

TERMS OF REFERENCE: NORTHERN REGIONAL TABLE

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TERMS OF REFERENCE: NORTHERN REGIONAL TABLE

PURPOSE

The purpose of this Terms of Reference is to set out the mandate, structure, roles and responsibilities, accountabilities, and processes of the Northern Regional Table (NRT).

All NRT members have gifts and talents they bring to the work of the NRT, 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, and any other applicable policies and procedures.

1. BACKGROUND AND GUIDING DOCUMENTS

On 11 May 2012, the First Nations Health Council, Northern Health Authority and the Interim First Nations Health Authority signed the *Northern Partnership Accord* committing the Parties to work in partnership to improve outcomes for First Nations in Northern BC in the areas of: relationships, health, and well-being, and to ensure community-driven participation in the successful implementation of the *Transformative Change Accord: First Nations Health Plan (2006)*, *Tripartite First Nations Health Plan (2007)* and subsequent agreements as well as to support BC First Nations in building and enhancing provincial partnerships at the regional and local level.

At Gathering Wisdom IV in May 2011, the overwhelming majority of political leadership passed Motion 2011-01 which includes the clause:

(1): First Nations Health Council established a First Nations Health Society (now: First Nations Health Authority) to act as the business arm of the First Nations Health Council, and to create a separation between the business and political functions of implementing the TCA: FNHP, MoU, and TFNHP.

It is well noted that the separation between the business and political functions continues to be upheld, wherein political representatives have a separate and distinct process from the business and operational aspects of FNHA.

The Northern Health Caucus created the NRT to represent them in the implementation of the above agreements and have adopted the seven Directives – governance standards to guide the work of the NRT 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

The NRT work of the NRT in implementing the above health agreements are also guided by the six values adopted by the FNHC, FNHA and FNHDA as expanded in Appendix A.

Respect, Discipline, Relationships, Culture, Excellence, and Fairness

2. MANDATE

The Northern Regional Caucus provided a mandate to the Northern Regional Table to represent the elected Leadership (three First Nations Health Council Representatives), the Northern Health Directors (three First Nations Health Directors Association Board Members) and Northern First Nations Citizens (three elected community members) to provide a combined voice when working with the Senior Executive Members of Northern Health at the Northern First Nations Health Partnership Committee (NFNHPC).

3. MEMBERSHIP, TERM AND STRUCTURE

- 3.1. The NRT is composed of a total of nine members – one community member appointed by each of the three sub-regions in the North; The three elected Northern FNHC members and the three Northern FNHDA Board members.
- 3.2. The terms of the FNHC Reps and the FNHDA representatives coincide with their terms of their respective organizations. The three community members are elected for a three-year term.
 - 3.2.1. If a community member resigns their position on the NRT, or relocates to a different sub-region, the position will remain open until such time as there is a by-election in the sub-region for a new representative to serve for a new three term from the time of the new election.
 - 3.2.2. Transitional changes will require the outgoing NRT member to bring the new NRT member up to date with processes. An on-boarding package including background documentation will be provided by the FNHA Northern Regional Office.
- 3.3. Alternates to the NRT, including proxies, are not permitted.
- 3.4. The Northern Regional Executive Director (or delegate) and FNHA CEO (or delegate) are standing *ex officio* members

4. MEETINGS OF THE NORTHERN REGIONAL TABLE

- 4.1 Quorum:** For voting purposes, a quorum of the NRT is a simple majority of those present with at least one representative per Sub-Regional Caucus, and at least one of the FNHC Representatives in attendance in-person, by videoconference or teleconference.
- 4.2 Decision-Making:** The NRT will work to achieve consensus on issues identified and discussed – no common position or action is claimed unless NRT representatives can support the position or action. When consensus is not possible, the meeting minutes will reflect the dissenting points of views. If a decision is required, decisions will be made by a majority of votes where a quorum of NRT representatives is present and follow the decision-making framework described in *Appendix E* of the Northern Caucus TOR. In the event of a dispute, the affected parties will seek to resolve the dispute in accordance with processes described in these Terms of Reference or other processes determined by the affected parties following appropriate political protocol or custom. The NRT Chairperson will ensure that those representatives who are present at meetings are in agreement of a decision before announcing decisions as approved.

4.3 Meeting Records: The meeting minutes will include a record of decisions, action items and summary minutes to be distributed to members of the NRT.

4.4 Meeting Dates and Agendas: The meeting dates and agendas will be set by the NRT Chair and notices provided to caucus members at least two weeks in advance of the meeting dates.

5 ROLES AND RESPONSIBILITIES

The NRT works on behalf of all Northern BC First Nations and takes its collective direction from Northern First Nations. At a regional level, the NRT representatives from each sub-region also take direction from their respective Sub-Regional Caucuses, bringing feedback to the NRT and undertaking regional-specific health and wellness efforts. Individually, each NRT member has responsibilities to advance the regional and provincial-level work of the NRT.

