

ARRANGEMENT FOR THE FUNDING AND ADMINISTRATION OF SOCIAL SERVICES

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
ALBERTA** as represented by the Minister of Family and Social
Services (hereinafter referred to as "Alberta")

WHEREAS:

Canada continues to have a special relationship with and interest in the Indian people of Canada arising from history, treaties, statutes and the Constitution;

Canada and Alberta recognize and agree that this arrangement will not prejudice the treaty rights of Indian people, nor alter any obligations of Canada to Indian people pursuant to treaties, statutes and the Constitution, including any rights protected by section 35 of the Constitution Act, 1982, nor affect any self-government rights that may be negotiated in future constitutional negotiations;

Canada and Alberta recognize that Indians and Indian Families should be provided with Social Services which take into account their cultures, values, languages and experiences;

Canada and Alberta are desirous of developing an arrangement in respect of the funding and administration for Social Services which would be applicable to Indians in the Province of Alberta; and

Canada and Alberta acknowledge that Indians have aspirations towards self-government and both therefore wish to support the establishment, management, and delivery by Indians and Indian organizations of child and family services and other community-based Social Services for Indians in Alberta.

NOW THEREFORE Canada and Alberta agree as follows:

1. In this arrangement,

- (a) "*Band*" or "*Indian Band*" means, a band as defined in the Indian Act;
- (b) "*care facility*" means, a facility for treatment, care or accommodation, including, but not limited to, homes for special care, group homes, foster homes, institutions, hospitals, nursing homes, alcohol and drug treatment centres, shelters for battered women and children, and community homes for care, that is recognized by, or utilized under, Provincial legislation;
- (c) "*child*" means a person who is less than eighteen years of age;
- (d) "*fiscal year*" means, the twelve month period commencing April 1 of a year and ending March 31 of the next following year;
- (e) "*home for special care*" means, a home for special care as defined in the Canada Assistance Plan Act, R.S.C. 1970, c. C-1, as amended from time to time;
- (f) "*Indian*" means an Indian as defined in the Indian Act;
- (g) "*Indian Act*" means the Indian Act, R.S. 1985, C. 1-5, as amended from time to time;
- (h) "*Indian Family*" means a family where at least one adult is an Indian or where the sole adult is the spouse of an Indian; and includes a single individual who is the former spouse of an Indian;
- (i) "*ordinarily residing on a Reserve*" means residing on a Reserve, and includes:
 - (i) persons residing in a community listed in Appendix III;
 - (ii) in the case of a child,
 - (a) a child whose parent or guardian having custody of the child was or is residing on a Reserve at the time the child was or is apprehended by or commences to receive Social Services from a Provincial Director of Child Welfare;

- (b) a child who was or is residing on a Reserve in an extended family situation at the time the child was or is apprehended by or commences to receive Social Services from a Provincial Director of Child Welfare;
 - (iii) persons who are away from a Reserve for the purpose of obtaining care in a care facility;
 - (iv) persons who are away from a Reserve, but who were ordinarily resident on-Reserve immediately preceding their leaving, for the primary purpose of accessing a Social Service described in Appendix I because there is no appropriate comparable social service presently available on-Reserve; and
 - (v) persons, described in section 4, who are away from a Reserve for the purpose of accessing post-secondary education or a training program.
- (j) "*Indian Reserve*" or "*Reserve*" means a reserve as defined in the *Indian Act*;
 - (k) "*Social Services*" means the programs and services as described in Appendix I of this arrangement; and
 - (l) "*spouse*" includes a common law spouse pursuant to the laws of Alberta.
2. This arrangement replaces the Memorandum of Understanding Confirming Existing Financial Transfer Agreements, between Alberta and Canada, executed by Canada on September 27, 1985 and Alberta on October 31, 1985, in respect to Treaty Seven and Treaty Eight Indian First Nations, Tribes, and Bands only. This arrangement supersedes and replaces all previous written and verbal negotiations and agreements between Alberta and Canada relating to the matters contained herein, in respect to Treaty Seven and Treaty Eight Indian First Nations, Tribes, and Bands only.
3. Canada will by this arrangement and in accordance with Appendix II:
- (a) arrange for the delivery of Social Services comparable to those provided by Alberta to other residents of the Province, directly or through negotiated agreements with Indian Bands, Indian agencies, Indian organizations, or with Alberta, to persons ordinarily residing on a Reserve; and
 - (b) fund Social Services for Indians and Indian Families ordinarily residing on a Reserve comparable to those provided by Alberta to other residents of the Province; and in particular, reimburse Alberta for those Social Services which Alberta delivers to Indians and Indian Families ordinarily residing on a Reserve.

4. Canada will by this arrangement and in accordance with Appendix II, fund Social Services for an Indian and his or her Indian Family where said Indian is currently residing off-reserve for the primary purpose of accessing post-secondary education or training, provided that said Indian:
 - (a) was ordinarily resident on-reserve immediately preceding his or her enrolment in a post-secondary education or training program;
 - (b) is in active full-time attendance in a post-secondary education or training program;
 - (c) is receiving financial support from the Government of Canada or from an Indian Band or Indian organization for such education or training; and
 - (d) maintains, or is a member of an Indian Family which maintains a home on a Reserve.

5. Alberta will by this arrangement and in accordance with Appendix II:
 - (a) unless otherwise stated herein, fund Social Services for non-Indian persons who are not members of an Indian Family and who are ordinarily residing on a Reserve;
 - (b) deliver, or enter into agreements to deliver, Social Services to persons ordinarily residing on a Reserve;
 - (c) fund and deliver, or enter into agreements to deliver, Social Services to Indians in the province who are not ordinarily residing on a Reserve; and
 - (d) fund and deliver, or enter into agreements to deliver, Social Services to non-Indian persons ordinarily residing in Redwood Meadows.

6. In principle Alberta is responsible for the funding and delivery of Social Services to all non-Indians residents of the province. However, notwithstanding subsection 3(b) and 5(a), in view of the small number of non-Indians ordinarily residing on Reserves, Canada will fund and deliver, or enter into agreements to fund and deliver, Social Services for non-Indians ordinarily residing on a Reserve. Where the amount paid by Canada for Social Services delivered to non-Indians ordinarily residing on a Reserve exceeds five percent (5%) of the amount paid by Canada for all Social Services on that Reserve, Canada may require Alberta to reimburse it for all amounts paid for Social Services delivered to non-Indians ordinarily residing on a Reserve. For the purposes of this section, the five percent (5%) does not include amounts paid to deliver Social Services to non-Indian members of an Indian family.

7. In principle, Canada is responsible for the funding of Social Services to all Indians who are ordinarily residing on a Reserve. However, notwithstanding section 5(d), in view of the small number of Indians ordinarily residing in Redwood Meadows, Alberta will fund and deliver, or enter into agreements to deliver, Social Services to Indians residing in Redwood Meadows. Where the amount paid by Alberta for Social Services delivered to Indians residing in Redwood meadows exceeds five (5%) of the amount paid by Alberta for all Social Services in Redwood Meadows, Alberta may require Canada to reimburse it for all amounts paid for Social Services delivered to Indians residing in Redwood Meadows.
8. Notwithstanding other provisions of this arrangement, Canada will provide emergency Social Assistance on Reserves and Alberta will provide emergency Supports For Independence off Reserve, to any person, as required, at the point need arises, without cost to or reimbursement from the other party.
9. For the purposes of this arrangement only, Canada and Alberta agree in principle that there is no duplication of funding of Social Services, and that the administration of Social Services does not inhibit the mobility of persons who wish to change their place of residence.
10. Canada and Alberta may enter into arrangements with Indian Bands, Indian agencies, or Indian organizations to enable these groups to administer and deliver Social Services to persons ordinarily residing on Reserves.
11. Alberta, in consultation with Canada,
 - (a) may enter into negotiations with Indian Bands, Indian agencies, and Indian organizations which deliver or wish to deliver Social Services to Indians not ordinarily residing on Reserves, in order to establish funding and administrative arrangements, which will enable the Indian Band, agency, or organization to deliver Social Services comparable to those available to other residents of the province; and
 - (b) will enter into negotiations with the Lesser Slave Lake Indian Regional Council and the Bigstone Band, which currently deliver Social Assistance to Indians not ordinarily residing on Reserves, in order to establish funding and administrative arrangements which will enable the said Council and Band to deliver Supports For Independence to Indians not ordinarily residing on Reserves.

12. Alberta or Canada, or both upon the written request of a Chief or Band Council, will make available information and statistics relating to the delivery of Social Services to that particular Band. However, either government may withhold any information that it considers private, sensitive, or the release of which is prohibited by law.
13. Canada will review those Social Services delivered by Alberta for which Canada provides funding and will identify to Alberta its concerns and the concerns of Indian Bands, Indian agencies, and Indian organizations relating to the delivery of those Social Services. Alberta will then indicate to Canada the action it will take to address those concerns.
14. Canada undertakes, in consultation with Alberta, to conduct a formal review of this arrangement at the second anniversary of the date on which it is entered into, and to conduct subsequent reviews whenever significant concerns are raised by Canada, Alberta, Indian Bands, Indian agencies or Indian organizations. Canada further undertakes to consult with Indian Bands, Indian agencies, and Indian organizations as part of the review process.
15. Prior to the commencement of each fiscal year, Alberta will deliver to Canada a budget of Alberta's anticipated expenditures for those Social Services Alberta delivers to Indians ordinarily residing on Reserves. Upon acceptance of the budget by the Minister of Indian Affairs and Northern Development, Canada will each month pay to Alberta one twelfth (1/12) of the accepted expenditure budget, this amount to be adjusted quarterly on the basis of invoices submitted and payable in accordance with Appendix II.
16. The final amounts payable to Alberta pursuant to section 15 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. In the event that Alberta cannot provide Canada with invoices within thirty (30) days of the end of the fiscal year, Alberta will then 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 will make payment within thirty (30) days of its receipt of either invoices or year-end estimates acceptable to Canada. However, invoices which are submitted within twelve (12) months following the end of the first fiscal year of this arrangement and which relate to that first fiscal year will be paid.
17. 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 will reimburse Canada for the overpayment.
18. Invoices submitted by Alberta shall provide details of expenditures and related information for each type of Social Service as outlined therefore in Appendix II and shall be certified by a designated representative of the Minister of Family and Social Services who has knowledge of the accounts.

19. Alberta will inform Canada annually prior to May 31 of changes in program rates and services which are anticipated for the current and subsequent fiscal years. Alberta will report to Canada annually prior to June 30 statistics for the previous year as agreed for each Social Service.
20. In the event that a dispute arises between Canada and Alberta with respect to this arrangement, either may give written notice to the other setting out the dispute and its desired solution. Upon receipt of the notice, the Federal Regional Director General and the Assistant Deputy Minister, Program Policy Development, Alberta Family and Social Services will together endeavour to resolve the dispute. In the event the dispute cannot be resolved, either party may take any other recourse, pursuant to this arrangement.
21. Alberta and Canada will make available to the other, any and all information required to enable the other to keep books and records, and to audit amounts received or requested. Where disclosure of certain information is prohibited by law, either party may withhold such information.
22. Either Canada or Alberta may at any time terminate this arrangement by providing the other with at least twelve (12) months written notice of its intention to terminate this arrangement, and where notice is so given, the arrangement shall cease to be effective after the date fixed in the notice. However, Canada and Alberta may together agree to terminate this arrangement without notice, and where such agreement is made, this arrangement shall cease to be effective after the date fixed by agreement.
23. In the event that this arrangement is terminated, Canada and Alberta agree that the provision of essential Social Services to Indians will be maintained. Any contractual obligations or responsibilities which either Canada or Alberta, or both, has entered into with any Indian Band, Indian agency, or Indian organization pursuant to this administrative arrangement will not be altered or amended solely as a result of the termination of this arrangement unless specifically provided for in the agreements entered into pursuant to this arrangement.
24. In the event that Canada or Alberta implements legislative, program or policy changes which will affect the terms of this arrangement, the parties agree to review these changes and to amend this arrangement if necessary.
25. This arrangement and any schedule or appendix hereto may be amended from time to time by the mutual consent, in writing, of the authorized representatives of Canada and Alberta. In the case of substantive amendment of the arrangement, Canada and Alberta will provide reasonable notice of such amendment to Indian Bands, Indian agencies, and Indian organizations, and will provide Indian Bands, Indian agencies, and Indian organizations with an opportunity to raise their concerns.

26. This arrangement deals only with the Social Services referred to herein and the programs and benefits described in Appendix I hereto. With the exception of the Social Services referred to herein, it is the intention of both Canada and Alberta that programs, benefits or services available from either, or from any other organization, will not be withdrawn, reduced or withheld because of this arrangement.
27. This arrangement is effective as of April 1, 1991, and applies to those Bands, Tribal Councils, Indian Agencies, and Indian organizations in the Treaty Seven and the Treaty Eight areas.
28. Any notice required to be given under this arrangement by either Canada or Alberta to the other shall be in writing and delivered, as applicable, to:

Minister of Indian Affairs and Northern Development (Canada)
Minister of Family and Social Services (Alberta)
29. Notwithstanding section 22, every payment under this arrangement is subject to an appropriation of either Parliament or the Alberta Legislature. In the event that the said appropriations are not made, either Canada or Alberta, or both, may suspend or terminate any obligations thereby affected.
30. Canada and Alberta covenant and agree that the definition of "ordinarily residing on a Reserve" used in this arrangement is strictly limited to the terms of this arrangement, and has no bearing on the meaning of the words "ordinarily resident" or "ordinarily residing" as these are used in any other agreement, arrangement, statute, or law.

IN WITNESS WHEREOF this arrangement has been executed by Canada and Alberta by the delegated officials authorized on their behalf.

Signed on the 19th day
of December, 1991

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

Anne Wheeler

Tom Siddon

Witness

Tom Siddon
Minister of Indian Affairs and Northern Development

Signed on the 17th day
of December, 1991

J. Pauline Nealon

Witness

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

[Signature]

John A. Oldring
Minister of Family and Social Services

Signed on the 23rd day
of January, 1991 ^{JDH}

NA Zaver

Witness

APPROVED pursuant to the Alberta Department
of Federal and Intergovernmental Affairs Act

[Signature]
Dominic J. Rennie

James D. Horsman
Minister of Federal and Intergovernmental Affairs

APPENDIX I

Description of Social Services

1. **SUPPORTS FOR INDEPENDENCE (ALBERTA)
SOCIAL ASSISTANCE (CANADA)**

The program provides financial assistance directly to families and individuals in need of food, clothing, shelter and other needs essential to health and safety.

2. **CHILD WELFARE**

The program ensures that the survival, security and development of children are protected. The services include the following: intake, investigation, apprehension and supervision orders, family support agreements, guardianship agreements and orders, foster care, residential services, and adoptions.

In addition, the program provides funds to assist families of handicapped children with the extraordinary demands and costs resulting directly from the handicapping condition, in order to maintain their children within the family home or in as normal a community setting as possible.

3. **CHILD CARE (Day Care)**

The program provides financial assistance to day care facilities and low income families through the provision of operating allowances, low income family subsidies, administrative fees and funding for integration of handicapped children in day care.

4. **ADULT SERVICES - SERVICES TO PERSONS WITH DISABILITIES**

The program funds or provides residential care and professional services and supports the development of services designed to meet the special needs of adults with disabilities. These services include, but are not limited to: residential care, group homes, proprietor based residential services, supported living arrangements, outreach services, in-home and out-of-home relief services, case planning, and day programs.

5. **WIDOWS' PENSION**

The program is income-tested and provides financial benefits to eligible widows and widowers.

6. ASSURED INCOME FOR THE SEVERELY HANDICAPPED

The program provides an assured income for severely and permanently handicapped adults, designed as an income-tested alternative to social allowance.

7. ALBERTA FAMILY AND COMMUNITY SUPPORT SERVICES

The program provides funding to municipalities and Bands to support services and activities which strengthen the family and the community.

8. OFFICE FOR THE PREVENTION OF FAMILY VIOLENCE

The program provides support and leadership in developing an effective approach to the problem of family violence in Alberta including information, education, consultation, community liaison, coordination of services, and limited funds for prevention projects.

9. FAMILY RELATIONS

The program assists families to resolve legal issues related to marital breakdown including disputes over the custody/access of children, assists in establishing the paternity of children born out of wedlock and in obtaining appropriate maintenance orders and agreements.

10. WOMEN'S EMERGENCY SHELTERS

The program provides short-term, safe and supportive environments for abused women and their children and to other women in crisis.

11. VOCATIONAL SUPPORT SERVICES - SERVICES TO PERSONS WITH DISABILITIES

The program assists individuals with disabilities to participate in and contribute to the social and economic aspects of the community on an equal basis with all citizens. The services funded or provided include, but are not limited to: developmental/isolation prevention services, day programs, employment preparation services, and placement support services.

12. ALBERTA ASSURED INCOME PLAN

The program provides an automatic income supplement to seniors in Alberta who are in receipt of the federal Guaranteed Income Supplement or the federal Extended Spouse's Allowance.

13. SHELTERS FOR HOMELESS ADULTS

The program provides meals and temporary accommodation to adults who are employable but temporarily unemployed and in need of assistance; it provides indigent men and women with a sheltered environment and helps them to regain and maintain their health and social functioning skills; and it provides emergency over-night accommodation for transients.

14. EMPLOYMENT SUPPORT SERVICES (CANADA)

The Department of Indian Affairs and Northern Development Social Development and Economic Development programs provide various employment support services.

APPENDIX II

Delivery and Funding Arrangements for Persons Ordinarily Residing on a Reserve

A. GENERAL DELIVERY AND FINANCIAL ARRANGEMENTS

1. SOCIAL ASSISTANCE (CANADA) SUPPORTS FOR INDEPENDENCE (ALBERTA)

(a) Delivery

Canada will deliver or make arrangements with Indian Bands, Indian agencies, or Indian organizations to deliver the Department of Indian Affairs and Northern Development Social Assistance program, and will provide the resources to permit delivery of Social Assistance to persons ordinarily residing on a Reserve that is comparable to the Supports For Independence benefit which is available to other residents of the Province.

Alberta will deliver or make arrangements with Indian Bands, Indian agencies, or Indian organizations to deliver the Supports For Independence program to non-Indians ordinarily residing in Redwood Meadows.

(b) Financial Arrangement

Financial arrangements will be pursuant to Sections 3, 5, 6, and 7 of the arrangement, and in accordance with Part B of this Appendix II.

2. CHILD WELFARE

(a) Delivery

Alberta will directly deliver or enter into arrangements with Indian Bands, Indian agencies or Indian organizations, either bilaterally, or trilaterally with Canada as the third party, to deliver Child Welfare services. Alberta agrees that in the event that a child who is a member of an Indian Band is apprehended, is to be the subject of a temporary or permanent guardianship order or agreement or is to be placed for adoption, the Alberta authorities will consult with and take into consideration the opinion of the Chief and Council of the Band or a designate of either of them except as limited by sections 62.1 and 73 of the Child Welfare Act. Where an Indian Band in Alberta is serviced by an Indian organization or agency with powers and duties delegated under Section 87 of the Child Welfare Act, Alberta authorities will immediately consult with and involve the Indian

agency or organization in planning for any child who is a member of the Band, except as limited by sections 62.1 and 73 of the Child Welfare Act.

(b) Financial Arrangement

Canada will reimburse Alberta in accordance with Part B of this Appendix II, for Child Welfare services provided to Indians, Indian Families and children who are members of Indian Families, in cases where Alberta delivers the services directly or through a non-Indian agency or organization.

Canada will directly fund an Indian Band or Indian agency for delivery of Child Welfare services for Indians, Indian Families and children who are members of Indian Families, when the Indian Band, Indian agency, or Indian organization has entered into, or enters into:

- (i) a tripartite agreement with both Alberta and Canada for the delivery and funding of Child Welfare Services, or
- (ii) two separate bilateral agreements, one with Alberta for delivery, and one with Canada for funding, of Child Welfare services.

3. CHILD CARE (DAY CARE)
ADULT SERVICES - SERVICES TO PERSONS WITH DISABILITIES
WIDOWS' PENSION
ASSURED INCOME FOR THE SEVERELY HANDICAPPED
ALBERTA FAMILY AND COMMUNITY SUPPORT SERVICES
OFFICE FOR THE PREVENTION OF FAMILY VIOLENCE
FAMILY RELATIONS
WOMEN'S EMERGENCY SHELTERS
VOCATIONAL SUPPORT SERVICES - SERVICES TO PERSONS WITH
DISABILITIES

(a) Delivery

Alberta will deliver or together with Canada make arrangements with Indian Bands, Indian agencies, or Indian organizations for the delivery of the above-listed services.

