



First Nations Health Authority  
Health through wellness

**B-2223-00650**

**FIRST NATIONS HEALTH AUTHORITY  
HEALTH FUNDING AGREEMENT  
(Community Based Health Programs - Block / Set Funding-Corporate)**

**DATE: April 1, 2022**

**RECIPIENT: HESKW'EN'SCUTXE HEALTH SERVICES SOCIETY**

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**HESKW'EN'SCUTXE HEALTH SERVICES SOCIETY: B-2223-00650**  
**HEALTH FUNDING AGREEMENT**

(HESKW'EN'SCUTXE HEALTH SERVICES SOCIETY)

This Agreement made and effective as of the date referenced herein.

**BETWEEN:**                    **FIRST NATIONS HEALTH AUTHORITY**, a corporation established pursuant to the laws of the Province of British Columbia and having an office located at 501-100 Park Royal South, West Vancouver, BC, hereinafter referred to as the “FNHA”.

**AND:**                         **HESKW'EN'SCUTXE HEALTH SERVICES SOCIETY**, a non-profit corporation, incorporated under the laws of British Columbia, and having an office located at P.O. Box 188-3691 Deer Lane, Spences Bridge, BC, hereinafter referred to as the “Recipient”.

(together referred to as the “Parties”)

**WHEREAS** the Recipient wishes to provide certain health programs and services in accordance with various Plans, the Program Plan where applicable, and the terms and conditions of this Agreement.

**WHEREAS** FNHA wishes to provide funds to the Recipient in accordance with the terms and conditions of this Agreement for the provision of such health programs and services.

**WHEREAS** FNHA wishes to review and consider modifications to this Agreement on a periodic basis consistent with FNHA policy.

**WHEREAS** the FNHA was created to promote and advance health and health services issues on behalf of First Nations in British Columbia.

**WHEREAS** the FNHA is engaged in implementing the Tripartite First Nations Health Plan, the Transformative Change Accord: First Nations Health Plan and the British Columbia Tripartite Framework Agreement on First Nations Health Governance.

NOW THEREFORE the parties agree as follows:

## DEFINITIONS

1. The following terms in this Agreement will mean as follows:
  - (a) **“Agency”** means an authority, board, committee or other entity authorized to act on behalf of the Recipient or “Delegate” in respect of this Agreement.
  - (b) **“Agreement”** means this health funding agreement and includes all Schedules, the Program Plan where applicable, any Funding Adjustment Letters, and any amendments to this Agreement made in accordance with the terms herein.
  - (c) **“Annual Audit”** means an audit of the Recipient’s financial statements conducted by an independent auditor hired by the Recipient in accordance with section 26.
  - (d) **“Block Funding”** means the funding provided under this Agreement for any Health and Wellness Plan or otherwise referenced as “Block Funding”.
  - (e) **“Capital Facilities”** means the buildings, premises, fixtures or physical works which have been constructed, purchased or maintained in whole or in part with funding provided by FNHA for the purpose of supporting the delivery of Health Programs and Services.
  - (f) **“Corporate Member”** means an individual or organization who is a member of the Recipient in accordance with the by-laws of the Recipient.
  - (g) **“Fiscal Year”** means any period during the term of this Agreement commencing on April 1<sup>st</sup> of any year and terminating on March 31<sup>st</sup> of the year immediately following, and includes part thereof in the event this Agreement commences after April 1<sup>st</sup> or expires or terminates before March 31<sup>st</sup>.
  - (h) **“Funding Adjustment Letter (FAL)”** means a notice signed by FNHA and sent to the Recipient which amends the Agreement to adjust funding or cash flow installments in accordance with the terms herein.
  - (i) **“Health and Wellness Plan”** means the plan for the design, management and delivery of Health Programs and Services under this Agreement prepared by the Recipient in accordance with section 29.
  - (j) **“Health Programs and Services”** means the health programs and services set out in Schedule “1” (*Program Funding*).
  - (k) **“Incorporating Documents”** means any letters patent, constitution, bylaws, articles of incorporation, or any other constituting documents of the Recipient.
  - (l) **“Member”** means a person who is registered as an “Indian” within the meaning of the *Indian Act* RSC 1985, c I-5, and whose name appears on the band list of one of the First Nations who are recognized members of the Recipient.
  - (m) **“Moveable Assets”** means chattels of any kind, including furniture, equipment and any motorized conveyance which are in the possession, control or ownership of the Recipient and which have been purchased in whole or in part with funding provided by FNHA for the purpose of supporting the delivery of funded Health Programs and Services hereunder.

- (n) **“Moveable Assets Reserve”** means a funding reserve to be used for the purchase and replacement of Moveable Assets for any Health Programs and Services.
- (o) **“Program Plan”** means the plan for the delivery of Health Programs and Services pursuant to this Agreement, as more particularly described in section 29.
- (p) **“Recipient”** means the not-for-profit entity described on the first page of this Agreement.
- (q) **“Regional Capital Plan”** means a plan approved by FNHA which identifies, prioritizes and schedules, with cost estimates, a multi-year list of potential new Capital Facilities projects in Canada which may be funded by FNHA and which plan may be updated, amended and re-prioritized pursuant to this Agreement.
- (r) **“Schedule”** means any schedule referred to in this Agreement.
- (s) **“Set Funding”** means the funding provided under this Agreement for any Program Plan or otherwise referenced as “Set Funding”.
- (t) **“System of Accountability”** means the system, including policies and procedures, developed and implemented by the Recipient to ensure transparency, disclosure and redress to Members in respect to the Health Programs and Services provided by the Recipient.
- (u) **“Third Party Manager”** means a person, entity, or organization appointed by FNHA to administer and manage, a funding otherwise payable to the Recipient and otherwise carry out any of the Recipient’s obligations under this Agreement, in whole or in part.

## DURATION

2. Subject to termination, this Agreement applies to, and the funding herein may be used for, expenses incurred by the Recipient for the provision of Health Programs and Services in accordance with this Agreement for the period commencing and effective on **April 1, 2022** (the “commencement date”) and expiring on **March 31, 2027**.

## RESPONSIBILITY FOR THE PROVISION OF HEALTH PROGRAMS AND SERVICES

3. The FNHA maintains a shared commitment for the delivery of quality health programs and services for First Nations in BC and for exercising and maintaining reciprocal accountability with the Recipient on all matters set out in this Agreement.
4. The Recipient covenants and agrees to use the funding provided by FNHA under this Agreement to deliver the Health Programs and Services in accordance with the terms and conditions of this Agreement.

## **FUNDING PROVISIONS**

5.

- (1) Subject to the terms and conditions of this Agreement, FNHA will make contribution payments to the Recipient for an amount not to exceed **FIVE MILLION, SIX HUNDRED TWENTY-SEVEN THOUSAND, FIVE HUNDRED AND EIGHTY-FIVE DOLLARS (\$5,627,585.00)**.
- (2) The first payment for each Fiscal Year will be issued by FNHA to the Recipient within twenty (20) calendar days following the commencement date of this Agreement. Further payments for each subsequent Fiscal Year will be issued by FNHA to the Recipient on the first business day of the month in accordance with the cash flow set out in Schedule "2" (*Cash Flow*) or as amended herein.

### **Annual Adjustments**

6.

- (1) Where FNHA approves annual funding increases, makes minor amendments to any Health Programs and Services or adds any new Health Programs and Services, corresponding adjustments to the level of funding set out in this Agreement may be made. Such adjustments may be made in accordance with section 7, 9, and subsection 65(4). Should annual adjustments be made to this Agreement under this section, a review by representatives from both parties may be conducted if it is considered necessary. Management concerns of either party related to the implementation of this Agreement may be raised at this meeting.

### **Other Adjustments**

7.

- (1) Should FNHA receive additional funding not referenced as Health Programs and Services during the life of this Agreement, and, if the Recipient is eligible and willing to deliver those new Health Programs and Services in accordance with their criteria, an adjustment will be made in accordance with subsection 65(4).
- (2) In the event any payments are withheld or reduced in accordance with subsection 55(3) FNHA will inform the Recipient in writing. Any amounts withheld or reduced may be subsequently paid by FNHA to the Recipient for expenditures made in accordance with this Agreement which are reported by the Recipient in any interim financial reports or Annual Audit reports. Any such payments shall be made following review by FNHA of the interim financial reports or Annual Audit reports, subject to any necessary adjustment based on such review or any audit FNHA may wish to conduct, and provided that at the time such claims are made, the Recipient is current in the provision to FNHA of all reports required under this Agreement.

### **Expense Recovery for Pre-Agreement Activities**

8.

- (1) The FNHA may reimburse the Recipient for expenses incurred by the Recipient in a previous fiscal year provided the expenses incurred are in relation to activities that are consistent with



the activities under this Agreement.

- (2) In order to receive reimbursement under this section, the Recipient will provide all reports normally required for reimbursement for activities undertaken under this Agreement, and also permit application of all of the accounting, audit, default and remedy provisions of this Agreement to its pre-Agreement activities and expenditures.

**Funding Adjustment Letter - FAL**

9.

- (1) The FNHA may, by way of FAL, amend this Agreement to adjust funding levels or cash flow installments for Health Programs and Services or other activities in this Agreement and to adjust Schedules “1” (*Program Funding*) or “2” (*Cash Flow*) accordingly.
- (2) A FAL shall: briefly explain the nature and purpose of the funding adjustment(s) or cash flow installment adjustment(s); and be signed by FNHA and issued to the Recipient in accordance with this Agreement.
- (3) A FAL may be used to make minor amendments to any Health Programs and Services of other activities or to add any new Health Programs and Services or other activities under this Agreement but shall not be used to reduce the total available funding under this Agreement.
- (4) The Recipient may within thirty (30) days after receipt of a FAL, opt to refuse such adjustment and shall immediately return to FNHA any funds related to it.

**Management of Funding**

Block Funding

10.

