













Letter of Understanding

Between the Partners:

Northern St'át'imc

and

Interior Health

(each a 'Party', collectively 'the Partners')

Date Signed: March 21, 2014 Ammended: November 18, 2019

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Definitions

St'át'imc: The St'át'imc Traditional Territory is 20,500 square kilometres and is home to 11 St'át'imc communities: Xwisten, Sekw'el'was, Tsal'alh, T'it'q'et, Xaxli'p, Ts'kw'aylaxw, Lil'wat, N'Quatqua, Samahquam, Skatin, and Xa'xtsa. The St'át'imc are the original inhabitants of the territory which extends north to Churn Creek and to South French Bar; northwest to the headwaters of Bridge River; north and east toward Hat Creek Valley; east to the Big Slide; south to the island on Harrison Lake and west of the Fraser River to the headwaters of Lillooet River, Ryan River and Black Tusk. The St'át'imc way of life is inseparably connected to the land. Our people use different locations throughout our territory of rivers, mountains and lakes, planning our trips with the best times to hunt and fish, harvest food and gather medicines. The lessons of living on the land are a large part of the inheritance passed on from St'át'imc elders to our children. As holders of one of the richest fisheries along the Fraser River, the St'át'imc defend and control a rich resource that feeds our people throughout the winter, and serves as a valued staple for trade with our neighboring nations.

Northern St'át'imc: the six communities are Tsal'alh (Seton Lake Indian Band) which is considered remote, and the rural communities of Xwisten (Bridge River), Ts'kw'aylaxw (Pavilion), Xaxli'p (Fountain), T'it'g'et (Lillooet), and Sekw'el'was (Cayoose Creek) (Appendix A).

Southern Stl'atl'imx - the five communities are Lil'wat, N'Quatqua, Samahquam, Skatin, and Xa'xtsa.

British Columbia Health Authorities: The province of BC is organized into 5 geographic regions for purposes of health-care service delivery. Interior Health and Vancouver Coastal are the provincial Authorities whose operating regions align within the territory of the St'át'imc. The Government of British Columbia created the Health Authorities through the Health Authorities Act, for the purpose of delivering health services and planning.

Interior Health - Interior Health (IH), is the party with whom the Northern St'át'imc primarily relate with respect to delivery of health services to their people. Interior Health is governed by a Board of Directors, and delivers its health services through the President and Chief Executive Officer and the staff of Interior Health, according to the Vision, Mission and Values for Interior Health, and within the broad directions of the Ministry of Health. Interior Health, pursuant to its Vision, Mission and Values has established a Strategic Plan which enunciates four Goals. Goal #1 is to Improve Health and Wellness. Under this goal, item 1.2 is, "Meet the needs of First Nations and Aboriginal communities by collaboration with them to plan and deliver culturally sensitive health care services." Interior Health, pursuant to the Goal Statement 1.2 noted above, has developed an Aboriginal Health and Wellness Strategy 2015-2019 which is based on 4 key strategies: 1.Advance Cultural Competency and Safety; 2. Ensure Meaningful Participation; 3. Improve Health Equity; 4. Improve Mental Wellness. Interior Health supports the concept that the First Nations that are party to this Accord may represent other organized groups of Aboriginal people, provided there are written formal agreements to that effect. HCIS West Operations Plan - The purpose of the HCIS IH West Planning

Sessions was to develop a HCIS IH West Operations plan across the system of care (tertiary to acute to community and primary care) involving key stakeholders, aligned with the organization's goals and objectives, and with a focus on the high performing teams for successful implementation of the plan. See (Appendix B)

First Nations Health – The First Nations Health (FNHA) is the first province-wide health of its kind in Canada. In 2013, the FNHA assumed the programs, services, and responsibilities formerly handled by Health Canada's First Nations Inuit Health Branch – Pacific Region. Our vision is to transform the health and well-being of BC's First Nations and Aboriginal people by dramatically changing healthcare for the better. The FNHA is responsible for planning, management, service delivery and funding of health programs, in partnership with First Nations communities in BC. Guided by the vision of embedding cultural safety and humility into health service delivery, the FNHA works to reform the way health care is delivered to BC First Nations through direct services, provincial partnership collaboration, and health systems innovation.