(b) Financial Arrangement

In the case of Indians and Indian Families ordinarily residing on a Reserve, Canada will reimburse Alberta for delivery of the above-listed services in accordance with Part B of this Appendix II.

4. ALBERTA ASSURED INCOME PLAN

(a) Delivery

Alberta will deliver this service.

(b) Financial Arrangement

Canada will not reimburse Alberta for any amount paid in relation to the delivery of this service. Alberta Assured Income is an Alberta supplement to the Federal Old Age Security and Guaranteed Income Supplement benefits and is outside of the program mandate of Indian Affairs and Northern Development.

5. SHELTERS FOR HOMELESS ADULTS

(a) Delivery

Alberta will deliver or together with Canada make arrangements with Indian Bands, Indian agencies, or Indian organizations to deliver this service.

(b) Financial Arrangement

Canada will reimburse Alberta for delivery of the above listed services to Indians and Indian Families ordinarily residing on a Reserve in accordance with Part B of this Appendix II.

6. EMPLOYMENT SUPPORT SERVICES (CANADA)

(a) Delivery

Canada will deliver or make arrangements with Indian Bands, Indian agencies, or Indian organizations for the delivery of various employment support services through DIAND Social Development and Economic Development Programs.

(b) Financial Arrangement

Canada will directly fund these services.

B. REIMBURSEMENT BY CANADA TO ALBERTA

1. SUPPORTS FOR INDEPENDENCE

The amount payable by Canada to Alberta pursuant to section 7 of the arrangement will be the actual amount paid by Alberta to Indians residing in Redwood Meadows.

2. CHILD WELFARE

The amount payable by Canada to Alberta pursuant to the arrangement will be determined in accordance with the program funding formula set out in Schedule A.

3. CHILD CARE (DAY CARE)

The amount payable by Canada to Alberta pursuant to the arrangement will be the aggregate of:

- (a) the amount of any day care operating funds provided by Alberta; and
- (b) an amount for administration, to be determined in accordance with the program funding formula set out in Schedule A; and
- (c) for an Indian Family which qualifies, the actual child care subsidy paid to or on behalf of the Indian Family by Alberta.

4. **ADULT SERVICES - SERVICES TO PERSONS WITH DISABILITIES**

The amount payable by Canada to Alberta pursuant to the arrangement will be the aggregate of:

- (a) an amount based on the Canada Assistance Plan criteria for determining sharing in the costs of care in homes for special care, in respect of each disabled adult who is admitted to a home for special care facility after March 31, 1991; and
- (b) an amount for professional and support services, contracted services, day programs, independent living programs, financial assistance, and other Adult Services paid by Alberta; to be determined in accordance with the program funding formula set out in Schedule A.

5. **WIDOWS' PENSION**

The amount payable by Canada to Alberta pursuant to the arrangement will be the aggregate of:

- (a) the actual amount paid by Alberta pursuant to the Widows' Pension Act, S.A. 1983, c.W-7.5 to Indians ordinarily residing on a Reserve; and
- (b) an amount for administration, to be determined in accordance with the program funding formula set out in Schedule A.

6. **ASSURED INCOME FOR THE SEVERELY HANDICAPPED**

The amount payable by Canada to Alberta pursuant to the arrangement will be the aggregate of:

- (a) the total amount paid by Alberta pursuant to the Assured Income For The Severely Handicapped Act, R.S.A. 1980, c.A-48 to Indians ordinarily residing on a Reserve; and
- (b) an amount for administration, to be determined in accordance with the program funding formula set out in Schedule A.

7. ALBERTA FAMILY AND COMMUNITY SUPPORT SERVICES

The amount payable by Canada to Alberta pursuant to the arrangement will be the aggregate of:

- (a) the amount paid by Alberta as a grant to a Band, up to a maximum of the legislated grant per person for the number of persons residing on a Reserve for which the Band received a grant; and
- (b) an amount for administration, to be determined in accordance with the program funding formula set out in Schedule A.

8. OFFICE FOR THE PREVENTION OF FAMILY VIOLENCE

The amount payable by Canada to Alberta pursuant to the arrangement will be the aggregate of:

- (a) the amount paid by Alberta as a community project fund grant to an Indian Band, Indian agency, or Indian organization; and
- (b) an amount for administration, to be determined in accordance with the program funding formula set out in Schedule A.

9. FAMILY RELATIONS

The amount payable by Canada to Alberta pursuant to the arrangement will be determined in accordance with the program funding formula set out in Schedule A.

10. WOMEN'S EMERGENCY SHELTERS

The amount payable by Canada to Alberta pursuant to the arrangement will be determined in accordance with the program funding formula set out in Schedule A.

11. VOCATIONAL SUPPORT SERVICES - SERVICES TO PERSONS WITH DISABILITIES

The amount payable by Canada to Alberta pursuant to the arrangement will be determined in accordance with the program funding formula set out in Schedule A.

12. ALBERTA ASSURED INCOME PLAN

No reimbursement.

13. SHELTERS FOR HOMELESS ADULTS

- (a) There will be no reimbursement for program or administration costs relating to the provision of emergency over-night accommodation and services to transients.
- (b) In respect of all other program components, the amount payable by Canada to Alberta pursuant to the arrangement will be the aggregate of:
 - (i) an amount based on the Canada Assistance Plan criteria for determining sharing in the costs of care in homes for special care, in respect of each recipient; and
 - (ii) an amount for administration, to be determined in accordance with the program funding formula set out in Schedule A.

C. REIMBURSEMENT BY ALBERTA TO CANADA

1. SOCIAL ASSISTANCE

The amount payable by Alberta to Canada in respect of the delivery of this service pursuant to section 6 of the arrangement will be the actual amount paid by Canada to non-Indians ordinarily residing on a Reserve.

APPENDIX III

Specific Communities

Communities

1. Cadotte Lake
2. Fort Chipewyan
3. Fort McKay
4. Garden River
5. Little Buffalo
6. any other Bands that are established under the Indian Act.

NOTE: FOR INFORMATION PURPOSES ONLY:

The Indian Bands listed below are respectively associated with the same numbered communities listed above.

1. Woodland Cree Band
2. Fort Chipewyan Cree Band
Athabasca Chipewyan Band
3. Fort McKay Band
4. Little Red River Band
5. Lubicon Lake Band

SCHEDULE A

Program Funding Formulae

1. At the commencement of each fiscal year, calculations made pursuant to this schedule will be based on the actual year-end figures for the preceding fiscal year. Prior to the expiration of the time limited by the arrangement, an adjustment will be made based on the actual figures for the current fiscal year.

2. **CHILD WELFARE**

The amount referred to in Appendix II(B)(2) will be calculated in accordance with the formula

$$A + \left(\left(\frac{B}{C} \right) \times D \right) + \left(\left(\frac{\left(\left(\frac{E}{F} \right) \times G \right)}{C} \right) \times D \right)$$

where

- A is the actual expenditure by Alberta in respect of Indian children and members of Indian Families ordinarily residing on a Reserve who received the service.
- B is the actual direct administration cost to Alberta in respect of the service.
- C is the average total caseload in respect of the service.
- D is the actual number of recipients served who ordinarily reside on a Reserve.
- E is the actual indirect administration support service cost to Alberta in respect of the service.
- F is the aggregate total program expenditures, including administration costs, in respect of all services provided by Alberta.
- G is the actual expenditure by Alberta in respect of the service.

3. CHILD CARE (DAY CARE)

The amount referred to in Appendix II(B)(3)(b) will be calculated in accordance with the formula

$$\left(\left(\frac{A}{B} \right) \times C \right) + \left(\left(\frac{\left(\left(\frac{D}{E} \right) \times F \right)}{B} \right) \times C \right)$$

where

- A is the actual direct administration cost to Alberta in respect of all day care services.
- B is the average total number of children who received day care services.
- C is the actual number of children in receipt of day care services who ordinarily reside on a Reserve.
- D is the actual fiscal year indirect administration support service cost to Alberta in respect of the service.
- E is the aggregate total program expenditures, including administration costs, in respect of all services provided by Alberta.
- F is the actual expenditures by Alberta in respect of the service.

4. ADULT SERVICES - SERVICES TO PERSONS WITH DISABILITIES

The amount referred to in Appendix II(B)(4)(b) will be calculated in accordance with the formula

$$\left(\left(\frac{A}{B} \right) \times C \right) + \left(\left(\frac{D}{B} \right) \times C \right) + \left(\left(\frac{\left(\left(\frac{E}{F} \right) \times A \right)}{B} \right) \times C \right)$$

where

- A is the actual expenditure by Alberta in respect of the service.
- B is the average total caseload in respect of the service.
- C is the actual number of recipients served who ordinarily reside on a Reserve.
- D is the actual direct administration cost to Alberta in respect of the service.
- E is the actual indirect administration support service cost to Alberta in respect of the service.
- F is the aggregate total program expenditures, including administration costs, in respect of all services provided by Alberta.

5. WIDOWS' PENSION

The amount referred to in Appendix II(B)(5)(b) will be calculated in accordance with the formula

$$\left(\left(\frac{A}{B} \right) \times C \right) + \left(\left(\frac{\left(\left(\frac{D}{E} \right) \times F \right)}{B} \right) \times C \right)$$

where

- A is the actual direct administration cost to Alberta in respect of the service.
- B is the average caseload in respect of the service.
- C is the actual number of recipients served who ordinarily reside on a Reserve.
- D is the actual indirect administration support service cost to Alberta in respect of the service.
- E is the aggregate total program expenditures, including administration costs, in respect of all services provided by Alberta.
- F is the actual expenditures by Alberta in respect of the service.

6. ASSURED INCOME FOR THE SEVERELY HANDICAPPED

The amount referred to in Appendix II(B)(6)(b) will be calculated in accordance with the formula set out in section 5 of this Schedule A.

7. ALBERTA FAMILY AND COMMUNITY SUPPORT SERVICES

The amount referred to in Appendix II(B)(7)(b) will be calculated in accordance with the formula

$$\left(\left(\frac{A}{B} \right) \times C \right) + \left(\left(\frac{\left(\left(\frac{D}{E} \right) \times F \right)}{B} \right) \times C \right)$$

where

- A is the actual direct administration cost to Alberta in respect of the service.
- B is the total number of Municipalities that received a service grant.
- C is the total number of Indian Bands that received a service grant.
- D is the actual indirect administration support service cost to Alberta in respect of the service.
- E is the aggregate total program expenditures, including administration costs, in respect of all services provided by Alberta.
- F is the actual expenditures by Alberta in respect of the service.

8. OFFICE FOR THE PREVENTION OF FAMILY VIOLENCE

The amount referred to in Appendix II(B)(8)(b) will be calculated in accordance with the formula set out in section 5 of this Schedule A.

9. FAMILY RELATIONS

The amount referred to in Appendix II(B)(9) will be calculated in accordance with the formula set out in section 5 of this Schedule A.

10. WOMEN'S EMERGENCY SHELTERS

The amount referred to in Appendix II(B)(10) will be calculated in accordance with the formula

$$\left(\left(\frac{A}{B} \right) \times C \right) + \left(\left(\frac{D}{B} \right) \times C \right) + \left(\left(\frac{\left(\left(\frac{E}{F} \right) \times A \right)}{B} \right) \times C \right)$$

where

- A is the actual expenditure by Alberta in respect of the service.
- B is the average total number of women and children served.
- C is the actual number of women and children served who ordinarily reside on a Reserve.
- D is the actual direct administration cost to Alberta for the Office For the Prevention of Family Violence.
- E is the actual indirect administration support service cost to Alberta in respect of the service.
- F is the aggregate total program expenditures, including administration costs, in respect of all services provided by Alberta.

11. VOCATIONAL SUPPORT SERVICES - SERVICES TO PERSONS WITH DISABILITIES

The amount referred to in Appendix II(B)(11) will be calculated in accordance with the formula

$$\left(\left(\frac{A}{B} \right) \times C \right) + \left(\left(\frac{D}{B} \right) \times C \right) + \left(\left(\frac{\left(\left(\frac{E}{F} \right) \times A \right)}{B} \right) \times C \right)$$

where

- A is the actual expenditure by Alberta in respect of the service.
- B is the average total caseload in respect of the service.
- C is the actual number of recipients served who ordinarily reside on a Reserve.
- D is the actual direct administration cost to Alberta in respect of the service.
- E is the actual indirect administration support service cost to Alberta in respect of the service.
- F is the aggregate total program expenditures, including administration costs, in respect of all services provided by Alberta.

12. SHELTERS FOR HOMELESS ADULTS

The amount referred to in Appendix II(B)(13)(ii) will be calculated in accordance with the formula

$$\left(\frac{\left(\left(\frac{A}{B} \right) \times C \right)}{D} \right) \times E$$

where

- A is the actual indirect administration support service cost to Alberta in respect of the service.
- B is the aggregate total program expenditures, including administration costs, in respect of all services provided by Alberta.
- C is the actual expenditures by Alberta in respect of the service.
- D is the average caseload in respect of the service.
- E is the actual number of recipients served who ordinarily reside on a Reserve.

**Pages 27 to / à 42
are withheld pursuant to sections
sont retenues en vertu des articles**

14(b), 13(1)(c)

**of the Access to Information Act
de la Loi sur l'accès à l'information**

ATIP Request A-2024-00425

Activities	Fiscal Year 2023 -2024
DEV PROV CASE MAN SYST	111,630
FNCFS- POST-MAJORITY CARE	1,233,859.74
MAINTENANCE - GROUP HOMES	6,117,944.21
MAINTENANCE -FOSTER HOMES	2,441,616.85
MAINTENANCE-INSTITUTIONS	466,070.35
MAINTENANCE-KINSHIP CARE	2,312,158.76
MAINT-POST ADOPT SUBSID	226,852.69
OPERATIONS - CFS	3,842,000
Total	16,752,132

Outlined above is the amount transferred to the Government of Yukon by activities for fiscal 2023-24.

Final signed June 10, 2021

INNU-CSSD PROTOCOL

Made in 2021 between:

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR
through the Minister of Children, Seniors and Social Development
("CSSD")

and

Sheshatshiu Innu First Nation
("SIFN")

and

Mushuau Innu First Nation
("MIFN")

and

Innu Round Table Secretariat
("IRTS")

WHEREAS

- The parties wish to build their relationship and coordinate their work in the best interests of Innu children, youth and families;
- The parties seek to improve upon the work they started together under:
 - the MOUs signed between the Province and each of the First Nations on November 6, 2012 (no longer in effect), and
 - the Working Relationship Agreement dated September 30, 2015 (replaced by this agreement);
- The parties acknowledge that the framework under which they all operate has undergone significant change, including:
 - The Innu are now delivering their own prevention services, which started in 2017, and are also delivering their own Innu Representative services, which started in 2019, both being delivered through the IRTS;
 - The Province has made new legislation, the *Children, Youth and Families Act*, SNL 2018, c C-12.3 ("CYFA"), that came into force on June 28, 2019 and replaces the Province's former child protection legislation;

- The federal government has passed a new law, *An Act respecting First Nations, Inuit and Métis children, youth and families*, SC 2019, c 24 (“Federal Child Welfare Law”), which came into force on January 1, 2020, and which (1) creates certain federal rules that apply to all child, youth and family services matters involving Indigenous children, and (2) recognizes that Indigenous peoples’ inherent right of self-government includes jurisdiction in relation to child, youth and family services;
- Innu have given notice of their intention to develop their own child, youth and family services law; and
- The Province has indicated it supports the Innu on their path of developing their own child protection system and legislation;
- The parties have developed this Protocol to support work on the front lines, improve services and service coordination, and assist in the development of capacity within Innu communities and organizations in a way that is consistent with the values of the Innu;

The parties have therefore made this Protocol as an agreement amongst them:

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Introduction

Overview of Roles

1. For reference, the parties provide the following overview of their respective roles:
 - a. **CSSD** has legislated roles in respect of child protection as outlined under the CYFA. This includes, among other things, the investigation of referrals of child maltreatment, assessment of risk to children, working with families to reduce risk, making applications to court, as well as approving, monitoring and supporting those who are identified to care for children and youth if they require out of home care. Much of the work of CSSD is carried out by social workers who have assigned duties and responsibilities, as well as other staff and service providers under agreement with CSSD.

CSSD is providing additional information about its internal organization and the different roles and responsibilities of persons noted in their organization in **Appendix A**, and it may update Appendix A upon notice to the other parties. The goal of Appendix A is to provide a resource and understanding of what work should be expected of CSSD staff, and the ability to identify reporting structures for them.

- b. **Innu Representatives** are authorized representatives of SIFN and MIFN, employed by IRTS, acting as the voice of the community to speak up in matters involving its children and youth in the child protection system. The Innu Representatives fulfill the function of “Indigenous representatives” set out in the CYFA, and related roles. IRTS is providing additional information on the Innu Representatives in **Appendix B**, and it may update Appendix B upon notice to the other parties.
 - c. **Innu Prevention Services** are provided by IRTS in both Sheshatshiu and Natuashish inclusive of all prevention services *specifically* focused on child, youth and family services, i.e. targeted specifically at families involved in the child protection system or at risk of such involvement. IRTS is providing additional information on Innu Prevention Services in **Appendix B**, and as noted above it may update Appendix B upon notice to the other parties.

- d. **SIFN and MIFN** both provide a number of services at the community-wide level. Some of these services play an important role in prevention even though they are *not* specifically targeted or limited to families involved with child protection services or at risk of that involvement. Some examples include health and healing services, prenatal services, addictions services, mental health and counselling services, family & youth treatment programs, justice programs, cultural and land-based programs, community recreational programs, etc. These services are available for referrals and access by Innu families as needed. SIFN is providing more information on its services in **Appendix C**, which it may update upon notice to the other parties. MIFN is providing more information on its services in **Appendix D**, which it may update upon notice to the other parties.
2. The parties also acknowledge that SIFN and MIFN have each established corporations that are providing residential placement homes that are provincially approved to accept placements of children and youth in care. In Sheshatshiu, Shushepeshipan Ishpitentamun Mitshuap Inc. operates a group home and two emergency placement homes. In Natuashish, Mushuau Innu EPH and Group Home Inc. operates an emergency placement home and group home in Natuashish is also planned. These separate corporations are not parties to this Protocol, but they are acknowledged here given their role in child and family services within the Innu communities.

Responsibilities

3. Each party is responsible for ensuring that their employees:
 - a. Fulfill their own duties within their party's roles as outlined above;
 - b. Work collaboratively with the other parties and their employees;
 - c. Treat the employees of the other parties with respect and decency;
 - d. Carry out this agreement within the course of their duties.

Application

4. This Protocol applies to all Innu children and youth in the Province of Newfoundland and Labrador. The parties recognize that the pace and manner of implementation outside in the communities of Sheshatshiu and Natuashish will be different than within them.

5. “Innu” in this Protocol means a child or youth who is a member or reasonably believed to be eligible to be a member of Sheshatshiu Innu First Nation or Mushuau Innu First Nation. It includes families of mixed Innu/non-Innu heritage. Anyone living in Sheshatshiu or Natuashish will be assumed to be Innu for the purposes of this Protocol unless the family makes clear that they are not Innu or if MIFN or SIFN tells CSSD or IRTS that the family is not Innu.
6. Sometimes this Protocol and its Appendices refer to specific notification processes in Sheshatshiu vs Natuashish, or to lists differentiating Sheshatshiu Innu (SIFN) children and youth and Mushuau Innu (MIFN) children and youth. CSSD may treat this as follows:
 - a. If CSSD is unsure which process to use, or is having trouble making contact, CSSD is encouraged to use the Sheshatshiu notification process referred to in Appendix F (see in particular #2 of Appendix F at (a)(i) and (c)(i)).
 - b. CSSD should use Natuashish notification processes for children and youth located in Natuashish, or if a Natuashish IRTS employee is already known as the contact person on an ongoing file. In other situations, the Sheshatshiu notification process should be used.
 - c. CSSD is encouraged to try to determine if a child or youth is a member, or eligible to be a member, of SIFN or MIFN. If that information is known, CSSD is encouraged to record that in their lists, database, and other relevant records.

