

LETTER OF UNDERSTANDING

Between

Nlaka'pamux Nation



As represented by the Nlaka'pamux Nation Bands

and

Interior Health Authority





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Nlaka'pamux Nation

As represented by the Nlaka'pamux Nation Bands

and

Interior Health Authority

(each a "Party" and collectively "the Parties")

1.0 PURPOSE

- 1.1 The Parties commit to working together through meaningful participation and collaboration, to increase the influence of the Nlaka'pamux communities in decisions related to Provincial health services that impact their members and other Aboriginal peoples residing within the Nlaka'pamux Territory.
- 1.2 The Parties seek to improve the health outcomes for Aboriginal people by achieving effective shared decision making that will reduce the barriers for Aboriginal people to access better health services.

2.0 PREAMBLE

- 2.1 The Parties agree to enter into a mutually beneficial relationship that will work toward, in a quantifiable and qualitative manner, shared responsibility and shared decision-making as it impacts the provision of health services to Aboriginal people.
- 2.2 The Parties agree that cultural and spiritual aspects should be respected, where possible, in all areas of health services.
- 2.3 The Parties agree to use a cooperative, collaborative approach to improving the health status of Aboriginal individuals, families and communities through the design, delivery and evaluation of health programs and services.
- 2.4 Interior Health Authority acknowledges the inherent rights of the Nlaka'pamux people. Further, Interior Health Authority recognizes that the established Nlaka'pamux Bands represent their



citizenry regardless of residency. Furthermore, Interior Health Authority supports the Nlaka'pamux pursuit of its rights to retain responsibility for the health, safety, survival, dignity and well-being of Nlaka'pamux children and families, consistent with the United Nations (UN) Convention on the Rights of the Child and the UN Declaration on the Rights of Indigenous people.

2.5 The Parties agree and understand that the Letter of Understanding pertains to the Interior Health Authority's roles and responsibilities according to the purpose and description under the Health Authorities Act, Section 5(1) and Section 5(2), which states that:

2.5.1 The purposes of a board (IHA) are as follows:

- (a) *To develop and implement a regional health plan that includes*
 - (i) *the health services provided in the region, or in a part of the region,*
 - (ii) *the type, size and location of facilities in the region,*
 - (iii) *the programs for the delivery of health services provided in the region,*
 - (iv) *the human resource requirements under the regional health plan, and*
 - (v) *the making of reports to the minister on the activities of the board in carrying out its purposes.*
- (b) *To develop policies, set priorities, prepare and submit budgets to the minister and allocate resources for the delivery of health services, in the region, under the regional health plan.*
- (c) *To administer and allocate grants made by the government for the provision of health services in the region.*
- (d) *To deliver regional services through its employees or to enter into agreements with the government or other public or private bodies for the delivery of those services by those bodies.*
- (e) *[Repealed 2002-61-4] therefore not applicable.*
- (f) *To develop and implement regional standards for the delivery of health services in the region.*
- (g) *To monitor, evaluate and comply with Provincial and regional standards and ensure delivery of specified services applicable to the region.*

2.5.2 *In Carrying out its purposes, a board must give due regard to the Provincial standards and specified services.*

3.0 PRINCIPLES

3.1 The Parties acknowledge and respect established and evolving jurisdictional and fiduciary relationships and responsibilities, and will seek to remove impediments to progress by establishing cooperative working relationships.

3.2 The Letter of Understanding is a living document that will transcend changes within the Parties and will represent an integrated approach to the enhancement of relationships and development of services.

3.3 The Parties acknowledge and respect the need for transparency and reciprocal accountability.



4.0 GEOGRAPHIC AREA

- 4.1 The activities referred to in the Letter of Understanding will be applicable within that portion of the Nlaka'pamux Territory which lies within the Interior Health Authority Service area (see attached IHA Map).

5.0 SERVICE PROVISION

The parties agree that:

- 5.1 Mutual respect, shared responsibility, shared decision-making, trust, openness, accountability and transparency will be the basis of the understanding and the foundation of the relationship established under this Letter of Understanding.
- 5.2 The planning for and the provision of health services will be inclusive of all Aboriginal people.
- 5.3 The Nlaka'pamux Nation may represent other organized groups of Aboriginal people, provided there are formal written agreements to that effect.
- 5.4 Every effort will be made to harmonize and integrate health programs and services including potential expansion to include social determinants of health.
- 5.5 Activities will be carried out with a view to maintaining principles of equitability, sustainability, efficiency and effectiveness without limiting innovation, improving access or quality and by building on existing best practices.
- 5.6 Appropriate qualitative and quantitative methods will be used to measure outcomes, including participatory action oriented and strengths-based approaches (e.g. client focused, holistic or "wrap-around").
- 5.7 Mutually agreed upon indicators of health will be followed as a baseline for measurement.
- 5.8 There will be a balance of qualitative and quantitative data collection tools used to measure changes in the health status of Aboriginal people.

6.0 IMPLEMENTATION

6.1 Coordination

- 6.1.1 The parties will establish a Joint Committee that will be tasked with the following actions, including but not limited to:
- a) Developing annual work plans.
 - b) Evaluating outcomes related to annual work plans.
 - c) Overseeing research projects involving Aboriginal people or communities.



- d) Reviewing all activities of the working groups to ensure that their work builds upon existing processes, explores and incorporates best practises and maximizes the value added to planning processes and service delivery.
- e) Reporting out to the respective Parties on activities of the Joint Committee.

