

**Carcross/Tagish First Nation Programs and Services Transfer Agreement
Respecting the Indian And Inuit Affairs Program
and the First Nations and Inuit Health Branch of the Government of Canada**

The negotiators for the parties have concluded the negotiation of the Carcross/Tagish First Nation Programs and Services Transfer Agreement Respecting the Indian And Inuit Affairs Program and the First Nations and Inuit Health Branch of the Government of Canada, and intend to recommend the Agreement to their principals for approval. The Agreement is identified on each page by the footer "INITIALLED October 30, 2003".

Dated October 30, 2003 at Carcross, Yukon.

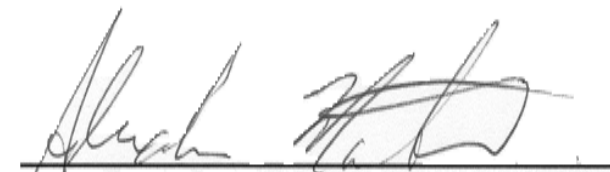


Mark Wedge

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Carcross/Tagish First Nation

(BYS)



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Assistant Implementation Negotiator

Government of Canada

**THE CARCROSS/TAGISH FIRST NATION
PROGRAMS AND SERVICES TRANSFER AGREEMENT
RESPECTING
THE INDIAN AND INUIT AFFAIRS PROGRAM
AND
THE FIRST NATIONS AND INUIT HEALTH BRANCH
OF
THE GOVERNMENT OF CANADA**

THIS AGREEMENT made as of the ___ day of _____, 200__.

BETWEEN:

The Government of Canada, represented herein by
the Minister of Indian Affairs and Northern Development
(hereinafter called "Canada")

AND:

The Carcross/Tagish First Nation represented herein by the
Khà Shâde Hèni of the Carcross/Tagish First Nation
(hereinafter called the "First Nation")

being collectively the parties (the "Parties") to this Agreement.

WHEREAS:

The First Nation, Canada and the Government of Yukon have signed the Carcross/Tagish
First Nation Self-Government Agreement on the _____ day of _____, 200__;

The Carcross/Tagish First Nation Self-Government Agreement provides in 16.1 that
Canada and the First Nation shall negotiate a financial transfer agreement, and Canada
and the First Nation have signed the Carcross/Tagish First Nation Self-Government
Financial Transfer Agreement on the _____ day of _____, 200__;

The Carcross/Tagish First Nation Self-Government Agreement provides in 17.1 that
Government and the First Nation shall negotiate the assumption of responsibility for the
management, administration and delivery of programs and services within the jurisdiction
of the First Nation, in accordance with priorities identified by the First Nation;

The First Nation and Canada wish to provide for the assumption of responsibility for the management, administration and delivery by the First Nation of the programs and services described in this Agreement, as of the effective date of the Carcross/Tagish First Nation Self-Government Financial Transfer Agreement; and

The First Nation and Canada have authorized their representatives to sign this Agreement;

NOW THEREFORE, in consideration of the terms, exchange of promises, conditions, and provisos set out herein, the Parties agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following definitions shall apply:

“Accessed Programs and Services” has the meaning assigned to it in the SGFTA;

“Annual Adjustors” has the meaning assigned to it in Annex A of the SGFTA;

“Annual Price Adjustor” has the meaning assigned to it in Annex A of the SGFTA;

“Annual Price and Population Adjustor” has the meaning assigned to it in Annex A of the SGFTA;

“Base Funding” has the meaning assigned to it in Annex A of the SGFTA;

“Citizen” has the meaning assigned to it in the SGA;

“Final Agreement” means the First Nation Final Agreement among Canada, Carcross/Tagish First Nation and Yukon dated the ____day of _____, 200__;

“Fiscal Year” has the meaning assigned to it in the SGFTA;

“Initial Accessed Programs and Services” means the Accessed Programs and Services identified and described in Appendix A and Appendix B to this Agreement;

“Initial Value” has the meaning assigned to it in Annex A of the SGFTA;

“On-Going Funding” has the meaning assigned to it in Annex A of the SGFTA;

“Program and Services Transfer Agreement” has the meaning assigned to it in the SGFTA;