- (1) the Recipient may re-allocate any Block Funding among Health Programs and Services among any Program Activity according to FNHA’s published *Funding Model Activity Structure* during the same Fiscal Year, provided that mandatory programs are delivered in that Fiscal Year;
- (2) If, at the end of a Fiscal Year, the Recipient has not expended all Block Funding for that Fiscal Year after delivering all Health Programs and Services, including core programs, the Recipient may retain the unspent amount for reinvestment in priorities listed in the Health and Wellness Plan, or as may otherwise be approved by the FNHA.

Set Funding

11.

- (1) the Recipient may, with the written approval of FNHA, re-allocate any Set Funding among Health Programs and Services within the same Program Area Group according to FNHA’s published *Funding Model Activity Structure* during the same Fiscal Year;
- (2) If, at the end of a Fiscal Year, other than the final Fiscal Year, the Recipient has not expended:
  - (a) all Set Funding for that Fiscal Year after delivering all Health Programs and Services, the Recipient may retain any or all of the unspent amount for expenditure in a subsequent Fiscal Year; and
  - (b) all First Nations Health Benefits Funding, if any, for that Fiscal Year after delivering all

services, the Recipient may retain the unspent amount for expenditure in subsequent Fiscal Years, if all subsequent expenditures of that amount are in accordance with:

- (i) a written plan of any expected unspent funds that is prepared and submitted by the Recipient to FNHA within one hundred and twenty (120) calendar days after the end of that Fiscal Year and FNHA accepts the plan by way of written notice to the Recipient
- (3) The Recipient shall repay any unspent funds not retained or retained but unspent funds which have not been spent in accordance with this Agreement to FNHA within one hundred and twenty (120) calendar days of the end of the Fiscal Year in which the funds were eligible to be spent.
- (4) If, upon expiry of this Agreement, the Recipient has not expended all Set Funding, the Recipient shall repay the unspent amount to FNHA within one hundred and twenty (120) calendar days of the expiry of this Agreement.

#### General

12. The Recipient may only expend Funding:
  - (1) for the Health Programs and Services for which it is allocated in Schedule “1” (*Program Funding*) or reallocated in accordance with this section
  - (2) in accordance with the requirements of this Agreement, including the plan for those Health Programs and Services;
  - (3) where the expense is directly related to the carrying out of the Recipient’s responsibilities under this Agreement; and
  - (4) where the Recipient follows generally accepted business practices in negotiating the price and other terms and conditions for the expenditure.
13. The Recipient may not re-allocate any Funding from First Nations Health Benefits programs, the Indian Residential Schools Resolution Health Support program, National Native Alcohol and Drug Abuse Program (Treatment Centre), National Youth Solvent Abuse Program (Treatment Centre), Capital Investments and other initiatives, as specified from time to time.
14. The Recipient shall specifically account for the accumulation, retention, spending or repayment of any unspent funds under this Agreement in all interim financial reports and Annual Audit reports.
15. The Recipient shall be responsible for any expenditure which it makes in excess of the Funding.

#### Stacking of Assistance

16.
  - (1) The Recipient has advised FNHA prior to the signing of this Agreement, and shall further advise FNHA during the term of, and upon expiry or termination of this Agreement, of the details and amount of any government (federal, provincial, and municipal) assistance which it has received or may receive from a source other than this Agreement and which has been or may be used by the Recipient to support any of the Health Programs and Services or other activities set out in this Agreement. For greater certainty, governmental assistance, excludes any funding assistance from FNHA.

- (2) FNHA may recover from the Recipient an amount equivalent to any other government (federal, provincial, and municipal) assistance received by the Recipient for the same purposes as the funding provided under this Agreement.

**Funding Subject to Funds Available to FNHA**

17.

- (1) Notwithstanding any other provision of this Agreement, the amount of any funding to be provided to the Recipient as otherwise calculated or payable pursuant to this Agreement, is subject to all of the funds being available to FNHA and the funding herein may be reduced or terminated in accordance with any reduction of such funds available to FNHA required for this Agreement.
- (2) Where funding under this Agreement is to be reduced or terminated under this section, FNHA shall provide the Recipient with at least sixty (60) calendar days written notice of the reduction or termination and shall reimburse the Recipient for any expenses it has incurred for the provision of Health Programs and Services in accordance with this Agreement up to the date upon which the reduction or termination is to take effect, subject to any offset claims. This notice shall:
  - (a) specify the Health Programs and Services and Fiscal Year(s) in respect of which funding will be reduced or terminated; and
  - (b) include a revised cash flow reflecting the reduction or termination of funding for the Health Programs and Services identified.

**REPRESENTATIONS AND WARRANTIES**

18. The Recipient represents and warrants to FNHA and acknowledges that FNHA is relying upon such representations and warranties as follows:
  - (1) the Recipient is incorporated, and has been organized, under the laws of British Columbia and is a valid and subsisting society or corporation in good standing;
  - (2) the Recipient has the legal power, capacity and authority to enter into this Agreement and all necessary actions, resolutions and proceedings have been taken by the Recipient to approve, enter into and carry out this Agreement;
  - (3) this Agreement will, upon execution and delivery, constitute legal, valid, and binding obligations on the Recipient enforceable against it in accordance with its respective terms;
  - (4) the Recipient has the authority to act on behalf of its Members or member First Nation communities, and agrees to provide FNHA with such evidence of that authorization as the FNHA may reasonably require upon request; and
  - (5) the execution, delivery and performance of this Agreement by the Recipient will not result in or constitute a default, breach or violation of any of the terms, conditions or provisions of the contractual agreements that the Recipient has concluded with any other person or entity.
19. The Recipient represents and warrants that it has a System of Accountability to the Members for the Health Programs and Services which provides for:

- (1) transparency and openness in the Recipient's decision making process as it relates to the Health Programs and Services;
- (2) disclosure of the Recipient's administrative procedures and policies relating to this Agreement by making the following documents readily available to all Members upon request and at no charge beyond the reasonable cost of reproducing the documents:
  - (a) this Agreement, including, any Schedule, any Funding Adjustment Letter, or any amendment to this Agreement;
  - (b) the Program Plan where applicable, and any amendments to such plan;
  - (c) the Annual Audit report;
  - (d) any FNHA Audit, including the auditor's report;
  - (e) completed evaluations of the Health Programs and Services, if any, funded, in whole or in part, pursuant to this Agreement;
  - (f) written standards and any other policies or procedures of the Recipient relating to the provision of any Health Programs and Services to its Members; and
  - (g) an annual report of the activities of the Recipient during each year, in accordance with Schedule "3" and other any Schedule.
- (3) redress for Members by ensuring that policies and procedures are in place to address disputes related to Health Programs and Services. These policies and procedures shall, at a minimum, provide for:
  - (a) clearly defined and impartial dispute resolution mechanisms for initiating, presenting and resolving disputes including an opportunity for all parties to be heard;
  - (b) reasonable time frames within which disputes must be initiated and resolved;
  - (c) an appeal process; and
  - (d) appropriate remedies based upon the outcome of the dispute resolution.

## RECIPIENT IN GOOD STANDING

20. The Recipient agrees that it shall:
- (1) remain during the term of this Agreement, compliant with all applicable statutory and regulatory requirements applicable to it, including all filing requirements;
  - (2) provide FNHA with a copy of its Incorporating Documents, and list of Corporate Members and any changes thereto upon request;
  - (3) inform FNHA if it applies to replace, repeal, amend or supplement its Incorporation Documents; and
  - (4) promptly provide FNHA with a copy of any new or amended Incorporation Documents upon request.

**REPORTING TO FNHA****Annual Reports**

21. The Recipient shall provide FNHA with an Annual Audit in accordance with Schedule “3”, which examines the adequacy of financial controls and certifies that generally accepted accounting principles have been followed.
22. The Recipient shall provide FNHA and its Members and member First Nations with an annual report within one hundred and twenty (120) calendar days of the end of each fiscal year. The annual report, based on the Health and Wellness Plan, will contain the following information:
  - (1) a summary of the Health Programs and Services, including core programs;
  - (2) data on service operations and results; and
  - (3) explanation for any deviations from the Health and Wellness Plan.

**Interim Reports**

23. The Recipient shall:
  - (1) submit to FNHA interim financial reports on actual expenditures for Set Funding in accordance with Schedule “3” and any other policy issued by FNHA; and
  - (2) identify any potential underspending of Set Funding and immediately inform FNHA in writing.

**Other Reporting Requirements**

24. The Recipient will provide such other reports and fulfill all such other reporting requirements as set out in Schedule “3”.

**ACCOUNTING AND AUDIT REQUIREMENTS**

25. The Recipient will:
  - (1) maintain financial records and prepare financial statements in accordance with generally accepted accounting principles. Such financial records will also conform with any reporting requirements set out in the Schedules to this Agreement;
  - (2) keep and maintain all accounts, financial records and supporting documentation for a period of seven (7) years unless advised otherwise by FNHA in writing; and
  - (3) ensure that all accounts, records and supporting documentation are available for audit and that the auditor is provided all necessary assistance in order to conduct an audit; and
  - (4) reimburse any unallowed expenditures as determined by the audit.
26. The Recipient will:
  - (1) prepare financial statements for the initial Fiscal Year and for each subsequent Fiscal Year and such financial statements will:
    - (a) be prepared in accordance with Schedule “3”; and
    - (b) be audited by an independent auditor recognized in the Province of British Columbia,

in which the Recipient has its administrative offices.

- (2) ensure that all accounts, records and supporting documentation are available for an Annual Audit and that the auditor is provided all necessary assistance in order to conduct an Annual Audit.

27.

- (1) FNHA shall provide the Recipient with notice of receipt of the Annual Audit report within thirty (30) calendar days of receipt of the Annual Audit report.
- (2) FNHA may extend the deadline for the receipt of the Annual Audit report in the event the Recipient provides written notice, prior to the date the Annual Audit report is due, of circumstances beyond the Recipient's control.
- (3) FNHA shall not be obliged to pay any claims or other costs submitted after the completion of the Annual Audit report.

### **FNHA's Right to Audit**

28.