6.2 Activities

6.2.1 To improve the health outcomes for Aboriginal people, the Parties will carry out specific actions including but not limited to the following:

- a) Improve on processes.
- b) Review of the existing standards.
- c) Develop service delivery systems to better reflect the needs of Aboriginal people.
- d) Develop a Planning Framework.
- e) Develop a consistent and harmonized planning process.
- f) Establish common indicators, targets, milestones, benchmarks.
- g) Engage in dialogue, identify linkages and establish networks with other Aboriginal and non-Aboriginal stakeholders.
- h) Identify those matters including policy issues that will address gaps and eliminate overlaps.
- i) Establish at the program level communications with the First Nations, First Nations Service providers and First Nations Health Authority.

6.2.2 The Parties will establish working groups to carry out the activities set out in paragraph 6.2.1

7.0 RESOURCE REQUIREMENTS

- 7.1 The parties acknowledge that Interior Health Authority is responsible for the provision of health services to all citizens residing in its service delivery area.
- 7.2 The parties will identify the human, financial and capital resources required to achieving the goals of the Letter of Understanding.
- 7.3 The Parties will work cooperatively to secure resources, both internally and externally.

8.0 COMMUNICATION AND INFORMATION SHARING

- 8.1 Communication between the Parties will be respectful, transparent, regular and reciprocal.
- 8.2 The Parties will work together to coordinate and determine the most effective and efficient means of data exchange, system integration and information-sharing, to the fullest extent possible.
- 8.3 The principles of Ownership, Control, Access and Possession (OCAP) will be consistently applied wherever applicable.

9.0 EVALUATION OF LETTER OF UNDERSTANDING



- 9.1 The Parties will review the Letter of Understanding annually or as otherwise agreed by all Parties.
- 9.2 The *Joint Committee* will determine and agree upon the process and procedures for the evaluation and implementation of recommendations.

10.0 OTHER AGREEMENTS

- 10.1 The Parties acknowledge and agree that this Letter of Understanding is between the Parties identified and should not be interpreted as having any influence, bearing or impact on other agreements including, but not limited to:
- 10.1.1 Enabling Agreements (i.e. contracts).
 - 10.1.2 Federal Health Transfer Agreement including the Tri-partite Agreement.
 - 10.1.3 Protocols or Agreements between Nlaka'pamux communities and other Aboriginal or non-Aboriginal entities.
- 10.2 The Parties agree and understand that this Letter of Understanding is not prejudicial to the implementation of any inherent right of self-government or any other agreements that may be negotiated with respect to self-government.

11.0 PROCESSES

- 11.1 This Letter of Understanding does not extend to the following processes:
- 11.1.1 Interior Health Authority Corporate planning.
 - 11.1.2 Nlaka'pamux Nation planning.
 - 11.1.3 Planning processes conducted by the Nlaka'pamux communities (for example, strategic plans and community plans).

12.0 TERM

- 12.1 **Duration:** The term of the Letter of Understanding will be in effect for five (5) years from the date of signing and will be reviewed by both parties annually.
- 12.2 **Extension:** The term of the Letter of Understanding may be extended by mutual consent of the Parties.
- 12.3 **Termination:** If mediation and/or resolution cannot be achieved, the Parties agree that either Party may terminate this agreement by providing sixty (60) days written notice, including the cause for termination.

13.0 AMENDMENT



13.1 The Letter of Understanding may be amended by the Parties at any time by mutual consent of all parties, in writing.

Signed by:

Nlaka'pamux Nation

Interior Health

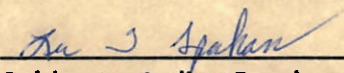


Ashcroft Indian Band

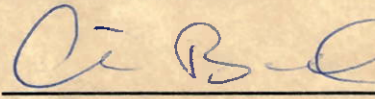


Nicomen Indian Band






Coldwater Indian Band




Nooaitch Indian Band

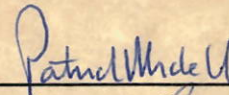
Susan Brown,
President and Chief
Executive Officer
Interior Health



Cooks Ferry Indian Band



Oregon Jack Creek



Kanaka Bar Indian Band



Shackan Indian Band



Lower Nicola Indian Band



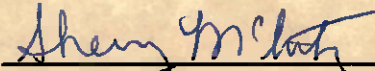
Siska Indian Band



Doug Cochrane,
Board Chair
Interior Health



Lytton First Nation



Skuppah Indian Band



Dated this 17th of JANUARY, 2019

For Nlaka`pamux Governments

1. Chief Lee Spahan, Coldwater Band
2. Chief Stuart Jackson, Lower Nicola Band
3. Chief Marcel Shackelly, Nooaitch Band
4. Chief Jordan Joe, Shackan Band
5. Chief Christine Minnabarriet, Cooks Ferry Band
6. Chief Bob Pasco, Oregon Jack Creek Band
7. Chief Greg Blain, Ashcroft Band
8. Chief Donna Aljam, Nicomen Band
9. Chief Janet Webster, Lytton Band
10. Chief Fred Sampson, Siska Band
11. Chief Patrick Michell, Kanaka Bar Band
12. Chief Doug McIntyre, Skuppah Band
13. Boston Bar Band *
14. Boothroyd *
15. Spuzzum Band *

*In Fraser Health Region at this time

For Interior Health Authority

Susan Brown, President and
Chief Executive Officer

Doug Cochrane, Board Chair,
Interior Health Authority

