data and performance:
  - a. How does your community make programming decisions?
  - b. How does your community determine what programming works?
  
6. Other considerations:
  - a. Challenges/obstacles faced or overcome by your community
  - b. Wise practices to share

Building from these six questions, a mix of quantitative and qualitative data would be collected. Assuming a participation rate of at least 50% of unaffiliated First Nations, representative of the broader group of 170 First Nations, the data returned could be analyzed and returned to First Nations for further consultation. To determine how best to build a course forward should be an exercise specific to individual First Nations.



## **ESQUIMALT NATION BRITISH COLUMBIA**

### **Governance Structure and Resources**

Esquimalt Nation has a small population with 171 residents on-reserve,<sup>355</sup> near Victoria, British Columbia (BC). An urban Nation, Esquimalt occupies 44-acres on southern Vancouver Island and is a member of the Coast Salish language group. The Nation is adjacent to the Songhees Nation, the Township of Esquimalt, and the Town of View Royal, and is in close proximity to the City of Victoria. Located near an urban centre, members benefit from access to transport, walkability, and various provincial services.

Even with its proximal location, employment is a concern for the community. With housing shortages and the by-products of intergenerational trauma, cyclical challenges of poverty and welfare are even more pronounced.

Governed by a Chief and a Council (comprised of five members), monthly meetings are held to discuss strategic planning and the development of the Nation. There have been efforts in recent years to help to define the Nation as a centre for resources and support, rather than a crutch or source of handouts for members. The focus on empowerment and motivation of members, has for instance, introduced criteria for accessing social assistance and offering more supports for building resiliency and wellness from the ground up.

Esquimalt has struggled to have its resources meet its ambitions. To fund its programming, Esquimalt depends on various project-based funding sources. In this context, available funding tends to drive its activities (instead of activities being funded based on need). Developing own-source revenue has proved challenging (e.g. lease of land for parking), having to navigate timelines of bureaucracies of different orders of government.

### **Historical Treaty and Current-Relationship with the Crown**

The Esquimalt Nation is one of the signatories to the Douglas Treaty in the 1850s. A key provision in the treaty granted the Nation the right: “to continued use”, the “liberty to hunt over

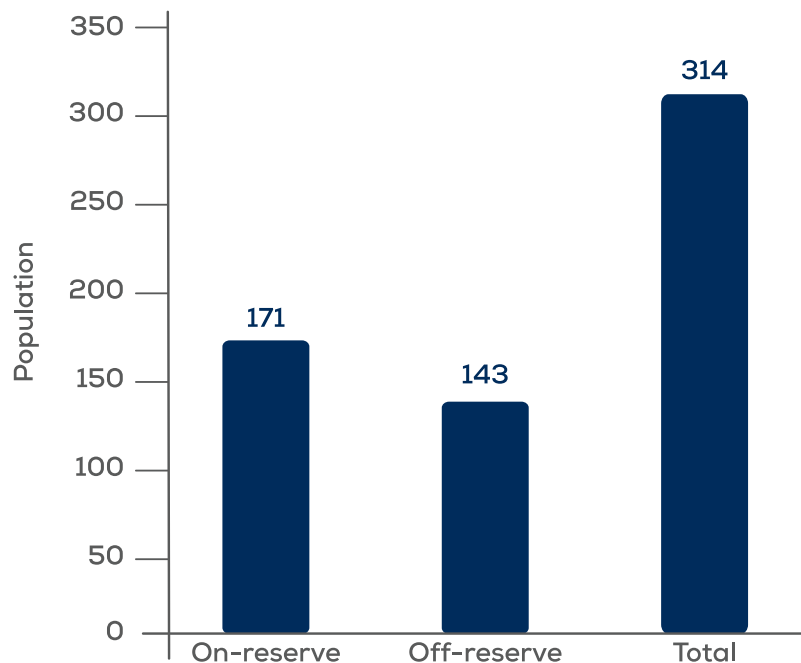
<sup>355</sup> Indigenous Services Canada, “Registered Population, Esquimalt,” June, 2020, [https://fnp-ppn.aadnc-aandc.gc.ca/FNP/Main/Search/FNRegPopulation.aspx?BAND\\_NUMBER=644&lang=eng](https://fnp-ppn.aadnc-aandc.gc.ca/FNP/Main/Search/FNRegPopulation.aspx?BAND_NUMBER=644&lang=eng).

unoccupied lands”, and “to carry on their fisheries as formerly.”<sup>356</sup> The issue of access to resources as they were “formerly” is a preoccupation for Esquimalt, as defining that practice with urban development, and forest and fisheries management is a complex challenge.<sup>357</sup> Efforts continue to advocate for the recognition and implementation of treaty rights. The Government of British Columbia reports ongoing work on land and resource issues with Esquimalt Nation outside the British Columbia treaty process.<sup>358</sup>

Esquimalt’s physical resources are constrained by the small size of their reserve territory. Alongside their land, some off-reserve resources are shared with the Songhees Nation, including the West Bay property, the Rock Bay property and Water Lot A (Plumper Bay). With regards to financial interests, they have the James Bay trust, and a few business interests including Salish Sea Marine Services.<sup>359</sup> With respect to water and sanitary services, Esquimalt Nation has a servicing agreement with Town of View Royal and Capital regional District.

