



## MEMORANDUM OF UNDERSTANDING

between

**Aboriginal Infant Development Programs** (hereinafter referred to as "AIDP")

and

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

(collectively referred to as the "Parties")

### PREAMBLE

1. **WHEREAS**, the Office of the Provincial Advisor for Aboriginal Infant Development Programs gives support and educational information to AIDP workers throughout the province in regards to Aboriginal infant development programs which offer support to families of infants who are at risk for or have been diagnosed with developmental delays.
2. **AND WHEREAS**, the BCANDS mission is:  
"Supporting the unique and comprehensive disability, health and resource needs of Aboriginal persons and organizations across British Columbia, through relevant, timely and accessible client services"
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 health information, resources and support services and opportunities and support for Aboriginal people, including infants and families, living with disabilities within British Columbia;
4. **AND WHEREAS**, the parties agree that it is our mutual desire to work together to support Aboriginal persons living with disabilities and Aboriginal communities and Nations in accessing quality and culturally appropriate health and disability services that benefit and improve the overall quality of life for Aboriginal people and families within British Columbia;
5. **AND WHEREAS**, for the purposes of this MOU, "health resources, support and information" is defined broadly as: assisting to locate, obtain and provide: materials, equipment, services, funding resources, conduct data collection initiatives and anything else that can be used for the provision and enhancement of health related programs and services for First Nation persons, communities and Nations.

"Disability" is an umbrella term, covering impairments, activity limitations, and participation restrictions. An impairment is a problem in body function or structure; an

activity limitation is a difficulty encountered by an individual in executing a task or action; while a participation restriction is a problem experienced by an individual in involvement in life situations. (World Health Organization – WHO). Disabilities can be temporary, episodic or permanent.

**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 the health and disability status, conditions and priorities of BC's Aboriginal population, both on and off reserve;
  - c) Share information on opportunities for strategic alliances, and opportunities for skills transfer in relation to the health and disability sectors;
  - d) Designate a member of each organization as a contact and liaison;
  - e) Develop a supportive and collaborative relationship on health and disability issues of mutual concern, mutual priority and in those areas where service gaps exist;
  - 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 two organizations and their membership.
  
7. The parties will work through collaborative discussion towards:
  - a) Identifying health and disability service and program barriers experienced by Aboriginal communities, Nations and Aboriginal people, including infants and families living, with disabilities, both on and off reserve and promoting ways to eliminate those barriers;
  - b) Ongoing work towards the development of an Aboriginal Disability and Health discussion paper, which would outline the barriers and challenges facing Aboriginal people and communities relating to their health and disability needs ; and,

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

**AIDP will:**

- a) Facilitate the development of Aboriginal Infant Development Programs by providing expert support and leadership.
- b) Develop and deliver tools and training to support culturally appropriate practice when working with Aboriginal children and families.
- c) Promote improved access to AIDP services to families, caregivers and associated service providers such as BCANDS, as it pertains to Aboriginal children with developmental delays or at risk for developing special needs.
- d) Raise awareness of the need for early identification and support for Aboriginal children with developmental delays or at risk for developing special needs.
- e) Participate in promoting and strengthening the capacity of Aboriginal communities to deliver family support, early intervention and early childhood development programs.
- f) Contribute to collaborative relationships among the partners involved in the delivery of infant development services to Aboriginal children and families.
- g) Participate in improving collaboration and integration among all provincial and Aboriginal services promoting healthy early childhood development.
- h) Provide support, when appropriate, to BCANDS in its work in reducing barriers for Aboriginal people, including infants and their families, living with disabilities.

**BCANDS will:**

- a) Continue to work to improve the health status and disability conditions of Aboriginal people, communities and Nations, both on and off reserve, through existing and expanded community-based health and disability programs and services;
- b) Compile information and data in regard to the health and disability related needs of Aboriginal communities, Nations and individuals living with a with disability, to assist both the AIDP and BCANDS in their discussions with governments and other key stakeholders; and,
- c) Provide advice about appropriate policy positions and courses of action as it pertains to Aboriginal health and disability issues.

9. The parties agree to meet as needed 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.
10. 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) Provincial Advisor – Aboriginal Infant Development Programs  
551 Chatham Street  
Victoria, British Columbia V8T 1E1
  - b) Executive Director  
BC Aboriginal Network on Disability Society  
1179 Kosapsum Crescent  
Victoria, British Columbia - V9A 6J6
11. 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.
12. 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**

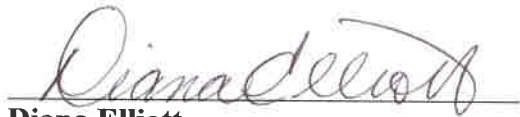
13. This Memorandum of Understanding is not a legally binding agreement, and for greater certainty, does not create legally enforceable obligations for either the AIDP or the BCANDS nor is the AIDP or the BCANDS legally committed to concluding any further contract or agreement.

#### **TERM**

14. Either Party may terminate this MOU upon delivery of 30 days written notice to the other Party.
15. The actions contemplated in this MOU will begin upon signing.

16. 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.
17. The parties by the signatures affixed below do hereby signify their understanding and acceptance of the provisions of this MOU on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and will remain in effect for a three-year term from the date signed.

On behalf of the Office of Aboriginal Infant Development Programs:



**Diana Elliott**  
**AIDP Provincial Advisor**

On behalf of the BC Aboriginal Network on Disability Society:



**Neil Belanger**  
**BCANDS Executive Director**