BRITISH COLUMBIA TRIPARTITE FIRST NATIONS HEALTH
BASIS FOR A FRAMEWORK AGREEMENT ON HEALTH GOVERNANCE

Between
BC FIRST NATIONS
As represented by the First Nations Health Council
And
Her Majesty the Queen in Right of CANADA
As represented by the Minister of Health
And
Her Majesty the Queen in Right of BRITISH COLUMBIA
As represented by the Minister of Health Services and
The Minister of Healthy Living and Sport
("The Parties")

July 26, 2010

Tripartite First Nations Health Plan

This "Basis for a Framework Agreement on Health Governance" has been initialled by the lead negotiators for each of the Parties. It is submitted to the Principals with a recommendation that each Party seek authority to conclude a Framework Agreement based on this document.

Government of Canada

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BRITISH COLUMBIA
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FIRST NATIONS HEALTH COUNCIL

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1: INTRODUCTION

While diverse in language, as well as cultural and spiritual practices, historically, First Nations in BC share commonalities in approaches to the health and wellness of their people. The elders, community, and the Nation have always ensured the wellness of their people and next generations through their own governance systems that incorporated traditional knowledge, medicines, values and beliefs. However, in recent history there have been disruptions in these inherent systems. The health status of First Nations is less than British Columbia residents. BC First Nations and the governments of Canada and British Columbia agree that the health system needs to better address the overall health needs of BC First Nations. Today, BC First Nations are working in partnership with the Federal and Provincial governments to address this issue and to improve the health services and outcomes of First Nations people.

In November 2005, the Government of BC, ("the Province"), the Government of Canada, ("the Federal Government") and the political executives of the First Nations Summit, the BC Assembly of First Nations, and the Union of BC Indian Chiefs, signed the Transformative Change Accord (TCA). The TCA established commitments for a 10-year plan to bridge the socio-economic gaps in each of the following four areas: Education, Health, Housing and Infrastructure, and Economic Development. The TCA acknowledged that:

> "…new resources will be required to close the gaps…" and "…recognize[d] the need to examine how existing resources are expended with the view that transformative change will require different funding approaches." (page 2, TCA)

The TCA led to the Transformative Change Accord: First Nations Health Plan (TCA: FNHP) released in November 2006 by the Province and the BC First Nations Leadership Council. As stated in this document:

> "The actions identified in the Transformative Change Accord are necessary but not sufficient to close the health gaps." and "Closing the health gap must also include addressing conditions such as poverty, education, housing, employment and economic opportunities affecting First Nations." (pages 3 and 4, TCA: FNHP)
>
> "There is an opportunity to improve the linkages between health planning at the community level and the regional planning activities of the Health Authorities. First Nations must be more involved in decision-making regarding their health and well-being, and must be involved in health planning, the delivery of health services and the monitoring of health outcomes. First Nations recognize their responsibility and leadership role to improve the health of First Nations individuals, families and communities. In order to support these things, First Nations require improved coordination, processes and mechanisms, and health care services must be provided in a collaborative and coordinated manner so that gaps in health care services can be closed and reciprocal accountability is implemented." (page 5, TCA: FNHP)
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> "The Province has the responsibility for providing all aspects of health services to all residents of British Columbia, including Status Indians living on and off-reserve. The Federal Government has a financial responsibility to support the delivery of health

services to Status Indians on reserve and pays for Medical Service Plan premiums for Status Indians (page 4, TCA-FNHP)

The Federal Government joined with the Province and First Nations Leadership Council to build on the TCA: FNHP by releasing the Tripartite First Nations Health Plan (TFNHP) in June of 2007.

The TFNHP states:

> "First Nations health services will be delivered through a new governance structure that leads to improved accountability and control of First Nations services by First Nations." (pg. 2, TFNHP)
>
> "The Parties will discuss potential changes to programs and services (including the transfer of programs and services) that might impact on other Parties." (page 3, TFNHP)
>
> "All Parties to this Plan will contribute financially and/or in kind to the implementation of the new First Nations health service governance and delivery structures and other elements of the Plan, based on mandates, available resources and authorities." (page 4, TFNHP)

It is envisioned that the new health governance structure will consist of four components, a First Nations Health Council (FNHC), a First Nations Health Directors Association (FNHDA), a Provincial Committee on First Nations Health, and a new First Nations Health Authority (FNHA).

This commitment recognizes the importance of First Nations decision-making in the design and delivery of health services for First Nations peoples and the need to evolve the "Province's and the Federal government's roles to governance partners and funders."(page 2, TFNHP). The Parties confirm that BC First Nations governance over their own health will assist in the improvement of the health status of their people, and therefore, the new arrangement will not diminish this but will ensure it is recognized, respected and supported.

BC First Nations will work through a First Nations designed health governance structure to enact policies, measure success, allocate resources, and establish service standards for First Nations peoples in BC. BC First Nations will have direct influence and decision making over programs, services, functions and activities transferred from Health Canada to the FNHA.

This Basis for a Framework Agreement on Health Governance (the "Basis Agreement") provides the basic commitments and processes necessary to develop a new administrative arrangement for the delivery of existing federal health services that uniquely reflects the cultures and Indigenous perspectives of BC First Nations and that is founded on a First Nations definition of health and wellness.

BC First Nations will bring forward a perspective of wellness to address the health of their people rather than a focus only on treatment once people have developed health issues. The wellness perspective will incorporate a holistic approach that will look at ensuring First Nations people achieve a healthy balance in the four aspects of their lives as described in the medicine wheel: mental, spiritual, emotional, and physical well-being. To achieve this,

BC First Nations will work to implement health initiatives that will include proactive measures to address health promotion and injury and disease prevention as well as contributing to the advancement of positive change for First Nations in relation to the social determinants of health such as education, housing, and economic development.

The Parties will continue to be engaged in tripartite negotiations to further develop, identify, and outline the commitments, and processes necessary for the creation of a new FNHA, and the other three components of the new First Nations health governance structure, consistent with the vision, principles, and objectives identified in the TFNHP.

The new First Nations health governance structure will support the development of an integrated health system in British Columbia, in which BC First Nations, will be "…fully involved in decision-making regarding the health of their peoples." (Page 1, TFNHP). Under this new system, the Federal Government will evolve from a designer and deliverer of health services to that of a funder and governance partner, and BC First Nations, the Province, and the Health Authorities will work more closely to ensure that federally and provincially funded health programs and services will be better coordinated and will more effectively meet the needs of BC First Nations.

This new governance structure will work within the legal framework for health in British Columbia.

2: GENERAL PROVISIONS

2.1 PURPOSE

This Basis Agreement sets out the description of the elements, mutual undertakings and processes that will form the foundation for the negotiations of a British Columbia Tripartite First Nations Framework Agreement on Health Governance (the "Framework Agreement") between the Federal Government and the Province and the First Nations of British Columbia.

The Parties intend for the Framework Agreement to:

- Uphold and build upon the outcomes as agreed upon in the TCA:FNHP and TFNHP;
- Be used as a framework to create a new health governance structure;
- Clarify the relationship and commitments between the Federal Government and the Province and BC First Nations in the areas of health;
- Clarify how the Parties will work together to develop processes to better address the social determinants of health for First Nations in BC;
- Set out the roles and responsibilities of the FNHA which will work in partnership with the Provincial Ministries of Health and the Health Authorities to create a more integrated seamless health system that better meets the needs of First Nations.
- Provide for the transfer of the policy and service delivery role currently undertaken by the Federal Government to BC First Nations to operate and to form new partnerships with the Health Authorities. It will set clear targets and milestones for that transition;
- Set out the main commitments for the transfer of federal funding to First Nations to support the federally transferred programs and services that include: community programs (including the retained sunsetting programs), NIHB, capital, policy and

program leadership, management and administrative services, support to the Tripartite First Nations Health Plan, and contains provisions for a ten-year agreement with an annual escalator that is established for the first five (5) years; and

- Recognize that there will be subsequent agreements detailing specific bilateral commitments.

