



Letter of Understanding

Between

**Tsilhqot'in National Government and the six member
communities of:**

Xeni Gwet'in First Nations Government

Yunesit'in First Nations

Tl'esqox Indian Band

Tsi Deldel First Nations

?Esdilagh First Nations

Tl'etinqox-tin Government Office

And

Interior Health Authority (IH)

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

1.0 PURPOSE

- 1.1 The Parties wish to work together to develop a process that allows the Tsilhqot'in Nation to engage in planning of Aboriginal services and operations that impact the health services of its members.
- 1.2 The Parties seek to establish effective shared decision-making to reduce the barriers for Tsilhqot'in people and to allow for better access to culturally appropriate health services.
- 1.3 The Parties agree that health and wellness outcomes should be comparable to those outlined in the Tsilhqot'in Wellness Plan.

2.0 FOUNDATION

- 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 to use a cooperative, collaborative approach to improving the health status of the Tsilhqot'in Nation including Aboriginal individuals, families and communities through the design, delivery and evaluation of culturally appropriate health programs and services.
- 2.3 Interior Health Authority acknowledges the inherent rights of the Tsilhqot'in people. Further, Interior Health Authority recognizes that the Tsilhqot'in National Government and the six member communities represent their citizenry regardless of residency and supports the Tsilhqot'in pursuit of its rights to retain responsibility for the health, safety, survival, dignity and well-being of Tsilhqot'in children and families, consistent with the *UN Convention on the Rights of the Child and the UN Declaration on the Rights of Indigenous Peoples*.
- 2.4 The Parties agree and understand that this Letter of Understanding pertains to the Interior Health Authority's roles and responsibilities according to the purpose and description under *the Health Authorities Act* which states that:

"5(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.

5(2) In Carrying out its purposes, a board must give due regard to the Provincial standards and specified services."

3.0 PRINCIPLES

The development of this Letter of Understanding was based upon the following 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 effective working relationships.
- 3.2 The planning and coordination of Interior Health Authority services for the Tsilhqot'in Nation members will be more effective if there is increased participation of the Tsilhqot'in National Government and the six member communities.
- 3.3 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.
- 3.4 The Parties acknowledge and respect the need for transparency and reciprocal accountability.

4.0 GEOGRAPHIC AREA

The activities referred to in this Letter of Understanding will be carried out within the Tsilhqot'in Territory.

5.0 SERVICE PROVISION

The Parties Agree that:

- 5.1 The planning for and the provision of health services will be inclusive of all Aboriginal people and services will be culturally appropriate.
- 5.2 Mutual respect, trust, openness, accountability and transparency will be the basis of the understanding and foundation of the relationship established under this Letter of Understanding.

- 5.3 The Tsilhqot'in National Government may represent other organized groups of Aboriginal people provided that there are formal written agreements to that effect.
- 5.4 Every effort will be made between the parties where possible to create culturally appropriate services and to harmonize and integrate programs and services.
- 5.5 Activities will be carried out with the view of maintaining principles of sustainability, efficiency and effectiveness without limiting innovation, improved access or quality and by building on existing best practices.
- 5.6 Appropriate methods will be used to measure outcomes, including a strengths based approach (e.g. client focused, holistic or "wrap-around").
- 5.7 Mutually agreed upon indicators of health will be followed as a baseline for measurement and there will be a balance of qualitative and quantitative outcomes.

6.0 ACTIVITIES

- 6.1 To Improve the health outcomes for Aboriginal people, the Parties will carry out specific actions including, but not limited to, the following:
 - 6.1.1 Review of the existing standards.
 - 6.1.2 Development of service delivery systems to better reflect the cultural context of Aboriginal people. This may include localized training on cultural competency.
 - 6.1.3 Development of a consistent and harmonized planning process.
 - 6.1.4 Alignment of services with existing health plans to identify service overlaps and gaps.
 - 6.1.5 Establishment of standards, targets, outcomes and measurements as well as common indicators, milestones and benchmarks.
 - 6.1.6 Engagement in dialogue, identification of linkages and establishment of networks with other Aboriginal and non-Aboriginal stakeholders.
- 6.2 The Parties will establish a Joint Committee and working groups (with specific terms of reference and deliverables) to carry out the activities set out in paragraph 6.1.

7.0 IMPLEMENTATION

As per 6.2 above, the Parties will establish a "Joint Committee" comprising representatives from all Parties that will be tasked with responsibilities which may include, but are not limited to:

- 7.1 Development of a strategy for building relationships between the Parties including an engagement strategy, communication strategy and consultation process.
- 7.2 Reviewing the Parties Health Plans to ensure alignment with each other and with the Tripartite First Nations Health Plan.
- 7.3 Ensuring that the Nation is consulted prior to any changes to existing and future services to ensure access to equitable health care.
- 7.4 Development of protocols and strategies for ensuring that First Nations applicants are considered when hiring for position and retaining those positions.

