

**Tripartite Framework Agreement on First Nation Health Governance
Sub-Agreement Summary**

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Post-Transfer Environment

After October 1, 2013, the federal transfer of resources and responsibilities to the First Nations Health Authority (FNHA) will be complete. This is a milestone in the ongoing evolution of the health partnership between First Nations and federal and provincial governments in BC. Features of this important milestone include:

- Health Canada will no longer be responsible for the design, management or delivery of federally-funded health programs or services for First Nations in BC; these roles will be assumed by the FNHA. Over time, the FNHA will redesign the current First Nations and Inuit Health Branch FNIHB programs, informed by engagement with BC First Nations.
- The regional office in BC will no longer have a FNIHB portion. However, HECSB, HPFB, and related departmental corporate support functions will continue in that regional office.
- All community contribution agreements currently managed through the BC FNIHB regional office will be transitioned to the FNHA as of October 1, 2013. The contribution agreements will have the same material terms and conditions for at least the first two years after the transfer. Contributions will be funded and managed by the FNHA. Communities will no longer submit reports to Health Canada, rather they will report to the FNHA.
- Remaining functions related to First Nations health in BC, such as administration of health benefits for visitors to BC, will be carried out by FNIHB headquarters or by other regional offices.
- Most office space currently used by BC FNIHB staff will be transferred to the FNHA; the only exception is the facility in Kamloops, where staff will move to another facility.
- FNHA staff will continue to engage with Health Canada headquarters and other regions to share information and expertise in programming and policy.
- These efforts will be supported by a strong partnership amongst the Parties and there will continue to be formal meetings at regular intervals at the Minister, Deputy Minister, and ADM levels. There will also be ongoing consultation and collaboration between the FNHA and FNIHB Regional Executives and Directors General and with headquarters staff. Mechanisms to support this engagement will be robust and will be adapted as necessary to maintain strong connections between the FNHA and Health Canada's national policies and programs. In addition, the Implementation Committee will continue to be in effect until 2015.

Framework Agreement on First Nation Health Governance

Signatories	Signed by Canada (as represented by the Minister of Health), British Columbia (as represented by the Minister of Health), the First Nations Health Society (as the legally incorporated body), and endorsed by the First Nations Health Council (FNHC).
Objectives	<p>To fully involve BC First Nations in health program, service delivery and decision-making regarding the health of their people in BC through,</p> <ul style="list-style-type: none"> - transfer of federal health programs to the FNHA - planning, design, management and delivery of First Nations health programs by the FNHA - building a more integrated health system for First Nations under a new health governance structure - active participation of Canada and BC in the new health governance structure as supported by the Health Partnership Accord - performance and accountability requirements of the parties <p>Actions of the parties will be based on reciprocal accountability, where they work together in a collaborative manner to meet the spirit and letter of FA obligations.</p>
Self-Governing First Nations	FA is an administrative arrangement, and is not a self-government agreement; it will not prejudice individual First Nations choosing to exercise jurisdiction in health.
Governance Structure	<p>The FNHA will be created to become the body to design, deliver, and fund delivery of First Nations health programs in BC.</p> <p>The Tripartite Committee on First Nations Health will be established and will:</p> <ul style="list-style-type: none"> - be co-chaired by Deputy Minister of Health (BC), FNHA Board Chair, the Assistant Deputy Minister (FNIHB) - have a membership including CEOs of all BC Health Authorities, Provincial Health Officer, Chair and Deputy Chair – FNHC, CEO – FNHA, President – First Nations Health Directors Association, appropriate Associate Deputy Minister and Assistant Deputy Minister of the BC Ministry of Health, and any other non-voting observer or full members as agreed to by the committee - coordinate planning, programming, service delivery of FNHA and BC Health Authorities, and report annually to Ministers and FNs on progress of integration, improvement of health services for First Nations in BC. <p>The First Nations Health Council is an unincorporated political and advocacy organization, representative of and accountable to BC First Nations.</p> <p>The First Nations Health Directors Association is a society under BC law that represents health directors and managers working in First Nations communities, supports education, knowledge transfer, professional development and best practices. It acts as an advisory body to the FNHC and FNHA on research, policy,</p>

