



# *LETTER OF UNDERSTANDING*

Between

Ulkatcho First Nations

And

Interior Health Authority

(Each a “Party” and collectively “the Parties”)

## **1.0 PURPOSE**

- 1.1 The Ulkatcho First Nation and the Interior Health Authority are working together to increase the influence of the Ulkatcho First Nation in decisions related to health services that impact its members and other Aboriginal people residing within Ulkatcho Traditional Territory.
- 1.2 The Parties understand that the Ulkatcho First Nation is working towards full authority in all affairs related to its Nation members.
- 1.3 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.
- 1.4 Work towards equity of health services for Ulkatcho and surrounding community.

## **2.0 PREAMBLE**

- 2.1 The Parties agree to enter into a mutually beneficial relationship that will work towards, 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 to use a cooperative, collaborative approach through the design, delivery and evaluation of health programs and services for Aboriginal individuals, families and communities.
- 2.3 Interior Health acknowledges the inherent rights of the Ulkatcho First Nation for its citizenry, regardless of residency and supports the Ulkatcho First Nation's pursuit of its rights to retain responsibility for the health, safety, survival, dignity and well-being of Ulkatcho children and families consistent with the UN Convention on the Rights of the Child and the UN Declaration on the Rights of Indigenous people.
- 2.4 The Parties agree and understand that this Letter of Understanding, herein referred to as the 'LoU', 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:

*“(1) The purposes of a board 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) In Carrying out its purposes, a board must give due regard to the Provincial standards and specified services."*

### **3.0 GEOGRAPHIC AREA**

3.1 The activities referred to in this LOU will be delivered to the members of the Ulkatcho people within its traditional territory within British Columbia as shown in Appendix A.

### **4.0 SERVICE PROVISION**

4.1 The Parties agree that:

4.1.1 the planning for and the provision of health services will be inclusive of all Aboriginal and non-Aboriginal people,

4.1.2 the Ulkatcho First Nation may represent other organized groups of Aboriginal people provided that there are formal written agreements to that effect,

4.1.3 mutual respect, trust, openness, accountability and transparency will be the basis of the understanding and foundation of the relationship established under this LOU,

4.1.4 every effort will be made, where possible, to harmonize and integrate programs and services including potential expansion to include social determinants of health,

4.1.5 activities will be carried out with a view to sustainability, efficiency, and effectiveness without limiting innovation, equitable access or quality and by building on existing best practices,

4.1.6 a strengths-based approach will be used to measure outcomes,

4.1.7 mutually agreed upon indicators of health will be followed as a baseline for measurement, and

4.1.8 there will be a balance of qualitative and quantitative outcomes.





## 5.0 IMPLEMENTATION

### 5.1 Coordination

- 5.1.1 The Parties will establish a Joint Committee that will be tasked with the following actions, which may include, but are not limited to:
- a. development of annual work plans;
  - b. evaluate outcomes related to annual work plans;
  - c. overseeing research projects involving Aboriginal people or communities;
  - d. aligning an Interior Health, Ulkatcho and First Nations Health Authority Regional Health and Wellness Plan;
  - e. reporting out to the respective Parties on activities of the Joint Committee.
  - f. develop a consistent and harmonized planning process.

### 5.2 Activities

- 5.2.1 In light of creating equity and improving 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. establish common indicators, targets, milestones, benchmarks;
  - d. engage in dialogue, identify linkages and establish networks with other Aboriginal and non-Aboriginal stakeholders;
  - e. identify those matters including policy issues that will address gaps and eliminate overlaps; and
  - f. establish at the program level communications with the First Nations HA.

- 5.2.2 The Parties will establish working groups specific to activities set out in paragraph 5.2.1.

### 5.3 Resource Requirements

- 5.3.1 The Parties will identify the human, financial and capital resources required to achieve the goals of the LoU.
- 5.3.2 The Parties will work cooperatively to secure resources identified under paragraph 5.3.1, both internally and externally.





## 6.0 COMMUNICATION AND INFORMATION SHARING

- 6.1 Communication between the Parties will be open, continual and reciprocal.
- 6.2 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 while honoring Ownership, Control, Access and Possession (OCAP) principles.

## 7.0 EVALUATION OF LOU

- 7.1 The Parties will review the Letter of Understanding annually.

## 8.0 OTHER AGREEMENTS

- 8.1 The Parties acknowledge and agree that this Letter of Understanding is between the Parties identified and should not be interpreted to have any influence, bearing or impact on other agreements including, but not limited to:
  - 8.1.1 Enabling Agreements;
  - 8.1.2 Federal Health Transfer Agreement;
  - 8.1.3 Protocols or Agreements between Ulkatcho First Nation and other Aboriginal or non-Aboriginal entities; and
  - 8.1.4 Relationship to Treaty Process Stage IV.

## 9.0 PROCESSES

- 9.1 This Letter of Understanding does not extend to the following processes:
  - 9.1.1 Interior Health Authority corporate planning; and
  - 9.1.2 Ulkatcho First Nation community planning.
- 9.2 The Parties agree to use a consensus-building model.

## 10.0 TERM

- 10.1 Duration
  - 10.1.1 The term of the LoU will be in perpetuity with review every 3 years from the date of signing.
- 10.2 Termination
  - 10.2.1 The Parties agree that either Party may terminate this agreement by providing sixty (60) days written notice, including the cause for termination.



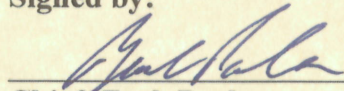


**11.0 AMENDMENT**

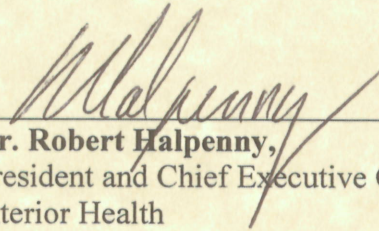
11.1 The LOU may be amended by the Parties at any time by mutual consent of both Parties in writing.

**Dated on the 2<sup>nd</sup> day of April, 2015**

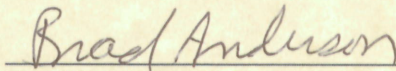
**Signed by:**



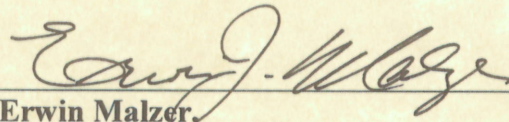
**Chief, Zach Parker**  
UKatcho Band



**Dr. Robert Halpenny,**  
President and Chief Executive Officer  
Interior Health



**Brad Anderson,**  
Witness  
Interior Health



**Erwin Malzer,**  
Board Chair  
Interior Health





APPENDIX A: Geographic Area