- (1) Notwithstanding sections 25, 26, and 27, FNHA reserves the right to audit or cause to have audited the accounts and all records of the Recipient, or any Agency of the Recipient, relating to the funding provided under this Agreement at any time during the term of this Agreement or within 7 years on the termination or expiry of this Agreement.
- (2) The scope, coverage and timing of any audit will be determined by FNHA and includes, but is not limited to Human Resource records and practices, governance, and administration. FNHA in its sole discretion may appoint an FNHA employee or an external contractor to conduct the audit.
- (3) FNHA will notify the Recipient in writing at least two (2) weeks in advance of an audit under this section.
- (4) The Recipient shall provide FNHA and the appointed auditor with all accounts, records and supporting documentation relating to the funding provided under this Agreement, for the purposes of any audit, and shall provide all necessary assistance, including reasonable access to its premises and such additional information as the auditor may require for such audits.
- (5) The Recipient shall permit FNHA to inspect all of its original accounts, records and supporting documentation relating to funding provided under this Agreement, and shall permit FNHA and the appointed auditor to take copies and extracts from such records during an audit. FNHA shall not, unless authorized by law or by the Recipient, remove or cause to be removed any original books, records or supporting documentation from the Recipient's premises.
- (6) Unless otherwise agreed to in writing by the parties, this audit must be completed within six months from date of notification.
- (7) If at any time during the term of this Agreement, FNHA is of the opinion that there may have been a default by the Recipient under this Agreement, the two (2) week notice period will not apply and the Recipient shall, on request, provide FNHA with immediate access to its accounts, records and supporting documentation relating to the funding provided under this

Agreement, or those of any Agency.

- (8) The accounts and records that FNHA may audit or cause to have audited under section 28 include records maintained under any previous funding agreement through which FNHA has provided funding to the Recipient that, in the opinion of any auditor employed or contracted by FNHA, may be relevant to the audit.
- (9) An audit under section 28 does not limit FNHA's right to conduct an evaluation of this Agreement under sections 31 and 32 of this Agreement, the Recipient's obligation to provide an Annual Audit or other financial statements under sections 25, 26 or 27, or FNHA's right to appoint an independent auditor where this information has not been provided to FNHA.

## PLANS

29.

- (1) The Recipient has prepared and submitted to FNHA a community Health and Wellness Plan.
- (2) The Recipient has agreed to the Program Plan, if any, and shall undertake the delivery of the Health Programs and Services in accordance with the terms and conditions of the Program Plan.
- (3) The Health and Wellness Plan shall include the goals, objectives, activities and outcome measures based on health priorities of the Recipient. The Health and Wellness Plan may also, in respect of Set Funding, if any, incorporate the Program Plan.
- (4) The Recipient will update the Health and Wellness Plan, as changes occur to its programs priorities and objectives. FNHA will review the Health and Wellness Plan and any updates or amendments thereto to determine whether the plan is eligible in whole or in part for funding under this Agreement, and may require adjustments thereto, prior to the commencement or continuation of funding under this Agreement.
- (5) In the event of a conflict between the Program Plan, Health and Wellness Plan and this Agreement, the terms of this Agreement shall govern.

## CORE PROGRAMS

30. The Recipient will meet the core program requirements, in accordance with Schedule 4.

## EVALUATION

### Recipient's Evaluation

31.

- (1) Unless otherwise approved by the FNHA, the Recipient has prepared and submitted to the FNHA an evaluation plan that sets out how the Recipient will plan and complete an evaluation of the effectiveness of the Recipient's roles and responsibilities and delivery of Community Health and Wellness Plan as set out in this Agreement within six months of the start of this Agreement.
- (2) FNHA will review the evaluation plan and any amendments to determine whether the plan



is eligible for funding under this Agreement, and may require adjustments to the plan.

- (3) The Recipient will conduct an evaluation and complete an evaluation report at least six (6) months prior to the end of each five (5) year period of this Agreement. The Recipient agrees to provide a copy of the evaluation report to the FNHA.
- (4) Any evaluation conducted under section 31 of this Agreement will be carried out by an independent evaluator approved by FNHA, unless otherwise agreed to in writing by the parties.
- (5) The Recipient will, for the purposes of any remaining term of this Agreement, or for use with future health funding agreements, update the evaluation plan upon completion of the evaluation report. The Recipient agrees to provide a copy of this evaluation plan update to the FNHA prior to the end of each five (5) year period of this Agreement.

### **Program Evaluation**

32.

- (1) The Recipient will, if requested by FNHA, participate in an evaluation of any or all of the Health Programs and Services delivered by it under this Agreement. For this purpose, the Recipient will retain the information and data required to be kept by it as required by any Schedule, for a period of seven (7) years. The Recipient will provide such information and data to FNHA upon request subject to and in accordance with applicable laws, including privacy laws.

### **CONFIDENTIALITY**

33.

- (1) Each party shall comply with applicable laws pertaining to privacy, confidentiality and access to information in relation to information and records pertaining to this Agreement, including the creation and implementation of a privacy policy.
- (2) For greater certainty and to ensure openness and transparency, information and records which each party agrees may be released to the public, subject to the confidentiality obligations herein, shall include the following:
  - (a) this Agreement and any amendments or adjustments thereto;
  - (b) any financial, activity or evaluation reports required to be submitted to FNHA under this Agreement; and
  - (c) any report arising from an audit conducted in respect of this Agreement.

### **LIABILITY AND INDEMNIFICATION**

34.

- (1) The Recipient will save harmless and fully indemnify FNHA, its officers, employees, agents, successors and assigns from and against all losses, claims, damages, liabilities, obligations, costs and expenses, and demands borne by or asserted against FNHA arising



directly or indirectly from any negligent act or omission of the Recipient or any Delegate or Agency, under this Agreement, from any breach of this Agreement by the Recipient (whether by the Recipient or any Agency or Delegate), or from the Recipient entering into any loan, capital lease or other long term obligation, under this Agreement.

- (2) FNHA will save harmless and fully indemnify the Recipient, its officers, employees, agents, successors and assigns from and against all losses, claims, damages, liabilities, obligations, costs and expenses, and demands borne by or asserted against the Recipient arising directly or indirectly from any negligent act or omission of FNHA under this Agreement for and from any breach of this Agreement by FNHA.

## **Insurance**

35.

- (1) The Recipient shall, in relation to the Health Programs and Services it provides pursuant to this Agreement, and in accordance with and at such amounts as would a prudent provider of services required of the Recipient in this Agreement, purchase and maintain insurance policies appropriate of at least the following varieties:
  - (a) general public and comprehensive liability insurance which, at a minimum of \$5,000,000.00, insures the Recipient against liabilities imposed by law and against bodily injury and property damage claims for any one occurrence or series of occurrences made by any one person;
  - (b) errors and omissions liability insurance for professional health services, if any; and
- (2) upon request by FNHA, provide, verification or certificate of such insurance in effect upon thirty (30) days written notice, and give FNHA thirty (30) days written notice of cancellation or material change to such coverage.
- (3) FNHA may, at its sole discretion, reduce or eliminate the Recipient's insurance requirements herein, if in its reasonable opinion, there is a requirement for changes given the context of the services to be provided.

## **OPTING OUT PROVISION - MULTI-COMMUNITY ONLY**

36. First Nations receiving Health Programs and Services under the terms of this Agreement or agreements signed subsequent to this Agreement who wish to withdraw entirely or partially from such Agreement or agreements and receive Health Programs and Services from FNHA or from a separate authority shall abide by the following process:
- (1) the First Nation shall give one year advance written notice to the Recipient and FNHA of its intention to withdraw from the Recipient's Health Programs and Services and of the proposed arrangement for delivery of the Health Programs and Services to Members. The First Nation must demonstrate community members' endorsement of the withdrawal by way of a community referendum or another process acceptable to the FNHA before providing its written notice.
  - (2) A dispute resolution process will be developed between the Recipient and the First Nation and the Recipient will provide FNHA and the First Nation a copy of the process within six

- months of the signing of this Agreement. If the Recipient does not provide this within the required timeframe, FNHA's dispute resolution process as outlined in Schedule 5 will apply.
- (3) the First Nation withdrawing from the Recipient's Health Programs and Services and the Recipient shall first exhaust the dispute resolution process before moving to terminate the Agreement arrangements. The withdrawing First Nation and the Recipient may agree in writing to waive the requirement to exhaust the dispute resolution process.
  - (4) the Recipient and the First Nation intending to withdraw from the Recipient's Health Programs and Services shall provide to FNHA a schedule to guide the withdrawal process, outlining management, program and financial delivery issues which will be addressed.
  - (5) the Recipient and the opting out First Nation will identify, assess and tabulate all available resources in this Agreement such as salaries, capital and operating and maintenance that can be allocated to the opting out First Nation. As the amount included in this Agreement was calculated on a community by community basis, this would be the basis upon which funds would be identified for the opting out First Nation.
  - (6) FNHA and the Recipient and the First Nation or First Nations who plan to opt out of this Agreement agree to develop procedures to support and maintain the continued delivery of quality Health Programs and Services during the transition period.
  - (7) The First Nation withdrawing from the Recipient's Health Programs and Services must complete and provide a Community Health and Wellness Plan to FNHA for FNHA's review
  - (8) The Recipient will update and provide FNHA with a copy of the Recipient's community Health and Wellness Plan for FNHA's review in accordance with section 29(4) of this Agreement that will reflect the changes that will occur to the Recipient's program priorities and objectives as a result of the opting out First Nation's withdrawal.
  - (9) The effective date of the First Nation withdrawal must align with April 1 of the new fiscal year, which may serve to extend the one-year advance written notice period.
  - (10) Notwithstanding any agreement between the Recipient and the withdrawing First Nation, the Recipient acknowledges that the FNHA in its sole discretion may reduce or waive the one-year advance notice period to allow the First Nation to withdraw earlier.

