

INTERGOVERNMENTAL AGREEMENTS ACT

Pursuant to section 3 of the *Intergovernmental Agreements Act*, the Commissioner in Executive Council orders as follows:

1. The Minister of Health and Social Services is authorized to sign on behalf of the Government of the Yukon the Universal Health Program Transfer Agreement that is annexed to this Order.

2. The Minister is not to sign the Agreement until the Public Service Commission has signified in writing to the Minister its approval of Annex F of the Agreement.

Dated at Whitehorse, in the Yukon Territory, this 27th day of January, 1997.

Commissioner of the Yukon

LOI SUR LES ACCORDS INTERGOUVERNEMENTAUX

Le Commissaire en conseil exécutif, conformément à l'article 3 de la *Loi sur les accords intergouvernementaux*, décrète ce qui suit :

1. Le ministre de la Santé et des Affaires sociales est autorisé à signer, au nom du gouvernement du Yukon, l'entente intitulée Universal Health Program Transfer Agreement, paraissant en annexe.

2. Le ministre ne doit pas signer l'entente sans que la Commission de la fonction publique lui ait signifié, par écrit, son approbation de l'annexe F de cette entente.

Fait à Whitehorse, dans le territoire du Yukon, ce 27 janvier 1997.

Commissaire du Yukon

UNIVERSAL HEALTH PROGRAM TRANSFER AGREEMENT

This Agreement made this _____ day of _____, 199__

BETWEEN: The **GOVERNMENT OF CANADA**,
represented by the Minister of Health,
(hereinafter referred to as "**Canada**").

AND: The **GOVERNMENT OF YUKON**,
represented by the Minister of Health and Social
Services of the Yukon (hereinafter referred to as
"**Yukon**").

PREAMBLE

WHEREAS as a result of a Federal Cabinet decision of October 1954, the administration and delivery of Universal Health Programs in the Yukon Territory was undertaken by Canada, in response to special conditions in the north, until such time as these programs could be carried out effectively by the Government of Yukon;

WHEREAS those special conditions no longer exist and appropriate arrangements can now be made for the Yukon to resume the administration and delivery of Universal Health Programs;

WHEREAS it is the objective of the Yukon to resume responsibility for the administration and delivery of Universal Health Programs and the facilities used in the administration and delivery of such programs which are currently administered and delivered by Medical Services Branch, Department of Health;

AND WHEREAS nothing in this Agreement shall prejudice whatsoever the Yukon First Nations Comprehensive Land Claim Final Agreements and Self-Government Final Agreements as enacted.

THEREFORE the parties agree as follows:

DEFINITIONS

1. In the Agreement:
 - (1) "**Effective Date**" means April 1, 1997.
 - (2) "**Entry Year**" has the meaning given in the Formula Financing Agreement and for the purposes of section 7, herein, means the Transfer Year.
 - (3) "**Escalator**" means the annual Population Adjusted Gross Expenditure escalator as defined in the Formula Financing Agreement.

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- (4) "**Execution Date**" means the date that this Agreement is signed by the appropriate Ministers of Canada and Yukon, and in the event there are separate dates, then the latest of such dates.
- (5) "**Formula Financing Agreement**" means the Formula Financing Agreement dated May 15, 1991, between the Government of Canada and the Government of Yukon as amended, extended or succeeded from time to time.
- (6) "**Initial Year**" has the meaning given in the Formula Financing Agreement and for the purposes of section 7, herein, means the Transfer Year.
- (7) "**Initial Year Value**", "**Entry-Year Value**", "**Gross Expenditure Base**", "**Eligible Revenues**" and, "**Hypothetical Own-Revenues and Own Recoveries**", have the meaning given in the Formula Financing Agreement.
- (8) "**Medical Services Branch**" means that part or its successor of the Department of Health that is charged with responsibility for the administration and delivery of Indian and Northern Health Services.
- (9) "**Transfer**" means the process of Canada withdrawing from the administration and delivery of Universal Health Programs and the Yukon resuming the administration and delivery of such programs.
- (10) "**Transfer Date**" means the actual date the transfer of Universal Health Program Transfer will occur as the Parties may agree in writing.
- (11) "**Transfer Year**" is the fiscal year, from April 1st to March 31st following, within which falls the Transfer date.
- (12) "**Universal Health Programs**" means programs, services, facilities and resources used in the administration and delivery of cost shared health programs currently administered and delivered by Medical Services Branch to all residents of Yukon.

MISCELLANEOUS

2. (1) Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.
- (2) The division of the Agreement into sections and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

TRANSFER OF UNIVERSAL HEALTH PROGRAMS AND SERVICES

3. On the effective date of this Agreement, Canada agrees to transfer to the Yukon the responsibility for the administration and delivery of the Universal Health Programs and the Yukon agrees to accept this transfer.

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TRANSFER OF LAND AND FACILITIES

4. (1) Canada agrees to transfer to the Commissioner of the Yukon the administration and control of all lands described in Annex "A" together with the buildings, facilities and any other structures thereon. Canada will maintain all buildings in good condition and reasonable state of repair as identified in the Building Conditions Report, Health Canada Facilities, produced by Form to Function Ltd., June 1995, until the Transfer date. On the effective date assets will be transferred on an as is where is basis.

