

Memorandum of Understanding

On First Nations Health and Well-Being in Saskatchewan

Between the Parties:

The Federation of Saskatchewan Indian Nations (FSIN)

And

Government of Canada

as represented by the Minister of Health (hereinafter called Canada)

And

Government of Saskatchewan

as represented by the Minister of Health (hereinafter called Saskatchewan)

Preamble

WHEREAS, the Parties share a common goal of closing the gap in health status between First Nations members and other residents of Saskatchewan;

WHEREAS, the Parties acknowledge the unique status of First Nations within Canada, arising from the historical relationship of First Nations with Her Majesty the Queen in right of Canada, the signed treaties and the provisions of Section 35 of the *Constitution Act, 1982*;

WHEREAS, the Parties recognize the need for a formal tripartite relationship that will guide the collaborative efforts of all Parties in effectively addressing First Nations health issues in Saskatchewan;

WHEREAS, the Parties recognize that health and wellness for First Nations are intricately linked and encompass the physical, spiritual, mental, economic, environmental, social, cultural and traditional well-being of the individual, family and community, and that health needs will be met holistically;

WHEREAS, in committing to the improvement of the health status of First Nations in Saskatchewan, the Parties to this Memorandum of Understanding shall establish this new relationship based on mutual respect; and

WHEREAS, Canada has a fiduciary relationship with the First Nations peoples of Canada.

Therefore the Parties have reached the following understanding:

1. Purpose

The purpose of this Memorandum of Understanding will be to:

- 1.1 Improve the health and well-being of First Nations people and eliminate the disparity in health status between First Nations and other Saskatchewan residents;
- 1.2 Adapt and better integrate health and wellness programs of all jurisdictions by eliminating duplication, closing gaps and improving the co-ordination and efficacy of the health care systems;
- 1.3 Improve the recruitment, retention and participation of First Nations in the health system;
- 1.4 Establish and define a collaborative and co-ordinated tripartite partnership for improving the health of First Nations people and their communities in Saskatchewan; and
- 1.5 Establish a planning process to develop a 10-year First Nations health and wellness plan.

2. Roles and Responsibilities

The Parties acknowledge and respect established and evolving relationships as well as any responsibilities derived from those relationships whether they be jurisdictional or fiduciary and will seek to remove any impediments to effective working relationships by fostering and promoting open dialogue. The Parties:

- 2.1 Recognize their responsibility and leadership role in improving the health status of First Nations individuals, families and communities and will provide their knowledge and expertise in improving health outcomes of First Nations;
- 2.2 Recognize the importance of engaging the expertise of First Nations communities, traditional practitioners, and health care professionals, and involving First Nations communities in the design and delivery of health programs and services for First Nations;

- 2.3 Recognize the need for First Nations, federal and provincial officials and health practitioners to coordinate planning at the community level, within health regions and at provincial and federal levels; and
- 2.4 Acknowledge that the participation of all Parties is required in order to improve First Nations' health outcomes. The implementation of this Memorandum of Understanding shall be guided by this acknowledgement.

3. Activities

Upon signing of the Memorandum of Understanding, a tripartite Steering Committee will be formed to provide leadership and to oversee the implementation of the Memorandum of Understanding and the commitments therein. The Steering Committee will:

- 3.1 Consist of two or three duly assigned members from each of the three Parties;
- 3.2 Develop terms of reference for the Steering Committee including clearly defined reporting, governance and accountability mechanisms to monitor progress and the achievement of results;
- 3.3 Identify priority areas for collaboration;
- 3.4 Produce an on-going annual work plan that includes activities and actions that relate to the identified priority areas for collaboration; and
- 3.5 Develop performance indicators to measure progress of this process.

4. Next Steps

- 4.1 Once this Memorandum of Understanding has been signed, the Parties will identify their Steering Committee members within 14 days and the Steering Committee will convene its first meeting within 30 days of signing this Memorandum of Understanding.
- 4.2 Within 12 months of signing this Memorandum of Understanding, the Steering Committee will report to the Memorandum of Understanding signatories on progress made to date in implementing the purposes of this Memorandum of Understanding and on an annual basis thereafter.

5. Duration of the MOU

- 5.1 This Memorandum of Understanding shall be reviewed every two years. The Parties may also request that the Memorandum of Understanding be reviewed, replaced or amended by providing two (2) months written notice to the other Parties. A process to review, amend or replace this Memorandum of Understanding must be undertaken within a timeframe agreed to by all Parties at the commencement of that process.

Any Party may withdraw from this Memorandum of Understanding by providing written notice to all other Parties. The withdrawal is effective 30 days after written notice is provided.

6. General


- 6.1 This Memorandum of Understanding is not a legally binding document between the Parties.
- 6.2 Nothing in this Memorandum of Understanding shall be construed as determining Saskatchewan's jurisdiction over First Nations health, nor shall it be interpreted so as to diminish or redefine any First Nation jurisdiction nor any responsibilities of Canada towards First Nations.
- 6.3 Nothing in this Memorandum of Understanding is intended by the Parties to confirm, deny, limit, enlarge or otherwise affect any existing Treaty rights of any First Nation in the Province of Saskatchewan or to be used as an interpretive aid to determine such rights.
- 6.4 Nothing in this Memorandum of Understanding is intended by Saskatchewan to confirm, deny, limit, enlarge or otherwise affect any relationships or activities involving regional health authorities or the Saskatchewan Cancer Agency with individual Indian bands or tribal councils.

In witness whereof the Parties have executed this

Memorandum of Understanding

this 19th day of August, 2008.

Government of Canada




Honourable Tony Clement
Minister of Health

Government of Saskatchewan



Honourable Don McMorris
Minister of Health

The Federation of Saskatchewan Indian Nations



Chief Lawrence Joseph

2nd Vice-Chief Guy Lonechild