“Regional Intake Program” means Social Assistance and Social Services, as identified and described in Appendix A 1.1.6, to Status Indians who are resident of Whitehorse

and who are not eligible to receive Social Assistance and Social Services from the Kwanlin Dun First Nation or the Ta'an Kwach'an Council;

“SGA” means the Carcross/Tagish First Nation Self-Government Agreement;

“SGFTA” means the Self-Government Financial Transfer Agreement dated the ___ day of _____, 200__ between the First Nation and Canada;

“Source Agreement” has the meaning assigned to it in Annex A of the SGFTA;

“Source Agreement Value” has the meaning assigned to it in Annex A of the SGFTA;

“Status Indian” means a person who is registered as an Indian under the *Indian Act (Canada)*; and

“Yukon” means the Government of Yukon.

- 1.2 Where there is any inconsistency or conflict between the provisions of this Agreement and the provisions of the SGA, the provisions of the SGA shall prevail to the extent of the inconsistency or conflict.
- 1.3 This Agreement shall be interpreted according to the *Interpretation Act (Canada)* with such modifications as the circumstances require.
- 1.4 Any reference in this Agreement to an Act or a provision of an Act includes that Act or provision and any regulations made thereunder as amended from time to time.

2.0 GENERAL

- 2.1 This Agreement is a Source Agreement, and a Programs and Services Transfer Agreement.
- 2.2 This Agreement shall not affect:
 - 2.2.1 the responsibility of any Party for any program or service which is not an Initial Accessed Program or Service;
 - 2.2.2 the ability of the First Nation to assume responsibility, in accordance with 17.0 of the SGA, for any program or service which is not an Initial Accessed Program or Service; or
 - 2.2.3 the ability of a Citizen of the First Nation to access any program or service of Canada which is not an Initial Accessed Program or Service.

3.0 ACCESSED PROGRAMS AND SERVICES

3.1 The First Nation shall assume responsibility:

3.1.1 in relation to its Citizens in the Yukon Territory who are Status Indians, for the management, administration and delivery of the Initial Accessed Programs and Services identified and described in Appendix A - Indian and Inuit Affairs Program; and

3.1.2 in relation to its Citizens in the Yukon Territory who are Status Indians, for the management, administration and delivery of the Initial Accessed Programs and Services identified and described in Appendix B - First Nations and Inuit Health Branch, Department of Health;

all of which Appendices form a part of this Agreement.

3.2 For greater certainty:

3.2.1 the First Nation acknowledges that Canada shall no longer manage, administer or deliver the Initial Accessed Programs and Services after the effective date of this Agreement;

3.2.2 the First Nation shall have the responsibility to manage the resource impacts of mobility of Citizens between itself and other Yukon First Nations, in respect of the Initial Accessed Programs and Services; and

3.2.3 the First Nation does not assume responsibility pursuant to this Agreement for the Regional Intake Program of the Indian and Inuit Affairs Program, Yukon Region.

4.0 SOURCE AGREEMENT VALUES

Direct Costs

4.1 The following amounts are the Source Agreement Values to be added to the Base Funding provided by Canada to the First Nation in respect of direct costs for the Initial Accessed Programs and Services:

4.1.1 the sum of **\$ 2,049,925** (2002 constant dollars) as On-Going Funding, in respect of the Initial Accessed Programs and Services described in Appendix A of this Agreement;

- 4.1.2 the sum of **\$ 328,950** (2002 constant dollars) as On-Going Funding, in respect of the Initial Accessed Programs and Services described in Appendix B of this Agreement;
- 4.1.3 upon the coming into effect of this Agreement, the sum of **\$ 10,432** (2003 constant dollars) as On-Going Funding, in respect of the Initial Accessed Programs and Services described in Appendix A of this Agreement;
- 4.1.4 in Fiscal Year 2004-05, or upon the coming into effect of this Agreement if later than Fiscal Year 2004-05, the sum of **\$ 10,432** (2004 constant dollars) as On-Going Funding, in respect of the Initial Accessed Programs and Services described in Appendix A of this Agreement.