## DELEGATION

37. Subject to section 69:
  - (1) subject to subsection (2) of this section, any party may, for the purpose of convenient administration, delegate any or all of its obligations under this Agreement to its duly authorized representative or agent, which in the case of the Recipient will be an Agency, by an agreement in writing; and
  - (2) where a party has delegated any or all of its obligations pursuant to subsection (1) of this section, the delegating party will remain liable to the other party to this Agreement for the performance of all its obligations under this Agreement.
38. Where FNHA delegates:

- (1) any or all of its obligations pursuant to subsection 37(1), FNHA shall ensure that the terms of the delegation are evidenced by an agreement in writing entered into between FNHA and the delegate which will, at a minimum, provide that:
- (2) the delegate has a specified mandate, a clearly identified role and a defined relationship with FNHA; and
- (3) upon written request of the Recipient, a copy of the agreement referred to in subsection (1) of this section shall be made available to the Recipient.

39. Where the Recipient delegates:

- (a) any or all of its obligations pursuant to subsection 37(1), to an Agency, the Recipient shall ensure that the terms of the delegation are evidenced by an agreement in writing entered into between the Recipient and the Agency which will, at a minimum, provide that:
  - (b) the Agency has a specified mandate, a clearly identified role and a defined relationship with the Recipient;
  - (c) the Agency adheres to the accountability principles set out in this Agreement;
  - (d) the Agency maintains financial records and prepares financial statements in a manner permitting the preparation of the Annual Audit by the Recipient and the Recipient's auditor;
  - (e) the Agency will provide FNHA, within two weeks of any request by FNHA to the Agency, with reasonable access to its premises and all accounts, records and supporting documentation relating to any service or program delegated by the Recipient pursuant to this Agreement; and that
  - (f) no agency association, employer-employee, or joint venture relationship is created between the Agency and FNHA.
- (2) upon written request of FNHA, a copy of the agreement referred to in subsection (a) of this section shall be made available to FNHA; and
  - (3) any or all of its obligations pursuant to subsection 37(1), to an Agency, the Recipient shall, if requested by FNHA, take all reasonable and necessary steps to ensure that FNHA is given reasonable access to the premises of the Agency and access to all of the Agency's records relating to any service or program delegated by the Recipient, in accordance with the agreement between the Recipient and the Agency referred to in subsection 37(1), or in accordance with any other lawful power which the Recipient may exercise over the Agency.

**ACCOUNTABILITY TO MEMBERS - PRINCIPLES OF TRANSPARENCY, DISCLOSURE AND REDRESS**

40. The Recipient will maintain a System of Accountability and transparency towards its Members or member First Nation in accordance with principles of sound governance and public administration that provides for transparency and openness relating to this Agreement. The Recipient will keep the following documents readily available to any Member or member First Nation upon request, and at no charge beyond the reasonable cost of reproducing documents:

- (1) this Agreement and any plans or budgets created by the Recipient for this Agreement;
- (2) any management action plan, and amendments to it;
- (3) the Recipient's Audited Financial Statements
- (4) all information, description and details of such system during the term of this Agreement; and
- (5) any other report, audit or evaluation required by this Agreement.
- (6) In the event of an inconsistency or conflict between the System of Accountability and the terms of this Agreement, this Agreement will prevail.

#### **FNHA COMMENTS**

41. FNHA shall provide the Recipient with comments in writing for each of the reports required in Schedule "3", within one hundred and twenty (120) calendar days of receipt thereof from the Recipient.

#### **UNFORESEEN CIRCUMSTANCES**

42. In the event of unforeseen circumstances such as, but not limited to, community health emergencies or a disaster, FNHA and the Recipient will jointly assess the impact of the unforeseen circumstances on the delivery of the Health Programs and Services by the Recipient. FNHA and the Recipient will mutually agree on the financial and program measures to be taken to expediently manage the unforeseen circumstance and maintain the effective delivery of Health Programs and Services.

#### **INTERVENTION**

43. Without limiting sections 51 and 52, if FNHA is notified by the Recipient, any community member or by any other source that a health emergency has occurred and that the Recipient is unable to act, refuses to act and/or takes ineffective action, then, within twenty-four (24) hours of notification, FNHA shall be entitled to take such steps as FNHA considers appropriate, including arranging for appropriate emergency relief and implementing or assisting in any actions deemed necessary by FNHA to resolve the emergency. The Recipient will be kept informed of action taken. Once the emergency situation is over, the Recipient will be assisted by FNHA in developing appropriate means for responding to future health emergencies.

#### **CAPITAL FACILITIES AND MOVEABLE ASSETS**

##### **General**

44. The Recipient shall, in relation to any Capital Facilities and Moveable Assets:
  - (1) use such facilities and assets for the purpose of supporting the provision of Health Programs and Services and in accordance with the terms and conditions of this Agreement;
  - (2) maintain the Capital Facilities in accordance with the applicable Program Plan, or Health and

Wellness Plan as the case may be; and,

- (3) not change the use of, significantly alter, pledge, sell, exchange, or dispose of such facilities and assets, except in accordance with the terms and conditions of this Agreement.

**Construction and Repair of Capital Facilities**

45.

- (1) Construction for new, expanded or replacement Capital Facilities, and major repairs to such facilities, may be funded by FNHA from time to time. Such construction or repairs shall be planned for according to the Regional Capital Plan and will be subject to and contingent on a separate capital funding agreement being entered into between FNHA and the Recipient, subject to sufficient funds being made available to FNHA.
- (2) In the event any Capital Facilities are destroyed or damaged beyond use:
  - (a) the parties will jointly assess the impact of the loss of the Capital Facilities on the Recipient's health delivery system and any agreed capital requirements resulting from this assessment may be included by FNHA in the Regional Capital Plan; and
  - (b) where the loss of the Capital Facilities significantly impairs the delivery of Health Programs and Services funded by this Agreement, the parties shall treat the matter as an unforeseen circumstance under section 42 and will follow the process set out therein to consider measures required to maintain the effective delivery of those Health Programs and Services.

**Disposition and Change of Use of Capital Facilities and Moveable Assets**

46. In relation to any Capital Facilities and Moveable Assets, the recipient shall not:

- (1) change the use of any such facilities and assets or permit them to be used for additional uses which are not directly related to fulfilling the terms and conditions of this Agreement;
- (2) pledge, mortgage, charge or permit the creation of any security interest, claim or lien against such facilities and assets;
- (3) undertake significant alteration or renovation of such facilities and assets; or
- (4) sell, exchange, transfer or dispose of such facilities and assets except with:
  - (a) the prior consent in writing of FNHA, and upon adherence to such terms and conditions to the change of use, pledge, alteration or disposition as are established by FNHA; and
  - (b) in relation to Capital Facilities, compliance with any applicable requirements of the Indian Act, the First Nations Land Management Act or self-government agreements and, if applicable, the authorization of the Minister of Indian and Northern Affairs Canada or the Governor in Council.

47. Section 46 shall not apply to, or restrict, a change of use or disposition by the Recipient of any Moveable Assets which are not furniture and motorized conveyances and are of nominal value only, and where:

- (1) the change of use of or alteration is for the purposes directly related to fulfilling the terms and conditions of this Agreement;

- (2) the sale, exchange, transfer or disposal of such assets is for fair value and any proceeds are applied in full to the purchase of replacement assets or, where both parties agree, applied to other expenses which are incurred by the Recipient in accordance with the terms and conditions of this Agreement in order to offset FNHA's contribution hereunder; and
  - (3) the change of use or disposition does not jeopardize the delivery of any Health Programs and Services by the Recipient under this Agreement or by FNHA outside of this Agreement.
48. FNHA may, in relation to any Capital Facilities located on lands which are not reserve lands within the meaning of the *Indian Act* and are not otherwise subject to the *First Nations Land Management Act* or self-government agreements, and in relation to any Moveable Assets, direct any of the following to occur at any time during or following expiry or termination of this Agreement
- (1) that the said Capital Facilities and Moveable Assets, or any part of them, be turned over to another organization designated or approved by FNHA to provide health services for the Recipient's community;
  - (2) that the said Capital Facilities and Moveable Assets, or any part of them, be sold at fair market value and that the proceeds be applied in full to the purchase of replacement assets or, where both parties agree, applied to other expenses which are incurred by the Recipient in accordance with the terms and conditions of this Agreement, in order to offset FNHA's contribution hereunder or under any successor or health funding agreements with the Recipient; or
  - (3) that the said Capital Facilities and Moveable Assets, or any part of them, be disposed of in such other manner as may be determined by FNHA in consultation with the Recipient and where a direction is made by FNHA, the Recipient undertakes and agrees to comply with such direction.
49. The Recipient shall maintain complete records of any change of use, pledge, significant alteration, sale, exchange, transfer or disposition of any Capital Facilities or Moveable Assets as well as records of use of proceeds or consideration therefrom, and shall provide a copy of such records to FNHA upon request.

## **MOVEABLE ASSETS RESERVE**

- 50.
- (1) Funds provided for Moveable Assets Reserve for the purchase of equipment, furniture and vehicles, including such balances unexpended at the end of each Fiscal Year of this Agreement, must be spent for moveable capital assets purchases only and can be carried over for such purchases in future Fiscal Years or as may be approved by FNHA.
  - (2) Funds have been allocated to the Recipient as part of the annual budget for the maintenance and replacement of these Moveable Assets ; and
  - (3) The Recipient agrees that the expenditure of capital funds under this Agreement will be restricted to expenditures for Moveable Assets, valued at over \$1,000.00, only and that there will be no transfer of capital funds to operating budget. These Moveable Assets are subject to the reporting requirements under this Agreement and are accounted for separately in a reserve entitled Moveable Assets Reserve.



