

Mercury Care Home Framework Agreement

Between:

**Her Majesty the Queen in right of Canada as represented by the Minister
of Indigenous Services ("Canada")**

And

**Asubpeeschoseewagong Anishinabek also known as Grassy Narrows
First Nation ("Grassy Narrows")**

1. INTRODUCTION

WHEREAS:

- A. The Government of Canada is committed to: ensuring the availability of, or access by First Nations people to health services; assisting First Nations to address health barriers, disease threats, and attain health levels comparable to other Canadians living in similar locations and promoting First Nations ways of knowing, being and doing; the gradual transfer of service responsibilities to Indigenous peoples at a pace that is agreed by both parties; and collaboration and cooperation with Indigenous peoples and with provinces and territories for improving health services for Indigenous individuals.
- B. In order to better understand the health needs of residents of Grassy Narrows who are or may be living with methylmercury poisoning, the following actions have been undertaken by Grassy Narrows to better understand health needs of its community relating to the above: a Community Health and Wellbeing Assessment study has been completed; focus groups were conducted; the Minimata Kyouritsu Neurology and Rehabilitation Clinic in Minamata, Japan was visited and studied; and, practitioners in the community and mercury health experts were consulted to determine facility design and health services for the Mercury Care Home needed to improve care and treatment for those who are or may be suffering from the effects of methylmercury poisoning.
- C. Minister Philpott met with Chief Simon Fobister in November of 2017 and Minister Miller met with Chief Turtle on December 4, 2019 to discuss Grassy Narrows' Mercury Care Home. This Framework is entered into as a result of those meetings.
- D. In order to better address health needs in the Grassy Narrows community, Grassy Narrows and Canada are entering into this Framework for the construction and operation of a specialized mercury treatment facility on reserve, to be known as the Grassy Narrows Mercury Care Home, and for health services and supports to be provided from that facility.
- E. Canada has accepted the completed community-led Feasibility Study, including the enclosed Conceptual Design and the community's Functional Plan, as the basis of the Project.

NOW THEREFORE, the parties agree as follows:

2 PURPOSE, PROJECT AND NATURE OF THIS FRAMEWORK

2.1 Purpose

(1) The purpose of this Framework is to act as a general coordinating document for the Project, including: (i) the roles and responsibilities of Canada for the provision of funding; for any health services it provides and for other supports for the Project; (ii) the roles and responsibilities of Grassy Narrows for Project leadership and for its use of Canada's funding; (iii) the efforts the parties will make to seek the assistance of Ontario for this Project, and (iv) to give effect to new mechanisms for improved coordination and cooperation (both operational and technical).

2.2 Project

(1) Grassy Narrows will undertake the following project ("Project") with the funding and other supports from Canada set out in this Framework, summarized as follows:

- (a) in the short term, the detailed design and construction of a Mercury Care Home by Grassy Narrows based on the Feasibility Study including the Conceptual Design and the Functional Plan and section 5.1, with funding support from Canada under section 6.1;
- (b) in the short term, governance functions for initial health planning, research and engagement functions for the Project by Grassy Narrows, with funding support from Canada in accordance with section 6.2.

- (c) over a 30 year term:
- (i) the detailed design, management and provision of health programs and services to be delivered from the Mercury Care Home. This activity will be led by Grassy Narrows and undertaken in accordance with the Detailed Services Plan and section 5.2, with:
- funding support from Canada under section 6.3 for Federal Health Services components of the Detailed Services Plan;
 - the delivery by Canada of services in accordance with subsection (3) that it may agree to provide;
 - other supports from Canada set out in this Framework (including Canada's participation on working groups, project teams and meeting processes and any new authorities pursuant to section 5.3); and
 - the anticipated participation of the province of Ontario or its agencies such as the LHIN for the provision of any required provincial health programs and services under the Detailed Services Plan.
- (ii) undertaking or contracting for physical operations and maintenance functions for the Mercury Care Home by Grassy Narrows (including but not limited to facility upkeep; cleaning; maintenance; security, any necessary repairs and improvements, and the payment of all facility servicing and utility costs). This activity will be undertaken in accordance with the Facility O&M Plan and section 5.1(6), with funding support from Canada under section 6.3.

(2) Federal Health Services components of the Detailed Services Plan to be delivered from the Mercury Care Home by Grassy Narrows may be delivered in whole or in part by Grassy Narrows or any contractors or agents of Grassy Narrows.

(3) At the time of entry into this Framework, the parties have not determined how the services from the Mercury Care Home will be provided, and which services will be provided by Grassy Narrows' staff, federal staff and/or Ontario staff, in whole or in part. In the event that Canada provides any Federal Health Services through its staff, contractors or agents that are required by the Detailed Services Plan and that would otherwise be eligible expenses for the Health Operations Funding set out in section 6.3, Canada and Grassy Narrows will enter into a service and financial arrangement that describes the services to be provided and provides for reimbursement or offset of Canada's costs for providing such services from the funding set out in section 6.3. If Canada provides other services for which it obtains new authority under s. 5.3(2), the parties will address Canada's costs at that time.