(2) (a) Canada commissioned and paid for the Environmental Site Assessment Report in accordance with terms and conditions agreed to as between Canada and the Yukon prior to the commissioning of such report.

The Environmental Site Assessment Report was prima facie evidence between Canada and the Yukon as to the existence of any hazardous substances.

(b) Canada conducted Remedial Work for sites disclosed by the Environmental Site Assessment Report to the extent possible before **October 15, 1996**. The value of any outstanding Remedial Work has been determined by both the nature and extent of the problem and the nature and extent of the Remedial Work outstanding.

Canada agrees to provide funding to the Yukon in the amount of **TEN THOUSAND NINE HUNDRED DOLLARS (\$10,900.00)** on the effective date of this Agreement for all outstanding Remedial Work identified in the Environmental Site Assessment Report.

(c) Canada's obligations under subsection 4.(2) are for the exclusive benefit of the Yukon and shall not be for the benefit of any other person notwithstanding any assignment, transfer, devolution or delegation by Yukon or any of its benefits and burdens under the Transfer Agreement.

(d) For greater certainty, Canada shall not be responsible or liable for any additional Remedial Work where:

(i) any Hazardous Substance is added to or put in, on or over the Lands, and Buildings listed in Annex "A" on or after the effective date of this Agreement;

(ii) any act or omission of any person contributed to any substance becoming a Hazardous Substance on or after the effective date of this Agreement; and

(iii) a Hazardous Substance is released, spilled, leaks, or flows from any container, tank, pipe, conduit, tub, or any related or other equipment in which any substance is contained or by or through which any substance is transmitted or transported on or after the effective date of this Agreement.

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- (e) If there is any Hazardous Substance that:
 - (i) the Environmental Site Assessment Report did not uncover;
 - (ii) has not been excluded by paragraph 4.(2)(d); and
 - (iii) is uncovered within two years (2) from the effective date of this Agreement.then such Hazardous Substance shall be treated as if the Hazardous Substance had been disclosed in the Environmental Site Assessment Report.
- (f) Notwithstanding paragraph 4.(2)(e), Canada shall not be liable to spend:
 - (i) in excess of **ONE MILLION DOLLARS (\$1,000,000.00)** in total for all of the Lands and Buildings listed in Annex "A".for Remedial Work that falls within the scope of paragraph 4.(2)(c).
- (g) For greater certainty, the Yukon is solely responsible for any Remedial Work that falls within the scope of paragraph 4.(2)(d) or outside the time or financial limits of paragraphs 4.(2)(e) and 4.(2)(f).

TRANSFER OF MOVEABLE ASSETS

- 5. (1) Canada shall transfer to the Yukon on the effective date of this Agreement the following:
 - (a) all assets set out in the inventory list agreed to by Canada and the Yukon and included herein as Annex "B" which are situated in the buildings, facilities and any other structures transferred to the Yukon under this Agreement, hereinafter referred to as "the Assets";
 - (b) all food, drugs, linen and other supplies owned by Canada and used or employed in the administration and delivery of Universal Health Programs, hereinafter referred to as "the Supplies"; and
 - (c) the Yukon shall accept the Assets and the Supplies on an as is, where is basis and Canada will maintain equipment in good condition and proper state of repair until the effective date of transfer.
- (2) Canada makes no representation or warranties whatsoever in respect of:
 - (a) the physical condition or susceptibilities of the Assets or the Supplies, including any patent or latent defects;
 - (b) the ability of Yukon to retain quiet possession of the Assets or the Supplies; and

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- (c) the compliance of the Assets and Supplies, and the compliance of any activity carried out thereon or in respect thereof, with statutory provisions relating to health, safety, environmental, motor vehicle use and licensing and all other statutory or governmental requirements.
- (3) Canada has made best efforts to disclose to the Yukon, prior to the effective date of this Agreement, all information and documentation in its possession relating to:
- (a) the physical condition or susceptibilities of the Assets or the Supplies, including any patent or latent defects;
 - (b) the title to and ownership of the Assets and Supplies; and
 - (c) the compliance of the Assets and Supplies and the compliance of any activities carried out thereon or in respect thereof, with statutory provisions relating to health, safety, environment, motor vehicle use and licensing and all other statutory or governmental requirements.

ASSIGNMENT OF CONTRACTS

6. Either on or before the effective date of this Agreement, Canada shall assign to the Yukon the service contracts and equipment leases set out in Annex "C" to this Agreement.

FINANCIAL PROVISIONS

7. (1) Canada shall provide an adjustment to the Gross Expenditure Base for ongoing funding expenditures. The Initial Year Value of this adjustment to the Gross Expenditure Base shall be **SEVEN MILLION SEVEN HUNDRED SEVENTY NINE THOUSAND SEVEN HUNDRED THIRTY ONE DOLLARS (\$7,779,731.00)**, the derivation of which appears in Annex "D". The total amount will be added to the 1997/98 Gross Expenditure Base in the manner set out in Annex 7 of the Formula Financing Agreement and shall be adjusted by the Escalator beginning in the year immediately following the Entry Year.
- (2) The base funding referred to in subsection 7.(1) shall be included in the provisions of any successor agreement to the Formula Financing Agreement between Canada and Yukon.
- (3) Current revenues and recoveries generated by the Universal Health Program, existing as of **March 31, 1996** will be considered as Hypothetical Own Revenues and Own-Recoveries, for the purpose of the Formula Financing Agreement as listed in Annex "E". New Revenues and recoveries from new sources and rate changes subsequent to the transfer date will be governed by the provisions of the Formula Financing Agreement. A detailed breakdown of Revenue is provided in Annex "E".