**DEFAULT**

51. The Recipient will be in default of this Agreement in the event:
- (1) the Recipient defaults in any of its obligations set out in this Agreement;
  - (2) the auditor of the Recipient, or the auditor of FNHA, gives a denial of opinion or adverse opinion as to the financial statements of the Recipient, or provides an opinion that any expenditure of funds by the Recipient under this Agreement does not comply with the terms and conditions of this Agreement;
  - (3) In the opinion of FNHA, the Recipient fails to comply with FNHA's right to audit.
  - (4) the Recipient fails to comply in a material way with its Incorporating Documents carrying out its activities;
  - (5) the Recipient amends, repeals, replaces or supplements its Incorporating Documents in a manner which jeopardizes the performance of this Agreement by the Recipient;
  - (6) the Recipient is dissolved, liquidated or wound-up, or becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors;
  - (7) any execution, sequestration or other process of a court is enforced against a substantial portion of the property of the Recipient;
  - (8) steps are taken under any legislation by or against the Recipient seeking liquidation, winding-up or dissolution of the Recipient; or
  - (9) FNHA has a reasonable belief, based on material evidence, that the health, safety or welfare of the community members is being compromised.

**REMEDIES ON DEFAULT**

- 52.
- (1) In the event the Recipient is in default, the parties will meet to review the situation.
  - (2) Notwithstanding subsection (1) of this section, in the event the Recipient is in default under this Agreement, FNHA may take one or more of the following actions as may reasonably be necessary, having regard to the nature and extent of the default:
    - (a) require the Recipient to develop and implement a management action plan within thirty (30) calendar days, or at such other time as the parties may agree upon and set out in writing, but not to exceed sixty (60) calendar days;
    - (b) require the Recipient to seek advisory support that is acceptable to FNHA;
    - (c) appoint, upon providing notice to the Recipient, a Third Party Manager;
    - (d) withhold any funds otherwise payable under this Agreement;
    - (e) require the Recipient to take any reasonable action necessary to remedy the default;

- (f) take such reasonable action itself as FNHA deems necessary to remedy the default; and/or
- (g) terminate this Agreement.

53. In addition to the remedies available to FNHA set out in section 52, where the Recipient defaults in its obligation to provide FNHA with an Annual Audit report under the terms and conditions of this Agreement, FNHA may:

- (1) require that an independent auditor recognized in the Province of British Columbia in which the Recipient has its administrative offices be appointed immediately by the Recipient at the Recipient's cost and that the audited financial statements be delivered within a reasonable time as FNHA may determine; or
- (2) appoint an independent auditor recognized in the Province of British Columbia, in which the Recipient has its administrative offices and in which case:
- (3) the Recipient will provide the auditor appointed by FNHA with full access to its financial records and provide such other information as the auditor may require to perform the audit; and
- (4) the Recipient will reimburse FNHA for all costs incurred in having the audit conducted.

54. In addition to the remedies available to FNHA set out in section 53, where the Recipient defaults in its obligations to make the audit readily available to the Members, FNHA may make the audit of the Recipient available to the Members or member First Nations.

55. In addition to the remedies available to FNHA set out in section 52:

- (1) the Recipient shall, at such times as this Agreement may specify and otherwise upon written demand, repay to FNHA any amount of the funding provided under this Agreement which: (i) has not been accounted for by the Recipient in accordance with this Agreement; (ii) is spent by the Recipient for purposes other than those authorized under this Agreement; (iii) FNHA determines to be a recoverable stacking amount under subsection 16(2); or (iv) is an overpayment or any other amount that is repayable by the Recipient under this Agreement. Such amounts are debts due to FNHA;
- (2) interest shall be charged on any debts under subsection (1) of this section, and at the rate of the prime commercial lending rates plus one percent (1%) posted by the Royal Bank of Canada and also constitutes a debt due FNHA;
- (3) Notwithstanding any other provision of this Agreement, FNHA may withhold or reduce any payments to be made to the Recipient pursuant to this Agreement in the event that: (i) any reports have not been submitted by the Recipient in accordance with the requirements of this Agreement; or (ii) any such reports or any audits conducted under this Agreement indicate that actual expenditures incurred by the Recipient in accordance with this Agreement have been lower than the amount advanced up to the time of such reports or audits.

## TERMINATION

56. Notwithstanding any other provision of this Agreement, and subject to sections 57 and 59, this Agreement may be terminated at any time by either party without cause upon at least ninety (90)



calendar days written notice to the other party.

57. Upon delivery of a notice of termination by either party under section 56:
- (1) the party providing the termination notice may offer to meet with the other party within two (2) weeks thereof, at which time, if both parties agree, the ninety (90) calendar days termination notice period may be reduced or extended; or
  - (2) if both parties agree, the parties may enter into a dispute resolution process provided for in section 61, or as otherwise agreed, and may agree to suspend the termination notice during such process; or
  - (3) if both parties agree, the termination notice may be withdrawn and this Agreement continued on any basis agreed to by the parties; or
  - (4) The party providing the termination notice may appoint a Third Party Manager to assist the parties in any or all transition activities under this Agreement, including those listed in section 58.
58. Where either party continues to demand termination following completion of any steps required or agreed to under subsection 57(1) through 57(2), the parties will adhere to the requirements of section 59.
59. If the Recipient was in default under this Agreement and failed to cure such default to the satisfaction of FNHA prior to the delivery of the notice of termination, the default continues and all remedies on default remain available to FNHA
60. In the event of the termination of this Agreement under section 52, or under section 56:
- (1) the Recipient shall make no further commitments in relation to the use of FNHA's funding under this Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
  - (2) any monies owed to the Recipient up to the termination date of this Agreement will be paid to the Recipient by FNHA, but may be subject to conditions imposed by FNHA in its sole discretion;
  - (3) the Recipient shall, if requested by FNHA, transfer or assist in the transfer of medical records in its possession to a successor recipient or FNHA where such records relate to the Health Programs and Services that will be delivered by the successor recipient or FNHA, as the case may be. Any transfer of records shall be undertaken subject to applicable laws;
  - (4) the Recipient will provide FNHA with an audit within one hundred and twenty (120) calendar days of the date of termination, unless the FNHA waives this requirement in writing; and
  - (5) any funding paid to the Recipient which is unexpended at the termination date of this Agreement will be paid to FNHA by the Recipient, unless the Recipient and FNHA agree otherwise in writing.

## DISPUTE RESOLUTION

61. Subject to section 63, in the event a dispute arises between FNHA and the Recipient regarding the interpretation of a provision of this Agreement or the obligation of a party under this Agreement,

the parties may choose to resolve the dispute in the manner set out below, or in such other manner as the parties may agree upon and set out in writing.

- (1) where either party is of the opinion that a dispute exists between them regarding the interpretation of a provision of this Agreement or the obligation of a party under this Agreement, and where that party wishes to follow the dispute resolution process contained in this Agreement to address the dispute, that party will give the other party written notice setting out:
  - (a) that the party giving notice wishes to undertake the dispute resolution process provided for in this section; and
  - (b) a concise summary of the matter in dispute.
- (2) FNHA and the Recipient will meet within thirty (30) calendar days of the date notice was given under subsection (1) above, or within such other time as both parties may agree, to discuss and attempt to resolve the dispute.
- (3) where FNHA and the Recipient are unable to resolve the dispute following the meeting referred to in subsection (2) above, either party shall have the right to require that an independent third party acceptable to them both be appointed to act as a non-binding mediator. If the parties cannot agree on the choice of the independent third party within thirty (30) calendar days or such other time as they have both agreed then an independent third party will be chosen upon application by the parties by an independent centre or organization acceptable to FNHA and the Recipient.
- (4) where an independent third party is appointed pursuant to subsection (3) above, FNHA and the Recipient will meet with the third party within thirty (30) calendar days of the appointment or within such other time as both parties and the independent third party may agree, to establish terms of the mediation which are consistent with this section and are acceptable to both FNHA and the Recipient.
- (5) if the parties do not resolve the dispute within sixty (60) calendar days following commencement of the mediation, or such other time as they both agree, then either party may ask the independent third party to provide the parties with a written non-binding recommendation for settlement. The parties shall meet promptly following receipt of any recommendation and if both parties agree, the recommendation may be adopted in whole or in part. If the parties do not agree to accept the recommendation in whole or in part within thirty (30) calendar days from the receipt thereof, or such other time as they both agree, either party may ask the independent third party to issue a report that no settlement was reached.
- (6) FNHA and the Recipient will:
  - (a) each bear their own costs arising from the dispute resolution process provided for in this article; and
  - (b) bear equally the costs of any independent third party appointed pursuant to subsection (3) of this section.

### **Admissibility in Legal Proceedings**

62.

- (1) Subject to subsection 61(2), any exchanges between FNHA and the Recipient after one party has given the other notice that it wishes to undertake dispute resolution pursuant to section 61(1), and any exchanges between the parties and the independent third party, including without limitation:
  - (a) any minutes or other records of any meetings between FNHA and the Recipient;
  - (b) any admissions, discussion, or offers of settlement, whether made verbally or in writing by either party; and
  - (c) any recommendations from the independent third party; will not be admissible in any legal proceedings unless otherwise required by law.
- (2) Evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during a dispute resolution process, undertaken pursuant to section 61.

### **Exceptions to the Process**

63. Disputes arising as a result of any of the following matters will not be dealt with under the dispute resolution process provided for in section 61;
  - (1) Budget decisions of the Recipient made in accordance with the terms and conditions of this Agreement;
  - (2) A decision by FNHA to audit and the manner in which the audit is conducted pursuant to sections 28 and 53;
  - (3) A decision by FNHA that the Recipient is in default;
  - (4) Any action taken by FNHA pursuant to section 43 or section 52, and
  - (5) A termination of this Agreement by either party under section 56, except where, prior to such termination, the parties have agreed to use this dispute resolution process in accordance with subsection 57(2).

## **GENERAL PROVISIONS**

### **No Prejudice**

64.
  - (1) This Agreement shall not have the effect of or be interpreted as:
    - (a) Recognizing, affirming or denying, any aboriginal or treaty rights for 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) Modifying any treaty or creating a new treaty within the meaning of the *Constitution Act, 1982*;
    - (d) Being prejudicial to any applications, court actions, negotiations or settlements with respect to land claims or land entitlements involving any of the BC First Nations;

- (e) Being prejudicial to the implementation of any inherent right of self-government or any agreement that may be negotiated with respect to self-government with and of BC First Nations.

### **The Agreement**

65.

