



Interior Region Partnership Accord Leadership Table

Terms of Reference

July 23, 2014

A. INTRODUCTION AND PURPOSE

On October 13, 2011, the B.C. Tripartite Framework Agreement on First Nation Health Governance was signed by the Tripartite Partners, represented by the First Nations Health Society, First Nations Health Council, Federal Minister of Health, and the British Columbia Minister of Health. The Framework Agreement is a fundamental turning point towards building a more responsive and integrated health system that reflects First Nations' perspectives and it legally commits the transfer of the programs and services of Health Canada First Nations and Inuit Health Branch—B.C. Region to First Nations control.

BC First Nations are now working in partnership with each other and with the BC Provincial Health Authorities to implement new and innovative health partnerships at regional and provincial levels. Partnership Accords have been signed at both levels to help prioritize the work needed to improve health service delivery through transformation of governance relationships and systems. The shared goal is to improve service delivery and the overall health and wellness outcomes for First Nations individuals, families and communities.

The Interior Partnership Accord was signed on November 12, 2012 between the Interior Region First Nations and the Interior Health Authority and was witnessed by the First Nations Health Authority. Subsequently, two entities have been formed to carry out implementation of the Partnership Accord:

Partnership Accord Leadership Table

The Partnership Accord Leadership Table (PALT) provides strategic direction and oversight to the implementation of the Partnership Accord; governance transformation.

Health and Wellness Committee

The Health and Wellness Committee (HWC) is a technical advisory body that provides advice and recommendations to the Partnership Accord Leadership Table (a Metis representative is invited to participate); systems transformation.

The Partnership Accord Leadership Table reflects a new relationship between the First Nations of the Interior Region and the Interior Health Authority, built on recognition and respect for the Inherent Rights of Canada's Indigenous People. Therefore, it is acknowledged that the implementation of the Partnership Accord is to be informed and guided by the individual Letters of Understanding (LOUs) signed between each of the seven Interior Nations and the Interior Health

Authority. The purpose of the LOUs is to define a collaborative, inclusive Nation level process for engagement and planning of First Nations and Aboriginal people in service delivery design and monitoring within the Interior Region.

B. SCOPE

The scope of the Partnership Accord Leadership Table encompasses strategic, joint decision-making by Interior Health Authority and First Nations of the region that is intended to address the needs of First Nations and Aboriginal peoples' health and wellness interests. The Partnership Accord Leadership Table will oversee and monitor a joint work plan that is developed by the Health and Wellness Committee which includes, but is not limited to, establishing the action plan and success indicators to achieve the objectives outlined in the Partnership Accord. In addition to proactive planning, the Partnership Accord Leadership Table provides leadership and guidance in resolving policy, program and service issues.

C. ROLES AND RESPONSIBILITIES

The Partnership Accord Leadership Table is to function as a governance forum for partnership and collaboration on joint efforts related to achievement of First Nations health and wellness priorities that may relate to policy, programs, services and resourcing. The Partnership Accord Leadership Table will:

- a. respectfully educate one another about each other's governance structures, service delivery processes, fiscal restraints, opportunities and other matters;
- b. hold each other accountable in the spirit of reciprocal accountability for the commitments outlined in the Partnership Accord;
- c. inform the resolution of policy and systems barriers and issues by engaging with decision-makers and informing the work of the Transformative Change Accord: First Nations Health Plan;
- d. operate as an advisor to Interior Health Authority Board;
- e. influence provincial level decisions by providing a regional perspective through collaborative recommendations;
- f. approval of Interior Region Health and Wellness Planning and Evaluation Framework;
- g. approval of Interior Region Health and Wellness Strategic Plan;
- h. provide direction to and ensure adequate and timely reporting from the Health and Wellness Committee;
- i. identify key resources in support of implementation of strategies;
- strengthen coordination and integration of planning efforts where appropriate;
- k. establish mechanisms to address issues of those Nations whose territories encompass more than one Regional Health Authority; and
- I. facilitate communication and reporting back to respective Nations and entities.