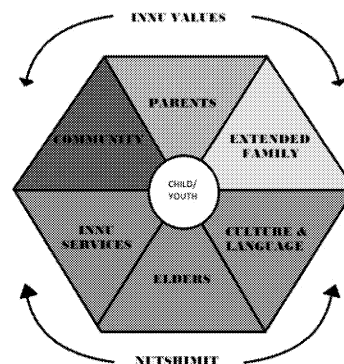
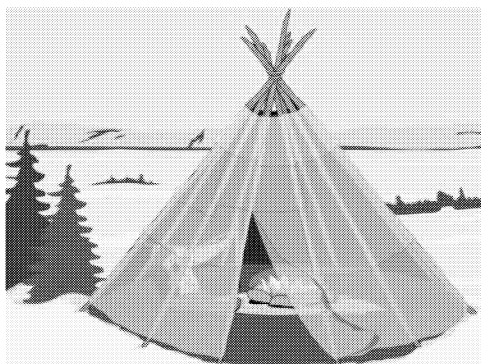
Guiding Principles

Three Needs of Every Innu Child & Youth

7. Innu Prevention Services and the Innu Representatives have identified 3 things that should be in place for every Innu child and youth, at a minimum, to sustain their well-being. Every Innu child needs:
 - a. At least one consistent & healthy Innu caregiver in their life;
 - b. To learn where they will always belong; and
 - c. Opportunities to experience Innu culture and learn Innu history, in Nutshimit.

Innu Care Approach

8. The parties acknowledge the Innu Care Approach, which was developed by Innu to inform services with Innu children, youth and families: ¹
- a. The Innu Care Approach starts with Innu knowledge that the wellbeing of Innu children and youth depends on the wellbeing of the supports around them, including:
 - Parents
 - Extended Family
 - Community
 - Elders
 - Culture & Language
 - Innu Services
 - b. These supports are like *tshuap* poles that support a caring environment around Innu children and youth. They stand strongly on the ground of *Nutshimit* which is inseparable from *Innu-aitun* (culture and way of life). The Innu Healing Values wrap around this support structure, protecting the Innu way of life. In this supportive environment, our children and youth are encouraged to grow strong in all aspects of life.
 - c. Innu children, youth, families and communities have an enormous wealth of knowledge and skills that must be valued and engaged with in order to rebuild the circles of support that keep all Innu healthy and strong.
 - d. Re-building resilient circles of care is a multigenerational process. The healing process is different for every individual, family and community, and it takes place through cycles over time, not necessarily in a linear way.
 - e. These images that can help in understanding the Innu Care Approach:



¹ A *Guide to the Innu Care Approach* (2017) may be accessed at: <http://www.irtsec.ca/2016/wp-content/uploads/2018/01/A-Guide-to-the-Innu-Care-Approach-Dec-2017.pdf>

Innu Healing Strategy

9. The parties also acknowledge that their work together through this Protocol is reflective of the *Innu Healing Strategy* (2014),² which includes the following principles:
- a. If true healing of social and health problems (and other ills) is to occur, individuals, families, and communities must be engaged as ready and willing participants (p.3).
 - b. Healing must be built from the ground up, with Innu families as the focus (p. 5).
 - c. Critical changes are needed to external non-Innu services as well as to Innu institutions and procedures (p. 5).
 - d. We are committed to the mission to rebuild healthy, sustainable, and resilient Innu communities (p. 10).
 - e. We honour the Innu Healing Values of respect, trust & honesty, cooperation, family, and nature (p. 12).

Information Sharing

10. The portions of this Protocol that address the sharing of information (including Appendices) are to be considered as an information sharing agreement within the meaning of s. 95 of the CYFA.
11. CSSD, Innu Representatives and Innu Prevention Services will proactively share with each other all relevant information they hold about Innu children, youth and families in the child and youth protection system, subject to s. 93 of the CYFA and other mandatory limitations required by law.
12. For greater certainty, information about a pregnancy may fall outside of the scope of mandated child or youth protection involvement, and if so, is not to be proactively shared. See Appendix F (at #20-23) for further details on support to parents prior to a birth.

² A copy of the *Innu Healing Strategy* (2014) may be accessed at: <http://www.irtsec.ca/2016/wp-content/uploads/2014/08/An-Innu-Healing-Strategy-June-2014-4.pdf>

13. If a CSSD employee believes a mandatory exception to information sharing applies under s. 93 of the CYFA or otherwise by law, the CSSD employee will indicate this to the other party to this Protocol, and will not share that information at that time. The employee will consult as needed with CSSD management on any steps to be taken (e.g. can the information be shared with parental consent, for example), and will comply with CSSD policies in relation to that information. The parties anticipate that the exceptions to information sharing will be rare and most information will be shared.
14. For reference and understanding, the purposes behind the open information sharing principle in section 11 include the following:
 - a. Innu governments and the Government of Newfoundland & Labrador all have a role in standing up for the best interests of Innu children and youth.
 - b. The Federal Child Welfare Law requires service providers to give priority to prevention services, and the parties are committed to doing so, which requires full coordination between CSSD child protection services and Innu Prevention Services.
 - c. The CYFA allows the Minister of CSSD to make information sharing agreements with Indigenous governments.
 - d. The CYFA already supports information sharing that is in the best interests of a child or youth, as well for case planning or integrated service delivery purposes, including disclosure for those purposes to Indigenous representatives.
 - e. The parties acknowledge that information sharing is important to the ability of Innu Prevention Services and Innu Representatives to provide their services effectively in the best interests of Innu children and youth. CSSD believes that the work of Innu Representatives and Innu Prevention Services is beneficial to Innu children and youth and is essential for good case planning and service delivery for the Innu children and youth receiving services from CSSD.
 - f. Information sharing will facilitate transitions towards an Innu Law, which is in development.
15. CSSD commits to develop and maintain policies to support the disclosure of information further to the implementation of this Protocol.

16. All parties believe in the importance of working to empower and support the role of parents in their children/youth's lives. Because it is essential that timely information sharing occur as a matter of course in order to serve the best interests of Innu children and youth and to coordinate services for their benefit, the consent of parents or other individuals is not required for information sharing under this agreement and should not routinely be sought out for that purpose. The parties will inform parents about the information sharing occurring under this Protocol. The parties will collaborate with each other to help present clear and consistent information to Innu families about this Protocol, that supports the message that each party is doing important work for Innu children and youth, and will be sharing information as part of the coordination of services and to promote the best interests of Innu children and youth.
17. IRTS will take the measures set out in **Appendix E** to protect the security and confidentiality of information provided to Innu Representatives and Innu Prevention Services. Appendix E may be updated with the consent of both CSSD and IRTS, upon notice to the other parties.
18. Nothing in this Protocol authorizes sharing of information other than as set out in this Protocol, but it does not prevent such information sharing if otherwise legal.

Day to Day Case Work with Families

19. Day to day case work with families is to be addressed in the manner set out in **Appendix F**, which may be updated with the consent of both CSSD and IRTS, upon notice to the other parties. For greater certainty, the term "case work" in this Protocol is not intended to only relate to matters which have ongoing court cases or involvement. "Case work" means any and all work/engagement on child and family services matters between one or more parties and a family. For CSSD this includes the protective intervention, kinship, in care, adoptions and youth services programs. For IRTS, it includes the Innu Prevention Services and Innu Representatives programs.

Periodic Meetings, Reports and Joint Initiatives

20. The parties' terms of agreement regarding periodic meetings, the preparation and exchange of certain reports, and certain joint initiatives are set out in **Appendix G**. Appendix G may be updated with the mutual agreement of CSSD and IRTS, upon notice to the other parties.

Staff Orientation and Training

21. CSSD will ensure that its staff working in the Innu communities or frequently involved on Innu files under the CYFA have received the following orientation, to be completed within 60 days of this Protocol coming into effect for existing staff and within 60 days of a new staff member starting work:
 - a. Orientation to this Protocol.
 - b. Orientation on the national minimum standards on Indigenous child welfare contained within the Federal Child Welfare Law, being sections 9-17 of that law.
 - c. An orientation to Innu culture, Innu history, Innu services, and the Innu community/ies they will be working most closely with. This orientation must be provided by IRTS, SIFN, MIFN or Innu Nation, or by a provider they have authorized. The 60-day timeline applies to this subsection (c) only to the extent of the availability of the Innu parties to provide or authorize that training within the 60 days, and is considered extended during any time when such training is not available.
22. IRTS will ensure that its staff working with this Protocol receive an orientation to this Protocol within 60 days of this Protocol coming into effect for existing staff and within 60 days of a new staff member starting work.
23. IRTS will aim, if it considers it reasonable and feasible to do so, to provide orientation to its Innu Representatives on the CYFA and on the national minimum standards on Indigenous child welfare contained within ss. 9-17 of the Federal Child Welfare Law. This goal does not restrict IRTS from offering such orientation to other staff as well if it chooses to.
24. The parties will look for reasonable opportunities to invite each other to orientation or training sessions, collaborate on materials, jointly pursue external training, or offer sessions jointly.

Review of Protocol

25. This Protocol will be reviewed by the parties at least every 3 years. Nothing in this Protocol limits the ability of the parties to make amendments whenever they determine, or to engage in dialogue about ways to improve implementation. In particular the Appendices have been created to make updates to them easier for the parties to undertake as needed.

Disagreements

26. If any party has a concern about how a person or party is undertaking the work of this Protocol, or about any decision made or action taken in relation to an Innu child, youth or family, then the staff persons involved should first discuss the concern together and attempt to resolve it between them. Depending on the nature of the concern, staff may need to engage with more senior staff within their own organization in order to try to address the matter.
27. If these efforts do not fully address the concerns, either party may reach out to connect on the level of IRTS management to a CSSD Zone Manager (generally on clinical decisions) or the CSSD Regional Director (generally on operational matters that are not case specific), or other appropriate person as may be needed, for consideration of the issue.

Potential for Innu Law

28. The parties recognize that Innu Nation has provided advance notice to the Province and to the Government of Canada that it is working on an Innu Law in child, youth and family services. The parties anticipate that, at some point, Innu leadership may initiate the negotiation of a Coordination Agreement, and may lead into the implementation of an Innu Law.
29. The parties acknowledge that if an Innu Law comes into effect, with or without a Coordination Agreement having been completed, that law may impact the roles and responsibilities of one or more parties to this Protocol and/or the terms of this Protocol. If an Innu Law comes into effect, and if this Protocol has not been amended to reflect the Innu Law, the parties agree to revisit this Protocol in a timely manner to ensure that it operates consistently with Innu Law. Similarly, should any substantive changes be undertaken to either the CYFA or the Federal Child Welfare Law, the parties agree to review the Protocol and determine whether modifications are needed.

General

30. This Protocol replaces the Working Relationship Agreement dated September 30, 2015, which is no longer in effect on the date this Protocol comes into effect.

31. This Protocol will come into effect one month after the date of the last signature below, and will remain in effect unless terminated. A party may terminate its participation in this Protocol by providing at least 60 days written notice to the other parties.
32. All parties acknowledge that notification, consultation or dispute resolution under this Protocol cannot postpone or delay any timelines that apply to CSSD based on its legislative duties. Further to CSSD's child protection mandate, CSSD may be required to proceed with a course of action pending further discussions, whether or not IRTS, MIFN or SIFN have been able to respond, and whether or not they agree.
33. This Protocol does not alter the duty imposed by the CYFA on all persons to report situations where a child or youth is or may be in need of protective intervention.
34. Appendices E through G (inclusive) of this Protocol form part of the binding terms of this Protocol. Appendices A through D (inclusive) are informational, they are not terms of agreement.
35. This Protocol may only be amended in writing signed by the parties, except that the Appendices may be amended in the manner specified above for each Appendix.
36. Nothing in this Protocol restricts Innu political leadership or Government of Newfoundland & Labrador leadership from engaging on child, youth and family services matters in their roles as leaders, spokespersons, community advocates, or otherwise.
37. No party may assign this Protocol in whole or in part to any third party without the prior written approval of the other parties.
38. The obligations of confidentiality survive the termination or suspension of this Protocol or withdrawal of any party.
39. This Protocol is made without prejudice to the positions taken by any of the parties in any other forum. It is not to be construed as conferring, recognizing, defining, limiting, abrogating or derogating from any aboriginal, treaty, constitutional or other rights, benefits, claims or privileges of SIFN, MIFN or Innu Nation. This Protocol is not a treaty or land claim agreement within the meaning of the *Constitution Act, 1982*.
40. This Protocol does not effect a transfer of jurisdiction, or of program responsibilities, between or amongst the parties. CSSD agrees that wherever possible, it will attempt to develop and interpret its policies and procedures in accordance with the expectations of

this Protocol. However, where this cannot be achieved CSSD staff will apply the CSSD policies and procedures to the affected decision making and/or action.

41. Updates to a party's contact information or representatives may be made upon written notice to the other parties. At this time, the following party information is provided for the purpose of any formal notice of termination or other general purposes:

<p>For CSSD:</p> <p>The Minister of Children, Seniors and Social Development c/o the Assistant Deputy Minister (Service Delivery & Regional Operations) PO Box 8700 St. John's, NL, A1B 4J6 Telephone: (709) 729-3473 Fax: (709) 729-1049</p> <p>With a copy to the Zone Managers for Sheshatshiu and Natuashish</p>	<p>For IRTS:</p> <p>The Executive Director of the Innu Round Table Secretariat 211 Peenamini Drive c/o Sheshatshiu Innu First Nation PO Box 160 Sheshatshiu, NL, A0P 1M0 Telephone: (709) 497-3855 Fax: (709) 497-3881</p> <p>With a copy to the IRTS Prevention Manager</p>
<p>For SIFN:</p> <p>The Chief of Sheshatshiu Innu First Nation Sheshatshiu Innu First Nation PO Box 160 Sheshatshiu, NL, A0P 1M0 Telephone: (709) 897-7131 Fax: (709) 497-8502</p> <p>With a copy to the SIFN Social Health Director</p>	<p>For MIFN:</p> <p>The Chief of Mushuau Innu First Nation Mushuau Innu First Nation PO Box 190 Natuashish, NL, A0P 1A0 Telephone: (709) 478-8827 Fax: (709) 478-8833</p> <p>With a copy to the MIFN Health Commission Director</p>

Definitions

42. In this Protocol:

- a. "Innu Representative" means a representative appointed by SIFN or MIFN, and having the functions of an Indigenous representative within the meaning of the CYFA as well as other duties and responsibilities as may be assigned by their employer, and for greater certainty the employer of the representative need not be SIFN or MIFN (and is currently IRTS);

- b. "CYFA" means the *Children, Youth and Families Act*, SNL 2018, c C-12.3, that was enacted by the Province and came into force on June 28, 2019, replacing the Province's former child protection legislation;
- c. "Federal Child Welfare Law" means *An Act respecting First Nations, Inuit and Métis children, youth and families*, SC 2019, c 24, which was previously known as Bill C-92, and came into force on January 1, 2020;
- d. "including" means "including without limited to" and "includes" has a corresponding meaning; and
- e. Bold font is sometimes used to help identify reference points in the text, and should not be used for interpretation, and for greater certainty, it does not mean that non-bold text is less important.

Signed by the parties as follows:

June 10, 2021
Date

John Abbott
HER MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR the
Minister of Children, Seniors and Social
Development

Jun 10th /21
Date

[Signature]
SHESHATSHIU INNU FIRST NATION:
Chief, having Council approval

June 10th /21
Date

[Signature]
MUSHUAU INNU FIRST NATION:
Chief, having Council approval

Jun 10, 20
Date

[Signature]
INNU ROUND TABLE SECRETARIAT:
A representative, having Board approval

Appendix A – Department of CSSD

The Department of Children, Seniors and Social Development (CSSD) has legislated responsibilities under the Children, Youth and Families Act (CYFA), for the delivery of services that include: Protective Intervention Services, the In Care Program, Placement Resources for Children and Youth in Care and the Youth Services Program. The Act includes a clear purpose statement which is “to promote the safety and well-being of children and youth who are in need of protective intervention by offering, where appropriate and available, services that are designed to maintain, support and preserve the family where it is in the best interests of children and youth”.

The Federal Government has enacted the Act respecting First Nations, Inuit and Metis children, youth and families and the provisions of this legislation require CSSD to implement it throughout Newfoundland and Labrador. The Act affirm[s] the inherent right of self-government, which includes jurisdiction in relation to child and family services, and sets national principles for provinces and territories to follow in provision of services to Indigenous children, youth and families. In accordance with the Act, CSSD social workers are also required to provide notice of significant measures taken in relation to Indigenous children and youth to applicable Indigenous governing bodies. CSSD will continue to collaborate with the Innu First Nations and the Innu Round Table Secretariat, and other Indigenous governments and organizations where and as appropriate, on implementation of this legislation. Social workers, supervisors and zone managers employed by CSSD are responsible for making child protection decisions as required under the CYFA and policy, including urgent decisions. Wherever possible, these decisions will be informed by the involvement of the child or youth, their family, Innu representatives, and others who are involved in the child or youth’s life.

Social workers engage with families directly in the delivery of the full range of child protection services. Social workers report to, and are supported by, program supervisors. At various stages of involvement, social workers are required to consult with their supervisor and seek approval regarding decisions and direction in their work with a child, youth or family. Zone managers are appointed under the Children, Youth and Families Act and have specific authority under the legislation, including the care and custody of children and youth and the responsibility to make decisions with respect to those children.

Interventions provided by CSSD under the CYFA include providing or connecting children, youth and families to a range of services and supports aimed at reducing risk to children and youth so that CSSD involvement is no longer required.

When the safety of a child cannot be maintained or assured in the family home, the children may be cared for temporarily in one of the following arrangements:

- **Kinship Services:** provide support for relatives or significant others who are willing and capable of providing care to a child who is in need of protective intervention and requires an

out-of-home placement. When a child is in a Kinship arrangement custody of the child remains with the parent and does not transfer to a zone manager.

- **Protective Care Agreement:** parents may enter into a written agreement with CSSD that allows them to transfer care and supervision of a child to a zone manager. A PCA does not transfer custody of the child to a manager.
- **In Care Program:** when a child or youth is in care, their care and custody has been transferred to a zone manager through an order from the court. The court makes a legal determination that a child or youth is in need of protective intervention and places the child or youth in the care and custody of a manager on a temporary or permanent basis.

When children and youth are in care, placement with a relative or significant other foster family is the preferred option as it is least intrusive for a child and ensures the child maintains a connection to kin. Where a relative foster home is not available, children may also be placed with regular (non-relative) foster homes. Foster parents are recruited, assessed, approved and supported by social workers in the CSSD.

Children and youth in care may also be placed in other foster care placements such as family-based caregiver homes, residential placements (e.g. Emergency Placement Homes, Group Homes and Individualized Living Arrangements).

- **Youth Services Program:** CSSD is also mandated to assist youth in need of protective intervention during their transition to early adulthood. Youth aged 16 and 17 may be eligible to receive financial and supportive services as well as youth transitioning from the In Care Program at age 18. A youth's involvement in the program may continue until their 21st birthday if they engage in an individualized plan with their social worker. All services under the Youth Services Program are provided through a voluntary Youth Services Agreement signed directly with the youth.

Appendix B – IRT Secretariat: Innu Representatives & Innu Prevention Services

Innu Round Table Secretariat Inc.

The Innu Round Table Secretariat is a corporation established by the Innu to provide joint services and capacity building to Sheshatshiu Innu First Nation and Mushuau Innu First Nation.

SIFN and MIFN have designated the IRTS as their Prevention Services Agency, and have also chosen to deliver Innu Representatives services through the IRTS. More information on these two services follows below.

Beyond the child, youth and family services sector, IRTS is also involved in other areas. It delivers Income Support to both communities, and is also involved in a number of capacity building initiatives in the health sector. IRTS also coordinates regular trilateral meetings between Innu governments, the government of Newfoundland & Labrador, and the government of Canada. This trilateral process is known as the Innu Round Table.

Innu Representatives

Innu Representatives are the voice of the child's Innu community in the child and youth protection system. They have a role in the provincial protection system with respect to Innu children and youth.

More specifically, their main roles are to act as advocates, contacts, connectors, and cultural representatives:

- As *advocates*, they act as the voice of the child or youth's community in protection matters. They speak up and have a say in the child or youth's best interests. The Innu Representatives may take a position in the case, participate in planning and meetings, and advocate with CSSD and with the courts and any other parties. In carrying out this role, the Innu Representatives may exercise rights under the CYFA with respect to Indigenous Representatives, under sections 12 and 13 of the Federal Child Welfare Law, under this Protocol, and under laws of general application. For example, they receive notices & information, discuss matters with CSSD and work to try to resolve cases outside court, and may participate in court.

