

**AMENDMENT****COMPREHENSIVE FUNDING AGREEMENT (CFA)****AGREEMENT NO.:** [/:ArrangementNumber]**AMENDMENT NO.:** [/:AmendmentNumber]**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF CANADA**, as **now** represented by the Minister of Indigenous Services and the Minister of Crown-Indigenous Relations ("Canada");

**AND**

[/:FullLegalName], a First Nation that is a "band" as defined in the Indian Act, as represented by its Chief and Councillors ("[:Name]").

**WHEREAS** the parties entered into a funding agreement (the "Agreement") effective as of April 1, [/:ArrExecDateYear] and wish to amend to include the Ontario Final Agreement: First Nations Child and Family Services Funding Mechanism terms and conditions;

*Remove below WHEREAS clause if not providing additional funding*

**WHEREAS** the parties wish to amend the Agreement in order to include additional program funding and/or additional reporting requirements for fiscal year(s) 2026-2027 to 20XX-20XX in the amount of \$[:AmendmentBudgetAdjustment].

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

1.0 The terms and conditions of this agreement have been amended to include **FNCFS Funding Mechanism** under:

- a) 9. Funding Subject to Appropriations and Departmental Funding Authorities;

9.3 Where Set Funding, Fixed Funding, Flexible Funding, or **FNCFS Funding Mechanism Funding** is to be reduced or cancelled under subsection 9.2, Canada shall provide at least 60 days prior notice to [/:Name]. This notice will specify the Activities, the Fiscal Year(s) and amounts in respect of which any such Funding will be reduced or cancelled.

- b) 21. This Agreement;

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

SCHEDULE 2 - Contribution Funding (Set, Fixed, Flexible, **FNCFS Funding Mechanism**, Block) and Grant Funding

- 2.0 "SCHEDULE 1 – Definitions" of this agreement is amended to include **FNCFS Funding Mechanism** under:

- a) **"Contribution Funding"** means Set Funding, Fixed Funding, Flexible, **FNCFS Funding Mechanism** and Block Funding.
- b) **"Cost-Sharing"** means a requirement set out in Schedule 5 for [/:Name] to supplement any Set, Fixed, Flexible, **FNCFS Funding Mechanism** or Grant Funding for an Activity with funding from other sources.
- c) **"FNCFS Funding Mechanism"** means that portion of the Funding, if any, set out in Schedule 4 under the heading " FNCFS Funding Mechanism ".
- d) **"Funding"** means the amounts payable or paid by Canada to [/:Name] under this Agreement, consisting of all Set Funding, Fixed Funding, Flexible Funding, **FNCFS Funding Mechanism**, Block Funding, Grant Funding, and NFR Grant Funding.

3.0 “SCHEDULE 2 – Contribution Funding” of this agreement is amended to include **FNCFS Funding Mechanism** under:

a) **Application**

All Set, Fixed, Flexible, **FNCFS Funding Mechanism**, Block and Grant Funding will be provided subject to and in accordance with:

- (i) the main body of this Agreement;
- (ii) this Schedule; and
- (iii) the applicable terms of the other Schedules.

b)

**FNCFS Funding Mechanism**

[/:Name] may only expend Funding under the **FNCFS Funding Mechanism**:

- (a) for each of the Activities for which it is allocated in Schedule 4 under the heading **FNCFS Funding Mechanism** or reallocated in accordance with this section; and
- (b) in accordance with the terms and conditions of this Agreement for those Activities, including those set out in the Delivery Requirements.

[/:Name] may reallocate any **Funding under the FNCFS Funding Mechanism** as follows, provided that all Activities, funded by Funding under the **FNCFS Funding Mechanism**, are delivered in that Fiscal Year:

- (a) funding other than FNCFS capital project funding may be reallocated among any Activities listed under the **FNCFS Funding Mechanism** according to Schedule 4;

- (b) FNCFS capital project funding may be reallocated only as per a plan submitted to and approved by Canada.