(4) In the event that Ontario offers to provide or fund the provision of provincially insured health services or other supports for the Project, and where this is agreed to by Grassy Narrows, Grassy Narrows may make any needed changes to its Detailed Services Plan and the parties may amend this Framework if needed for this purpose.

(5) Throughout this Project, Grassy Narrows will lead and guide the actions and decisions required for the creation, operations and services to be delivered from the Mercury Care Home so that health care will be consistent with Grassy Narrows' culture and traditions and will strengthen and contribute to better health for its residents.

2.3 Goals

(1) It is the mutual intent of the parties that the care provided in the Mercury Care Home will meet the health and support needs of in and out-patients based on the Functional Plan and determined by the Detailed Services Plan, and that the Health Operations Funding in section 6.3 will be secure for a 30-year facility life-cycle, subject to section 6.4.

(2) "Secure" for the purposes of subsection (1) refers to the provision of funding set out in section 6.3 by means of up-front multi-year funding instruments or an up-front funded trust mechanism.

2.4 Intergovernmental Participation

(1) The parties will invite Ontario: (i) to join this Framework; or (ii) to enter into separate agreements with the parties that complement this Framework. This will be to secure the provision of any required provincial insured health services or for other provincial supports for health programs and services to be delivered from the Mercury Care Home. Where such agreements are made, the parties may adjust the terms of this Framework as necessary by a written amending agreement signed by both parties and Ontario as necessary to include Ontario or account for Ontario's role.

(2) It is acknowledged that full implementation of the Detailed Services Plan, including Federal Health Services components, may require supporting provincially insured services / OHIP funded services. In such cases, the parties will seek to engage the support of Ontario in this process or otherwise seek to engage needed medical professionals funded by OHIP to provide service coverage from the Mercury Care Home for such services. The parties will otherwise follow the process set out in section 2.4(3).

(3) In the event that Ontario elects to not participate in the provision or support of health services from the Mercury Care Home, or not to the extent anticipated, the parties will promptly meet to discuss possible processes that may be available to compensate for this absence if it may materially compromise services planned for under the Detailed Service Plan. In this case: (i), the parties will apply the reciprocal accountability principle under section 3.8(2) to such discussions; (ii) Canada may seek new authorities under section 5.3(2)(b); and (iii) the parties will apply the Fast Tracking principle to any agreed actions arising from their discussions. The goal of these discussions will be to attempt to achieve the mutual intent set out under 2.3(1) of meeting the health and support needs of in and out-patients at the Mercury Care Home.

(4) The parties' fulfillment of their obligations under this Framework will not be contingent on Ontario's participation under this Framework or the provision of OHIP funded services, except as set out in section 2.4(2) or in any other express provisions of this Framework.

3. PRINCIPLES

This Framework shall be implemented in accordance with the following principles:

3.1 Non-Derogation

(1) Unless explicitly stated and agreed to, nothing in this Framework will be construed to abrogate or derogate from:

- (a) any existing Aboriginal and Treaty Rights of Grassy Narrows and its members, as recognized and affirmed by section 35 of the *Constitution Act, 1982*;
- (b) any other legal rights of Grassy Narrows (except to the extent of any funding or services that have been provided to it under or as a result of this Framework); and
- (c) any legal rights of Her Majesty the Queen in right of Canada.

3.2 Respect for Indigenous Self-Determination

(1) Canada acknowledges and respects Grassy Narrows as an Indigenous governing body and its right of self-determination, including the inherent right to self-government.

3.3 Communication Protocols

(1) The parties may work together to develop a joint external communication protocol for this Framework and the Project that respects each party's communication policies.

(2) For the purposes of communications channels between the parties, Canada will respect Grassy Narrows' communication protocol, team of representatives, and internal decision-making process for this Framework and the Project.

3.4 Fast Tracking

(1) The implementation of this Project will be treated as a priority by both parties, recognizing the unique nature of the health needs in Grassy Narrows. This means that both parties will undertake their obligations herein promptly and accelerate tasks where possible to facilitate the timely implementation of this Framework.

(2) The parties agree that while needs are unique, the success of this large, and complex project will depend on thorough and detailed planning, careful execution, clear lines of communication and coordination with relevant stakeholders. The parties acknowledge the need at all times for accountability; demonstrating value for money, sound decision making, responsible governance and compliance with legal obligations.

(3) Indigenous Services Canada will also ask other parts of the federal government that may have functions to perform because of this Framework to act promptly. However, this provision will not apply to or bind the Cabinet of Canada or federal departments or agencies other than Indigenous Services Canada.