- (1) This Agreement constitutes the entire agreement between the parties and supersedes all discussions, negotiations and commitments in relation to the subject matter of this Agreement, which may have preceded the signing of this Agreement. For greater certainty, this Agreement consists of the written provisions together with all Schedules, excluding any Preamble or Headings herein. This clause does not supersede or affect any obligations of the parties in relation to other subject matter, including obligations arising under prior or other funding agreements between parties.
- (2) This Agreement shall be interpreted in accordance with the laws of Canada and the applicable laws of the Province of British Columbia.
- (3) Descriptive headings are inserted solely for convenience of reference, and are not to be used as an aid in the interpretation of this Agreement.
- (4) All amendments to this Agreement are to be made in writing and signed by both parties except where otherwise specifically provided herein.
- (5) All rights and obligations of the parties which expressly, or by their nature, survive termination or expiry of this Agreement shall survive unless and until they are fulfilled, or by their nature expire.
- (6) This Agreement may be signed in any one or more counterparts each of which so executed will constitute an original and all of which together will constitute one and the same Agreement whether evidenced by email, facsimile or any other method of legible transmission.

### **Set-Off**

- 66. FNHA may set-off from any payment due to the Recipient under this Agreement any amount that is a debt due to FNHA from the Recipient under this Agreement including any amount due to FNHA from the Recipient under the terms of any prior or other funding agreement between the parties.

### **Non - Waiver**

67.

- (1) No provision of this Agreement and no event of default by the Recipient or FNHA of any provision of this Agreement will be deemed to have been waived unless the waiver is in writing and signed by such waiving party.
- (2) The waiver by a party of default by the other party or of any provision of this Agreement will not be deemed to be a waiver of any subsequent default by the other party or of the same or any other provision of this Agreement.

### **Policy and Publications**

- 68. All references throughout this Agreement to FNHA policy and particular FNHA publications are

deemed to refer to the FNHA policy and FNHA publications in force or issued at the time of the execution of this Agreement, and include any subsequent amendments or replacements thereof, as the case may be.

**Assignment**

69.

- (1) Unless otherwise specifically provided herein, the parties shall not assign any of their rights, responsibilities or obligations under this Agreement.
- (2) This Agreement is binding upon the parties and their respective administrators, successors and assigns.

**No Agency**

70.

- (1) This Agreement is intended to provide funding to the Recipient to assist the Recipient to carry out the Health Programs and Services in accordance with the terms and conditions of this Agreement. The Recipient shall at all times act on its own behalf and not on behalf of, or in the name of, FNHA. No principal-agent, employer-employee, partnership or joint venture relationship exists or shall be deemed to exist between the parties by virtue of this Agreement. The Recipient further agrees not to represent itself as such, including in any agreement with the third party.

**Intellectual Property Rights**

71.

- (1) In this section “Material” includes anything that is created or developed by the Recipient with the funding in this Agreement or in the course of implementing, providing or promoting the Health Programs and Services under this Agreement, and in which copyright subsists.
- (2) Copyright in any Material produced by the Recipient or any agent or contractor of the Recipient in delivering Health Programs and Services set out in this Agreement shall vest in and remain the property of the Recipient or its agents and contractors in accordance with arrangements between those parties, unless otherwise agreed.
- (3) The Recipient hereby grants to FNHA a non-exclusive, irrevocable, worldwide, fully-paid and royalty-free license to make, copy, translate, use, produce or further develop all Materials for any purpose, except sale or licensing in commercial competition with the Recipient. FNHA’s license also includes the right to disclose the Materials or portions thereof to other organizations for information purposes only.
- (4) The Recipient shall, in relation to Material which has been prepared by an agent or contractor for the purposes of delivering any Health Programs and Services, obtain: (i) an assignment of copyright, or (ii) such license rights, as are required for the Recipient to comply with subsection (3) of this section.

**Conflict of Interest**

72.

- (1) No member of FNHA Board shall be admitted to any share or part of this Agreement or to

any benefit arising therefrom as per the FNHA Board Conflict of Interest Policy.

- (2) It is a term of this Agreement that no current or former FNHA employee to whom the *FNHA Employee Conflict of Interest Policy* applies shall derive any direct benefit from this Agreement, including any employment, payments or gifts.
- (3) No member of the First Nation Health Council (FNHC) shall be admitted to any share of part of this Agreement or to any benefit arising therefrom as per the FNHC Conflict of Interest Policy.

### **Communications**

73.

- (1) The Recipient shall acknowledge FNHA's financial support in any communications and materials it provides to the public relating to the activities funded by this Agreement. Such acknowledgment shall be in a form satisfactory to FNHA and shall be withdrawn upon the written request of FNHA.
- (2) The Recipient shall, in respect of any research study, assessment or report containing opinions of the Recipient that is prepared with the funding in this Agreement, include with the funding recognition statement a disclaimer that the views and opinions expressed therein are solely those of the Recipient and may not reflect the views and opinions of FNHA.
- (3) FNHA reserves the right to communicate to the public about the terms of this Agreement by way of, but not limited to, announcements, interviews, speeches, press releases, publications, signage, websites, advertising and promotional materials. The timing of these communications will be at the discretion of FNHA. FNHA will notify the Recipient in advance of any significant public events and news releases to provide to the Recipient an opportunity to participate in a joint announcement or in the development of joint communications materials.

### **Expenses**

74. The Recipient shall expend funding provided under this Agreement for goods and services only where:

- (1) the goods and services are directly related to the carrying out of the Recipient's responsibilities under this Agreement; and
- (2) the Recipient follows generally accepted business practices in negotiating the price and other terms and conditions for the goods and services.

### **NOTICES AND ADDRESSES**

75.

- (1) In this Agreement, where any notice, request, direction or other communication is required to be given or made by FNHA or the Recipient, it shall be in writing and shall be deemed sufficiently given if sent by registered mail, or facsimile, electronic transmission or by delivery in person, to the other party at the following address:

**If to FNHA:**

**Funding Arrangements**  
**First Nations Health Authority**  
540-757 West Hastings Street  
Vancouver, BC, V6C 1A1

Tel: (604) 693-6700  
Fax: (604) 693-0069

**If to the Recipient:**

**Board of Directors**  
**Heskw'en'scutxe Health Services Society**  
P.O. Box 188  
3691 Deer Lane  
Spences Bridge, BC, V0K 2L0

Tel: (250) 458-2212  
Fax: (250) 458-2213

- (2) Such notices, requests, directions or other communications shall be deemed to have been received ten (10) business days after mailing if sent by registered mail, and the following business day if sent by facsimile, electronic transmission or delivery in person.
- (3) The Recipient shall notify FNHA of any changes to its address or any of the other details specified in this section, provided, however, that such notice shall only be effective on the date specified in such notice or ten (10) business days after the notice is given, whichever is later.

## **PAYMENTS**

76. All payments of FNHA may, at its sole option, shall be sent to the Recipient by ordinary prepaid mail at the address indicated herein or at any other such address as long as FNHA is notified in writing by the Recipient or shall be deposited to the Recipient's bank account.

## **ADMINISTRATOR OF THE AGREEMENT**

77. FNHA, may, by way of written notice, designate a person responsible for day to day communications and general management and administration of this Agreement, until further notice. This provision is subject to, and does not limit, any notice provisions in this Agreement.

**SIGNATORIES**

IN WITNESS of the foregoing covenants, this Agreement has been executed by FNHA and the Recipient by their duly authorized representatives.

<p><b>SIGNED ON BEHALF OF the FIRST NATIONS HEALTH AUTHORITY</b>, as represented by, the Chief Executive Officer, FNHA</p>	<p><b>SIGNED ON BEHALF OF THE RECIPIENT</b> <i>Quorum requires 3 signature(s)</i></p>
<p>by: _____ <b>Peter Eckert</b> <b>VP - Finance and Corporate Services</b> <b>First Nations Health Authority</b></p>	<p>by: _____ Board Member <b>Heskw'en'scutxe Health Services Society</b> <i>I have the authority to bind the corporation</i> _____ <i>(Print Name)</i></p>
	<p>by: _____ Board Member <i>I have the authority to bind the corporation</i> _____ <i>(Print Name)</i></p>
	<p>by: _____ Board Member <i>I have the authority to bind the corporation</i> _____ <i>(Print Name)</i></p>
<p style="text-align: center;"><b>FNHA WITNESS</b></p> <p>In the presence of:</p> <p>_____ <i>(Signature)</i></p> <p>_____ <i>(Print Name)</i></p> <p>_____ <i>(Date)</i></p>	<p style="text-align: center;"><b>RECIPIENT WITNESS</b></p> <p>In the presence of:</p> <p>_____ <i>(Signature)</i></p> <p>_____ <i>(Print Name)</i></p> <p>_____ <i>(Date)</i></p>



