

LETTER OF UNDERSTANDING

between

Ktunaxa Nation Council

and

Interior Health Authority

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

1.0 PURPOSE

- 1.1 The Ktunaxa Nation Council and the Interior Health Authority are working together to increase the influence of the Ktunaxa Nation Council in decisions related to health services that impact its members and other Aboriginal peoples residing within Ktunaxa Traditional Territory.
- 1.2 The Parties understand that the Ktunaxa Nation is working towards full authority in all affairs related to its citizenry.
- 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.

2.0 PREAMBLE

- 2.1 The Parties agree to enter into a mutually beneficial relationship that will work toward, in a quantifiable 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 Aboriginal individuals, families and communities 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 Ktunaxa Nation Council for its citizenry regardless of residency and supports the Ktunaxa Nation's pursuit of its rights to retain responsibility for the health, safety, survival, dignity and well-being of Ktunaxa 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 carried within that portion of the Ktunaxa 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 people,
 - 4.1.2 the Ktunaxa Nation Council 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. reviewing all activities of the working groups to ensure that their work builds upon existing processes, explores and incorporates best practices and maximizes the value added to planning processes and service delivery;

- e. drafting an Interior Health/Ktunaxa Health Plan;
- f. ensuring that the Interior Health/Ktunaxa Health Plan is coordinated with the Health Plans developed by the First Nations Health Council, Provincial and Federal governments and others; and
- g. reporting out to the respective Parties on activities of the Joint Committee.

5.2 Activities

- 5.2.1 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. develop Health Plans, including setting standards, targets, outcomes and measurements;
 - h. engage in dialogue, identify linkages and establish networks with other Aboriginal and non-Aboriginal stakeholders;
 - i. identify those matters including policy issues that will address gaps and eliminate overlaps; and
 - j. establish at the program level communications with the First Nations and Inuit Health branch of Health Canada.

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

5.3 Activities

- 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, regularized 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.

7.0 EVALUATION OF LOU

- 7.1 The Parties will review the Letter of Understanding annually.
- 7.2 Upon successful attainment of agreed upon outcomes or unless otherwise agreed by the Parties, the Parties will assess the potential for heightened forms of agreement leading to gradual increased authority for Ktunaxa Nation Council.

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 Ktunaxa Nation Council 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 Ktunaxa Nation Council National 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 this 31st day of August, 2015

Signed by:

**Debbie Whitehead,
Director, Social Investment Sector,
Ktunaxa Nation**

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

Witnessed by:

**Codie Morigeau,
Chair, Social Investment Sector,
Ktunaxa Nation**

**Erwin Malzer,
Board Chair
Interior Health**

APPENDIX A: Geographic Map