- 7.5 Development, agreement and implementation for Data Sharing Agreement between Interior Health Staff and Community Health Staff.
- 7.6 Prioritization of services.
- 7.7 Development of Culturally Appropriate Practices within Interior Health Services.
- 7.8 Identification of barriers to access to culturally appropriate health services for Tsilhqot'in members as well as concerns relating to outcomes for Tsilhqot'in members, and mutual development of strategies and procedures to address these barriers and concerns.
- 7.9 Ensuring that culturally appropriate protocols are developed and followed for complaints.
- 7.10 Determine and agree upon the process and procedures for the evaluation of this Letter of Understanding and the implementation of subsequent recommendations.
- 7.11 Determine and agree upon the process and procedures for the implementation of subsequent recommendations.
- 7.12 The Joint Committee representatives will report through their respective organizations.

8.0 RESOURCE REQUIREMENTS

- 8.1 It is acknowledged that through the Ministry of Health, Interior Health Authority is responsible for the provision of health services to all citizens.
- 8.2 The Parties will identify the human, financial and capital resources and potential sources of funding required to achieve the goals of the Letter of Understanding including Tsilhqot'in participation in the Joint Committee.
- 8.3 The Parties will work cooperatively to secure resources, both internally and externally.

9.0 COMMUNICATION AND INFORMATION SHARING

- 9.1 Communication between the Parties will be transparent, regular and reciprocal. (as per 7.1).
- 9.2 The Parties will work together within the legislative framework, e.g. *Freedom of Information and Protection of Privacy Act* etc., to coordinate and determine the most effective and efficient means of data exchange, system integration and information sharing to the fullest extent possible.
- 9.3 The principles of the Ownership, Control, Access and Possession (OCAP) will be consistently applied wherever possible.

10.0 EVALUATION OF LETTER OF UNDERSTANDING

The Parties will review the Letter of Understanding annually or as otherwise agreed by all Parties. As per paragraph 7.10 above, the Joint Committee will determine and agree the process and procedures for the evaluation and implementation of subsequent recommendations.

11.0 OTHER AGREEMENTS

11.1 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:

11.1.1 Enabling Agreements (i.e. contracts).

11.1.2 Federal Health Transfer Agreement including the Tri-Partite Agreement.

11.1.3 Protocols or Agreements between the Tsilhqot'in National Government and other Aboriginal or non-Aboriginal entities.

11.2 The Parties agree that this Letter of Understanding is not prejudicial to the implementation of any inherent right to self-government or any agreements that may be negotiated with respect to self-government.

12.0 PROCESSES

12.1 This letter of Understanding does not extend to the following processes:

12.1.1 Interior Health Authority organizational/business planning.

12.1.2 Tsilhqot'in National Government organizational/business planning.

12.1.3 Planning processes conducted by the six member bands (for example strategic plans and community plans).

12.2 The Parties agree to use a consensus-building model.

13.0 TERM

13.1 Duration: The term of the Letter of Understanding will be four years from the date of signing.

13.2 Extension: The term of the Letter of Understanding may be extended by mutual consent of the parties.

13.3 Resolution of Issues: The Parties will work towards remedy of any issues pertaining to this Letter of Understanding through a mutually agreed upon process (such as mediation).

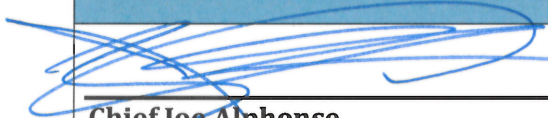
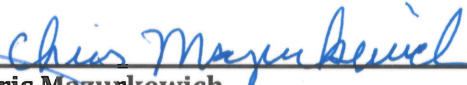



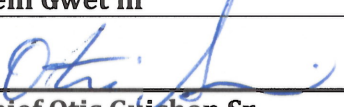
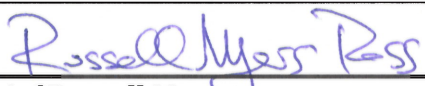

13.4 Termination: If mediation and/or resolution cannot be achieved, the Parties agree that either Party may terminate this agreement by providing sixty (60) days written notice including the cause of termination.

14.0 AMENDMENT

The Letter of Understanding may be amended by the Parties at any time by mutual consent of all Parties in Writing.

Dated on this 9th day of May, 2018

Signed by:

Tsilhqot'in National Government	Interior Health
 Chief Joe Alphonse T'petingox-t'in	 Chris Mazurkewich President and CEO, Interior Health
 Chief Victor Roy Stump ?Esdilagh	 Diane Jules Board Representative, Interior Health
 Chief Jimmy Lulua Xeni Gwet'in	
 Chief Otis Guichon Sr. Tsi Deldel	
 Chief Russell Myers Yunesit'in	
 Chief Frances Laceese Toosey	