## Population

FIGURE 1: Esquimalt membership Population, 2018



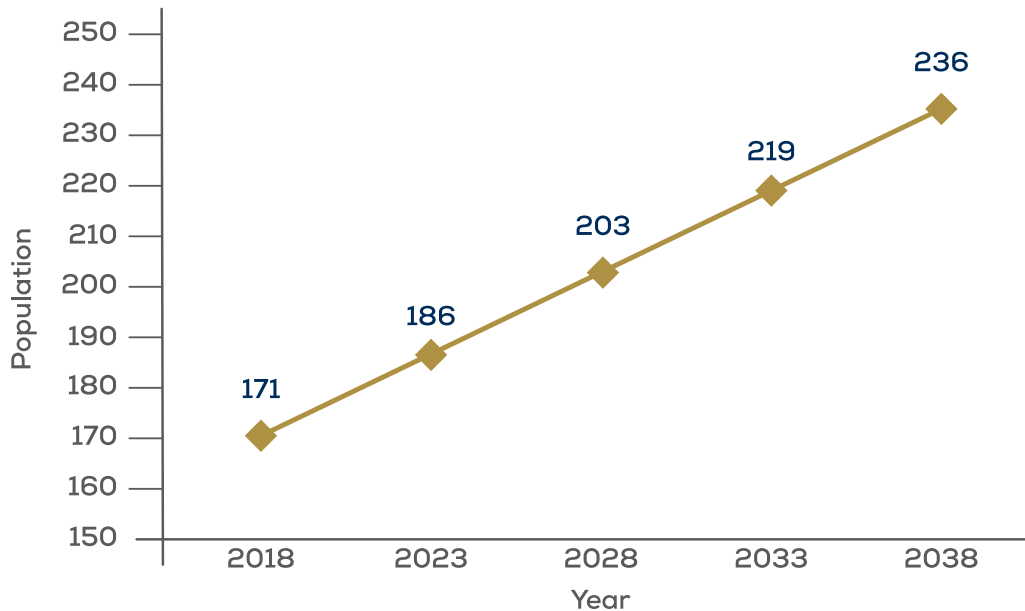
Source: Esquimalt Land Use Plan, 2018.

<sup>356</sup> Esquimalt Nation, “Esquimalt Nation Land Use Plan,” March, 2018: 7.

<sup>357</sup> Esquimalt Nation, “Esquimalt Nation Land Use Plan,” March, 2018: 7.

<sup>358</sup> Government of British Columbia, “Esquimalt First Nation,” Accessed on: July 2, 2020, <https://www2.gov.bc.ca/gov/content/environment/natural-resource-stewardship/consulting-with-first-nations/first-nations-negotiations/first-nations-a-z-listing/esquimalt-first-nation>.

<sup>359</sup> Esquimalt Nation, “Esquimalt Nation Community Plan,” (March 31, 2013): 10.

**FIGURE 2: On-Reserve Population Projections of Esquimalt Nation 2018–2038**

Source: Esquimalt Land Use Plan, 2018.

On-Reserve population was 171 in 2018, with 143 off-reserve members, 122 members living in other areas, and 21 living on other reserves for a total of 314 members.<sup>360</sup> Approximately 60% of the membership population is under the age of 20.<sup>361</sup> Estimates project the on-reserve population to grow to 236 by 2038.<sup>362</sup> One of the goals Esquimalt Nation outlined in their 2018 Land Use Plan is to expand housing units on-reserve to create opportunities for off-reserve members to return to the Nation's territory.

### Financial profile

The Nation successfully entered into a ten-year grant with Indigenous Services Canada (ISC), after meeting various criteria and developing their own financial administration law. Beyond revenues from ISC, other sources include various federal and provincial departments, as well as the First Nations Health Authority (FNHA) (see Figure 4 for an overview of revenue sources).<sup>363</sup>

In 2019, Esquimalt Nation received the majority of their revenues from the Government of Canada (\$17,600,796.00). As indicated in Figure 5, over three quarters of Esquimalt's expenditures target settlement trusts and fund activities. There is no comparable spending area, with only economic development far behind at 5% of overall spending. This

<sup>360</sup> Esquimalt Nation, "Esquimalt Nation Community Plan," (March 31, 2013): 14.

<sup>361</sup> Esquimalt Nation, "Esquimalt Nation Community Plan," (March 31, 2013): 14.

<sup>362</sup> Esquimalt Nation, "Esquimalt Nation Land Use Plan," (March, 2018): 14.

<sup>363</sup> Esquimalt Nation, "Esquimalt Nation Community Plan," (March 31, 2013): 11.

expenditure is associated to the Cadboro Bay Settlement.<sup>364</sup> The agreement requires the net proceeds to be held in a trust for the benefit of the members of the Nation but allowed for a one-time payment to each member that was alive as of November 20, 2017 of \$10,000.<sup>365</sup> Given the median household income in Esquimalt is \$45,267,<sup>366</sup> these payments represent approximately, a 20% increase in transitory income for individuals in the community.

Administrators are concerned with current revenues relative to the cost of living near Victoria. When it comes to funding allocations, some are determined using factors including population size and land base. Such an approach does not capture the different cost of living in different communities, e.g. it is more expensive to live in or near Victoria than in Nanaimo. Esquimalt finds itself challenged by revenue sources, as they constrain decision making on internal allocation of resources (see Table 1).

TABLE 1.

Fiscal year	Revenues	Expenditures	Population	Per capita revenue	Per capita expenditure
2018	\$6,943,476.00	\$5,664,844.00	ISC On-Reserve N=171	\$40,605.12	\$33,127.74
			Esquimalt Total Membership N=314	\$22,112.98	\$18,040.90
			Government of BC N=324	\$21,430.48	\$17,484.09
2019	\$29,673,621.00	\$18,765,776.00	ISC On-Reserve N=171	\$173,529.95	\$109,741.38
			Esquimalt Total Membership N=314	\$94,501.98	\$59,763.62
			Government of BC N=324	\$91,585.25	\$57,919.06

Sources: Esquimalt Nation Audited Financial Statements for the Year Ended March 31, 2019, ISC/INAC (2020), Esquimalt Land Use Plan (2018), Government of British Columbia.