3.5 Addressing Administrative Burden

(1) It is the mutual intent of the parties to minimize administrative burdens associated with funding agreement conditions for this Project in a responsible way. To implement this principle:

(a) reporting frequency for the capital phase of the Project will not be in excess of twice per year; and

(b) Canada may adjust or defer any conditions in any federal funding agreement described in section 6 in order in order to reduce administrative burdens for Grassy Narrows if doing so will, in the opinion of both parties, accelerate Project implementation without compromising Project integrity, safety or accountability in accordance with section 3.4(2).

(2) In order to assist and support Grassy Narrows to build capacity to address necessary administrative tasks for this unique and important Project, Canada will provide governance funding under section 6.2 that may be used by Grassy Narrows to, among other things, establish and support needed administrative staff, systems and processes for this Project.

3.6 Cooperation and Collaboration

(1) One of the purposes of this Framework is to improve and strengthen operational, and technical cooperation between Grassy Narrows, Canada and Ontario (anticipated) in order to advance a seamless system of health care, including intended wellness, rehabilitation, and palliative services at the Mercury Care Home. Toward this end, and in the context of their roles and responsibilities under this Framework, the parties will place a special emphasis on addressing gaps in the continuum of services for those who are or may be living with mercury poisoning and associated health effects in view of the unique challenges presently faced by Grassy Narrows' community members in accessing these services.

3.7 Nature of this Framework and Respect for Existing Frameworks

(1) This is an agreement that involves planning for funding agreements to be entered into between the parties for the provision of certain health services. This is not a Framework that is intended to establish a transfer of federal responsibilities in respect of those services. Moreover, nothing in this Framework or the pending funding agreements referred to in section 6 is intended to constitute a transfer or devolution of: (i) federal powers or jurisdiction; or (ii) any federal obligations (legal or administrative) in relation to those services upon Grassy Narrows unless otherwise expressly set out in those agreements.

(2) Nothing under this Framework will be interpreted as superseding or over-riding any existing written agreements or written frameworks that currently exist between the parties, except with the written agreement of the parties.

(3) Nothing in this Framework, or the work related to it, will detract from other Federal Health Services support for Grassy Narrows including for the Health Clinic and other standard

health and wellbeing services, housing or other capital projects in Grassy Narrows by either party.

3.8 Party and Reciprocal Accountability

(1) **Party Accountability:** The parties acknowledge and support the principle of accountability for their actions and commitments as set out in this Framework. The parties further agree that appropriate accountability and evaluation mechanisms may be put in place to give effect to this principle.

(2) **Reciprocal Accountability:** The actions of the Parties under this Framework will also be based on reciprocal accountability, which means that: (i) the Parties will work in a cooperative manner in accordance with their respective roles and obligations herein to achieve the objectives of this Framework; and (ii) in the event that implementation challenges are identified which could compromise the effectiveness or sustainability of the Project, the Parties will meet in accordance with processes established herein, or otherwise as agreed, and will strive to develop responses, measures or strategies to meet the challenges identified, where possible.

4 GOVERNANCE

4.1 General

(1) Grassy Narrows will be responsible for implementing all elements of the Project that are funded by Canada and that it undertakes in accordance with this Framework in accordance with the principles set out in section 2.2(5).

(2) Canada will be responsible for the provision of: (i) funding in accordance with section 6; (ii) any direct services that the parties agree it should provide under section 2.2(3), and (iii) such policy, technical and advisory support to Grassy Narrows as is set out in this Framework (including the Leadership Table, Framework Agreement Implementation Group, Construction Project Team and the Mercury Care Working Group) and any other support that may be agreed by both parties.

(3) Governance principles for services and supports to be provided by Ontario may be established based on discussions with Ontario. If Ontario does not join this process or does not provide or fund services that the parties anticipate it will provide or fund under the Detailed Services Plan from the Mercury Care Home, the parties will follow the process set out in section 2.4(3).

4.2 Leadership Table

(1) The Minister and the Chief and Council will hold leadership meetings three times per year, up until completion of the construction of the Mercury Care Home. Leadership meetings may be conducted by telephone but the parties will strive to meet in person. These meetings will be used to facilitate ongoing high-level direction from both governments, address any important issues, and to ensure ultimate accountability for the undertakings set out in this Framework for each party. The Ontario Minister of Health and Long-Term Care will be invited to join this leadership team, but leadership meetings will not be contingent on Ontario's participation.

(2) The first leadership meeting will take place 6 weeks after the signing of the expected amendment to this Framework to insert a funding amount in section 6.3(1).

(3) The leadership table's work shall be subject to, and not compromise, Grassy Narrows' overall leadership for the Project set out in sections 2.2(5).

(4) Grassy Narrows' reasonable and necessary expenses for the formation of, and its participation on the leadership table; for hiring third parties to assist the leadership table's work and for any other matters set out in this section relating to the leadership table will be eligible expenses under the funding to be provided by Canada under section 6.1, 6.2 and/or 6.3. Canada and Ontario shall pay their own costs for participation on leadership table.