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	program planning and design.
First Nations Health Authority	<p>The FNHA will be constituted with the governance provisions in schedule 4, as a non-profit corporation overseen by a Board of qualified, experienced Directors, and will:</p> <ul style="list-style-type: none"> - design, deliver and fund delivery of First Nations health programs on a province-wide basis - coordinate and integrate health programs and services with BC Ministry of Health and Health Authorities - be accountable to BC First Nations through a membership structure representative of, and approved by, BC First Nations - demonstrate a clear separation of management functions from political sphere - be funded by Health Canada and the provincial government - take over Health Canada's FNIHB regional office functions and staff - work collaboratively with the provincial health system to better serve First Nations with an integrated (not parallel) health service approach - with the Province of BC, develop clinical information and patient record systems and protocols for the sharing of patient records, to better serve First Nations, and support greater control over the use/collection/access to health data to better monitor and report on First Nations health in BC
Federal Funding Commitments	<p>Canada agrees to provide \$17M to the FNHA for one-time transition costs.</p> <p>Canada will also conclude a Canada Funding Agreement with the FNHA covering a 10-year period. Canada will:</p> <ul style="list-style-type: none"> - adjust funding amounts from the base year to date of transfer - provide an annual escalator for transfer for all programs (5.5%), and for a transfer of community health programs only (4.5%) for the first 5 years of the funding. The escalator will be re-negotiated for the next 5 year period. - not reduce the BC regional office budget for First Nations health between date of FA signing to completed transfer - provide support to the Tripartite First Nations Health Plan (TFNHP) of \$10M for each full year, through top-up funding - discuss the impacts of any unforeseen circumstances - If Canada makes changes to the Indian Act that result in expanded numbers of beneficiaries or expanded eligibility (e.g. Mclvor), it will discuss these changes with the FNHA to determine impacts and access to additional federal funding. <p>Under the funding agreement, the FNHA will be able to:</p> <ul style="list-style-type: none"> - carry over any funding surplus from a previous fiscal year - obtain funds from other sources without a reduction in the federal transfer - apply for new program funding that may be introduced by Canada (if different from programs listed in Schedule 3) <p>A separate funding agreement will be used for the Indian Residential Schools Health Supports Program. Canada will work with the FNHA to complete all sub-agreements necessary to implement the FA.</p>
BC	The Province of BC will:

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Commitments	<ul style="list-style-type: none"> - participate on the Tripartite Committee on First Nations Health - direct health authorities to work with the FNHA to coordinate plans and activities - discuss innovative arrangements for service delivery and transfer of funding where appropriate - direct provincial ministry and health authorities to explore records and patient information sharing - change the role of the Aboriginal Health Physician Advisor to Deputy Provincial Health Officer - provide funding to the FNHA of \$83.5M (2011-12 to 2019-20)
Timeframes	Transfer of Federal Health Programs to take place within 2 years of signing FA, or such later time as Canada and the FNHA agree. The transfer can take place in phases or blocks.
Reporting and Accountability	<p>The FNHA will provide annually audited financial statements and annual reports, prepare an Interim Health Plan (annual until federal transfer is substantially complete) and Multi-Year Health Plan to describe goals, plans, priorities and funding allocations.</p> <p>Partners will prepare a Tripartite evaluation every 5 years to track health indicators and effectiveness of the new governance structure and partnership. The evaluation will include health indicators of life expectancy at birth, mortality and infant rates, Status Indian youth suicide rates, diabetes rates, childhood obesity rates, the number of practicing First Nations health care providers, and other indicators (e.g. wellness) supported by the tripartite partners.</p>
Ongoing Meetings	<ul style="list-style-type: none"> - Biennial (every two years) meeting of political representatives, as represented by the Chair – FNHC, Minister of Health – Canada, Minister of Health – BC - Governance Partnership with senior representatives of the parties at least every 18 months - FNHC, BC First Nations and health providers at least every 18 months on the operation of new governance structure - ADM – FNIHB and CEO – FNHA annually - Directors General – FNIHB and senior officials of the FNHA to share information and experiences - Annual meetings between AANDC and the FNHC at the Quality of Life table, and between the FNHC and the federal interdepartmental committee on Aboriginal Issues, to discuss health and social determinants - Annual meetings between the Deputy Minister of Health – BC and the FNHA and mutually agreed-upon fellow Deputy Ministers to discuss policies and activities with possible impacts on First Nations in BC.

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Canada Funding Agreement

General	<p>The Canada Funding Agreement (CFA) is a contribution agreement between Health Canada and the First Nations Health Authority (FNHA). It outlines the conditions and obligations of each party relating to the transfer of funds each fiscal year from Health Canada to the First Nations Health Authority for the design, delivery, planning and implementation of health services for First Nations people in BC.</p> <p>The purpose, activities and goals of the CFA are to: provide funding to the FNHA to support the transfer of federal health programs; support the planning, design, management, delivery and funding of health programs by the FNHA; support the FNHA to pursue the goals set out for it in the Framework Agreement and the FNHA's health plans.</p> <p>Total funding under the CFA is \$4.7B, and this funding begins to flow to the FNHA in 2013 in two phases: 2 July 2013 and 1 October 2013. The CFA will expire 31 March 2023.</p>
Funding	<p>An Annual Federal Amount will be transferred to the FNHA each Fiscal Year. The amount was calculated based on sections CF3-CF6 of the Framework Agreement (FA) and includes an escalator provision.</p> <p>The Annual Federal Amount will not be reduced if the FNHA receives funds from other sources or if any federal health programs from which any funding in the CFA was originally sourced are cancelled.</p>
Funding Adjustments	<p>The CFA outlines processes for calculation and notification of any adjustments to the Federal Funding Amount, which may be required for various reasons, such as new programs and services funding, adjustments for the Annual Escalator, or self-government adjustments.</p>
Health Planning and Delivery of FN Health Programs	<p>The delivery of First Nations health services will be carried out according to the FNHA's Interim Health Plan (IHP) or the Multi-Year Health Plan (MYHP), as described in the Canada Funding Agreement, and deemed satisfactory to Canada. Canada must explain in writing any concerns about the IHP or MYHP within one month of their receipt by Canada.</p> <p>The plans must be consistent with the Framework Agreement and Sub-Agreements, contain sufficient detail with respect to how the FNHA plans to carry out its functions, and include a listing and description of the FN Health Programs to be delivered. When complete, these plans will be shared with communities and with Health Canada. The MYHP will be updated annually and can be amended at any time by the FNHA.</p>
Annual Report	<p>The FNHA must develop an Annual Report, as per the FA, on September 30 of each Fiscal Year, following the initial Fiscal Year. The report will include planning and reporting sections outlining past and future activities, including an annual budget, and will report on any significant deviations from the IHP and MYHP if applicable.</p>