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- (4) Canada agrees to pay an additional one time payment to Yukon of **FOUR MILLION SIXTY-FIVE THOUSAND NINE HUNDRED DOLLARS (\$4,065,900.00)** in 1996/97 dollars within twenty (20) days of the effective date of this Agreement, to provide for the following:
- (a) a payment of **FOUR MILLION DOLLARS (\$4,000,000.00)** to offset the accumulated depreciation on all major moveable assets and the upgrading of all buildings, facilities and any other structures identified in Annex "A";
 - (b) a payment of **FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00)** to assist with the costs related to the retraining of staff; and
 - (c) a payment of **TEN THOUSAND NINE HUNDRED DOLLARS (\$10,900.00)** to cover outstanding Environmental Remedial Work as per paragraph 4.(2)(b).

These one time payments will be made by the Department of Health and not through the Formula Financing Agreement.

- (5) Canada agrees to make an additional one time payment to Yukon of an amount to be determined by Yukon and Canada to credit transferred employees with *the number of days of vacation leave calculated as described in section 8 of Annex "F"*. *The calculated amount will be based on the Federal Rate of Pay at the transfer date.*

This one time payment will be made by the Department of Health and not through the Formula Financing Agreement.

- (6) Canada agrees to make an additional one time payment to Yukon in the amount of **SEVEN HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$738,430.00)** for the purposes of employee severance payments.

This one time payment will be made by the Department of Health and not through the Formula Financing Agreement.

- (7) (a) Earnings on the transferred funds for one time capital dollars as per paragraph 7.(4)(a), the ongoing annual capital depreciation dollars noted in Annex "D" and the one time severance payment as per subsection 7.(6) will be excluded from Eligible Revenues under the Formula Financing Agreement.
- (8) Nothing in this Agreement shall preclude the Yukon from being eligible for participation in any federal program applicable to health programs and services, including any financial benefit, which may be available in accordance with program criteria, from time to time.
- (9) In the event that there are any salary adjustments to the base funding referred to in subsection 7.(1) up to the effective date of this Agreement, Canada shall adjust the amount payable to the Yukon in a manner consistent with such adjustments.

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GOODS AND SERVICES

8. (1) Canada shall make payment in full for all goods and services received in respect of Universal Health Programs up to the effective date of this Agreement, and collect or receive all amounts owing to Canada for goods and services provided by Medical Services Branch, Yukon Region up to the effective date of this Agreement.
- (2) The Yukon shall make payment in full for all goods and services received in respect of the Universal Health Programs on or after the effective date of this Agreement, and collect or receive all amounts owing to the Yukon for goods and services provided by the Yukon in the administration and delivery of Universal Health Programs on or after the effective date of this Agreement.

APPROPRIATION

9. Notwithstanding any other section in this Agreement respecting the payment of money by Canada, such payment is subject to there being an appropriation for the fiscal year in which any commitment to pay such money would come due, as provided for in section 40 of the Financial Administration Act, R.S.C. 1985, c. F-11, as amended from time to time.

NO PREJUDICE

10. (1) Nothing in this Agreement shall be interpreted to:
- (a) relieve Canada of any obligations it may have to deliver non-insured health benefits to eligible aboriginal people;
 - (b) prejudice any aboriginal or treaty rights of aboriginal people to receive insured health services; and
 - (c) limit opportunities for aboriginal people to participate in or benefit from any health policies and health programs specifically designed for the aboriginal peoples of Canada.
- (2) Nothing in this Agreement shall prevent the Yukon from requesting assistance from the Department of Health for any emergency that affects the ability of the Yukon to provide Universal Health Programs to Yukon residents.

FILES AND RECORDS

Patient Records

11. (1) On the effective date of this Agreement and for a period of two (2) years thereafter, it is agreed and understood that Canada shall continue to have control over the patient records associated with the Universal Health Programs and the Yukon shall hold, on behalf of Canada, the patient records associated with such programs. The Yukon further agrees that during this two (2) year period, Canada shall have reasonable access to the said patient records.

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- (2) Pursuant to paragraph 8.(2)(a) of the Privacy Act, S.C. 1985, c. P-21, as amended from time to time, and the Yukon Access to Information and Protection of Privacy Act, S.Y. 1995, c. 1, as amended from time to time, Canada agrees on the effective date of this Agreement and until such time as a transfer of patient records is effected pursuant to subsection 11.(1) to provide access to the Yukon to patient records associated with the Universal Health Programs.
- (3) Canada agrees that immediately upon the expiration of the two (2) year period referred to in subsection 11.(1) that all rights, titles, interests and responsibilities associated with the patient records of the Universal Health Programs shall vest in the Yukon.

Administration Records

- (4) Subject to the provisions of the National Archives of Canada Act, S.C. 1985, c. N-2.5, as amended from time to time and the provisions of the Privacy Act, S.C. 1985, P-21, as amended from time to time, Canada agrees on the effective date of this Agreement to provide to the Yukon all files, records and documents in the custody of Medical Services Branch, Department of Health which pertain to the Universal Health Programs.