5.1 NRT Members (Individually)

- 5.1.1** NRT members are expected to attend all NRT and NFNHPC meetings, and be punctual;
- 5.1.2** Abide by this Terms of Reference and the Code of Conduct (Appendix A);
- 5.1.3** Support the Regional office to report to First Nations on NRT activities and progress, and receive guidance and direction from First Nations on the work of the NRT;
- 5.1.4** Bring forward any sub-regional issues to their fellow regional representatives on the NRT as a whole;
- 5.1.5** Diligently prepare for, attend, and actively contribute to the operations, activities, and meetings of the NRT and NFNHPC;
- 5.1.6** Provide advice and recommendations that address common interests of First Nations in Northern BC;
- 5.1.7** Support a unified voice of the NRT in reporting to and communicating with First Nations;

5.2 NRT Members (Collectively)

- 5.2.1** Approve and uphold the Terms of Reference with copies made freely and publicly available to the Northern Caucus, FNHA, FNHC, FNHDA and Health partners.
- 5.2.2** Ensure there is fairness and equity for the distribution of Regional Envelope Funding.
- 5.2.3** Provide advice and recommendations that benefit all Northern First Nations citizens, regardless of where they live, and represent the collective views of First Nations in the North.
- 5.2.4** Provide dedicated leadership for the implementation of the health plans in partnership with Northern Health, including participation in various committees and processes.
- 5.2.5** Develop and implement agreements and arrangements with Northern Health
- 5.2.6** Engage with key stakeholders, organizations and government agencies, as appropriate.
- 5.2.7** Develop the Northern First Nations Health and Wellness Plan in concert with Northern Health.
- 5.2.8** Collaborate with the FNHC, FNHDA, FNHA and Northern Health to implement the Northern First Nations Health and Wellness Plan.

- 5.2.9** Select one representative of the NRT to participate in twice annual meetings of the Tripartite Committee on First Nations Health.
- 5.2.10** Carry out work directed by the Northern Caucus.
- 5.2.11** Provide advice and recommendations to the Regional Executive Director with respect to engagement with First Nations in the region.
- 5.2.12** Provide advice and recommendations to support Northern First Nations in achieving their health priorities and objectives.
- 5.2.13** Health Advocacy and Relationships;
 - 5.2.13.1** 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.
- 5.2.14** Promote and ensure communication, transparency, cost-effectiveness and accountability of NRT to First Nations and other partners.
- 5.2.15** Undertake Northern engagement in accordance with Engagement and Approvals Pathway.
- 5.2.16** Uphold appropriate separation of FNHA operations and FNHC political functions, per Resolution 2011-01, Motion 2011-01 (I)
- 5.2.17** 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 Northern Health.

6 CHAIR AND CO-CHAIRS

The NRT selects a Chair from amongst the three FNHC Representatives. The remaining two FNHC representatives are the Co-Chairs of the NRT. The NRT Chair is responsible for providing leadership for the work of the NRT, and carrying out the direction of the Northern Caucus.

6.1 The role of the Chair is to:

- 6.1.1** Moderate all regular and special NRT meetings and working groups, and other meetings with Northern Health or other organizations as required, including developing the agenda and associated outcomes, managing the meeting in accordance with that agenda, and summarizing discussion and decisions;
- 6.1.2** Provide leadership to support the NRT to achieve its milestones, work plans, and outcomes, including through providing leadership: in the development of plans, strategies, and NRT meeting agenda; in tripartite and other partnership discussions to advance the work of the NRT; in developing and implementing tripartite and other agreements and the plans of the NRT; and, in carrying out the direction of the Northern Caucus;
- 6.1.3** Nurture and maintain an effective working relationship with the FNHA, FNHDA, Northern Health, tripartite partners, and other collaborators;
- 6.1.4** Work with, and accept guidance from, the Joint FNHC/FNHDA Secretariat with regard to supporting and carrying out the work of the NRT;
- 6.1.5** Play a leadership role in resolving disputes in a good way, including disputes between NRT members and disputes between NRT members and other parties with respect to the work of the NRT;
- 6.1.6** Appoint a co-Chair to resolve disputes that involve the lead Chair;
- 6.1.7** Seek third-party intervention from a different Region if warranted;

- 6.1.8** Serve as a representative and spokesperson of the NRT when presenting to the Northern Caucus;
- 6.1.9** Involve the FNHA communications staff when addressing media enquiries and requests;
- 6.1.10** Provide leadership for the NRT to evaluate its performance and progress, and make improvements;
- 6.1.11** Call upon other NRT members to fulfil duties, assign work or attend activities outside NRT meetings as required;
- 6.1.12** Set NRT meeting dates and locations up to 12 months in advance with the assistance of FNHA staff;
- 6.1.13** Other duties as may be assigned by the NRT;
- 6.1.14** A duly called meeting is one that has been called according to the requirements laid out in the terms of reference 5.1.9

6.2 The role of the Co- Chairs:

- 6.2.1** As required, take on the responsibilities of the Chair.
- 6.2.2** Collaborate on key NRT functions, including but not limited to: moderating meetings; attending meetings; preparing agendas and documents for NRT meetings; nurturing and maintaining an effective working relationship with Northern Health.
- 6.2.3** Other duties as may be assigned by the NRT.

7 GUIDING PRINCIPLES

The NRT will uphold the following Ground Rules for Meetings which have their basis in the 7 Directives, Shared Values, the Code of Conduct and the Leadership Statement:

7.1 Respect the Meeting and Each Other

- 7.1.1** Be punctual in arriving to the meeting and in returning from breaks;
- 7.1.2** 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;
- 7.1.3** Actively listen and focus your attention on your peers and the work – electronic devices to be put on silent / vibrate and where necessary, leave the room to take the call. Breaks will be provided to respond to less than urgent emails and phone messages;
- 7.1.4** Express concerns as concisely as possible, do not repeat previous points of discussion, and focus comments on action items or recommendations;
- 7.1.5** 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 per the attached Code of Conduct;
- 7.1.6** It is a serious breach to divulge information to others about confidential matters of the meeting or of other representatives;
- 7.1.7** 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.