**SCHEDULE “1” PROGRAM FUNDING**

Program	2022-23	2023-24	2024-25	2025-26	2026-27	Total
<b>TIER 3 (BLOCK)</b>						
<b>Health Infrastructure Support - Health Capacity System - Health Facilities</b>						
Capital Facilities Operation and Maintenance (CFOM)	\$ 38,455	\$ 38,455	\$ 38,455	\$ 38,455	\$ 38,455	\$ 192,275
<b>Health Infrastructure Support - Health Capacity System - Health Planning and Quality Management</b>						
Accreditation Services (AS)	\$ 31,000	-	-	-	-	\$ 31,000
Accreditation Services (AS) - OTF (Invoice)	\$ 9,850	-	-	-	-	\$ 9,850
Health Planning and Management (HPM) **	\$ 367,035	\$ 367,035	\$ 367,035	\$ 367,035	\$ 367,035	\$ 1,835,175
<b>Primary Health Care - Health Promotion &amp; Disease Prevention - Healthy Child Development</b>						
Canada Prenatal Nutrition Program (CPNP)	\$ 11,596	\$ 11,596	\$ 11,596	\$ 11,596	\$ 11,596	\$ 57,980
Children's Oral Health Initiative and Oral Health Professional Activities (COHI)	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 20,835
<b>Primary Health Care - Health Promotion &amp; Disease Prevention - Healthy Living</b>						
Aboriginal Diabetes Initiative (ADI)	\$ 56,541	\$ 56,541	\$ 56,541	\$ 56,541	\$ 56,541	\$ 282,705
Community Health Promotion and Injury Illness Prevention (CHPI IP) for CHR	\$ 65,354	\$ 65,354	\$ 65,354	\$ 65,354	\$ 65,354	\$ 326,770
<b>Primary Health Care - Health Promotion &amp; Disease Prevention - Mental Wellness</b>						
Brighter Futures (BF)	\$ 67,403	\$ 67,403	\$ 67,403	\$ 67,403	\$ 67,403	\$ 337,015
Building Healthy Communities Mental Health Crisis Management (BHC MH)	\$ 37,877	\$ 37,877	\$ 37,877	\$ 37,877	\$ 37,877	\$ 189,385
Building Healthy Communities Solvent Abuse Program (BHC SAP)	\$ 8,226	\$ 8,226	\$ 8,226	\$ 8,226	\$ 8,226	\$ 41,130
National Native Alcohol and Drug Abuse Program (NNADAP)	\$ 142,800	\$ 142,800	\$ 142,800	\$ 142,800	\$ 142,800	\$ 714,000
<b>Primary Health Care - Public Health Protection - Communicable Disease Control and Management</b>						
Communicable Disease Control (CDC) for Clerk	\$ 9,224	\$ 9,224	\$ 9,224	\$ 9,224	\$ 9,224	\$ 46,120
Communicable Disease Control (CDC) for Nurse	\$ 117,053	\$ 117,053	\$ 117,053	\$ 117,053	\$ 117,053	\$ 585,265
<b>Total for TIER 3 (BLOCK)</b>	<b>\$ 966,581</b>	<b>\$ 925,731</b>	<b>\$ 925,731</b>	<b>\$ 925,731</b>	<b>\$ 925,731</b>	<b>\$ 4,669,505</b>

<b>TIER 1 (SET)</b>						
<b>Primary Health Care - Primary Care - Home and Community Care</b>						
First Nations Home and Community Care - Phase 3 (FNHCC / PH3)	\$ 127,291	\$ 127,291	\$ 127,291	\$ 127,291	\$ 127,291	\$ 636,455
<b>Primary Health Care - Public Health Protection - Environmental Health</b>						
Environmental Public Health Drinking Water Safety Program (EPH DWSP)	\$ 34,679	\$ 34,679	\$ 34,679	\$ 34,679	\$ 34,679	\$ 173,395
<b>Supplementary Health Benefits</b>						
First Nations Health Benefits Medical Transportation Mgmt and Support (FNHB MT)	\$ 3,680	\$ 3,680	\$ 3,680	\$ 3,680	\$ 3,680	\$ 18,400
First Nations Health Benefits Medical Transportation MT Direct (FNHB MT) **	\$ 25,966	\$ 25,966	\$ 25,966	\$ 25,966	\$ 25,966	\$ 129,830
<b>Total for TIER 1 (SET)</b>	<b>\$ 191,616</b>	<b>\$ 191,616</b>	<b>\$ 191,616</b>	<b>\$ 191,616</b>	<b>\$ 191,616</b>	<b>\$ 958,080</b>
	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>Total</b>
<b>TIER 3 (BLOCK)</b>	\$ 966,581	\$ 925,731	\$ 925,731	\$ 925,731	\$ 925,731	\$ 4,669,505
<b>TIER 1 (SET)</b>	\$ 191,616	\$ 191,616	\$ 191,616	\$ 191,616	\$ 191,616	\$ 958,080
<b>Total</b>	<b>\$ 1,158,197</b>	<b>\$ 1,117,347</b>	<b>\$ 1,117,347</b>	<b>\$ 1,117,347</b>	<b>\$ 1,117,347</b>	<b>\$ 5,627,585</b>

OTF = One-time funding

\*\*HPM on-going includes funding for: (a) remote index of \$14,120.00 and (b) salary and benefits escalator of \$36,725.00.

\*\*FNHBMT-MT Direct includes full meal rate increase from 2021/2022.

**SCHEDULE “2” CASH FLOW**

Cash Flow Forecast for Fiscal Year 2022/2023.

Disbursement Plan for Fiscal Year 2022-23													
Heskw'en'scutxe Health Services Society (000000203) - B-2223-00650, Amendment No. 0													
Program	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	TOTAL
<b>Health Infrastructure Support - Health Capacity System - Health Facilities</b>													
Capital Facilities Operation and Maintenance (CFOM)	\$ 3,205	\$ 3,205	\$ 3,205	\$ 3,205	\$ 3,205	\$ 3,205	\$ 3,205	\$ 3,204	\$ 3,204	\$ 3,204	\$ 3,204	\$ 3,204	\$ 38,455
<b>Health Infrastructure Support - Health Capacity System - Health Planning and Quality Management</b>													
Accreditation Services (AS)	\$ 2,584	\$ 2,584	\$ 2,584	\$ 2,584	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 31,000
Accreditation Services (AS) - OTF (Invoice)	\$ 9,850	-	-	-	-	-	-	-	-	-	-	-	\$ 9,850
Health Planning and Management (HPM)	\$ 30,587	\$ 30,587	\$ 30,587	\$ 30,586	\$ 30,586	\$ 30,586	\$ 30,586	\$ 30,586	\$ 30,586	\$ 30,586	\$ 30,586	\$ 30,586	\$ 367,035
<b>Primary Health Care - Health Promotion &amp; Disease Prevention - Healthy Child Development</b>													
Canada Prenatal Nutrition Program (CPNP)	\$ 967	\$ 967	\$ 967	\$ 967	\$ 966	\$ 966	\$ 966	\$ 966	\$ 966	\$ 966	\$ 966	\$ 966	\$ 11,596
Children's Oral Health Initiative and Oral Health Professional Activities (COHI OHPA)	\$ 348	\$ 348	\$ 348	\$ 347	\$ 347	\$ 347	\$ 347	\$ 347	\$ 347	\$ 347	\$ 347	\$ 347	\$ 4,167
<b>Primary Health Care - Health Promotion &amp; Disease Prevention - Healthy Living</b>													
Aboriginal Diabetes Initiative (ADI)	\$ 4,712	\$ 4,712	\$ 4,712	\$ 4,712	\$ 4,712	\$ 4,712	\$ 4,712	\$ 4,712	\$ 4,712	\$ 4,711	\$ 4,711	\$ 4,711	\$ 56,541
Community Health Promotion and Injury Illness Prevention (CHPI IP) for CHR	\$ 5,447	\$ 5,447	\$ 5,446	\$ 5,446	\$ 5,446	\$ 5,446	\$ 5,446	\$ 5,446	\$ 5,446	\$ 5,446	\$ 5,446	\$ 5,446	\$ 65,354
<b>Primary Health Care - Health Promotion &amp; Disease Prevention - Mental Wellness</b>													
Brighter Futures (BF)	\$ 5,617	\$ 5,617	\$ 5,617	\$ 5,617	\$ 5,617	\$ 5,617	\$ 5,617	\$ 5,617	\$ 5,617	\$ 5,617	\$ 5,617	\$ 5,616	\$ 67,403
Building Healthy Communities Mental Health Crisis Management (BHC MH)	\$ 3,157	\$ 3,157	\$ 3,157	\$ 3,157	\$ 3,157	\$ 3,156	\$ 3,156	\$ 3,156	\$ 3,156	\$ 3,156	\$ 3,156	\$ 3,156	\$ 37,877
Building Healthy Communities Solvent Abuse Program (BHC SAP)	\$ 686	\$ 686	\$ 686	\$ 686	\$ 686	\$ 686	\$ 685	\$ 685	\$ 685	\$ 685	\$ 685	\$ 685	\$ 8,226
National Native Alcohol and Drug Abuse Program (NNADAP)	\$ 11,900	\$ 11,900	\$ 11,900	\$ 11,900	\$ 11,900	\$ 11,900	\$ 11,900	\$ 11,900	\$ 11,900	\$ 11,900	\$ 11,900	\$ 11,900	\$ 142,800
<b>Primary Health Care - Primary Care - Home and Community Care</b>													
First Nations Home and Community Care - Phase 3 (FNHCC / PH3)	\$ 10,608	\$ 10,608	\$ 10,608	\$ 10,608	\$ 10,608	\$ 10,608	\$ 10,608	\$ 10,607	\$ 10,607	\$ 10,607	\$ 10,607	\$ 10,607	\$ 127,291
<b>Primary Health Care - Public Health Protection - Communicable Disease Control and Management</b>													
Communicable Disease Control (CDC) for Clerk	\$ 769	\$ 769	\$ 769	\$ 769	\$ 769	\$ 769	\$ 769	\$ 769	\$ 768	\$ 768	\$ 768	\$ 768	\$ 9,224
Communicable Disease Control (CDC) for Nurse	\$ 9,755	\$ 9,755	\$ 9,755	\$ 9,755	\$ 9,755	\$ 9,754	\$ 9,754	\$ 9,754	\$ 9,754	\$ 9,754	\$ 9,754	\$ 9,754	\$ 117,053
<b>Primary Health Care - Public Health Protection - Environmental Health</b>													
Environmental Public Health Drinking Water Safety Program (EPH DWSP)	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,890	\$ 2,889	\$ 34,679
<b>Supplementary Health Benefits</b>													
First Nations Health Benefits Medical Transportation Mgmt and Support (FNHB MT)	\$ 307	\$ 307	\$ 307	\$ 307	\$ 307	\$ 307	\$ 307	\$ 307	\$ 306	\$ 306	\$ 306	\$ 306	\$ 3,680
First Nations Health Benefits Medical Transportation MT Direct (FNHB MT)	\$ 2,164	\$ 2,164	\$ 2,164	\$ 2,164	\$ 2,164	\$ 2,164	\$ 2,164	\$ 2,164	\$ 2,164	\$ 2,164	\$ 2,163	\$ 2,163	\$ 25,966
<b>Total for 2022-23</b>	<b>\$ 105,553</b>	<b>\$ 95,703</b>	<b>\$ 95,702</b>	<b>\$ 95,700</b>	<b>\$ 95,698</b>	<b>\$ 95,696</b>	<b>\$ 95,695</b>	<b>\$ 95,693</b>	<b>\$ 95,691</b>	<b>\$ 95,690</b>	<b>\$ 95,689</b>	<b>\$ 95,687</b>	<b>\$ 1,158,197</b>