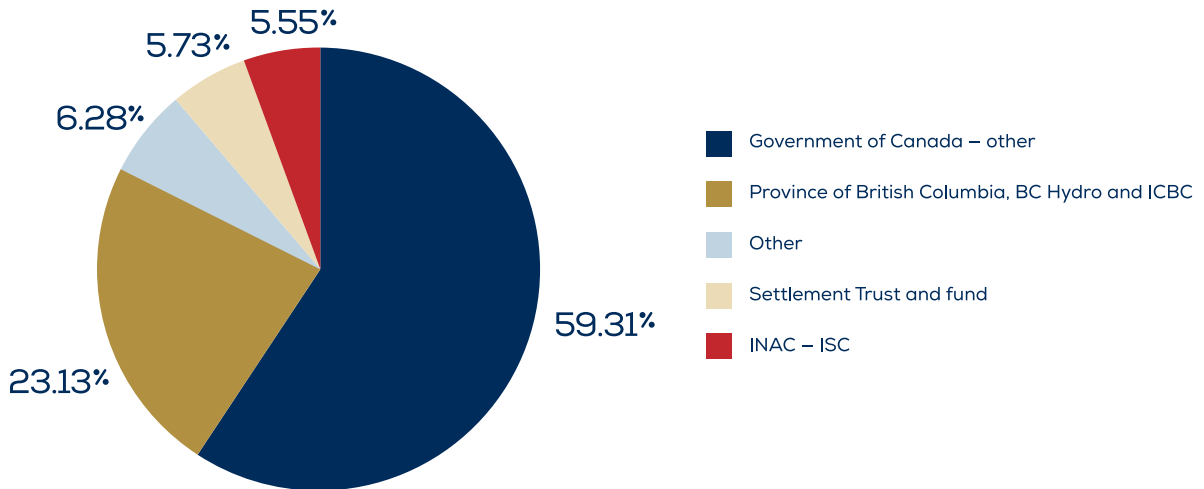
<sup>364</sup> On May 23, 2018, the Government of Canada settled with the Esquimalt and Songhees Nations for compensation in respect to certain lands known as the 'Chekonein Treaty Lands' (Cadboro Bay). Each Nation received a settlement payment of \$17,500,000. Esquimalt Nation received a net amount of \$16,370,396 after legal and other charges.

<sup>365</sup> Esquimalt Nation Audited Financial Statements for the Year Ended March 31, 2019: 19.

<sup>366</sup> Statistics Canada, "Total Income," *Census of Population*, 2016, May 3, 2017.

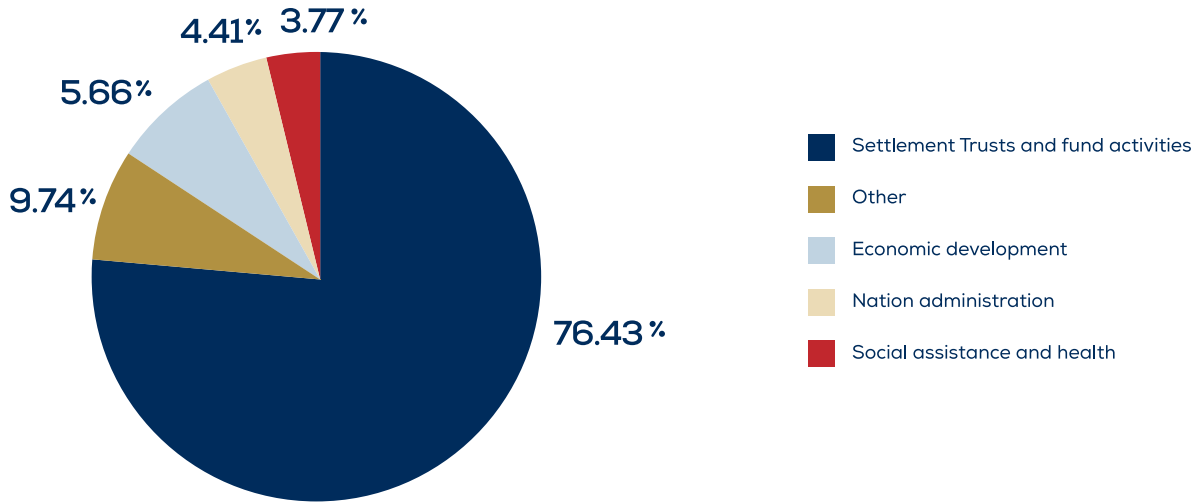
**Components of Revenues and Expenditures, 2019**

**FIGURE 3:** Revenue Sources, Esquimalt Nation, 2018/2019



Source: Esquimalt Nation Audited Financial Statements for the Year Ended March 31, 2019.

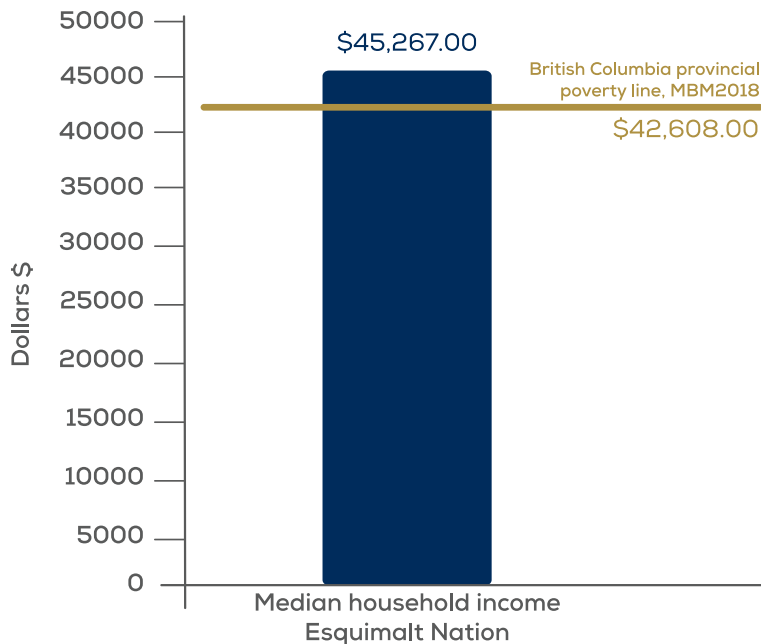
**FIGURE 4:** Expenditure Sources, Esquimalt Nation, 2018/2019



Source: Esquimalt Nation Audited Financial Statements for the Year Ended March 31, 2019.

