

AMENDMENT**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 [/:CompanyType], incorporated or established under the laws of [/:IncorporatedJurisdiction] ("[: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 the 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 2026-2027 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) 12. Reimbursement of Ineligible Expenditures;

12.1 For each Activity identified as Set, Fixed, Flexible, and **FNCFS Mechanism** in Schedule 3, [/: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 Schedule 2 or the Delivery Requirements set out in Schedule 4 or Schedule 6 for that Activity, unless Canada agrees otherwise in writing.

- c) 31. This Agreement;

31.2 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**:

"Contribution Funding" means Set Funding, Fixed Funding, Flexible, **FNCFS Funding Mechanism** Funding and Block Funding.

"Cost-Sharing" means a requirement set out in Schedule 4 or Schedule 6 for [/:Name] to supplement any Set, Fixed, Flexible, or **FNCFS Funding Mechanism** for an Activity with funding from other sources.

"FNCFS Funding Mechanism" means that portion of the Funding, if any, set out in Schedule 3 under the heading " FNCFS Funding Mechanism ".

"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 and Grant Funding.

3.0 "SCHEDULE 2 – Contribution Funding" of this agreement is amended to include the following:

- a) Application

All Set, Fixed, Flexible, **FNCFS 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 3 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.

Subject to Schedule 4, [/: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 3;
- (b) FNCFS capital project funding may be reallocated only as per a plan submitted and approved by Canada.

Subject to paragraph 30.2(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 Child and Community Wellbeing Plan 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.

4.0

“SCHEDULE 3 - Funding and Schedule of Payments” of this agreement is deleted and replaced with the attached.

5.0

"SCHEDULE 4 - Delivery Requirements and Funding Adjustment Factors" of this agreement is amended to include the following:

In this Schedule, the following terms have the following meanings. These definitions apply equally to the singular and plural forms of the terms defined:

"Child and Community Wellbeing Plan" means a multi-year plan developed jointly between FNCFS Agencies and the First Nation(s) they serve, as described in Reformed FNCFS Program guidance.

"Ontario FNCFS Data Secretariat" means the entity selected or established by the Chiefs of Ontario and Nishnawbe Aski Nation to support data collection and synthesis with respect to First Nations child and family services in Ontario.

"Ontario Reform Implementation Committee" means the committee established to oversee the implementation of the Reformed FNCFS Program.

7. Activities Funded by Set, Fixed, Flexible, FNCFS Mechanism or Grant Funding for ISC

ACTIVITY DELIVERY REQUIREMENTS, COST- SHARING AND ADJUSTMENT FACTORS			
ACTIVITY	DELIVERY REQUIREMENTS	COST- SHARING	ADJUSTMENT FACTOR
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		insert an Adjustment Factor when applicable

	Services Program's Terms and Conditions and any other current approved program documentation issued by ISC as amended from time to time.		
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

13. Purpose and Application

13.1

The purpose of the FNCFS program is to provide resources and funding to support the holistic and culturally appropriate delivery of child and family services to meet the needs of children, youth and families ordinarily resident on reserve or in the Yukon. The Reformed FNCFS Program funds eligible recipients to provide services that account for the distinct needs of First Nations children, youth and families including cultural, historical and geographical circumstances.

14. Delivery Requirements for FNCFS Activities

14.1

[/:Name] shall administer Funding provided to [/:Name] for the delivery of the Reformed FNCFS Program in accordance with provincial legislation, the Reformed FNCFS Program's Terms and Conditions and any other current approved program documentation issued by ISC as amended from time to time.

14.2 Where full funding is not required for the delivery of provincial delegated services, Funding provided to [/:Name] for the delivery of the Reformed FNCFS Program may be transferred from [/:Name] to one or more of the First Nations it serves to support Activities included under Section 14.1 of this Schedule, including housing for the purposes of preventing First Nations children from being taken into care and of supporting reunification where housing is a barrier. Any transfer of Funding under this Section is subject to written notification in advance to Canada.

