

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

Witness

Tom Siddon

Tom Siddon
Minister of Indian Affairs and Northern Development

Signed on the 17th day
of December, 1991

J. Pauline Nealen

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 JPH

NA Zaver

Witness

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

[Signature]
James D. Horsman

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.