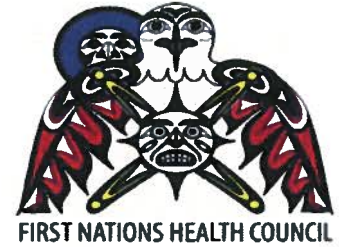


TERMS OF REFERENCE:

FIRST NATIONS HEALTH COUNCIL



The purpose of this Terms of Reference is to set out the mandate, structure, roles and responsibilities, accountabilities, and processes of the First Nations Health Council (FNHC). The Terms of Reference of the FNHC has evolved as the structure, mandate, and work of the FNHC have evolved:

- the first Terms of Reference governed the work of the FNHC in its previous structure;
- the second Terms of Reference governed the work of the FNHC following its restructuring and in the stage of its early development, and the period of negotiation of the *Tripartite Framework Agreement on First Nation Health Governance*;
- this Terms of Reference will govern the work of the FNHC during the current stage of the work, focusing on the transfer of First Nations and Inuit Health Branch-BC Region to First Nation control, early efforts in transformation, the growth of a health partnership amongst First Nations and federal and provincial governments, and the development of and transition to a new First Nations health governance structure composed of the FNHC, a First Nations Health Authority, a First Nations Health Directors Association, and Regional Caucuses;
- the next iteration will govern the work of the FNHC in the transformation stage of the work, as the FNHC provides oversight to the ongoing transformation of health policy, partnership, and programs in BC, and expands its efforts into the social determinants of health.

In this current stage of the work, the FNHC has been tasked with *Navigating the Currents of Change* carefully – managing change effectively, and not allowing change to manage us in a manner consistent with the values set out in this Terms of Reference, the 7 Directives established by First Nations, and the overarching principle of reciprocal accountability.

All FNHC members have gifts and talents they bring to the work of the FNHC, and are committed to expanding their talents and skills through working with one another and as a team, guided by these Terms of Reference (including the values and Code of Conduct set out in Appendix A), the principle of reciprocal accountability defined in 8.5, and any other applicable policies and procedures.

1.0 BACKGROUND AND GUIDING DOCUMENTS

In November 2005, the First Nations Leadership Council and the Governments of Canada and British Columbia signed the *Transformative Change Accord* committing the Parties to work in partnership to improve outcomes for First Nations in BC in the areas of: relationships; health; housing; education; and, economic opportunities.

Since 2005, the partnership between First Nations, Canada, and BC in the area of health has developed significantly, as captured in a series of further political and legal agreements:

- *Transformative Change Accord: First Nations Health Plan (2006)*

- *Tripartite First Nations Health Plan Memorandum of Understanding (2006)*
- *Tripartite First Nations Health Plan (2007)*
- *Basis for a Framework Agreement on Health Governance (2010)*
- *Tripartite Framework Agreement on First Nation Health Governance (2011)*
- *Health Partnership Accord (2012-2013)*

First Nations created the FNHC to represent them in the implementation of the above agreements and have established seven Directives – governance standards to guide the work of the FNHC in implementing the above health agreements:

- Directive #1: Community Driven, Nation-Based
- Directive #2: Increase First Nations Decision-Making
- Directive#3: Improve Services
- Directive #4: Foster Meaningful Collaboration & Partnership
- Directive #5: Develop Human and Economic Capacity
- Directive #6: Be without Prejudice to First Nations Interests
- Directive #7: Function at a High Operational Standard

VALUE: Culture

We are here because of those that came before us, and to work on behalf of First Nations. We draw upon the diverse and unique cultures, ceremonies, customs, and teachings of First Nations for strength, wisdom, and guidance. We uphold traditional and holistic approaches to health and self-care and strive to achieve a balance in our mental, spiritual, emotional, and physical wellness.

First Nations provide strategic guidance to the FNHC through passing resolutions at Gathering Wisdom for a Shared Journey forums. The FNHC develops workplans for the implementation of the resolutions, which establish the milestones, activities, targets, outcomes, and roles and responsibilities for the work of the FNHC.

2.0 MANDATE

BC First Nations have adopted a First Nations health governance structure with four key First Nations components: First Nations Health Council (governance and political oversight); First Nations Health Authority (service and operations); First Nations Health Directors Association (technical advice and professional development for First Nations health directors); and, Regional Caucuses (provide direction, guidance, feedback). These entities work collaboratively and in partnership to implement the political and legal agreements in health referenced in section 1.0 above.

The FNHC is a provincial-level political and advocacy organization that is representative of and accountable to BC First Nations, with the following mandate:

Dedicated political leadership for the implementation of Health Plans

- Provide continued political leadership for implementation of the Transformative Change Accord: First Nation Health Plan and the Tripartite First Nation Health Plan and subsequent agreements
- Reflect a philosophy and culture of trust, unity, honest, humility, healthy living, traditional practices and teachings in operations, planning and decision-making

Support to First Nations in achieving their health priorities and objectives

- Support Community-Driven and Nation-Based approaches
- Promote individual health and wellness responsibilities, including self-care and health literacy
- Promote the transfer of health services to local and regional levels wherever possible, practical and feasible

Health Advocacy and Relationships

- Health advocacy, knowledge sharing and collaboration with government partners and others as the highest levels (including internationally)
- Advocacy for service improvements for First Nations
- Provide a BC First Nations leadership perspective to research, policy and program planning processes related to First Nations health in BC
- Develop relationships and alliances with other First Nations organizations, government Ministries and Departments, and others, to achieve progress in the social determinants of health

Politically oversee the transition of FNIH to a new First Nations Health Authority

Promote and ensure communications, transparency, cost effectiveness and accountability of the FNHC to First Nations

- Operate to a good governance standard including having an approved and transparent Terms of Reference; transparent processes; active, participatory members; cost-efficiency; professionalism; regular accountability and reporting; on-going evaluation of the role and benefit of the FNHC
- Develop and implement a robust and sustainable communications strategy enabled by the Regional Tables and the network of community engagement within the Regions

VALUE: Respect

We believe that maintaining respectful relationships is fundamental to the achievement of our shared vision. Respectful relationships are built upon the recognition that we all have something to contribute, as individuals and as the three components of the First Nations health governance structure. Therefore, we commit to treating each other with dignity and generosity, being responsive to one another, and acknowledging that each entity has their own respective processes and practices. We are also committed to respectful interactions with First Nations, tripartite partners, and other collaborators.

3.0 MEMBERSHIP, TERM AND STRUCTURE

3.1 The FNHC is composed of a total of fifteen members – three members appointed by each of the five regions in BC (Fraser; Interior; North; Vancouver Coastal; Vancouver Island). Each region determines its own selection process for its members, including their length of term and appointment procedure.

3.2 Each Regional or Sub-Regional Caucus, as the case may be, will adopt a Terms of Reference to define its appointment procedure and length of term for its representative(s) to the FNHC.