7.2 Respect the Role of the Chair

- 7.2.1** Respond to the Chair who is conducting the meeting;
- 7.2.2** Actively listen to the Chair when they deliver discussion summaries or recaps after each agenda item and at the end of the meeting;
- 7.2.3** Address any concerns about the discussion or the meeting with the Chair. It is the Chair's job to bring the meeting to order.

7.3 Chair will respect NRT Representatives

- 7.3.1** Start and adjourn the meeting on time;
- 7.3.2** Encourage full participation by facilitating roundtable discussions;
- 7.3.3** Help participants identify their interests, not just their positions;
- 7.3.4** Respect the views of others by listening carefully and helping participants feel valued;
- 7.3.5** Acknowledge and use differences of opinions to enrich the group process;
- 7.3.6** Respectfully restrain overlong interventions from meeting participants, and refrain from giving overlong interventions as the Chair;
- 7.3.7** Redirect side-tracked discussion or peripheral issues by summarizing what was said, politely directing back to the agenda, and move on;
- 7.3.8** Discourage anyone who interrupts and instruct them to wait until called to speak;
- 7.3.9** Encourage and facilitate the resolution of contradictory feedback and perspectives provided by meeting participants;
- 7.3.10** Ensure that each NRT member has equal opportunity to present concepts, ideas, proposals and counter proposals to the Table without prejudice;
- 7.3.11** Encourage a healthy respect for the facts and establish zero tolerance for disrespectful behaviour;
- 7.3.12** Play a facilitative role in dealing with conflicts effectively;
- 7.3.13** Check in periodically with how the group feels about the progress on their purpose.

8 PROCESS

- 8.1** NRT meetings will be held as required within prudent use of available resources. The NRT will target regular meetings three times every one year in advance, plus one additional annual planning session that is all set up to one year in advance. Meetings may be held in-person or by videoconference or teleconference.
- 8.2** For voting purposes, a quorum of the NRT is a simple majority of those present with at least one representative per Sub-Regional Caucus, and at least one of the FNHC Representatives in attendance in-person, by videoconference or teleconference.
- 8.3** Decision-Making: The NRT will work to achieve consensus on issues identified and discussed – no common position or action is claimed unless NRT representatives can support the position or action. When consensus is not possible, the meeting minutes will reflect the dissenting points of views.
 - 8.3.1** If a decision is required, decisions will be made by a majority of votes where a quorum of NRT representatives is present;

- 8.3.2** In the event of a dispute, the affected parties will seek to resolve the dispute in accordance with processes described in the Northern Caucus Terms of Reference or other processes determined by the affected parties following appropriate political protocol or custom;
- 8.3.3** The NRT Chairperson will ensure that those representatives who are present at meetings are in agreement of a decision before announcing decisions as approved;
- 8.3.4** Meeting Records: The meeting minutes will include a record of decisions, action items and summary minutes to be distributed to members of the NRT;
- 8.4** NRT members are expected to attend all NRT meetings, and be punctual. Attendance will be recorded in the minutes of each NRT meeting. Any NRT member that meets one of the following conditions will no longer be a member of the NRT:
 - 8.4.1** The representative resigns from the NRT, FNHC or FNHDA;
 - 8.4.2** Has two un-notified absences in a row;
 - 8.4.3** Has three notified absences in a row;
 - 8.4.3.1** Absences will be excused in the event of a death and/or sickness of a family member and other exceptional circumstances such as a pandemic crisis whether the circumstance is localized or across the Region;
 - 8.4.3.2** Notifications of absences may be provided to the Chair or the *ex officio* FNHA Representative;
 - 8.4.4** Chair will be responsible for follow-up for violations of this section;
 - 8.4.5** If a community member resigns or is removed from their position on the NRT, the position will remain open until such time as there is a by-election in the sub-region for a new representative to serve for a new three year term from the time of the new election.

9 WORKING GROUPS

- 9.1** The NRT may, by motion at a duly convened NRT meeting, establish standing or ad-hoc Working Groups to provide guidance and direction to key milestones and functions of the NRT.
- 9.2** NRT Working Groups do not have decision-making authority but bring forward activity reports and recommendations for discussion and decision of the NRT.
- 9.3** Working Groups will operate in a cost-effective manner.

10 SECRETARIAT

- 10.1** The work of the NRT will be supported by the Northern Regional Office, responsible for supporting the political agenda and mandate of the NRT, administrative support matters for the NRT, and liaising on behalf of the NRT with the staff of the FNHA, FNHDA, and other partner organizations in support of the work of the NRT.
- 10.2** The Shared Secretariat provides direct support to the FNHC and FNHDA members in Provincial matters and meetings.

11 ACCOUNTABILITY, ENGAGEMENT AND REPORTING

- 11.1** The NRT is accountable to all Northern First Nations communities in BC.
- 11.2** The NRT 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:
 - 11.2.1** Report to the Northern Caucus on NRT activities
 - 11.2.2** Follow up on the direction provided by Northern Caucus
 - 11.2.3** Report as frequently as possible to respective Sub-Regional Caucuses
- 11.3** Work in collaboration with the Regional Executive Director and health leads
- 11.4** Work collaboratively to develop regional priorities and approaches with support and direction from the Northern Caucus
- 11.5** Ensuring staff follow-up on communications material/information and correspondence.
- 11.6** Ensure effective use of regional envelopes by advising the Regional Executive Director accordingly.
- 11.7** Provide direction and take responsibility with respect to regional funding distribution over \$50,000

