PRESIDENT

The Honourable Mr. ROBLIN
Mr. EVANS
Mr. MCLEAN
Mr. CARROLL
Mr. HUTTON
Mr. WEBR
Mr. BAILEY
Mr. SWELLE
Mr. STEINKOFF
Mr. 
Mr. 
Mr. 
Mr. 
Mr. 

ON MATTERS OF STATE

To His Honour the Lieutenant-Governor-in-Council

The undersigned, the Minister of Welfare, submits for approval of Council a report setting forth that:

WHEREAS Section 12 of the Department of Welfare Act, being Chapter 67 of the Statutes of Manitoba, 1961, provides as follows:

"12. (1) Where the Governor-General-in-Council or any person, institution, foundation, association, society, or other organization, (in this section called "the grantor") will, under an Act of the Legislature of Canada or otherwise, make a grant or gift of moneys to the Government of Manitoba for the promotion, advancement, improvement, protection, or security, in any way, of the welfare of citizens of the province, the minister, acting for and on behalf of the government, may, subject to subsection (3), enter into an agreement with the grantor respecting the purposes for which, and the terms and conditions on which, the moneys shall be received and expended by the government.

(2) Where an Act of the Legislature has authorized the making of a grant or gift of moneys, to be paid from and out of the Consolidated Fund, to any person, institution, foundation, association, society, or other organization (in this section called "the grantee") for the promotion, advancement, improvement, protection, or security, in any way, of the welfare of citizens of the province, the minister may prescribe the specific purposes for which, and the terms and conditions on which, the moneys shall be received and expended by the grantee, and may require the grantee to enter into an agreement with respect thereto in such form as the minister requires; and the minister, acting for and on behalf of the government, may, subject to subsection (3), enter into such an agreement with the grantee.

(3) The minister shall not enter into an agreement under subsection (1) or (2) unless, before the execution thereof by him, it is been approved by order of the Lieutenant-Governor-in-Council."

AND WHEREAS the Government of Canada and the Government of Manitoba are desirous of entering into an agreement to provide that the Children's Aid Societies of Western, Central and Eastern Manitoba shall continue to perform, carry out, and provide their services to, for and on behalf of Indians residing on Indian reserves lying within the boundaries of the said Societies, or within the boundaries as they may be changed from time to time under provisions of the Child Welfare Act;

AND WHEREAS for the purpose aforesaid it is deemed advisable and expedient that the Government of Manitoba enter into an agreement...
in the form set out in the schedule hereto, or an agreement to the like effect, with the Government of Canada, or a minister thereof authorized for that purpose, to provide for payment by the Government of Canada to the Government of Manitoba.

WHEREAS it is deemed advisable and expedient to authorize the minister of Welfare to enter into and execute such an agreement for and on behalf of the Government of Manitoba.
MEMORANDUM OF AGREEMENT MADE THIS ______ DAY OF ______

19____ BETWEEN

THE GOVERNMENT OF CANADA AS REPRESENTED BY THE MINISTER OF NORTHERN AFFAIRS AND NATIONAL RESOURCES, HEREINAFTER REFERRED TO AS "CANADA",

OF THE FIRST PART

AND

THE GOVERNMENT OF THE PROVINCE OF MANITOBA AS REPRESENTED BY THE MINISTER OF WELFARE, HEREINAFTER REFERRED TO AS "MANITOBA"

OF THE SECOND PART.

WHEREAS Canada and Manitoba are desirous of entering into an agreement to provide that the Children's Aid Societies of Western, Central and Eastern Manitoba shall continue to perform, carry out, and provide their services to, for and on behalf of Indians residing on Indian reserves lying within the boundaries or Indians residing within the boundaries described in the articles of incorporation of the said Societies, or within the boundaries as they may be changed from time to time under provisions of the Child Welfare Act.

NOW, THEREFORE, this agreement witnesseth that in consideration of the premises and the mutual covenants and agreements herein contained the parties hereto hereby covenant and agree each with the other as follows:

1. In this agreement,

(a) "Child Welfare Act" means the Child Welfare Act, Revised Statutes of Manitoba 1954, Chapter 35, as amended;

(b) "Indian" means a person who

(i) pursuant to the Indian Act, Revised Statutes of Canada 1952, Chapter 149, is registered as Indian or is entitled to be registered as an Indian, and

(ii) resides on an Indian reserve lying within the boundaries of the Societies, or

(iii) resides within the boundaries of the Societies and has not established residence in a place other than an Indian reserve;
(c) "per diem maintenance cost" means the amount determined from time to time by the Welfare Advisory Committee pursuant to Subsection (8) of Section 34 of the Child Welfare Act in respect of the care of each child in charge of, or committed to the care and custody of the Societies, for each day that the charge or the care and custody continues.

