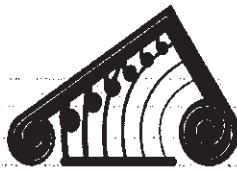


Agreement no. TEW-VAR-01877

## MEMORANDUM OF UNDERSTANDING

Between



Te Whare Pūnanga Kōrero Trust Inc 1993

*Ahakoā he iti, He pounamu koe*

being a Charitable Trust established under the Charitable Trusts Act 1957

and



TARANAKI DISTRICT HEALTH BOARD

being a body corporate established by the New Zealand Health and Disability Act  
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being to reduce Maori disparities and achieving demonstrable health gains through the provision of effective health services for all Maori resident in the TDHB region.

- 4.3 Both parties agree to establish formal and regular mechanisms for effective communication and planning as necessary to agree and achieve desired outcomes for all Maori resident in the TDHB region.
- 4.4 Both parties agree to act with integrity and in good faith throughout this relationship and to uphold the intent of this Memorandum of Understanding.
- 4.5 Both parties will have equal status in working towards decisions on all matters related to fulfilling the purpose of this Memorandum of Understanding.
- 4.6 Both parties recognise and respect the responsibilities and strengths each party brings to this unique relationship for the purposes of planning, funding and monitoring decisions being made that impact upon Maori health in the Taranaki region.
- 4.7 The identity, integrity, interest and wellbeing of whanau/hapu/iwi making up TWPK shall be preserved, protected and enhanced by this relationship.
- 4.8 The TDHB acknowledges and respects the mana whenua status of each of the contributory Iwi to TWPK.

## **5. Expectations**

- 5.1 TWPK shall be recognised by the TDHB as a governance entity established to work together in partnership with the TDHB to: contribute to the planning and purchasing of health services for all Maori resident in the TDHB region and; monitor the effectiveness and outcomes of health services provided to them.
- 5.2 Both parties to this agreement will work together to determine the protocols and mechanisms by which an effective relationship will work to give practical effect to the intentions of the relationship.
- 5.3 The parties to this Memorandum shall agree the extent to which TDHB shall resource the activities of TWPK to allow it to undertake its role effectively as a governance entity working together with the TDHB. Resources will consist of an agreed level of funding and resources as described in Schedule 5 attached. This agreement will be reviewed annually by both parties, or as otherwise required. The agreed funding specified in Schedule 5 is exclusive of GST.
- 5.4 The sharing of information and open dialogue between the TDHB and TWPK shall be key features of this relationship.

## **6. Arbitration/Dispute Resolution**

- 6.1 The parties agree to act towards the other in good faith and to commit to open discussion and a solution-based approach to resolving issues that may arise. Where any issue or disagreement arises between the parties they will, in the

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first instance endeavour to settle the dispute or differences by mutual agreement through an agreed process.

- 6.2 Should the dispute or difference remain unsettled then it will be referred to mediation and, if necessary, arbitration in accordance with the Health Sector Mediation and Arbitration Rules 1993.

## 7. Legally Binding

- 7.1 The parties acknowledge that this Memorandum of Understanding is not legally enforceable, but that this does not diminish the intention of the parties to meet the expectations and undertakings of this Memorandum of Understanding.

## 8. Changes to Government Policy and/or Te Whare Pūnanga Korero

- 8.1 Where there are changes to either Government policy and/or Te Whare Pūnanga Kōrero Trust which might affect the purpose and function of this Memorandum of Understanding, each party agrees to inform the other of those changes at the earliest possible time. Parties will agree to meet to re-negotiate any aspects of this agreement which may be impacted upon.

## 9. Appendices

- 9.1 The following schedules describe the objectives and operationalisation of this Memorandum of Understanding. The objectives shall be reviewed by the parties annually:

- a) Schedule 1: Statutory and Contractual Obligations
- b) Schedule 2: Iwi / Hapu Mandate Obligations
- c) Schedule 3: TWPK Governance Roles and Responsibilities
- d) Schedule 4: Reporting Requirements
- e) Schedule 5: Financial Arrangements

Signed on behalf of  
Te Whare Pūnanga Korero Trust

Signed on behalf of  
Taranaki District Health Board



Darryn Ratana

Dated: 3 July 2012



Mary Bourke

Dated: 16 Aug 2012

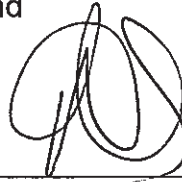
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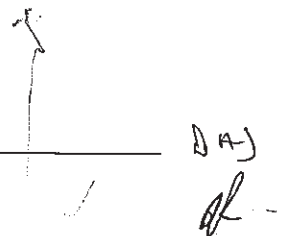
David Tamatea

Dated: 3 July 2012



Tony Foulkes

Dated: 28.7.12.