Vancouver Coastal Health - Vancouver Coastal Health (VCHA) is the party with whom the Southern Stl'atl'imx primarily relate with respect to delivery of health services to their people. The Southern Stl'atl'imx communities have not created a Letter of Understanding with VCHA to date.

1.0 Purpose

- 1.1. The Partners wish to define a collaboratively developed engagement process for the planning of Aboriginal services, programs and operations across St'át'imc Territory for delivery of health services and improvement of health outcomes for St'át'imc people.
- 1.2. The Partners seek to improve the health outcomes for St'át'imc people by achieving effective shared decision making that will reduce the barriers for St'át'imc people to access better health services.
- 1.3. The Partners commit to working together and make recommendations through health leadership, meaningful participation and collaboration, to increase the influence of the St'át'imc in decisions related to health services that impact their members and other Aboriginal peoples residing within the St'át'imc Territory.
- 1.4. The Partners agree that health outcomes held in common with all residents of British Columbia should be equal or exceeding for St'át'imc people and health outcomes beyond these—such as chronic disease, management, diabetes—and as defined by St'át'imc people, pursued with equal vigor and diligence.

2.0 Preamble

- 2.1 The First Nations of British Columbia, the Province of British Columbia and the Canadian Government, ratified the Tripartite Framework Agreement on First Nation Health Governance, which will empower B.C. First Nations to take-over the administration of Health Canada programs and services and identifies additional provincial resources, to be administered by a First Nations Health.
- 2.2 Under the First Nations Health, BC First Nations Governments will be fully involved in decision-making regarding the health of their people, and in defining how health services and programs are planned, designed, managed and delivered. They have agreed that First Nations should avoid the creation of separate and parallel First Nation and non-First Nation health systems, and develop a more integrated health and wellness system with stronger linkages to the provincial health-care system and the creation of new approaches to achieving the desired health and wellness outcomes of each Nation.—(See Appendix C)
- 2.3 Since the start of The First Nations of B.C. in October 2013 they are (now) modeling a provincial First Nations Health to implement the Tripartite Framework; defining its structure and functions, in relation to the structures and functions of their own local health governance authorities. They envision a provincially coordinated wellness system that:
 - 2.3.1 will result in improved quality, accessibility, delivery, effectiveness, efficiency, and cultural appropriateness of health care programs and services for First Nations;
 - 2.3.2 reflects the cultures and perspectives of BC First Nations and incorporates First Nations' models of wellness;
 - 2.3.3 embraces knowledge and facilitates discussions in respect of determinants of health in order to contribute to the design of First Nation health programs and services;
 - 2.3.4 provides First Nations in all regions of British Columbia with access to quality health services that are at a minimum, comparable to those available to other Canadians living in similar geographic locations.
- 2.4 First Nations on a Regional/Nation basis, are now forming structures and processes through which to carry out engagement, research, planning and development work required, to define the of the First Nations Health, and to shape the final form it will take:
 - The First Nations Health Council Interior Governance Entities Terms of Reference that was implemented in 2014 describe the roles and responsibilities of the partners that are working together to advance the formation of the First Nations Health. The Interior Region Nation Executive Table acts as an executive body to the Interior Region First Nations Community Health Caucus and carries out directions in between Caucus sessions. They also ensure that the First Nations Health Council is being accountable (implementing the work plan as approved), and responsive to regional issues. Executive Membership consists of 1 member from each of the following Nations: Däkelh Dene, Ktunaxa, Secwepemc, Syilx, St'át'imc (Northern), Tsilhqot'in,

Nlaka'pamux, selected in accordance with Nation-approved processes and appointed through resolution.