3.3 Alternates to the FNHC, including proxy or ex-officio members, are not permitted.

4.0 ROLES AND RESPONSIBILITIES

The FNHC works on behalf of all BC First Nations and takes its collective direction from First Nations through resolutions passed at provincial Gathering Wisdom for a Shared Journey forums. At a regional level, the three FNHC representatives from each region also take direction from their respective Regional Caucuses, bringing feedback to the FNHC table and undertaking regional-specific health and wellness efforts. Individually, each FNHC member has responsibilities to advance the regional and provincial-level work of the FNHC. The members of the FNHC also serve a dual role as members of the First Nations Health Authority; the FNHA Constitution and bylaws should be referenced for a description of the roles and responsibilities of the members of the First Nations Health Authority.

4.1 FNHC Members (Individually)

- Abide by this Terms of Reference and the FNHC Code of Conduct (Appendix A)
- Report to First Nations on FNHC activities and progress, and receive guidance and direction from First Nations on the work of the FNHC
- Bring forward any regional issues to their fellow regional representatives on the FNHC, and as appropriate to the FNHC Chair and Deputy Chair and/or the FNHC as a whole
- Diligently prepare for, attend, and actively contribute to the operations, activities, and meetings of the FNHC
- Make decisions that address common interests of First Nations in BC
- Support a unified voice of the FNHC in reporting to and communicating with First Nations

4.2 FNHC Members (Regionally)

- Engage with First Nations within the region
- Provide leadership at, and take direction from, Regional and Sub-Regional Caucuses
- Build relationships with Regional Health Authorities and other partners
- Oversee the implementation of effective, efficient, and sustainable engagement and operations within the region
- Provide leadership to regional caucus development and regional caucus meetings, reporting, and activities as per the milestones identified in Gathering Wisdom for a Shared Journey resolutions and resolution workplans
- Work together to raise and discuss regional matters at appropriate regional

VALUE: Excellence

We are humbled and honoured to have been asked by First Nations to work on their behalf to improve health and wellness, and have a moral and personal responsibility to strive for excellence. Excellence means that our outcomes are sustainable, that our processes are professional and transparent, and that we commit to learn continuously – through capacity development opportunities, from each other and from new, different and innovative models worldwide.

and provincial levels and forums.

4.3 FNHC Members (Collectively)

- Make decisions that benefit all First Nations in BC, regardless of where they live, and represent the collective views of First Nations in BC.
- Provide dedicated political leadership for the implementation of the health plans, including participation in various committees and processes
- Support First Nations in achieving their health priorities and objectives
- Health Advocacy and Relationships (collaboration with government partners; advocacy for First Nations; leadership perspective to research, policy and program planning; relationships and alliances to advance social determinants of health issues)
- Promote and ensure communication, transparency, cost-effectiveness and accountability of FNHC to First Nations and other partners
- Plan for, and implement outcomes of, Gathering Wisdom forums (Consensus Paper(s) and Resolution(s))
- Undertake province-wide engagement in accordance with Engagement and Approvals Pathway
- Uphold appropriate separation of business and political functions
- Politically oversee transition of FNHC to new FNHA
- Develop and foster tripartite partnerships, a close and effective working partnership with the First Nations Health Authority and the First Nations Health Directors Association (FNHDA), and partnerships with other allies

5.0 CHAIR AND DEPUTY CHAIR

The FNHC selects a Chair and Deputy Chair from amongst its members. The FNHC Chair and Deputy Chair are responsible for providing leadership for the work of the FNHC, and carrying out the direction of the FNHC, in support of the FNHC's mandate in implementing the direction provided by BC First Nations at Gathering Wisdom for a Shared Journey forums. The FNHC Chair and Deputy Chair work collaboratively and in partnership, as a team.

5.1 The FNHC shall appoint a Chair and Deputy Chair from amongst its members at a duly convened meeting, as follows:

- An FNHC member will nominate another member to serve as Chair or Deputy Chair
- Each nominee either accepts or refuses the nomination
- Should only one FNHC member be nominated for the role of Chair or Deputy Chair, the FNHC shall move, second, and pass a motion appointing that individual to the office of Chair or Deputy Chair for a specified term
- Should more than one FNHC member be nominated for the role of Chair or Deputy Chair, the nominees will be afforded an opportunity to speak to the FNHC and following, the FNHC members present will vote by show of hands or verbally in

roundtable for the nominees; the FNHC will then move, second, and pass a motion to appoint the successful candidate to the office of Chair or Deputy Chair for a specified term

5.2 The role of the Chair is to:

- In accordance with the FNHC Meeting Policy, moderate all regular and special FNHC meetings and working groups, and other meetings with tripartite partners or other organizations as required, including describing the agenda and associated outcomes, managing the meeting in accordance with that agenda, and summarizing discussion and decisions
- Provide leadership to support the FNHC to achieve its milestones, workplans, and outcomes, including through providing leadership: amongst the FNHC and at FNHC meetings; in the development of plans, strategies, and FNHC meeting agenda; in tripartite and other partnership discussions to advance the work of the FNHC; in developing and implementing tripartite and other agreements and the plans of the FNHC; and, in carrying out the direction of the FNHC
- Provide leadership and direction to the development of FNHC policy as required
- Serve as the main liaison on behalf of the FNHC with the FNHA and FNHDA
- Nurture and maintain an effective working relationship with the FNHA, FNHDA, tripartite partners, and other collaborators
- Work with, and provide guidance to, the FNHC Secretariat with regard to supporting and carrying out the work of the FNHC
- Play a leadership role in resolving disputes in a good way, including disputes between FNHC members and disputes between FNHC members and others with respect to the work of the FNHC
- Work with the Executive Director of the FNHC Secretariat to arrange orientation sessions and transition plans for all new FNHC members
- Serve as a representative and spokesperson of the FNHC, including the main spokesperson for the FNHC when handling media enquiries and requests
- Serve as the lead contact for the FNHC with the FNHA Board of Directors Chair, the FNHA CEO and FNHC Secretariat
- Provide leadership for the FNHC to evaluate its performance and progress, and make improvements
- Provide the lead role on behalf of the FNHC for the transition of FNIH to the FNHA
- Call upon other FNHC members to fulfil duties, assign work or attend activities outside FNHC meetings as required
- Serve as the FNHC Chair on a full-time basis
- Other duties as may be assigned by the FNHC

5.3 The role of the Deputy Chair is to:

- As required, take on the responsibilities of the Chair

- Collaborate with the FNHC Chair on providing leadership to support the FNHC to achieve its milestones, workplans, and outcomes, including but not limited to through providing leadership: amongst the FNHC and at FNHC meetings; in the development of plans, strategies, and FNHC meeting agenda; in tripartite and other partnership discussions to advance the work of the FNHC; in developing and implementing tripartite and other agreements and the plans of the FNHC; and, in carrying out the direction of the FNHC
- Collaborate with the Chair on key FNHC functions, including but not limited to: moderating meetings; attending meetings; preparing agendas and documents for FNHC meetings; preparing orientation and transition plans for FNHC members; providing leadership and direction to the development of FNHC policy; nurturing and maintaining an effective working relationship with the FNHA, FNHDA, and other partners; evaluating the performance of the FNHC Secretariat Executive Director; and, participating in FNHC advocacy and meetings
- Provide a minimum of two (2) days of service to the FNHC each week
- Other duties as may be assigned by the FNHC

5.4 The Chair and Deputy Chair will provide an activity report to the FNHC at each duly convened meeting of the FNHC.

6.0 OPERATIONS

6.1 The FNHC will uphold the following Ground Rules for Meetings:

<p>Key Ways to Respect the Meeting and Each Other</p>	<ul style="list-style-type: none"> • Come to the meeting with a positive attitude. • Be punctual in arriving to the meeting and in returning from breaks. • Every member of the team has the right to understand an issue, question, or motion, and is also obligated to review materials circulated in advance of the meeting. • Actively listen and focus your attention on your peers and the work – no electronics permitted (breaks will be provided to respond to emails and phone messages). • Express concerns as concisely as possible, do not repeat previous points of discussion, and focus comments on action items or recommendations. • Never interrupt anyone - even if you agree or disagree strongly. Note what has been said and return to it later with the Chair’s permission. • It is a serious breach to divulge information to others about confidential matters of the meeting or of other representatives. • If a member misses a meeting, they are obligated to review the meeting materials and meeting minutes, and to arrange a briefing with the Chair if required.
<p>Key Ways to</p>	<ul style="list-style-type: none"> • Respond to the Chair who is conducting the meeting.