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<p>Funding of First Nation Health Providers</p>	<p>The FNHA will prepare a Funding and Accountability Management Framework (FAMF) for the funding of First Nations Health Providers that will be incorporated into the IHP and MYHP. The FAMF will include provisions for: open decision-making processes by the FNHC regarding the selection of First Nation Health Providers; the use of written funding agreements between the FNHA and First Nation Health Providers; the FNHA support to First Nation Health Providers, including for the development of Community Health and Wellness Plans; complaint and redress mechanisms; and, audit and enforcement.</p> <p>The FNHA will honour the terms that are currently outlined in existing contribution agreements held between Canada and First Nations Health Providers for two years post-transfer, and following those two years, may revise its funding arrangements in a manner consistent with the FAMF.</p>
<p>Use of Funding</p>	<p>The FNHA may use funding from the CFA for Eligible Expenses. Eligible Expenses are: exclusively for the planning, management, design, delivery or funding of FN Health Programs and other activities, including health governance activities, as set out in the Framework Agreement or other agreements, as well as the IHP and MYHP. There are financial management provisions that address safeguarding funds, flexibility and re-allocation (the FNHA may adjust its budget and spending priorities), reserve fund (the FNHA may establish a contingency fund), deficit and surplus (the FNHA is responsible for over-expenditures, and may retain surpluses).</p>
<p>Reporting and Audit</p>	<p>The FNHA must prepare and maintain accounting records and annual financial statements in accordance with generally accepted accounting principles (GAAP) and engage an independent auditor to conduct a yearly audit of those statements.</p> <p>Canada may withhold payments to the FNHA if the FNHA has not submitted the IHP, MYHP, cash flow statement, annual report, or annual audit, or is holding over \$200M of unspent funding under the CFA. In this case, Canada would provide the FNHA with 30 days' notice and rationale, and would release the withheld funds if the grounds for withholding those funds cease to exist. Provisions are included with respect to the process by which Canada or the Auditor General of Canada may (at its own cost) conduct a financial compliance or performance audit of the FNHA in relation to funding under the CFA.</p>
<p>Evaluations</p>	<p>The FNHA will commission an independent evaluation every five years on plans and programs, organizational structure and effectiveness, management of First Nations health provider relationships and health benefit provider relationships. Evaluations will be made available to the FNHA members, BC, Canada, and the public.</p>

Indemnification and Insurance	<p>The FNHA indemnifies Canada from any claims, losses, liabilities, damages, etc. that are attributable to/arising from any wrongful/negligent act, omission, breach, debt, obligation, etc. of the FNHA acting under the CFA except to any extent that any loss, damage, injury was caused by Canada.</p> <p>The FNHA, for the term of the agreement, will obtain appropriate insurance policies against any liability arising from the FNHA carrying out its functions.</p> <p>Similar language appears in many of the Sub-Agreements.</p>
Privacy and Confidentiality	<p>The FNHA and Canada will comply with applicable laws, the Confidentiality and Non-Disclosure Agreement, the Information Sharing Sub-Agreement, and the Records Transfer Sub-Agreement, with respect to privacy, confidentiality, access to information, and personal information. The CFA, Annual Report, and any audit reports conducted under the CFA may be released to the public (subject to the foregoing compliance requirements).</p> <p>This section appears with mostly common language in all Sub-Agreements.</p>
Default and Remedies	<p>The FNHA will be in default if it does not uphold its obligations under the CFA, Framework Agreement, Sub-Agreements, or service agreements; fails to comply with material requirements under the IHP/MYHP; an auditor gives a denial of opinion/adverse opinion; fails to materially comply with its governance requirements; or jeopardizes its financial solvency or fails to pay debts, taxes, or employee source deductions. Default will be considered urgent if the FNHA becomes bankrupt, its material assets seized, a court orders its dissolution, or if there is a reasonable belief that the health, safety or welfare of First Nations in BC is in jeopardy as a result of the action/inaction of the FNHA.</p> <p>In the event of default (not applicable for urgent default), the parties will engage in discussions within two weeks to resolve the matter. Following, should no resolution be agreed-upon, Canada may undertake a number of actions to remedy the situation (i.e. require or directly appoint an independent auditor; require a remedial management plan/repayment/co-management/third-party management; or withhold/cease funds).</p> <p>This section appears with mostly common language in all Sub-Agreements.</p>
Disputes	<p>The parties are committed to working collaboratively and harmoniously, to minimize disputes, and to resolve any disputes expeditiously. If a dispute arises, the parties may undertake an informal resolution process, including processes and meetings outlined in the FA, or nominating representatives (or mediator) to resolve the dispute through discussions. Should this process not resolve the dispute, it may be submitted to a court.</p> <p>This section appears with mostly common language in all Sub-Agreements.</p>