**SCHEDULE “3” SUMMARY OF REPORTING REQUIREMENTS**

FUNDING	FINANCIAL REPORTING	PROGRAM REPORTING
<p><b>Block Funding:</b></p>	<p>An Annual Audit report due July 29<sup>th</sup> [no later than one hundred and twenty (120) calendar days after the end of each Fiscal Year.]</p> <p><u>Annual Audit report</u> <u>Apr-Mar due Jul 29<sup>th</sup></u></p>	<p>An annual report to the FNHA and Recipient Members within one hundred and twenty (120) calendar days of the end of each Fiscal Year.</p> <p>Based on the Health and Wellness Plan, the annual report will include a summary of funded Health Programs and Services, including core programs; data on service operations and results; explanation for any deviations from the Health and Wellness Plan, as well as any additional information required as per <i>Reporting Requirements Guide</i> and/or any Schedule.</p> <p><u>Annual Report</u> <u>Apr-Mar due Jul 29<sup>th</sup></u></p> <p>An evaluation report every 5 years.</p>
<p><b>Set Funding:</b></p>	<p>In addition to the Annual Audit report, one interim financial report.</p> <p><u>Interim report</u> <u>Apr-Sep due Nov 15<sup>th</sup></u></p>	<p>As above.</p>
<p><b>Indian Residential Schools Resolution Health Support Program:</b></p> <p><i>(Not Applicable)</i></p>	<p>As above Set Funding.</p>	<p>Four program activity reports as per <i>Reporting Requirements Guide</i>.</p> <p><u>1st report</u> <u>Apr-Jun due Aug 15<sup>th</sup></u></p> <p><u>2nd report</u> <u>Jul-Sep due Nov 15<sup>th</sup></u></p> <p><u>3rd report</u> <u>Oct-Dec due Feb 15<sup>th</sup></u></p> <p><u>4<sup>th</sup> report</u> <u>Jan-Mar due Jun 30<sup>th</sup></u></p>

FUNDING	FINANCIAL REPORTING	PROGRAM REPORTING
<p><b>National Native Alcohol and Drug Abuse Program (NNADAP) Treatment Centre</b></p> <p><b>and/or</b></p> <p><b>National Youth Solvent Abuse Program (NYSAP) Treatment Centre:</b></p> <p><i>(Not Applicable)</i></p>	<p>As above Set Funding.</p>	<p>In addition to the annual report, four interim program activity reports, as per <i>Reporting Requirements Guide</i>.</p> <p><u>1st interim report</u> <u>Apr-Jun due Aug 15th</u></p> <p><u>2nd interim report</u> <u>Jul-Sep due Nov 15th</u></p> <p><u>3rd interim report</u> <u>Oct-Dec due Feb 15th</u></p> <p><u>4th interim report</u> <u>Jan-Mar due Jul 29th</u></p>
<p><b>First Nations Health Benefits:</b></p>	<p>In addition to the Annual Audit report, two interim financial reports, as per <i>Reporting Requirements Guide</i>.</p> <p><u>1st interim report</u> <u>Apr-Aug due Oct 15<sup>th</sup></u></p> <p><u>2nd interim report</u> <u>Sept-Nov due Jan 15<sup>th</sup></u></p>	<p>In addition to the annual report, two interim program activity reports as per <i>Reporting Requirements Guide</i>.</p> <p><u>1st interim report</u> <u>Apr-Aug due Oct 15<sup>th</sup></u></p> <p><u>2nd interim report</u> <u>Sept-Nov due Jan 15<sup>th</sup></u></p>

**Core Programs and their Reporting Requirements**

PROGRAMS	INFORMATION REQUIRED	METHOD/FREQUENCY OF REPORTING
Communicable Disease Control	Immunization Levels (by age, sex, antigen).	Annual according to the federal or provincial immunization schedule identified in the Health and Wellness Plan.
	Report on Communicable disease as required by Provincial Regulation; including contact-tracing and follow-up.	Notification to Province and the FNHA within 24 hours of diseases with epidemic potential.  Annual Summary
Environmental Health	Total number and percentage of facilities meeting Provincial/Federal health and environmental standards; food services; water supply; sewage and garbage; pollution; and hazardous substances.	Annual Summary  Notification within twenty-four (24) hours of environmental hazards or conditions which may have any significant environmental impact; including steps taken to remedy the situation.
Treatment Services*	Total number of patients seen in diagnostic categories as specified in the Health and Wellness Plan.	Annual Summary

\* *Applicable only if treatment services are part of the Agreement.*

**SCHEDULE “4” CORE PROGRAMS****1. Environmental Public Health Service Requirements**

- (1) Program is delivered by an Environmental Health Officer (EHO) holding a valid Certificate in Public Health Inspection (Canada).
- (2) Engage and coordinate with the EHO at least annually to develop and implement a community workplan.
- (3) Community Based Water Quality Monitors (CBWM) (primary and back-up) are designated and participate in training and regular refreshers.
- (4) CBWMs carry out drinking water sampling activities as per agreed upon community water sampling plans, guidelines, and best practices.
- (5) Notify the EHO immediately upon determining that *Escherichia coli* and (or) total coliforms exceed health limits (MACs) or unusual disinfectant residuals are identified.
- (6) Record keeping policies and practices are in place for drinking water sampling activities, assessments and actions taken to address environmental public health risks.
- (7) Participate in the development and dissemination of public health risk communication and interventions to protect the health of community members.

**2. Communicable Disease Control Service Requirements**

- (1) All staff have liability and malpractice insurance.
- (2) Community health nurses fulfill the communicable disease management provisions outlined in the BC Public Health Act, as per BCCDC guidelines and within the scope and practice of a Registered Nurse (RN) or Licensed Practical Nurse (LPN).
- (3) There is a process to meet ongoing learning needs/professional development/certifications of service providers.
- (4) A Communicable Disease Emergency Plan (formerly Pandemic Plan) is in place and applicable staff participate in tabletop exercises and annual CDE plan updates/revisions.
- (5) Linkages are in place with other departments and services within the community (e.g., School, Childcare Services, Housing).
- (6) A collaborative working partnership with, and an understanding of the roles and responsibilities of the Regional Health Authority Medical Health Officer and communicable disease team.
- (7) Development and distribution of community public health messaging as required.
- (8) Privacy and confidentiality policies and practices are in place to ensure client health records are stored, handled and retained in accordance with relevant legislation.
- (9) Medical supply (including vaccines) management processes are in place including a prescribed plan of activities and communications, naming who is responsible for what.
- (10) Goals, objectives and indicators developed and are used to track program progress (e.g. targeted immunization rates, CD prevention & management).

**3. Home & Community Care/ Clinical & Client Care Service Requirements**

- (1) Care is delivered by home care registered nurses, Licensed Practical Nurses, and trained, certified personal care workers.
- (2) Care is delivered in accordance with relevant professional and practice standards.
- (3) All staff have liability and malpractice insurance.
- (4) Procedures are in place for visiting professionals, contracted services, shared services and referrals to external health providing organizations.
- (5) Client health records are stored and handled in a confidential and secure manner and retained according to current recommendations.
- (6) Privacy and confidentiality policies are in place in accordance with relevant legislation.
- (7) Medical supply management processes are in place including a prescribed plan of activities and communications, naming who is responsible for what.
- (8) There is a process in place for obtaining professional consultation of health staff by Nursing Consultants.
- (9) There is a process to meet ongoing learning needs of service providers.
- (10) There are processes in place to meet essential services delivery requirements as described in the FNHA Program and Services Guide.



## SCHEDULE “5” DISPUTE RESOLUTION

In the absence of an agreed upon dispute resolution process, the following will apply.

### Model Dispute Resolution in the absence of agreed upon dispute resolution process:

1. Where any party with an interest in the operation of this Agreement is of the opinion that there is a dispute with respect to the interpretation, application, operation or alleged breach of this Agreement that the parties are unable to resolve informally, that party shall provide written notice of that dispute to the other party(ies). That written notice shall contain a request to initiate the dispute resolution process and provide a concise summary of the matter in dispute.
2. The parties shall then follow the process below:
  - (1) Informal/Facilitation:
    - (a) Schedule a meeting with all interested parties within thirty (30) days after receiving the notice;
    - (b) Discuss and attempt to resolve the matter within thirty (30) days of that meeting, or such other period as agreed to by the parties in writing, by themselves or with the assistance of an agreed upon neutral third party (the “facilitator”);
  - (2) Mediation:
    - (a) If the dispute cannot be resolved within the above agreed upon time frame the parties will jointly select a mediator;
    - (b) If the dispute cannot be resolved within thirty (30) days after the appointment of the mediator, or such other period as agreed to by the parties in writing, then either party may ask the mediator to provide the parties with a written non-binding recommendation for settlement;
    - (c) The parties shall meet within thirty (30) following receipt of any recommendation and if both parties agree, the recommendation may be adopted in whole or in part.
  - (3) Arbitration:
    - (a) If the dispute cannot be resolved within the above agreed upon time frame the dispute will be referred to arbitration administered pursuant to the *Commercial Arbitration Act*.
  - (4) General:
    - (a) Upon written agreement of both parties, the dispute may bypass the mediation step and have the matter referred directly to arbitration.
    - (b) Should the parties be unable to agree on the selection of the facilitator, mediator or arbitrator within thirty (30) days after notice is served by any party seeking the appointment of a facilitator, mediator or arbitrator, the First Nations Health Authority will be asked to appoint the facilitator mediator or arbitrator.