

**BY-LAW NO. 1998-8**  
**THE NADLEH WHUT'EN INDIAN BAND No. 612**  
**BEING A BY-LAW TO PROVIDE FOR THE HEALTH CARE OF**  
**THE NADLEH WHUT'EN PEOPLE.**

**Preamble**

**WHEREAS** the Nadleh Whut'en people have a right to health services at an adequate and proper level to meet their health requirements;

**AND WHEREAS** the Chief and Council of Nadleh Whut'en Indian Band desires by this by-law to take over responsibility for the delivery of health and related services and programs;

**AND WHEREAS** Section 81(l)(a), (d), (f), (j), (l), (q) and (r) of the Indian Act R.S.C. 1988 Ch. 1 - 6 as amended empowers the Nadleh Whut'en Indian Band to make by-laws, inter alia;

- (a) To provide for the health of residents on the reserve and to prevent the spreading of contagious and infectious diseases;
- (d) The prevention of disorderly conduct and nuisances;
- (f) The construction and maintenance of water courses, roads, bridges, ditches, fences and other local works;
- (j) The destruction and control of noxious weeds;
- (l) The construction and regulation of the use of public wells, cisterns, reservoirs and other water supplies;
- (q) With respect to any matter arising out of or ancillary to the exercise of powers under this section; and,
- (r) The imposition on summary conviction of a fine not exceeding one thousand dollars or imprisonment for a term not exceeding thirty days, or both, for violation of a by-law made under this section.

**AND WHEREAS** the Nadleh Whut'en peoples desire their Chief and Council to create, maintain and operate a local health authority on their Reserve;

**BE IT ENACTED AND THEREFORE IT IS HEREBY ENACTED** as a By-law of the Nadleh Whut'en Indian Band Council (herein called the "Band Council") as follows:

**Council Authorized to Obtain Agreements for Local and Regional Health and Related Services**

1. The Band Council is hereby authorized to enter into such agreements and declarations to create, maintain and operate a Nadleh Whut'en Indian Band Health Board (hereinafter referred to as the "Board") to serve the community health needs of the Nadleh Whut'en Indian Band.

**Establishment of Health Board**

2. The Band Council hereby enacts and it is hereby enacted and established that there shall be a Nadleh Whut'en Indian Band Health Board hereinafter referred to as the "Board".
3. The community health service needs of residents on-reserve shall be administered, delivered and maintained by the Board. The Board's activities shall be consistent with any Health Services Agreement that the Nadleh Whut'en Indian Band is a party to.
4. The Band Council shall appoint the Nadleh Whut'en Indian Band Health Board and said Board shall be responsible and accountable to the Band Council.
  - a) A Director's term of office, subject to future Band by-laws, shall be for a four year term or until his successor is appointed by Chief and Council.
  - b) Vacation of Office -- the office of a Director shall be vacated automatically:
    - i) if by notice in writing to the Board he resigns his office;
    - ii) if he dies;
    - iii) if he misses three consecutive Board meetings without a reasonable excuse;
    - iv) if he is unable or unwilling to act by reason of health or other disability;

- v) if he is dismissed for just cause by the Band Council.
- c) The Band Council has authority to dismiss Board members for just cause.
- d) The Directors shall establish operating procedures of the Board dealing inter alia, with such matters as meetings, duties of Directors, and the establishment of Board Committees to monitor, evaluate and assess the various programs that are delivered by the Board.
- e) The Directors shall meet not less than ten (10) times per year. The Directors are empowered to include in their operating procedures a provision for meetings by telephone conference where circumstances warrant.

### **Board of Directors**

- 5. (a) The Board shall consist of six members, five of whom shall be voting members and at least four of whom must be members of Nadleh Whut'en Indian Band.
- (b) There shall be representation by a band councillor for the Nadleh Whut'en Indian Band with responsibility for the health portfolio. Said councillor shall sit as the sixth member and shall have no vote at board meetings.
- (c) The Board is hereby authorized to select a chairman from amongst their midst and to appoint such other officers as they may see fit.
- (d) Sitting Board members are eligible for reappointment at the expiry of their term.
- (e) Persons employed by the Board shall not be eligible for Board membership.

### **Health Care Administrator to Attend all Board meetings**

- 6. The Health Care Administrator selected by the Board shall have, as part of his job description, an obligation to attend all meetings of the Nadleh Whut'en Health Board.