Termination and Expiry	<p>The CFA may be terminated with written notice provided by either party, upon termination of the Framework Agreement, upon entry into new arrangements, or if the FNHA ceases to operate. Upon delivery of a notice of termination, the parties have the opportunity to meet to discuss any basis to continue with the agreement. This section also sets out procedures both in the event that there is no successor agreement, and in the event there is a successor agreement.</p> <p>This section appears with mostly common language in all Sub-Agreements.</p>
Assets	<p>The FNHA must use its assets (as funded by the CFA) for the planning, management, design, delivery, funding of FN Health Programs and activities described in the Framework Agreement, any Sub-Agreement, or the IHP and MYHP.</p>
Schedules	<ul style="list-style-type: none"> - Schedule A sets out the functions and funding to be transferred to the FNHA in two phases. Phase 1 includes: FNIHB HQ policy and programs and corporate and management services; TFNHP support; EBP; Health Benefits Service Agreement elements. Phase 2 is all remaining functions not transferred in phase 1. - Schedule B sets out the Funding Commencement Conditions to be satisfied by the FNHA/the parties prior to phases of the transfer, including fundamental governance and operational commitments as described in the FA, the CFA, and Sub-Agreements.

Human Resources Sub-Agreement

Purpose of Agreement and Effective Date	<p>The purpose of the agreement is to facilitate the transfer of eligible Health Canada regional employees to the FNHA as per Schedule 5 of the Framework Agreement. The Sub-Agreement takes effect when signed by the parties.</p> <p>The Human Resources Sub-Agreement outlines the conditions and obligations of each party relating to the transfer of employees from the First Nations Inuit Health Branch, Corporate Services Branch and the Chief Financial Officer Branch – BC Region, to the First Nations Health Authority.</p>
Offers of Employment	<p>The FNHA will provide a Reasonable Job Offer to eligible employees in accordance with the National Joint Council Workforce Adjustment Directive (NJC WFAD) and applicable Collective Agreements. This means that there will be full continuity of terms and conditions of employment for transferring employees (i.e. a Type 1). Details with respect to the delivery of the RJO letters and timeframes for the issuing and responses to the RJO are included. Specific provisions are included for employees on leave.</p>
Terms and Conditions of Employment	<p>The FNHA will be subject to provincial labour legislation. The BC Labour Relations Code provisions regarding successorship rights apply.</p> <p>Operational and management considerations and provisions are included, such as for probationary period, vacation and sick leave credits, and overtime. Where applicable, Health Canada will pay for severance benefits to transferring employees prior to the transfer of those employees (where they have not already been paid out), and where it cannot do so, Health Canada will pay a lump sum to the FNHA to cover those costs, as the FNHA then inherits that responsibility.</p>
Privacy and Confidentiality	<p>Canada has, in accordance with federal statutes, provided the FNHA with transferring employees' information so that the FNHA can issue the RJO. The HR Sub-Agreement contains provisions addressing the commitments to share personal information consistent with federal legislation, provincial legislation, the Confidentiality and Non-Disclosure Agreement and the Information Sharing Sub-Agreement.</p>
Claims and Proceedings Involving Transferred Employees	<p>Canada will maintain responsibility for any legal claims and proceedings that occur pre-transfer (i.e. collective agreement grievances, labour board adjudications, occupational health and safety complaints, human rights complaints, etc.), including any costs associated with those claims.</p>
Scope of Collective Agreements	<p>By virtue of the <i>BC Labour Relations Code</i>, collective agreements in force at the time of the transfer remain in effect. The HR Sub-Agreement provides that to the best of Canada's knowledge, no external practices, policies or procedures have been incorporated into the applicable collective agreements (through past practice or negotiation history). Canada will make reasonable efforts to provide relevant information to the FNHA where appropriate.</p>
Schedules	<p>Schedules include:</p> <ul style="list-style-type: none"> - List of eligible positions (those to receive RJOs) - National Joint Council Workforce Adjustment Directive - List of Relevant Collective Agreements - Directive on Terms and Conditions of Employment