2.2 PRINCIPLES

The Parties acknowledge and uphold the agreed upon set of principles identified in the TFNHP. These principles as well as those stated below will guide the formulation of the commitments and processes to be set out in the Framework Agreement.

a) Respect and Recognition:

- The Parties recognize the need for BC First Nations to be able to govern their health.

- A new First Nations health governance structure will be founded on the recognition that BC First Nations governance in health requires having direct input and decision making in health matters through a nation-based approach.

- The Parties acknowledge and respect established and evolving jurisdictional and fiduciary relationships and responsibilities, and will seek to remove impediments to progress by establishing effective working relationships (page 2, TFNHP).

- The Parties recognize that First Nations' models of wellness, which include cultural knowledge, values and traditional health practices and medicines, will enhance First Nations health and the health care system.

b) Governance and Partnerships:

- The Parties acknowledge that First Nations have the authority to design and deliver health services at the community level and that First Nations are governance partners. The Parties understand governance to refer to certain administrative arrangements established as a result of the implementation of the TFNHP under which BC First Nations manage a system for First Nations health services.

- Health services will generally be delivered at local or community levels unless economies of scale and aggregated services are necessary through collaborative arrangements at a regional or provincial level to address issues such as population health matters.

- The role of Health Canada will shift from a designer and deliverer of health services to a funder and governance partner.

- The Province will continue to be a funder of the TFNHP and a governance partner as well as a continued provider of provincial health services.

- The Parties will continue to develop effective governance partnerships, including with the Health Authorities (HAs), for matters relating to First Nations' health.

- Information will be shared between Parties in an open and timely manner, subject to and in accordance with the law (page 3, TFNHP)

c) Strengthening and Restoring Health and Well-being:

- The Parties recognize that a new governance structure for the planning, management and delivery of health services for BC First Nations is intended to lead to improvements in the quality, accessibility, delivery, effectiveness, efficiency, and cultural appropriateness of health services, programs and services for BC First Nations peoples.

- The Parties recognize that the transfer of health policy and program responsibilities to BC First Nations would facilitate the development of holistic and better integrated programs that could improve necessary linkages in education, child and family, housing, etc. This would have the dual benefit of improving health services and facilitating action on the social determinants of health.

- The Parties recognize that health programs and services are only one of the determinants of health and agree that the way forward will require joint commitments to deal with the social and economic determinants.

d) Accountability:

- The new health governance structure will be based on reciprocal accountability of the Parties, as well as a commitment to transparency, credibility, and collaboration as described in Sections 7 and 8 of this Basis Agreement. Reciprocal accountability is described in the TFNHP as "each Party will be responsible to the others for obligations and commitments under this Plan" and relates to all of the agreements (TCA-FNHP, FNHP-MOU, TFNHP and Framework Agreement).

2.3 GOALS

The Parties continue to work toward the shared vision identified in the TFNHP with the understanding that this vision recognizes, respects, and upholds the purpose and principles as identified in this Basis Agreement. For greater certainty, the Province and BC First Nations reiterate and reconfirm their commitments as set out in the TCA: FNHP and the Parties reiterate and reconfirm their commitments as set out in the FNHP-MOU and TFNHP. The Parties recognize the vision to include the following goals:

a) To create a new First Nations health governance structure that will result in a better more integrated and responsive health system with reduced jurisdictional obstacles to continuity of care. The new structure will deliver quality services and support equitable access for First Nations in British Columbia. Duplication will not occur and a parallel health service delivery structure will not be created;

b) To continue working in partnership to meet the purpose, vision, and targeted outcomes identified in the TFNHP;

c) To assist First Nations, through the new health governance structure, with their responsibilities and efforts to improve the provision of health services through providing support for First Nations communities to develop and implement community health and wellness plans;

d) "First Nations in all regions of British Columbia will have access to quality health services comparable to those available to other Canadians living in similar geographic locations." (Page 2, TFNHP); and

e) To ensure "…prevention and primary health services on-reserve [are] improved so that they meet or exceed those services provided off-reserve." (Page 14, TCA: FNHP)

2.4 NO PREJUDICE

This Basis Agreement and the Framework Agreement are not intended to have the effect of, or be interpreted as:

a) Recognizing, affirming or denying, any Aboriginal or Treaty Rights of First Nations;
b) Abrogating or derogating from (i) any existing aboriginal and treaty rights of First Nations; or (ii) the application and operation of section 35 of the *Constitution Act 1982* to such rights;
c) Ending or altering the evolving fiduciary relationship between the Crown and BC First Nations;
d) Altering any responsibilities of the federal and provincial governments for First Nations health (except to the extent that the means of discharge of any such responsibility may change in accordance with the laws of Canada and/or British Columbia in respect of the planning, managing and delivering of health care programs and services on behalf of BC First Nations people under or as a result of this Agreement); or
e) Modifying any treaty or creating a new treaty within the meaning of the *Constitution Act, 1982.*
f) Prejudicial to any applications, court actions, negotiations or settlements with respect to land claims or land entitlements involving any of the BC First Nations; and
g) Prejudicial to the implementation of any inherent right of self-government or any agreements that may be negotiated with respect to self-government with and of BC First Nations.

The Parties acknowledge that the arrangements entered into under this Basis Agreement are not intended to determine, delineate, or define:

a) The distribution of powers between the Federal Government and the Province in relation to health; or
b) The scope of federal jurisdiction under section 91(24) of the *Constitution Act*.

3: ESTABLISHING A NEW GOVERNANCE STRUCTURE FOR FIRST NATIONS HEALTH

Health governance refers to BC First Nations having direct influence and decision-making in the design and delivery of their health programs and services.

A new First Nations health governance structure will support health services to be delivered at local or community levels. When economies of scale and aggregated services are necessary, services will be delivered through collaborative arrangements at a regional or provincial level to address matters such as population health.

3.1 CONTINUING COMMITMENT

The Parties confirm that they are committed to continue working together and to take the necessary steps through a staged approach to seek the establishment of a new governance structure for First Nations health services in British Columbia.

The Parties agree that the establishment of a new health governance structure, and the components within, will adhere to and uphold the agreed upon principles outlined in this Basis Agreement.

The Federal Government agrees to an annual meeting between the First Nations Health Council and Indian and Northern Affairs Canada's Quality of Life table and an annual meeting between the First Nations Health Council and the Federal Interdepartmental Committee on Aboriginal Issues which would serve to influence the work of Federal Deputy Ministers responsible for health and social determinants of health matters.

The Province agrees to an annual meeting between the First Nations Health Council and the Deputy Minister's Committee on Recognition and Reconciliation.

This commitment of the federal and provincial governments to invite the FNHC to annual meetings of their respective Committees cited above will extend as well to any new committee created to replace them and whose mandate is to address health and social determinants of health matters.

The FNHA will provide technical support for the FNHC at these aforementioned meetings, and the FNHDA will be included when deemed necessary.