Personnel Records

- (5) Canada will, subject to receiving the written consent of the employee who has accepted employment with the Yukon, provide to the Yukon, the employee information referred to in Annex "F" of this Agreement. It is understood and agreed to by the parties that Canada will retain the personnel files with respect to each such employee.

HUMAN RESOURCES

12. Canada and the Yukon have agreed to the terms and conditions of employment described in the Human Resources attached as Annex "F".

INDEMNIFICATION

13. (1) The Yukon shall indemnify and save harmless Canada from and against and be responsible for any and all claims, demands, actions, suits or other legal proceedings made or brought or threatened to be brought against Canada by whomever by reason of or arising out of or attributed to:
 - (a) the care or treatment of patients in the Yukon Territory on or after the effective date of this Agreement;
 - (b) the use, management, administration or operation of the property and buildings transferred under subsection 4.(1) hereof on or after the effective date of this Agreement; and
 - (c) the control or the transfer of patient and administrative records, or arising out of any rights, obligations and conditions expressed or implied from section 11 of this Agreement.

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- (2) The indemnities granted by the Yukon and set forth in subsection 13.(1) hereof shall extend to all losses, costs or damages suffered or incurred by Canada including counsel fees and disbursements arising out of the defence or compromise of any of the aforesaid matters.
- (3) Canada shall consult with and obtain the consent of the Yukon prior to settling or compromising any Claims or Demands.
- (4) Canada shall indemnify and save harmless the Yukon from and against and be responsible for any and all claims, demands, actions, suits or other legal proceedings made or brought against the Yukon by whomever by reason of or arising out of Canada's administration and delivery of Universal Health Programs or its occupation or use of the premises and property of the Medical Services Branch prior to the effective date of this Agreement (Prior Claims).
- (5) The indemnity granted by Canada and set forth in subsection 13.(4) hereof shall extend to all losses, costs or damages suffered or incurred by the Yukon including counsel fees and disbursements arising out of the defence or compromise of any Prior Claims.
- (6) The Yukon shall consult with and obtain the approval of Canada prior to settling or compromising any Prior Claims or Demands.

GENERAL

No Benefits

14. (1) No member of Parliament shall be admitted to any share of this Agreement or to any benefits arising out of it.
- (2) Subsection 14.(1) does not apply to restrict a member of Parliament from receiving health services under this Agreement.

Execution of Documents

- (3) Each party shall, at the request of the other party, execute and deliver to the requesting party any instrument or document or will do anything that may reasonably be required to carry out its obligations under this Agreement, or to complete any transaction contemplated by this Agreement.

Severability

- (4) If any provision contained in this Agreement is invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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Notices

- (5) Any notice to be given pursuant to this Agreement shall be made in writing and shall be effectively given if sent by registered mail, telegram, facsimile transmission or other similar means of electronic communications to the appropriate address set out below:

If to Canada:

Assistant Deputy Minister
Medical Services Branch
Department of Health
Room 1050, Jeanne Mance Building
Address Locator 1910D
Tunney's Pasture
Ottawa, Ontario
K1A 0L3

If to the Yukon:

Assistant Deputy Minister
Health Services
Department of Health and Social Services
The Government of the Yukon
P.O. Box 2703
Whitehorse, Yukon
Y1A 2C6

Such notice shall be deemed to have been received ten (10) business days after mailing if sent by registered mail, and the following business day if sent by, facsimile transmission or other means of electronic communication.

Waiver

- (6) Any waiver of any breach or default by either party is not a waiver to any subsequent breach or default by that party.

AMENDMENT

15. This Agreement may only be amended with the written consent of the parties to this Agreement.

EXECUTION IN COUNTERPART

16. This Agreement may be executed in several counterparts or copies and when each party has executed a counterpart or copy, all counterparts or copies taken together shall constitute one Agreement and notwithstanding the date of the execution of such counterparts or copies, the Agreement shall be in full force and effect as of the date first written above.

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**DOCUMENTS CONSTITUTING THE AGREEMENT
(For approval once documents are in place)**

17. This Agreement consists of:
- (1) the preamble;
 - (2) the provisions of the Agreement;
 - (3) the document attached hereto, marked Annex "A" and entitled "List of Lands and Buildings to be Transferred to the Commissioner of the Yukon";
 - (4) the document attached hereto, marked Annex "B" and entitled "List of Inventory (Assets)";
 - (5) the document attached hereto, marked Annex "C" and entitled "List of Service Contracts and Equipment Leases to be Assigned";
 - (6) the document attached hereto, marked Annex "D" and entitled "Derivation of the Ongoing Amount to be Transferred";
 - (7) the document attached hereto, marked Annex "E" and entitled "Revenues and Recoveries";
 - (8) the document attached hereto, marked Annex "F" and entitled "Human Resources"; and
 - (9) the document attached hereto, marked Schedule "A" and entitled "Personnel and/or Positions Identified in Program Transfer to Yukon";
 - (10) the document attached hereto, marked Schedule "B" and entitled "Salary Offers".

IN WITNESS WHEREOF this Agreement has been executed on behalf of the Government of Canada by the Minister, Department of Health and on behalf of the Government of the Yukon by the Minister, Department of Health and Social Services.