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Health Benefits Sub-Agreement

<p>Responsibility for the Provision of Health Benefits</p>	<p>As of the effective date, the First Nations Health Authority (FNHA) will have responsibility for the design, management, and delivery of health benefits to First Nations individuals in BC. As per the Health Benefits Service Agreement, Canada will provide elements of the program on behalf of the FNHA for the buy-back period.</p> <p>The Health Benefits Sub-Agreement outlines the conditions and obligations of each party relating to the transfer of benefits services to the FNHA. The FNHA health benefits program will establish policies and procedures for the categories of health benefits, eligibility for the program, coordination of benefits, selection of providers and management of provider relationships, and benefits claims processing, adjudication, and payment.</p> <p>The Sub-Agreement sets out a phased approach to the transfer to be further described in a Health Benefits Service Agreement – a two to four year “buy-back” arrangement, wherein the FNHA will “buy back” the current NIHB Program from Health Canada. There will be a coordinated management arrangement during the buy-back period, in which Health Canada, the FNHA, and the parties collectively will have clearly defined roles and responsibilities.</p>
<p>Health Benefits</p>	<p>The FNHA will provide the benefit areas of pharmaceuticals, dental, vision, medical transportation, medical supplies and equipment.</p>
<p>Sharing of Information</p>	<p>The parties will share information regarding NIHB and the FNHA health benefits program clients and eligibility matters, and the FNHA will work with BC to coordinate and share information on the eligibility of the FNHA health benefits program clients for the BC Medical Services Plan. The Health Benefits Sub-Agreement also outlines the applicability of the Confidentiality and Non-Disclosure Agreement, and the Information Sharing Sub-Agreement.</p>
<p>Transition</p>	<p>A Health Benefits Service Agreement will take effect on the effective date and remain in place for two to four years. The Service Agreement will ensure continuity of services to beneficiaries, and involves the FNHA’s purchase of health benefits services from Health Canada. The FNHC and HC will also form a committee to be chaired by the DG of Health Benefits and the Vice-President of Health Benefits for the purposes of discussing post-transition and post-buy back preparation and planning. Following the expiry or termination of the Service Agreement, the FNHA will deliver its health benefits program, and may access advice from Canada to inform its program.</p>

Information Sharing Sub-Agreement

Purpose of the Agreement and Effective Date	The purpose of the agreement is to establish roles and responsibilities of Canada and the First Nations Health Authority (FNHA) for the collection, use, disclosure, retention, disposal, and protection of Personal Information, for the purposes specified in the agreement. The agreement takes effect on the date it is signed by the parties.
Legal Authorities	<p>Describes the specific pieces of legislation (such as the <i>Privacy Act</i>, <i>Department of Health Act</i>, <i>Appropriations Act</i>, <i>BC Personal Information Protection Act</i> (until the FNHA becomes a public body) and <i>BC Freedom of Information and Protection of Privacy Act</i> that apply to Canada and the FNHA when collecting, using, or disclosing personal information for different specified purposes.</p> <p>The FNHA will notify Canada if it is designated as a “public body”.</p> <p>Describes the interrelationship and application of the Confidentiality and Non-Disclosure Agreement and the Sub-Agreement to confidential information disclosed.</p> <p>This agreement applies to personal information shared between Health Canada and the FNHA.</p>
Roles and Responsibilities of Canada and FNHA	<p>Canada must comply with the federal Privacy Act and any applicable laws and federal policies in implementing the Sub-Agreement. The FNHA must comply with the Personal Information Protection Act or the Freedom of Information and Protection of Privacy Act (as applicable) in implementing the Sub-Agreement.</p> <p>The parties: must make best efforts to ensure the accuracy of personal information disclosed to one another; and, agree that compliance monitoring is achieved through providing reports to one another as requested.</p>
Responsibilities	Canada and the FNHA have responsibilities with respect to collection, use, disclosure and protection of personal information consistent with the purposes specified in the Sub-Agreement and as permitted/required by law, and to communicate/collaborate with the FNHA in the event of any accidental or unauthorized access to personal information, or potential breach of the terms and conditions of the Sub-Agreement. The FNHA must implement appropriate security measures to protect and safeguard personal information.

Records Transfer Sub-Agreement

Purpose of the Agreement and Effective Date	The purpose of the agreement is to outline the terms, conditions, roles and responsibilities for transferring records from Canada to the First Nations Health Authority (FNHA) that are necessary for the FNHA to operate. The agreement takes effect on the day it is signed by the parties.
Identification of Records to be Transferred to FNHA	An inventory of the records, their form, location and related program will be carried out by Canada. The parties will then review the inventory and select which records are necessary for the operations of the FNHA.
Agreement to Transfer Records and Provide Copies of Records	The FNHA custody and control of records transferred from Health Canada begins 1 October 2013.
Canada and FNHA Responsibilities in Relation to Transfer of Records and Provision of Copies of Records to FNHA	Health Canada has responsibilities to provide records, or copies of records (archival and non-archival) to the FNHA. Some records may have information removed (e.g. personal information, information subject to solicitor-client privilege, or information subject to a litigation hold). Canada and the FNHA will coordinate with respect to any third party requests for records. The FNHA will comply with applicable provincial legislation and FNHA policies, and will coordinate with Canada with respect to any third party requests for records.
Process for Records Identified After 1 October 2013	Allows for an ongoing communications and records transfer process in the event Health Canada discovers any additional records after the transfer date. This process is consistent with the terms and conditions in the Sub-Agreement.