- The Partners of the Interior Partnership Accord which was implemented in 2012; the Interior Health and the 7 Nations in the Interior are committed to improving the health and wellness outcomes for First Nations people of the Interior Region. The purpose of the Interior Partnership Accord is to clarify the roles and relationships of each of the Partners as they work together to fulfill this commitment. The overall objectives are to establish a coordinated and integrated First Nations health and wellness system in the Interior that: a) will contribute to the achievement of Interior Nations' wellness goals, by continually improving quality, accessibility, delivery, effectiveness, efficiency, and cultural appropriateness of health care programs and services for First Nations in the Interior; b) reflects the cultures and perspectives of Interior First Nations, incorporates First Nations' models of wellness, builds First Nations health human resource capacity, and respects that the Nations have and will continue to work together; c) affords equitable recognition in strategies to address First Nations who have limited capacity, including small and isolated communities; d) embraces knowledge sharing and facilitates discussions in respect of addressing broader determinants of health; and e) is based on respecting and addressing the lands, history, health, safety, food security, dignity and well-being of all Interior First Nations people. One of the success indicators of the Interior Partnership Agreement is Letters of Understanding [will be] developed and implemented between Interior Health and each of the Seven (7) Interior Nations.
- Within the Partnership Accord, the Parties committed to forming a Health and Wellness Committee, comprised of Senior Management from Interior Health (appointed by the Vice President of Community Integrated Health Services in which the Aboriginal Health program falls under) and representatives from each of the seven First Nations of the Interior Region. A representative from the Métis Nation BC is also appointed to the committee.
- It is acknowledged that the implementation of the Partnership Accord is to be informed and guided by the individual Letters of Understanding (LOUs) signed between each of the seven Interior Nations and the Interior Health Authority. Metis Nation BC and Interior Health Authority have also signed an LOU. The purpose of the LOUs is to define a collaborative, inclusive Nation level process for engagement and planning of First Nations and Aboriginal people in service delivery design and monitoring within the Interior Region.
- The Aboriginal Wellness Committee will provide advice and recommendations to Interior Health Authority and the Partnership Accord Leadership Table on matters pertinent to the improvement of health and health services for Aboriginal people.

- 2.5 The Partners agree to enter into a mutually beneficial relationship that will work towards, in a shared responsibility and shared decision making as it impacts the provisions of health services to Aboriginal people within the St'át'imc Territory.
- 2.6 The Partners agree to use a cooperative, collaborative approach to improving the health status of St'át'imc individuals, families and communities through the design, delivery and evaluation of culturally safe health programs and services.
- 2.7 Interior Health acknowledges the Aboriginal rights (including but not limited to self-determination and freedom from discrimination) of the St'át'imc People. Further, Interior Health recognizes the St'át'imc regardless of residency and supports the St'át'imc pursuit of its rights to retain responsibility for the health, safety, survival, dignity and well-being of St'át'imc children and families, consistent with the UN Convention on the Rights of the Child and the UN Declaration on the Rights of Indigenous people. Truth and Reconciliation Commission (TRC) and United Nation Declaration on the Rights of Indigenous Peoples (UNDRIP) (See Appendix D)
- 2.8 This letter of understanding does not abrogate nor derogate from St'át'imc Aboriginal Rights as per Section 35(1) *Constitution Act. 1982*.
- 2.9 The Partners agree and understand that this Letter of Understanding pertains to the Interior Health'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 provisions 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

This Letter of Understanding is based upon the following principles:

- 3.1 The St'át'imc will be guided by the principles adopted from the 2010 Unity Declaration of the 7 Nations, and the St'át'imc Health Governance. (See Appendix E & F)
- 3.2 The Partners acknowledge and respect jurisdictional and fiduciary relationships and responsibilities, and will seek to remove jurisdictional impediments and improve progress in integration and flow of health services for St'át'imc People.
- 3.3 The planning, coordination and implementation of Interior Health services for Aboriginal people in St'át'imc Territory will be more effective as partners in the planning of services
- 3.4 This Letter of Understanding (LOU) is a living document that will respond to changes within the Partners and will represent a meaningful and timely approach to the enhancement of the relationship and development of services.
- 3.5 The Partners acknowledge and respect the need for transparency, reciprocal professional courtesy, and accountability to the communities affected by decisions made by The Partners.
- 3.6 Mutual respect, trust, openness, accountability and transparency will be the basis of the understanding, underlying foundation, and spirit of the document.