14.3 [/:Name] shall not reallocate for FNCFS prevention funding to protection Activities, unless those Activities are least disruptive measures

15. Accountability to First Nations

15.1 [/:Name] shall co-develop a Child and Community Wellbeing Plan with the First Nation(s) it serves that will guide [/:Name]'s planning, design and undertaking of Activities to support the delivery of the Reformed FNCFS Program. The Child and Community Wellbeing Plan should be consistent with any existing relationship agreement between [/:Name] and the First Nation(s) it serves. [/:Name] shall fund co-development of the Child and Community Wellbeing Plan. The Child and Community Wellbeing Plan must include, as outlined in Reformed FNCFS Program guidance:

- a. planned activities and associated expenditures of the FNCFS Agency with respect to Baseline Funding, emergency funding, and prevention funding, if any, over the Initial Funding Period;
- b. multi-year financial forecasts including unexpended funds and how they will be spent;
- c. plans for the realization of performance target set by the First Nation;

- d. risk management strategies;
- e. provisions for regular reporting by the FNCFS Agency to the First Nation;
- f. mechanisms to facilitate the sharing of information, to assist First Nations in the delivery of services under the Reformed FNCFS Program
- g. provisions that recognize and respect First Nations' delivery of First Nation Representative Services and post-majority support services
- h. an integrated approach to the delivery of prevention services as between the FNCFS Agency and their affiliated First Nations, which delineates their respective roles and ensures support to families and their communities in the provision of holistic wrap-around services
- i. consideration for the supporting and complementary roles of the FNCFS Agency and their affiliated First Nations in the delivery of services under the Reformed FNCFS Program; and
- j. provisions which provide for notification of First Nations of a child's involvement with [/:Name], in a manner that meets the standards set out in provincial and federal law.

15.2

[/:Name] must deliver services in alignment with the Child and Community Wellbeing Plan. Failure to establish or respect the requirements of the Child and Community Wellbeing Plan may impact the eligibility of [/:Name] to receive Funding through the FNCFS Mechanism, result in a program audit or the implementation of default remedies as outlined in Section 24 of this Agreement.

15.3

[/:Name] may update its Child and Community Wellbeing Plan annually, in partnership with the First Nation(s) it serves, to accommodate changes to its priorities and financial planning.

15.4

[/:Name] shall report to Canada and the First Nation(s) it serves annually on its Child and Community Wellbeing Plan.

15.5

[/:Name] shall report annually to the First Nation(s) it serves and to the Ontario FNCFS Data Secretariat on the following indicators with respect to children placed in out of-home care, as funded by the Reformed FNCFS Program and as outlined in Reformed FNCFS Program guidance:

- a. Knowledge of Indigenous languages
- b. Connection (access) to land
- c. Community-based activities
- d. Spirituality
- e. Family reunification
- f. Placement within community (kin and kith)
- g. Stability (i.e. moves in care)
- h. Incidence of abuse while child is in care
- i. Reason for entry
- j. Housing
- k. Reason for exit
- l. Time to exit

- m. Referrals to pre- and post- natal services
- n. Referrals to medical services
- o. Referrals to mental health services
- p. Referrals to substance misuse services
- q. Referrals to family violence intervention services
- r. Referrals to FNCFS prevention services
- s. Early learning childhood education
- t. Numeracy and literacy targets
- u. Secondary education completion rate
- v. Post-secondary education aspirations

15.6 Canada may share reports produced under this Agreement with the First Nation(s) served by [/:Name].

15.7 Canada may report to the First Nation(s) served by [/:Name] and the Ontario Reform Implementation Committee on [/:Name]'s compliance with the terms of this Agreement.

16. Adjustments to Funding

16.1 Where a First Nation being served by [/:Name]:

- a. notifies Canada in writing that it intends to transition to an entity other than [/:Name] for the delivery of protection services,
- b. notifies Canada in writing that ISC is to change the allocation between the First Nation and [/:Name] of the prevention funding attributable to the First Nation, or
- c. begins to be funded to exercise jurisdiction in the delivery of some or all aspects of child and family services pursuant to a self-government agreement, a treaty arrangement, a coordination agreement under An Act respecting First Nations, Inuit and Métis children, youth and families, S.C. 2019, c. 24, or an alternative federal jurisdictional and funding process,

Canada may reduce or cancel [/:Name]'s Reformed FNCFS Program Funding by providing at least 60 days prior notice to [/:Name]. This notice will specify the Fiscal Year(s) and amounts in respect of which any such Reformed FNCFS Program Funding will be reduced or cancelled.