3.2 GOVERNANCE

The components of the new governance structure will include:

a) A First Nations Health Council (FNHC);
b) A First Nations Health Directors Association (FNHDA);
c) A Provincial Committee on First Nations Health; and
d) A First Nations Health Authority (FNHA).

These organizations will work in collaboration with other health service providers including First Nations and their designated health organizations, Health Authorities and other federal and provincial departments and agencies.

The Parties recognize that all components of the new governance structure need to be supported to play an effective role in the overall health system in BC.

3.2.1 First Nations Health Council (FNHC)

BC First Nations have taken steps to create an interim FNHC that is accountable to First Nations leadership and communities. The final form of the FNHC will be determined by BC First Nations leadership, which may include transforming to a regional representative model to potentially provide a voice from BC First Nations from all regions of the province and First Nations peoples on and off reserve.

The role of the FNHC will be:

a) Supporting and assisting First Nations in achieving their health priorities and objectives;
b) Advocacy for BC First Nations on health issues and health services;
c) Supporting First Nations and their designated health organizations in policy analysis and research;
d) Providing a First Nations leadership perspective to policy and program planning processes related to First Nations health; and
e) Providing continued leadership for the implementation of the Transformative Change Accord: First Nations Health Plan and the Tripartite First Nations Health Plan.

3.2.2 First Nations Health Directors Association (FNHDA)

BC First Nations have begun the work to create a FNHDA with a structure and mandate developed by the directors of First Nations health organizations with the support of the FNHC. BC First Nations will complete this work and establish the FNHDA.

As part of the First Nations health governance structure, the Parties intend that the FNHDA will:

a) Represent the health managers and professionals working in First Nations health organizations;
b) Support education, professional development and standards;
c) Act as an advisory body to the FNHC and FNHA on professional and administrative issues; and
d) Provide advice and insight to policy, program planning and design processes.

3.2.3 Provincial Committee on First Nations Health

The Parties will undertake the necessary steps to evolve the Provincial Advisory Committee on First Nations Health into a Provincial Committee on First Nations Health (PCFNH). The PCFNH would include representatives from provincial ministries of Health, Health Canada,

Health Authorities, the FNHA, the FNHC and other members as agreed upon such as representation of the FNHDA or other health partner groups.

The Parties intend that the PCFNH will:

a) Coordinate planning, programming, and service delivery of the FNHA with Health Authorities (HAs) in support of First Nations Community Health and Wellness Plans;
b) Establish reciprocal accountabilities between BC First Nations and the HA's to ensure HA's work with and collaborate with BC First Nations in their respective regions to develop and review their plans and strategies for Aboriginal and First Nations people;
c) Facilitate discussions and coordinate planning and programming between BC First Nations, the Province, and the Federal Government on all matters relating to First Nations health and wellness, including other determinants of health; and
d) Provide a forum for discussion on the measures of reciprocal accountability for the parties with respect to all the agreements (TCA-FNHP, FNHP-MOU, TFNHP and Framework Agreement); and
e) Prepare an annual report for the Ministers of Health and the First Nations Health Council.

3.2.4 First Nations Health Authority

The overall governance structure of the FNHA will be determined by BC First Nations and will be reflective of a nation-based approach to decision making. BC First Nations will work together to drive the overall strategic direction of the FNHA and establish reciprocal accountability measures to define an effective and responsive working relationship between BC First Nations and the FNHA.

BC First Nations will take the necessary steps to incorporate the FNHA as a legal entity under the *Canada Corporations Act* or any successor legislation. Appropriate legal status is deemed important to ensure the FNHA has the powers, authority, and securities necessary to achieve its evolving role and mandate as described in this Basis Agreement.

The Parties agree that the FNHA, including its Board and membership, will be established and will operate consistent with the following principles:

a) Be representative of BC First Nations;
b) Be accountable to BC First Nations;
c) Respect nation-based and community driven principles of BC First Nations;
d) Recognize the importance to individual BC First Nations of their governance role in addressing the health of their communities;
e) Provide for a clear distinction around and between the political and business processes for running the FNHA;
f) Work with BC First Nations where they are at in terms of their governance of health care and the delivery of health services;
g) Be transparent, accountable, and credible;
h) Work in partnership with the Federal Government and the Province, HAs and other components of the new health governance structure to improve health outcomes and wellness for BC First Nations;

i) Uphold reciprocal accountability measures with federal and provincial partners;
j) Optimize resources at a community level;
k) Enhance collaboration among First Nations health providers and other health providers to address economies of scale service delivery issues to improve efficiencies and access to health care;
l) Work with partners to address gaps in health services so that First Nations have equitable access, to quality, culturally appropriate health services (page 9, TCA:FNHP);
m) Work in partnership with the Federal Government, the Province, and HAs, to integrate First Nations models of wellness into the health care system;
n) Operate in a manner that no BC First Nation would be left behind; and
o) Use the following characteristics of a high performing board, as identified by the Institute on Governance, as a guide to create model governance policies and tools:
    i. Develop and maintain a longer term vision and clear sense of direction
    ii. Ensure prevalence of high ethical standards
    iii. Ensure effective performance through sound information
    iv. Ensure financial and organizational health
    v. Ensure sound relationships with key external bodies
    vi. Ensure sound relationships with their members, clients
    vii. Manage risk effectively
    viii. Are accountable
    ix. Ensure soundness of governance system

4: ROLES AND RESPONSIBILITIES OF THE FNHA

4.1 ROLE OF THE FNHA

The Parties intend that the role of the FNHA will initially involve taking over the programs, services functions and activities of the First Nations Inuit Health (FNIH) BC region as well as some FNIH Branch and headquarters roles, activities, and functions. The FNHA will work in partnership with the Province and Health Canada to implement the health action items in the TFNHP.

Transitional measures will be developed by the Parties, which will include joint management provisions and a phased approach over an agreed upon period of time.
The Parties intend that the FNHA will:

a) Incorporate and promote First Nations knowledge, beliefs, values, practices, medicines, and models of health and healing into the health programs and services for BC First Nations;
b) Honour and respect all existing contribution agreements between Health Canada and BC First Nations or their mandated health organizations;
c) Support First Nations and their designated health organization to plan, manage, organize and otherwise carry out their responsibilities and authorities to deliver health services to their communities;
d) Work to ensure "…prevention and primary health services on-reserve [are] improved so that they meet or exceed those services provided off-reserve." (pg 14, TCA: FNHP).

e) Continue to provide programs, services and functions as currently provided by the FNIH BC region to BC First Nations in the interim to ensure continuity and minimal disruption to the existing level of support to BC First Nations;
f) Facilitate and support capacity for First Nations communities to work with the FNHA to improve access to appropriate health services through collaborative planning and decision making, and the establishment of comprehensive community health and wellness plans;
g) Over time, modify, redesign, or transform the federal programs, services, functions and activities, through a collaborative and transparent process with the BC First Nations to better meet First Nations health and wellness needs. Any changes that may impact existing contribution agreements will require the approval of the First Nation impacted;
h) Work in partnerships with the Provincial ministries of Health and the Health Authorities;
i) Provide First Nations program and policy advice to the provincial and federal health departments, service providers, and agencies;
j) Provide direct support and service delivery for First Nations health and wellness matters at a population health level, and other areas as agreed to by the Parties and BC First Nations;
k) Collect and maintain clinical information and patient records and to develop protocols with the Health Authorities for the sharing of patient records, consistent with the law, and to better serve First Nations patients;
l) Generate, collect, and enable greater First Nations control over the use, collection and access to health data relevant for the improvement of health services and necessary to monitor and report on First Nations health in BC;
m) Establish standards for health services provided by the FNHA that meet or exceed generally accepted standards;
n) Develop policies and strategies that promote a First Nations wellness system;
o) Work with BC First Nations at a regional level to establish a collaborative health table, forum or institution to reflect their collective authority and to enter into agreements and partnerships with Health Authorities to coordinate programs and services to better serve First Nations as determined by First Nations;
p) Work with educational institutes and regulatory bodies to promote training of First Nations people, adapt education plans and curriculums to better serve First Nations, and encourage health and wellness research that will benefit First Nations; and
q) Work with health professional colleges or associations to support or adapt their standards and practices so as to meet the needs of First Nations;

