

LETTER OF UNDERSTANDING

This Letter of Understanding (the “**LOU**”) is made this 11th day of September, 2023

Between

Metis Nation British Columbia with an address at #308-13401 108th Avenue,
Surrey, British Columbia, V3S 2V7.

And

Provincial Health Services Authority with an address at 200-1333 West Broadway,
Vancouver, British Columbia, V6H 4C1.

Background

A. Métis Nation British Columbia

The Métis are a distinct Aboriginal people as recognized in section 35(2) of the Constitution Act.¹ The mandate of the Métis Nation British Columbia (the “**MNBC**”) is to develop and enhance opportunities for Métis Chartered Communities throughout British Columbia by implementing culturally relevant social and economic programs and services.

The MNBC signed the Métis Nation Relationship Accord II with the Government of British Columbia in November 2016 (“Accord II”). Accord II identifies health (community, families and individuals) and data collection as two of its nine objectives. MNBC has also signed the Métis Community Governance Charter with the 39 Métis Chartered Communities of BC.

B. Provincial Health Services Authority

The Provincial Health Services Authority (“**PHSA**”) has a unique role in BC’s health system: to ensure that BC residents have access to a coordinated provincial network of high-quality specialized health care services. As mandated by the Province of BC, PHSA supports lasting and meaningful reconciliation and creating opportunities to implement the Calls to Action of the Truth and Reconciliation Commission. In the context of the Declaration on the Rights of Indigenous Peoples Act (DRIPA) and the Calls to Action of the Truth and Reconciliation Commission, PHSA is to establish and maintain an effective working relationship with the Métis Nation BC and others in order to ensure a high quality, culturally safe, racism-free, integrated and well coordinated system of care for Indigenous Peoples in BC.

PHSA’s Board of Directors has committed to implementing the the recommendations of the In Plain Sight: Addressing Indigenous-specific Racism and Discrimination in BC Health Care report across health services at PHSA. An essential aspect of the Board’s commitment, and within DRIPA, is that

¹ *The Constitution Act, 1982*, being Schedule B to the Canada Act 1982 (UK), 192, c11.

Indigenous Peoples are meaningfully involved in decision-making regarding the services and programs that affect them.

In recognition of PHSA's commitment to implement DRIPA, and the shared goals of MNBC and PHSA, both MNBC and PHSA will enter into this LOU in order to support the engagement of MNBC in decisions related to PHSA health services that impact Métis individuals, families and communities in British Columbia.

With this overall purpose in mind, and in consideration of the terms outlined in this LOU, MNBC and PHSA agree as follows:

C. Definitions

In this LOU:

"Métis" means an Aboriginal person, as defined in Section 35(2) of the *Constitution Act*, who identifies as Métis, is of historic Métis National Ancestry, is distinct from Aboriginal Peoples, and is accepted by the Métis Nation.

"Métis Community" means a group or body of Métis persons living in the same place, gathered closely together in forming a recognizable unity, having common characteristics and a community of interest based on Métis language, culture, history and traditions.

D. Purpose

The purpose of this LOU is for MNBC and PHSA to recognize and acknowledge that they:

1. have common goals of:
 - (a) providing equitable access to health services (as defined by the British Columbia health quality matrix) and,
 - (b) improved health and wellness outcomes for Métis people within PHSA's health services in British Columbia;
2. agree that the MNBC Regional Governance Councils in the province of British Columbia have the responsibility as elected officials of the MNBC, to advise and influence the delivery of Métis health services provided within British Columbia, for their respective communities; and
3. agree to ensure that the planning and delivery of health services to Métis individuals, families and communities within British Columbia are culturally appropriate and safe.

E. Principles

This LOU is based upon the following principles:

1. Collaboration and engagement
2. Mutual respect and cultural recognition

3. Transparency
4. Reciprocal Accountability
5. Integrity
6. Culturally Safe and Appropriate Care

F. Understanding

Based on the statements above, MNBC and PHSA have reached the following understanding:

1. This LOU constitutes a framework in which MNBC and PHSA will work together to increase the engagement of MNBC in decisions related to health services that impact Métis individuals, families and communities within the province of British Columbia. This framework encompasses new approaches to how Métis health services may be initiated, and how Métis communities are meaningfully engaged in planning with PHSA;
2. The parties will seek to improve the health outcomes for Métis individuals, families and communities by engaging in shared decision-making that will:
 - (a) reduce the perceived barriers and,
 - (b) increase access to health services;
3. MNBC and PHSA will use a cooperative, collaborative approach to improving the health status of Métis individuals, families and communities through the design, delivery and evaluation of health services;
4. MNBC and PHSA will collaborate to identify the human, financial and capital resources (both internal and external) required to achieve the purpose of this Letter of Understanding;
5. MNBC and PHSA will recognize one another in literature, reports, presentations and documents related to the collaborative work from this LOU and include their respective logos in accordance with their respective policies; and
6. Communication between the MNBC and PHSA will be transparent, consistent, reciprocal and timely. MNBC and PHSA will work together to coordinate and determine the most meaningful and efficient way to facilitate knowledge sharing.