6.0 SCHEDULE 5 - 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.

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

**[/:FullLegalName]
If the Recipient is an incorporated entity, insert
after each signature: I have the authority to bind
the corporation.**

by: _____ by: _____

(insert name and title)

Director, Funding Services
Ontario Region
Department of Indigenous Services

Date: _____

Date: _____

by: _____

by: _____

(insert name and title)

Director, Regional Plans and Partnerships
Ontario Region
Department of Indigenous Services

Date: _____

Date: _____

by: _____

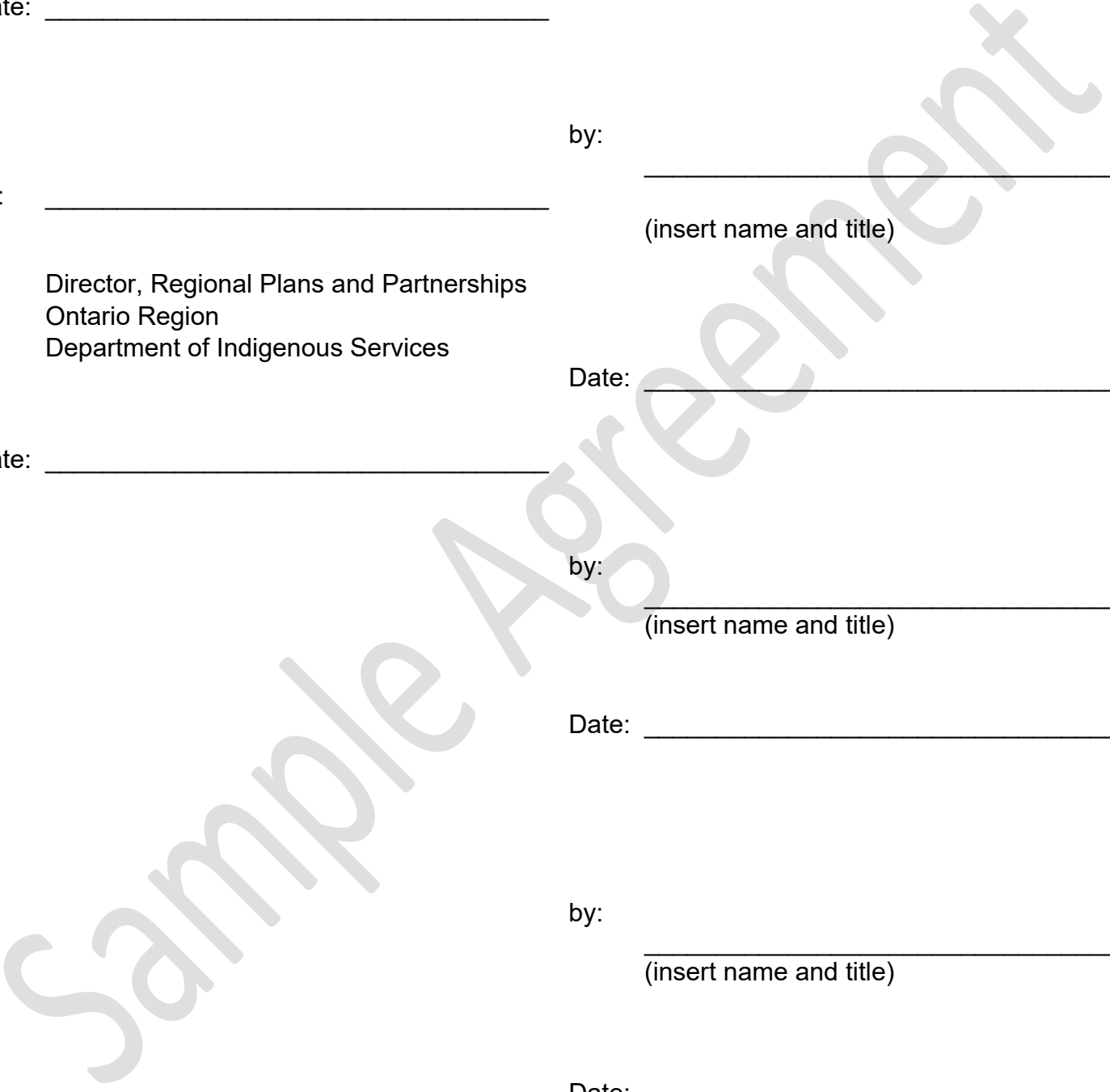
(insert name and title)

Date: _____

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Sample Agreement

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