The FNHA will establish new relationships with Health Canada, other departments in the Federal Government, the Province, provincial ministries of Health, and Health Authorities. These relationships and roles will:

a) Enhance the First Nations opportunities to work with relevant government departments and agencies and their executive staff to improve the health outcomes of BC First Nations;
b) Enhance the FNHA's ability to build multi-sectoral partnerships to better address the social determinants affecting the health status of First Nations;
c) Continue the on-going discussion on the transfer of agreed upon responsibilities and authorities to the FNHA in respect to programs, services, functions and activities to address First Nations Health matters; (Page 3, TFNHP)

d) Facilitate data collection, monitoring, and reporting on First Nations health, including the development of First Nations determined indicators of wellness, by the FNHA, the Province and the Federal Government; and,
e) Establish clear relationships with provincial ministries (including Health Authorities) to support BC First Nations to create partnerships with Health Authorities to ensure services are delivered with direct input by BC First Nations.

4.2 EVOLVING ROLE OF THE FNHA

During the implementation of the FNHA, it is intended that the roles and responsibilities of the FNHA, through its federal and provincial partnerships, will continue to evolve and will be responsive to the needs, interests and priorities of BC First Nations. In particular, the FNHA will continue to work with Health Canada to address First Nations health matters as part of Health Canada's national First Nations health responsibilities.

The Parties recognize that reciprocal accountability framework meetings will take place regularly between the Parties to assess the effectiveness of this partnership and discuss potential changes to roles, powers, or funding that may be required. For example, the FNHA will work to expand its role in Public Health including areas such as water and waste water management.

5: TRANSFER OF FEDERAL PROGRAMS, SERVICES, AUTHORITIES AND FUNCTIONS

5.1 PROGRAMS

The Parties recognize that the transfer of the federal programs, services, and/or functions, including direct and indirect costs, requires the provision of adequate and sustainable funding to the FNHA.

5.1.1 Programs to be Transferred

The Federal Government agrees to transfer the following programs, operations and management and their related support services, functions and activities, to the control of the FNHA within two years of the signing of the Framework Agreement. These programs listed below include the FNIH programs of the BC regional office, Capital and the related headquarter programs and activities that provide federal health services or support to BC First Nations:

a) Children and youth programs (Fetal Alcohol Spectrum Disorder, Canada Prenatal Nutrition Program, Aboriginal Head Start on Reserve, Maternal and Child Health);
b) Mental Health and Addictions Programs (Building Healthy Communities, Brighter Futures, National Native Alcohol and Drug Abuse, Youth Solvent Abuse Program, National Aboriginal Youth Suicide Prevention Program, Indian Residential Schools Resolution Health Support);
c) Chronic Disease Programs and Injury Prevention (Aboriginal Diabetes Initiative, Injury Prevention);
d) Primary Care (Community Primary Health Care and Nursing Services, Oral Health Care, First Nations Home and Community Care);

e) Communicable disease control programs (Vaccine Preventable Diseases (Immunization), Blood Borne Disease and Sexually Transmitted Infections (HIV/AIDS), Respiratory Infections (Tuberculosis, Pandemic Influenza);
f) Environmental Health and Research Programs;
g) Health Governance/Infrastructure Support (E-health solutions, Aboriginal Health Human Resources Initiative, Aboriginal Health Integration Fund, Health Careers Program);
h) Non Insured Health Benefits Program; and
i) Health Facilities and Capital Maintenance.

5.1.2 Non-Insured Health Benefits (NIHB) Program

The Federal Government and the Province agree that the Non-Insured Health Benefits program for First Nations in British Columbia will be transferred to the control of the FNHA at a time mutually agreed upon and subject to a detailed transfer agreement negotiated by the Implementation Committee, described in Section 11.1.

The Federal Government agrees that the FNHA will have the authority to consolidate, amend, integrate, or vary the policy, program and administrative provisions of the program as it sees fit while continuing to offer a program to support the access of First Nations individuals living in BC to pharmaceuticals, dental services, vision services, medical transportation, and medical supplies and equipment.

BC First Nations agree that on accepting the transfer of the NIHB program that they will be responsible for the provision of the services noted above to all First Nations residents of BC.

The Parties agree to negotiate, as part of the NIHB transfer agreement identified above, the manner and process for coordination of the benefits, provisions and administration of the First Nations program or programs with similar federal or provincial programs.

5.2 BC FNIH OPERATIONS

The Federal Government and the FNHA will pursue discussions with the objective of entering into agreements to address their respective roles and responsibilities related to the transfer of the FNIH operations to the FNHA. These agreements will include the following:

a) An Accommodation Agreement that will describe the terms and conditions following a decision made by the FNHA to remain in any Crown-owned or leased office space currently occupied by Regional staff of Health Canada;
b) A Records Transfer Agreement and a Special Information Sharing Agreement that will set out the provisions for records transfer, including privacy impact, consistent use, information sharing, protection of personal information, etc.);
c) A process and procedures for the conducting the audits of all health facilities for environmental or health and safety issues;
d) An Information Technology and Information Management (IT/IM) agreement that will set out the provisions and process for transfer of agreed upon IT/IM infrastructure and services from Health Canada to the FNHA;
e) A Human Resources Transfer Agreement setting out the provisions for a reasonable job offer to full-time and part-time indeterminate employees as per the application of the federal government workforce adjustment guidelines; and

f) An Agreement on the responsibilities associated with the operation and maintenance of health facilities and nurses' residences in BC, including their renovation according to a health facilities capital plan.

The Parties agree that measures will be taken to ensure a smooth transition that will result in continuity and minimal disruptions, if any, in service provision to BC First Nations. This will include establishing continuity in staff and program delivery processes during the transition period.

6. FEDERAL FUNDING

The Federal Government is prepared to negotiate the following funding transfers, to be paid subject to and in accordance with the following funding agreements and processes:

6.1 TEN (10) YEAR FEDERAL FUNDING AGREEMENT

(1) **General**: The Federal Government will transfer an "Annual Federal Amount" to the FNHA under a "Federal Funding Agreement". The Annual Federal Amount will be calculated in accordance with subsection 6.1(3). The Annual Federal Amount will be paid upon and for the transfer of the programs, services and operations set out in section 5 of this Basis Agreement. The Annual Federal Amount will be paid toward all of the costs to be incurred by the FNHA for the delivery of its Multi-Year Health Plan, inclusive of all related corporate and administrative expenses of any kind including employee pay and benefits, policy and program costs including those in subsection 6.1(7).