Respect the Role of the Chair	<ul style="list-style-type: none"> • Actively listen to the Chair when they deliver discussion summaries or recaps after each agenda item and at the end of the meeting. • Address any concerns about the discussion or the meeting with the Chair. It is the Chair’s job to bring the meeting to order.
Key Ways the Chair will respect FNHC Representatives	<ul style="list-style-type: none"> • Start and adjourn the meeting on time. • Encourage full participation by facilitating roundtable discussions. • Help participants identify their interests, not just their positions. • Respect the views of others by listening carefully and helping participants feel valued. • Acknowledge and use differences of opinions to enrich the group process. • Respectfully restrain overlong interventions from meeting participants, and restrain from giving overlong interventions as the Chair. • Redirect side-tracked discussion or peripheral issues by summarizing what was said, politely directing back to the agenda, and move on. • Discourage anyone who interrupts and instruct them to wait until called to speak. • Encourage and facilitate the resolution of contradictory feedback and perspectives provided by meeting participants. • Ensure that the more vocal representatives of the group don’t dominate the discussion. • Encourage a healthy respect for the facts and establish zero tolerance for disrespectful behaviour. • Play a facilitative role in dealing with conflicts effectively. • Check in periodically with how the group feels about the progress on their purpose.

6.2 The FNHC shall adopt a Meeting Policy to describe the meeting policies and procedures of the FNHC, including: chairing of FNHC meetings; decision-making processes of the FNHC; agenda development for FNHC meetings; meeting minutes; and meeting scheduling, among other matters.

6.3 FNHC meetings will be held as required within prudent use of available resources. The FNHC will target meetings every second month, plus one additional annual planning session, and a one-day meeting the day prior to each Gathering Wisdom for a Shared Journey Forum. Meetings may be held in-person or by videoconference or

VALUE: Discipline

We have the historic opportunity to achieve transformative change in First Nations health and wellness, and an obligation to make the most of this opportunity. This will require discipline amongst us, including through: loyalty to one another and our shared vision; upholding and supporting our roles, responsibilities, decisions, and processes; maintaining and nurturing unity and a united front; integrity and reliability in fulfilling our commitments, and accountability to one another for these commitments and contributions; and, solutions-oriented and active participation.

teleconference.

- 6.4 A quorum for FNHC meetings will be 50%+1 or 8 members. The FNHC will strive to have representation from each of the five regions in all duly convened FNHC meetings.
- 6.5 FNHC members are expected to attend all FNHC meetings, and be punctual. Attendance will be recorded in the minutes of each FNHC meeting. Any FNHC member that meets one the following conditions will no longer be a member of the FNHC:
- Has two un-notified absences in a row;
 - Has three notified absences in a row; or
 - Misses one-third of the total number of FNHC meetings in a twelve-month period.

7.0 WORKING GROUPS

- 7.1 The FNHC may, by motion at a duly convened FNHC meeting, establish standing or ad-hoc Working Groups to provide guidance and direction to key milestones and functions of the FNHC.
- 7.2 FNHC Working Groups do not have decision-making authority but bring forward activity reports and recommendations for discussion and decision of the FNHC.
- 7.3 Working Groups will operate in a cost-effective manner, within prudent use of available resources.

8.0 FNHC SECRETARIAT

- 8.1 The work of the FNHC will be supported by an FNHC Secretariat, responsible for supporting the political agenda and mandate of the FNHC, carrying out financial and administrative support matters for the FNHC, and liaising on behalf of the FNHC with the staff of the FNHA, FNHDA, and other partner organizations in support of the work of the FNHC.
- 8.2 The FNHC and the FNHA will enter into a Memorandum of Understanding to further describe the provision of the FNHC Secretariat, including reporting relationships, financial matters, and access to corporate services from the FNHA to support the work of the FNHC.

VALUE: Fairness

We work to improve the health and wellness of all First Nations in BC. Our decision-making reflects the best interests of all First Nations, and leads to just and equitable treatment amongst all First Nations communities, First Nations organizations, and across all regions of British Columbia. We are committed to make room for everyone, and are inclusive in our communications, information-sharing, and discussions.

9.0 ACCOUNTABILITY, ENGAGEMENT AND REPORTING

9.1 The FNHC is accountable to all First Nations communities in British Columbia.

9.2 The FNHC will provide ongoing reports on its activities to, and take guidance from, First Nations communities through the community engagement network, including but not limited to:

- Upholding the Engagement and Approval Pathway
- Providing reports and updates at Regional and Sub-Regional Caucus meetings and at Gathering Wisdom for a Shared Journey forums
- Preparing reports, communique, correspondence, and newsletters

9.3 The FNHC upholds the principle of reciprocal accountability, meaning that each FNHC member takes responsibility for their conduct, one to another. It also means that, for every commitment demanded from one another or the team comes a responsibility to reciprocally demonstrate commitment to the process.

9.4 The FNHC will comply with policies and procedures set by the FNHA Board of Directors for financial matters, including the FNHC remuneration policy set out in Appendix C.

10.0 BREACH OF THE TERMS OF REFERENCE

10.1 FNHC members are expected to uphold the provisions of this Terms of Reference, including the Appendices. FNHC members may be dismissed from the FNHC for failure to abide by the Terms of Reference and Appendices.

10.2 Where there has been a perceived breach of this Terms of Reference or Appendices, the FNHC will approach the perceived breach as a learning opportunity, aiming to resolve the issue in a good and productive manner. In the event of a perceived breach, the FNHC Chair must be informed immediately (unless the perceived breach involves the FNHC Chair, in which case the perceived breach shall be reported to the FNHC Deputy Chair). The identity of any person who reports a perceived breach involving an FNHC member will be held in strict confidence.

VALUE: Relationships

We believe that effective working relationships with First Nations, tripartite partners, and with one another are the foundation for achieving our vision and implementing our health plans and agreements. We commit to fostering effective working relationships and camaraderie underpinned by: trust; honesty; understanding; teamwork; and, mutual support. We also acknowledge that humour and laughter are both good medicine, and a good way to build relationships.