**Confidentiality of Client/Patient Records**

- 7(1) Clients/patients records made under this by-law and the Nadleh Whut'en Indian Band Health Policy are confidential and no person shall disclose or communicate information from the record in any form to any person except;**
- (a) to the Nadleh Whut'en Indian Band Health Care Administrator, or to a person employed, retained or consulted by said Health Care Administrator in the course of administering or enforcing any provision of this by-law or the Nadleh Whut'en Indian Band Health Care Policy;**
  - (b) to the client/patient in question, provided that release of the information to the client/patient has been approved by the Administrator;**
- 2) A client/patient of the Nadleh Whut'en Indian Band Health Authority is entitled to be given access to:**
- (a) his or her own records; and**
  - (b) the record of a child who is in the adult's legal care subject to the exceptions contained in paragraph 7(3) herein;**
- 3) The Nadleh Whut'en Indian Band Health Care Administrator may refuse to give a person access to all or any part of a record referred to in 7(2) where;**
- a) There are reasonable grounds to believe that disclosure of all or part of the record might result in physical or serious psychological harm to that person;**
  - b) That part of the record discloses the identity of a person who is not employed by the Health Authority and who has supplied information in confidence to the Nadleh Whut'en Indian Band Health Authority for any purpose relating to the administration or enforcement of this by-law or the Nadleh Whut'en Indian Band Health Policy;**

**and the Nadleh Whut'en Indian Band Health Care Administrator shall notify the person in writing of the reasons for refusing access to all or any part of his or her record or the record of a child in his or her care.**

- 4) It shall be stipulated in every contract of employment that the Board enters into that employees are undertaking to protect and honour the special relationship and confidentiality that exists between the Health Board and its clients/patients. It shall be further stipulated that breach of such confidentiality may be grounds for dismissal.
- 5) It shall be the duty of every Director of the Board to comply with the confidentiality provisions of this by-law and should a board member breach the said confidentiality provisions it shall be grounds for the dismissal of that Board member from his position by the Band Council.

#### **The Board May Negotiate Agreements**

- 8.(a) The Band Council hereby authorizes the Board to negotiate agreements with the Federal Government, the Provincial Government, public health service agencies, or other private health service agencies, or other such agencies pursuant to the Nadleh Whut'en Indian Band Health Policy Manual for the delivery of regional or community health services to residents including, inter alia, the provisions of or construction of health services facilities, or provision of health services staff and personnel including, inter alia, physicians, community health representatives, dentists, dental assistants, dental therapists, nurses, midwives, traditional Indian healers, medical officers of health, environmental health officers and other necessary personnel;
- (b) All such agreements shall be brought to the Band Council for approval and ratification.

#### **Responsibilities of the Board**

9. The Board shall be responsible for the overall administration, maintenance and delivery of health services in the community and, without restricting the generality of the foregoing, may:
  - (a) develop operating procedures for the Board;
  - (b) recommend administrative, personnel, financial and other policies;

- (c) subject to the approval and ratification of the Band Council, borrow and spend money and acquire, dispose of and manage all forms of personal property;
  - (d) manage such real property as the Band Council may direct;
  - (e) review and approve the Annual Report;
  - (f) provide an Annual Report to the Chief and Council and consult from time to time with Chief and Council on the health needs of the community;
  - (g) hire and dismiss a qualified health care administrator;
  - (h) advise the Band Council on health and health related policy matters; and,
  - (i) ensure that policies and procedures are in place to maintain the confidentiality of medical records.
10. The Board may enter into agreements for the retention of a qualified health care administrator who shall be responsible and accountable directly to the Board and who shall be the senior health services staff officer.
11. The Board shall have the power to maintain, control, and manage the affairs of the various health and related activities of the Nadleh Whut'en Indian Band, and the power to disburse funds up to the amount of the budget approved by the Band Council and where necessary, to any parties to any agreements made pursuant to this By-law and to disburse any other grants, fees, donations or other moneys received by the Authority in the course of operating their programs and activities pursuant to the Nadleh Whut'en Indian Band Health Policy Manual.

### **Duties of the Health Care Administrator**

12. The Board may determine from time to time the duties and responsibilities of the qualified health care administrator and, without restricting the generality of the foregoing, the qualified health care administrator shall be responsible for:

- (a) organizing and managing the day to day business of the Board;
- (b) establishing procedures to implement Health Care policies that may be adopted by the Band Council;
- (c) personnel administration and supervision of health services and staff including the power to hire and fire, subject always to such policy as to appeals or grievances as shall be established by the Board;
- (d) financial administration;
- (e) program supervision;
- (f) liaison with other agencies;
- (g) managing all arrangements contracted for with others; and,
- h) reporting to the Board on all the above mentioned matters in such form and on such schedules as the Board may from time to time determine.