12 BREACH OF THE TERMS OF REFERENCE

- 12.1** NRT members are expected to uphold the provisions of this Terms of Reference, including the Appendices. NRT members may be dismissed from the NRT for failure to abide by the Terms of Reference and Appendices.
- 12.2** Where there has been a perceived breach of this Terms of Reference or Appendices, the NRT will approach the perceived breach as a learning opportunity, aiming to resolve the issue in a good and productive manner.
 - 12.2.1** In the event of a perceived breach, the NRT Chair must be informed immediately (unless the perceived breach involves the NRT Chair, in which case the perceived breach shall be reported to the NRT Co-Chairs);
 - 12.2.2** The identity of any person who reports a perceived breach involving an NRT member will be held in strict confidence.
- 12.3** When a perceived breach has been reported to the NRT Chair, the NRT Chair will engage in efforts to first informally resolve the perceived breach in a productive manner. This will include engaging in discussion with the NRT 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;
 - 12.3.1** The NRT Chair may call upon the Co-Chairs and other members of the NRT as appropriate to assist in bringing about a positive resolution to the perceived breach.
- 12.4** Should the process in 12.3 not bring a satisfactory resolution to the issue, the issue will be brought forward to a full NRT 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 NRT member.

- 12.5** Following the resignation or removal of any NRT member, the NRT will issue correspondence to the Sub-Regional Caucus that appointed that NRT member explaining the rationale for that NRT member’s removal or resignation. Further, at the next scheduled opportunity following the removal or resignation of any NRT member, the NRT Chair 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 NRT member.
- 12.5.1** The Chair and RED will initiate the necessary actions pertaining to any vacant position at the NRT

13 AMENDMENT AND REVIEW

- 13.1** Any NRT member may, at any time, submit a formal request for an amendment to this Terms of Reference for consideration by the NRT. Amendments to this Terms of Reference will come into effect on the approval of the NRT at a duly convened NRT meeting.
- 13.2** This Terms of Reference will be reviewed on an annual basis.
- 13.3** A substantive review of this Terms of Reference will take place annually, commencing in the Summer of 2021.

14 HONORARIA

- 14.1** FNHC Representatives will receive honoraria via the Shared Secretariat per the FNHC Terms of Reference.
- 14.2** Honoraria for Health Directors attending meetings (per 14.3.1) will be paid directly to their employer as compensation for time taken from the Health Director’s regularly scheduled duties.
- 14.3** Elected Community members who are not FNHC Representatives at the Northern Regional Table, are eligible receive an honoraria based on the same scale as provided to FNHC members, but paid through the Northern Regional Office directly to the elected member.
- 14.3.1** Elected Community members will receive honoraria for attending scheduled meetings (virtual or in-person):
- a) NRT meetings
 - b) NFNHPC meetings
 - c) Sub Regional sessions
 - d) Regional Caucus meetings

-	under 120 min	(2hrs)	No Honoraria paid
-	120 min – 240 min	(2hrs – 4hrs)	\$250.00
-	241 min +	(4hrs +)	\$500.00

14.4 Fees will be paid only for activities specifically related to roles and responsibilities as an NRT member. Meetings and activities engaged in where members of the NRT represent dual responsibilities (attendance at meeting as representatives for other agencies) should result in cost sharing for time claimed.

14.5 Ineligible for meeting fees

14.5.1 Attending conferences, speaking engagements, or social events;

14.5.2 Attending other meetings as a Member of the NRT;

14.5.3 Accumulated time.

14.6 Maximum Fees

14.6.1 Each of the six NRT members (non FNHC Members) are eligible for an annual maximum amount of meeting fees not to exceed \$6,000. This amount represents a maximum of 12 working days per fiscal year.

14.6.2 These per diem honoraria are paid over and above travel expenses (as per travel policies) issued to NRT members attending meetings. Travel expenses for community and FNHDA representatives to the NRT are and will continue to be paid from the Regional budget.

14.6.3 Honorarium and Travel expense forms are to be submitted to Senior Analyst Regional Governance who will then approve and submit for processing. Payment for honorarium and travel expense usually take up to four weeks to process after receiving the claim.

15 TRAVEL REIMBURSEMENT

15.1 Travel and accommodations for FNHC members are covered by the Shared Secretariat in accordance to the FNHC TOR

15.2 Travel and accommodations costs for those who are not FNHC Representatives are reimbursed by the FNHA Northern Regional Office, when the FNHA Northern Regional Office receives a travel claim and original receipts.

15.3 Travel claims and accompanying original receipts need to be received by the FNHA Northern Regional Office within 30 calendar days of the meeting to be paid.

16 BUDGET

16.1 A training budget will be established and controlled by the Northern Regional Office for the benefit of the NRT Members. Training may include, but not limited to the following subjects both initially and follow-up are required when there are changes in the NRT composition;

16.1.1 Chair Training

- 16.1.2** Robert's Rules of Order
- 16.1.3** Succession Training
- 16.1.4** Reading Financial Statements
- 16.1.5** Strategic Planning

APPENDIX A: NRT CODE OF CONDUCT

VALUES

The NRT agrees 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 Northern First Nations.

1. *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 Northern 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.

2. *Discipline*

We have the historic opportunity to achieve transformative change in Northern 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.

3. *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 humor and laughter are both good medicine, and a good way to build relationships.

4. *Culture*

We are here because of those that came before us, and to work on behalf of Northern First Nations. We draw upon the diverse and unique cultures, ceremonies, customs, and teachings of Northern 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.

5. *Excellence*

We are humbled and honored to have been asked by Northern 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.

6. *Fairness*

We work to improve the health and wellness of Northern First Nations in BC. Our decision-making reflects the best interests of Northern First Nations, and leads to just and equitable treatment amongst Northern First Nations communities, and Northern First Nations organizations. We are

committed to make room for everyone, and are inclusive in our communications, information-sharing, and discussions.