10.3 When a perceived breach has been reported to the FNHC Chair, the FNHC Chair will engage in efforts to first informally resolve the perceived

breach in a productive manner. This will include engaging in discussion with the FNHC member suspected of the alleged breach about the report and an appropriate response and resolution that upholds the Terms of Reference and applicable policies and procedures. The FNHC Chair may call upon the FNHC Deputy Chair and other members of the FNHC as appropriate to assist in bringing about a positive resolution to the perceived breach.

- 10.4 Should the process in 9.3 not bring a satisfactory resolution to the issue, the issue will be brought forward to a full FNHC meeting for an in-camera discussion in an effort to bring resolution to the issue, including any decision required regarding the continued participation of the FNHC member.
- 10.5 Following the resignation or removal of any FNHC member, the FNHC will issue correspondence to the Sub-Regional Caucus that appointed that FNHC member explaining the rationale for that FNHC member's removal or resignation. Further, at the next scheduled opportunity following the removal of any FNHC member, the FNHC Chair or Deputy Chair and/or other FNHC members from that Region will attend the Regional or Sub-Regional Caucus to further discuss, explain, and respond to any questions that may arise about the resignation or removal of that FNHC member.

11.0 AMENDMENT AND REVIEW

- 11.1 Any FNHC member may, at any time, submit a formal request for an amendment to this Terms of Reference for consideration by the FNHC. Amendments to this Terms of Reference will enter into force upon the approval of the FNHC at a duly convened FNHC meeting.
- 11.2 This Terms of Reference will be reviewed annually by the FNHC Chair, Deputy Chair and FNHC Secretariat, which will make any recommendations for amendments to the FNHC at a duly convened FNHC meeting in March of each year.
- 11.3 A substantive review of this Terms of Reference will take place in 2015, when the work of the FNHC has proceeded from the transition stage to the transformation stage.

APPENDIX A: FNHC CODE OF CONDUCT

VALUES

The FNHC, FNHDA and FNHA agreed to the following common set of values to guide the conduct, collective efforts and the relationship within and amongst the three entities and their members, and their relationship with partners and First Nations.

- *Respect*

We believe that maintaining respectful relationships is fundamental to the achievement of our shared vision. Respectful relationships are built upon the recognition that we all have something to contribute, as individuals and as the three components of the First Nations health governance structure. Therefore, we commit to treating each other with dignity and generosity, being responsive to one another, and acknowledging that each entity has their own respective processes and practices. We are also committed to respectful interactions with First Nations, tripartite partners, and other collaborators.

- *Discipline*

We have the historic opportunity to achieve transformative change in First Nations health and wellness, and an obligation to make the most of this opportunity. This will require discipline amongst us, including through: loyalty to one another and our shared vision; upholding and supporting our roles, responsibilities, decisions, and processes; maintaining and nurturing unity and a united front; integrity and reliability in fulfilling our commitments, and accountability to one another for these commitments and contributions; and, solutions-oriented and active participation.

- *Relationships*

We believe that effective working relationships with First Nations, tripartite partners, and with one another are the foundation for achieving our vision and implementing our health plans and agreements. We commit to fostering effective working relationships and camaraderie underpinned by: trust; honesty; understanding; teamwork; and, mutual support. We also acknowledge that humour and laughter are both good medicine, and a good way to build relationships.

- *Culture*

We are here because of those that came before us, and to work on behalf of First Nations. We draw upon the diverse and unique cultures, ceremonies, customs, and teachings of First Nations for strength, wisdom, and guidance. We uphold traditional and holistic approaches to health and self-care and strive to achieve a balance in our mental, spiritual, emotional, and physical wellness.

- *Excellence*

We are humbled and honoured to have been asked by First Nations to work on their behalf to improve health and wellness, and have a moral and personal responsibility to strive for excellence. Excellence means that our outcomes are sustainable, that our processes are professional and transparent, and that we commit to learn continuously – through capacity development opportunities, from each other and from new, different and innovative models worldwide.

- *Fairness*

We work to improve the health and wellness of all First Nations in BC. Our decision-making reflects the best interests of all First Nations, and leads to just and equitable treatment amongst all First Nations communities, First Nations organizations, and across all regions of British Columbia. We are committed to make room for everyone, and are inclusive in our communications, information-sharing, and discussions.

BEHAVIOURS

All members of the FNHC, including the Chair and Deputy Chair, will:

- Respect and acknowledge the cultural values, practices, and beliefs of all First Nations in BC.
- Make decisions that benefit all First Nations in BC, regardless of where they live, and represent the collective views of all First Nations in BC, supported by the process for addressing regional issues outlined in Appendix B.
- Ensure they have the time to commit to their roles and responsibilities as an FNHC member and to completing any additional work that they assume as an FNHC member. This includes reviewing all background materials in preparation for FNHC meetings. No “leave of absence” is available for FNHC members to accommodate other priorities.
- Comply with all the policies, bylaws and other agreed rules and procedures that apply to FNHC members, including the FNHC Terms of Reference and the FNHA Constitution and Bylaws.
- Fulfill their obligations and responsibilities competently, honestly, in good faith and with integrity, upholding the highest ethical standards.
- Ensure that the FNHC and FNHA are kept informed of issues that are relevant to or that impact upon the functions, roles and responsibilities of the FNHC.
- Keep First Nations communities informed of FNHC progress and activities and ensure that all key FNHC documents that impact First Nations communities are brought to First Nations communities for consideration and development.
- Treat fellow FNHC members with respect, and work with each other in a collaborative and consensus building manner, including by actively listening and respecting different points of view.
- Arrange their affairs so that outside interests do not jeopardize their professional judgment, integrity, impartiality or competence in decision-making.

- To protect the integrity of the FNHC from the perception of any partisanship, submit their resignation to the FNHC should they decide to pursue a full or half-time political leadership position at a provincial or national level.
- Submit their resignation to the FNHC should they be convicted of any criminal offence apart from any conviction arising from an exercise of Aboriginal title and rights.

DISPUTE RESOLUTION

All FNHC members are required to practice active listening, and seek to understand different points of view in the pursuit of consensus building. All FNHC members are expected to actively endeavour to resolve any tensions, issues, or disputes amongst one another in a good and constructive manner.

If any disputes or issues arise between FNHC members, those members should make best efforts to resolve those issues between themselves. If that fails to resolve the dispute, the FNHC Chair will be called upon to assist in resolving the issue (if the FNHC Chair is involved in the dispute, the FNHC Deputy Chair will be called upon to assist). In the event that these efforts cannot resolve the dispute, the FNHC Policy Working Group or a sub-committee of the FNHC including a representative from each region will be asked to assist in mediating the dispute. As a last resort, the dispute will be brought forward to a full FNHC meeting for an in-camera discussion to bring resolution to the issue.

CONFLICT OF INTEREST

Context

This Conflict of Interest Policy has been written in accordance with the principles and functions set out in the Tripartite Framework Agreement on First Nation Health Governance ("Framework Agreement"). The Framework Agreement defines the roles and responsibilities of the First Nations Health Authority ("FNHA") and the First Nations Health Council ("FNHC") in order to ensure that there is a separation of political and business functions. The members of FNHC act in two roles, both as members of the FNHC and as members of the FNHA. This policy deals specifically with the role of member of the FNHC. There is a separate policy for the role of member of the FNHA.