The Esquimalt Nation has a median household income of \$45,267,<sup>367</sup> which is \$2,600 above the provincial poverty line \$42,608 (see Figure 3).<sup>368</sup>

**FIGURE 5:** Esquimalt Nation median household income



Sources: Statistics Canada, 2017 and Djidel et al., 2020.

### **The current state: Child and family services (CFS)**

Esquimalt Nation's prevention-focused activities target parents and their children. From parenting groups to empower parents with young children through a combination of cultural practices and developmental goals, to after school clubs to engage school-aged children, Esquimalt staff work to connect and build trust with their community.

Benefitting from a small population on-reserve, Esquimalt staff can observe and monitor children and families who may need extra support. Referrals are made and resources are brought in to support children and families as required. With services that extend to the Nation's full membership, Esquimalt has worked to build a complement of community-based staff, including a community health nurse, clinical counsellor, and family support worker. Retention rates among staff are high, which helps to promote stable programming.<sup>369</sup>

<sup>367</sup> Statistics Canada, "Total Income," *Census of Population*, 2016, May 3, 2017.

<sup>368</sup> Statistics Canada, "Market Basket Measure 2018-base, Report on the second comprehensive review of the Market Basket Measure," *Statistics Canada*, February 24, 2020.

<sup>369</sup> One full-time director is dedicated to internal capacity and skills development to support continuous staff improvement.

Current program offerings do not target child and family services directly but focus instead on overall well-being of the community. For instance, many youths were struggling with anxiety and high school completion. In response, Esquimalt started a group for young people to support their social and emotional health. While still early in the initiative, benefits including youth engagement have been noted by staff. With youth showing up, staff have the opportunity to monitor and find ways of supporting their well-being. Protection services in Esquimalt are delivered by the Ministry for Child and Family Development (MCFD), with involvement of the Nation. It is important to note that the Nation follows its own practice with respect to CFS and has not ratified a formal agreement with the province as provider of protection services.

At the time of writing, Esquimalt Nation had approximately 15 children in care. Ideally, children in care would be placed within the community. This, however, has not been practical due to housing shortages and overcrowding in the community. It has subsequently been a challenge designating healthy families for foster services on-reserve.

South Island Wellness, a third-party organization, is designated to provide basic support services to Esquimalt Nation Peoples in contact with the protection system. Esquimalt does not pay this provider directly; it receives funding from Canada for its services. There appears however, to be a lack of clarity as to the outcomes of the organization's services and role. Much of its impact appears dependent on the person designated to the community. Greater community-based child and family services supports are necessary.

With the current revenue generation and allocation challenges, it appears impractical that Esquimalt take on child and family services. In order to deliver a fully or even partially delegated child and family services mandate, Esquimalt would require financial and human resources to design, build and deliver the community's needed services.

#### **Funding for child and family services**

Esquimalt's entire administration is composed of 19 staff (a mix of full-time, part-time and casual personnel). Half of the staff is dedicated to programming design and provision across all services areas from health to environment. With the small team, staff have many roles and often are unable to focus exclusively on an issue or program area.

Program funding contributes to the multiple areas of focus and competing priorities. There are 32 different projects that fund personnel services. Applied for and delivered on an ad-hoc basis, long-term planning becomes a challenge when funding is not guaranteed beyond the life of the project or program. When submitted proposals, vague descriptions are often included to maximize staff latitude in delivering programming on-reserve that meets the needs of the community. This multi-source funding makes developing and delivering specific programs, e.g. child and family services, a challenge. The funding structure spreads resources thinly across a number of areas, instead of focusing on specific issues.

**The future state vision**

Long-term planning has been difficult without consistent funding sources. The Nation lacks internal processes and the people necessary to support long-term planning. Often, planning is reactive to the funding source. The goal tends to be to obtain multi-year grants, even if the Nation does not have expertise in the area. In an effort to maximize revenues, program coherence and consistency can suffer. Esquimalt recognizes that long-term planning is an area in need of action, that must connect community needs to available resources.

Esquimalt's experience building prevention programming is an important reminder that consistent funding with flexibility for the service provider is essential for the consistent delivery of services. Esquimalt is an example of how to build broad-based programming for maximum uptake. A potential next step for the Nation is to build the discussed connections between its programming inputs and community-level results.



## FIRST NATION W

### Context

This case study examines an anonymous First Nation that has become a self-governing modern treaty nation. The modern treaty era began after the Supreme Court of Canada *Calder* decision in 1973. This decision recognized Aboriginal rights and led to the Comprehensive Land Claims Policy.<sup>370</sup> Upon coming into effect, the Treaty has enabled the transfer of land and self-government jurisdiction to the First Nation.

Now established as a treaty nation, the First Nation is no longer a band under the *Indian Act*. Instead, it now maintains government-to-government relationships at both the provincial and federal levels of government. The First Nation has law-making authority on lands under their direct control and ownership. As a modern treaty nation, this law-making authority is how the First Nation differentiates itself from other communities in Canada.