Novation Sub-Agreement (Contributions)

<p>General</p>	<p>The Novation Sub-Agreement outlines the conditions and obligations of each party relating to the transfer of the funding contribution agreements from the FNIHB-BC Region to the First Nations Health Authority (FNHA). Novation is the substitution of a new contract for an old one. In this case then, Novation ends the Canada contribution agreements and replaces them with a new contribution agreement between the recipient and the FNHA.</p> <p>As part of this agreement, the template that will be used to novate the agreements will be attached as a schedule called the “Three Party Novation Agreement”.</p>
<p>Canada Contribution Agreements (CAs) to be Novated</p>	<p>Canada and the FNHA will continue to take steps to seek the support of First Nations Health Providers to the novation process.</p> <p>Both parties will review and agree in writing which CAs will be novated (Schedule A) and may update this list by way of letter. Schedule A, which sets out the details of those CAs, will be updated on a monthly basis to capture any changes that are made to those CAs between the time of the signing of the Sub-Agreement, and the Phase 2 Transfer Date.</p> <p>The FNHA will advise Canada by July 2, 2013, whether it intends to continue with any third-party or co-management processes.</p>
<p>Communications and Timelines</p>	<p>The FNHA and Canada will develop a joint communications strategy to introduce, explain and seek support and completion of the Novation process. This includes regional caucus meetings with groups of Selected First Nation Health Providers, Health Directors and First Nations political representatives (separate communications arrangements may be made for providers that do not represent First Nations communities and those that hold RHSP CAs).</p> <p>A joint letter will be sent to First Nations Health Providers before the end of April 2013, stating that the FNHA is offering to take over the CA on the same terms and conditions by way of novation; appending the Three-Party Novation Agreement; and cautioning that CAs will be terminated if a Novation Agreement is not completed by the required timeframe.</p> <p>By the end of April 2013, Canada will prepare and send to First Nations Health Providers, in triplicate, a final unsigned Novation Agreement for their CA and meet with representatives of those Health Providers as required (FNHA staff will be kept informed of these meetings with an offer to attend). Follow-up letters may be sent as required.</p>

<p>Novation Process</p>	<p>Outlines the legalities required of any Novation Agreement (i.e. takes effect on the Phase 2 Transfer Date, terminates the Canada CA in favour of a new contribution agreement between the recipient and the FNHA, sets out roles and responsibilities, includes a photocopy of the Canada CA).</p> <p>From now to the Phase 2 Transfer Date, any material amendments (that increase funding, change the duration, or change any programs) to any existing CA will require the consent of the FNHA. Canada may make other changes to the CAs without the consent of the FNHA (administrative amendments that do not increase funding or change the rights or obligations of the parties, short-term funding changes that do not carry over past the Novation Date).</p> <p>The parties will review Residential Schools Health Supports Program CAs and agree which of these should be transferred to the FNHA by way of Novation.</p> <p>The sub agreement provides options to the FNHA regarding third party or co management situations.</p> <p>Canada is responsible for all CAs to the Novation Date, and the FNHA for all CAs after the Novation Date.</p>
<p>Termination Option for Canada CAs</p>	<p>The parties may choose to not Novate or replace a Canada CA. In that case, Canada will provide a notice of termination to the provider.</p> <p>If any provider refuses Novation, Health Canada will provide a notice of termination to the provider (no later than 90 days prior to the Phase 2 Transfer Date). The FNHA will then offer a replacement FNHA funding agreement that will be materially the same as the existing Canada CA (for a two-year period following the Phase 2 Transfer Date).</p>
<p>Schedules</p>	<p>Schedules include:</p> <ul style="list-style-type: none"> - Selected Canada CAs (to be taken over by the FNHA by way of Novation) - Sample Three-Party Novation Agreement - Joint Letter - Letter regarding Pre-Novation Amendments to Selected Canada CAs

Accommodations Sub-Agreement (Office Space)