Indirect Costs

- 4.2 The amount of **\$ 330,769** (2002 constant dollars) is the Source Agreement Value to be added to the Base Funding provided by Canada to the First Nation as On-Going Funding in respect of indirect costs, which sum represents a share of the financial resources allocated to the Indian and Inuit Affairs Program, Department of Indian Affairs and Northern Development, Yukon Region, for its costs associated with its operations and maintenance, and salaries and benefits.
- 4.3 The amount set out in 4.2 is included in this Agreement without prejudice to a determination by the Parties of any amount which may be payable to the First Nation in final settlement of the indirect costs of Canada for programs and services of the Indian and Inuit Affairs Program, Yukon Region, for which responsibility is assumed by the First Nation under or following this Agreement, and with the proviso that the amount set out in 4.2 may be adjusted up or down as a result of any final settlement of indirect costs.
- 4.4 Canada and the First Nation undertake to complete, as part of the review discussions pursuant to 14.1 or 14.2 of the First Nation Self-Government Financial Transfer Agreement, a joint review of Canada's indirect costs identified in 4.2 in connection with the programs and services of the Indian and Inuit Affairs Program, Yukon Region, including headquarters costs, and further undertake to consider those findings for negotiation, and for application in respect of other federal departments and agencies, as the Parties may further agree.
- 4.5 The amount of **\$ 24,293** (2002 constant dollars) is the Source Agreement Value to be added to the Base Funding provided by Canada to the First Nation as On-Going Funding in respect of indirect costs for the Initial Accessed Programs and Services identified and described in Appendix A of this Agreement.

- 4.6 The amount of **\$ 17,063** (2002 constant dollars) is the Source Agreement Value to be added to the Base Funding provided by Canada to the First Nation as On-Going Funding in respect of indirect costs, which sum represents the indirect costs to the First Nations and Inuit Health Branch, Department of Health, Yukon Region, for the management, administration and delivery of all First Nations and Inuit Health Branch programs to the First Nation, including but not limited to those identified and described in Appendix B of this Agreement.

Amounts Incorporated in SGFTA

- 4.7 In accordance with 5.1 of the SGFTA and 3.2 of Annex A of the SGFTA, Table 1 of the SGFTA shall incorporate the amounts specified in 4.1, 4.2, 4.5 and 4.6 of this Agreement, all of which shall be paid in accordance with the SGFTA.

5.0 ANNUAL ADJUSTORS

- 5.1 The Annual Price Adjustor shall be applied to the Source Agreement Values set out in 4.1, 4.2 and 4.6 to determine their respective Initial Values in the SGFTA, and the Annual Price and Population Adjustor shall be applied to those Initial Values for each Fiscal Year of the SGFTA thereafter.
- 5.2 The Annual Price Adjustor shall be applied to the Source Agreement Value set out in 4.5 to determine the Initial Value for the first Fiscal Year of the SGFTA, and the Annual Price Adjustor shall be applied to that Initial Value for each Fiscal Year of the SGFTA thereafter.

6.0 OTHER MEASURES

- 6.1 In addition to the amounts specified in 4.0 of this Agreement, Canada shall pay to the First Nation at the time the first installment under the SGFTA is paid following the execution of this Agreement:
- 6.1.1 the sum of **\$100,000** (2004 constant dollars), to address one-time and transitional costs associated with the assumption of responsibility for the Initial Accessed Programs and Services identified and described in Appendix B; and
- 6.2 Canada and the First Nation shall cooperate in the development and maintenance of community health statistics, subject to maintaining client confidentiality, and, as the Parties may agree, in the evaluation of health programs and services.

7.0 TERMS AND CONDITIONS

7.1 Terms and conditions applicable to the Initial Accessed Programs and Services identified and described in Appendix A are set out in that Appendix.

8.0 IMPLEMENTATION

8.1 An implementation plan shall not be prepared for or included in this Agreement.

9.0 INDEMNIFICATION

9.1 For greater certainty, 16.0 of the SGFTA applies to this Agreement and and this provision shall survive the termination or expiration of this Agreement.

10.0 TERM OF THIS AGREEMENT

10.1 This Agreement shall come into effect on the effective date of the SGFTA and shall continue in effect until the SGFTA expires according to its terms.