BEHAVIOURS

All members of the NRT, including the Chair and Co-Chair, will:

1. Respect and acknowledge the cultural values, practices, and beliefs of Northern First Nations in BC.
2. Make recommendations that benefit Northern First Nations in BC, regardless of where they live, and represent the collective views of all First Nations in BC
3. Ensure they have the time to commit to their roles and responsibilities as an NRT member and to completing any additional work that they assume as an NRT member. This includes reviewing all background materials in preparation for NRT meetings. No “leave of absence” is available for NRT members to accommodate other priorities.
4. Comply with all the policies, bylaws and other agreed rules and procedures that apply to NRT members, including these NRT Terms of Reference.
5. Fulfill their obligations and responsibilities competently, honestly, in good faith and with integrity, upholding the highest ethical standards.
6. Ensure that the FNHC, FNHDA, and FNHA are kept informed of issues that are relevant to or that impact upon the functions, roles and responsibilities of the NRT.
7. Keep Northern First Nations communities informed of NRT progress and activities and ensure that all key documents that impact Northern First Nations communities are brought to Northern First Nations communities for consideration and development.
8. Treat fellow NRT 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.
9. Arrange their affairs so that outside interests do not jeopardize their professional judgment, integrity, impartiality or competence in decision-making.
10. To protect the integrity of the NRT from the perception of any partisanship, submit their resignation to the NRT should they decide to pursue a full or half-time political leadership position at a provincial or national level.
11. Submit their resignation to the NRT should they be convicted of any criminal offence apart from any conviction arising from an exercise of Aboriginal title and rights.

DISPUTE RESOLUTION

All NRT members are required to practice active listening, and seek to understand different points of view in the pursuit of consensus building. All NRT 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 NRT members, those members should make best efforts to resolve those issues between themselves. If that fails to resolve the dispute, the NRT Chair will be called upon to assist in resolving the issue (if the NRT Chair is involved in the dispute, the NRT Co-Chairs will be called upon to assist). In the event that these efforts cannot resolve the dispute, the dispute will be brought forward to a full NRT meeting for an in-camera discussion to bring resolution to the issue. Failing these measures, a binding decision may be requested from a third party, which may include the Chair of either the FNHC or the FNHDA Board Chair, or both.

CONFLICT OF INTEREST

1. *Context*

- 1.1. 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.
- 1.2. The role and functions of the NRT 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 NRT is not a legal entity, but rather an unincorporated association, this policy adopts the premise that NRT Members have responsibilities to the NRT as if it were a legal body.

2. *Definitions*

In this document:

- 2.1 "private interest" means a pecuniary or economic interest or advantage and includes any real or tangible benefit that personally benefits the NRT Member or his or her associate;
- 2.2 "associate" means:
 - 2.2.1 a spouse of the NRT Member;
 - 2.2.2 a son or daughter of a NRT Member or of the spouse of a NRT Member;
 - 2.2.3 a relative of the NRT 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;
 - 2.2.4 a friend of the NRT Member;
 - 2.2.5 a corporation or other legal entity of which the NRT Member beneficially owns, directly or indirectly, more than 20% of the voting rights;
 - 2.2.6 a corporation or other legal entity operating in the health sector, of which the NRT Member beneficially owns, directly or indirectly, any of the voting rights;
 - 2.2.7 a trust or estate in which the NRT Member has a substantial beneficial interest or for which the NRT Member serves as trustee; and
 - 2.2.8 a member of a professional association of which a NRT Member is an executive member.
- 2.3 "friend" includes an individual with whom the NRT Member is connected by frequent or close association;
- 2.4 "relative" means a relative by blood, legal, customary or culturally recognized adoption or marriage;
- 2.5 "spouse" means a person to whom the NRT Member is married or with whom the NRT Member is living in a marriage-like relationship, including a person of the same gender, but does not include a person from whom the NRT Member is separated or living apart and with whom the NRT Member has entered into an agreement to live apart or who is the subject of an order of a court recognizing the separation; and
- 2.6 "Terms of Reference" means the terms of reference for the NRT, of which this policy forms a part.

Conflict of Interest

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

1. An **actual conflict of interest** exists where a NRT 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.
2. 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.
3. 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 NRT Member. An example of a perceived conflict of interest is where the NRT makes a decision that has the potential to provide a benefit to an associate of the NRT Member; if the NRT 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 NRT Member had no influence on the decision, then the perception of a conflict of interest is greatly reduced.
 - 3.1 Another example of a perceived conflict of interest would be where a NRT Member takes part in negotiating a funding agreement with the FNHA on behalf of the band or other organization of which the NRT Member is a member. While the NRT Members do not make decisions on funding agreements, people might perceive that this NRT Member was able to negotiate a more beneficial agreement, due to his or her membership of the NRT. NRT Members should therefore not take part in negotiations with the FNHA on behalf of their bands or other organizations. It is recognized that some NRT Members will execute agreements on behalf of their bands or other organizations. This is acceptable, provided the NRT Member has not taken part in the negotiations.
 - 3.2 Accordingly, NRT'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, NRT can most effectively reduce the risks associated with conflict of interest.
 - 3.3 Each NRT Member has a responsibility first and foremost to the welfare of NRT. Except for systemic conflicts, as discussed below, every NRT Member should avoid any situation in which there is an actual, potential, or perceived conflict of interest, which could interfere with the NRT Member's judgment in making decisions in NRT's best interest.