General	The agreement will commence when signed by the parties and expires on the date that all Leasing Arrangements have been signed and are in effect. The Accommodations Sub-Agreement outlines the conditions and obligations of each party relating to the transfer of office space from FNIHB-BC Region to the First Nations Health Authority (FNHA).
Health Canada Office Space	<p>Health Canada locations <i>owned</i> by Canada are identified. The FNHA and Canada will make efforts to enter into leasing arrangements for whichever of these Crown-owned office locations are selected by the FNHA (and set out in a Schedule to the agreement). Minimum requirements of an appropriate leasing arrangement for these properties are included (i.e. be based on the lease template appended as a Schedule, provide for the payment of rent at market rates, etc.)</p> <p>Health Canada locations <i>leased</i> by Canada from third party landlords are identified. The FNHA and Canada will make efforts to enter into appropriate lease arrangements for whichever of these Crown-leased office locations are selected by the FNHA (and set out in a Schedule to the agreement). Minimum requirements of an appropriate leasing arrangement for these properties are included.</p>
Leasing Arrangements: Processes and Certain Terms	<p>In the pre-transfer period, Canada will consult with the FNHA (through the Interim Management Committee) with respect to any decisions about current leasing arrangements. Canada will further share information to enable the FNHA to make informed decisions with respect to office space, including information about any problems with leasing arrangements.</p> <p>The FNHA indemnifies Canada in relation to each lease and is required to take out insurance.</p>
Schedules	<p>Schedules include:</p> <ul style="list-style-type: none"> - Crown-Owned Space - Crown-Owned Space Selected by the FNHA - Crown-Leased Space - Crown-Leased Space Selected by the FNHA - PWGSC Template Lease - Assignment Template and Sub-Lease Template

Capital Planning Sub-Agreement (Health Facilities)

General	<p>The Capital Planning Sub-Agreement takes effect when it is signed by both parties.</p> <p>The Capital Planning Sub-Agreement outlines details for the transfer of FNIHB-BC Region's Capital Planning programming and funding for First Nations Health Facilities to the First Nations Health Authority (FNHA).</p>
Responsibility for First Nations Health Facilities	<p>Outlines the context of the current pre-transfer policies of Health Canada regarding First Nations Health Facilities: Canada provides funding to First Nations Health Providers to assist with Health Facilities (plan, design, construction; medical & office equipment; repair, operations, maintenance; environmental assessments); however, Canada does not own or control those Health Facilities (on-reserve facilities subject to Indian Act; off-reserve facilities owned by First Nations Health Providers).</p> <p>Through the Novation process, the FNHA will assume responsibility for any agreements with First Nations Health Providers for First Nations Health Facilities. The FNHA will design and deliver its own capital facilities program, which will provide a minimum for: planning (including environmental assessment), construction, repair, maintenance, protection of First Nations health facilities on-reserve; purchase, leasing, construction, repair, maintenance, protection of First Nations Health Facilities off-reserve; equipment required for those facilities; supply of utilities and communications for those facilities; and environmental remediation. The FNHA is also responsible for managing capital funding agreements, including through on-site visits and reporting and undertaking audit and evaluation functions.</p> <p>Canada and the FNHA will engage in ongoing discussions to exchange information on issues related to First Nations health facilities.</p>
FNHA Capital Projects	<p>The FNHA may own/lease and operate health facilities for the purpose of providing health services and/or own/lease and operate health-related businesses that generate revenues. It may use capital funding under the CFA only for that portion of any facility or business expenses that are exclusively for the purpose of planning, managing, designing, delivering, and funding the delivery of First Nations Health Programs.</p>

<p>FNHA Interim and Multi-Year Capital Plans</p>	<p>The FNHA will prepare a capital plan for its First Nations Capital Facilities Program and the purposes described in Section 4. This will initially consist of an Interim Capital Plan and, at the time that the MYHP is developed under the CFA, a Multi-Year Capital Plan (5 years, and on the same cycle as the MYHP) that will be informed by an open, consultative and transparent process with stakeholders including Canada, BC and regional First Nation representatives, and based on publicly stated criteria and processes.</p> <p>The Multi-Year Capital Plan will contain, at a minimum: objectives; capital investment planning; facilities management planning; environmental management; facility audit and data collection. Canada will engage in ongoing discussions with the FNHA, including providing suggestions and assistance with the Capital Plans as requested.</p> <p>The FNHA and Canada will discuss any federal funding for new capital programs, including environmental remediation programs and services.</p>
<p>Facility Building and Safety Standards and Audit</p>	<p>In any health funding agreements used for funding the construction, operations and maintenance or repair of FN Health Facilities, as well as other facilities, the FNHA will: require compliance by the funding recipient with applicable building laws, codes, health and safety regulations and environmental standards; and, include facility audit powers.</p> <p>The FNHA will observe these same standards (or higher) in any health or other facilities it owns or leases directly, or in any on-reserve facility it obtains rights to use.</p>
<p>Environmental and Hazardous Materials Surveys of FN Health Facilities Conducted By Canada</p>	<p>Prior to the Phase 2 Transfer Date, Canada will provide to the FNHA a status report of any hazardous materials or environmental site assessments (including any surveys, assessments, results or remediation processes funded) conducted on FN health facilities over the past two years. Canada has not conducted such surveys for all First Nations Health Facilities.</p>
<p>Schedules</p>	<p>Schedules include:</p> <ul style="list-style-type: none"> - List of Existing FN Health Facilities - Minimum Requirements for the FN Capital Facilities Program relating to FN Health Facility funding (requires BCR approval authorizing construction; lands for facilities must be surveyed; off-reserve, applicable zoning and laws apply; funding agreement minimum requirements)