- As *contacts*, Innu Representatives receive official notices from CSSD. These can be notices to Indigenous Representatives as required by the CYFA, or notices of significant measures to an Indigenous Governing Body as required by the Federal Child Welfare Law. This role does not limit the ability of Innu Prevention Services to receive information as well, in order to coordinate with and give priority to preventative services.
- As *connectors*, Innu Representatives help to link children, youth and families to their circle of care, including to Innu Prevention Services, their extended families, and other resources and services. They help to support, help them navigate the system, and help facilitate an effective flow of relevant information to the relevant people in the best interests of children and youth.
- As *cultural representatives*, Innu Representatives promote the Innu guiding principles about health, healing, children, youth and families. See the section on Guiding Principles in this Protocol, e.g. the three needs of every Innu children, the Innu Care Approach, and the Innu Healing Values. They use these guiding principles to take positions that serve the best interests of Innu children and youth.

Each Innu Representatives has full and valid authority in their assigned cases. There is a Senior Innu Representative within each community that provides guidance within their team, but they are not the only Innu Representative for their community.

Any Innu Representative may delegate functions if they are not available, including court appearances or attendance at a meeting, to any other Innu Representative or other IRTS employee within Innu Prevention Services.

Innu Prevention Services

Innu Prevention Services provide prevention services that are targeted towards the Innu families *involved* in the child and youth protection system, or *at risk of involvement*.

Innu Prevention Services is focused on the goals of reducing risk to Innu children and youth and improving their well-being. More specific objectives include reducing the number of Innu children and youth who are in care, enabling more placements within the Innu communities, and reducing the need for and level of involvement of provincial protection services.

IRTS Innu Prevention Services is staffed by registered social workers, community workers, and other positions.

It is important to note that beyond IRTS Innu Prevention Services, SIFN and MIFN have a wider role in services at the community-wide level, some of which are part of a broader definition of prevention. But unlike IRTS, MIFN and SIFN do not specifically target their services to families involved with child protection or at risk of involvement.

Further information on IRTS teams in Sheshatshiu and Natuashish

Natuashish has a smaller case work team. Growth in 2021 is planned to include a total of up to 3 Innu Representatives, likely 2 Prevention social workers, likely 2 Prevention community workers, plus 1 Prevention case work supervisor. The numbers indicated show plans for 2021. Throughout 2020 the actual staff team was only 3 people total, who divided work amongst themselves as needed. This may be updated as the team grows.

Sheshatshiu is planned in 2021 to have a case work staff of 5 Innu Representatives, 4 Prevention social workers, 4 Prevention community workers, and 1 Prevention case work supervisor. The Sheshatshiu group is organized into the following three teams:

1. Active Court – This team focuses on families with current court involvement.
2. In Community – This team focuses on prevention within the community, placements within the community, and the PIP caseload.
3. Cultural Connection – This team focuses on families with children and youth placed outside the community.

Appendix C – Sheshatshiu Innu First Nation

SIFN Health & Healing Organizational Chart

http://www.irtsec.ca/2016/wp-content/uploads/2017/05/SIFN-Organizational_v12_HL.pdf

SIFN Health and Healing Asset Map – Helping Circle

http://www.irtsec.ca/2016/wp-content/uploads/2017/05/SIFN-Helping-Circle_v13_HL.pdf

Appendix D – Mushuau Innu First Nation

MIFN Health & Healing Organizational Chart

http://www.irtsec.ca/2016/wp-content/uploads/2017/05/MIFN-Organizational_v12_HL.pdf

MIFN Health and Healing Asset Map – Helping Circle

http://www.irtsec.ca/2016/wp-content/uploads/2017/05/MIFN-Helping-Circle_v7_HL.pdf

Appendix E – Security and Confidentiality of Information at IRTS

1. IRTS must treat all personal information and file-specific information received from CSSD as confidential information (in this appendix, “confidential information”). IRTS acknowledges that such information is highly sensitive and that confidential information received from CSSD which relates to the care and protection of children and youth has special protections under s. 90 of the CYFA which the parties must follow.
2. Confidential information may only be used for the specific and legitimate purpose of performing job duties for the safety, health and well-being of the Innu child and youth to whom the information relates. For greater certainty, this includes:
 - a. connecting with the child, youth, and/or family to identify their strengths, goals, needs for support, views, preferences, and to discuss any other matters relevant to the child protection matter and related prevention services;
 - b. internal use within the IRTS team providing services to that child, youth or family (inclusive of the supervision of such services);
 - c. consulting with SIFN/MIFN, as the case may be, regarding the best interests of the child/youth and the position of the First Nation in the matter;
 - d. connecting within IRTS Innu Prevention Services, connecting with other relevant preventative or supportive services including those within IRTS or at SIFN or MIFN among others if relevant, or assisting in the provision of relevant services;
 - e. identifying the circle of care around the child, youth and family, including formal and informal support people;
 - f. connecting with extended family or other people in the community for the purposes of better supporting the child, youth and family;
 - g. connecting with people or placement providers that may provide a placement for the child or youth if that may be necessary;
 - h. consultations with CSSD;
 - i. use of legal counsel; and
 - j. participation in court and in any meetings, circles, case conferences or other decision-making processes about the matter.
3. In using confidential information, IRTS staff must consider *who* needs to know the information, *why* do they need to know it in the child or youth’s best interest, and *what pieces of information* do they need to know. Use and disclosure of confidential information is on a “need to know basis”. For example, when connecting with a service provider, IRTS will consider what information that service provider needs to know, and will not provide further details beyond that.

4. Use or disclosure outside the scope of section 2 above is prohibited, except;
 - a. if appropriate to the circumstances, with the consent of CSSD;
 - b. with the consent of the affected person; or
 - c. if required by law.

5. The parties acknowledge that various legislation may provide particular privacy, confidentiality and access to information requirements that could apply to confidential information within the scope of this agreement, such as the CYFA, the Adoption Act, 2013, the *Youth Criminal Justice Act* (Canada), and the Federal Child Welfare Law. Without limitation, the parties acknowledge that publishing or making public identifying information is prohibited under s. 55 of the CYFA.

6. IRTS must take precautions against the risk of inadvertent disclosures or loss of confidential information, including:
 - a. ensuring verbal discussions take place in a private environment;
 - b. ensuring electronic confidential information is appropriately stored and password protected;
 - c. ensuring that devices used to access electronic confidential information are password protected;
 - d. ensuring paper documents with confidential information are appropriately stored in a locked cabinet or locked office;
 - e. ensuring that all access to confidential information is limited to appropriate personnel;
 - f. ensuring all personnel with access to confidential information sign oaths of confidentiality and are informed of their confidentiality obligations.

Appendix F – Day to Day Case Work with Families

Scope

1. As confirmed in s. 19 of the Protocol, this Appendix is intended to address the interaction of IRTS and CSSD in their daily clinical/client work with Innu children, youth and their families. It is not limited to those matters which are involved with the courts. This would include protection intervention program caseloads, kinship placements, in care, youth services, IRTS prevention and other caseloads.

Notification for Referrals and Incidents

2. Call for all Referrals:
 - a. If CSSD receives a child protection report or youth services referral (either of which may be termed a “referral” in this Appendix), it will call IRTS before a CSSD worker goes out to respond to the call. This contact will be made as follows:
 - i. For Sheshatshiu: During regular office hours of the IRTS, calling the main office, and after hours, calling the designated on-call phone. Please note that these numbers are indicated on CSSD’s intranet system.
 - ii. For Natuashish: Calling or otherwise attempting to reach an Innu Representative or Innu Prevention Services worker.
 - iii. If the matter arises outside of Sheshatshiu or Natuashish, or if CSSD is not sure who to call, the call should be made as if for Sheshatshiu.
 - b. The requirement to call in advance of going out to respond to the referral will have different implications for same day referrals, 7-day referrals, and youth services referrals:
 - i. A referral with a same day response time should be called in to IRTS as soon as possible, at any time of day or night, whether it is a weekday, weekend or holiday.
 - ii. A referral with a 7-day response time should be called in to IRTS during regular working hours, i.e. non-holidays Monday to Friday, 8:30am – 4:30pm.
 - iii. A youth services referral has a 14-day timeframe to offer intake services to the youth, so these referrals will typically be called in to IRTS during regular working hours, i.e. non-holidays Monday to Friday, 8:30am – 4:30pm, unless urgent.

- iv. If the referral is screened out at a very early stage such that CSSD does not need to respond to the call in person, CSSD should still call IRTS during regular working hours, i.e. non-holidays Monday to Friday, 8:30am – 4:30pm.
 - c. After the phone call, CSSD should then follow up with an email about the referral, within a reasonable time. The email should be sent to:
 - i. For Sheshatshiu: InnuRepSSS@irtsec.ca
 - ii. For Natuashish: InnuRepNat@irtsec.ca
 - iii. If the matter arises outside of Sheshatshiu or Natuashish, or if CSSD is not sure what email to use, use the Sheshatshiu email.
3. In addition to the regular case planning process for children and youth in care, if any of the following applies to an Innu child or youth in care, CSSD will notify IRTS on the same basis as though it were a referral, using the process outlined above in #2 of this Appendix:
 - a. the child or youth is a Missing Child/Youth as defined in CSSD's Protection and In Care Policy & Procedure Manual, or is abducted, or runs away;
 - b. the child or youth experiences a Critical Incident as defined in CSSD's Protection and In Care Policy & Procedure Manual (Critical Incident: An incident of extraordinary or life-threatening nature that directly impacts the safety and well-being of a child or youth, such as violence, assault (including, at least for purposes of this Protocol, any sexual assault), injury and other serious criminal matters. A critical incident includes significant threats of self-injury, self-harm, or suicidal ideation requiring hospitalization beyond the initial assessment and treatment. A critical incident may also constitute a critical injury.);
 - c. the child or youth suffers a Critical Injury or Death as defined in CSSD's Critical Injury and Death Protocol; (Critical Injury: Critical injuries are primarily those that are beyond the scope of daily practice and life experiences of children/youth involved with CSSD. These events or circumstances are very serious in nature and have either caused or may cause serious physical or psychological injury.) or
 - d. the child or youth experienced a death of a significant other (e.g. siblings, parent, grandparent, other), and IRTS will make an effort to notify CSSD of those matters as well.

4. Where CSSD staff believe that an Innu child or youth in care is experiencing heightened distress, or events are occurring that CSSD believes have the potential to heighten the child or youth's distress, CSSD staff shall reach out to the appropriate IRTS staff at the earliest opportunity. This contact may occur formally or informally, through ongoing case planning or otherwise, depending on the nature of the concern and supports sought. IRTS staff will work with CSSD staff to help identify any services and supports that can be offered to support the child or youth.
5. If a foster home or other placement in which an Innu child or youth in care is residing becomes subject to investigation, CSSD will notify IRTS on the same basis as though it were a referral, using the process outlined in #2 of this Appendix, above.
6. The parties acknowledge the importance of investigations and interviews mandated by the CYFA and CSSD policies. These interviews must be undertaken by CSSD staff and occur in a manner that is established in CSSD policies. IRTS staff will generally be present during interviews and related meetings with families, unless a particular interview needs to be done without others present. In those instances, CSSD staff will identify the need for such privacy and IRTS staff must not interfere with the investigation or interview. CSSD and IRTS staff will identify circumstances where interpretation is needed in the course of its interviews and meetings with Innu children, youth and families, and CSSD agrees to make best efforts to facilitate the interpretation services.

Updates on Ongoing Cases

7. The parties will update each other on ongoing cases as follows:
 - a. What kinds of updates:
 - i. The parties will keep each other updated with respect to relevant case developments.
 - ii. At a minimum, CSSD will reach out at the Minimum Discussion Points below (see #11 of this Appendix).
 - b. Who to update:
 - i. IRTS and CSSD will make an effort to keep each other updated about who within their organizations is assigned to various cases on an ongoing basis.
 - ii. CSSD outreach with respect to ongoing cases should, when possible, be made by the social worker directly contacting one of the people at IRTS specifically assigned to that case.

- iii. If CSSD is not sure who to contact, or has not gotten a response, in Sheshatshiu CSSD may call the IRTS Sheshatshiu main office phone number for this purpose.
- c. When:
 - i. Calls regarding ongoing cases should be made during regular working hours, i.e. non-holidays Monday to Friday, 8:30am – 4:30pm; unless something urgent has arisen, in which case the call should be made at any time.

Invitation to Meetings

8. CSSD will invite the assigned Innu Representative to all case planning meetings and meetings with families wherever possible. If CSSD has determined that the Innu Representative will not be invited, CSSD staff will notify the Innu Representative of the meeting, the reasons why they were not invited and provide an overview of what transpired at the meeting, unless prohibited from doing so by law.
9. The Innu Representative or other Innu Prevention Services staff will be invited to participate in case planning for children and youth in care as members of the In Care Planning team. This team, initiated by the CSSD social worker, is involved in developing plans for children and youth in care, identifying and providing supports and services, and monitoring goals and outcomes for the child or youth through the In Care Progress Report and the Cultural Connection Plan.
10. With respect to any meeting, including those referenced in #8 and #9 of this Protocol above, the Innu Representative may wish to bring others from IRTS or a health/social health services staff from the applicable First Nation with them. In those cases, the additional attendees will, when possible, be indicated to CSSD in advance of the meeting so appropriate arrangements for the meeting can occur. Should the Innu Representative wish to send another person in their office in their place, they will also advise CSSD in advance when possible. CSSD likewise will, when possible, indicate to the Innu Representative of any persons from CSSD who will be in attendance at any meetings, including their intention to bring service providers or other professionals to the meeting.

Minimum Discussion Points

11. During any Innu child or youth protection matter, CSSD will provide Innu Representatives with updates on new information, and will seek meaningful input from Innu Representatives on all decisions affecting Innu children and youth. In order to facilitate the best engagement between the parties, CSSD agrees to provide advance notice of its intention to make decisions, other than those that arise in urgent or emergency circumstances or where a decision must be made immediately. This will allow the parties to co-ordinate necessary information sharing about the matter, exchange knowledge and perspectives, and gather additional information to inform discussion about the decision and the best interests of the Innu children/youth. This will start with CSSD contacting Innu Representatives on the matter well in advance, except in emergencies when contact will be made as soon as possible. CSSD will discuss the matter and will listen to Innu perspectives with an open mind.
12. For greater certainty, the parties agree that there are certain minimal situations that warrant such discussion, which we are calling Minimum Discussion Points:
 - a. the creation, renewal, ending or updating of Safety Plans, Service Plans, Family Centered Action Plans or any other documents outlining what a family is supposed to do to stay together with their children and youth or to have their children and youth returned to their care;
 - b. case planning, including whether the circumstances require a child or youth to come into care, what court applications or agreements may need to be made to address the risk assessed by CSSD, and how to reduce that risk;
 - c. In Care planning, including where to place a child or youth in care, and any changes in placement, as well as planning for transitions from care;
 - d. the Plan for the Child (or youth) in care within the meaning of s. 29 of the CYFA;
 - e. the Cultural Connection Plan for a child or youth in care, within the meaning of s. 29(3)(e)(iv) of the CYFA, divided as follows:
 - i. If the child or youth is placed *outside* the Innu communities, CSSD will collaboratively plan the content of the Cultural Connection Plan with Innu Representatives;
 - ii. If the child or youth is placed *within* the Innu communities, CSSD will use any standard materials or processes that Innu Representatives have approved for that purpose; and

- f. potential adoptions or transfers of custody to a third party, always to be discussed in advance of CSSD providing its consent related to these processes.
13. The parties acknowledge that, despite the efforts described above, agreement will not be possible in every single case. If agreement is not reached:
- a. the parties acknowledge that CSSD's decision will be implemented to the extent of its legislative role under the CYFA, pending court determination if applicable or later agreement;
 - b. where there was no opportunity for discussion prior to a decision, the parties agree to convene and discuss the matter including the possible alternative case plans or decisions; and
 - c. the parties agree to continue to discuss the matter through future case planning as long as the issue(s) continue to be relevant.

Innu Representatives' Ability to Participate in Court

14. IRTS will keep the CSSD Minister updated about who its current Innu Representatives are, in accordance with the CYFA regulations. CSSD will keep the courts updated about these lists.
15. Further to s. 13(b) of the Federal Child Welfare Law, and after January 1, 2020, Innu Representatives have the right to make representations in a proceeding under the CYFA involving an Innu child or youth. While s. 54(b) of the CYFA says that an Indigenous representative may "apply to be heard", no application to court for this purpose is necessary, as the right is automatic by law due to s. 13 of the Federal Child Welfare Law.
16. CSSD and IRTS staff will work together with any parties to the CYFA matter and the courts to help ensure that Innu Representatives can participate effectively, e.g. to be heard properly, to be able to present information to the court in support of their views, or to be able to bring forward an alternative plan. Any attempt by the parties to facilitate the Innu Representatives' participation in such ways does not detract from their ability to apply directly to the court to be added as a party to a CYFA court matter.

17. If an Innu Representative applies to the court for party status in a proceeding, pursuant to the Provincial Court Family Rules, 2007, NLR 28/07 or the Rules of the Supreme Court, 1986, SNL 1986, c 42, Sch. D, as applicable and as updated or replaced from time to time, the court will decide the application. CSSD will generally not take a position on the application, but for greater certainty may reflect to the court the view of unrepresented parents who are CSSD clients. CSSD will ensure that Innu Representatives are aware of any concerns held by CSSD as soon as possible, so the parties can discuss the matter.

Innu Access to Innu Children and Youth

18. CSSD will work with Innu Representatives and Innu Prevention Services to aim to ensure that appropriate staff from IRTS and if appropriate from the child or youth's First Nation have pre-approved access to Innu children and youth in care through inclusion in the In Care Plan for that child or youth.
19. If an IRTS, MIFN or SIFN staff or representative wishes to have access to an Innu child or youth in care who is not specified in the In Care Plan, access may be requested to CSSD and CSSD will not unreasonably withhold its consent.

PARTICULAR CIRCUMSTANCES:

Prior to a Birth

20. The parties acknowledge that priority for prevention services applies to prenatal services as per s. 14(2) of the Federal Child Welfare Law, but that generally speaking CSSD does not have the mandate to respond to a potential child protection matter before a child is born.
21. If CSSD receives information or a referral that relates to concerns about a pregnancy:
- a. CSSD will ask the mother's consent to make a referral to Innu Prevention Services. If the mother does not consent to a referral to Innu Prevention Services, CSSD will seek consent to refer to another Innu service provider such as SIFN/MIFN health or SIFN social health.

- b. CSSD is legally required to retain such information, but it will ensure that improper use and disclosure of the information is avoided. Careful management of this information is important, for instance to protect privacy at a sensitive time for the mother, and to avoid opening a protection file if that is not appropriate.
22. If Innu Prevention Services is contacted about a mother in need of support, whether the contact is from CSSD or from another person or service provider:
- a. IRTS will reach out to the mother, and offer voluntary supports and services, or will ensure that an appropriate MIFN or SIFN health/social staff does so.
 - b. IRTS will ask the mother's consent to share information with CSSD to inform them of plans in place and aim to ensure a smooth process without unnecessary or unanticipated interventions in the family after the birth.
23. If Innu Prevention Services, with a mother's consent, approaches CSSD about a pregnancy with the aim of trying to avoid a potential removal after the birth, CSSD and Innu Prevention Services will engage on the matter with each other. The parties agree to try to reach consensus on a plan that would be in the best interests of the child and would be consistent with CSSD's protection mandate after the child is born.

Keeping Families Together

24. The parties acknowledge the importance of keeping families together to the greatest extent possible, and that both parties have obligations towards that joint objective further to, among other things, sections 8, 20 and 21 of the CYFA, and sections 14, 15, and 15.1 of the Federal Child Welfare Law.
25. Further to this priority of keeping families together to the greatest extent possible, the parties commit to the following minimum measures:
- a. **Early & Ongoing Discussion with Priority to Prevention:** The parties will discuss what services and supports could be offered to a family to help that family stay together and help the well-being of the family and its children or youth, and the parties will work together and with the family to try to provide or arrange for those services and supports.

- b. **Access to Services to support a child or youth:** The parties acknowledge that there has been a historic over-reliance on child protection services to access services for Indigenous children and youth, including Innu children and youth, in part due to the lack of local services and lack of means to access services. This agreement does not place blame on anyone. Rather, this historic over-reliance is acknowledged here to recognize that turning around this trend will take work from all parties, to do things differently.³ For example, health care and treatment, including mental health care and treatment, addictions services, special needs supports, or specialized education services are examples of some services that have sometimes brought First Nations children or youth into care, even if the child or youth has a loving, well-functioning family of origin.