The Treaty provides that the parties (Canada, the province, and the First Nation) will negotiate and attempt agreement on a Fiscal Financing Agreement (FFA). The First Nation receives block funding through the FFA and raises own source revenue through economic development and taxation. The Treaty also allowed for a total rewiring of governance, enabling the First Nation to align its structure and practices to their traditional way of knowing. Since the implementation of the Treaty, the way the First Nation undertakes its business is fundamentally different and rooted in its conception of community well-being. From the running of government to programming, actions and initiatives are rooted in their unique culture and practices.

The First Nation has a small membership population, with more than 50% of members living off-lands. Given the size of the community, there is little aggregate health and social data available.

The First Nation is located within proximity to a large Canadian population centre. Members tend to be fairly young, with roughly three in every four members being under the age of 40. The staff know their people. The community is actively working on healing and cannot keep up with the demand for services.

### The current state: Child and family services (CFS)

The First Nation's Members are resilient, but the impacts of intergenerational trauma are still felt by some members of the community. Some individuals still struggle with poverty, and financial challenges/financial management, as well as with addictions, poverty, abuse, and lateral violence. Some parents may not have the skills needed to raise a child because they may not have had a healthy script to follow or model to emulate. Knowledge on raising children may be missing in families affected by residential schools, and intergenerational

<sup>370</sup> Government of Canada, "Treaties and agreements," last modified September 11, 2018, <https://www.rcaanc-cirnac.gc.ca/eng/1100100028574/1529354437231#chp4>.

trauma. The aim of the government is to deliver family empowerment programming, but it does not reach every individual.

In the First Nation, 4.8% of children are in contact with the provincial child and family services with open files. The First Nation has managed to keep these children in the community. There are other children outside of the First Nation that are a challenge to track and support.

Provincial CFS is delegated to remove children in need of protection in the First Nation. An enduring challenge, however, is that children may be removed from struggling parents who could succeed with extra support. The First Nation prioritizes wrap-around services to families and children in challenging circumstances. Provincial CFS has been notionally supportive of the approach and role but has offered little in regular resources to finance these services. The First Nation uses its own resources to fill in gaps in CFS programming for its children and families.

Earlier this year, there was an important turning point for Child and Family Services in the First Nation. A child from the First Nation was placed outside of the community in what was considered an unacceptable placement. To protect the best interests of the child, the First Nation mobilized by renting a house near their lands and staffed the home with people the children needing support knew and trusted. The actions taken by the First Nation helped to stabilize the situation and provided opportunities for family reunification and wrap-around services.

#### **Providing Temporary & Flexible Support**

The First Nation has recently begun developing a more detailed proposal for respite homes for children and families on-lands. One support home is in operation that can house up to five children (there are currently four children in the home). This safe, secure and known environment is close to the community and is led by the 'den mother.' The current den mother is a very well-known, well-respected and trusted member of the community. Two full-time staff live in the home 24 hours a day. The staff are instrumental in fostering a safe and comfortable environment. They engage in family and community-oriented activities from cooking, playing, visiting with family, taking part in cultural activities at school, etc.

The home is currently funded through the First Nation's budget allocations and some contributions from the provincial CFS. The First Nation is working to secure funding to build data tracking on their wrap-around prevention services, to better understand results over time.

The levels of child protection delegation the First Nation chooses to take on will depend on the community's comfort with assuming the responsibility of these kinds of services. The First Nation will consult with Members to understand what the community's vision for child protection reform is before undertaking a jurisdictional switch away from provincial CFS.

### **Funding for child and family services**

The First Nation emphasizes the importance of wrap-around services and funds them through budget allocations. The First Nation has not assumed jurisdiction on child protective services, which means that it continues to be the province's responsibility. The First Nation has chosen to collaborate with provincial CFS in the delivery of child protection services to ensure the well-being of the community's children. While the First Nation continually attempts to expand its CFS services, little provincial support is available and federal support is non-existent. The First Nation uses its own source revenue to support the large majority of prevention and family support programming.

There is some funding on an activity basis that comes from provincial CFS. The Province transfers roughly \$40,000 annually to the First Nation for a family empowerment worker to prevent contact with provincial CFS. This amount, however, only covers roughly half of the salary associated with this position. The Province also contributes in a piecemeal fashion to the community's respite home with \$2,000 per month for rent (total monthly rent is \$3,000) and through payments to caregivers. Payment for caregivers is calculated at the foster parent rate per child, based only on the length of stay (\$900/month), on a case by case basis.

The unpredictability of the funding at foster parent rates (as it is based on contact with the protection system) limits the reliable development of CFS services in the First Nation. The ad-hoc payments may cover the costs of children in the support home (instead of out-of-community care), but limit recruitment, staff retention, and do not cover the hidden costs of operating CFS services and trying to obtain funding. This makes staff retention and remuneration a challenge. Also, the funding based only on children who are already in the system significantly affects the ability to fund prevention services designed to keep families from reaching the point of breaking down and needing more extensive service.

The First Nation is seeking stable funding to cover its current initiatives, as well as proposed initiatives, including a new housing proposal to ensure children can stay in the community when they need a short-term alternate care arrangement (see Table 1). The costs described in the table below are for personnel costs only and would address core needs, not an expansion of the program.

TABLE 1.