The role and functions of the FNHC are set out in the main body of the terms of reference, of which this policy forms a part. The policy should be read in the context of that role and functions. Although the FNHC is not a legal entity, but rather an unincorporated association, this policy adopts the premise that Council Members have responsibilities to the FNHC as if it were a legal body.

Definitions

In this Policy:

- a) "private interest" means a pecuniary or economic interest or advantage and includes any real or tangible benefit that personally benefits the Council Member or his or her associate;

- b) "associate" means:
- i. a spouse of the Council Member;
 - ii. a son or daughter of a Council Member or of the spouse of a Council Member;
 - iii. a relative of the Council Member, other than his or her son or daughter, whether or not that person is living in the family residence, such as a first cousin, niece or nephew;
 - iv. a friend of the Council Member;
 - v. a corporation or other legal entity of which the Council Member beneficially owns, directly or indirectly, more than 20% of the voting rights;
 - vi. a corporation or other legal entity operating in the health sector, of which the Council Member beneficially owns, directly or indirectly, any of the voting rights;
 - i. a trust or estate in which the Council Member has a substantial beneficial interest or for which the Council Member serves as trustee; and
 - ii. a member of a professional association of which a Council Member is an executive member.
- c) "Council Member" means a member of the FNHC;
- d) "friend" includes an individual with whom the Council Member is connected by frequent or close association;
- e) "relative" means a relative by blood, legal, customary or culturally recognized adoption or marriage;
- f) "spouse" means a person to whom the Council Member is married or with whom the Council Member is living in a marriage-like relationship, including a person of the same gender, but does not include a person from whom the Council Member is separated or living apart and with whom the Council Member has entered into an agreement to live apart or who is the subject of an order of a court recognizing the separation; and
- g) "Terms of Reference" means the terms of reference for the FNHC, of which this policy forms a part.

Conflict of Interest

A conflict of interest is a situation in which the private interests of a Council Member conflict, potentially conflict or appear to conflict directly or indirectly with his or her responsibilities with respect to FNHC, as set out in the Terms of Reference.

An **actual conflict of interest** exists where a Council 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 Council Member's duty or function or the exercise of power, provided that she or he has not yet exercised that duty or function.

A **perceived conflict of interest** exists where informed people might reasonably hold the perception that a conflict of interest exists on the part of the Council Member. An example of a perceived conflict of interest is where the FNHC makes a decision that has the potential to provide a benefit to an associate of the Council Member; if the Council 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 Council Member had no influence on the decision, then the perception of a conflict of interest is greatly reduced.

Another example of a perceived conflict of interest would be where a Council Member takes part in negotiating a funding agreement with the FNHA on behalf of the band or other organization of which the Council Member is a member. While the Council Members of the FNHC do not make decisions on funding agreements, people might perceive that this Council Member was able to negotiate a more beneficial agreement, due to his or her membership of the FNHC. Council Members should therefore not take part in negotiations with the FNHA on behalf of their bands or other organizations. It is recognized that some Council Members will execute agreements on behalf of their bands or other organizations. This is acceptable, provided the Council Member has not taken part in the negotiations.

Accordingly, FNHC's primary and strongest defence 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, FNHC can most effectively reduce the risks associated with conflict of interest.

Each Council Member has a responsibility first and foremost to the welfare of FNHC. Except for systemic conflicts, as discussed below, every Council Member should avoid any situation in which there is an actual, potential, or perceived conflict of interest, which could interfere with the Council Member's judgment in making decisions in FNHC's best interest.

Examples of Conflict of Interest Situations

Because Council Members are appointed by their Regional Caucuses, there is a particular risk that they may have an actual, potential or perceived conflict. Due to the membership structure, certain conflicts are deemed to be acceptable and should not require the Council Member to be excluded from the discussion or voting. On the other hand, there will be situations where the conflicts are significant enough to require that the Council Member(s) in question be excluded from discussion or voting.

Particular conflict situations that arise from the multiple roles that Council Members hold will generally fall into one of four categories. The categories below can help guide the Council Member and the FNHC to determine whether the conflict is acceptable, will require the Council Member to be excluded from the discussion or voting, or will require the Council Member to withdraw from their role within the FNHC.

- (a) **Constituency Membership.** In situations where the Council Member has an interest in a matter or issue under consideration that is shared in common with a substantial section of the constituency of which he/she is a member and who appointed him or her to the FNHC, the Council Member will not be taken to have a conflict of interest for the purpose of this Code and is expected to participate in the discussion and voting. A Council Member's constituency is the group of communities, including the community in which the Council Member resides that elected or appointed him or her to the FNHC. Examples of such conflicts include discussions regarding:
- i. approving arrangements with regional sub-caucus groups; and
 - ii. commenting on the terms of sub-agreements under the Framework Agreement that involve assets in a particular region.
- (b) **Duty to the Constituency.** In situations where duties of a Council Member to the constituency that appointed him/her conflict with the Council Member's duty to FNHC, then the conflict is of a significant, ongoing nature and the Council Member shall be obligated to work with the other Council Members and with the constituency to resolve the issue in a way that upholds the Council Member's obligations to the FNHC. An example of such a conflict is:
- i. where the constituency is opposed to the objectives and goals set out in the Framework Agreement, and this opposition will hinder the Council Member's ability to assist the FNHC to meet its obligations under that Agreement.
- (c) **One-off.** In situations where a conflict arises that is not regularly recurring, conflicts can be managed under a well-defined protocol that requires the Council Member to disclose the conflict and refrain from participating in the discussion or voting. An example of such a conflict includes:
- i. approving arrangements that favour a narrow section of the Council Member's constituency to the exclusion of or disadvantage of other constituencies. Whenever the FNHC is involved in decisions that benefit one area of the Province over another, Members should consider whether it is appropriate for all Members to take part in the decision. Given the regional representation, it is expected that Members will represent their region appropriately in such decisions. However, where a decision might specifically benefit a narrower section of a Council Member's constituency, it may be appropriate for that Council Member to refrain from participating in the discussion or voting. Council Members should be alert to this issue and be pro-active in disclosing potential conflicts.
- (d) **Outside Employment or Association.** In situations where a Council Member accepts a position with an organization that could lead to a conflict of interest or perceived conflict of interest, then the conflict is of a significant, ongoing nature and the Council Member should resign from the FNHC.

Some general examples of situations that are likely to give rise to a conflict of interest include:

- (e) **Corporate Opportunity** — No Council Member should receive a direct or indirect financial benefit through the use or misuse of confidential information in relation to the business of FNHC. An indirect financial benefit would be a benefit to an associate of the Council Member or to the Council Member's employer. Examples of situations that could contravene this policy are:
 - i. taking advantage, for personal gain, of a business opportunity known because of one's position with FNHC;
 - ii. speculating in any commodity or real estate that is or is likely to be acquired or required by FNHC;
 - iii. seeking to influence FNHA staff to allocate funds so that an employer in a particular area will need to hire more specialists, where the Council Member has a relative who is an unemployed specialist living in that area; and
 - iv. seeking to influence FNHA staff who are negotiating a collective agreement, where the income of an associate of the Council Member is dependent on that collective agreement.

- (f) **Investment Activity** — Council Members may not, directly or indirectly through associates, acquire or dispose of any interest, including publicly traded shares, in any entity when in possession of confidential information obtained in the performance of their duties with FNHC that could affect the value of such interest.