Assets and Software Sub-Agreement

Purpose of Agreement and Effective Date	<p>The purpose of the agreement is to set out the terms and conditions for the transfer of assets and software. The Assets and Software Sub-Agreement outlines the conditions and obligations of each party relating to the transfer of assets and software from FNIHB-BC Region to the First Nations Health Authority (FNHA).</p> <p>The Sub-Agreement takes effect when signed by the parties and remains in effect until the end of the CFA.</p>
Determination of Assets and Software to be Transferred	<p>Following the signing of the Sub-Agreement, any changes to the lists of assets and software to be transferred (as captured in Schedules 1-4) will be carried out through exchange of letters between the parties. Up to 60 days prior to the Phase 2 Transfer Date, either party may make unilateral changes to the lists of assets and software, but within the 60 days prior to the Phase 2 Transfer Date, any changes require the consent of the other party. Any assets not selected by the FNHA may be disposed of, transferred, or removed by Canada.</p>
Agreement to Transfer Assets and Software	<p>Outlines the date and time of the transfer of assets from Health Canada and their subsequent acquisition by the FNHA. The FNHA is liable for any applicable transfer taxes and responsible for obtaining insurance for the transferred assets and software.</p>
Transfer of Assets	<p>The FNHA acknowledges that it is acquiring the assets in their “as-is, where-is” condition and has the opportunity to conduct investigations and inspections of the assets in advance of the signing of the Sub-Agreement. Canada will maintain the assets in good condition until the transfer, but makes no warranties with respect to those assets (apart from Canada’s ownership of those assets).</p>
Transfer of Licenses for Commercial Off The Shelf Software	<p>The transfer of four categories of End User License Agreements will be transferred on an “as-is” basis.</p>

Transfer of Licenses for Custom-Developed Software in Schedule 3	<p>Canada grants to the FNHA a personal, non-transferable, non-exclusive, revocable, royalty-free and fully-paid license to reproduce, modify, translate, and use the Custom-Developed Software set out in Schedule 3 for the purposes of the Framework Agreement (subject to the terms of and compliance with the Sub-Agreement, and third party rights, and not including proprietary rights). This license extends to any improvements Canada may make to the software. The FNHA can make improvements to the software. The FNHA will own these improvements and grants a license to Canada to use those improvements. Canada can make improvements to the FNHA improvements, and upon request will provide a copy of those improvements to the FNHA. Every 6 months, the parties will notify one another of improvements made to the software and will consult one another when developing improvements.</p> <p>The FNHA may sub-license its rights to affiliates and service providers (and remains responsible for the use of the software by the sub-licensee). The licensed rights commence on the Phase 2 Transfer Date and continue in force until the end of the CFA.</p> <p>The licenses are transferred on an “as-is” basis and Canada makes no warranty or representation for the software or its intellectual property. The FNHA uses the software at its own risk and acknowledges it has had the opportunity to conduct due diligence with respect to the software.</p> <p>In the event of any lawsuit against the FNHA arising from the use of the software, the parties will jointly decide on the next steps and will notify one another in the event that infringement of the software is suspected or uncovered.</p>
Transfer of Licenses for Custom-Developed Software in Schedule 4	<p>Schedule 4 lists software for which there is some question with respect to the integrity of ownership of the intellectual property in the software. The same terms and conditions established in Section 7 apply. Additionally, Canada makes no representation or warranty as to the intellectual property of this software, and the FNHA recognizes that there is some question as to the integrity of ownership of that software and accepts the risk.</p>
Covenants of Canada	<p>Up until midnight on September 30, 2013, Canada will continue to operate in a manner consistent with past practice, in terms of supplier relationships, transactions, and the transfer/lease/disposal of software.</p>
Sharing of Information	<p>The Confidentiality and Non-Disclosure Agreement, the Information Sharing Sub-Agreement and the Records Transfer Sub-Agreement will have application to this Sub-Agreement.</p> <p>Canada will provide the FNHA access to post-transfer planning advice in relation to transferred assets and software upon request of the FNHA.</p>
Insurance	<p>The FNHA will have comprehensive liability insurance for all actions, liabilities and claims resulting from the management and use of the transferred assets and software or other activity undertaken under the Sub-Agreement.</p>

**Tripartite Framework Agreement on First Nation Health Governance
Sub-Agreement Summary**

Schedules	Schedules include: <ul style="list-style-type: none">- Transferred Assets (IT assets; e-health assets; vehicles; capital assets over \$10,000; non-IT assets under \$10,000; consumable supplies)- Commercial Off-The-Shelf Software (four categories)- Custom-Developed Software- Custom Developed Software (with questions with respect to ownership of intellectual property)
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