<b>Community Health Centre Housing Proposal</b>			
<b>Type of housing</b>	<b>Description</b>	<b>Staffing requirements</b>	<b>Overall estimate</b>
<b>Level 1</b>	Community Member's Home: can support up to 3 children if needed	Caregiver at a rate of \$25/hour for 16 hours; overnight 8 hours \$20/hour	\$860.00/daily \$313,900/yearly
<b>Level 2</b>	Respite in six-plex on-lands: staffed home which can support 3 children	2 people per 8-hour shifts per 24 hours	\$1,200.00/daily \$438,000.00/yearly
<b>Level 3</b>	Respite house off-lands: staffed home which can support 3 children	2 people per 8-hour shifts per 24 hours	\$1,200.00/daily \$438,000.00/yearly
<b>Level 4</b>	Short term support: Emergency support home on-lands Community member's home which can support 2 children	Depending on need for additional support: 24-hour option available to caregiver	\$1,200.00/daily \$438,000.00/yearly

### Considerations for future planning

Prevention oriented approaches to child and family services are focused on holistic well-being and early intervention to reduce or eliminate the need for child protective services. In First Nations, prevention approaches are informed by culture and community practices, regularly engaging families and the broader community in healing and resiliency building.

There are many positive examples of First Nations child and family services agencies prevention activities that have demonstrated positive results for children and their families.<sup>371</sup> A report by the British Columbia Representative for Children and Youth, highlighted how “inequitable and inconsistent funding arrangements between the B.C. government and Delegated Aboriginal Agencies (DAAs) have resulted in significant differences in the level and types of support available for B.C.’s Indigenous children, depending on where in the province they live and which DAA serves them.” In turn, these funding issues have limited the capacity of DAAs to offer culturally-based prevention services.<sup>372</sup>

Crucially, prevention services help to limit avoidable contact with the protection system, which tends to have negative long-term effects for children. The Midwest Evaluation of the Adult Functioning of Former Foster Care Youth (known as the Midwest Study) has documented outcomes of youth in care relative to a nationally representative sample of youth in the United States. Across nearly every outcome measured, such as high school

<sup>371</sup> IFSD, “Enabling First Nations Children to Thrive,” (2018), [http://www.ifsd.ca/web/default/files/public/First%20Nations/IFSD%20Enabling%20Children%20to%20Thrive\\_February%202019.pdf](http://www.ifsd.ca/web/default/files/public/First%20Nations/IFSD%20Enabling%20Children%20to%20Thrive_February%202019.pdf).

<sup>372</sup> Representative for Children and Youth, “Delegated Aboriginal Agencies: How resourcing affects service delivery,” (March 2017): 3.

completion rates, receipt of food stamps, arrests, employment rates, etc. youth formerly in care were worse off than their counterparts.<sup>373</sup>

These negative long-term trends are reflected in Canadian studies. The Canadian Observatory on Homelessness found that 60% of youth who had experienced homelessness had previous contact with the child protection system and were 193 times more likely to have had contact with protection than the general population.<sup>374</sup> In a 2001 study, Correctional Service Canada found that two-thirds of incarcerated Indigenous Peoples had contact with the protection system at some point in their lives, compared to one-third of non-Indigenous inmates.

There is a case for the regular funding of prevention-oriented programs, especially for young people in challenging contexts associated with poverty, social difficulties, etc. For many First Nations, mitigating the effects of contextual factors such as poverty and inter-generational trauma are integral components of prevention programming. The work of Nobel-prize winning economist James Heckman is well-known for demonstrating the economic and social benefits of early intervention programs for children.<sup>375</sup>

From long-term cost benefits to improved cognitive development of children and even enhanced parenting, there are many reasons to focus on prevention services. West Region Child and Family Services had a block-funding pilot that enabled the agency to shift its funding to prevention services. Studies of the pilot found that the rates of children in care declined from 10.5% to 5.2% throughout the pilot, credited to the substantive budgetary shifts to prevention programming.<sup>376</sup> Supporting the development of healthier children, families and communities is possible and can be fostered through a number of programming styles and initiatives.

As the First Nation contemplates the future design and delivery of CFS, it may wish to consider existing models of service delivery. There are several First Nations health and social services centres in Quebec that fuse the delivery of health and social services with positive results for communities. The arrangement can promote increased collaboration and resource-sharing in the community to leverage funding and other resources for program delivery and evaluation. In other instances, First Nations may deliver a subset of prevention

<sup>373</sup> M. Courtney et al., “Midwest Evaluation of the Adult Functioning of Former Foster Youth: Outcomes at Age 23 and 24,” (Chicago, IL: Chapin Hall at the University of Chicago, 2009); M. Courtney et al., “Midwest Evaluation of the Adult Functioning of Former Foster Youth: Outcomes at Age 26,” (Chicago, IL: Chapin Hall at the University of Chicago, 2011).

<sup>374</sup> Amy Dworsky, Laura Napolitano, and Mark Courtney, 2013, “Homelessness During the Transition from Foster Care to Adulthood,” *American journal of public health* 103 Suppl 2, no. Suppl 2; Rachel Rosenberg and Kim Youngmi, *Journal of public child welfare*, “Aging out of Foster Care: Homelessness, Post-Secondary Education, and Employment,” 12, no. 1 (2018): 99–115.

<sup>375</sup> James J Heckman et al., “An Analysis of the Memphis Nurse-Family Partnership Program,” (National Bureau of Economic Research, 2017); James J, Heckman, “The Economics of Inequality: The Value of Early Childhood Education.” *American Educator* 35, no. 1 (2011).

<sup>376</sup> See also, ISC, “Implementation Evaluation of the Enhanced Prevention Focused Approach in Manitoba for the First Nations Child and Family Services Program,” December 14, 2015, <https://www.aadnc-aandc.gc.ca/eng/1431520132322/1431520217975>.

programming initiatives to complement or support other services, with protection delivered by a provincial ministry or third-party. There is also the option of a First Nation child and family service agency unique to the community. With 113 FNCFS agencies serving several First Nations, there is a well-developed network of practice to consult.