- (g) **Confidential Information** — Council Members may come into possession of confidential information. Council Members should take particular care where the possession of such information might give rise to a perceived conflict of interest. Confidential information includes proprietary technical, business, financial, legal or director information, which the FNHC treats as confidential.

- (h) **Non-Profit Associations, Professional Associations, Band/First Nation Governance Organization Leadership** — A Council Member may reach a position of leadership in a non-profit or professional association where he or she may be viewed as a spokesperson for that group. Many Council Members also hold leadership positions in their local bands or other First Nations governance organizations such as tribal councils or treaty offices. In such situations, the Council Member should take reasonable steps to ensure that when speaking on behalf of that other organization, he or she is seen as speaking for the organization and not as a spokesperson of FNHC. An example of this would be:
 - i. lobbying a Regional Health Authority in relation to local hospital closures. The Council Member should be clear that any such lobbying is undertaken in his or her local capacity and should avoid reference to his or her membership of FNHC.

- (i) **Use of FNHC Name** — The use of FNHC's name must not be misappropriated for personal use by Council Members. Council Members should not make use of the name for their own personal

benefit or purposes. Council Members should ensure that any property assigned to them for business purposes in their role as members of the FNHC is maintained in good condition, and should be able to account for such property.

- (j) **Lobbying** — Due to the leadership role that Members take in the work of the FNHC, Council Members should take care that they do not seek to influence the decisions of the FNHA Board of Directors or staff. Examples of this would be:
- i. seeking to persuade FNHA staff to employ a particular individual associated with the Council Member or to enter into a contract with a company associated with the Council Member. This would not preclude a Council Member from encouraging a person to apply for a job, provided no additional advocacy was involved. Council Members should not pass on resumes directly – all applications should be made at arms' length;
 - ii. seeking to influence the Board of Directors of FNHA to allocate funding to a particular constituency or First Nations community that appointed the Council Member to the FNHC in priority over other constituencies or communities; and
 - iii. seeking to influence the FNHC to make decisions that would benefit the interests of other organizations or associations where that Council Member holds a senior role.
- (k) **Gifts** — Members should not accept entertainment, gifts or other favours that create or appear to create a conflict of interest, unless the gift is a non-monetary gift such as a painting or commemorative award that is worth not more than \$100. In the event that a Council Member receives a gift or favour because of his or her role as a Council Member that is worth more than \$100, then the FNHC shall discuss the gift or favour and determine if it was given to the Council Member for the personal benefit of the Council Member or for the FNHC as a whole. Council Members should not accept monetary gifts, including cash or other payments of money, that create or appear to create a conflict of interest. In all cases, Council Members shall disclose the receipt of entertainment, gifts or other favours to the FNHC.

These examples have been developed to provide guidance to Council Members in areas where actual, potential or apparent conflicts of interest may arise. This is not an exhaustive list.

Protocol for Dealing with Conflicts of Interest

Upon becoming a Council Member and in each following year each Council Member shall complete the disclosure form that is attached to this policy. Council Members shall notify the FNHC on the occurrence of any event that would change the information contained in the disclosure form.

In any event, a Council Member 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 of the FNHC, the person recording the meeting's proceedings shall note the declaration and the Council 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.

Where a Council Member is unsure of whether he or she is in conflict, that Council Member should raise the potential conflict with the other members of the FNHC. The FNHC shall seek legal advice as to whether or not a conflict exists and as to what steps can be taken to resolve the issue. The matter shall then be discussed at a meeting of the FNHC and a decision taken as to the best way to proceed in accordance with the procedures set out in the Terms of Reference. The Council Member with the potential conflict shall not vote on any such decision. The Council Member absents him/herself during discussion and voting by the remaining Council Members. The Council Member may be asked to return only to answer questions and clarify matters pertaining to the potential conflict.

A Council Member who perceives another Council Member to be in conflict should identify the potential conflict to the FNHC at the first opportunity. The FNHC shall seek legal advice as to whether or not a conflict exists and as to what steps can be taken to resolve the issue. The matter shall then be discussed at a meeting of the FNHC and a decision taken as to the best way to proceed in accordance with the procedures set out in the Terms of Reference. The Council Member absents him/herself during discussion and voting by the remaining Members. Before doing so, the Council Member may give the FNHC a statement on his/her opinion of whether a conflict exists. The Council Member may be asked to return to answer questions and clarify matters pertaining to the potential conflict.

Where a conflict of interest is discovered after consideration of a matter, the conflict must be declared to the FNHC and appropriately recorded at the first opportunity. If the FNHC determines that the Council Member's involvement has, or could be perceived to have, influenced the decision, the FNHC must re-examine the matter and may rescind, vary or confirm its decision.

**FIRST NATIONS HEALTH COUNCIL (FNHC)
FORM OF ANNUAL DECLARATION FOR COUNCIL MEMBERS**

Name: _____

This statement discloses information as of _____

1. I have read and understood the conflict of interest policy.
2. I have listed on the attached page(s) details of:
 - (a) any corporation or other legal entity of which I beneficially own, directly or indirectly, more than 20% of the voting rights;
 - (b) any corporation or other legal entity operating in the health sector of which I beneficially own, directly or indirectly, any of the voting rights;
 - (c) any trust or estate in which I have a substantial beneficial interest or for which I serve as trustee;
 - (d) any professional association of which I am an executive member; and
 - (e) any real property I own, other than my main residence.
3. I have received the following gifts in my role as a member of the FNHC since the date of any previous declaration:

4. I hold the following offices and employments in addition to my role as a member of the FNHC¹:

5. An actual, potential or perceived conflict of interest with my role as a member of the FNHC may arise because:

6. Other than as disclosed above, I do not have any relationships or interests that could compromise, or be perceived to compromise, my ability to exercise judgment with a view to the best interests of the FNHC.

¹ Please disclose all decision-making roles that you occupy whether or not these would currently give rise to a conflict of interest.

7. I agree to provide an updated Declaration annually or as may be required by changed circumstances.

Signature

Print name

Date

APPENDIX B: FNHC PROCESS FOR ADDRESSING REGIONAL ISSUES

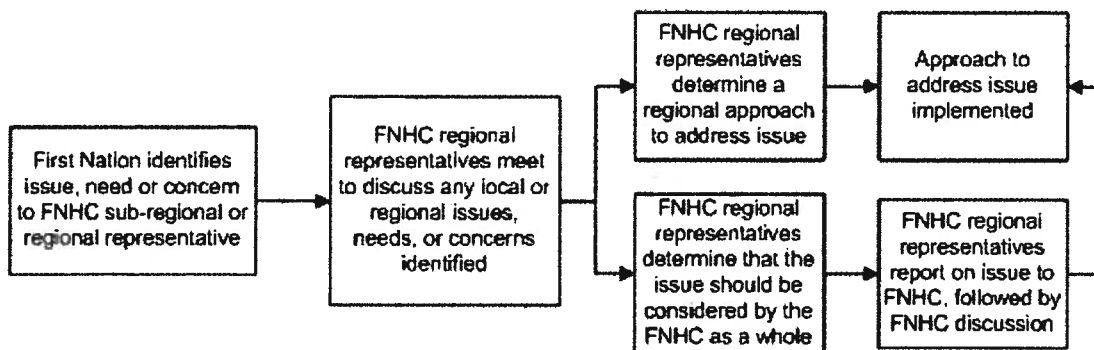
Context and Purpose

The FNHC is committed to providing leadership and support with respect to the health and wellness issues, needs and concerns of First Nations in a timely manner. Through the implementation of the health plans and resolutions passed at Gathering Wisdom for a Shared Journey Forums, the FNHC provides leadership for those issues, needs, and concerns shared by all First Nations. The FNHC, and particularly the three FNHC representatives within each region, has a role to provide leadership and support for issues, needs and concerns at a local or regional level. To ensure an appropriate focus on both provincial-level and regional and local-level issues, the FNHC has developed a communications process to ensure that regional and local matters are considered by the FNHC representatives regionally, and as appropriate, by the FNHC collectively.