Subject to paragraph 20.2(c) of the main body of this Agreement, if at the end of a Fiscal Year [/:Name] has not expended all Funding under the **FNCFS Funding Mechanism** for that Fiscal Year, [/:Name] may retain the unspent amount for expenditure in the following Fiscal Year where [/:Name]:

- (a) expends the unexpended Funding under the **FNCFS Funding Mechanism**:
- (i) for purposes consistent with the Activities funded by Funding under the **FNCFS Funding Mechanism**; and
  - (ii) in accordance with the plan for unexpended funding included in [/:Name]'s annual report on their FNCFS Multi-Year Plan for First Nation agreements accepted by Canada;
- (b) expends the unexpended Funding under the **FNCFS Funding Mechanism** before the expiry or termination of this Agreement, including any extensions to this Agreement; and
- (c) reports on its expenditure of the unexpended Funding under the **FNCFS Funding Mechanism** in accordance with the Reporting Guide and Reformed FNCFS Program guidance.

c) **7. Block Funding**

7.3 Subject to subsection 7.4, and provided that Mandatory Activities, funded by Block Funding, are delivered in the relevant Fiscal Year, [/:Name] may expend Block Funding on any Activities funded by Set, Fixed, Flexible, **FNCFS Funding Mechanism**, or Grant Funding during that Fiscal Year if [/:Name] submits a written plan to Canada for such expenditures and Canada accepts the plan by notice to [/:Name].

d) **12. Reimbursement of Ineligible Expenditures**

12.1 For each Activity identified as Set, Fixed, Flexible, and **FNCFS Funding Mechanism** in Schedule 4, [/:Name] shall repay to Canada any expenditure it makes against annual amounts

allocated in that Schedule for that Activity that is not in accordance with the terms and conditions of this Schedule or the Delivery Requirements set out in Schedule 5 for that Activity, unless Canada agrees otherwise in writing.

4.0 “SCHEDULE 4 - Funding and Schedule of Payment” of this agreement is deleted and replaced with the attached.

5.0 “SCHEDULE 5 - Contribution Funding: Delivery Requirements and Funding Adjustment Factors” of this agreement is amended to include **FNCFS Funding Mechanism** under:

**a) 8. Activities Funded by Set, Fixed, Flexible, FNCFS Mechanism or Grant Funding for ISC**

<b>ACTIVITY DELIVERY REQUIREMENTS, COST- SHARING AND ADJUSTMENT FACTORS</b>			
<b>ACTIVITY</b>	<b>DELIVERY REQUIREMENTS</b>	<b>COST- SHARING</b>	<b>ADJUSTMENT FACTOR</b>
Reformed - First Nation Child and Family Services	[/:Name] shall administer the First Nations Child and Family Services Program in accordance with provincial legislation, the First Nation Child and Family Services Program’s Terms and Conditions and any other current approved program documentation issued by ISC as amended from time to time.		insert an Adjustment Factor when applicable
First Nation Child and Family Services	[/:Name] shall administer the First Nations Child and Family Services Program in accordance with provincial legislation, the First		insert an Adjustment Factor when applicable

	Nation Child and Family Services Program's Terms and Conditions and any other current approved program documentation issued by ISC as amended from time to time.		
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6.0 "SCHEDULE 7 - Reporting and Due Dates of the Agreement" is amended to include the additional reporting requirements as attached.

7.0 All other terms and conditions of the Agreement remain in effect, unamended.

This amendment is signed on behalf of [/:Name] and on behalf of Canada by their duly authorized representatives.

[COMMENT] If the Recipient is incorporated, insert after each signature: I have the authority to bind the corporation. [COMMENT]

**HIS MAJESTY THE KING IN RIGHT OF CANADA, [/:FullLegalName]  
 as represented by the Minister of Indigenous Services and the Minister of Crown-Indigenous Relations**

by: \_\_\_\_\_  
 Ontario Region  
 Department of Indigenous Services

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

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

by: \_\_\_\_\_  
Ontario Region  
Department of Indigenous Services

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

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

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Sample Agreement

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Sample Agreement