(2) **Term**: The Federal Funding Agreement will have a term of 10 (ten) years with funding amounts, program delivery and reporting functions organized on an April 1-March 31 "fiscal year" basis. The Federal Funding Agreement may be entered into at once or in stages at any time following the signing of the Framework Agreement for all or part of the Annual Federal Amount, on such date or dates to be determined by the Federal Government and the FNHA. However, the entire Annual Federal Amount and responsibility for all programs set out under section 5 of this Basis Agreement will be transferred within two years of the signing of the Framework Agreement:

(3) **The Annual Federal Amount**: The Annual Federal Amount shall be calculated as follows.

(a) In the initial fiscal year of the Federal Funding Agreement, the Annual Federal Amount will be equal to the Base Year Amount set out in subsection 6.1(4) as adjusted under subsection 6.1(5).

(b) In fiscal years two (2) three (3), four (4) and five (5) of the Federal Funding Agreement, the Annual Federal Amount will be the prior year's Annual Federal Amount (expressed on an annualized basis in the event of prior partial fiscal years) multiplied by the Annual Escalator set out in subsection 6.1(6).

(c) In fiscal years six (6) through ten (10) of the Federal Funding Agreement, the Annual Federal Amount will be the prior year's Annual Federal Amount multiplied by a new Annual Escalator to be determined by the Federal Government and the

FNHA. If negotiations for a new Annual Escalator for fiscal years six (6) through ten (10) are not concluded before the fifth anniversary of that agreement, the FNHA will receive an Annual Federal Amount for the sixth fiscal year and subsequent fiscal years that it is equivalent to the fiscal year five (5) Annual Federal Amount. The two parties may continue negotiations on the escalator until the expiry of the Federal Funding Agreement and if negotiations are concluded before then, a retroactive adjustment will be made for each of the fiscal years six (6) through ten (10) of the Federal Funding Agreement to pay the FNHA any differences, without interest, resulting from application of the new Annual Escalator.

(d) If the Federal Funding Agreement takes effect on a date other than April 1, it will have partial initial and final fiscal years. The Annual Federal Amount for any partial fiscal years will be the amount that otherwise applies under this subsection and proportionally reduced by multiplying it by the number of days it will be paid in that fiscal year and dividing by 365.

(4) **Base Year Amount**: The "Base Year Amount", which has been calculated with reference to the total direct, indirect, support and administrative costs of the Federal Government for funding, providing and administering all federal health programs and services for First Nations in the province of British Columbia described in section 5 is the "2008/9 amount" of $318,832,400 as set out in Schedule "A" plus the Adjustment Factor set out in subsection 6.1(5)

(5) **Adjustment Factor**: The 2008-09 amount in subsection 6.1(4) will be adjusted to the effective date of the transfer of the federal programs to the FNHA to become the Base Year Amount by way of the following ("Adjustment Factor"):

(a) the portion of the 2008/9 amount representing NIHB expenditures ($139,077,700) will be replaced by: (i) $154,881,200 if the transfer occurs in fiscal year 2010-11; or (ii) $ 163,455,600 if the transfer occurs in fiscal year 2011-12 or (iii) $172,511,700 if the transfer occurs in fiscal year 2012-13; plus

(b) the portion of the 2008/9 amount representing Regional Community Program Expenditures ($169,413,900) will be replaced by: (i) $175,212,800 if the transfer occurs in fiscal year 2010-11; or (ii) $178,234,900 if the transfer occurs in fiscal year 2011-12 or (iii) $181,378,300 if the transfer occurs in fiscal year 2012-13; plus

(c) the portion of the 2008/9 amount representing Capital expenditures ($10,340,800) will be replaced by: (i) $10,662,000 if the transfer occurs in fiscal year 2010-11; or (ii) $10,829,800 if the transfer occurs in fiscal year 2011-12 or (iii) $10,998,000if the transfer occurs in fiscal year 2012-13.

(6) **Annual Escalator**: The Federal Funding Agreement will provide for fixed annual increases ("Annual Escalator") of 5.5% to the prior fiscal year's Annual Federal Amount (annualized) in fiscal years two (2), three (3), four (4) and five (5) of the Federal Funding Agreement provided that, and during the time that, the NIHB program is included in the programs transferred to the FNHA under section 5. For any period of time during the above-noted fiscal years that the NIHB program is not included in the programs transferred to the FNHA, the Federal Funding Agreement will provide for fixed annual increases of 4.5%

to the prior year's Annual Federal Amount (annualized). The Federal Government and the FNHA will commit to negotiate an Annual Escalator for the remaining fiscal years of the Federal Funding Agreement in accordance with subsection (3)(c) and 10(a).

(7) **Multi-Year Health Plan**: The FNHA will prepare a "Multi-Year Health Plan" that sets out its goals, priorities, program plans and anticipated allocation of resources and use of funding to be provided by the Federal Government under the Federal Funding Agreement. The Multi-Year Health Plan will be amended from time to time. Copies of the Plan will be made public and available to the Minister. Without limiting the generality of the foregoing, the Annual Federal Amount may be used by the FNHA, subject to its Multi-Year Health Plan, to fund or to support:

(a) the design and delivery by the FNHA of the transferred health programs, services and operations in a manner to be determined by the FNHA under its Multi-Year Health Plan in order to best serve the health needs of BC First Nations;

(b) administrative, policy and program support and leadership by the FNHA for the transferred programs and services and for their development and design or re-design by the FNHA;

(c) management and corporate services of the FNHA.

(8) **Funding Flexibility**: The Federal Funding Agreement will provide for flexibility in the allocation of resources and in the design and prioritization of programs. The Annual Federal Amount will not be reduced by any of the following:

(a) **Surplus funds / Carry-over**: The FNHA may retain and carry-over surpluses from any fiscal year for use in any subsequent fiscal year during the term of the Federal Funding Agreement for health programs and services in accordance with the FNHA's Multi-Year Health Plan;

(b) **Block Funding / Sun-setting**: The Annual Federal Amount shall be provided as block funding. The FNHA may re-design, re-prioritize or cancel any programs within this block. In the event an ongoing program or service set out in section 5.1.1 of this Basis Agreement terminates or is cancelled by the Federal Government nationally or regionally, there will be no deduction to the funding provided to the FNHA; and any related funds may be retained by the FNHA for investment in health programs and services in accordance with its Multi-Year Health Plan (certain funding including that referred to in sections 6.2, 6.4 and 6.5 are not part of the Annual Federal Amount and may sunset and will continue only to the end of the program or as set out herein); and

(c) **Funding from Other Sources**: Funding provided in relation to a health program or service for which the FNHA may obtain additional funding from sources other than the Federal Government may be retained by the FNHA for that program or service as required or for investment in other health programs and services in accordance with the FNHA's Multi-Year Health Plan.

(9) **Reporting**: The FNHA will:

(a) prepare an annual report for its members in respect of the Federal Funding Agreement that will be available to the Federal Government and the public. The annual report will report on the FNHA's plans for the coming fiscal year and its activities, expenditures, achievements, and challenges of the previous fiscal year. The annual report will identify the Annual Federal Amount.

(b) Provide for the preparation of an independent evaluation of its plans and programs every five years. This evaluation will be available to its members, the public, and to the Federal Government.

(10) **Renewal Procedures**: The Parties will review the funding and other provisions of the Federal Funding Agreement during its term as part of their regular review of that agreement and will plan for the update and renewal of that agreement as follows:

(a) **Initial Five (5) Year Review**: The Federal Government and the FNHA will review the general and specific provisions of the Federal Funding Agreement and will hold discussions to negotiate the value of the Annual Escalator for the fiscal years six (6) through ten (10) of the Federal Funding Agreement during the fourth fiscal year of the initial Federal Funding Agreement.