(d) "per diem service supervision cost" means the amount determined from time to time by the Societies in respect of the supervision of each child in charge of or committed to care and custody of such Society for each day that the charge or care and custody continues.

(e) "Society" means the Children's Aid Society of Western Manitoba, the Children's Aid Society of Central Manitoba, the Children's Aid Society of Eastern Manitoba, serving the areas in the province as outlined in the articles of incorporation of each of the said Societies and incorporated under the provisions of the Child Welfare Act, or as the areas served by each of the said Societies may be changed from time to time under the provisions of the Child Welfare Act.

(f) "total cost of administration and service" means the necessary and reasonable costs incurred each year by the Societies in carrying out the work of the said Societies, and including -

(i) Salaries paid to administrative, supervisory, field, community education, clerical, accounting, and maintenance staffs and other persons directly employed by the Societies.

(ii) Pension contributions, staff insurance, workmen's compensation, including employer's liability and fidelity insurance.
(iii) Professional education, staff training and the cost of attending conferences, institutes, training courses and conventions.

(iv) Staff recruitment, including advertising and moving expenses.

(v) Professional services and fees.

(vi) Emergency family assistance.

(vii) Supervision and investigation fees paid to other agencies.

(viii) Transportation and travel including mileage allowances, leasing, renting of motor vehicles, operating and insuring motor vehicles leased, rented, or owned by the Society and an allowance for the depreciation of the owned motor vehicles.

(ix) Accommodation, including rent, maintenance, taxes, light, heat, water, property and public liability and fire insurance, the maintenance of office buildings and an allowance for the depreciation thereof.

(x) General office expenses including audit, bank charges, postage, telephone, telegraph, stationery, office supplies, classified advertising and repairs to office furnishings and equipment and an allowance for the depreciation of the furnishings and equipment.

(xi) Publicity, public relations, community education and campaigns including annual and other meetings.

(xii) Membership fees of the Society in organizations and library expenses including subscriptions to periodicals.

(xiii) Minor miscellaneous services and supplies.

(g) "Fiscal year" means a period commencing the first day of April in any given year and ending the 31st day of March the following year.
2. (a) Manitoba shall require the Societies to provide, perform and carry out to, for and on behalf of Indians, those services that it provides, performs, and carries out under the Child Welfare Act, including ward and non-ward care and adoption services; family services for the protection of children and services to unmarried parents.

(b) Notwithstanding the foregoing no services shall be extended to an Indian Band in Manitoba unless the Council of the Band has signified its concurrence.

3. (a) Where an Indian child has been committed to the care and custody of a Society by a court having jurisdiction for that purpose, Canada shall, on the production to it of the committal order or a copy thereof, pay to Manitoba the per diem maintenance cost and the per diem service supervision cost for the care of such child.

(b) Where an Indian child has been placed in the charge of a Society, Canada shall pay to Manitoba the per diem maintenance cost and the per diem service supervision cost for the care of such child.

4. (a) Canada shall reimburse Manitoba the full amount of any expenditures or accounts that exceed $25.00 for medical, dental, optical and drug costs incurred by the Societies covering any one illness, corrective measure for an Indian child in the charge of the Society pursuant to Paragraph 3 (b).

(b) Canada shall pay to Manitoba each year the cost to Manitoba for that year in providing the medical, dental, optical and drug care not included in the per diem maintenance cost provided for an Indian child pursuant to Paragraph 3 (a), and exclusive of the hospitalization costs.

The costs of such care shall include:

(i) the monthly per capita premium paid by Manitoba to the Manitoba Medical Services for registrants of medicare;
(ii) the actual cost of dental care provided to
Indian children paid by Manitoba to dentists
through the Manitoba Dental Service;

(iii) the average per capita monthly cost of
providing optical and drug care to a registrant
of medicare. This average per capita monthly cost
shall be calculated by dividing the total cost to
Manitoba of such care for that year by the total
number of registrant months of care provided
during that year.

5. Canada shall pay to Manitoba each year the cost to each Society for that
year of providing, performing and carrying out its family protection and
unmarried parents services for and on behalf of Indians, such cost to be
determined in the following manner, that is to say, by dividing the amount
of time spent by each Society during the year in performing, carrying out and
providing its family protection and unmarried parents services to, for and on
behalf of Indians by the total amount of time spent by each Society during that
year in performing, carrying out and providing its total services to, for and
on behalf of all children in the care of the Society, and all its clients,
including Indians, and multiplying the quotient by the total cost of administra-
tion and service for that year, provided, however, Canada’s liability under
this paragraph shall not exceed $50,000 in any one year.