G. Reciprocal Confidentiality

PHSA respects the values and cultures of Indigenous Peoples and affirms the rights of Indigenous Peoples to self-determination and meaningful decision-making. PHSA recognizes the overarching organizational and governance structures of MNBC. From time to time, confidential information may be provided to/by the partners for purposes necessary to serve its overarching purpose in providing culturally safe and relevant care to Indigenous Peoples. All partners will handle confidential information, regardless of source, with integrity and discretion. When confidential information is communicated among the partners, the partners should be clearly informed that the information is confidential and provide direction about the limitations on further dissemination and use of the information. Confidentiality is the responsibility and obligation of all partners. Should the

partners reach consensus on releasing previously confidential information the partners will establish a joint communication plan. *If conflict arises in this area, refer to the conflict resolution portion of the Letter of Understanding.

H. Evaluation of the LOU

MNBC and PHSA will use a cooperative, collaborative approach to evaluate this Letter of Understanding. MNBC and PHSA will review the effectiveness of this LOU and undertake an evaluation prior to any renewal.

I. Dispute Resolution

The focus of the dispute resolution process is to ensure the safety and wellbeing of Métis individuals, families and communities living in British Columbia. As such, the organizations agree to abide by the following process:

1. In the event of a dispute between Métis Nation British Columbia and the Provincial Health Services Authority with respect to the interpretation, application or implementation of this Letter of Understanding, the issue will be passed to the respective signatories within the Parties for resolution.
2. If requested and agreed to by MNBC and PHSA, a culturally-informed mediation processes may be utilized including a Sharing Circle or an Elder as a mediator, with final decision making authority remaining with the signatories of this LOU.

J. Term, Renewal and Termination

The term of this LOU will be four (4) years from the date it is signed by both Parties (the “**Effective Date**”). This LOU will be evaluated and reviewed for effectiveness by both Parties after the first year. The Parties commit to reviewing the LOU annually to monitor progress and strengthen their commitment.

Either Party may terminate this LOU at any time by providing sixty (60) calendar days written notice to the other Party .

If a Party contravenes a term of this LOU, and is notified in writing by the other Party of the contravention and is given a period of time to rectify the matter (the “**Notification Period**”) but fails to rectify the matter within the Notification Period, then the Party that is not in contravention of the LOU may terminate this LOU immediately following the Notification Period.

MNBC and PHSA agree to continue any collaboration and commitment to this LOU while MNBC and PHSA undergo a renewal process of this LOU upon expiry unless the one of the parties have issued written notice to terminate within the required period

K. Governance

This LOU is governed by all laws applicable in the Province of British Columbia. MNBC acknowledges that PHSA is a public sector body subject to, among other things, the funding and reporting

requirements of the Ministry of Health, public procurement requirements and it's provincial mandate as determined by the British Columbia Minister of Health.

The President and CEO of PHSA, the Vice President Indigenous Health and Cultural Safety PHSA, the Minister of Health MNBC and senior staff of MNBC will meet periodically to assess progress, address issues and confirm priority areas of focus resulting from this Letter of Understanding.

The Vice President Indigenous Health and Cultural Safety PHSA and the MNBC Minister of Health will be responsible for the strategic implementation of this Letter of Understanding. Together they will support the creation of an annual work plan outlining the deliverables under this Letter of Understanding. The work plan will be reviewed annually.

L. Nature of the Letter of Understanding (LOU)

This LOU is not contractual in nature and neither this LOU nor any discussion of this LOU shall bind PHSA or MNBC or create any legal or other obligations relating to the matters herein contemplated. No binding agreement shall exist between the parties with respect to any subject matter covered by this LOU unless and until the parties have properly and duly executed definitive agreements, which may arise from or in furtherance of this LOU.

IN WITNESS WHEREOF the Parties have executed this LOU as indicated below:

Métis Nation British Columbia	Provincial Health Services Authority
By its authorized signatories: Name: Lissa Smith Title: President Date:  Name: Louis De Jaegar Title: Minister of Health Date: 	By its authorized signatories:  Name: Tim Manning Title: Board Chair Date:  Name: David Byres Title: President and Chief Executive Officer Date:

