

**MEMORANDUM OF UNDERSTANDING  
ON IMPLEMENTATION OF JORDAN'S PRINCIPLE IN ALBERTA  
(Hereinafter referred to as the "MOU")**

BETWEEN THE PARTIES:

**FIRST NATIONS HEALTH CONSORTIUM**

As represented by its members

**Siksika Nation, Loon River First Nation, Lubicon Lake Band, Peerless Trout  
First Nation, Whitefish Lake #459 First Nation, Woodland Cree First Nation,  
Ermineskin Cree Nation, Samson Cree Nation, Louis Bull Tribe, Montana  
First Nation, Bigstone Cree Nation ]**

(hereinafter referred to as "FNHC")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

As represented by the Minister of Indigenous Services Canada

(hereinafter referred to as "Canada")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA**

As represented by the Minister of Children's Services

(hereinafter referred to as "Alberta")

Collectively referred to as the Parties.

## PREAMBLE

**Whereas**, Jordan's Principle is a child-first principle named in memory of Jordan River Anderson, a First Nations child from Norway House Cree Nation in Manitoba who passed away in hospital never having spent a day in his family home due to a jurisdictional dispute between governments;

**Whereas** the third Call to Action in the Report of the Truth and Reconciliation Commission of Canada Calls to Action explicitly states the following: "we call upon all levels of government to fully implement Jordan's Principle";

**Whereas** the Truth and Reconciliation Commission of Canada Calls to Action specified that the United Nations Declaration on the Rights of Indigenous Peoples form the framework for reconciliation, and set out the minimum standards of rights of Indigenous Peoples, including the rights with respect to Indigenous peoples health;

**Whereas** the parties are committed to the implementation of Jordan's Principle;

**Whereas** the objective of this MOU is for the Parties to work collaboratively and expeditiously to ensure First Nations children in Alberta residing on or off-reserve have access to all government services, without limitation or discrimination receiving care and/or supports equivalent to other Albertans;

**Whereas** nothing in this MOU shall be construed to prejudice, abrogate, or derogate the existing aboriginal and treaty rights protected by section 35 of the *Canada Constitution Act, 1982*, including in particular a treaty right to health, or by any other current or future agreements and/or collaboration made between or amongst the parties;

**Whereas** nothing in this document shall be construed so as to prejudice, abrogate, or derogate the constitutional responsibilities and obligations of the Federal government or the Government of Alberta;

**Whereas** Treaties 6, 7 & 8 are the foundation and basis of relations between First Nations in Alberta, the Federal government and provincial governments, while the beneficiaries may be any First Nations child descendants of the Treaty First Nations;

**And whereas** all Parties have participated in grounding the work in Ethical Space (see Appendix I) for this document to allow for inclusive collaboration.

**THEREFORE:**

## **PART I – Purpose and Principles**

### **1. Scope and Purpose**

- (1) This MOU is intended to create a framework for alignment and collaboration between the Parties to address the needs of First Nations children in Alberta.
- (2) This MOU is intended to clarify and formalize commitment of the Parties.
- (3) This MOU is intended to encourage and support meaningful ongoing engagement between the Parties.

### **2. Principles**

- (1) No delay in service delivery to First Nations children is the priority under processes developed under this MOU in accordance with the spirit and intent of Jordan's Principle.
- (2) The Parties commit to carrying out the work by implementing the principles of Ethical Space:
  - a. Ethical space is an Indigenous concept grounded in both written and oral systems represented by the weaving together of Indigenous and other knowledge systems;
  - b. Ethical space is framed by:
    - i. Indigenous knowledge, traditions, protocols, and practices;
    - ii. Treaties 1 - 11, Agreements, and other constructive arrangements;
    - iii. Canadian Constitution;
    - iv. United Nations *Declaration on the Rights of Indigenous Peoples*;
    - v. Truth and Reconciliation Commission of Canada *Calls to Action*; and
    - vi. The Elders' Declaration (2016, Elders Advisory, Treaties 6, 7, & 8).
- (3) The Parties recognize the diversity of First Nations peoples, communities, languages, cultures, traditions, protocols, oral practices, stories, songs, and spiritual beliefs and the need for cultural safety and culturally appropriate service delivery for First Nations children.
- (4) The human rights of First Nations children will form the basic principle upon which services will be provided as per the implementation of this MOU
- (5) The parties will also be mindful of obligations further to the United Nations Convention on the Rights of the Child.

## **PART II – Commitments**

- (6) The Parties agree to the working definition of Jordan's Principle established by the Canadian Human Rights Tribunal's (CHRT) under Tribunal T1340/7008, and agree to evaluate it annually while working towards a shared working definition of Jordan's Principle.
- (7) The Parties commit to jointly establish a committee comprised of members who represent the signatories to this MOU. The committee will respond to requests for services under Jordan's Principle, whose mandate includes the following:
- a. Working collaboratively to:
    - i. Implement the full scope of Jordan's Principle using a child-first approach;
    - ii. Ensure equitable access to services for First Nations children in Alberta without discrimination by developing the necessary processes to prevent delays in service delivery.
  - b. Determine the resources needed to support the continued delivery of necessary programs and services to First Nations children.
  - c. Sharing information on the relevant programs and services provided by their respective departments and/or ministries in order to effectively facilitate First Nations children's access to the services they require. Any sharing of information will:
    - i. respect the principles of OCAP™; and
    - ii. be in compliance with federal and provincial laws, including relevant protection of privacy legislation including the *Freedom of Information and Protection of Privacy Act* (Alberta), the *Health Information Act* (Alberta) and the *Privacy Act* (Canada).
  - d. Where possible, supporting and building upon the successes and innovative approaches to implementation of Jordan's Principle that are already taking place in Alberta.
  - e. Recognizing the impact of colonization, including policies, legislation, intergenerational trauma, Indian Residential Schools, the 60s Scoop, and overrepresentation of children in care.
    - i. Working toward addressing those challenges to improve outcomes for First Nations children.
  - f. Ensuring greater collaboration between the parties, respecting that this Memorandum of Understanding is intended to co-create a framework between the parties to work towards achieving implementation of Jordan's Principle.

- g. Engaging in meaningful dialogue, discussion, alignment, and evaluation of this collaborative effort as per the *United Nations Declaration on the Rights of Indigenous Peoples* Article 18: “Indigenous peoples have the right to participate in decision-making in matters which would affect their rights, through representatives chosen by themselves in accordance with their own procedures, as well as to maintain and develop their own indigenous decision-making institutions,” and considering the TRC Calls to Action on child welfare, health and education, language and culture.
- (8) Committee membership is to be determined by the parties, and the membership will establish a Terms of Reference, in accordance with their mandate described above in Part II.

### **PART III - Deliverables**

- (9) The committee’s deliverables will include:
- a. Identifying existing structures (such as committees, tables, and processes) that relate to Jordan’s Principle implementation, across all government ministries and departments, toward a common approach;
  - b. Identifying and overseeing a coordinated approach to communication, which includes:
    - i. Generating awareness and informing the public,
    - ii. Training staff, and
    - iii. Providing information to children and families;
  - c. Overseeing the implementation of the commitments set out in Part II of this document, which includes:
    - i. The prioritization of commitments,
    - ii. Establishment of action plans,
    - iii. Creation of time lines, and
    - iv. Identification of resource requirements and their source;
  - d. Sharing best practices; and
  - e. Any other responsibilities as determined and agreed to by the parties.

### **PART IV - General Articles**

1. This MOU will remain in effect unless terminated in writing by any Party and delivered to all other Parties upon 90 day notice.
2. First Nations of Treaties 6, 7 & 8 who are not members of the FNHC may be a party to this MOU as they wish, by means of their duly authorized representative. However, any First Nation child residing in Alberta will continue to be eligible for all services,

service delivery and processes described in this MOU regardless of whether their First Nation is party to this Agreement or not;

Other First Nations representatives may become parties to this Memorandum by opting in (and upon approval of all existing parties). Parties agreeing to opt in to the Memorandum will ratify and sign the Memorandum by counterpart and agree to be bound by the terms of the Memorandum.

3. First Nation children in Alberta will continue to be eligible for all services, service delivery and processes under Jordan's Principle regardless of whether their First Nation government is a party to this MOU.

Ratified and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at  
\_\_\_\_\_ in the Province of Alberta.

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Per Minister Jane Philpott, on behalf of  
the Government of Canada

\_\_\_\_\_  
Per Minister Danielle Larivee on behalf  
of the Government of Alberta

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Bigstone Cree Nation

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Peerless Trout First Nation

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Ermineskin Cree Nation

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Samson Cree Nation

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Loon River First Nation

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Siksika Nation

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Louis Bull Tribe

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Whitefish Lake #459 First Nation

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Lubicon Lake Band

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Woodland Cree First Nation

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Montana First Nation

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First Nations Health Consortium

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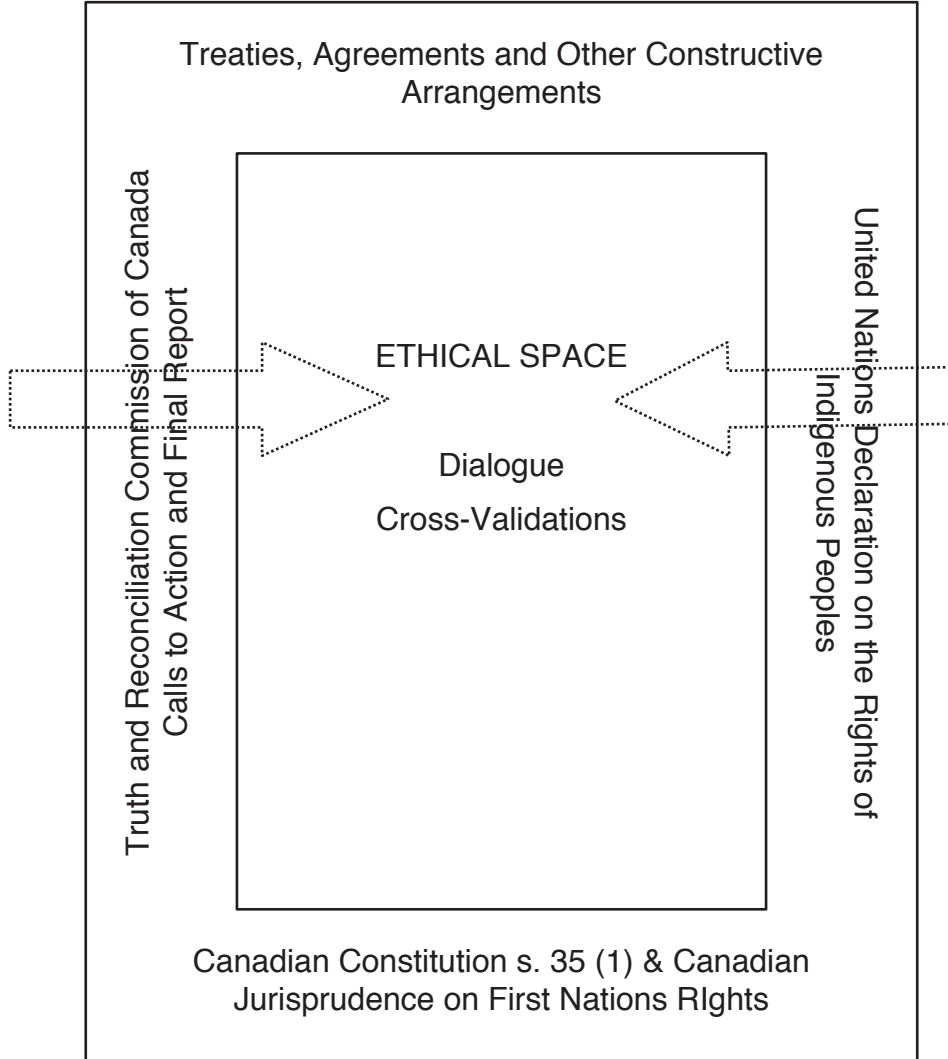
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# APPENDIX I

ORAL  
SYSTEMS

WRITTEN  
SYSTEMS

Indigenous Knowledge Systems, Languages, Legal Traditions,  
Cultures, Customs, Traditional Protocols, Sacred Teachings



Other Knowledge Systems, Canadian Government, Provincial  
Government, and their related legislation, regulations, policies, codes of  
conduct and processes