## **Schedule 1 : Statutory and Contractual Obligations**

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### **18. Statutory and Contractual Obligations**

- 18.1. TWPK acknowledges that the TDHB is a Statutory Authority established pursuant to the Health and Disability Services Act and that this agreement will not require the TDHB to act in any way contrary to its obligations under that Act or any contractual obligations it has established with other parties. TWPK agrees that in its role with the TDHB it will actively support the TDHB with respect to the TDHB's obligations under the Act.
- 18.2. TWPK acknowledges that the TDHB enters into an annual Funding Agreement with the Crown, and is obliged to comply with provisions of that agreement.
- 18.3. TWPK agrees that nothing in this Agreement shall be taken to the effect that the TDHB in any way abrogates its statutory or contractual responsibilities, and further agrees that it will take all steps in its power to ensure that the TDHB is able to comply with the same.
- 18.4. The parties agree that they will not make any statements on the other's behalf to any third party without the express authorisation from the other party.

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## Schedule 2 : Iwi / Hapu Mandate Obligations

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### 19. Iwi / Hapu Mandate Obligations

- 19.1. The TDHB acknowledges that TWPK is established under the mana and tikanga of the collective Iwi/Hapu within the rohe of Taranaki and that this agreement will not require TWPK to act in any way that denigrates the mana and tikanga of the following Iwi/Hapu;
- 19.2. The TDHB acknowledges that TWPK has Iwi mandate obligations to the Iwi/Hapu listed below and as such is obliged to comply with the reporting provisions of that mandate.
- 19.3. The TDHB agrees that nothing in this Agreement shall be taken to the effect that TWPK in any way abrogates its responsibilities to the respective mandating Iwi/Hapu listed below.
- 19.4. **IWI LIST**
  - a. Ngati Tama
  - b. Ngati Mutunga
  - c. Te Atiawa
  - d. Ngati Maru
  - e. Taranaki
  - f. Nga Ruahinerangi
  - g. Ngati Ruanui
  - h. Nga Rauru
- 19.5. The TDHB acknowledges the importance of the TWPK contribution to the Midlands Iwi Relationship Board, the Midlands Health Network PHO and the National Maori PHO Coalition and will support TWPK to participate appropriately in these strategic forums.

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## **Schedule 3 : TWPK Governance Roles and Responsibilities**

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### **20. Governance Roles and Responsibilities**

To give effect to the principals outlined in the Memorandum of understanding between the TDHB and TWPK, TWPK will fulfill the following governance roles and responsibilities:

- 20.1. Provide strategic advice and guidance to TDHB on planning and funding of health services to improve the health status of Maori in Taranaki.
- 20.2. Monitor the effectiveness and outcomes of health services provided to Maori by the TDHB through TDHB Provider Arm and NGO funding arrangements.
- 20.3. The above roles and responsibilities will be facilitated by:
  - a. A meeting between the boards of TWPK and TDHB to take place no less than annually, to:
    - i review Maori health objective achievements of the Annual Plan and Maori Health Plan for the previous year;
    - ii identify persisting Maori health inequalities in Taranaki, and
    - iii discuss and agree strategic priorities for Maori health gain for the ensuing year
  - b. Meetings between the TWPK Board and the Chair and/or Deputy Chair and CEO of TDHB to take place every three months (quarterly), to discuss issues of a strategic nature related to Maori health gain and to monitor progress against the Maori Health plan;
  - c. Monthly meetings between the TWPK Board and the TDHB Chief Advisor Maori Health to receive reports and advice on Maori Health issues;
  - d. Participation in governance training opportunities provided by the Ministry of Health or TDHB.

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## Schedule 4: Reporting Requirements

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### 21. Reporting Requirements

21.1. TDHB will:

- a. Provide TWPK members with all Board and Statutory Committee agenda and papers including confidential papers relating to strategy, DAP, Maori Health Plans and Maori health so far as they affect Maori health gain;
- b. Provide TWPK with all information required to assist in its deliberations in relation to Maori health gain;
- c. Provide a monthly report identifying Maori health issues and reporting progress on Maori health activities to date.

21.2. TWPK will provide an annual report to the TDHB which includes assurances that:

- a. this relationship provides a meaningful conduit for information for its Iwi/Hapu members; and
- b. TWPK continues to hold the mandate of the eight Iwi, through their respective Iwi organisation structures, to engage in this relationship with TDHB for the purposes described in this Memorandum.

21.3. TWPK will provide to TDHB a copy of its Annual Report including audited financial statements

## **Schedule 5 : Financial Arrangements**

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### **22. Financial Arrangements**

- 22.1. Financial provision for TWPK will cover its operational costs to enable it to fulfill its obligations under this Memorandum of Understanding.
- 22.2. The parties agree that Te Whare Pūnanga Korero will be paid the sum of \$100,000 per annum (GST exclusive) for activities and outputs outlined in the Memorandum of Understanding including attachments Schedules 1 to 4. The quantum shall be reviewed by the parties annually.
- 22.3. Payments will be made monthly in arrears following receipt of a tax invoice.

DAS,

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