FOR THE GOVERNMENT OF CANADA:

Witness

David C. Dingwall
Minister of Health
Department of Health

FOR THE GOVERNMENT OF THE YUKON TERRITORY:

Witness

David Sloan
Minister of Health and Social Services

ANNEX "A"

**LIST OF LANDS AND BUILDINGS TO BE
TRANSFERRED TO THE COMMISSIONER OF THE YUKON**

The list of lands and buildings to be transferred to the Commissioner of the Yukon is attached to the Treasury Board Submission as Annex "A".

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ANNEX "A"

Beaver Creek

Health Centre and attached residential unit: Lot 3, Block 14, Beaver Creek, Yukon, LTO Plan 70291;

Trailer: Lot 2, Block 8, Beaver Creek, Yukon, LTO Plan 66312, CLSR Plan 68349;

Carcross

Health Centre and attached residential units: Lot 13, Block 1, Carcross, Yukon, LTO Plan 79366;

Carmacks

Health Centre and adjacent duplex: Lot 124, Carmacks, Yukon, LTO Plan 66028;

Dawson City

Single Family Dwelling: Lot 6, Block HD, Harper & Ladue Estate, Dawson City, Yukon, LTO Plan 8338A;

Nursing Station and garage: Lot L-1 in Lot 1, Group 1052, Dawson City, Yukon, LTO Plan 35662;

Six-plex residence: Lots 8, 9 and 10, Block 14, Government Reserve Addition, Dawson City, Yukon, LTO Plan 8395;

Destruction Bay

Residence: Lot 16, Group 852, Destruction Bay, Yukon, LTO 29916, CLSR 53805;

Garage: Lot 21, Group 852, Destruction Bay, Yukon, LTO Plan 29916, CLSR 53805;

Health Centre/transient suite: Lots 17 and 18, Group 852, Destruction Bay, Yukon, LTO Plan 29916, CLSR 53805;

Faro

Residence (five-plex): Lot 9, Faro, Yukon, LTO Plan 31525;

Nursing Station and garage: Lot 111, Faro, Yukon, LTO Plan 31525;

Mayo

Staff Residence (brown): Lot 36, Block 22, Mayo, Yukon, LTO Plan 57400;

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ANNEX "A"

Old Crow

Lot 1012, Quad 116 O/12, Old Crow, Yukon Territory, CLSR Plan 78133;

Pelly Crossing

Health Centre and residential units (3): Lot 1000, Pelly Crossing, Yukon, LTO 64544, CLSR No. 67912;

Ross River

Health Centre and residential units (2): Lot 272, being a consolidation of Lots 43, 44 and 45, CLSR Plan 52922, LTO 27954, and Lot 99, CLSR Plan 53918, LTO 29968, Ross River, Yukon;

Teslin

Health Centre, garage, and adjacent residence: Lot 15, Block 10, Teslin, Yukon Territory, LTO Plan 74500;

Block 5, Teslin, Yukon Territory, Plan 20198;

Watson Lake

Staff Residence: Lot 6, Block 39, Watson Lake Wye Subdivision, Yukon, LTO Plan 40427;

Staff Residence: Lot 6, Block 38, Watson Lake Wye Subdivision, Yukon, LTO Plan 40427;

Staff Residence: Lot 3, Block 38, Watson Lake Wye Subdivision, Yukon, LTO Plan 40427;

Hospital and Garage: Lot 1, Block 30, LTO 39301, CLSR No. 58236, and Lot 2 (Rem.), Block 30, LTO 57730, CLSR No. 66300, Watson Lake Wye Subdivision, Yukon;

Residential Complex (4-plex): Lot 19, Block 38, Watson Lake Wye Subdivision, Yukon, LTO Plan 93-131;

Staff Residence: Lot 18, Block 36, Watson Lake Wye Subdivision, Yukon, LTO Plan 40427;

Staff Residence: Lot 6, Block 21, Watson Lake Wye Subdivision, Yukon, LTO Plan 25447;

LIST OF INVENTORY (ASSETS)

ANNEX "B"

(As above this Annex cannot be finalized until time of transfer as they are constantly changing.)

ANNEX "C"

**LIST OF SERVICE CONTRACTS AND AGREEMENTS
AND EQUIPMENT LEASES TO BE ASSIGNED**

1. Services to be provided by the Whitehorse General Hospital (WGH) to the communities as identified in Appendix "H" of the WGH Transfer Agreement (YK-93/94-004-TR) between the Government of Canada, the Government of Yukon and the Yukon Hospital Corporation.

(This Annex cannot be finalized until time of transfer as they are constantly changing.)