4.0 Examples of Conflict of Interest Situations

- 4.1 Because NRT Members are appointed by their Sub-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 NRT 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 NRT Member(s) in question be excluded from discussion or voting.

- 4.2 Particular conflict situations that arise from the multiple roles that NRT Members hold will generally fall into one of four categories. The categories below can help guide the NRT Member and the NRT to determine whether the conflict is acceptable, will require the NRT Member to be excluded from the discussion or voting, or will require the NRT Member to withdraw from their role within the NRT.
- 4.3 **Constituency Membership.** In situations where the NRT 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 NRT, the NRT 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 NRT Member's constituency is the group of communities, including the community in which the NRT Member resides that elected or appointed him or her to the NRT. Examples of such conflicts include discussions regarding:
- 4.3.1 approving arrangements with regional sub-caucus groups;
 - 4.3.2 commenting on the terms of sub-agreements under the Framework Agreement that involve assets in a particular region.
- 4.4 **Duty to the Constituency.** In situations where duties of a NRT Member to the constituency that appointed him/her conflict with the NRT Member's duty to NRT, then the conflict is of a significant, ongoing nature and the NRT Member shall be obligated to work with the other NRT Members and with the constituency to resolve the issue in a way that upholds the NRT Member's obligations to the NRT. An example of such a conflict is:
- 4.4.1 where the constituency is opposed to the objectives and goals set out in the Framework Agreement, and this opposition will hinder the NRT Member's ability to assist the NRT to meet its obligations under that Agreement.

17 One-off. In situations where a conflict arises that are not regularly recurring, conflicts can be managed under a well-defined protocol that requires the NRT Member to disclose the conflict and refrain from participating in the discussion or voting. An example of such a conflict includes:

17.1 Recommending arrangements that favour a narrow section of the NRT Member's constituency to the exclusion of or disadvantage of other constituencies.

17.1.1 Whenever the NRT is involved in recommendations that benefit one sub-region over another, Members should consider whether it is appropriate for all Members to take part in the decision. Given the sub-regionals representation, it is expected that Members will represent their sub-region appropriately in such decisions. However, where a decision might specifically benefit a narrower section of a NRT Member's constituency, it may be appropriate for that NRT Member to refrain from participating in the discussion or voting. NRT Members should be alert to this issue and be pro-active in disclosing potential conflicts.

18 Outside Employment or Association. In situations where a NRT 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 NRT Member should resign from the NRT.

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

18.1 Corporate Opportunity — No NRT Member should receive a direct or indirect financial benefit through the use or misuse of confidential information in relation to the business of

NRT. An indirect financial benefit would be a benefit to an associate of the NRT Member or to the NRT Member's employer. Examples of situations that could contravene this policy are:

- 18.1.1** taking advantage, for personal gain, of a business opportunity known because of one's position with NRT;
- 18.1.2** speculating in any commodity or real estate that is or is likely to be acquired or required by NRT;
- 18.1.3** seeking to influence FNHA staff to allocate funds so that an employer in a particular area will need to hire more specialists, where the NRT Member has a relative who is an unemployed specialist living in that area; and
- 18.1.4** seeking to influence FNHA staff that are negotiating a collective agreement, where the income of an associate of the NRT Member is dependent on that collective agreement.

19 Investment Activity — NRT 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 NRT that could affect the value of such interest.

20 Confidential Information — NRT Members may come into possession of confidential information. NRT 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 NRT treats as confidential.

21 Non-Profit Associations, Professional Associations, Band/First Nation Governance Organization Leadership — A NRT 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 NRT Members also hold leadership positions in their local bands or other First Nations governance organizations such as tribal NRTs or treaty offices. In such situations, the NRT 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 NRT. An example of this would be:

- 21.1** lobbying a Regional Health Authority in relation to local hospital closures. The NRT 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 NRT.

22 Use of NRT Name — The use of NRT's name must not be misappropriated for personal use by NRT Members. NRT Members should not make use of the name for their own personal benefit or purposes. NRT Members should ensure that any property assigned to them for business purposes in their role as members of the NRT is maintained in good condition, and should be able to account for such property.

23 Lobbying — Due to the leadership role that Members take in the work of the NRT, NRT 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:

- 23.1** seeking to persuade FNHA staff to employ a particular individual associated with the NRT Member or to enter into a contract with a company associated with the NRT Member. This would not preclude a NRT Member from encouraging a person to apply for a job, provided

- no additional advocacy was involved. NRT Members should not pass on resumes directly – all applications should be made at arms' length;
- 23.2** seeking to influence the Board of Directors of FNHA to allocate funding to a particular constituency or First Nations community that appointed the NRT Member to the NRT in priority over other constituencies or communities; and
- 23.3** seeking to influence the NRT to make decisions that would benefit the interests of other organizations or associations where that NRT Member holds a senior role.
- 24 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.
- 24.1** In the event that a NRT Member receives a gift or favour because of his or her role as a NRT Member that is worth more than \$100, then the NRT shall discuss the gift or favour and determine if it was given to the NRT Member for the personal benefit of the NRT Member or for the NRT as a whole.
- 24.2** NRT 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, NRT Members shall disclose the receipt of entertainment, gifts or other favours to the NRT.
- 24.3** These examples have been developed to provide guidance to NRT 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

1. Upon becoming a NRT Member and in each following year each NRT Member shall disclose potential, real or perceived conflicts. NRT Members shall notify the NRT on the occurrence of any event that would change the information contained in the disclosure form.
2. In any event, a NRT 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 NRT, the person recording the meeting's proceedings shall note the declaration and the NRT Member must:
 - 2.1. refrain from further participation in any activities involved with the matter; and
 - 2.2. absent him or herself from the proceedings during discussion or voting on that particular matter, contract or arrangement.
3. Where a NRT Member is unsure of whether he or she is in conflict, that NRT Member should raise the potential conflict with the other members of the NRT. The NRT 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 NRT and a decision taken as to the best way to proceed in accordance with the procedures set out in the Terms of Reference. The NRT Member with the potential conflict shall not vote on any such decision. The NRT Member absents him/herself during discussion and voting by the remaining NRT Members. The NRT Member may be asked to return only to answer questions and clarify matters pertaining to the potential conflict.
4. A NRT Member who perceives another NRT Member to be in conflict should identify the potential conflict to the NRT at the first opportunity.