The parties agree to the principle that Innu children and youth should not have to go into care to access the services they need, if their parent or kin care provider is supportive of their access to such services. The parties will work together to try to secure appropriate services for Innu children and youth without resorting to the child protection system where it is not necessary. The parties agree to follow this approach:

- i. The parties confirm that help-seeking from a parent or kin care provider is, generally speaking, a positive and protective behaviour. Asking for help with one's child or youth is not assumed to mean the parent or kin care provider is unable or unwilling to parent.
- ii. The parties acknowledge the availability of new supports that can assist in this effort, including Innu Prevention Services, Jordan's Principle, and continued growth in the services available locally through SIFN and MIFN and other providers.
- iii. The parties will coordinate to make information more available in the Innu communities about how to access services to help a child or youth as an alternative to approaching CSSD.
- iv. If CSSD is approached by a parent or kin care provider seeking help for their child or youth, CSSD will assess the willingness of the parent or kin care provider to provide or support the assistance sought and will enlist the support

³ Decisions of the CHRT may be consulted for reference, such as *First Nations Child & Family Caring Society of Canada et al. v. Attorney General of Canada (Minister of Indigenous and Northern Affairs Canada)*, [2016 CHRT 2](#), and related decisions such as [2017 CHRT 14 \(Jordan's Principle\)](#), [2018 CHRT 4 \(prevention and avoiding unnecessary removals from community\)](#), and [2019 CHRT 39 \(compensation\)](#).

of Innu Prevention Services and/or the Innu Representatives to explore access to services and to help the family.

- v. The parties will work with each other, the family, and other service providers, to find ways to support the parents or kin care provider, and to meet the child or youth's need for services.
 - vi. Only where efforts to obtain appropriate services for an Innu child or youth with the involvement of their parent or kin care provider have been unsuccessful or exhausted, and the Innu child or youth meets the criteria for a child in need of protective intervention, will CSSD take more intrusive measures, including bringing the child or youth into care.
- c. **Socio-Economic Conditions:** The parties are committed to avoiding having Innu children and youth come into care for socio-economic reasons, such as lack of adequate housing, poverty, lack of adequate infrastructure, or the health condition or his or her parent or care provider as per s. 15 of the Federal Child Welfare Law.
- i. If socio-economic conditions are contributing to protection concerns regarding an Innu child or youth, the parties will discuss the matter and consider how to assist the family to address or reduce the concern.
 - ii. With the family's consent, assistance may be provided to the family, such as through Innu Prevention Services, SIFN, MIFN, and/or other service providers.
 - iii. CSSD recognizes the new limitation on removal of a child or youth in such circumstances further to s. 15 of the Federal Child Welfare Law.

If a Child or Youth Comes Into Care

26. If an Innu child or youth comes into care, the parties will prioritize, to the greatest extent possible as per s. 16 of the Federal Child Welfare Law and s. 65 of the CYFA, the importance of keeping Innu children and youth within their families, communities, culture and language, and the importance of keeping siblings together. In particular, this must occur:

- a. when the parties engage in In Care planning or other case planning etc,
- b. when CSSD is determining a placement, and
- c. when making any submissions to court about placement.

27. Continuity with the child or youth's community of residence, education, and relationships must also be fully considered and prioritized to the greatest extent possible. Continuity has high value for the child or youth's stability and well-being. Every effort will be made to minimize disruption for the child or youth.
28. As indicated above in the list of Minimum Discussion Points (#12 of this appendix), CSSD will collaborate with Innu Representatives on Plan for the Child and the Cultural Connection Plan.
29. Regarding Cultural Connection Plans, as specified above, Innu Representatives have chosen to limit spending their time spent on Cultural Connection Plans for children placed within their Innu community, and focus on those for placements outside of the Innu communities. Innu Representatives will provide general guidance or standard material for CSSD's completion of Cultural Connection Plans for Innu children and youth who are placed within Innu communities. CSSD may advise the courts or any other parties as required when such general guidance or standard material is used and may confirm that it was developed by Innu Representatives for this purpose. CSSD will advise Innu Representatives on any proposed changes to CSSD templates, forms or policies on Cultural Connection Plans and seek their feedback in advance.
30. CSSD must ensure the child or youth's attachment and emotional ties to each member of his or her family are promoted while in care, as per s. 17 of the Federal Child Welfare Law. This could include, for instance, facilitating visits and access for family members (including but not limited to parents); encouraging contact and communication; and arranging for trips home if the child or youth is not living in their home community.
31. Consistent with section 16(3) of the Federal Child Welfare Law, CSSD will conduct ongoing re-assessments of placements in care and the possibility of re-uniting the child or youth with his or her family of origin. CSSD will meaningfully discuss the matter with Innu Representatives during re-assessments and try to reach agreement. Because of the challenge of overcoming a high volume of cases at this time, the parties are not setting out specific timelines for such re-assessment in this Protocol, other than in the Out of Community Reviews set out as a joint initiative in Appendix G. The parties may revisit the need to agree on specific timelines when this Protocol is reviewed. The lack of standardized timelines does not diminish the need for ongoing re-assessments, which should occur as needed and whenever appropriate to the case.

Transitions from Care

32. As indicated above, a transition from care is a Minimum Consultation Point.
Consultation on any transition from care must be started far enough in advance for Innu Representatives, Innu Prevention Services and other Innu service providers to be involved if they wish and are able to, and to help CSSD, the child or youth, and the family, plan properly for this transition.

33. The parties note that a joint initiative on Transfers of Permanent Custody is set out below in Appendix G.

Appendix G – Periodic Meetings, Reports and Joint Initiatives

MEETINGS:

Weekly Meetings

1. Weekly meetings have in the past been called “notification meetings”. Under this Protocol, notifications will be generally occurring daily at the front line staff-to-staff level according to Appendix F (Day to Day Case Work). The weekly meetings will continue in each community at least once per week. The purposes of the weekly meetings include:
 - a. acting as a back-up system on notifications, referrals and key case developments, to ensure communications have not been missed and information is circulating accurately and appropriately;
 - b. affording an opportunity for front line staff to engage regarding new notifications, sharing further information about the family and the risk assessed;
 - c. discussing issues that clients face, determine what services will be offered by IRTS, CSSD or others in relation to those issues and generally facilitate case work; and
 - d. identifying operational issues that cannot be addressed between front line staff that impact case work with families.
2. The Zone Manager and Senior Innu Representative generally do not attend weekly meetings, but will be aware of the schedule of these meetings. At least one CSSD Supervisor should attend. Where IRTS or CSSD front line staff believe an issue will be discussed at a weekly meeting that requires the attendance of Zone Managers, Senior Innu Representatives or others, they will make that request to the other party. Senior staff of IRTS and CSSD will determine whether the concerns should be addressed in a weekly meeting, a case conference scheduled between the parties for that purpose, or through monthly meetings.
3. Weekly meetings are meant to create a regularly scheduled point of contact, particularly for new cases. They do not replace ongoing case planning sessions, or case conferences which will be devoted to the discussion and planning of individual cases.

Transfers of Permanent Custody

4. IRTS and CSSD commit to working together to identify families who would be appropriate for Transfers of Permanent Custody (see s. 43 of the CYFA and related CSSD policies) in order to create permanency plans for Innu children and youth that transition them out of care. CSSD will begin by providing information about potential candidate families for IRTS staff to review, prioritizing Innu foster families. The details around this process will be discussed at monthly meetings, and then case specific discussions can occur between the appropriate CSSD and IRTS staff.

Out of Community Reviews

5. IRTS and CSSD commit to working together to jointly review the cases of Innu children and youth placed outside the Innu communities, to try to identify ways for more of them to return to an Innu community. Either IRTS staff or CSSD staff can initiate a review. This will include CSSD sharing information about relevant out of community placements for consideration by IRTS staff, and case discussions by appropriate CSSD and IRTS staff in a process to be agreed upon by officials at monthly meetings.

Monthly Meetings

6. Monthly meetings will be held to address joint initiatives and more systemic issues at an operational and policy level.
7. Attendance expected at these meetings will depend on what is on the agenda. At the end of each meeting, the parties will discuss the agenda for the next meeting to help determine who needs to be there. It is expected that a policy discussion will have the attendance of at least one CSSD Provincial Director. If a party intends to bring their lawyer, they will notify the other party.
8. Monthly meetings will be **on the second Thursday of each month at 9am Atlantic time**, unless the parties agree to a change.
9. The parties commit to discussing and working on the following types of topics at the monthly meetings:

a. **Policy Reviews**

These meetings afford an opportunity to discuss IRTS or CSSD policies that relate to the work of this Protocol and any concerns related to them. While both parties acknowledge that they each have policies independently of one another, they agree to discuss concerns brought forward about each other's policies, and any impact those policies may have on the work being undertaken under this Protocol, or in relation to Innu children and youth generally.

b. **Orientation and training**

The parties will work together to help implement the provisions of this Protocol on orientation and training. For instance, they may wish to book sessions together, provide updates on new staff, etc.

The parties can also use these meetings to discuss additional orientation and training opportunities beyond those required in this Protocol.

c. **Supporting the work on Transfers of Permanent Custody**

The work on these transfers will occur mainly between front line staff, but monthly meetings will be used to discuss how the process will occur, monitor progress and engage on any policy or other considerations that may be impacting that work.

The goal is to conduct this process with 1 cohort of families in 2021 and once complete, the parties will discuss whether to proceed in the same or another fashion in future years to ensure that consideration of transfers of custody occur as needed.

d. **Supporting the Out of Community Reviews:**

Full discussion of case details will likely require separate meetings, but the process will be initiated and supported by the monthly meetings. This process will consider how engagement with families and placement providers other than the parties will occur and be documented. It is the goal of these reviews to (i) create and implement individual plans for Innu children and youth, and (b) to generate a written non-identifying report which can be shared with Innu leadership and others in regard to this work, that may have further recommendations.

It is anticipated that the Out of Community Reviews will be undertaken twice in 2021. After that is complete, the parties will discuss how to proceed in future years, e.g. continue twice per year, or use an ongoing process, for example.

REPORTS:

Monthly reports

10. The CSSD Zone Managers will provide the IRTS Manager with monthly reports for each Innu Zone, with the following information:
 - a. List of Innu children and youth in care or custody, including at a minimum: the name, date of birth, parents, location of the placement, type of placement, legal status of the child, time in care, and worker assigned;
 - b. List of Innu children and youth removed and those returned home in the preceding month, including ages, dates of the events, and where to/from;
 - c. List of referrals in the preceding month, including at a minimum: the date, reason indicated for the referral, whether it was a same day or 7-day or 14-day referral, and whether the referral was screened in or out;
 - d. An update on foster home investigations that affect Innu children and youth.

11. This information may be provided in aggregate or as separate items, depending on availability. Where possible, this information will be provided before or at monthly meetings.

Quarterly report

12. CSSD will provide quarterly lists to the IRTS Manager of the categories listed in #10 above for any Innu children and youth **outside the Innu Zones**.

Annual reports

13. Each year, CSSD will provide to the IRTS Manager a detailed list of the Innu children and youth in the **Protective Intervention Program**. It will be broken down by SIFN and MIFN membership to the extent known or estimated, and will include children and youth whether or not they are inside or outside the Innu Zones. It will show at a minimum: the name, date of birth, parents, length of PIP involvement, CSSD zone and worker assigned, whether the child/youth is living at home or in a kinship or other type of arrangement, and information on kinship placements including their duration and who they are with.
 14. Each year by October 31st, CSSD will provide to the IRTS Manager a **statistical report** that does not contain personal information, as follows:
 - a. Number of Innu children and youth in care or custody:
 - i. As of September 30th of that year;
 - ii. And, the total number who experienced care or custody during the previous fiscal year.
 - b. Among (a), those who were placed in their home community, in the other Innu community, and outside either Innu community in Labrador, on the island of Newfoundland, and out of Province.
 - c. Number of Innu children and youth in the PIP program, showing those living at home and those in kinship or other out-of-home voluntary arrangements.
 - d. The number of referrals, and a breakdown by reasons for referral, and the screening of referrals in or out.
 15. When this Protocol comes into effect, CSSD will do its best to provide annual statistical reports as described in #14 of this appendix above for as many previous years as possible. If full information is not available, particularly for years prior to 2018 in which the current database system was introduced, CSSD should do its best to provide partial information.
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2023-2024
FUNDING AGREEMENT
FOR PROVINCIAL AND TERRITORIAL GOVERNMENTS

FUNDING AGREEMENT FOR PROVINCIAL AND TERRITORIAL GOVERNMENTS

BETWEEN:

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

(hereinafter referred to as "Canada")

AND

HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Children, Seniors and Social Development, and the Minister for Intergovernmental Affairs.

(hereinafter referred to as the Province)

WHEREAS:

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

NOW THEREFORE the parties agree as follows:

1.0 INTERPRETATION

1.1 Definitions

1.1.1 In this Agreement, unless otherwise provided:

"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 Funding Agreement for Provincial and Territorial Governments and includes all Schedules and any amendments to this Agreement.

"Block Funding" means that portion of the Funding, if any, set out in Schedule - 1 under the heading "Block Funding".

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

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

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

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

"Fixed Funding" means that portion of the Funding, if any, set out in Schedule - 1 under the heading "Fixed Funding".

"Flexible Funding" means that portion of the Funding, if any, set out in Schedule - 1 under the heading "Flexible Funding".

"Funding" means the amounts payable or paid by Canada to the Province under this Agreement, consisting of all Set Funding, Fixed Funding, Flexible Funding, Block Funding and Grant Funding.

"Grant Funding" means that portion of the Funding, if any, set out in Schedule - 1 under the heading

"Grant Funding" and that is subject to Canada's pre-established eligibility requirements.

"Health Activities" means the Activities set out in Schedule - 1 that are related to health.

"ISC" means the Department of Indigenous Services.

"Mandatory Activities" means the following Activities for the purposes of Flexible Funding:

- (i) "Communicable Disease Control", "Environmental Public Health", and/or "Treatment Services" as identified in Schedule - 1.

and means the following Activities for the purposes of Block Funding:

- (i) "Communicable Disease Control", "Environmental Public Health", and/or "Treatment Services" as identified in Schedule - 1.

"Notice of Budget Adjustment" means a notice, issued by Canada, to the Province that amends this Agreement to adjust the Funding and/or periodic advance in accordance with section 3.3.

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

"Schedule" means any schedule to this Agreement.

"Set Funding" means that portion of the Funding, if any, set out in Schedule - 1 under the heading "Set Funding".

1.2 Multiple Funding Departments

- 1.2.1 Except where otherwise indicated or prohibited by law, where more than one Federal Department provides Funding, 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, 2023 until the 31st day of March, 2024.

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 in accordance with Schedule - 2 up to the amount set out in Schedule - 1.
- 3.1.2 Canada shall transfer Funding according to the schedule of periodic payments set out in Schedule - 1. With respect to non-Health Activities, if this Agreement covers more than one Fiscal Year, Schedule - 1 will set out a schedule of periodic payments for the first Fiscal Year and Canada shall by notice, before each subsequent Fiscal Year, provide a revised schedule of periodic payments for that Fiscal Year.
- 3.1.3 If Funding is provided by more than one Federal Department, ISC may transfer the Funding on behalf of other Federal Departments.

3.2 Funding Subject to Appropriations and Departmental Funding Authorities

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

3.3 Notice of Budget Adjustment (NOBA)

- 3.3.1 Canada may, by NOBA, amend Schedule 1 in order to adjust the Funding and/or periodic payments for one or more Fiscal Years.
- 3.3.2 A NOBA will be signed by Canada, set out the details of the Funding changes and contain an amended Schedule 1 for this Agreement.
- 3.3.3 A NOBA may not:
- (a) reduce overall Funding except according to an adjustment factor or formula set out in section 3.4 or Schedule 3; or
 - (b) modify the terms and conditions of this Agreement, except as provided for in subsection 3.3.1.

3.4 Formula-based or Factor-based Funding Adjustments

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

3.5 Holdback

- 3.5.1 If Schedule - 1 shows a "Holdback" amount for any program, service or activity for which Funding is provided, Canada will not release that amount until the requirements of this section are met.
- 3.5.2 Subject to article 5.0 (Amounts Owing to Canada), for each program, service or activity for which an amount is held back under subsection 3.5.1, 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 THE 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 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, and shall retain these accounts and records, including all original supporting documentation, for a period of seven (7) years from the end of the latest Fiscal Year to which the accounts and records relate.
- 4.2.2 The accounts and records referred to in subsection 4.2.1 must be maintained in such a way as to substantiate the schedules of revenue and expenses to be provided to Canada in accordance with the *Reporting Guide*.
- 4.2.3 The Province shall comply with any additional requirements to maintain accounts and records set out in any Schedule.

4.3 Reporting

- 4.3.1 The Province shall prepare Financial Reports in accordance with the *Reporting Guide* for each Fiscal Year and shall deliver those Financial Reports to Canada, and to any other Federal Department that requests them, within one hundred and twenty (120) days of the end of each Fiscal Year.
- 4.3.2 The Province shall submit to Canada all reports listed in Schedule - 4, on or before the due dates set out in that Schedule, according to the requirements for each report as set out in the *Reporting Guide* and in Schedule - 3, as applicable.
- 4.3.3 If this Agreement covers more than one Fiscal Year, Canada may, by advance notice to the Province issue a new Schedule - 4 for each Fiscal Year. The Schedule - 4 for a Fiscal Year will continue to apply to that Fiscal Year.
- 4.3.4 Canada may, by notice to the Province, extend the deadline for the receipt of any report to be

submitted to Canada under this section if the Province provides notice before the applicable due dates of circumstances beyond the Province's control preventing the Province from meeting the deadlines.

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

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

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

4.4 Ineligible Expenditures and Unexpended Funding

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

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

4.5 Additional Responsibilities

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

5.0 AMOUNTS OWING TO CANADA

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

5.2 The Province shall promptly notify Canada of any amount owing to His Majesty the King 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, 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 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, 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, 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; and
 - (f) where independent auditors are engaged under section 4.3 (Reporting), give consent to those independent auditors to allow access by Canada's auditors to working papers that support the opinion or disclaimer of opinion, as applicable, on Financial Reports.

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 Minister of Children, Seniors and Social Development, and the Minister for Intergovernmental Affairs.

9.0 REMEDIES ON DEFAULT

9.1 Parties Will Meet

- 9.1.1 Without limiting any remedy or other action Canada may take under this Agreement, in the event

the Province is in default, the parties will communicate or meet to review the situation.

9.2 Action Canada May Take

9.2.1 In the event the Province is in default under this Agreement, Canada may take one or more of the following actions as may reasonably be necessary, having regard to the nature and extent of the default:

- (a) withhold any funds otherwise payable under this Agreement;
- (b) require the Province to take any other reasonable action necessary to remedy the default;
- (c) take such other reasonable action as Canada deems necessary, including any remedies which may be set out in any Schedule; or
- (d) terminate this Agreement.

9.3 Where Reporting Requirements Are 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; 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.

11.2 When Parties Terminate

11.2.1 In the event of the termination of this Agreement:

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

12.0 GENERAL

12.1 Schedules

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

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

SCHEDULE - 2: Funding (Set, Fixed, Flexible, Block and Grant)

SCHEDULE - 3: Funding: Delivery Requirements and Funding Adjustment Factors

SCHEDULE - 4: Schedule of Reporting Requirements and Due Dates

SCHEDULE - 5: Intentionally Omitted

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 (Notice of Budget Adjustment (NOBA)), 3.4 (Formula-based or Factor-based Funding Adjustment), subsection 4.3.4 (Reporting), section 3.2 (Adjustment of Amounts Allocated by Period) of Schedule - 2, and section 3.3 (Where Amounts are Not Allocated by Period) of Schedule - 2, a written amending agreement signed by both parties is required to amend this Agreement.

12.4 Effect on Relationship of Parties

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

12.5 Audit and Evaluation

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

12.6 Headings

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

12.7 Waiver

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

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

12.8 Conflict of Interest Provisions Regarding Federal Officials

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

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

12.9 Public Disclosure

12.9.1 Without limiting any right, obligation or capacity of Canada to disclose information, Canada may publicly disclose: the name and address of the Province; the amount of Funding; the nature of any programs, services and activities for which Funding is provided; and reports on evaluation, audits and other reviews related to the 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, His officers, His Ministers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Province or any Agency, any breach of this Agreement by the Province and performance or non-performance (in whole or in part) of the Province's obligations under this Agreement, and any claims, liabilities and demands that may arise from the Province or any Agency entering into any loan, capital lease or other long term obligation and such indemnification will survive the expiry or termination of this Agreement.

14.0 NOTICES

14.1 Where any notice, request or other communication is required to be given or made by either party to the other party under this Agreement, it must be in writing addressed to the party for whom it is intended at the applicable address noted in section 14.4 and may be given or made by either party by their duly authorized representatives.