Process to Support Regional Issues amongst the FNHC

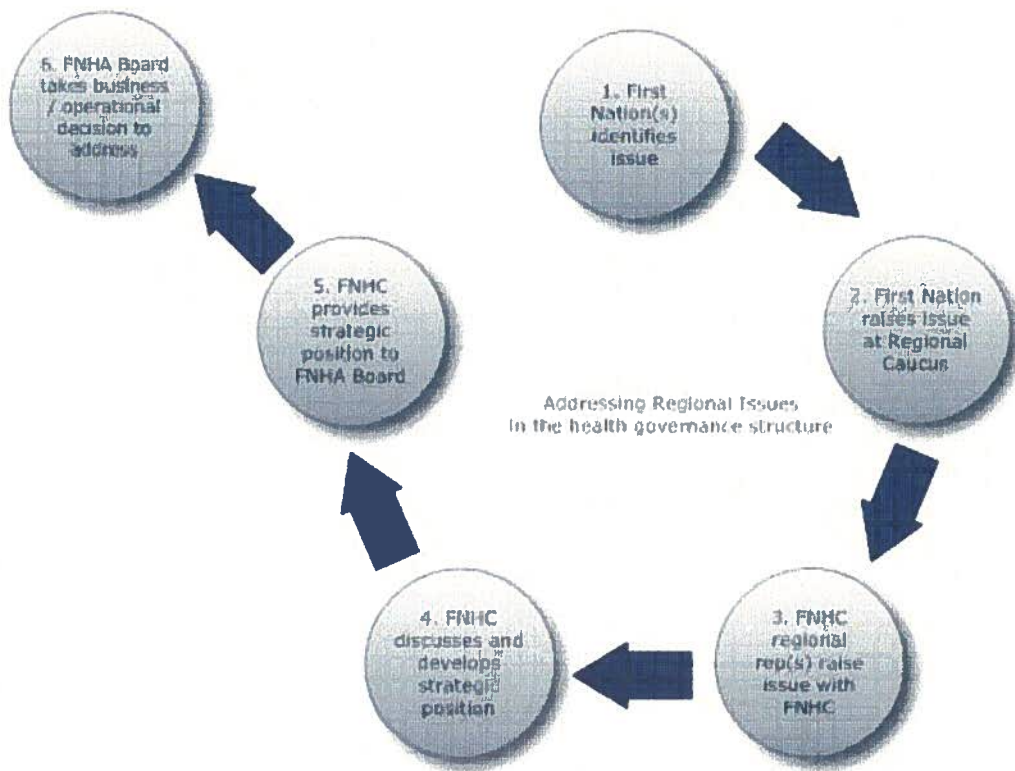
Upon receipt of correspondence or similar communication of any local, community, or regional issue and/or request for FNHC support, a timely reply will be provided to indicate that the matter will be considered by the appropriate representatives at the next opportunity. At each FNHC meeting, time will be set aside for the three FNHC representatives from each region (along with regional or FNHC Secretariat staff as required) to meet to discuss: any regional-specific approaches to the items to be discussed at the FNHC meeting; to share information and discuss any regional or local issues, needs or concerns; and, to develop a report on any regional or local issues, needs or concerns to bring forward to the full FNHC meeting. At each FNHC meeting, time will be set aside to receive a report from each region on any regional or local issues, needs or concerns for discussion amongst the full FNHC.

FNHC Process for Addressing Regional Issues



Some issues raised at the sub-regional or regional level may require involvement of or action by the FNHA and must be raised in a manner consistent with the *BC Tripartite Framework Agreement on First Nation Health Governance* and the Constitution and bylaws of the FNHA. Through the *Consensus Paper 2012: Navigating the Currents of Change – Transitioning to a new First Nations Health Governance Structure*, BC First Nations have supported the following process for addressing regional issues in the

health governance structure; this ensures that the Board may be regionally representative, while maintaining its obligation to make decisions of benefit to all BC First Nations.



APPENDIX C: FNHC REMUNERATION POLICY AND PROCEDURES

Remuneration Policy

1.0 Context

In developing this Policy and Procedures for the remuneration of the First Nations Health Council, including its Chair and Deputy Chair, the First Nations Health Authority (FNHA) Board of Directors are informed by comparisons to the remuneration policies and procedures of other organizations. In particular, the FNHA Board of Directors reviewed remuneration rates, categories, and processes of senior political roles in First Nations political organizations at the provincial and national level, as well as senior Board and Chair roles in the five Regional Health Authorities in BC. The FNHA Board then developed this FNHC Remuneration Policy and Procedures with the aim of achieving reasonable comparability with these other organizations performing similar functions in BC and Canada.

2.0 Purpose

The purposes of this policy are to:

- Set out remuneration for FNHC members and the FNHC Chair and Deputy Chair to fulfill their roles and responsibilities as members of the FNHC;
- Set out reimbursement for the FNHC Chair, Deputy Chair and FNHC members for expenses associated with fulfilling their roles and responsibilities as members of the FNHC; and,
- Establish a process to ensure that high standards of financial operations and accountability are maintained, and that no allegations of financial impropriety will be supported.

3.0 Definitions

“Meeting Fee” means a payment made to an FNHC member as remuneration for attending a FNHC or FNHC Working Group meeting. If the meeting lasts longer than four hours in a twenty four hour day, the full meeting fee is payable. If the meeting lasts four hours or less in a twenty-four hour day, only half of the meeting fee is payable.

“Allowable Fee” means a payment made to an FNHC member as remuneration for:

- Attending other meetings (not eligible for meeting fees), conferences, orientations, planning sessions, speaking engagements or social events, including work relating to the FNHC and the regions;
- Communicating and corresponding with First Nations on issues related to the FNHC; and,
- Other related duties that can be reasonably be expected of an FNHC member.

“Retainer” means:

1. A payment made to the FNHC Chair, Deputy Chair or an FNHC member as remuneration for activities related to:

- Review of information, documents, reports and emails required to maintain up-to-date understanding of the work of the FNHC and Working Groups;
- Travel time of FNHC members to and from meetings and other activities relating to the work of the FNHC;
- Communication with members of the FNHC and First Nations as can be reasonably expected of FNHC members outside of the definition of Meeting Fees and Allowable Fees; and,
- Administrative activities related to roles and responsibilities of FNHC members.