- 4.1. The NRT 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 NRT and a decision taken as to the best way to proceed in accordance with the procedures set out in the Terms of Reference. The NRT Member absents him/herself during discussion and voting by the remaining Members. Before doing so, the NRT Member may give the NRT a statement on his/her opinion of whether a conflict exists. The NRT Member may be asked to return to answer questions and clarify matters pertaining to the potential conflict.
5. Where a conflict of interest is discovered after consideration of a matter, the conflict must be declared to the NRT and appropriately recorded at the first opportunity.
 - 5.1. If the NRT determines that the NRT Member's involvement has, or could be perceived to have, influenced the decision, the NRT must re-examine the matter and may rescind, vary or confirm its decision.

Appendix B: Election Process for Community Representatives

The purpose of this Appendix is to establish the appointment procedure for the Northern Regional Table (NRT) via their respective Sub-Regional Caucuses. This Regional selection process is consistent with the Terms of Reference established for the Northern Region, including specific provisions with respect to the roles, responsibilities, accountability, reporting, and termination of the NRT regional representatives.

1 Eligibility and Competencies

To be considered as a NRT Community representative, an individual must be a member of a BC First Nation living within the Sub-Region they represent. NRT members cannot be an employee of First Nations Health Authority (FNHA).

Desired qualifications for Community NRT members include:

- 1.1 demonstrated leadership skills and experience
- 1.2 excellent and proven ability to engage and communicate at the community, sub-regional, regional and provincial level
- 1.3 ability to build and maintain effective relationships and partnerships, including with provincial governments^{4r}
- 1.4 qualities of intelligence, strategic thinking, perceptiveness, creativity, problem-solving, good judgment, maturity, collaborative approach, integrity, fairness and a high level of ethics and standards
- 1.5 time, energy, interest and willingness to serve as a member of the NRT, including a commitment to learning and an appreciation of the significance of the work
- 1.6 reflect a philosophy and culture of trust, unity, honesty, humility, healthy living, traditional practices and teachings in operations, planning and decision-making

2 Election Process

The selection of the Community NRT Representatives will take place at a meeting of the appropriate North West or North Central Sub-Regional caucus or at a monthly meeting the North East Chiefs as follows:

- 2.1 Any Chief, Chief Councillor, Mayor or Proxy representing a First Nation from the Sub-Region may nominate an eligible individual for the Community position.
- 2.2 All nominations must be seconded by another Chief, Chief Councillor, Mayor or Proxy representing another First Nation from the Sub-Region.
- 2.3 All nominees must be physically present at the meeting or available by telephone in order to accept the nomination, and accept the final decision.
- 2.4 Should only one eligible individual be nominated for the position, that individual will be considered appointed by acclamation.
- 2.5 Following nominations, each eligible nominee will have a maximum of five minutes to address the sub-regional caucus.
- 2.6 A ballot election process will follow, whereby:
 - 2.6.1 Each First Nation from the Sub-Region is eligible to cast one ballot.
 - 2.6.2 Eligible voters will indicate the name of the candidate they are supporting on paper provided, and the FNHA staff in attendance will tally the results.
 - 2.6.3 There will be one ballot. The nominee with the most votes will be determined the successful candidate.
- 2.7 If it is so desired by the Sub-Region, the vote can be conducted electronically
 - 2.7.1 Nominees name will be listed on an electronic election platform.

- 2.7.2 Link to the election platform will be sent to all Elected Chiefs, Chief Councillors, and Mayors in the Sub-Region.
- 2.7.3 There will be a period of seven business days in which the Elected Chiefs, Chief Councillors, and Mayors in the Northwest Sub-Region may cast their vote.
- 2.7.4 The nominee with the most votes will be determined the successful candidate.
- 2.8 If there is a tie, a second vote will be conducted as above. If there is a second tie, the decision will be made by a coin toss. That decision will be final subject to the conditions in Paragraph 4 below.

3 Counting of Votes

Role of the Vote Counters

There will be two vote counters responsible for collecting completed ballots from Caucus participants. A third party will witness the procedure. The third party witness cannot be any person eligible to nominate or vote for any of the candidates, nor can it be one of the candidates. They will be required to perform the following steps:

- 3.1 One vote counter will collect all completed ballots and tabulate results for nominated candidates. The counting will be done in the presence of the second vote counter, and witnessed by a third party.
- 3.2 Once the initial counting is complete, the ballots are to be handed to the second vote counter for a second verification. Ballots are to be counted for nominated candidates and recorded for comparison.
- 3.3 After the second count, both vote counters are to compare results to ensure the results are correct and consistent.
- 3.4 Vote results are to be written down on the Sub-Regional Election Process for Community Representative, Official Vote Collection Form as per paragraph 7 of this Appendix
- 3.5 Electronic Vote Counting:
 - 3.5.1 The results from the on-line election platform will go directly to the Shared Secretariat who will share the results per Paragraph 3.4

4 Term

The term of the Community representatives for the Sub Region will be three (3) years. A Community representative of the NRT will cease his or her representation, and trigger a Sub-Regional election process as described above, if he or she:

- 4.1 Resigns from the NRT;
- 4.2 Moves to a different Sub Region;
- 4.3 Assumes an employment position with the FNHA;
- 4.4 Fails to comply with any applicable Terms of Reference or Code of Conduct or Conflict of Interest
- 4.5 In the event that a representative resigns or is removed an election process will follow per section 2, above.