14.2 The notice referred to in section 14.1 will be effective by using any one of the following methods, and deemed to have been given as at the date specified for each method:

- (a) by personal delivery, on the date upon which the notice is delivered;

- (b) by registered mail or courier, on the date upon which receipt of the notice is acknowledged by the other party;
- (c) by facsimile or electronic mail, on the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed.

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

14.4 Notices will be sent to:

(a) ISC at
PO Box 160
40 Havelock Street
Amherst, NS B4H 3Z3
Attention: Director, Community Governance Transfer Payments & Partnerships

(b) the Province at
PO Box 8700
St. John's, NFLD A 1B 4J6
Attention: Assistant Deputy Minister for Intergovernmental Affairs and Assistant Deputy Minister,
Children, Seniors and Social Development

This Agreement has been executed by Canada and the Province 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

by: cole, geoffrey Digitally signed by cole, geoffrey
Date: 2024.02.15 15:24:15 -04'00'

Name: Geoff Cole

Title: Regional Director General

Department of Indigenous Services Date:

HIS MAJESTY THE KING IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

by: Paul A. Pike

Name: Honourable Paul A. Pike

Title: Minister of Children, Seniors and Social
Development

Date: January 8, 2024

by: Andrew Furey

Name: Honourable Andrew Furey

Title: Minister for Intergovernmental Affairs

Date: FEB 09 2024

SCHEDULE - 1: 10 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan As Of 2023/09/29

Arrangement#: 2324-AT-000056

Arrangement Type: FAPGT

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

Fiscal Year: 2023-2024

DEPARTMENT OF INDIGENOUS SERVICES

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 \$	
FIXED CONTRIBUTION FUNDING {FIXED}																
PROGRAM SERVICE AREA/ PROGRAM INVENTORY/ BUDGET ACTIVITY/ FUNCTIONAL AREA																
Program Service Area: Child and Family Services																
Program Inventory: CHILD AND FAMILY SERVICES - D2002																
Budget Activity: CHILD AND FAMILY SERVICES • 83710																
Functional Area: MAINTENANCE-FOSTER HOMES (Initial Allocation) • Q2BY (C0000 • DEFAULT ACCOUNT) (2024103/31) Fund: 355																
Cost Center: A02080																
001	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	541,645.00	0.00	0.00	6,500,000.00
PROGRAM SERVICE AREA/ PROGRAM INVENTORY/ BUDGET ACTIVITY/ FUNCTIONAL AREA																
Program Service Area: Child and Family Services																
Program Inventory: CHILD AND FAMILY SERVICES • D2002																
Budget Activity: CHILD AND FAMILY SERVICES - 83710																
Functional Area: OPERATIONS - CFS (Initial Allocation)- Q2C0 (C0000 - DEFAULT ACCOUNT) (2024103/31) Fund: 355																
Cost Center: A02080																
001	281,551.00	281,851.00	281,551.00	281,851.00	281,851.00	281,551.00	281,851.00	281,551.00	281,851.00	281,551.00	281,851.00	281,551.00	281,851.00	0.00	0.00	3,382,349.00
TOTAL 2023-2024 FIXED CONTRIBUTION FUNDING {FIXED}																
	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,893.00	0.00	0.00	9,882,349.00
TOTAL 2023-2024 DEPARTMENT OF INDIGENOUS SERVICES																
	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,893.00	0.00	0.00	9,882,349.00
TOTAL 2023-2024																
	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,893.00	0.00	0.00	9,882,349.00
GRAND TOTAL																
																9,882,349.00

SCHEDULE - 1:
20 - Cash Flow by Fiscal Year by Department
As Of 2023/09/29

Arrangement#: 2324-AT-000056

Arrangement Type: FAPGT

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

Budget	Funding	2023-2024	Total
Department of Indigenous Services	Fixed Contribution	9,882,349.00	9,882,349.00
	Total	9,882,349.00	9,882,349.00
Total		9,882,349.00	9,882,349.00

SCHEDULE - 1:
3.0 - Cash Flow by Month and Year -ALL FUNDING by type and month
 As Of 2023/09/29

Arrangement#: 2324-AT-000056
 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
2023-2024	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,893.00	0.00	0.00	9,882,349.00
Total	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,496.00	823,893.00	0.00	0.00	9,882,349.00

SCHEDULE - 1:
4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department
 As Of 2023/09/29

Arrangement #: 2324-AT-000056
 Arrangement Type: FAPGT
 Recipient: 3484 - PROV. NEWFOUNDLAND & LABRADOR - CHILD & FAMILY SER
 Fiscal Year: 2023-2024

Department of Indigenous Services

Funding	Total	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	Pool	Holdback
Fixed Contribution	\$9,882,349.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,893.00	\$0.00	\$0.00

Total	\$9,882,349.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,496.00	\$823,893.00	\$0.00	\$0.00
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SCHEDULE-2 FUNDING (SET, FIXED, FLEXIBLE, BLOCK AND GRANT)

1.0 INTERPRETATION

1.1 In this Schedule:

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

2.0 AMOUNT OF FUNDING

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

3.0 PAYMENTS

3.1 Payments to be Made in Accordance with Schedule - 1

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

3.2 Adjustment of Amounts Allocated by Period

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

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

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

3.3 Where Amounts are Not Allocated by Period

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

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

3.4 Requirements for Payment Request

3.4.1 N/A

4.0 EXPENDITURES AND UNEXPENDED FUNDING

4.1 Eligible Expenditures

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

4.2 Reimbursement of Ineligible Expenditures

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

5.0 SET FUNDING

- 5.1 The Province may only expend Set Funding :
- (a) for each of the Activities for which it is allocated in Schedule - 1 under the heading Set Funding (or SET) or reallocated in accordance with this section;
 - (b) in accordance with the terms and conditions of this Agreement for those Activities, including those set out in the Delivery Requirements; and
 - (c) during the Fiscal Year in which the annual amount of the Set Funding is payable by Canada.
- 5.2 The Province may, with the written agreement of Canada, reallocate any Set Funding among any Functional Areas within the same Budget Area according to Schedule - 1 during the same Fiscal Year.
- 5.3 The Province shall immediately notify Canada in writing during a Fiscal Year if it anticipates having unexpended Set Funding for that Fiscal Year.
- 5.4 If, at the end of a Fiscal Year and following any reallocation permitted in this section, the Province has not expended all Set Funding as allocated for each Activity for that Fiscal Year, the Province shall repay the unspent amount to Canada. If Cost-sharing applies to the Activity, the Province shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount from all sources.
- 5.5 Subject to the funding provisions of this Agreement, Canada shall reimburse to the Province any shortfall in Set Funding for any Activity that is described in the Delivery Requirements as being subject to full reimbursement.

6.0 FIXED FUNDING

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

following conditions are met:

- (i) the Province spends the unspent amount on the same Activity or on an Activity that is similar to and has the same purpose as the Activity for which the Fixed Funding was provided;
 - (ii) the unspent amount is used before the earlier of:
 - (A) the expiry or termination of this Agreement, and
 - (B) any date that was communicated in writing by Canada to the Province, prior to or when the Agreement was signed or amended, beyond which date an unspent amount may not be retained for a time-limited Activity such as a project or initiative;
 - (iii) the Province reports on its expenditure of the unexpended Fixed Funding in accordance with the *Reporting Guide*; and
 - (iv) any unspent amount from any Health Activities is not expended on any non-Health Activities and any unspent amount for any non-Health Activities is not expended on any Health Activities.
- (b) Where all Delivery Requirements for the Activity in respect of which there is an unspent amount have been completed in the Fiscal Year for which that amount was provided, the Province may retain and spend that amount in the following Fiscal Year or within 1 year after the expiry of this Agreement if that is the year following the accumulation of the unspent amount, if the following conditions are met:
- (i) the Province spends the unspent amount on:
 - (A) an Activity that is similar to and has the same purpose as the Activity for which the Fixed Funding was provided; or
 - (B) a different Activity in accordance with a plan for expenditure of the unspent amount that is submitted by the Province to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to the Province.
 - (ii) the Province reports on its expenditure of the unexpended Fixed Funding in accordance with the *Reporting Guide*; and
 - (iii) any unspent amount from any Health Activities is not expended on any non-Health Activities and any unspent amount for any non-Health Activities is not expended on any Health Activities

7.0 FLEXIBLE FUNDING

7.1 The Province may only expend Flexible Funding :

- (a) for each of the Activities for which it is allocated in Schedule - 1 under the heading Flexible Funding (or FLEX) or reallocated in accordance with this section; and
- (b) in accordance with the terms and conditions of this Agreement for those Activities including those set out in the Delivery Requirements.

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

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

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

- (a) With respect to non-Health Activities, if the following conditions are met:
 - (i) the Province expends the unexpended Flexible Funding:

- (A) on an Activity that is the same or similar to and has the same purpose as the Activity for which the Flexible Funding was provided; or
 - (B) in accordance with a plan for expenditure of the unexpended Flexible Funding that is submitted by the Province to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to the Province;
- (ii) the unexpended Flexible Funding is used before the earlier of:
- (A) the expiry or termination of this Agreement, and
 - (B) any date that was communicated in writing by Canada to the Province, prior to or when the Agreement was signed or amended, beyond which date an unspent amount may not be retained for a time-limited Activity such as a project or initiative;
- (iii) any unspent amount from any non-Health Activities is not expended on any Health Activities; and
- (iv) the Province reports on its expenditure of the unexpended Flexible Funding in accordance with the *Reporting Guide*.
- (b) With respect to Health Activities, if the following conditions are met:
- (i) the Province expends the unexpended Flexible Funding among any Functional Areas that have Flexible Funding that falls under Program Service Areas with the same 3 letter prefix, irrespective of the Program Inventory;
 - (ii) the Province expends the unexpended Flexible Funding in accordance with a plan for expenditure of the unexpended Flexible Funding that is submitted by the Province to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to Province;
 - (iii) the unexpended Flexible Funding is used before the earlier of:
 - (A) the expiry or termination of this Agreement, and
 - (B) any date that was communicated in writing by Canada to the Province, prior to or when the Agreement was signed or amended, beyond which date an unspent amount may not be retained for a time-limited Activity such as a project or initiative;
 - (iv) any unspent amount from any Health Activities is not expended on any non-Health Activities; and
 - (v) the Province reports on its expenditure of the unexpended Flexible Funding in accordance with the *Reporting Guide*.
- 7.4 Subject to subsection 7.3, following any reallocation permitted in this section, the Province shall repay any unexpended Flexible Funding following the earlier of the expiry or termination of this Agreement, and any date that was communicated in writing by Canada to the Province, prior to or when the Agreement was signed or amended, beyond which date an unspent amount may not be retained for a time-limited Activity such as a project or initiative. If Cost-sharing applies to the Activity, the Province shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount from all required sources.
- 8.0 BLOCK FUNDING**
- 8.1 The Province may only expend any Block Funding:
- (a) for the Activities under the heading Block Funding (or BLOCK) in Schedule - 1 or 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.
- 8.2 Subject to subsection 8.4, expenditures in a Fiscal Year for Activities funded by Block Funding will be against the aggregate of all annual amounts allocated in that Fiscal Year for those Activities.
- 8.3 Subject to subsection 8.4, and provided that Mandatory Activities, funded by Block Funding, are delivered in the relevant Fiscal Year, the Province may expend Block Funding on any Activities funded by Set, Fixed or Flexible Funding during that Fiscal Year if the Province submits a written plan to Canada for such

expenditures and Canada accepts the plan by notice to the Province.

8.4 Block Funding allocated for any Health Activities may not be expended on any non-Health Activities, nor may any Block Funding allocated for any non-Health Activities be expended on any Health Activities.

8.5 If, at the end of a Fiscal Year, the Province has not expended all Block Funding for that Fiscal Year after: (i) delivering all Mandatory Activities funded by Block Funding; and (ii) making expenditures on any non-Block Activities under subsection 8.3, the Province may, subject to paragraph 11.2.1 of the main body of this Agreement, retain any unexpended Block Funding for use in a subsequent Fiscal Year or after the expiry of this Agreement, provided that the Province:

(a) uses the unexpended Block Funding:

(i) for purposes consistent with the Activities funded by Block Funding; or

(ii) in accordance with a written plan submitted by it to Canada within 120 days following the end of the Fiscal Year in question and such plan is accepted by Canada by notice to the Province;

(b) an unspent amount from any Health Activities may not be expended on any non-Health Activities, nor may any unspent amount for any non-Health Activities be expended on any Health Activities; and

(c) reports on the use of unexpended Block Funding in accordance with the *Reporting Guide* issued for the Fiscal Year in which the unexpended Block Funding is used.

9.0 LIMIT ON REALLOCATION OF FUNDING

9.1 Notwithstanding sections 5 to 8 of this Schedule the following limitations apply to the reallocation of the following funding amounts in Schedule - 1:

(a) Supplementary Health Benefits (SHB) funding may only be reallocated within the SHB Program Inventory;

(b) Indian Residential Schools (IRS) funding may only be reallocated within the Mental Wellness IRS Budget Activity;

(c) Jordan's Principle funding may only be reallocated within the Jordan's Principle Program Inventory; and

(d) Health Services Integration Fund and Capital Investments funding may not be reallocated

10.0 SURVIVAL

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

11.0 GRANT FUNDING

11.1 The Province may only expend the Grant Funding for the Activities for which it is allocated in Schedule - 1 under the heading Grant Funding.

11.2 Subject to paragraph 11.2.1 (b) of the main body of this Agreement, the Province may retain any unexpended Grant Funding in a subsequent Fiscal Year and after the expiry of this Agreement.

11.3 If at any time, the Province no longer meets Canada's eligibility requirements for Grant Funding for any Activity, Canada may require the Province to repay to Canada up to the full amount of the Grant Funding paid to the Province for that Activity of the Grant Funding.

SCHEDULE-3

FUNDING: DELIVERY REQUIREMENTS AND FUNDING ADJUSTMENT FACTORS

HEALTH ACTIVITIES

1.0 Intentionally Omitted

2.0 Intentionally Omitted

3.0 Intentionally Omitted

NON-HEALTH ACTIVITIES

4.0 Activities Funded by Set, Fixed, Flexible or Grant Funding for ISC

PROGRAM/SERVICE/ ACTIVITY	DELIVERY REQUIREMENTS	ADJUSTMENT FACTOR
First Nation Child and Family Services- Q2BY- MAINTENANCE-FOSTER HOMES; Q2C0- OPERATIONS- CFS	The Province shall administer the First Nation Child and Family Services Program in accordance with Provincial/Territorial 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.	The budget is set at the start of each fiscal year and may be adjusted over the life of the agreement.

5.0 Activities Funded by Set, Fixed, Flexible or Grant Funding for CIRNAC

PROGRAM/SERVICE/ ACTIVITY	DELIVERY REQUIREMENTS	ADJUSTMENT FACTOR
This information will be amended if/when funding is added in the Agreement for Fiscal Year 2023-2024.	This information will be amended if/when funding is added in the Agreement for Fiscal Year 2023-2024.	This information will be amended if/when funding is added in the Agreement for Fiscal Year 2023-2024.

Unclassified

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

Arrangement No.:

2324-AT-000056

Funding Agreement for Provincial and Territorial Governments

Program / Report Name	Reports Due
CHILD AND FAMILY SERVICES	
455917 - (455917) - Child and Family Services Maintenance Report	
• Consolidated Report - Applicable only once (See note 1 below)	
Quarterly #1 - Initial Allocation - (April, May, June)	2023/09/30
Quarterly #2 - Initial Allocation - (July, August, September)	2023/10/30
Quarterly #3 - Initial Allocation - (October, November, December)	2024/01/30
Quarterly 1 4 - Initial Allocation - (January, February, March)	2024/04/30
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	2024/06/29

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)

The 1965 Welfare Agreement

MEMORANDUM OF AGREEMENT RESPECTING WELFARE
PROGRAMS FOR INDIANS

BETWEEN:

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THE GOVERNMENT OF CANADA, represented by the
Ministers of Northern Affairs and National Resources and
of National Health and Welfare, (hereinafter
called "Canada")

OF THE FIRST PART

AND

THE GOVERNMENT OF THE PROVINCE OF ONTARIO
represented by the Minister of Public
Welfare for Ontario, (hereinafter called
"Ontario")

OF THE SECOND PART

WHEREAS the 1963 Federal-Provincial Conference, in
charting desirable long-range objectives and policies appli-
cable to the Indian people, determined that the principal
objective was the provision of provincial services and pro-
grams to Indians on the basis that needs in Indian Communi-
ties should be met according to standards applicable in other
communities;

AND WHEREAS Canada and Ontario in working
towards this objective desire to make available to the
Indians in the Province the full range of provincial welfare
programs;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in
consideration of the premises and of the mutual covenants and
agreements herein contained the parties hereto hereby mutually
covenant and agree together as follows:

1. (1) In this agreement, unless otherwise specified,
- (a) "Aggregate Ontario Welfare Program" means the aggregate of all provincial welfare programs available to the general population of the province;
 - (b) "Indian" means a person who, pursuant to the Indian Act, is registered as an Indian, or is entitled to be registered as an Indian;
 - (c) "Indians with Reserve Status" means (except where otherwise designated by Canada and Ontario by agreement) Indians who are
 - (i) resident on an Indian reserve;
 - (ii) resident on Crown ^{land} land, or in territory without municipal organization in the Province, or
 - (iii) designated as such by the Minister of Northern Affairs and National Resources;
 - (d) "the Province" means the Province of Ontario;
 - (e) "Provincial Welfare Program" means a welfare program (whether privately, municipally or provincially operated) to which public money of the Province is or may be contributed, applicable or available generally to residents of the Province and, without restricting the generality of the

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foregoing, includes any program listed in Schedule "A" hereto;

(f) "the Financial Assistance Component of the Aggregate Ontario Welfare Program"

means that part of that Aggregate Welfare Program that is concerned with the provision of direct or indirect financial assistance to persons eligible therefor and which, for the purposes of this Agreement, consists of any or all of the financial assistance programs set out in Schedule "B" hereto;

(g) "the Service Component of the Aggregate Ontario Welfare Program" means that

part of that Aggregate Welfare Program that is concerned with the provision of services to persons eligible therefor and which, for the purposes of this Agreement, consists of any or all of the services set out in Schedule "C" hereto;

(h) "year", unless the context otherwise indicates or requires, means any twelve-month period beginning the 1st day of April in any calendar year.

(2) Where an Indian with Reserve Status moves to and commences to live in a municipality in Ontario, he shall continue to be deemed as an Indian with Reserve Status, for the

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purposes of this Agreement, until such time as he has actually lived for a period of twelve consecutive months in that municipality.

2. (1) Ontario undertakes during the term of this Agreement, and subject to (2), to extend the Aggregate Ontario Welfare Program to Indians with Reserve Status in the Province, it being understood that particular provincial welfare programs shall be extended to such degree and in such areas of the Province as may be prescribed from time to time in Schedule "D" hereto;
- (2) No provincial welfare program shall be extended to any Indian Band in the Province unless that Band has been consulted by Canada or jointly by Canada and by Ontario and has signified its concurrence;
- (3) It is mutually recognized by the parties hereto that Indians who do not have Reserve Status shall continue to be covered by provincial welfare programs on the same basis as other residents of the Province;
- (4) Ontario may fulfil its obligations under this clause directly by the extension of provincial welfare programs

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to Indians with Reserve Status or indirectly through arrangements with municipal or private authorities or organizations.

3. (1) In this clause,

- (a) "the per capita cost of the Financial Assistance Component of the Aggregate Ontario Welfare Program provided to persons other than Indians with Reserve Status" means the total cost of that component provided to such persons in any year divided by the total number of persons other than Indians with Reserve Status in Ontario for that year;
- (b) "the total number of persons other than Indians with Reserve Status in Ontario" means the estimate made by the Dominion Bureau of Statistics of the population of the Province on the 1st day of June or nearest date thereto in any calendar year, less the total number of Indians with Reserve Status in the Province on that date;
- (c) "the per capita cost of the Financial Assistance Component of the Aggregate Ontario Welfare Program provided to Indians with Reserve Status

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in Ontario" means the total cost of that component so provided, by Canada and by Ontario in any year, divided by the total number of Indians with Reserve Status in the Province for that year;

(d) "the total number of Indians with Reserve Status in the Province" means the total number of registered Indians in the Province as of the 1st day of June in any calendar year according to Indian Affairs Branch records, less the number of Indians so registered who are not Indians with Reserve Status.