4.3 Framework Agreement Implementation Group

(1) Grassy Narrows and Canada will create a group to oversee implementation of this Framework, with such functions and procedures as both parties may agree. The representatives for this group will be chosen by each party. Ontario will be invited to join the group but the work of this group will not be contingent on Ontario's participation. Canada's representative will consist of at least the Assistant Deputy Minister - FNIHB, and such other individuals as Canada may determine. The Framework Agreement Implementation Group ("FAIG") will meet at least four times annually until one year following resident move-in, at which time the meetings shall continue at least twice annually for a further two years, unless otherwise agreed. After this time, the parties will re-examine meeting needs. Meetings may be conducted by telephone but the parties will strive to meet in person.

(2) The work of FAIG will be subject to, and not compromise, Grassy Narrows' overall leadership for the Project set out in sections 2.2(5).

(3) Grassy Narrows' reasonable and necessary expenses for the formation of, and its participation on the FAIG; for hiring third parties to assist the FAIG's work and for any other matters set out in this section relating to the FAIG will be eligible expenses under the funding to be provided by Canada under section 6.1, 6.2 and/or 6.3. Canada and Ontario shall pay their own costs for participation on the FAIG.

4.4 Project Teams

(1) As detailed in Section 5, two project teams will be created to assist in the implementation of this Framework – one for the physical construction and operation of the facility (Construction Project Team), the other for the services planning and implementation (Mercury Care Working Group). Canada will participate as an observer and non-voting advisor on both teams. Ontario will be invited to join the Mercury Care Working Group.

(2) The work of the project teams will be subject to, and not compromise, Grassy Narrows' overall leadership for the Project set out in sections 2.2(5).

5 PROJECT IMPLEMENTATION

5.1 Design and Construction Phase – PPM and Construction Project Team

(1) Grassy Narrows will hire a Professional Project Manager (PPM) for the duration of the facility design and construction portion of the Project using the terms of reference which have been accepted by both parties.

(2) A Construction Project Team (CPT) will be created by Grassy Narrows and will act under the direction of Grassy Narrows / ANA Chief and Council. The CPT will oversee and manage the detailed design and construction process of the Mercury Care Home to ensure that it is a high quality facility in accordance with the Feasibility Study and the terms of the federal funding agreement for design and construction to be entered into under section 6.1.

(3) Grassy Narrows' reasonable and necessary expenses for the formation of, and for its participation on, the CPT; for the hiring of the PPM and for the cost of hiring any third parties to assist the CPT's work and for any other matters in this section relating to the CPT will be eligible expenses under the funding to be provided by Canada under section 6.1 and/or 6.2. Canada and Ontario shall pay their own costs for participation on the CPT.

(4) The CPT will include the PPM and other parties to be appointed by Grassy Narrows. Grassy Narrows will also reserve two non-voting / advisory seats for Canada.

(5) The CPT will focus on supporting and making recommendations to ANA Chief and Council for the following items (not necessarily in the following sequence; the following items are intended to illustrate an overview of activities undertaken to support the development of a facility), as may be further detailed or changed by the parties based on written consensus and without the need to modify this Framework:

- a) the selection of a detailed design and construction model and procurement process in accordance with subsection (8);
- b) the selection of an architect / design team and general contractor / construction team for the Project based on an procurement process to be held by the CPT consistent with the terms of the federal funding agreement for the construction phase of this Project;
- c) approval of a final design and working drawings;
- d) the signing of contracts with the architect / design team and general contractor / construction team;
- e) overseeing the work of the PPM; the architect / design team and the general contractor / construction team;
- f) obtaining any required environmental assessments and ensuring that the design and construction phase is completed in accordance with all applicable building codes and laws and environmental requirements; and
- g) in addition to any reporting requirements under the federal funding agreement for the facility portion of the Project, reporting on progress of the design and construction project every three months to the FAIG.

(6) The CPT will, under the direction of Grassy Narrows, also oversee and establish a Facility O&M Plan supported by the PPM and subject matter experts for the ongoing physical operations, security and maintenance of the facility over 30 years. The Facility O&M Plan will include:

- a) a community-based staffing and training plan for delivery of the physical building operations, security and maintenance for the Mercury Care Home that will maximize community employment in these areas;
- b) estimated lifecycle costs for the ongoing physical operations, security and maintenance of the facility over 30 years; and
- c) a process to establish annual budgets, for operations and maintenance broken down to planned/anticipated activities.

(7) Grassy Narrows will choose and implement all procurement processes related to the Mercury Care Home. Grassy Narrows may choose any procurement process provided that value for money is demonstrated by establishing that the negotiated fees are fair and reasonable, with evidence-based price support provided if sole-sourcing.