(b) **Ten (10) Year Reviews**: For successor agreements to the initial Federal Funding Agreement, renewal negotiations will commence no later than one year prior to the expiry date of the initial or then current Federal Funding Agreement. If negotiations on the new agreement including its funding provisions are not concluded before the prior Federal Funding Agreement expires, the Federal Government and the FNHA agree that for a period of two years they will enter into a new funding agreement, to be negotiated in accordance with section 6.6, with substantially the same terms and conditions as the prior agreement and at a funding level that matches the Annual Federal Amount for the last fiscal year of the prior agreement (expressed on an annualized basis in the event that the final fiscal year is partial).

6.2 IMPLEMENTATION FUNDING

(1) The Federal Government will offer to contribute funding support for implementation and transition costs of the First Nations Health Society (FNHS) required to establish the FNHA and its operations and to transition programs, services, and functions to its management. The Federal Government will offer to provide a one-time payment or payments of up to $17 million to the FNHS to contribute to such costs upon or following the signing of the Framework Agreement and pursuant to a funding agreement or agreements to be negotiated by the Federal Government and the FNHS in accordance with section 6.6

6.3 NEW PROGRAMS AND SERVICES FUNDING

(1) The FNHA may apply for federal funding for any new health or related programs and services which may be introduced by the Federal Government from time to time on a national or regional basis where the FNHA is eligible to receive such funding according to program terms and conditions and where it has the program capacity to undertake all program and service requirements.

(2) Additional funding will not be provided in respect of: (a) new federal programs, services or operations which substantially replace any programs, services or operations set out in section 5 of this Basis Agreement or for which funding has already been provided under an agreement between the Federal Government and the FNHA; or (b) national or regional funding changes for federal programs, services or operations set out in section 5 of this Basis Agreement or for which funding has already been provided under an agreement between the Federal Government and the FNHA;

(3) Notwithstanding subsection 6.3(2), in the event that the Federal Government introduces expanded beneficiary eligibility and associated funding for any federal health programs and services set out in section 5 as a result of possible legislative amendments to the *Indian Act* to increase the number of persons eligible to be registered as an Indian under that Act, the Federal Government and the FNHA will work together to determine impacts and approaches to address such change. The FNHA will be eligible to apply for any new expanded programs, services and associated funding made available nationally by the Federal Government.

6. 4 INDIAN RESIDENTIAL SCHOOLS PROGRAM FUNDING

The Federal Government will offer to provide funding to be paid on a time limited basis (not to exceed the duration of the IRS program) pursuant to a funding agreement or agreements to be negotiated between the Federal Government and the FNHA for the purpose of delivering the federal Indian Residential Schools (IRS) Program. Such funding will be provided pursuant to a funding agreement or agreements to be negotiated by the Federal Government and the FNHA in accordance with section 6.6

6. 5 TOP-UP FUNDING FOR THE TFNHP

The Federal Government will offer an additional annual contribution to the FNHA to be paid on a time limited basis, and if required, to ensure that the value of the federal contribution to the TFNHP in each year full fiscal of the Federal Funding Agreement is $10 million. The base amount for the TFNHP which is included in the Base Year Amount, is $6 million in 2008-9 fiscal year funds. When that amount, as adjusted by the applicable Adjustment Factor in subsection 6.1(5) and the Annual Escalator in subsection 6.1(6), reaches $10 million, the top-up will cease. Such top-up funding will be provided pursuant to a funding agreement or agreements to be negotiated by the Federal Government and the FNHA in accordance with section 6.6

6.6 FUNDING AGREEMENTS – GENERAL TERMS AND CONDITIONS

(1) Each funding agreement to be entered into by the Federal Government and the FNHA or the FNHS pursuant to the Framework Agreement will, unless otherwise set out herein or agreed in writing:

(a) contain such terms and conditions as the two parties may negotiate provided that such terms and conditions, and the manner of payments to be made under the agreement, are consistent with federal Treasury Board policy and applicable laws;

(b) require preparation by the FNHA or the FNHS of a health plan or spending plans for the funding where applicable (including the Multi-Year Health Plan for the Federal Funding Agreement); compliance by the FNHA with such plans and the funding agreement; reporting of funding spent; and will contain audit provisions as set out in subsection (3);

(c) contain reporting provisions to members and the Federal Government; and

(d) contain provisions that the funding provided is subject to there being a sufficient unencumbered balance of an appropriation made by the Parliament of Canada, which appropriation must constitute a lawful authority for making the said payment during the fiscal year in which the payment becomes due;

(2) **Accounting and Audit**: Each funding agreement to be entered into by the Federal Government and the FNHA or the FNHS pursuant to the Framework Agreement will, unless otherwise agreed in writing, require the FNHA and the FNHS, in respect of each such agreement, to:

(a) maintain financial records and prepare financial statements in accordance with generally accepted accounting standards in the province of BC;

(b) be audited on an annual basis by an independent auditor recognized by the province of BC; and

(c) make its accounting records and audit reports available to the Federal Government and to permit the Minister of Health and the Auditor General of Canada to conduct or cause to be conducted a financial or performance audit.

6. 7 Schedule "A" (Details of Federal Funding)

Schedule "A" (Details of Federal Funding) contains certain 2008/9 BC budget information for FNIH programs for First Nations living in the province of BC. It is attached to this Basis Agreement for use with reference to subsections 6.1(3), (4) and (5) and for reference purposes only. In the event of a conflict or inconsistency between the Schedule and this Basis Agreement, the terms of this Basis Agreement will prevail.

7: ROLE OF THE PROVINCE AND THE PROVINCIAL HEALTH AUTHORITIES

The Agreement provides a unique opportunity for the development of a direct partnership between First Nations and Health Authorities, which will be dynamic and evolving. There will be a shared accountability to improve the health outcomes for BC First Nations.

It is also understood that health outcomes for First Nations people will only be improved if the First Nations Health Authority has the full support of the Province and Health Authorities, both as governance and service delivery partners. Therefore, the Province reaffirms its role as funder, governance and service delivery partner. New processes for full collaboration and decision-making are outlined in the sections below on Reciprocal Accountability and Reporting and Process.

The Province anticipates that as the FNHA evolves and First Nations communities work with it to create solutions to improve health services, these solutions will involve a variety of innovative arrangements with the Ministries and Health Authorities.

These new arrangements need to be planned and determined at the local and regional level between First Nations communities and the Health Authorities, with the support of the Province and the FNHA. Consistent with the Health Authorities Act, the Province therefore commits to working with the Health Authorities and the FNHA to ensure that innovative arrangements will be discussed and appropriate funding agreements established at a time mutually agreed upon. In particular, the Province and the FNHA intend that as soon as practicable, the Province would transfer the Provincial Aboriginal Physician Advisor position to the FNHA. The FNHA and the Province intend to work together to potentially evolve the position into a new role such as a First Nations Provincial Health Officer.

"Each health authority and the First Nations in their service delivery area will develop Aboriginal Health Plans that are consistent with the priorities in this Plan, and that emphasize actions on issues unique or specific to each region. In addition, each health authority will involve First Nations in collaborative decision-making regarding delivery of Health care services for Aboriginal people. This will allow for better coordination between First Nations community health plans and the Aboriginal health services plans of the health authorities." (page 6, TCA:FNHP)

7.1 PROVINCIAL FUNDING AND ACCOUNTABILITY

The Province has committed to the funding of the TFNHP, which includes the creation of the new FNHA. To that end, the Province committed $100 million to the implementation of the TFNHP. The Ministries of Healthy Living and Sport and Health Services have provided $16.5 million to the First Nations Health Council over the past three years and a payment schedule has been agreed to for the balance of $83.5 million over the next 10 years.