6. If it appears that the cost to the Societies in any year for providing,
performing and carrying out family protection and unmarried parents services
referred to in Paragraph 2 hereof to, for and on behalf of the Indians, as
determined pursuant to Paragraph 5 hereof, may exceed the amount of $50,000
the amount of Canada’s maximum liability may be increased by agreement
between the Minister of Northern Affairs and National Resources for Canada and
The Minister of Welfare for Manitoba.
7. Pursuant to Paragraph 5 and Paragraph 4(b) hereof Manitoba shall on or before the first day of August submit to Canada a claim for the preceding fiscal year.

8. (a) Manitoba may submit to Canada from time to time a requisition for advances to be applied to the costs of the Societies performing, carrying out and providing family protection and unmarried parents services referred to in Paragraphs 2 and 5 hereof.

(b) Canada may approve payment in full or in part of any requisition for such advances and such payments shall be credited to Canada by Manitoba towards the payment of the claims under Paragraph 7 hereof. In the event that the total amount of the payments advanced by Canada to Manitoba under this paragraph exceeds the total amount of the claim of Manitoba under Paragraph 7, Manitoba shall pay such excess to Canada.

9. Where an unmarried, pregnant Indian woman is cared by Homes established in the Province of Manitoba for that purpose, or other boarding house, and where Manitoba has covered the cost of such care out of its own funds, Canada shall reimburse Manitoba the regular rate charged by such home or boarding house, as the case may be, for the care of such Indian woman.

10. The staff of the Societies or the staff of the Director of Welfare of Manitoba, shall have access to the Indian reserves lying within the boundaries described in the articles of incorporation of the Societies for the purpose of performing, providing and carrying out their services to, for and on behalf of the Indians.

11. The Minister of Northern Affairs and National Resources or any person appointed by him shall be entitled to have access at all convenient times to any records, documents, books and accounts of Manitoba relating to the operations of the Societies and is entitled to require from Manitoba such information and explanations as the Minister or such person deems necessary.
12. Manitoba will undertake to provide the material requested by Canada for record purposes and will be responsible for ascertaining and vouching for the method and application of the cost determining factors of the Societies.

13. This agreement shall remain in force for a term of one year from April 1st, 1965, and shall renew itself automatically from year to year thereafter unless written notice of termination is given by either party hereto to the other at least ninety days prior to the expiration of the said term or any renewal.

14. Any notice pursuant to Paragraph 13 hereof may be communicated as follows:
   (a) To Canada by registered mail addressed to the Minister of Northern Affairs and National Resources at Ottawa, and
   (b) To Manitoba by registered mail addressed to the Minister of Welfare at Winnipeg.

15. It is understood and agreed that upon the execution of this agreement the parties hereto hereby release each other from the covenants and provisions of an agreement entered into between the parties on the 10th day of January 1962.

IN WITNESS WHEREOF the Honourable Minister of Northern Affairs and National Resources, has hereunto set his hand on behalf of the Government of Canada and the Honourable John B. Carroll, Minister of Welfare of Manitoba, has hereunto set his hand on behalf of the Government of the Province of Manitoba.

Signed on behalf of the Government of Canada by the Honourable

Minister of Northern Affairs and National Resources in the presence of

__________________________
Minister of Northern Affairs and National Resources.

Signed on behalf of the Government of the Province of Manitoba by the Honourable John B. Carroll, Minister of Welfare in the presence of

__________________________
Minister of Welfare
THEREFORE he, the Minister, recommends:

1. THAT the Government of Manitoba do enter into an agreement in the form set out in the Schedule hereto, or an agreement to the like effect, with the Government of Canada.

2. THAT the minister of Welfare be authorized to enter into, and execute, such an agreement for and on behalf of the Government of Manitoba.

Submitted and Recommended

[Signature]

Minister of Welfare

Upon consideration of the foregoing report and recommendation Council advises that it be done as recommended by the Honourable the Minister of Welfare; and His Honour the Lieutenant-Governor-in-Council is pleased to approve the said report and recommendation and doth order accordingly.

[Signature]

President of the Council

or

Presiding Member of the Executive Council.
Day of June AD 1966

The Lieutenant-Governor the
approved and ordered by His Honour
AD 1966, the 29th day of June
approved and submitted by Council

To Indiana.

By the Lieutenant-Governor of
Canada and the Province of

Subject:

ON MATTERS OF STATE

The Province of Manitoba

Of

The Lieutenant-Governor-in-Council

I hereby certify that the within instrument is a true and correct copy of Order-in-C Council No. 88/1066

Given under my hand and seal of Office at the City of Winnipeg in Manitoba,
this day of June, A.D. 1919

Clerk of the Executive Council.