4.0 Meeting Fees

Meeting Fees will be paid to each FNHC member attending an FNHC meeting or FNHC Working Group meeting as follows:

- FNHC Members (greater than 4 hours) \$500 per day
- FNHC Members (4 hours or less) \$250 per day
- FNHC Members (2 hours or less) not applicable (covered by retainer)
- FNHC Deputy Chair (when acting as the FNHC Chair) \$700 per day

Ineligible for Meeting Fees:

- Attending conferences, orientations, planning sessions, speaking engagements or social events;
- Attending a meeting as a Member of the FNHA; and,
- Accumulated time (any meeting under two hours is covered by retainer payment)

5.0 Allowable Fees

Allowable Fees will be paid for all other activities of the FNHC members, as set out in the above definition, as follows:

- FNHC Members (greater than 4 hours) \$500 per day
- FNHC Members (4 hours or less) \$250 per day
- FNHC Members (2 hours or less) not applicable (covered by retainer)

Fees will be paid only for activities specifically related to roles and responsibilities as an FNHC member. Meetings and activities engaged in where members of the FNHC represent dual responsibilities (attendance at meeting as representatives for other agencies) should result in cost sharing for time. For example, if a member of the FNHC is attending a full day event representing both the FNHC (speaking engagement on behalf of FNHC) and their First Nation (participating in discussion as First Nation representatives) only \$250 should be claimed.

6.0 Retainer

Retainer will be paid for activities of the FNHC Chair, Deputy Chair and FNHC members, as set out in the above definition, as follows:

- Chair \$15,000 annually
- Deputy Chair \$11,000 annually
- FNHC member \$7,500 annually

7.0 Maximum Fees

Each FNHC member, with the exception of the FNHC Chair and Deputy Chair is eligible for a maximum amount of Meeting Fees and Allowable Fees up to \$28,000.00. This amount represents 56 working days per annum.

The FNHC Chair is eligible for the maximum amount of \$168,000 for Meeting Fees and Allowable Fees. This amount represents 240 working days per annum.

The FNHC Deputy Chair is eligible for a maximum amount of Meeting Fees and Allowable Fees up to \$59,000. This amount represents 118 working days per annum.

For greater clarity, the following chart summarizes the maximum compensation that may be received by FNHC members and the FNHC Chair and Deputy Chair:

	Calculation	Maximum Annual Amount
FNHC Member	<ul style="list-style-type: none"> • Retainer: \$7,500 • Maximum Allowable Fees: \$28,000 	\$35,500
FNHC Chair	<ul style="list-style-type: none"> • Retainer: \$15,000 • Maximum Allowable Fees: \$168,000 	\$183,000
FNHC Deputy Chair	<ul style="list-style-type: none"> • Retainer: \$11,000 • Maximum Allowable Fees: \$59,000 	\$70,000

8.0 Travel Time

Fees for travel time are not provided. The retainer payment described in section 6.0 above is inclusive of any FNHC members’ travel time associated with FNHC service.

9.0 Expenses

Expenses, including for accommodation, flights, meals and incidentals, for FNHC members, including the Chair & Deputy Chair, will be reimbursed according to the FNHA Travel Policy, which may change from time to time.

10.0 Remuneration Payment

All FNHC members must sign a letter verifying their employment status (i.e. self-employed, on a term arrangement (i.e. Chief) or employed). FNHC members that are currently on a term employment arrangement (i.e. Chief) must have all of their meeting costs, allowable fees, and expenses paid to their employer unless their employer signs a Remuneration Payment Designation Letter designating the

payment to the individual rather than the employer. FNHC members that are employed on a full-time, permanent basis must have all their meeting fees, allowable fees, and expenses paid to their employer, and can make any arrangements deemed appropriate between themselves and their employer with respect to the payments.

Remuneration Procedures

1.0 Purpose

The purposes of this procedures document are to:

- Set out procedures for the FNHC members to claim remuneration for fulfilling their roles and responsibilities as set out in the FNHC Terms of Reference and in accordance with the FNHC Remuneration Policy.
- Set out procedures for the FNHC members to claim reimbursement for expenses incurred while fulfilling their roles and responsibilities as FNHC members.

2.0 Meeting Fees and Allowable Fees

Meeting Fees and Allowable Fees require a claim form. Claims for Meeting Fees (i.e. regular FNHC meetings and Working Group meetings) are automatically submitted by the FNHC Secretariat on a per-meeting basis for each FNHC member and do not require sign-off by the FNHC member. FNHC members must submit claims for Allowable Fees on a per-meeting or monthly basis to the FNHC Secretariat. Meeting Fees and Allowable Fees will be processed in accordance with the rates established in sections 3.0 and 4.0 the FNHC Remuneration Policy, to the appropriate individual or organization as per section 9.0 of the FNHC Remuneration Policy, and in accordance with the schedules, policies, and procedures of the FNHA Finance Department.

3.0 Retainer

Retainer payments do not require a claim form. Retainer payments for FNHC members will automatically be processed on a quarterly basis in the amount of \$1875.00 and to the FNHC Deputy Chair on a quarterly basis in the amount of \$2750. Retainer payments will be made directly to the FNHC member regardless of employment status. The retainer processing schedule occurs on the last Thursday of the following months:

- June
- September
- December
- March

4.0 Expenses

Travel claims are to be submitted by the FNHC member to the FNHC Secretariat on a monthly basis. Expenses will be reimbursed to the appropriate individual or organization as per section 9.0 of the FNHC

Remuneration Policy, and in accordance with the rates, schedules, policies, and procedures of the FNHA finance department and established in the FNHA Travel Policy.

Travel arrangements for FNHC members will be arranged through a designated representative of the FNHC Secretariat in accordance with the FNHA Travel Policy. FNHC members that make their own travel arrangements will only be reimbursed in accordance with the rates established in the FNHA Travel Policy.

5.0 Approval and Monitoring Process


FNHC members' remuneration and travel claims and required documentation, including those of the FNHC Chair and Deputy Chair, are to be submitted to the FNHC Secretariat for review. The FNHC Secretariat will approve claims that are in accordance with the applicable budget and financial policy and procedure of the FNHA. The FNHC Secretariat will submit approved remuneration and travel claims to the FNHA finance department for processing. The FNHC Secretariat will provide quarterly reports to each FNHC member on the number of days accumulated and the number of days remaining as described in the FNHC Remuneration Policy, section 5.0 Maximum Fees.

Any claims submitted outside of applicable budget and policy will be provided to the appropriate FNHA Officer for resolution.

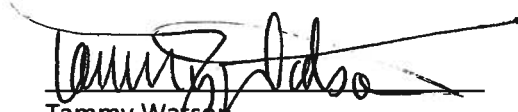
We the members of the FNHC, accept these Terms of Reference and agree to comply by them.



Warner Adam



Charles Morven



Tammy Watson



Chief Ko'waintco Michel




Gwen Phillips




Chief Bernie Mack



Chief David Michael Harry



Nick Chowdhury




Cliff Atleo, Sr.




Grand Chief Doug Kelly



Chief Maureen Chapman



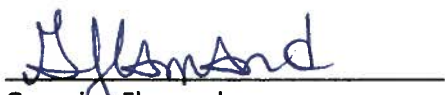
Chief Willie Charlie



Ernest Armann



Leah George-Wilson



Georgia Flamand