(8) In order to be eligible for federal funding under section 6, the manner of selection and the hiring of the PPM, architect / design team, contractor / construction team; the content of their contracts, the detailed design and change orders must be consistent with the Feasibility Study and acceptable to Canada. Canada's acceptance will not be unreasonably withheld.

5.2 Health Services - Mercury Care Working Group - Detailed Services Plan

(1) A Mercury Care Working Group (MCWG) will be created by Grassy Narrows to act as an advisory body to support the preparation of a Detailed Services Plan for the health programs and services to be provided from the Mercury Care Home. Canada will sit on the MCWG in a support and advisory role and its representatives to the MCWG will include at least one person at the National Director level and the Regional Director of Nursing – FNIHB. The province of Ontario and the LHIN will be invited to sit on the MCWG but the work of this group will not be contingent on Ontario's participation. The terms of reference for this group will be established by the members of the MCWG.

(2) The Detailed Services Plan will address health needs, supports, and associated services to meet these needs to be provided at the Mercury Care Home and for any services and supports to be provided by Ontario, based on its advice. The plan will be drafted and authored by the Expert Panel described in 5.2(3) and must be: (i) consistent with this Framework and the Functional Plan; (ii) informed by any input from MCWG members; (iii) informed by the ANA Community Health Assessment and take into account the health and wellbeing needs of in-patients and out patients, as well as the services available elsewhere in the community; and (iv) adopted by Grassy Narrows.

(3) Grassy Narrows' reasonable and necessary expenses for the formation of, and its participation on the MCWG; for hiring third parties to assist the MCWG's work and for any other matters set out in this section relating to the MCWG will be eligible expenses under the funding to

be provided by Canada under section 6.2 and/or 6.3. Canada and Ontario shall pay their own costs for participation on MCWG.

(4) It is expected that the MCWG will focus on the following key objectives and any other or different matters as may proposed by Grassy Narrows and acceptable to the other members of the MCWG. This list may be further detailed or changed by the parties based on written consensus and without the need to modify this Framework:

- a) establishing an expert panel of health practitioners in the relevant fields with expertise in mercury and in the Grassy Narrows context ("Expert Panel"), to create a Detailed Services Plan. The Detailed Services Plan will be based on the existing Functional Plan in the Feasibility Study with anticipated inputs from the province of Ontario given that the provision of mercury treatment services are expected to include some insured health services and may require supports and expertise from the province;
- b) identifying which services may be provided by Grassy Narrows, Canada, and the province;
- c) using qualified professionals to assist Grassy Narrows to create a detailed service budget (including health services, food, day programs, administrative/finance, reception, and any other services not included in the Facility O&M Plan) for the 30-year lifecycle of the facility;
- d) using qualified professionals, including anticipated input and participation from Ontario to develop a Repatriation Plan for Grassy Narrows people currently in care elsewhere who will be moving to the Mercury Care Home;
- e) using qualified professionals to develop Medical and Care Policies and Procedures for the Mercury Care Home;
- f) developing a recruitment, hiring, and orientation plan for staffing the facility;
- g) using qualified professionals to develop and implement a health services training plan to maximize the number of trained Grassy Narrows people employed in service provision at the facility including but not limited to nurses, personal support workers, cooks, therapists, traditional healers, navigators, counselors, administration, reception;
- h) defining, costing, and acquiring any necessary insurance, including liability insurance;
- i) supporting Chief and Council in hiring a Mercury Care Home Director and Assistant Director as soon as possible to assist with the above tasks and in the operation of the Mercury Care Home; and
- j) Developing a schedule and process for the updating of the Detailed Services Plan.

(5) The Detailed Services Plan to be prepared by the Expert Panel and adopted by Grassy Narrows, and any updates or amendments thereof, must be consistent with the Functional Plan and acceptable to Canada for the purpose of federal funding to be offered in accordance with section 6. Canada's acceptance will not be unreasonably withheld.

5.3 Federal Authorities for possible Gaps

(1) In this section,

Provincial Health Services means those health programs or services that:

- (i) are insured services (covered by OHIP) within the meaning of the *Ontario Health Insurance Act* when rendered by way of the prescribed facilities, conditions and limitations referred to in that Act;
- (ii) without limiting (i), are services that are undertaken by a physician under the laws of Ontario; or
- (iii) are offered to be provided or funded by the Province of Ontario or the LHIN from within the Mercury Care Home.

(2) Given the unique nature of this Project, it is possible that Federal Health Services and any services or supports offered by Ontario or the LHIN may not collectively cover all of the services or supports required by the Detailed Services Plan to implement this Framework. In this case:

(a) Where a service or support required by the Detailed Services Plan is outside the scope of both: (i) Federal Health Services; and (ii) Provincial Health Services, and if the gap service or support may materially compromise services planned for under the Detailed Service Plan, the Minister will seek the requisite authorities from the Treasury Board of Canada or the Cabinet to make the service or support an eligible expense under the Health Operations Funding or to otherwise fund or provide the service or support.