DERIVATION OF THE ONGOING AMOUNT TO BE TRANSFERRED		ANNEX "D"
1. SALARIES AND WAGES		
(1) Salary (Full & Part-time)	\$ 4,363,797	
(2) Pay Equity	755,293	
(3) Extra Duty	814,552	
(4) Allowances	1,033,429	
(5) Employer's Share of Benefits	<u>1,052,632</u>	
Sub-total - Salaries and Wages		\$ 8,019,703
2. OPERATING AND MAINTENANCE		
(1) Travel	\$ 181,503	
(2) Postage, Freight, Express	121,843	
(3) Telephone, Communications	176,624	
(4) Relocation	171,585	
(5) Advertising	4,793	
(6) Printing, Photocopying	1,825	
(7) Temporary Help	11,998	
(8) Training, Workshops	17,811	
(9) Consultants, Technical Services	32,302	
(10) Dental Services	112,535	
(11) Other Contracted Services	498,970	
(12) Other Health Services	245,966	
(13) Rental of Land & Buildings	11,750	
(14) Rental of Equipment	33,733	
(15) Purchased Repairs - Buildings	6,381	
(16) Purchased Repairs - Equipment	86,340	
(17) Utilities	463,488	
(18) Foodstuffs, Patient Supplies	33,082	
(19) Laboratory Supplies	15,150	
(20) Medical, Surgical Supplies	123,020	
(21) Drugs	402,589	
(22) Office Supplies	85,248	
(23) Housekeeping Supplies	60,680	
(24) Office Machines, Accessories	39,385	
(25) X-Ray, Photo Supplies	13,379	
(26) General Supplies	80,116	
(27) Parts, Consumable Tools	22,672	
(28) Miscellaneous	<u>4,158</u>	
Sub-total - Operating and Maintenance		<u>3,058,926</u>
TOTAL BASE RESOURCES		\$11,078,629
3. REVENUES		
(1) Current Funding Contribution by Government of Yukon	\$ 4,829,669	
(2) Other Sources	<u>285,829</u>	
Sub-total - Revenues/Recoveries		<u>5,115,498</u>
TOTAL NET BASE RESOURCES		\$ 5,963,131

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ANNEX "D"

4. **ADDITIONAL RESOURCES**

(1) Leases With PWGS	\$ 135,100
(2) Grants in Lieu of Taxes	96,000
(3) Liability Insurance	75,000
(4) Nurses Training	300,000
(5) Legal and Auditing Fees	75,000
(6) Human Resources	190,000
(7) Half Time Clerks, Mental Health	100,000
(8) Other	255,000
(9) Capital Depreciation	575,000
(10) <i>Dental Therapy Equipment, Training and Services</i>	<u>15,500</u>
Sub-total - Additional Resources	<u>1,816,600</u>
ONGOING AMOUNT TO BE TRANSFERRED	<u>\$ 7,779,731</u>

ANNEX "E"

REVENUES AND RECOVERIES

Type of Revenues	Revenue Categories and Exclusions				
	1 Actual	2 Transfers	3 Subject to Adjustment	4 Unadjusted Other	5 Exclusions
Pharmacy	\$ 115,238			\$ 115,238	\$ 115,238
Rent	157,560		\$ 157,560		157,560
Other	1,994 225,612		1,994	225,612	1,994
Recovery of Benefits for Interchange Agreement	10,821			10,821	10,821
Miscellaneous	216			216	216
Total Revenues	\$ 511,441		\$ 159,554	\$ 351,887	\$ 285,829

12/19/96

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ANNEX "F"

**BETWEEN DEPARTMENT OF HEALTH AND YUKON
HUMAN RESOURCE CONDITIONS OF PROGRAM TRANSFER**

1.0 TERMS AND CONDITIONS OF EMPLOYMENT

1.1 Yukon provides that the *Public Service Act*, the collective agreement between YUKON and the Public Service Alliance of Canada, Policy and Procedures Manual Section "M," the General Administration Manual, and related human resource legislation and policies which exist as of the effective date shall pertain as applicable to employees moving from DEPARTMENT OF HEALTH to YUKON, with any exception noted in the provisions described herein, and are, by reference, incorporated in this Annex.

2.0 OFFERS OF EMPLOYMENT

2.1 YUKON shall offer regular employment effective the effective date to those indeterminate DEPARTMENT OF HEALTH employees funded and declared part of the program transfer and whose names appear in Schedule "A," *Personnel and/or Positions Identified in Program Transfer to Yukon*.

2.2 Subject to section 8 in this memorandum, Schedule "A" will be confirmed before final approval of the transfer agreement by either DEPARTMENT OF HEALTH or YUKON.

2.3 At a date mutually agreed to, DEPARTMENT OF HEALTH will issue notices of alternative service delivery and YUKON will extend an offer of employment coincidental with the notices to those employees whose names appear in Schedule "A".

2.4 YUKON agrees that DEPARTMENT OF HEALTH employees receiving offers of employment shall have a period of sixty (60) calendar days within which to accept or reject the offer prior to the effective date. YUKON will advise DEPARTMENT OF HEALTH of each employee's decision on receiving notice of acceptance or rejection.

2.5 With respect to each employee referred to in Schedule "A", DEPARTMENT OF HEALTH agrees to provide YUKON with a statement of salary, benefits and allowances, accrued but unused sick leave and annual leave credits as of the day prior to the effective date, together with a statement of transferable credits under the terms of this memorandum, as well as a record of continuous and pensionable service.

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3.0 SALARIES

- 3.1 YUKON salary offers for employees in Schedule "A" will be as listed in Schedule "B", attached to this Memorandum of Agreement. The parties agree that these offers will not be communicated to employees except through letters of offer issued under 2.3 above.

4.0 BENEFIT PLANS

- 4.1 YUKON agrees that conditions of employment will include coverage in each of the core benefits of health, dental and long-term disability, according to the plans as applicable to employees of YUKON.

5.0 PENSION PLAN

- 5.1 As of the effective date, employees who have accepted and commenced employment with YUKON shall be entitled to the provisions of the Public Service Superannuation Plan or any successor pension plan as applicable to employees of YUKON.