11.0 REVIEW AND AMENDMENT

11.1 The assumption of responsibility and transfer of resources for the Initial Accessed Programs and Services shall be included in the reviews described in 6.6 of the SGA and in 14.0 of the SGFTA.

11.2 Concurrent with the review described in 14.0 of the SGFTA, or at such earlier time as the First Nation and Canada may agree, Canada shall enter into discussions with the First Nation to identify any necessary adjustments to the financial arrangements made in this Agreement, and the appropriate mechanism to effect those adjustments, with respect to Status Indians who were not members of the predecessor *Indian Act* Band of the First Nation as of January 1, 2004 but who are Citizens of the First Nation.

11.3 This Agreement may be amended at any time by agreement of the Parties in writing executed by their duly authorized representatives.

12.0 SIGNING

12.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document, and the date of this Agreement shall be deemed to be the date on which the last Party signs.

SIGNED at _____, Yukon, the ____ day of _____, 2003.

Carcross/Tagish First Nation:

Witnesses:

Andy Carvill - Khà Shâde Hénì
Daklaweidi Clan

Mark Wedge
Deisheetaan Clan

Dan Cresswell
Ishkaahittan Clan

Bill Barrett Jr.
Gaanaxtedi Clan

Art Johns
Yan Yeidi Clan

Larry Barrett
Kookhittaan Clan

SIGNED at _____, Yukon, the ____ day of _____, 2003.

**Her Majesty the Queen in Right of
Canada:**

Witnesses:

The Honourable Robert D. Nault
Minister of Indian Affairs
and Northern Development

APPENDIX A**INDIAN AND INUIT AFFAIRS PROGRAM,
DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT****1.0 IDENTIFICATION AND DESCRIPTION**

- 1.1 Responsibility for management, administration and delivery of the following programs and services of the Indian and Inuit Affairs Program, Department of Indian Affairs and Northern Development, is assumed by the First Nation pursuant to this Agreement:

1.1.1 Band Management

- a) Program: Band Government

The management, administration and delivery of programs and services, and the government operations of the First Nation.

- b) Program: Careers

The career development process such as accounting and computer training, project management, conflict resolution and life skills.

- c) Program: Employee Benefits

Employer contributions to the Canada Pension Plan, employer-sponsored private pension plans and employer-sponsored group insurance and benefits (medical and dental insurance, group life insurance and disability insurance) in respect of persons engaged in the programs and services described in this Agreement, and persons engaged as a consequence of the Final Agreement and the Self-Government Agreement.

- d) Program: Indian/Inuit Management Development (IIMD)

The development of training plans and the provision of management training for Chief and Council and staff of the First Nation.

- e) Program: Consultation and Policy Development

First Nation participation in consultation activities as agreed upon by all regional Chiefs and the Indian and Inuit Affairs Program, Yukon Region, and regularly scheduled First Nation administrators' workshops with the Indian and Inuit Affairs Program.

f) Program: Tribal Council Funding

The provision of basic financial, technical, economic development and management advisory services to the First Nation, the operation and administration of programs and services managed, administered or delivered by a Tribal Council on behalf of member First Nations, and related employee benefits, and funding toward the cost of promotion and provision of summer student employment opportunities and the cost of administrative consultations with the Department of Indian Affairs.

1.1.2 Facility Operation and Maintenance

a) Program: Fire Protection

The operation and management of a fire protection program at the community level.

b) Program: Community Facilities

The operation and management of community capital facilities and services, including sanitation systems, roads and bridges, water systems, electrical systems, community buildings and other local government-type services, including services relating to the payment-in-lieu of taxes amount referred to in Table 1 of Annex A of the SGFTA.

1.1.3 Capital Infrastructure & Housing

a) Program: Capital Infrastructure

The planning, design, acquisition and construction of community capital facilities, such as water, sanitation, electrification, roads, community buildings, local government-type services and fire protection facilities. The maintenance and improvement of the health and safety of First Nation housing and capital facilities.

b) Program: Housing

The planning, design, construction, upgrading and renovation of housing.