The cost of prevention and protection services can vary based on location, mandate and other contextual factors. In its Phase 1 study that costed the FNCFS system, IFSD estimated (based on actual models) that per capita expenditures for prevention should range from \$800 to \$2,500 across the entire community. At \$800, programming is principally youth-focused and may not be CFS focused. At \$2,500 per person, a full lifecycle approach to programming can be possible with linkages between health, social and development programming.<sup>377</sup> The cost of prevention may appear significant, but it is expected to reduce expenditures over time associated with the social challenges listed above.

The First Nation's current per capita CFS expenditure estimates align to previous findings for communities unaligned to an FNCFS agency (ranging from \$500 to \$1,000 based on the population source). As the First Nation contemplates its next steps in CFS, it may wish to consider increasing its per capita budget to expand its resources for program and service delivery. IFSD estimated that the average cost of a child in care to be \$63,000 per year. With opportunities for prevention programs that have demonstrated positive results, there are various options for supporting the well-being of children, families and communities through wrap-around holistic services.

TABLE 2.

Population estimate	per capita CFS spending
2019 Membership Population (N=491)	\$795.01
2016 Census (N=750)	\$520.46
ISC (N=388)	\$1,006.05

In brief, the First Nation may wish to consider three common options for the delivery of CFS:

1. Through *An Act respecting First Nations, Inuit and Métis children, youth and families*,<sup>378</sup> negotiate jurisdiction for protection delegation in the First Nation or seek to establish a delegated FNCFS agency for the First Nation;
2. Continue to work with provincial CFS for protection services, with the First Nation to seek delegation for all services prior to, during and post-removal;
3. Maintain the current course and seek out more regular and reliable funding for CFS-focused prevention services.

<sup>377</sup> IFSD, "Enabling First Nations Children to Thrive," 2018, [http://www.ifsd.ca/web/default/files/public/First%20Nations/IFSD%20Enabling%20Children%20to%20Thrive\\_February%202019.pdf](http://www.ifsd.ca/web/default/files/public/First%20Nations/IFSD%20Enabling%20Children%20to%20Thrive_February%202019.pdf), p. 89–94.

<sup>378</sup> Government of Canada, "An Act respecting First Nations, Inuit and Métis children, youth and families," *Justice Laws Website*, Date modified: June 26, 2020, <https://laws.justice.gc.ca/eng/acts/F-11.73/index.html>.

### **The future state vision**

The First Nation is focused on improving quality of life for all members. Their holistic approach to family and community well-being is the driving force behind the health and social services' centre's approach to CFS in the First Nation.

The First Nation values a united community where children are supported by those around them. One of their principal goals is to ensure that children remain within their community where they can access support for families, elders, and the First Nation's Members, and grow up with a sense of understanding of the community's tradition and cultural values.

The aim of the health and social services centre in the First Nation is always to support families to remain intact and supported and that if outside care is required, families and children are able to access supportive and culturally sensitive resources. The vision of the First Nation is one of wellness, community strength, and resilience, which define how the centre responds to crises. The community health and social services centre is mandated to support families to remain intact and supported and that if outside care is required, families and children can access supportive and culturally sensitive resources.

The community health and social services centre is also concerned with ensuring consistency in the social workers who are working with the community. The preference of the community health and social services centre would be to have one provincial CFS social worker support the First Nation rather than multiple social workers coming in and out of the community. Overall, the aim is to ensure strong working relationships with the provincial CFS while ensuring culturally-informed child welfare practices.

The First Nation is best placed with regards to safeguarding community well-being, and given their knowledge of their members and their core values, they are most effective at making decisions on how to meet the needs of their community's children.

### **The First Nation's Prevention Services**

#### **Child Psychologist and Nurse Practitioner**

The First Nation has contracted a child psychologist for three days a week (a full-time psychologist would not be enough by staff estimates). The psychologist works with parents and children to address the significant mental health and well-being gaps in the community. To help to fill the mental health service gap, a nurse practitioner collaborates with the psychologist and they are able to collaborate to provide mental health assessments and medications as well as long term mental health support on the First Nation's lands. Working in a culturally safe way, this team is able to ensure services are accessible, timely and trauma informed.

#### **Community Family Empowerment Program**

The First Nation's Members are able to access a family empowerment worker who acts as an advocate and systems navigation support (supervised visitation services, referrals to counselling, treatment, food bank, ceremonies, etc.). The program aims to decrease interactions with provincial CFS through prevention services and reconnect separated families. The program is partially funded by the provincial CFS.

### Daycare

A free program for member children, the daycare offers wrap-around youth-focused education. There are important differences in the teaching approach of the daycare versus those in local school boards. Daycare programming connects learning to the community, its people, and its practices. The First Nation's language and culture are woven into the early childhood curriculum in a meaningful way. Children attending local schools build resiliency and confidence. When children make the move to mainstream schools, they often lose those positive attributes in a change described as "shocking." Children appear to perform well in learning and personal development on-Lands, but trends indicate that outcomes change when in a non-local school setting.

### Post-Secondary Educational Services and Other Services

The First Nation pays the full cost of tuition and living expenses for any of their Members who attend post-secondary education in Canada. HSS also offers a variety of other programs to help support community members, including an Elders program, justice support program, community nursing, and so forth.



## Resources

The human and financial resources necessary for unaffiliated First Nations will vary based on their desired CFS-related programming. In the case of Esquimalt Nation, CFS-oriented expenditures could not be extricated from the overall programming spending baseline because they do not exist as a separate line-item. In First Nation W, depending on the population source used, current per capita expenditures on CFS-focused programming range from approximately \$520 to \$1,000 per member. For comparison, Phase 1 estimates for base-level prevention programming for an unaffiliated First Nation was approximately \$800.

