

Memorandum of Understanding

Working Toward a Healthier Population

The Métis Nation – Saskatchewan

And

Saskatchewan Health Authority

February 2, 2024

BETWEEN Saskatchewan Health Authority ("SHA") and Métis Nation – Saskatchewan ("MN-S").

WHEREAS the SHA is mandated under *The Provincial Health Authority Act* to promote health and wellness, and to deliver certain health services to the residents of Saskatchewan;

WHEREAS the mission of the SHA is to work together to improve health and well-being. Every day. For Everyone; and SHA's vision is "Healthy People, Healthy Saskatchewan";

WHEREAS the SHA is committed to continuing to find constructive ways of implementing the Calls to Action outlined by the Truth and Reconciliation Commission of Canada, June 2015 that are relevant to health and health care (#18-24), and this is outlined in the SHA's Truth and Reconciliation Commitment;

WHEREAS the history of Canada has been greatly influenced by the Métis people who emerged in the west central North America with their own language (Michif), culture, traditions, and self-government structures;

WHEREAS Métis people have played an important role in the history of Canada, guiding the early explorers and working for fur traders;

WHEREAS Métis people refer to themselves as Métis or Michif, and are referred to by others as the Métis Nation;

WHEREAS the MN-S represents the province of Saskatchewan's Métis citizens;

WHEREAS the parties recognize the need for enhanced communication to build a more cooperative and collaborative relationship to ensure effective and culturally responsive mechanisms for the delivery of health-related services to and for Métis people;

WHEREAS the parties respect the existing Aboriginal rights of the Aboriginal peoples of Canada that are recognized and affirmed by section 35 of the Constitution Act, 1982;

WHEREAS the parties recognize the importance of traditional healing within the Métis population of Saskatchewan and support efforts to collaboratively deliver traditional healing services where Métis people seek out their health services; and

WHEREAS the parties signed a Memorandum of Understanding dated July 12, 2018, and wish to renew their commitment to their relationship by entering into this Memorandum of Understanding, which will supersede the Memorandum of Understanding dated July 12, 2018.

NOW THEREFORE SHA and MN-S enter this Memorandum of Understanding ("MOU"):

I. Purpose

The parties have a common goal to improve the health status of Métis people. Addressing the health gaps of populations requires:

- (a) innovative and responsive programs and services which improve the health status and health outcomes of Métis people and communities; and
- (b) a focus on service priorities.

Through this MOU, the parties set out their intention to achieve their common goal by developing effective and respectful working relationships, following the principles set out below and working to remove impediments which may affect achieving their goals.

II. Principles

- 1. The parties will work collaboratively in a manner that respects traditional medicine and spiritual healing practices, as well as current Western medicine treatment techniques for improving the health of the people they mutually serve.
- 2. The parties agree to identify and establish priorities as jointly contemplated and mutually agreed upon.
- 3. The parties will promote and support innovation and technology in the delivery of health services.
- 4. The parties will operate in a collaborative and cooperative fashion in areas of mutual concern.
- 5. The parties recognize the importance of tracking the broad determinants of health and support efforts to improve them.
- 6. The parties acknowledge the interests of both parties in the areas of access to information and research, reporting, evaluation and accountability while acknowledging that the SHA has overriding statutory obligations regarding personal health information pursuant to *The Health Information Protection Act*, and personal information pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act*.
- 7. The parties have a common goal in supporting and ensuring Métis people have an opportunity to train for health-related careers and obtain gainful employment within the SHA.

8. The parties have a common goal in ensuring all people receiving health services from the SHA, including Métis people, receive care that is respectful, culturally safe, and free from discrimination, violence or racism.

III. General

- 1. **Term/termination.** This MOU is effective as of the date it is fully executed and will remain in effect for three (3) years unless otherwise terminated or superseded by a new MOU. Either party may terminate this MOU by providing the other party with at least ninety (90) days written notice.
- 2. **Annual Review.** The parties agree to meet annually to review this MOU.
- 3. **No Partnership.** Nothing contained in this MOU creates a partnership, joint venture, employer/employee, principal-and-agent, or any similar relationship between the parties. Nothing contained in this MOU authorizes either party to bind the other party to any contract, agreement or understanding.
- 4. **Amendment**. This MOU may be extended or amended by mutual agreement of the parties in writing.
- 5. **Publicity.** All public notices to third parties and/or all other publicity concerning this MOU shall be jointly planned and coordinated by the parties and neither party shall act unilaterally in this regard without the prior approval of the other party (such approval not to be unreasonably withheld, conditioned or delayed).
- 6. MOU Supersedes July 12, 2018 MOU, Other Existing Agreements Prevail. The MOU between the parties dated July 12, 2018 is superseded by this MOU. It is not the intention of the parties for this MOU to conflict with or detract from any other existing agreement(s) between the parties, or any agreements between either of the parties and their funders, or between either of the parties and any level of government. If there is any conflict between this MOU and:
 - (a) any existing agreement between the parties;
 - (b) any existing agreement between either of the parties and any of their funders;
 - (c) any existing agreement between either of the parties and any level of government;
 - (d) any legislation or regulation, whether federal, provincial or municipal; or
 - (e) any government directive or order;

the existing agreement, legislation, regulation or government directive or order prevails.

- 7. **Non-binding.** This MOU does not create any binding legal obligations. This MOU will not be utilized in the interpretation of any other agreement.
- 8. **No Financial Obligations.** This MOU imposes no financial responsibilities on the parties. Each party will be responsible for any costs it incurs through its participation in this MOU. Nothing in this MOU shall obligate any party to expend resources or enter into any contract, agreement or other obligation except as it may subsequently agree.
- 9. **Notices.** Any notice or other communication required by this MOU shall be made in writing and sent to the other party as set out below:

Saskatchewan Health Authority

Attention: Executive Director, First Nations and Métis Health

Room M1600 Royal University Hospital 103 Hospital Drive Saskatoon, SK S7N 0W8 thona.longneck@saskhealthauthority.ca

with a copy to:
Saskatoon City Hospital, Admin Level 1
701 Queen Street
Saskatoon, SK S7K 0M7
Attention: Director, Contract Support Services
contractsupportservices@saskhealthauthority.ca

Métis Nation of Saskatchewan

Attention: Chief Operating Officer 310, 20th Street East Saskatoon, SK S7K0A7 mvermette@mns.work

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10.	Governing Law. This MOU was drafted against the background of Saskatchewan law
	and the laws of Canada applicable therein and is to be interpreted in accordance with
	such laws.

EXECUTED at Saskatchewan this 2nd day of February, 2024

Saskatchewan Health Authority

Per:

Andrew Will, Chief Operating

Officer

Sackatoon EXECUTED at ______, Saskatchewan this 2nd day of February, 2024

Métis Nation of Saskatchewan

Per:

Matt Vermette, Chief Operating Officer