3.7 Being self-aware by respecting cultural values, beliefs, and behaviours with respect to St'át'imc people. 4.0 Geographic Area The activities referred to in this Letter of Understanding will be applicable within that portion of the St'át'imc Territory as shown in (Appendix G and the Interior Health Boundaries shown in Appendix H) 5.0 Service Provisions, Activities and Outcomes The Partners agree that: the Northern St'át'imc territory. and has high standards in quality of care.

- 5.1 Every effort will be made where possible to harmonize and integrate programs and services in
- 5.2 Commitments will be made by the Partners to pursue a model of wellness that is client/family/community-centred, health promotion/ disease prevention focused, builds on relationships, integrative service delivery, builds on St'át'imc strengths, integrates St'át'imc traditional values and concepts of healing, is holistic including the social determinants of health,
- 5.3 Activities will be carried out with a view to maintaining principles of sustainability, efficiency, and effectiveness without limiting innovation, improved access or quality and by building on existing best practices.
- 5.4 The St'át'imc may represent other organized groups of Aboriginal people, and organizations that represent off-reserve Aboriginal Peoples provided there are formal written agreements to that effect.
- 5.5 As capacity grows, planning and provision of health care may extend beyond St'át'imc people and to include other self-identified Aboriginal people, within the St'át'imc Territory.
- 5.6 Mutually agreed upon indicators of health and indicators of success will be used as a baseline for measurement, and there will be a balance of qualitative and quantitative outcomes.

6.0 Implementation

The Partners will establish a "LOU Committee" comprising representatives from all Partners, review and amend as necessary the Terms of Reference.

6.1 Development of a communication strategic plan for building relationships between the Partners, including creating communications, engagement and consultation protocols. This will include the roles of the appointed St'át'imc political and technical representatives to the Interior Region Partnership Accord Leadership Table.

- 6.2 Recognize the Partners' Health Plans are in alignment to each other,
- 6.3 Implement a process for establishing and reviewing the activities of specific working groups to ensure that their work links to the principles and concepts of this LOU. For Example: The formation of a working group or committee that works towards ensuring cultural safety which is of paramount importance to the effectiveness of and access to, health services provision.
- 6.4 The cultural safety of St'át'imc people will require ongoing education, dialogue and active participation and engagement between partners including the following outcomes:
- 6.5 In relation to 6.1 the Partners recognize the importance of establishing formal process relating to research ethics and data sharing.
- 6.6 The LOU Committee representatives will report through their respective organizations and where appropriate to affected Aboriginal people and communities.

7.0 Resource Requirements

- 7.1 It is acknowledged that through the Ministry of Health, Interior Health is responsible for the provision of health services to all people residing in its service delivery area.
- 7.2 The Partners will identify the human, financial and capital resources and potential sources of funding required achieving the goals of the Letter of Understanding.
- 7.3 The Partners will work cooperatively and seek opportunities to secure resources, both internally and externally.

8.0 Evaluation of Letter of Understanding

- 8.1 The Partners will review the Letter of Understanding annually.
- . 8.2 The LOU Committee, in collaboration with their respective organizations, will determine the process and procedures for the evaluation and implementation of subsequent recommendations.

9.0 Other Agreements

- 9.1 The Partners acknowledge and agree that this Letter of Understanding is between the Partners identified and should not be interpreted as having any influence, bearing or impact on other agreements including, but not limited to:
 - 9.1.1 Enabling Agreements (i.e. contracts)
 - 9.1.2 Federal Health Transfer Agreement including the Tri-Partite Agreement.
 - 9.1.3 Protocols or Agreements between the St'át'imc and other Aboriginal or non-Aboriginal entities.
 - 9.1.4 The Partners agree that this Letter of Understanding is not prejudicial to the implementation of any inherent right of self-government or any agreements that may be negotiated with respect to self-government.

10.0 Process

- 10.1 This Letter of Understanding does not supersede the following processes:
 - 10.1.1 Interior Health Corporate planning.
 - 10.1.2 St'át'imc Health planning.
 - 10.1.3 Community Health Plans conducted by the St'át'imc Communities.
- 10.2 The Partners agree to use a consensus building model.
- 10.3 Resolution of issues: the Partners will work towards remedy of any issues pertaining to this Letter of Understanding through a mutually agreed process as identified in the workplan.