Conditions on programming funding to First Nations can impact their flexibility in need-focused expenditure. Esquimalt Nation highlighted that their programs are driven by funding sources, rather than program need driving funding. With over thirty sources of funding for programs, Esquimalt Nation often finds itself developing programs to respond to funding opportunities. To support the design and development of a CFS prevention programming stream, reliable funding should be allocated. The regular funding can be built into planning to allocate human and financial resources to desired programming goals.

First Nation W experiences similar resource limitations for CFS. The First Nation actively seeks opportunities in its existing budget to fund CFS activities, especially those focused on housing. Working with some funding from the province, First Nation W expressed the challenges of inconsistent funding for CFS programming, especially, when tied to provincial support payments for children in care. While the resources are welcome to take care of their children, the resources are irregular as they are connected to a child in protection.

The unaffiliated First Nations consulted in this project exhibit the challenges of attempting to design and deliver programming when resources are inconsistent. Not all unaffiliated First Nations may wish to design and deliver their own CFS programming. For those that may prefer pre-developed programs, the Martin Family Initiative's Early Years program can be an option.

The Early Years (EY) program was a pilot project, originally launched in Ermineskin Cree Nation, designed to improve maternal and child health outcomes for Indigenous women who are either pregnant or have newborn babies. The program underscores the importance of the initial years of life in shaping the structures and functions of the brain. Conducting comprehensive early childhood programming in a culturally appropriate manner for Indigenous children and families is a core component of EY programming.

The project's community-based approach emphasizes Indigenous knowledge and cultural values in the context of child well-being. Through weekly visits and group gatherings, trained EY Visitors from the community support pregnant women and their families by promoting healthy prenatal activities and guiding development in early childhood.<sup>379</sup> EY Visitors assist families by providing sensitive and competent caregiving, developing visions for their future, planning subsequent pregnancies, and continuing their education or securing employment.<sup>380</sup>

Since its implementation, participants and staff have reported the central role played by the EY program in the communities. Participants are gaining new and valuable knowledge, which has often fueled their motivation to make behavior changes that build strong foundational relationship with their children. The program has also provided them with strategies and coping mechanisms to constructively deal with new and ongoing challenges.<sup>381</sup>

EY was inspired by other established evidence based and culturally tailored home-visiting programs like the Family Spirit Program of Johns Hopkins Centre for American Indian Health.<sup>382</sup> There is considerable evidence that suggests investments in early intervention programs like EY have high social and economic rates of return. James Heckman, concluded that birth to-five programs can have an up to an annual 13% return on investment.<sup>383</sup> According to Heckman, one of the greatest sources of disadvantage is the quality of parenting a child receives, thus returns to early childhood programs are highest for disadvantaged children who receive lesser parental investment in their early years.<sup>384</sup> The EY program addresses this issue by providing parents with the strategies and competencies necessary to help raise children effectively. Leveraging community resources, the EY program is a potential program option designed from best practices that First Nations affiliated and unaffiliated to a FNCFS agency may wish to adopt.

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<sup>379</sup> The Early Years, "The Early Years Principles," 2020: <http://earlyyears.themfi.ca/index.php/the-martin-family-initiative/what-we-do/>.

<sup>380</sup> The Early Years, "Deeply Rooted Community Mind," 2020: <http://earlyyears.themfi.ca/index.php/the-early-years-difference/>.

<sup>381</sup> The Early Years, "Deeply Rooted Community Mind," 2020: 25, <http://earlyyears.themfi.ca/index.php/the-early-years-difference/>.

<sup>382</sup> Johns Hopkins Bloomberg School of Public Health, "Family Spirit," 2020: <https://www.jhsph.edu/research/affiliated-programs/family-spirit/>.

<sup>383</sup> Jorge Luis García, James Heckman, Duncan Leaf, María Prados, "Quantifying the life-cycle benefits of a prototypical childhood program," *National Bureau of Economic Research*, June 2017; James Heckman, "There's more to gain by taking a comprehensive approach to early childhood development," *The Heckman Equation*, 2016.

<sup>384</sup> Heckman, James J. "The Economics of Inequality: The Value of Early Childhood Education." *American Educator* 35, no. 1 (2011): 55.

## Considerations for transition

For First Nations unaffiliated to a FNCFS agency to transition to a future state with resource opportunities for regular prevention programming, an informed portrait of the current state is necessary. Leveraging the Measuring to Thrive framework, unaffiliated First Nations would gain a holistic perspective of well-being in their community. By leveraging its own data on the well-being of children, families, and the community, unaffiliated First Nations could develop improved planning tools for their own programming in CFS and beyond.

The Measuring to Thrive framework is not about FNCFS agency performance. It is designed so that any service provider or community can leverage the framework to generate a better understanding of the people they serve and the context in which they operate. Consider for instance the case of First Nation W that has limited health and social data on its own community members. The horizontal and integrated perspective from the Measuring to Thrive framework could offer a source of community-relevant data connected to health and well-being.

To transition from the current to a future state will require clarity on the desired outcome. In the case of FNCFS agency, the commonly expressed objectives were resource consistency and sufficiency to support well-being among First Nations through their programs and services. For unaffiliated First Nations, goals and programming needs will differ based on context and community vision. To support the approaches of First Nations, program-focused resources on a case-by-case basis may be the most practical and expeditious way forward to funding prevention in unaffiliated First Nations.

To support an informed transition to a desired future state, it is recommended that:

1. A detailed need-assessment be undertaken with unaffiliated First Nations to scope their desired community programming goals and better understand current resources and resource needs;
2. The Measuring to Thrive or similar holistic performance framework be adopted for use by First Nations to develop their own data for evidence, analysis and decision-making;
3. Variability in First Nation approaches to CFS-focused prevention programming be an accepted characteristic of transition and long-term operation.