(2) Canada agrees, upon and subject to the terms and conditions herein set forth, and upon receipt of a claim therefor in form and content satisfactory to Canada, within six months after the 31st day of March in each year or such greater period as may be agreed to in respect of that year by the Minister of National Health and Welfare,

(A) to make a contribution to Ontario in respect of the cost in that year of the Financial Assistance Component of the Aggregate Ontario Welfare Program provided to Indians with Reserve Status, by paying to Ontario in respect of that year a sum which bears the same ratio to the total cost to Ontario of

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that component so provided, as

(a) the sum of

(i) 50% of the per capita cost of the Financial Assistance Component of the Aggregate Ontario Welfare Program provided to persons other than Indians with Reserve Status, for that year,

and

(ii) 100% of the amount by which the per capita cost of the Financial Assistance Component of the said welfare program provided to Indians with Reserve Status in the Province, for that year, exceeds the per capita cost of the Financial Assistance Component of the said welfare program provided to persons other than Indians with Reserve Status, for that year,

BEARS TO

(b) the per capita cost of the Financial Assistance Component of the said welfare program provided to Indians with Reserve Status in the Province, for that year;

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- (B) to make contributions each year to the Province in respect of the cost in that year of the Service Component of the Aggregate Ontario Welfare Program provided to Indians with Reserve Status by paying to Ontario in respect of that year a sum which bears the same ratio to the total cost incurred by Ontario of such component so provided as the contribution payable by Canada for that year pursuant to sub-paragraph (A) hereof bears to the total cost of the Financial Assistance Component of that program so provided to Indians with Reserve Status in that year.
- (3) Costs which may be included in determining the cost of the Financial Assistance and the Service Components of the welfare program provided to Indians with Reserve Status shall be the costs prescribed in Parts I and II respectively of Schedule "E" hereto.
4. (1) Canada further agrees, subject to paragraph (2) to pay to Ontario each year for the first five years during which this agreement is in effect, in addition to the amounts payable by Canada in each year under sub-paragraphs (A) and (B) of paragraph (2) of Clause 3, 90% of the capital costs and other costs incurred by Ontario and not included in the calculation of contributions under the said sub-paragraphs of extending the

-2-

Aggregate Ontario Welfare Program to
Indians with Reserve Status.

- (2) The costs referred to in paragraph (1) shall be costs in respect of capital projects which have been approved by Canada prior to the commencement thereof, and other costs, all as prescribed in Schedule "F" hereto, incurred by Ontario during the year.
- (3) The provisions of this Clause 4 shall be subject to review upon the expiration of the five-year period referred to in paragraph (1) and may thereafter be amended or extended in such manner and for such period as may be mutually agreed upon between the parties hereto.
5. (1) Ontario may obtain an advance on account of contributions payable by Canada, in respect of any year, pursuant to Clause 3, hereof, by delivering to the Minister of National Health and Welfare, for each month during the year in respect of which an advance is requested, a statement in form and content satisfactory to Canada indicating,
- (a) the total payments made by Ontario during the month to which the statement relates in respect of the Financial Assistance Component of the Aggregate Ontario Welfare Program provided to Indians with Reserve Status,

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- (b) the total payments made by Ontario during that month, in respect of the Financial Assistance Component of the Aggregate Ontario Welfare Program provided to persons other than Indians with Reserve Status, and
 - (c) an estimate of the total payments made by Ontario during that month in extending the Service Component of the Aggregate Ontario Welfare Program to Indians with Reserve Status.
- (2) (a) Upon receipt of such statement, Canada will pay to Ontario by way of an accountable advance in respect of the amount payable by Canada by way of contributions in respect of that year, pursuant to subparagraphs (A) and (B) of paragraph (2) of Clause 3., an amount equal to 90 percent of the recoverable portion of the aggregate of the amounts indicated by Ontario pursuant to subparagraphs (a) and (c) of paragraph (1);
- (b) "the recoverable portion of the aggregate of the amounts indicated by Ontario pursuant to subparagraphs (a) and (c) of paragraph (1)" means the amount estimated by Canada and bearing the same ratio to the aggregate of the amounts indicated by Ontario pursuant to subparagraphs (a) and (c) of paragraph (1)

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as the contribution payable by Canada for that year pursuant to subparagraph (A) of paragraph (2) of Clause 3, bears to the total cost of the Financial Assistance Component of the Aggregate Ontario Welfare Program provided to Indians with Reserve Status in the Province in that year.

- (3) Canada agrees to pay to Ontario as soon as possible after the expiration of six months after the 31st of March in each year, a sum equal to the amount by which the total funds payable by Canada to Ontario in respect of that year, pursuant to Clause 3 hereof, exceeds the aggregate monthly advance made to Ontario during that year pursuant hereto; and Ontario agrees within the same period to repay to Canada any amount by which the aggregate of the monthly advances paid to Ontario during the year exceeds the amount payable by Canada to Ontario for that year pursuant to Clause 3 hereof.
6. (1) Claims made by Ontario in respect of annual contributions by Canada pursuant to subparagraphs (A) and (B) of paragraph (2) of Clause 3, or pursuant to Clause 4, shall be certified by a provincial auditor.
- (2) Ontario agrees
 - (a) to ensure the maintenance of its records and accounts and those of municipal and

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- private authorities and organizations, relating to the cost of fulfilling its obligation under this agreement, in a form satisfactory to Canada, and to provide for the reconciliation of amounts claimed, with provincial, public accounts;
- (b) to provide for the examination, inspection and audit by the Government of Canada of such records and accounts, and
 - (c) to retain financial records and accounts for a period of seven years from the date on which claims based on them are submitted for payment.

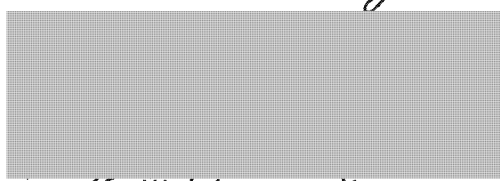
7. The Schedules hereto may be amended from time to time by mutual agreement of the parties hereto as evidenced by paperwritings executed for this purpose by the Ministers of the Government of Canada and of Ontario who are responsible for the administration of this agreement or by persons authorized by such Ministers in writing to execute the same.
8. (1) This agreement shall become effective as of the 1st day of December, 1965, and shall terminate at the expiration of twelve full months following the date upon which written notice of the desire to terminate the agreement has been given by either party to the other party hereto.

Handwritten initials: R, ab, apm

(2) Notice hereunder may be given to Canada by delivering or mailing the same to the Minister of Northern Affairs and National Resources, Centennial Tower, Ottawa, Canada, or to the Minister of National Health and Welfare, Brooke Claxton Building, Ottawa, Canada, and may be given to Ontario by delivering or mailing the same to the Minister of Public Welfare at Toronto, Canada, or to such other places as Canada and Ontario may designate in writing from time to time.

Handwritten initials: R, ab, apm

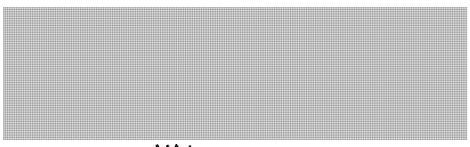
IN WITNESS WHEREOF this Agreement has been signed on behalf of Canada by the Honourable Arthur Laing, Minister of Northern Affairs and National Resources of Canada, and by the Honourable Allan MacEachen, Minister of National Health and Welfare of Canada, this 19th day of May, 1966.



Witness

Handwritten signature of Arthur Laing

Minister of Northern Affairs and National Resources of Canada.



Witness

Handwritten signature of Allan J. MacEachen

Minister of National Health and Welfare of Canada

IN WITNESS WHEREOF this Agreement has been signed

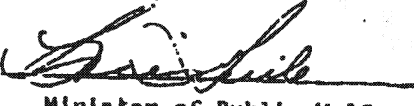
s.19(1)

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on behalf of Ontario by the Honourable Louis P. Cecco,
Minister of Public Welfare, this 10th day
of January, 1966.



Witness


Minister of Public Welfare

SCHEDULE A

PROVINCIAL WELFARE PROGRAMS

For the purposes of sub-paragraph (e) of paragraph (1) of clause 1 of the Agreement Respecting Welfare Programs for Indians, the Provincial Welfare Programs which comprise the Aggregate Ontario Welfare Program are:

- (a) allowances payable under The Blind Persons' Allowances Act, R.S.O. 1960, Chapter 35;
- (b) allowances payable under The Disabled Persons' Allowances Act, R.S.O. 1960, Chapter 107;
- (c) assistance payable under The Old Age Assistance Act, R.S.O. 1960, Chapter 267;
- (d) assistance payable under and in accordance with The General Welfare Assistance Act, R.S.O. 1960, Chapter 164 and Regulation 207 of Revised Regulations of Ontario, 1960;
- (e) assistance payable to Dependent Fathers in accordance with Ontario Regulation 22/63, as made under The General Welfare Assistance Act, R.S.O. 1960, Chapter 164;
- (f) assistance payable to Widows and Unmarried Women in accordance with Ontario Regulation 111/63, as made under The General Welfare Assistance Act, R.S.O. 1960, Chapter 164;
- (g) allowances payable under The Mothers' Allowances Act, R.S.O. 1960, Chapter 247;

Schedule A - cont'd:

Page Two.

- (h) rehabilitation services provided under The Rehabilitation Services Act, R.S.O. 1960, Chapter 350;
- (i) residential, sheltered, specialized or group care provided in an approved charitable institution maintained and operated by an approved corporation under The Charitable Institutions Act, 1962-63, Chapter 11;
- (j) services to children, including the protection and care of neglected children, the protection of children born out of wedlock and adoption services provided under The Child Welfare Act, R.S.O. 1960, Chapter 53;
- (k) the supervision and registration of children's boarding homes under The Children's Boarding Homes Act, R.S.O. 1960, Chapter 54;
- (l) sheltered, specialized or group care provided in an approved children's institution maintained and operated by an approved corporation under The Children's Institutions Act, 1962-63, Chapter 14;
- (m) day care services provided to children in day nurseries, and the supervision and licensing of such day nurseries under The Day Nurseries Act, R.S.O. 1960, Chapter 87;
- (n) grants in aid payable to certain limited-dividend housing corporations to assist in projects for the construction and equipment of low rental housing units for elderly persons under The Elderly Persons' Housing Aid Act, R.S.O. 1960, Chapter 117;

Schedule A - cont'd:

Page Three

- (o) grants payable to approved corporations for the erection, alteration, extension or acquisition of a building or premises for use as a social and recreational centre for elderly persons under The Elderly Persons Social and Recreational Centres Act, 1961-62, Chapter 37;
- (p) the establishment and maintenance of homes for the aged and the provision of special-home care under The Homes for the Aged Act, R.S.O. 1960, Chapter 174;
- (q) the residential accommodation of retarded children provided in an approved home for retarded children maintained and operated by an approved local association under The Homes for Retarded Children Act, 1962-63, Chapter 57;
- (r) homemakers and nurses services provided under The Homemakers and Nurses Services Act, R.S.O. 1960, Chapter 173.

SCHEDULE B

FINANCIAL ASSISTANCE COMPONENT OF THE
AGGREGATE ONTARIO WELFARE PROGRAM

For the purposes of sub-paragraph (f) of paragraph (1) of Clause 1, of the within Agreement Respecting Welfare Programs for Indians, the Financial Assistance Component of the Aggregate Ontario Welfare Program consists of the following financial assistance programs:

(a) the following classes of assistance payable under and in accordance with The General Welfare Assistance Act, R.S.O. 1960, Chapter 164, and Regulation 207 of Revised Regulations of Ontario, 1960:

- (i) general assistance,
- (ii) post-sanatorium allowances,
- (iii) supplementary aid
- (iv) incapacitation allowances,
- ~~(v) rehabilitation services~~

SCHEDULE C

SERVICE COMPONENT OF THE AGGREGATE
ONTARIO WELFARE PROGRAM

For the purpose of sub-paragraph (g) of paragraph (1) of Clause 1. of the within Agreement respecting Welfare Programs for Indians, the Service Component of the Aggregate Ontario Welfare Program shall consist of such of the following services as are

- (a) related to the provision and administration of the classes of assistance payable under and in accordance with The General Welfare Assistance Act, R.S.O. 1960, Chapter 164, and Regulation 207 of Revised Regulations of Ontario, 1960, as set forth in sub-paragraph (a) of Schedule B to this Agreement,
- (b) included in services to children, including the protection and care of neglected children, the protection of children born out of wedlock and adoption services, provided under The Child Welfare Act, R.S.O. 1960, Chapter 53, and
- (c) included in day care services provided to children in day nurseries and the supervision of such day nurseries under The Day Nurseries Act, R.S.O. 1960, Chapter 87,

namely:

- (1) determination of eligibility for financial assistance;
- (2) casework and counselling;
- (3) group work services;
- (4) consultative and diagnostic services;
- (5) social rehabilitation;

SCHEDULE C

- 2 -

- (6) self-care and self-support services;
- (7) sheltered workshops;
- (8) day care services for children of working mothers;
- (9) protection and preventive services in the fields of child and family welfare and of aging;
- (10) home care services for elderly persons and persons discharged from hospital;
- (11) home care services for children and families;
- (12) foster home and adoptive home-finding services;
- (13) various kinds of group home services for children with special needs;
- (14) staff training.

SCHEDULE D
AREAS OF ONTARIO

For the purposes of paragraph (1) of Clause 2 of the within Agreement Respecting Welfare Programs for Indians, the areas of Ontario, in which particular Provincial Welfare Programs shall be extended and the degree to which they shall be extended are as follows:

- (a) in respect of the financial assistance program set forth in sub-paragraph (a) of Schedule "B" to the Agreement, progressively to all areas of Ontario and to the same degree as such financial assistance program is made available to other residents of Ontario;
- (b) in respect of the services set forth in sub-paragraph (a), (b) and (c) of Schedule "C", progressively to all areas of Ontario, and to the same degree as such services are made available to other residents of Ontario.

FINANCIAL ASSISTANCE AND SERVICE COSTS

For the purposes of paragraph (3) of Clause 3 of the within Agreement respecting Welfare Programs for Indians, the costs which may be included in determining the cost of the financial assistance and the service components of the welfare program provided to Indians with Reserve Status shall consist of payments made by Ontario in respect of the matters referred to in Parts I and II hereof, respectively.

PART I: FINANCIAL ASSISTANCE COSTS

The costs of financial assistance provided under subparagraph (a) ^{and (d)} of Schedule "B" to the within Agreement.

PART II: SERVICE COSTS

The costs of:

- (1) salaries of direct service staff including social workers and welfare workers as well as their supervisors and directors;
- (2) salaries of specialists including staff training officers, rehabilitation officers, anthropologists, sociologists, and psychologists;
- (3) salaries of secretarial and stenographic staff whose services are required in connection with the required positions referred to in (1) and (2) above;
- (4) wages and salaries of home care program personnel including homemakers;
- (5) certain selected costs, other related costs including those in respect of travel, supplies and materials;
- (6) maintenance of Indian children with reserve status in foster homes and other types of child welfare care, and other related costs including those of clothing necessary for the welfare of the child;
- (7) purchase of services from welfare agencies within the province, but, subject to Clause 4 of this Agreement, not the costs of the following:

SCHEDULE E

- 2 -

- (a) except as provided in sub-paragraph (3) of this Part,
salaries and wages of clerical staff, administrative
and accounting staff, and maintenance staff;
- (b) renovations, construction and capital costs;
- (c) office equipment;
- (d) rent, heat, light and power.

SCHEDULE F

CAPITAL AND OTHER COSTS

The Capital and other costs referred to in paragraph (2) of Clause 4 of the within Agreement Respecting Welfare Programs to Indians shall consist of payments by Ontario in respect of the following:

- (a) the costs of capital projects, approved by Canada prior to the commencement thereof, that are incurred by Ontario in extending the Aggregate Ontario Welfare Program to Indians with Reserve Status, or any part thereof, including,
 - (i) the costs of erecting, altering, extending or acquiring buildings and, where applicable, the cost of the land on which any such building is to be or is situated,
 - (ii) the costs of equipping and furnishing the buildings referred to in subclause (i), and
 - (iii) such other costs, related to such capital projects, as may be mutually agreed upon between the parties hereto.
- (b) other costs, except those described in Part I and paragraphs (1) to (7) inclusive of Part II of Schedule E, as may be mutually agreed upon between the parties hereto.

MEMORANDUM OF AGREEMENT RESPECTING WELFARE PROGRAMS
FOR INDIANS MADE THIS 8th DAY OF December A.D. 1971

BETWEEN

THE GOVERNMENT OF CANADA, represented by
the Minister of Indian Affairs and Northern
Development and the Minister of National Health and
Welfare (hereinafter called "Canada")

of the FIRST PART

AND

THE GOVERNMENT OF THE PROVINCE OF ONTARIO
represented by the Minister of Social and Family Services
for Ontario (hereinafter called "Ontario")

of the SECOND PART

WHEREAS an agreement effective the first day of December 1965 and
hereinafter called the "original agreement" was entered into between the parties
hereto respecting welfare programs for Indians in the Province of Ontario.

AND WHEREAS the parties hereto in accordance with clause 7 of the
original agreement desire to amend the schedules thereto.

NOW THEREFORE this agreement witnesseth that in consideration of the
premises, the parties hereto agree as follows:

1. Schedule A of the original agreement is amended

- ✓ (a) by deleting from the end of sub-paragraph (d) thereof "Regulation
207 of Revised Regulations of Ontario 1960" and substituting
therefor: "Ontario Regulation 239/67, as amended";
- ✓ (b) by deleting sub-paragraph (g) therefrom;
- ✓ (c) by deleting from the end of sub-paragraph (h) thereof "The
Rehabilitation Services Act R.S.O. 1960, Chapter 350" and
substituting therefor: "The Vocational Rehabilitation Services
Act, 1966, Chapter 159 of Statutes of Ontario 1966, as amended";

. . . /2

- ✓ (d) by adding at the end of sub-paragraph (i) thereof "of Statutes of Ontario 1962-63, as amended";
- ✓ (e) by deleting from the end of sub-paragraph (j) thereof "The Child Welfare Act R.S.O. 1960, Chapter 53" and substituting therefor: "The Child Welfare Act, 1965, Chapter 14 of Statutes of Ontario, 1965, as amended";
- ✓ (f) by adding at the end of sub-paragraph (l) thereof "of Statutes of Ontario 1962-63, as amended";
- ✓ (g) by deleting from the end of sub-paragraph (m) thereof "The Day Nurseries Act R.S.O. 1960, Chapter 87" and substituting therefor: "The Day Nurseries Act, 1966, Chapter 37 of Statutes of Ontario 1966, as amended";
- ✓ (h) by adding at the end of sub-paragraph (n) thereof "as amended";
- ✓ (i) by deleting from the end of sub-paragraph (o) thereof "The Elderly Persons Social and Recreational Centres Act, 1961-62, Chapter 37" and substituting therefor: "The Elderly Persons Centres Act, 1966, Chapter 50 of Statutes of Ontario 1966, as amended";
- ✓ (j) by deleting from the end of sub-paragraph (p) "The Homes for the Aged Act R.S.O. 1960, Chapter 174" and substituting therefor: "The Homes for the Aged and Rest Homes Act R.S.O. 1960, Chapter 174, as amended";
- ✓ (k) by deleting from the end of sub-paragraph (q) thereof "The Homes for Retarded Children Act, 1962-63, Chapter 57" and substituting therefor: "The Homes for Retarded Persons Act, 1966, Chapter 65 of Statutes of Ontario 1966, as amended"; and
- ✓ (l) by adding at the end of sub-paragraph (r) thereof "as amended".

2. Schedule B of the original agreement is amended by deleting sub-paragraph (a) thereof and substituting the following therefor:

"(a) the following classes of assistance provided under and in accordance with The General Welfare Assistance Act, R.S.O. 1960, Chapter 164 and Ontario Regulation 239/67, as amended;

- (i) general assistance,

- (ii) supplementary aid,
- (iii) special assistance, and
- (iv) incentive allowances, "

3. Schedule C of the original agreement is amended

- (a) by deleting from the fourth and fifth lines of sub-paragraph (a) thereof "Regulation 207 of Revised Regulations of Ontario 1960" and substituting therefor "Ontario Regulation 239/67, as amended";
- (b) by deleting from the end of sub-paragraph (b) thereof "The Child Welfare Act R.S.O. 1960, Chapter 53" and substituting therefor: "The Child Welfare Act, 1965, Chapter 14 of Statutes of Ontario 1965, as amended";
- (c) by deleting from the end of sub-paragraph (c) "The Day Nurseries Act R.S.O. 1960, Chapter 87" and substituting therefor: "The Day Nurseries Act, 1966, Chapter 36 of Statutes of Ontario 1966, as amended".