(b) Where a service or support required by the Detailed Services Plan is: (i) outside the scope of Federal Health Services; and (ii) appears to be within the scope of Provincial Health Services but is not insured, paid or provided by Ontario or the LHIN for or at the Mercury Care Home for any reason, the Minister may seek the requisite authorities from the Treasury Board of Canada or the Cabinet to make the service or support an eligible expense under the Health Operations Funding or to otherwise fund or provide the service or support.

(3) In the event that new authorities are obtained by Canada under subsection (2), the parties will discuss any service and funding impacts and may amend this Framework or funding agreements accordingly.

6 FEDERAL FUNDING

All federal funding commitments under this Framework are contained in this section.

6.1 Capital Funding

(1) Canada will, subject to subsection (2) and section 6.4, provide \$19.5 million of capital funding to Grassy Narrows as a contribution toward Grassy Narrows' costs for the detailed design and construction of the Mercury Care Home consistent with the Feasibility study. This funding will be paid under a new funding agreement or under an amendment to an existing funding agreement to be negotiated by the parties.

(2) The agreement or amendment for capital funding will be based on Canada's standard capital funding terms and conditions for health facilities, with such modifications as may be agreed by both parties in order to align the capital funding terms with this Framework. Reporting frequency under this agreement for the design and construction of the Mercury Care Home will not be in excess of twice per year. Canada and Grassy Narrows will apply the Fast Tracking principle for the negotiation of this funding agreement.

(3) The capital funding will be provided for eligible expenses to be established in the funding agreement for design and construction of the Mercury Care Home. The agreement will also provide for the following payments: (i) an advance payment of \$2.5 million upon signing by both parties of a capital funding agreement or amendment; (ii) a second payment of \$2.5 million to be released 6 months after the first payment if by that time Grassy Narrows has completed initial facility milestones to be agreed by both parties; and (iii) further payments based on further project milestones to be agreed by both parties.

6.2 Governance Funding

(1) Subject to section 6.4, Canada will provide a maximum annual amount of \$200,000 to Grassy Narrows for a period of three years commencing April 1, 2020 as a contribution toward Grassy Narrows' costs related to community administration of this Framework and for related planning, research and engagement functions. This funding will be paid under a new funding agreement or under an amendment to an existing funding agreement to be negotiated by the parties. Canada will also review other proposals related to governance funding required for the implementation of this Framework.

(2) The agreement or amendment for governance funding will be based on Canada's standard funding terms and conditions for contribution funding for health planning, expert and engagement activities, with such modifications as may be agreed by both parties in order to align with this Framework. Canada and Grassy Narrows will apply the Fast Tracking principle for the negotiation of this funding agreement.

(3) The governance funding will be provided for eligible expenses to be established in the funding agreement that are related to the initial planning for, and implementation of, this Framework and incurred on or after April 1, 2020.

6.3 Health Operations Funding

(1) Canada will, subject to section 6.4, offer to provide long term funding to Grassy Narrows under this section ("Health Operations Funding") in an amount to be determined and to be used toward Grassy Narrows' costs related to:

- a) the Federal Health Services components of the pending Detailed Services Plan to be detailed in the funding agreement;
- b) the facility operations and maintenance costs, in accordance with the Facility O&M Plan.

(2) The Minister and the Chief of Grassy Narrows will meet within 14 days of the federal 2020 budget to amend this Framework to include a funding amount for subsection (1) to be agreed by them. The parties may also adjust any other affected provisions of this Framework.

(3) Health Operations Funding payable under this section will be paid under a separate funding agreement between Canada and Grassy Narrows to be negotiated by the parties. Canada will seek authority for this 30-year funding to be paid by way of an up front multi-year funding payment and/or a trust as contemplated in 6.4(3).

(4) Distribution of the Health Operations Funding will be subject to completion of the pending Detailed Services Plan and any further conditions in any funding authority Canada obtains for this funding in accordance with subsection 6.4(1).

(5) The parties intend that the Health Operations Funding will fund the following programs and services at the outset of this Framework. This inventory of programs and services will be further detailed and finalized in the health operations funding agreement to be negotiated by the parties and will be subject to Canada's then-existing health program and service authorities and any authorities obtained for this Project. This program and service inventory may also be subject to change from time to time where the parties agree under the health operations funding agreement, without the need to modify this Framework. Certain of these services may require the support of non-federally funded health services for service delivery (not limited to the instances noted below). If such support is not available, the parties will follow the process set out in section 2.4(2):

- primary care nursing (in patient and out patient services). Note that: (i) certain nursing functions; and (ii) in-patient services, may require physician supervision. At the time of entry into this framework, physician services are not funded or provided by Canada.
- personal support workers;
- dieticians and dietary program aides;
- speech language pathologist;
- recreational therapists;
- cooks and drivers for food security programs;
- mental health counselling programs under the NIHB program;
- respite caregivers;
- traditional healing;
- social workers/social work assistants; and
- physiotherapy aides. Note that physiotherapy aides require supervision by a registered physiotherapist which is a function that is not currently funded or provided by Canada.
- nurse navigators;
- certain rehabilitative care;
- certain palliative end of life care;
- coordination and case management for federally funded programs and services;
- health administration (i.e. clerk, patient management) for federally funded health programs and services;
- Director of Care and Assistant Director of Care positions;

- reception, accounting positions;
- training for federally funded program and service functions;
- physician ancillary costs (travel, lodging).