Accountability processes outlined in the funding letter of January 19, 2010, include:

- Review of health outcomes in First Nations communities at the Provincial Committee on First Nations Health, co-chaired by Deputy Ministers, Ministry of Healthy Living and Sport, and Ministry of Health Services, with First Nations and the federal government, with participation by Health Authority Chief Executive Officers.

- Evaluation of progress and initiatives through a reciprocal accountability framework under development by the Tripartite partners.
- Tracking of progress using the seven performance indicators in the TFNHP: Life expectancy at birth; mortality rates (deaths due to all causes); youth suicide rates; infant mortality rates; childhood obesity; and practicing, certified First Nations health care professionals.)

Accounting and Audit: Each funding agreement that may be entered into by the Province and the FNHA pursuant to the Framework Agreement will, unless otherwise agreed in writing, require the FNHA, in respect of each such agreement, to:

(a) Maintain financial records and prepare financial statements in accordance with generally accepted accounting standards in the Province of BC;

(b) Be audited on an annual basis by an independent auditor recognized by the Province; and

(c) Make its accounting records and audit reports available to the Province and to permit the Ministers of Health Services and Healthy Living and Sport and the Auditor General of BC to conduct or cause to be conducted a financial or performance audit.

8: RECIPROCAL ACCOUNTABILITY AND REPORTING

The TFNHP committed the Parties to develop a governance plan based on reciprocal accountability. The Parties are committed to observing and upholding the principles of reciprocal accountability that include:

a) Clear Roles and Responsibilities - Roles and responsibilities should be well understood and agreed on by the Parties.
b) Clear performance expectations - The objectives, the expected accomplishments, and the constraints, such as resources, should be explicit, understood and agreed on.
c) Balanced Expectations and Capacities - Performance expectations should be linked to and balanced with each party's capacity to deliver.
d) Credible Reporting - Credible and timely information should be reported to demonstrate what has been achieved, whether the means used were appropriate, and what has been learned.
e) Reasonable Review and Adjustment - Fair and informed review and feedback on performance should be carried out by the Parties, achievements and difficulties recognized, appropriate corrective action taken and appropriate consequences carried out.

8.1 PROCESS

The Parties will develop a plan that shall provide for opportunities and obligations for the Parties to meet and review the progress in implementing the Framework Agreement, the TFNHP, the FNHP-MOU, and the TCA-FNHP which shall include:

a. A Biennial Principals Meeting - in accordance with the principles and commitments set out in the TFNHP;
b. Regular Meetings of the Provincial Committee on First Nations Health;
c. Regular meetings between Health Canada and FNHA - to be held at least annually with a focus on national policies, priorities and plans and the implications for BC First Nations;
d. Regular Meetings between FNHA and FNIHB;
e. First Nations Caucus Sessions - will be held at least once each 18 months and will include all BC First Nations and their health organizations;
f. Regular Governance Partnership Meetings - will be held at least once each 18 months;
g. Subject-matter multi-party working groups will be established by the Parties to pursue issues in greater detail. These working groups will address issues related to implementation of the TFNHP, this Framework Agreement and/or the First Nations health governance structure and other issues of importance which may require referral to the Biennial Principals Meeting; and
h. Creation of direct linkages and opportunities for consultation between the FNHA and the Province and the Federal Government, and their respective government departments, ministries and agencies on all matters relating to First Nations health and health programs.

9: PERFORMANCE TRACKING

The *First Nations Health Plan Memorandum of Understanding* and the *Transformative Change Accord: First Nations Health Plan* identify seven performance indicators (life expectancy at birth; mortality rates (deaths due to all causes); Status Indian youth suicide rates; infant mortality rates; diabetes rates; childhood obesity; practicing certified First Nations health care professionals). The FNHA will use these seven performance indicators and develop other indicators, as appropriate.

In recognizing this, and our joint commitment in the 2007 Tripartite First Nations Health Plan to tracking process on closing the gap in health status between First Nations and other British Columbians, the Parties commit to identifying the additional key indicators in the areas of measuring new and improved health governance, management and service delivery relationships at all levels as well as additional wellness indicators.

The Parties will develop an initial set of indicators and will identify some targets and goals for the new First Nations health governance structure prior to the effective date of transfer of the BC FNIH operations to the new FNHA. The Parties will review, evolve, modify and develop indicators as needed.

10. CONCLUSION OF HEALTH GOVERNANCE AGREEMENT

Following the initialing of this Basis for a Framework Agreement on Health Governance document, the Parties agree to negotiate a Framework Agreement by October 2010 or as soon as practical thereafter.

The parties agree that the Framework Agreement will require significant change in policy, funding relationships, and the organization of and delivery of services. To guide and

ground the work required to achieve change, the Parties will further refine a shared vision for the First Nations Health Authority, its roles, responsibilities, and functions, and its relationship to both federal and provincial health programs, services and functions. The key elements of change strategy and transition required to achieve the shared vision will be addressed as part of the implementation plan.

11. IMPLEMENTATION AND TRANSITION

a) Implementation Plan

The Parties agree to establish a five (5) year implementation plan to begin upon signing of the Framework Agreement. The Implementation Plan will include detailed plans for the transfer of programs, services, authorities, and functions, the specific actions and obligations to be carried out by the Parties to implement the Framework Agreement, and any other matters as agreed upon by the Parties.

b) Legislation

The Province understands that the new FNHA may need to be recognized in provincial legislation, as well as in federal legislation to ensure clarity of jurisdiction and authority. The Province commits to exploring ways to recognize the FNHA's legal status including legislation.

The Federal Government commits to explore ways to acknowledge and express support for implementation of the Framework Agreement through federal legislation.

c) Unforeseen Circumstances

In the event of an unforeseen circumstances of a health emergency or natural disaster which would have a significant capacity or financial impact on the FNHA, the Federal Government, the Province and the FNHA, will jointly assess the impact and required measures to address the situation. Any agreement to provide new funding or other assistance to the FNHA will be made by the Parties in writing.

11.1 IMPLEMENTATION COMMITTEE

The Parties will, within three (3) months from the signing of the Framework Agreement, establish a committee to develop and oversee the performance of the Implementation Plan. The Implementation Committee may consist of one member appointed by the Federal Minister of Health, one member appointed by the Province, one member appointed by the First Nations Health Society and one member appointed by the First Nations Health Council, and that appropriate sub-committees may be established as deemed necessary by the Implementation Committee.

11.1.1 Roles and Responsibilities of the Implementation Committee

The role and responsibilities of the Implementation Committee shall include:

- Oversight and direction on the implementation of the Framework Agreement;

- Development of the Implementation Plan for the FNHA and monitoring the implementation of the Framework Agreement;
- Identifying timelines for the transfer of identified programs, services, authorities, and functions from HC to the FNHA;
- Establishment of the Transition Team to develop a transition plan to transition key functions from HC to the FNHA. The Transition Team will include a senior executive who is responsible for the development of the FNHA. This plan will cover a one to two year time frame;
- Identify timelines and implementation plans for the transfer of any agreed upon provincial programs, services, authorities and functions to the FNHA; and,
- Engage and communicate with First Nations and other stakeholders on implementation.

11.2 IMPLEMENTATION FUNDING

Implementation funding as described in Section 6.3 will be included in the provisions of the funding agreements to be entered into subsequent to the signing of the Framework Agreement.

