

MEMORANDUM OF UNDERSTANDING

between

The First Nations Health Society (hereinafter referred to as "FNHS")

and

The British Columbia Aboriginal Network on Disabilities Society (hereinafter referred to as "BCANDS")

(collectively referred to as the "**Parties**")

PREAMBLE

1. WHEREAS, the FNHS, the operational arm of the First Nations Health Council (FNHC), was established to support the implementation of the FNHC mandate, which is to:
 - a) Serve as the advocacy voice of First Nations on health related matters;
 - b) Support all First Nations in achieving their health priorities, objectives and initiatives;
 - c) Participate in all Federal and Provincial government health policy and program planning processes; and
 - d) Support BC First Nations to implement the Tripartite First Nations Health Plan, which entails the implementation of twenty nine health actions and the establishment of a new structure to govern First Nations health in British Columbia;
2. AND WHEREAS, the BCANDS was established to:
 - a) Promote the betterment of Aboriginal people with disabilities.
3. AND WHEREAS, this Memorandum of Understanding (MOU) does not alter or affect the mandate of either organization, but provides a means of improving access to services, opportunities and support for First Nations people living with disabilities;
4. AND WHEREAS, the parties agree that it is our mutual desire to work together to support First Nations with disabilities in accessing quality and culturally appropriate health services that benefit and improve the quality of life for First Nations people living with a disability;
5. AND WHEREAS, for the purposes of this MOU, "disability" is defined as a physical or mental impairment that substantially limits one or more major life activities of that individual.

THEREFORE, THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:

6. The parties agree that this relationship is based on mutual trust and mutual respect and is a guide for the parties to:

- a) Respect each other's mandate, authority, capacity and expertise;
- b) Exchange and share information and expertise on BC First Nations children and youth;
- c) Share information on opportunities for strategic alliances, and opportunities for skills transfer;
- d) Designate a member of each organization as a contact and liaison;
- e) Develop a supportive and collaborative relationship on issues of mutual concern;
- f) Establish a mechanism that will monitor and develop strategies to advance the spirit and intent of this MOU; and,
- g) Undertake such other activities as are mutually agreed between the two parties in support of and to the benefit of the organizations and their membership.

6. The parties will work through collaborative discussion towards:

- a) Identifying service and program barriers for First Nations people living with disabilities and promoting ways to eliminate those barriers;
- b) Development of an Aboriginal Disability Action Plan discussion paper, which would outline the barriers and challenges facing First Nations people living with disabilities; and,
- c) Development of a yearly work plan and budget. In the initial year, the work plan will focus on the development of the fiscal phase of the Aboriginal Disability Action Plan, building on the Aboriginal Disability Action Plan discussion paper that would address improving access to health services for First Nations people living with disabilities in the area of chronic disease prevention and management.

7. In support of this MOU, each party will contribute as appropriate to their mandate and expertise:

8. **FNHC** will:

- a) Ensure that the action items in the Tripartite First Nations Health Plan take into account the situation and needs of First Nations people living with disabilities.
- b) Provide support, when appropriate, for BCANDS in its work in reducing barriers for First Nations people living with disabilities.

- c) Assist in the securing of resources that will enable BCANDS to carry out activities outlined in the Action Plan related to disabilities.

9. **BCANDS** will:

- a) Continue to work to improve the lives of Aboriginal people living with disabilities through existing programs and services;
 - b) Compile information and data for FNHC with regard to the needs of First Nations people with disabilities to assist the FNHC in its discussion with other governments and key stakeholders; and,
 - c) Provide advice about appropriate policy positions and courses of action.
10. The parties agree to meet annually to reaffirm their commitment to this Memorandum of Understanding, to develop strategies to fulfill the objectives of this MOU and to review the progress made in implementing this MOU.
11. All communications in connection with this MOU shall be given in a timely fashion if personally delivered, sent by facsimile, or mailed by prepaid first class mail and addressed as follows:

a) **CEO,**

First Nations Health Society,
1205-100 Park Royal South
West Vancouver, BC
V7T 1A2

b) **Executive Director,**

BC Aboriginal Network on Disability Society
1179 Kosapsum Crescent
Victoria, BC V9A 6J6

12. In the event of any dispute, either party may provide notice to the other party describing the nature of the dispute or, in that event, the parties shall immediately proceed to negotiate in good faith to resolve the matter to the mutual satisfaction of the parties. For the purpose of this MOU, a "dispute" means any controversy, dispute, disagreement or claim whatsoever arising out of or relating in any way to this MOU, including any matter concerning the effect, content, interpretation or application of this MOU, or rights and obligations of any party arising hereunder.
13. The undersigned confirm that they have the ability to commit their respective bodies to the terms of this MOU and by their signature commit to the working relationship it defines.

DISCLAIMER

14. This Memorandum of Understanding is not a legally binding agreement, and for greater certainty, does not create legally enforceable obligations for either the FNHS or the BCANDS nor is the FNHS or the BCANDS legally committed to concluding any further contract or agreement.

TERM

15. Either Party may terminate this MOU upon delivery of 30 days written notice to the other Party.

16. The actions contemplated in this MOU will begin upon signing.

17. This MOU will be in effect for three years from the signing date, and after that three year period, will be automatically renewed unless a written notice of termination is delivered by either party to the other.

18. The parties by the signatures affixed below do hereby signify their understanding and acceptance of the provisions of this MOU on this 22 day of DECEMBER 2010 and will remain in effect for a three-year term from the date signed.

On behalf of the First Nations Health Society:



Chief Executive Officer

On behalf of the BC Aboriginal Network on Disabilities Society:



Executive Director