(6) In the event that the parties agree that new eligible expense provisions or new funding is required to support any new authority of Canada following discussions under subsection 5.3(3), the parties will, unless they agree otherwise, negotiate any required amendments for such purposes within the agreement for Health Operations Funding.

(7) The parties and Ontario, if it joins this process, may enter into an agreement to allocate direct service delivery responsibility as may be agreed between them for any the services set out in the Detailed Services Plan. Payment of the Health Operations Funding to Grassy Narrows may be subject to reimbursement or offset in this case under section 2.2(3) for services undertaken by Canada.

6.4 Federal Funding Agreements - Terms

(1) Each funding agreement and amendment to be offered or entered by Canada with Grassy Narrows pursuant to this Framework will provide funding based on Grassy Narrows' plans as accepted by Canada and 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 this Framework and federal Treasury Board policies and authorities for transfer payments (including the Treasury Board *Directive on Transfer Payments* and any specific authorities obtained by Canada for the Project). It is understood that the parties may negotiate variations from standard Treasury Board policies and authorities, subject to the approval of Treasury Board.

(2) Possible mechanisms for the long-term Health Operations Funding in section 6.3 include up-front multi year contribution funding, a conventional funding arrangement or a trust established by Canada. It is understood that: (i) the payment of up-front multi-year funding is subject to the approval of the Treasury Board of Canada; and (ii) the establishment of a trust by Canada would be subject to the approval of Cabinet.

(3) Without limiting subsection (1), if any funding is paid on an up-front multi year basis to Grassy Narrows but not in a trust established by Canada, the parties will include provisions relating to the safe investment of funds. Grassy Narrows may place any such funding in a trust created by it.

7. SCHEDULE FOR PROJECT ACTIVITIES

7.1 Critical Path Document

(1) To assist detailed planning for construction of the Mercury Care Home and the introduction of health services under the Detailed Health Plan, the parties will jointly prepare a critical path document to estimate and track expected timelines for key milestones of the Project.

(2) The critical path document shall be updated at least every 90 days and maintained as an evergreen document. The critical path document and its expected timelines are estimates and do not form part of this Framework or modify any rights or obligations of either party under this Framework.

(3) The parties expect that construction of the Mercury Care Home will take between 24-36 months to complete. In view of the mutual goal of prompt completion, the parties will apply the Fast Tracking principle to the negotiation process for the capital funding agreement described in section 6.1. Further, Canada will strive to ensure that: (i) it provides any Project acceptances or non-acceptances under section 5.1(8) promptly and articulates any expectations or standards early through the CPT and the MSWG in an attempt to minimize non-acceptances; (ii) any conditional acceptances or non-acceptances will be provided with full explanation if needed and engagement to resolve issues, and (iii) all funding to be provided under section 6.1 and 6.2 to support the design and construction process will, subject to the terms of the capital funding

agreement under s. 6.1, be provided upon or in advance of need, so that funding flows do not slow Grassy Narrows' ability to move the design and construction process forward.

(4) The parties will implement subsection (3) in a manner that does not compromise Project integrity, safety or accountability in accordance with section 3.4(2).

(5) The parties may add a clause to this section to deal with the negotiation of the Health Operations Funding under the Fast Tracking principle once they have agreed to a funding amount and mechanism.

8. GENERAL

8.1 Amendments

(1) This Framework may only be amended on the written consent of both parties.

8.2 Relationship of the Parties

(1) The parties shall implement this Framework in a spirit of cooperation and in good faith but each party shall act on its own behalf and not on behalf of the other party.

(2) Nothing in this Framework creates or is to be construed as creating a joint venture, legal partnership, service contract or principal and agent relationship between the parties, and neither party will represent itself to any third party as acting on behalf of the other party, as being a joint-venturer, legal partner, a service procurer, service contractor, principal, agent or delegate of the other party.

(3) Neither party shall be responsible or liable for the actions or inactions of the other party undertaken as a result of this Framework except to the extent it may have caused or contributed to such actions or inactions and is liable for any of the consequences according to applicable laws.

(4) Subject to the other provisions of this section, this Framework does not address liability for health services to third parties.

8.3 Applicable Law and Term

(1) This Framework will be interpreted and implemented in accordance with applicable laws.