11.3 INTERIM ARRANGEMENTS WITH HC/FNIH

11.3.1 FNIH BC Region Budget Levels

During the period of time from the effective date of the Framework Agreement until the date or dates for the transfer of programs, services, functions and activities to the FNHA, Health Canada will maintain the budget allocation to the BC Regional Office for the First Nations and Inuit Health program at a level no less than that of the allocation in the fiscal year of the effective date of the Framework Agreement.

11.3.2 Joint Management Arrangements

During the period of time from the effective date of the Framework Agreement and the date or dates for the transfer of PFSA from Health Canada to the FNHA there shall be established an Interim Joint Management Committee made up of the Regional Director FNIH and an individual designated by the First Nations Health Society. This Committee will review and discuss all significant and strategic level management, program or policy issues that would be decided on by the Regional Director (RD) FNIH. These discussions will happen prior to the RD making a decision. The Committee will attempt to reach agreement on the decision to be taken.

The Interim Joint Management Committee will meet as frequently as required but no less than two times per month.

The Interim Joint Management Committee will also establish a Senior Management team made up of the senior managers of the FNIH program and the new senior managers of the FNHC. This Senior Management Team will facilitate the learning of the FNHC managers re their respective roles and responsibilities in relation to operating FNIH Programs, services, functions and authorities as part of the new FNHA. Health Canada will also provide opportunities for the Senior Management team to meet with Health Canada Headquarters personnel in support of any additional learning. The Senior Management team will also

work closely with the Transition team and support the implementation of the transition plan.

The Interim Joint Management Committee would exist not more than 2 years, until the work to carry out the transition of the FNIH operations into the FNHA is complete.

12: APPROVAL

This "Basis for a Framework Agreement on Health Governance" will be initialled by the lead negotiators of each of the Parties. The Federal and Provincial negotiators will submit to their Principals with a recommendation that each party seek authority to conclude a Framework Agreement based on this document.

The First Nations negotiators will seek direction from the five First Nation health caucuses followed by the First Nations Health Council holding an Assembly of Chiefs to consider and endorse a resolution to conclude a Framework Agreement based on this document. The Basis Agreement is a continuation of the commitment set out in the TFNHP, which was also approved by resolutions.

Following the initialing of a Framework Agreement, BC First Nations will participate in a nation-based ratification process for the governance structure, functions, and relationships of a new First Nations health governance structure. This process will require a resolution of support ratifying the Framework Agreement at a First Nations Health Council Assembly.

The Parties acknowledge and agree that this Basis Agreement and for greater certainty any of its provisions are not legally binding on any of the Parties and are without prejudice to the respective legal positions of the Parties.

Schedule A

DETAILS OF FEDERAL FUNDING
FOR BC FIRST NATIONS HEALTH FRAMEWORK AGREEMENT

Table 1: SUMMARY , BASE YEAR 2008-2009 AMOUNTS

PROGRAM/SERVICE	FUNDING
Regional Community Programs	$127,656,800
Tripartite First Nations Health Plan	$6,000,000
Regional Sun-setting Programs	$16,807,800
Non-Insured Health Benefits Program	$135,520,700
Capital	$10,340,800
Policy and Program Leadership (FNIHB HQ)	$7,819,300
Corporate and Management Services (includes EBP)	$12,839,900
Accommodations	$1,847,100
TOTAL BASE YEAR AMOUNT	**$318,832,400**
IMLEMENTATION FUNDING (one-time funding)	**$17,000,000**
ANNUAL ESCALATOR	
All programs transferred	5.5%
NIHB not transferred	4.5%
Tripartite Health Plan Top Up (in 2008-09 value) * Payment starting in transfer year to top up amount to $10,000,000	$4,000,000 *

Table 2 – Details of Federal Funding for Program Transfer, Fiscal Year 2008-09 Amount

PROGRAM COMPONENTS	ADJUSTMENT FACTOR SUMMARY ELEMENTS FOR 2008-09 ($ 000 thousands)			
	COMMUNITY	NIHB	CAPITAL	TOTAL
Regional Community Programs + Tripartite Health Plan	133,656.8	0	0	133,656.8
Regional Sunsetters	16,807.8	0	0	16,807.8
Non-Insured Health Benefits (NIHB)	0	135,520.7	0	135,520.7
FNIHB HQ Policy and Programs	5,158.0	2,661.3	0	7,819.3
Corporate and Management	7,705.6	596.1	0	8,301.7
Employee Benefit Plan	4,238.6	299.6	0	4,538.2
Capital	0	0	10,340.8	10,340.8
Accommodations	1,847.1	0	0	1,847.1
TOTAL	169,413.9	139,077.7	10,340.8	318,832.4

Table 3 – Fiscal Year 2010-11 Amount

PROGRAM COMPONENTS	ADJUSTMENT FACTOR SUMMARY ELEMENTS FOR 2010-11 ($ 000 thousands)			
	COMMUNITY	NIHB	CAPITAL	TOTAL
Regional Community Programs + Tripartite Health Plan	139,061.3	0	0	139,061.3
Regional Sunsetters	16,838.6	0	0	16,838.6
Non-Insured Health Benefits (NIHB)	0	151,264.3	0	151,264.3
FNIHB HQ Policy and Programs	5,246.9	2,681.5	0	7,928.4
Corporate and Management	7,843.0	608.5	0	8,451.5
Employee Benefit Plan	4,375.9	326.9	0	4,702.8
Capital	0	0	10,662.0	10,662.0
Accommodations	1,847.1	0	0	1,847.1
TOTAL	175,212.8	154,881.2	10,662.0	340,756.0

Table 4 – Fiscal Year 2011-12 Amount

PROGRAM COMPONENTS	ADJUSTMENT FACTOR SUMMARY ELEMENTS FOR 2011-12 ($ 000 thousands)			
	COMMUNITY	NIHB	CAPITAL	TOTAL
Regional Community Programs + Tripartite Health Plan	141,881.8	0	0	141,881.8
Regional Sunsetters	16,854.4	0	0	16,854.4
Non-Insured Health Benefits (NIHB)	0	159,807.8	0	159,807.8
FNIHB HQ Policy and Programs	5,292.4	2,691.8	0	7,984.2
Corporate and Management	7,913.1	614.9	0	8,528.0
Employee Benefit Plan	4,446.1	341.1	0	4,787.2
Capital	0	0	10,829.8	10,829.8
Accommodations	1,847.1	0	0	1,847.1
TOTAL	178,234.9	163,455.6	10,829.8	352,520.3

Table 5 – Fiscal Year 2012-13 Amount

PROGRAM COMPONENTS	ADJUSTMENT FACTOR SUMMARY ELEMENTS FOR 2012-13 ($ 000 thousands)			
	COMMUNITY	NIHB	CAPITAL	TOTAL
Regional Community Programs + Tripartite Health Plan	144,784.2	0	0	144,784.2
Regional Sunsetters	16,870.4	0	0	16,870.4
Non-Insured Health Benefits (NIHB)	0	168,832.5	0	168,832.5
FNIHB HQ Policy and Programs	5,338.5	2,702.3	0	8,040.8
Corporate and Management	8,020.8	621.4	0	8,642.2
Employee Benefit Plan	4,517.3	355.5	0	4,872.8
Capital	0	0	10,998.0	10,998.0
Accommodations	1,847.1	0	0	1,847.1
TOTAL	181,378.3	172,511.7	10,998.0	364,888.0