6.0 SEVERANCE

As contiguous employment has been arranged for the employees identified in Schedule "A", DEPARTMENT OF HEALTH will not be paying severance to employees accepting offers of employment with YUKON. YUKON agrees to accept severance pay liabilities for employees accepting job offers as provided for under Section 2 of this Annex through the financial provisions identified in subsections 7.(6) and 7.(7) of the Agreement.

7.0 LEAVES

7.1 *Discretionary Leaves*

DEPARTMENT OF HEALTH shall not grant discretionary leave without YUKON's consent for any period occurring after the day prior to the effective date for those employees listed and identified in Schedule "A".

7.2 *Non-Discretionary Leaves*

Non-discretionary leave requested after the execution date and intended to extend beyond the day prior to the effective date will require the concurrent consent of DEPARTMENT OF HEALTH and YUKON.

8.0 VACATION CREDITS

Subject to subsection 2.5, and provided that employees have accepted offers of employment with YUKON, have the earned but unused vacation leave credits available as of the day prior to the effective date, and these credits have not been

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paid out by DEPARTMENT OF HEALTH, YUKON agrees to credit DEPARTMENT OF HEALTH employees with up to one year's vacation leave credits, provided that no employee commences employment with more than two (2) years' vacation leave credits as of the effective date.

9.0 VACANCIES

9.1 Should any of the positions listed and identified in Schedule "A" become vacant between the execution date and the day prior to the effective date, DEPARTMENT OF HEALTH will not staff the position beyond the day prior to the effective date.

9.2 Where the incumbency of any position listed and identified in Schedule "A" changes prior to the execution date, or with YUKON's consent and participation after the execution date, Schedules "A" and "B" shall be amended accordingly.

DATED IN WHITEHORSE THIS _____ DAY OF _____, 1996.

FOR HEALTH CANADA:

FOR YUKON
(As represented by the
Public Service Commission):

Rick Dowdall

Megan Siobodin

December 19, 1996

This list is received on the agreement that the information contained therein will remain confidential and not be made available to employees, except through their offers of employment from Yukon.


(Rick Dowdall, on behalf of Canada)

Name	YTG Title
ALLEN, DEBORAH*	DENTAL THERAPIST
ANDRONIK, ALLISON	OFFICE ADMINISTRATOR
AVOLEDO, HILARY*	DENTAL THERAPIST
BAUER, BERT	MAINTENANCE COORDINATOR
BELANGER, HELENE	COMM. HEALTH NURSE
BENNETT, CHRISTOPHER	DENTAL THERAPIST
BJERKE, ANE	CLERK RECEPTIONIST
BOWIE, VALERIE	PERSONNEL OFFICER
BRAIS, LYNNE	P&BM COORD. PSC
BROOKS, LINDA*	PROG.ASST..ENV.HLTH.
BROOKS, PATRICIA	ENVIRON. HEALTH OFF.
BROWN, BARBARA J.	CLERK RECEPTIONIST
BUELL, KATHY	GENERAL DUTY NURSE
BUNYAN, CAROL	HOUSEKEEPER
CALEY, MICHELLE*	COMM.HEALTH NURSE
GALLAN, RITA	CLERK-RECEPTIONIST
CARLSON, NANCY*	GENERAL DUTY NURSE
CARPENTIER, MARGARET	ACCTSPAY/FIN. ASSIST
CHADWICK, DEBORAH*	GENERAL DUTY NURSE
CHAISSON, MAURICE	COMM.HEALTH NURSE.RELIEF
CHIPPETT, SUSAN*	PROGR. ASST., DENTAL
CHRISTIANSEN, LINDA	CLERK RECEPTIONIST
COFFEY, THERESA*	NURSE IN CHARGE,OC
CONANT, ALISON K.	SECRETARY, M.H.
COX, JOYCE*	NURSE-IN-CHARGE,WHC
CROSBIE, JOANNE	COMM. HEALTH NURSE
CURRAN, FRANCES	AREA NRSG.OFF., SOUTH
DEDON, BRENDA	NURSE IN CHARGE, RR
DOOLEY, DOROTHY*	NIC, WLHC
DRAPEAU, ROBERT	DENTAL THERAPIST
DUGAS, SALLY*	DENTAL THERAPIST
DURIEZ, IDA M. *	COMM. HEALTH NURSE
EDWARDS, CATHERINE*	NURSING EDUCATOR
EDWARDS, DEBRA	COMM. HEALTH NURSE
EMOND, DON	MNGR, PROP. & ADMIN.
EVERETT, LOIS	GENERAL DUTY NURSE
FARR, DAVE *	COMM. HEALTH NURSE
FELKER, BEATRICE*	NIC, DAWSON CITY
FINK, JOSIE	SECRETARY MOH
FIRAK, JOSEPH*	DENTAL HEALTH OFF.
FROST, STEPHAN*	JANITOR/MAINT.PERSON
GENIER, JOANNE*	GENERAL DUTY NURSE
GIBBONS, GARMEN	COMM. HEALTH NURSE
GIOIA, SANDRA	HOUSEKEEPER
GORECKI, KAREN	GENERAL DUTY NURSE
GRAHAM, ROSEMARY*	COMM. HEALTH NURSE
GUENTHER, CHRIS	COMM.HEALTH NURSE
HALES, WENDY	PERSONNEL/TRAVEL ASST
HANKIN, CHRISTINA	CLERK/RECEPTIONIST
HAUSER, LAURA	CLERK RECEPTIONIST
HEASLEY, LINDA*	COMM. HEALTH NURSE
HEMSLEY, COLLEEN	COMM. HEALTH NURSE
HENNEY, FRAN*	RESEARCH & ADMIN. OFF.
HEYNEN, LINDA*	DENTAL THERAPIST
HICKEY, PAULINE	COMM.HEALTH NURSE
HICKMOTT, WENDA	NURSE IN CHARGE,BC
HICKS, MARGARET	COMM.HLTH.NURSE.RLF
HIND, STEPHNEY	COMM. HEALTH NURSE
HOFFERT, DEBBIE	COMM. HEALTH NURSE
HRYNIUK, JOAN	COMM. HEALTH NURSE
LAMBERT, DONNA	SEC.FIN/SYST/ADMIN