(2) This Framework will continue for 30 years unless the parties agree otherwise. The parties may nonetheless enter into further frameworks or new agreements to address any health care needs of community members who are or may be addressing issues resulting from methylmercurating poisoning.

(3) For greater certainty, the expiry of this Framework will not result in the expiry or termination of any other then-existing agreements or frameworks between the parties, whether entered into pursuant to this Framework or otherwise, unless they so provide. Such other agreements and frameworks (if any) will operate according to their terms.

8.4 Dispute Resolution

(1) Grassy Narrows and Canada shall attempt to negotiate a timely resolution to any disputes arising between them regarding the interpretation or implementation of a provision of this Framework or the obligation of a party under this Framework. The parties will first raise disputes with the relevant Project Team and, if unresolved by the Project Team, may escalate disputes to the Framework Agreement Implementation Group and Leadership Table as necessary.

(2) Where they are unable to resolve disputes under subsection (1), Grassy Narrows and/or Canada may initiate mediation by a mutually agreeable person. In the event that the parties are unable to resolve the dispute through mediation, either party may request that the mediator issue a non-binding written decision on the issues in dispute following submissions from the

parties. Each party shall bear its own costs and bear equally the costs of any mediator appointed to assist the parties to try to resolve the dispute.

(3) Before a dispute is submitted to a court of competent jurisdiction, the Leadership Table shall be again notified of the dispute and given a final opportunity to consider a resolution thereof.

9. DEFINITIONS

ANA means Asubpeeschoseewagong Anishinabek or Grassy Narrows First Nation;

ANA Community Health Assessment means the adult report by Asubpeeschoseewagong Anishinabek dated May 2018, and the child report dated December 2018 that was funded by Canada and commissioned by the community to better understand the health and wellbeing of its community members and its determinants. Key findings of this report link fish consumption to mercury exposure in the community and to mercury poisoning and mercury related impacts on health and wellbeing.

Conceptual Design means conceptual design drawings included in the Feasibility Study.

Detailed Services Plan means the plan described in section 5.2

Facility O&M Plan means a plan to be prepared by Grassy Narrows that sets out the planned /anticipated physical operation, maintenance and repair activities and schedules for the Mercury Care Home over the life cycle of the facility as further described in section 5.1(6).

Feasibility Study includes the following documents, which collectively form the Feasibility Study Report authored by S. Burnett & Associates Ltd. that was funded by ISC and commissioned by the Grassy Narrows First Nation, and accepted by Canada as the basis for the Project:

- *Asubpeeschoseewagong Netum Anishinabek First Nation Mercury Survivors Home and Care Centre Feasibility Study Report*, S Burnett & Associates, November 19, 2018
- Large format conceptual design drawings (November 2018)
- *Asubpeeschoseewagong Netum Anishinabek First Nation Mercury Treatment Home and Wellness Centre*, Robert Berg et al, submitted to S Burnett & Associates, 2018.
- *Asubpeeschoseewagong Netum Anishinabek First Nation Mercury Survivors Home and Care Centre Feasibility Study – Annex*, S Burnett & Associates, March 13, 2019.

Federal Health Services means those health programs and services that Canada funds under section 6 and any services that that Canada agrees to deliver in accordance with section 2.2(3).

Framework means this Framework Agreement.

Framework Agreement Implementation Group or **FAIG** means the group described in section 4.3

Functional Plan means the *ANA FN Mercury Treatment Home and Wellness Centre* report developed by Berg, Bouchard and Ouellet as a component of the Feasibility Study.

LHIN means the North East Local Health Integration Network of the province of Ontario.

Minister means Minister of Indigenous Services.

Project has the meaning set out in section 2.2 of this Framework.


10. Execution

(1) This Framework is signed on behalf of both parties by their duly authorized representatives.


(2) This Framework may be signed in identical counterparts, each of which constitutes an


original, and such counterparts taken together will constitute one agreement. The signatures of the parties need not appear on the same counterpart, and executed counterparts may be delivered by facsimile or in electronically scanned form by electronic mail.

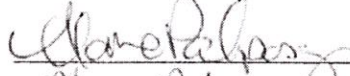
HER MAJESTY THE QUEEN IN RIGHT OF
CANADA as represented by the Minister
of Indigenous Services

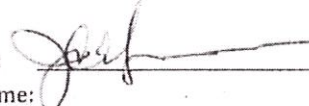
By: 
The Honourable Marc Miller
Date: 02/04/2020

ASUBPEESCHOSEEWAGONG
ANISHINABEK also known as Grassy
Narrows First Nation

By: 
Name: Cheryl Ruy Tunk
Date: 02/04/20

By: 
Name: Jason Kejick
Date: 02/04/20

By: 
Name: Alana Bilpessy
Date: 02/04/2020

By: 
Name: Jeff
Date: April 2 2020

By: _____
Name: _____
Date: _____