11.0 Term

- 11.1 Duration: term of the Letter of Understanding will be four (4) years from the date of the signing.
- 11.2 Extension: The term of the Letter of Understanding may be extended by written mutual consent of the Partners.
- 11.3 Termination: If mediation and/or resolution cannot be achieved, the Partners agree that either Party may terminate this agreement by providing sixty (60) days written notice, including the cause for termination.

12.0 Amendment

The Letter of Understanding may be amended by the Partners at any time by written mutual consent of all Partners.

Dated this 18th of November 2019

Party Signatories:

St'át'imc Chiefs

1.	Chief Colleen Jacob	Xaxli'p
2.	Chief Courteney Adolph- Jones	T'it'q'et
3.	Chief Randy James	Tsal'alh

4.	Chief Michelle Edwards	Sekw'el'was

5.	Chief	Susan James	Xwisten

Interior Health

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1.	Susan Brown	President & CEO, IH	_

Appendix A: Northern St'át'imc Membership

The Northern St'át'imc Chiefs will be comprised of the current Chief or their designate from the following First Nations.

Chief Colleen Jacob Xaxli'p (Fountain)
Chief Susan James Xwisten (Bridge River)

Chief Randy James Tsal'alh (Seton Lake Indian Band)

Chief Michelle Edwards Sekw'el'was (Cayoose Creek Indian Band)

Chief Courteney Adolph-Jones T'it'q'et (Lillooet)
Chief Francis Alec Sr. Ts'kw'aylaxw (Pavilion)

The Northern St'át'imc Health Directors/ Leads will be comprised of the current Health Director and or the First Nation's designate from the following First Nations.

Franny Alec, Health Director Josephine Froste, Health Director Phyllis Peters, Health Director Andrea LeBourdais, Health & Social Development Director

Shawn Scotchman, Health & Social Services Manager Shannon McDonald, Director of Health & Social Development

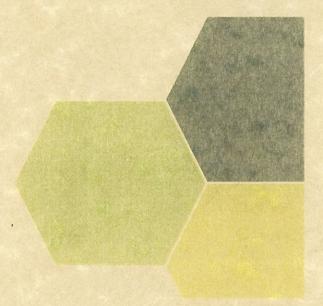
Xaxli'p (Fountain) Xwisten (Bridge River) Tsal'alh (Seton Lake Indian Band) Sekw'el'was (Cayoose Creek Indian Band) T'it'q'et (Lillooet) Ts'kw'aylaxw (Pavilion)

Appendix B HCIS Strategic Report

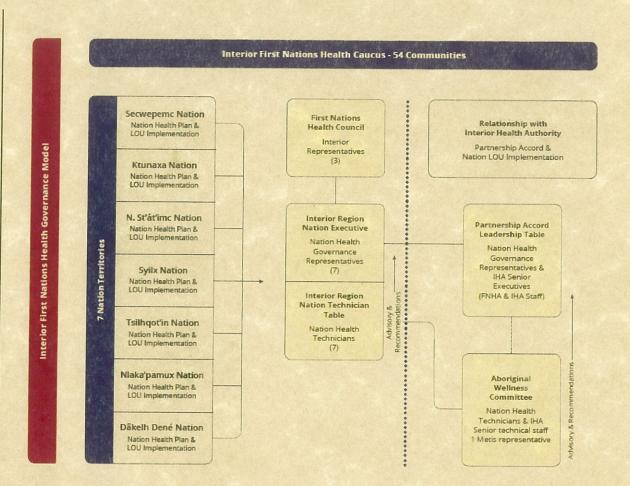


Hospitals and Communities Integrated Services Interior Health West

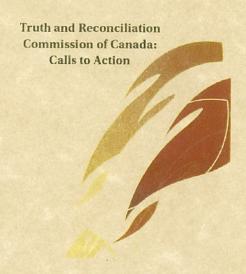
Planning Sessions Summary Report January 2018