1.1.4 Community Economic Development

a) Program: Community Economic Development (CED)

The pursuit of economic opportunities and initiatives.

1.1.5 Education

a) Program: Education Services

Counselling and guidance services, school supplies, cultural activities, and instructional supplies and equipment for students in Kindergarten to grade 12, within the community schools; community education liaison services.

b) Program: Graduation Clothing

Graduation clothing for secondary school students.

c) Program: Room and Board Allowances

Accommodation, winter clothing, and cost of living allowances for elementary and secondary school students who have to attend school outside of their home community as a result of the specific grade or course not being offered in their community.

1.1.6 Social Development

Social assistance and social services, which are currently delivered on the basis of Yukon Territory standards, to eligible recipients who are in need of financial assistance, care and support.

a) Program: Basic Needs and Special Needs

Food, clothing, shelter, personal items, household items, fuel, Elders' fuel and emergency allowances.

b) Program: Adult Care

Casual non-medical homemaker services for those requiring assistance in the home.

c) Program: Family Violence

The provision of supplementary funding, on the basis of funding proposals, to support initiatives designed to reduce the incidence and impact of family violence affecting Status Indians in the Yukon, such as: the holding of community workshops and the provision of individual support on anger management, spousal relationships and family violence prevention and aftercare, the provision of information about family violence and the availability of related services, and the exploration of safe house alternatives and the provision of general information and individual support on family violence prevention.

d) Program: Disabilities

The provision of supplementary funding, on the basis of funding proposals, to support initiatives designed to integrate Status Indians in the Yukon with disabilities into the community, such as: the provision of items not otherwise funded by Government and required by disabled individuals for safety and mobility and the provision of short-term employment.

e) Program: Service Delivery

Salaries, benefits, supplies, office rent, administration costs, telephone, travel and professional development.

2.0 TERMS AND CONDITIONS

2.1 Programs in relation to Basic Needs and Special Needs, and Adult Care identified in clauses a) and b) of section 1.1.6 of this Appendix A shall be delivered by the First Nation in accordance with:

2.1.1 an objective needs test;

2.1.2 a formally defined and publicly available benefits schedule specifying rates, conditions and criteria for eligibility;

2.1.3 provisions to ensure equitable treatment;

2.1.4 an impartial process for the appeal of administrative decisions; and

2.1.5 procedures to ensure confidentiality of client information.

APPENDIX B**FIRST NATIONS AND INUIT HEALTH BRANCH
DEPARTMENT OF HEALTH****1.0 IDENTIFICATION AND DESCRIPTION**

- 1.1 Responsibility for management, administration and delivery of the following programs and services of the First Nations and Inuit Health Branch, Department of Health, is assumed by the First Nation pursuant to this Agreement:

1.1.1 Health Services

- a) Program: Community Health Representative (CHR)

A health liaison position in the community to assist private, federal and territorial health professionals to ensure that community members have access to health information, to provide protection from communicable diseases and other illnesses by education, intervention and immunization, to provide support for those who are chronically ill or who are making lifestyle changes, to provide awareness of environmental health issues, and to assist and encourage Elders, the physically disadvantaged and the mentally challenged to achieve healthy independent lifestyles.

1.1.2 Addiction Services

- a) Program: National Native Alcohol and Drug Abuse Program (NNADAP)

Administration of an alcohol and drug abuse prevention, intervention and counselling program in the community.

1.1.3 Other Health Programs and Services

- a) Program: Brighter Futures

Promotion of the health and well-being of children at risk between ages 0 and 6.

- b) Program: Building Healthy Communities

Supporting or enhancing mental health and home care nursing programs and preventing solvent abuse in the community.

c) Program: Pre-natal Nutrition

Community programs which promote pre-natal nutrition.

d) Program: Health Careers

Promotion and provision of opportunities for First Nation summer students to enter and participate in the health care fields.

e) Program: Health Liaison

Carrying out reviews of ongoing First Nation community health requirements, interacting with other community agencies to improve First Nation community members awareness of health issues and of measures that can be taken to improve health, and participating in the co-ordination of solutions to community health issues.

f) Program: Health Management and Support

Program management and administration for the community-based health programs described in section 1.1 of this Appendix B.