5 Role of the Witness

- 5.1 After voting results are officially tabulated by official Vote Counters, the results and signatures are to be witnessed by a designated third party.
- 5.2 Once they have been signed off, they are to be handed to the Chair of the Sub-Regional Session for announcement.

6 Notification of Results

- 6.1 Voting results are to be announced immediately to Caucus Members, once they have been verified by vote counters.
- 6.2 Results will be captured in the official meeting minutes, and distributed electronically to the Sub-Regional Caucus Members.
- 6.3 After the notification of the results there needs to be a motion passed to accept the results and a motion passed to destroy the ballots.

7 Documentation

- 7.1 Nomination Form
- 7.2 Official Vote Collection Form

Nomination Form

NOMINATION FORM FOR COMMUNITY NORTHERN REGIONAL TABLE (NRT) REPRESENTATIVE
OFFICIAL NOMINATION FORM

I, the undersigned, state that in the Community NRT Nomination Process that the following candidate is nominated as follows:

Nominee Name: <i>(Full name, Nation)</i>		Initials of Nominator & Seconder
Nominator <i>(Full name, Nation)</i>	Signed by Nominator	
Seconder <i>(Full name, Nation)</i>	Signed by Seconder	

Office Use Only (To be completed by Electoral Officer [EO])		YES/NO
1.	Are the nominator and nominee eligible for the election process?	
2.	Is the form completed and signed by the nominator?	
3.	Has the nominee accepted the nomination? If yes, how? <i>(Phone, email etc.)</i>	
Office Use Only (To be completed by Electoral Officer [EO])		EO Initial
The nominee is not eligible to be placed on the election ballot, why?		
The nominator/nominee is eligible and the nominees' full name will be placed on the ballot for the election.		
<p>I declare, to the best of my ability, the above recorded nominator and nominee are true and accurate. Dated at _____, in the Province of British Columbia on this ____ day of _____, 20____</p> <p>Official Electoral Officer: Printed Name: _____ Signature: _____</p> <p>Witnessed by: Signature: _____ Printed Name: _____</p>		

FILE COPY

Official Vote Collection Form

SUB-REGIONAL ELECTION PROCESS FOR NRT COMMUNITY REPRESENTATIVE
OFFICIAL VOTE COLLECTION FORM

[Resolution # Number]

Poll Location: [Venue]

We, the undersigned, state that at the Su Regional Caucus Session noted above, the following voting results were tabulated as follows:

- I. The number of eligible voters as defined by the Election Process for the Community NRT Representative, who were entitled to vote was _____.
- II. _____ were cast in favour of candidate _____.
- III. _____ were cast in favour of candidate _____.
- IV. _____ were cast in favour of candidate _____.
- V. _____ were cast in favour of candidate _____.
- VI. _____ were spoiled.

Therefore, be it resolved the _____ Sub-Region has elected _____ as their Community Representative to the NRT effective _____, 20____, for a term not to exceed three years.

I declare, to the best of my ability, the above-recorded voting results are true and accurate. Dated at _____, in the Province of British Columbia on this _____ day of _____, 20____.

Vote collector 1
Printed Name: _____

Signature: _____

Witnessed by:
Printed Name: _____

Vote collector 2
Printed Name: _____

Signature: _____

Signature: _____

Appendix C: Terms of Office

Northern Regional Table Members

Name	Sub Region	Date Appointed	Expiry date	Position
Bev Lambert	North East	21 November 2019 19 May 2016	20 November 2022 20 November 2019	FNHC
Carl Azak	Northwest	27 June 2021	26 June 2024	
Wilf Adam	North Central	01 May 2021 01 May 2018	30 April 2024 30 April 2021	
Morgan Behn	North East	01 April 2021	31 March 2024	Community
Canaan Khoza	Northwest	13 January 2021	12 January 2024	
Sandra Teegee	North Central	09 March 2017 05 July 2021	05 July 2021 04 July 2024	
VACANT	North East		28 September 2022	FNHDA
Charlene Webb	Northwest	24 September 2020 15 November 2019	28 September 2022 23 September 2020	
Regina Thomas	North Central	24 September 2020	28 September 2022	

This table will be updated as circumstances change, to ensure that it is evergreen.

Former Northern Regional Table Members

Name	Sub Region	Position
Tammy Watson	North East	FNHC
Laura Webb		
Doris Ronnenberg		
Victoria Russell	Northwest	
Willie Blackwater		
Marie Quock		
Charles Morven		
Marjorie McRae		
Warner Adam	North Central	
Liz Logan	North East	
Robyn Fuller		
Colleen Totusek		
Corinne Apsassin		
Anne Howard	North West	
Julie Morrison		
Therese Hagen		
Feddie Louie		
Aileen Prince	North Central	
Julia Morris		
Angie Prince	North Central	FNHDA
Verne Tom		
Jenny Martin		
Louella Nome		
Lauren Brown	North West	
Beverley Clifton Percival		
Sarah Gautier	North East	
Patricia Hoard		
Tammy Baskin		