D. MEMBERSHIP

The membership of the Partnership Accord Leadership Table is inclusive of leadership representatives from the seven Interior Nations and the Interior Health Authority Board Chair and CEO. Senior staff of the Interior Health Authority and the First Nations Health Authority may be invited to participate in the Partnership Accord Leadership Table as relevant to their portfolios.

E. CHAIR

The Table will be chaired by a member of the Partnership Accord Leadership Table

F. CONFLICT OF INTEREST – See attached Appendix I - Conflict of Interest Guidelines

G. DECISION MAKING

The Partnership Accord Leadership Table will make decisions by consensus.

H. SUPPORT

Interior Region First Nations Health Authority and Interior Health Authority staff will coordinate their efforts to provide the overall logistical and technical support for meetings, including but not limited to booking of meetings, informing the members, providing background documents, minute taking etc.

Efforts will be made to cost share all expenses required for meetings including, but not limited to facility rental, catering, copying expenses etc.

I. MEETING SCHEDULE

Regular meetings will be scheduled quarterly by the Table. The agendas will be jointly developed and distributed two weeks prior to the meetings by the technical support staff. When required, members may be requested to participate in smaller working groups.

J. AMENDMENTS AND REVIEW OF TERMS OF REFERENCE

The Partnership Accord Leadership Table terms of reference will be reviewed at least once per year at a regular meeting. The terms of reference may be amended by consensus of the Partnership Accord Leadership Table.

APPENDIX I – CONFLICT OF INTEREST GUIDELINES

A. CONTEXT

The Conflict of Interest Guidelines provide guidance and advice for the Partnership Accord Leadership Table in fulfilling their duties in the light of other roles and responsibilities that the Members have that are unrelated to the Partnership Accord Leadership Table.

B. CONFLICT OF INTEREST

A conflict of interest is a situation in which the private interests of a Member of the Partnership Accord Leadership Table conflict or potentially conflict directly or indirectly with his or her responsibilities with respect to Table, including his or her duty to act in the best interests of the Table.

An **actual conflict of interest** exists where a Member exercises an official power or performs an official duty, at the same time knowing that, in exercise of such performance, there is the opportunity to further a private interest.

A **potential conflict of interest** exists where there is some private interest that could influence the performance of a Member's duty or function or the exercise of power, provided that she or he has not yet exercised that duty or function.

In addition to actual and potential conflicts of interest, the Partnership Accord Leadership Table needs to guard against perceived conflicts of interest. These may exist where informed people might reasonably hold the perception that a conflict of interest exists on the part of the Member. An example of a perceived conflict of interest is where the Table makes a decision that has the potential to provide a benefit to an associate of the Member; if the Member takes part in the meeting, but does not vote, people might perceive that a conflict of interest has arisen; if it can clearly be shown that the Member had no influence on the decision, then the perception of a conflict of interest is greatly reduced.

The Partnership Accord Leadership Table's primary and strongest defense against conflicts of interest is a strategy of avoidance. By creating systems and processes that, as a matter of practice, avoid actual, potential or perceived conflicts of interest, the Partnership Accord Leadership Table can most effectively reduce the risks associated with conflict of interest.

Every Member should avoid any situation in which there is an actual, potential, or perceived conflict of interest, which could interfere with the Member's judgment in making decisions in the best interest of the Partnership Accord Leadership Table.

C. PROTOCOL FOR DEALING WITH CONFLICTS OF INTEREST

In any event, a Member of the Partnership Accord Leadership Table has an obligation to declare a conflict of interest at the earliest possible time and, in any event, prior to discussion or decision of an issue. Upon declaration of a conflict at, or prior to, a meeting, the person recording the meeting's proceedings shall note the declaration and the Member must:

- a. Refrain from further participation in any activities involved with the matter; and
- b. Absent him or herself from the proceedings during discussion or voting on that particular matter, contract or arrangement.