Name	YTG Title
LAROY, SHIRLEY	NURSE IN CHARGE, PC
LARSON, KAREN	ENVIRON. HEALTH OFF.
LEISHMAN, LESLIE	COMM. HEALTH NURSE
LUCAS, PAUL*	DENTAL THERAPIST
LYTHGOE, WENDA	COMM. HEALTH NURSE
MACAULAY, ANNE MARIE	COM. HEALTH NURSE RELIEF
MACDONALD, MARCIA	CLERK RECEPTIONIST
MACLAREN, JACQUELINE P.	COMM. MENTAL HLTH.NRS
MANDL, PATRICIA *	NURSE IN CHARGE, CDU
MARSHALL, DONNA	AREA NRSG.OFF.,NORTH
MCCALLUM, DEBORAH*	DENTAL THERAPIST
MCQUILLEN- BARREAU, MARILYN	COMM.HLTH.NRSG.ASST.
MEYER, CHRISTINE*	COMM.HEALTH NURSE
MITCHELL, SHARON*	COMM.MENTAL HLTH.NRS
MOSES, ELAINE	HOUSEKEEPER
NOEL, GRACE	COMM. HEALTH NURSE
NORQUAY, DARLENE	SEC. COM.SERV.
O'BRIEN, FRED	SR. ENVIR.HEALTH OFF
OAKLEY, ELIZABETH*	NURSE IN CHARGE, TE
OMURA, SUSAN K.	COMM. HEALTH NURSE
OVERLAND, HAZEL	ADMIN/TRAIN/ASSIS
PARTRIDGE, RENEE	COMM. HEALTH NURSE
PASQUALI, PAULA	COORD.MENTAL HEALTH
PAUL, BARBARA*	COMM. HEALTH NURSE
PINKESS, TODD*	ENVIRON. HEALTH OFF.
PLANT, MARSHIA	COMM. HEALTH NURSE
PRINGLE, LINDA *	NURSE IN CHARGE, CC
RANSON, DILLYS	NURSE IN CHARGE, DB
REGIER, LYNETTE	COMM. HEALTH NURSE
RENWICK, NORMA JEAN	COMM. HEALTH NURSE
RICHARDS, LYNN K.*	ENVIRON. HEALTH OFF.
RIEDL, SHARON	CLERK RECEPTIONIST
ROBERTS, FLORENCE A.	HOSP.CLAIMS ASSES.
ROBINSON, HILARY*	MED. OFFICER OF HEALTH
ROSS, J. SUSAN*	COMM HEALTH NURSE
ROSS, SUSAN H*.	COMM. HEALTH NURSE
RUDD, SUSAN*	NRSE-IN-CHRG.HOSP.
SAGE, WENDA	NURSE IN CHARGE, MA
SCHNEIDER, JENNIFER	SEC. COM. NURSING
SILVERFOX-YOUNG, DEBORAH*	DENTAL THERAPIST
SOVA, IRENE*	COMM. HEALTH NURSE
STARKS, SUSAN*	COMM. HEALTH NURSE
STEYN, MARY ANNE	MGR., COMMUNITY NRSG.
STROMBERG, SHELAGH*	MNGR, FIN. PLAN, BUDG.
TESSIER, JOANNE	CLINICAL PSYCHOL.
THATE, CATHY	PAYROLL CLERK
THOMAS, CAROL*	COMM. HEALTH NURSE
THOMAS, GERRI	CLERK RECEPTIONIST
TODD, MERIDY	COMM HEALTH NURSE
TRASATTI, SHARON	NURSE IN CHARGE, HJ
TROMBLAY, NORA L.*	NURSE IN CHARGE, FA
TRUSZ, EVELYN J.	CLERK RECEPTIONIST
TULLOCH, LORI	COMM. HEALTH NURSE
VACANT	CLINICAL PSYC.
VACANT	COMM.DIS. NURSE
VACANT	COMM. HEALTH NURSE
VACANT	DENTAL THERAPIST
VACANT	HOUSEKEEPER
VIGEANT, KATHLEEN	COOK
WATSON, DEBORAH	ASSET & RECORD CLERK
WEIR, MAUREEN	NURSE IN CHARGE, CM
WESTON, VALARIE	JANITOR
WESTBERG, NIKKI	ACCTS.PAY/FIN ASSIST