IN WITNESS WHEREOF this agreement has been signed on behalf of Canada by the Honourable the Minister of Indian Affairs and Northern Development and by the Honourable the Minister of National Health and Welfare this 8th day of December A.D. 1971.

[Redacted signature area]

Witness

[Redacted signature area]

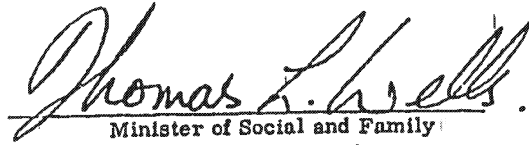
Witness

Jean Chrétien
 Minister of Indian Affairs and Northern Development

[Signature]
 Minister of National Health and Welfare

IN WITNESS WHEREOF this agreement has been signed on behalf of Ontario by The Honourable the Minister of Social and Family Services for Ontario.


Witness


Minister of Social and Family Services for Ontario

MEMORANDUM OF AGREEMENT RESPECTING WELFARE PROGRAMS FOR INDIANS
MADE THIS DAY OF A.D. 1972.

BETWEEN

THE GOVERNMENT OF CANADA, represented by
the Minister of Indian Affairs and Northern
Development and the Minister of National
Health and Welfare (hereinafter called
"Canada")

of the FIRST PART

AND

THE GOVERNMENT OF THE PROVINCE OF ONTARIO,
represented by the Minister of Community and
Social Services for Ontario (hereinafter
called "Ontario")

of the SECOND PART

WHEREAS an agreement effective from the first day of
December 1965 (hereinafter called the "original agreement") was
entered into between the parties hereto respecting welfare
programs for Indians in the Province of Ontario

AND WHEREAS the original agreement was amended by amending
agreement dated the eighth day of December 1971

AND WHEREAS the parties hereto are desirous of further
amending the original agreement:

- (a) to extend the provisions of clause 4 thereof
providing for the payment by Canada of
certain capital and other costs to Ontario
during the first five years of the original
agreement, for a further five years pursuant
to subclause 3 of the said clause 4, and
- (b) up-dating certain legislative references in
the schedules to the original agreement.

NOW THEREFORE this agreement witnesseth that in consideration
of the premises, the parties hereto agree as follows:

1. The period of time over which the provisions of clause 4
of the original agreement extend, as referred to in
subclause 1 thereof, is hereby further extended pursuant
to subclause 3 thereof for a further five years, that is
to say, from the first day of December 1970 until the first
day of December 1975.

2. Schedule A to the original agreement as amended by amending agreement dated the eighth day of December 1971 is further amended:

- (a) by deleting sub-paragraph (c) therefrom:
- (b) by deleting from the end of sub-paragraph (d) "The General Welfare Assistance Act, R.S.O. 1960, Chapter 164 and Ontario Regulation 239/67, as amended" and substituting therefor "The General Welfare Assistance Act, R.S.O. 1970, chapter 192 and Regulation 383 of Revised Regulations of Ontario 1970, as amended";
- (c) by deleting from the end of sub-paragraph (e) "Ontario Regulation 22/63 as made under The General Welfare Assistance Act, R.S.O. 1960, Chapter 164" and substituting therefor "Regulation 382 of Revised Regulations of Ontario 1970, as made under The General Welfare Assistance Act, R.S.O. 1970, chapter 192";
- (d) by deleting from the end of sub-paragraph (f) "Ontario Regulation 111/63 as made under The General Welfare Assistance Act, R.S.O. 1960, Chapter 164" and substituting therefor "Regulation 385 of Revised Regulations of Ontario 1970, as made under The General Welfare Assistance Act, R.S.O. 1970, chapter 192";
- (e) by deleting from the end of sub-paragraph (h) "The Vocational Rehabilitation Services Act 1966, Chapter 159 of Statutes of Ontario 1966, as amended" and substituting therefor "The Vocational Rehabilitation Services Act, R.S.O. 1970, chapter 484, as amended";
- (f) by deleting from the end of sub-paragraph (i) "The Charitable Institutions Act 1962-63, Chapter 11 of Statutes of Ontario 1962-63, as amended" and substituting therefor "The Charitable Institutions Act, R.S.O. 1970, chapter 62, as amended";
- (g) by deleting from the end of sub-paragraph (j) "The Child Welfare Act 1965, Chapter 14 of Statutes of Ontario 1965, as amended" and substituting therefor "The Child Welfare Act, R.S.O. 1970, chapter 64, as amended";

- (h) by deleting from the end of sub-paragraph (k) "The Children's Boarding Homes Act, R.S.O. 1960, Chapter 54" and substituting therefor "The Children's Boarding Homes Act, R.S.O. 1970, chapter 65, as amended";
- (i) by deleting from the end of sub-paragraph (l) "The Children's Institutions Act 1962-63, Chapter 14 of Statutes of Ontario 1962-63, as amended" and substituting therefor "The Children's Institutions Act, R.S.O. 1970, chapter 66, as amended";
- (j) by deleting from the end of sub-paragraph (m) "The Day Nurseries Act 1966, Chapter 37 of Statutes of Ontario 1966, as amended" and substituting therefor "The Day Nurseries Act, R.S.O. 1970, chapter 104, as amended";
- (k) by deleting from the end of sub-paragraph (n) "The Elderly Persons' Housing Aid Act, R.S.O. 1960, Chapter 117, as amended" and substituting therefor "The Elderly Persons' Housing Aid Act, R.S.O. 1970, chapter 141, as amended";
- (l) by deleting from the end of sub-paragraph (o) "The Elderly Persons Centres Act 1966, Chapter 50 of Statutes of Ontario 1966, as amended" and substituting therefor "The Elderly Persons Centres Act, R.S.O. 1970, chapter 140, as amended";
- (m) by deleting from the end of sub-paragraph (p) "The Homes for the Aged and Rest Homes Act, R.S.O. 1960, Chapter 174, as amended" and substituting therefor "The Homes for the Aged and Rest Homes Act, R.S.O. 1970, chapter 206, as amended";
- (n) by deleting from the end of sub-paragraph (q) "The Homes for Retarded Persons Act 1966, Chapter 65 of Statutes of Ontario 1966, as amended" and substituting therefor "The Homes for Retarded Persons Act, R.S.O. 1970, chapter 204, as amended";
- (o) by deleting from the end of sub-paragraph (r) "The Homemakers and Nurses Services Act, R.S.O. 1960, Chapter 173, as amended" and substituting therefor "The Homemakers and Nurses Services Act, R.S.O. 1970, chapter 203, as amended".

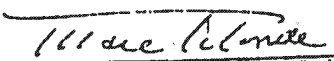
3. Schedule B to the original agreement as amended by amending agreement dated the eighth day of December 1971 is further amended by deleting from sub-paragraph (a) thereof "The General Welfare Assistance Act, R.S.O. 1960, Chapter 164, and Ontario Regulation 239/67, as amended" and substituting therefor "The General Welfare Assistance Act, R.S.O. 1970, chapter 192 and Regulation 383 of Revised Regulations of Ontario 1970, as amended".
4. Schedule C to the original agreement as amended by amending agreement dated the eighth day of December 1971 is further amended by:
 - (a) by deleting from sub-paragraph (a) thereof "The General Welfare Assistance Act, R.S.O. 1960, Chapter 164, and Ontario Regulation 239/67, as amended" and substituting therefor "The General Welfare Assistance Act, R.S.O. 1970, chapter 192, and Regulation 383 of Revised Regulations of Ontario 1970, as amended";
 - (b) by deleting from the end of sub-paragraph (b) thereof "The Child Welfare Act, 1965, Chapter 14 of Statutes of Ontario 1965, as amended" and substituting therefor "The Child Welfare Act, R.S.O. 1970, chapter 64, as amended";
 - (c) by deleting from the end of sub-paragraph (c) thereof "The Day Nurseries Act, 1966, Chapter 36 of Statutes of Ontario 1966, as amended" and substituting therefor "The Day Nurseries Act, R.S.O. 1970, chapter 104, as amended".

IN WITNESS WHEREOF this agreement has been signed on behalf of Canada by the Honourable the Minister of Indian Affairs and Northern Development and by the Honourable the Minister of National Health and Welfare this 21st day of January A.D. 1972

[Redacted]
Witness


Minister of Indian Affairs
and Northern Development

[Redacted]
Witness


Minister of National Health
and Welfare

s.19(1)

Page Five.

IN WITNESS WHEREOF this agreement has been signed on behalf
of Ontario by the Honourable the Minister of Community and Social
Services for Ontario this 13th day of July, A.D. 1972.

[Redacted]

Witness

René Bonelli
Minister of Community and Social
Services

MEMORANDUM OF AGREEMENT RESPECTING WELFARE PROGRAMS FOR INDIANS

MADE THIS 4th DAY OF August A.D. 1981.

B E T W E E N

THE GOVERNMENT OF CANADA, represented by the Minister of Indian and Northern Affairs and the Minister of National Health and Welfare (hereinafter called "Canada")

of the FIRST PART

AND

THE GOVERNMENT OF THE PROVINCE OF ONTARIO, represented by the Minister of Community and Social Services for Ontario (hereinafter called "Ontario")

WHEREAS an agreement effective from the 1st day of December 1965 (hereinafter called the "Original Agreement") was entered into between the parties hereto respecting welfare programs for Indians in the Province of Ontario;

AND WHEREAS the Original Agreement was amended by amending agreements dated the 8th day of December 1971 and the 13th day of July 1972;

AND WHEREAS the parties hereto desire to further amend the Original Agreement;

NOW THEREFORE this agreement witnesseth that in consideration of the premises, the parties hereto agree as follows:

1. Schedule A to the Original Agreement as amended by amending agreements dated the 8th day of December 1971 and the 13th day of July 1972 is further amended:
 - a) by deleting sub-paragraph (e) therefrom;
 - b) by deleting sub-paragraph (f) therefrom;
 - c) by deleting from the end of sub-paragraph (j) "The Child Welfare Act, R.S.O. 1970, Chapter 64, as amended" and substituting therefor, "The Child Welfare Act, 1978, S.O. 1978, Chapter 85, as amended".
 - d) by deleting from the end of sub-paragraph (k) "The Children's Boarding Homes Act, R.S.O. 1970, Chapter 65, as amended" and substituting therefor, "The Children's Residential Services Act, 1978, S.O. 1978, Chapter 70, as amended".
 - e) by deleting from the end of sub-paragraph (l) "The Children's Institutions Act, R.S.O. 1970, Chapter 66, as amended" and substituting therefor, "The Children's Institutions Act, 1978, S.O. 1978, Chapter 69, as amended".
 - f) by deleting from the end of sub-paragraph (m) "The Day Nurseries Act, R.S.O. 1970, Chapter 104, as amended" and substituting therefor, "The Day Nurseries Act, 1978, S.O. 1978, Chapter 72, as amended".

2. Schedule C to the Original Agreement as amended by amending agreements dated the 8th day of December 1971 and the 13th day of July 1972 is further amended:

a) by deleting from the end of sub-paragraph (b) thereof "The Child Welfare Act, R.S.O. 1970, Chapter 64, as amended" and substituting therefor, "The Child Welfare Act 1978, S.O. 1978, Chapter 85, as amended".

b) by deleting from the end of sub-paragraph (c) thereof "The Day Nurseries Act, R.S.O. 1970, Chapter 104, as amended" and substituting therefor, "The Day Nurseries Act, 1978, S.O. 1978, Chapter 72, amended".

IN WITNESS WHEREOF this agreement has been signed on behalf of Canada by the Honourable Minister of Indian and Northern Affairs and by the Honourable Minister of National Health and Welfare and on behalf of the Province of Ontario by the Honourable Minister of Community and Social Services.

[Redacted signature area]

WITNESS

[Signature]

MINISTER OF INDIAN AND NORTHERN AFFAIRS

[Redacted signature area]

WITNESS

[Signature]
MINISTER OF NATIONAL HEALTH AND WELFARE

[Redacted signature area]

WITNESS

[Signature]
MINISTER OF COMMUNITY AND SOCIAL SERVICES FOR ONTARIO

[Redacted signature area]

MEMORANDUM OF AGREEMENT RESPECTING WELFARE PROGRAMS FOR INDIANS

BETWEEN: THE GOVERNMENT OF CANADA as
represented by the Minister of Indian Affairs and
Northern Development ("Canada")

OF THE FIRST PART

AND: THE GOVERNMENT OF ONTARIO as
represented by the Minister of Community and
Social Services ("Ontario")

OF THE SECOND PART

Whereas the parties entered into an agreement effective December 1, 1965 respecting welfare programs for Indians in the Province of Ontario (hereinafter referred to as the "original agreement");

And Whereas the original agreement was amended by amending agreements dated December 8, 1971, July 13, 1972 and August 4, 1981;

And Whereas the parties, in accordance with clause 7 of the original agreement, desire to amend the schedules to the original agreement to incorporate changes occasioned by the passage of the Ontario Works Act, 1997, being Schedule A to S.O. 1997, c. 25 (hereinafter referred to as the Ontario Works Act, 1997).

NOW THEREFORE the parties agree as follows:

1. Schedule A to the original agreement as amended by amending agreements dated December 8, 1971, July 13, 1972 and August 4, 1981 is amended by adding after sub-paragraph (d), the following sub-paragraph:

"(d.1) assistance provided under and in accordance with the Ontario Works Act, 1997, and regulations made under that Act;"

2. Schedule B to the original agreement as amended by amending agreements dated December 8, 1971 and July 13, 1972 is amended by:

- a) striking out the period after the words "incentive allowances" in sub-paragraph (a) and by substituting "; and"; and
- b) adding after the word "and" in sub-paragraph (a), the following sub-paragraph:

"(b) the following classes of assistance provided under and in accordance with the Ontario Works Act, 1997, and regulations made under that Act:

- (i) employment assistance,
- (ii) basic financial assistance."

3. Schedule C to the original agreement as amended by amending agreements dated December 8, 1971, July 13, 1972 and August 4, 1981 is amended by:
 - a) adding after sub-paragraph (a), the following sub-paragraph:

“(a.1) related to the provision and administration of the classes of assistance provided under and in accordance with the Ontario Works Act, 1997, and regulations made under that Act, as set forth in sub-paragraph (b) of Schedule B to this Agreement,”; and
 - b) adding after the word “assistance” in sub-clause (1), the following sub-clause:

“(1.1) determination of eligibility for assistance provided under the Ontario Works Act, 1997, and regulations made under that Act;”


4. Schedule D to the original agreement is amended by:
 - a) adding after “(a)” in the second line of sub-paragraph (a), the words “and the assistance set forth in sub-paragraph (b)”;
 - b) deleting “(a)” after the word “sub-paragraph” in the first line of sub-paragraph (b) and substituting “(a) and (a.1)” instead.

5. Schedule E to the original agreement is amended by:
 - a) renaming Part 1 as “Assistance Costs” instead of “Financial Assistance Costs”; and
 - b) adding after the words “sub-paragraph (a)” in Part 1, the words “and assistance provided under sub-paragraph (b)”.

6. This amending agreement shall become effective the date the Ontario Works Act, 1997 is proclaimed in force.


IN WITNESS WHEREOF this agreement has been signed on behalf of Canada by the Minister of Indian Affairs and Northern Development and on behalf of the Province of Ontario by the Minister of Community and Social Services.

WITNESS

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MINISTER OF INDIAN AFFAIRS
AND NORTHERN DEVELOPMENT

DATED AT Ottawa this 21 day of October, 1998

WITNESS

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)
)

MINISTER OF COMMUNITY AND
SOCIAL SERVICES

DATED AT TORONTO this 26th day of MAY, 1998

19 85 281

LETTER OF UNDERSTANDING

**BETWEEN: DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA
(DIAND) AND**

**YUKON GOVERNMENT, DEPARTMENT OF HEALTH AND SOCIAL
SERVICES (H&SS)**

1.0 PURPOSE:

The purpose of this Letter of Understanding is to set out the terms of an interim arrangement between DIAND and H&SS for the reimbursement by DIAND to H&SS of amounts, for social services provided to registered status Indians in the Yukon by H&SS, that are not being disputed as to their eligibility. The objective of the Letter of Understanding is to set out a billing and payment mechanism for these social services, and to define the services and applicable amounts to be paid. This Letter of Understanding is intended to reflect the arrangement currently in practice, and will be replaced by the formal agreement to be negotiated.

There are social services delivered by H&SS that are currently under dispute between DIAND and H&SS. The dispute surrounds both the eligibility of certain services and the rate charged DIAND for some services. These payments are not covered by this Letter of Understanding. DIAND and H&SS will continue to pursue diligently the resolution of the matters under dispute. The services and/or rates that are in dispute are listed in Annex A.

2.0 DEFINITIONS:

Status Indian - means an individual registered or entitled to be registered under the Indian Act R.S.C., 1985, c.I-5.

3.0 ELIGIBLE SERVICES (*Not in Dispute*)

- 3.1 Under Schedule A of the Yukon Social Assistance Regulations - Items of Basic Maintenance; excluding the Territorial Supplementary Allowance;
- 3.2 Under Schedule B of the Yukon Social Assistance Regulations - Items of Supplementary Need; excluding rehabilitation allowance and repairs, alterations or additions to property;
- 3.3 Other Benefits including approved women's transition homes, approved adult care facilities, and the undisputed portion of Child Welfare services. Annex B lists the approved transition homes and adult care facilities.

4.0 PAYMENT AND RATES FOR ELIGIBLE SOCIAL SERVICES

H&SS agrees to submit invoices generally on a monthly basis, or another regular pattern as agreed to, for social services provided by H&SS to registered status Indians for those services provided and listed in section 3.0. DIAND agrees to make payments on invoices within thirty days of receipt. The payments will be up to the amounts not in dispute. These rate provisions upon which the payments are calculated and made, may not be final, (as noted in Annex A) and may be revised as agreed by DIAND and H&SS.

5.0 INVOICE REVIEW/AUDIT PROVISIONS

DIAND reserves the right to request and receive additional materials or backup materials to justify the invoices provided and/or to audit the information upon which invoices are based. H&SS will make every attempt to provide the requested material in a timely and comprehensive manner based on a mutually agreed to schedule.

6.0 EFFECTIVE DATE

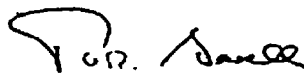
This Letter of Understanding is effective upon signing, and shall be applied retroactively to April 1, 1993. It is to be considered ongoing, with yearly renewals and reviews as deemed necessary by both DIAND and H&SS.

7.0 AMENDMENTS

This Letter of Understanding may be amended by DIAND and H&SS, upon agreement by both parties. It may be replaced by DIAND and/or H&SS with reasonable notice.

On behalf of the Department of Indian and Northern Affairs Canada

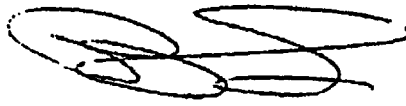
Terry Sewell
Regional Director General
Indian and Northern Affairs Canada
Yukon Region



T. Sewell
22 May 99

On behalf of Yukon Government, Department of Health and Social Services

Bruce McLennan
Deputy Minister
Health and Social Services
Government of Yukon



mg 27/99

ANNEX A : AREAS OF DISPUTE

- review

1) Eligible Programs or Facilities

- ~~Thompson Centre continuing care facility - level of care~~
- Home Care program - level of care
- Watson Lake Shelter for abused women
- Supported Independent Living and programs for disabled adults

2) Eligible Rates

Methods of calculating interim and final rates, legitimate component costs in some cases, and actual *per diems* for both operations and maintenance components, for each program for each year.

- Child Welfare
- "Kaushee's Place" (Yukon Women's Transition Home) shelter for abused women
- Dawson Women's Shelter
- Macauley Lodge continuing care facility
- McDonald Lodge continuing care facility
- programs and facilities in section 1 above

3) Eligible Clients

- Clients with special needs receiving social assistance at special needs rates
- Inuit clients or Inuit dependants
- Clients or dependants who are not known by H&SS to be registered Indians at the time of service provision but who later provide evidence they were registered
- Clients who are not registered Indians at the time of service, but who have applied to be registered and are later accepted
- Clients who are not registered Indians at the time of service and who have not applied, but are eligible to be registered
- Clients who are wards of the court under the Young Offenders Act

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ANNEX B

Approved Transition Homes and Adult Care Facilities

⇒ **Listed Women's Transition Homes** are Kaushee's Place and Dawson Shelter

⇒ **Listed Adult Care Facilities** are Macaulay Lodge and MacDonald Lodge