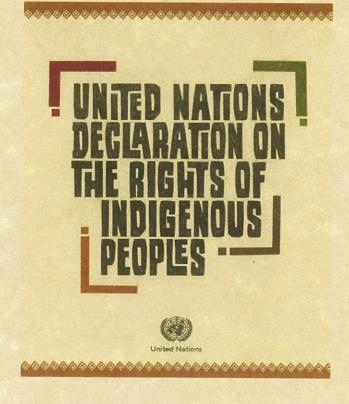














Appendix E: St'át'imc Health Governance Handbook



NORTHERN ST'ÁT' IMC HEALTH GOVERNANCE HANDBOOK

First presented to LTC Chiefs: July 4, 2014
Approved in principle by LTC Chiefs: January 30, 2015



INDIGENOUS NATIONS OF THE INTERIOR

Declaration of FEBRUARY 24, 2010

Whereas, Indigenous Nations of the Interior of British Columbia endorse the UN Declaration on the Rights of Indigenous People which affirms that Indigenous peoples have the right to the lands, territories and resources which they have traditionally owned, occupied or otherwise used or acquired; and that

 $In digenous peoples have the right to \, maintain and strengthen$ their distinct political, legal, economic, social and cultural institutions, while retaining their right to participate fully, if they so choose, in the political, economic, social and cultural life of the State and further that

Indigenous peoples have the right to self-determination. By virtue of that right they freely determine their political status and freely pursue their economic, social and cultural development; and ...in exercising their right to self-determination, have the right to autonomy or selfgovernment in matters relating to their internal and local affairs...; and

Wherear, the title and rights of First Nations of British Columbia have been intact since time immemorial and remain intact, despite numerous attempts by other governments to disregard or otherwise extinguish these

Whereas, historically, Indigenous Nations of the Interior acknowledged each others autonomy, collectively stating in a letter to Sir Wilfred Laurier in 1910 that ... they found the people of each tribe supreme in their own territory, and having tribal boundaries known and recognized by all and more recently reaffirmed this spirit and intent in the All Our Relations accord of 2007; and

Whereas, the Nations of the Interior of British Columbia:

Dikall Deri, Kleveau, Make parent, Spile, Secreptor
Stations and Teillastic of the Interior wish to reaffirm
and build upon these historic agreements, and

Whereas, the Nations of the Interior continue to recognize the sovereignty of each Nation and their inherent rights for their citizenry, which includes the right to plan for and respond to their specific social, cultural, economic and environmental realities with support and investment, not interference, from outside sources; and

Whereas, the Indigenous Nations of the Interior of British Columbia, as Indigenous Nations, each assert their authority to govern over both their lands (territorial jurisdiction) and their peoples (personal jurisdiction) and to relate Nation-to-Nation with the government of Canada and government-to-government with the government British Columbia; and Whereas, the Nations have stated their desire to establish and maintain a desired level of capacity in the areas of health research, health career development, health service delivery (including traditional practices), information management and governance (health planning, administration, policy/ program design and implementation and...), in order to achieve their individual and collective Nation visions.

THEREFORE, the Nations of the Interior hereby declare that we will respectfully work together, collaborating for the betterment of the health, safety, survival, dignity and wellbeing of all of our peoples; and further

THAT we will be guided by the following principles while working together

- Health and Wellness Outcomes and Indicators will be defined by each Natio
- Partnerships will be defined by each Nation
- Agreements will be negotiated and ratified by the Nations
- No Nation will be left behind, needs are addressed collectively
- The federal fiduciary obligation must be strengthened, not eroded
- Services will be provided to all of our people
- regardless of residency/status Adequate funding will be provided for our corporate structure(s)
- Socio-economic indices will be incorporated into planning and projections - plan for 7 generations Negotiations will be interest based - not position based (Nations define
- Community hubs will be linked to the health
- Documents will be kept simple and understandable The Interior Leadership caucus will meet regularly
- Liability will be minimized; the Nations will inherit no liability from other entities
- Celebration will be included in all activities
- The speed at which development occurs will be determined by the Nation
- The authority to govern rests with each Nation as does the responsibility for decision-making

Ko'usunto hickel

St'át'imc Territory