### **Staffing and Personnel**

- 13. The Board may determine from time to time the duties and responsibilities and the number of staff and personnel of the Board and, without restricting the generality of the foregoing, including, inter alia; dental assistants, dental therapists; nurses; midwives; traditional Indian healers; medical officers of health; environmental health officers; clerks, and other necessary personnel.
- 14. The Board may recognize persons who act as traditional Indian healers and may provide for a method of any remuneration or any compensation to the traditional Indian healers for such services.

### **Program and Services**

- 15. The Board shall administer, manage, maintain and deliver, in accordance with the Health Transfer Agreement between the Minister of National Health and Welfare and the Nadleh Whut'en Indian Band, the following health services and programs and it is hereby enacted that at a minimum specific

Provincial standards relating to such programs shall apply until such time as there may be an Agreement to the contrary between the Minister of Health and Welfare for Canada and the Nadleh Whut'en Indian Band, including;

- (a) those treatment services mentioned in Appendix 6 (A) of Health and Welfare Canada's Health Program Transfer Book dated September 28, 1987 and any amendments thereto;
  - (b) communicable disease control;
  - (c) occupational and environmental health and safety; and,
  - (d) emergency health planning.
16. The Board shall administer and maintain such other local health services as are determined by the Band Council to be required to be administered, maintained, and delivered to members of the Nadleh Whut'en Indian Band.
17. Insofar as they are not inconsistent with this by-law specific provincial laws and regulations relating to the matters mentioned in Paragraphs 15(a), (b), (c) and (d) are hereby incorporated as part of this by-law and may be enforced as part of this by-law, until such time as the Band Council may otherwise agree with the Minister of Health and Welfare for Canada.
18. The Board may, from time to time recommend to the Chief and Council:
- (a) Amendments to this by-law;
  - (b) The enactment of further by-laws to create or give effect to programs required for the health and well-being of the members of the Nadleh Whut'en Indian Band; and
  - (c) Other measures that may be required to enable the Board to carry out its duties and responsibilities.

### **Enforcement and Penalties**

19. The Board shall consult with the Band Council when enforcing this by-law or ensuring compliance with this by-law.



20. This by-law shall be enforced by Band Constables or any other peace officers serving the Nadleh Whut'en Indian Band or by inspectors employed or designated by the Board.
21. Every individual, person or corporate body shall comply with this by-law and the laws and regulations referred to in Paragraph 17.
22. Any individual, person, or corporate body who violates any of the provisions of this by-law shall be guilty of an offence, and shall be liable on summary conviction to a fine not exceeding \$1,000.00 or imprisonment for a term not exceeding 30 days, or to both a fine and imprisonment.

### **Interpretation**

23. In this by-law, the masculine includes the feminine, the feminine the masculine and the singular includes the plural and the plural the singular as the context requires.

### **Severability**

24. In the event that a Court of competent jurisdiction or other body with jurisdiction determines that any provision herein is unlawful or beyond the jurisdiction of the Chief and Council, said provision shall be severable from this by-law and the remainder of the terms of this by-law and any regulations thereunder shall remain in full force and effect.

### **For the Protection of Directors and Officers**

25. No Director or Officer of the Board shall be liable for:
  - (a) the acts, receipts, neglects or defaults of any other director or officer or employee;
  - (b) for joining in any receipt or act for conformity;

- (c) for any loss, damage or expense happening to the Board through the insufficiency or deficiency to title to any property acquired for or on behalf of the Board;
- (d) for the insufficiency or deficiency of any security upon which any of the moneys of the Board are placed or invested;
- (e) for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation including any firm, person or corporation with which any moneys, securities or effects shall be deposited or lodged;
- (f) for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Board;
- (g) for any other loss, damage or misfortune whatever;

unless the above shall happen by his failure to exercise the powers and to discharge the duties of his office of trust honestly, in good faith and in the best interests of the Board, and to exercise the degree of care, diligence and skill that a reasonable prudent person would exercise in comparable circumstances.

### **Indemnities to Directors and Officers**

26. Subject to the provisions of this by-law, every Director and Officer of the Board, his heirs, executors, administrators and other legal personal representatives and persons acting on instruction of the Board shall be indemnified by the Board for:
- (a) any liabilities, costs, charges and expenses that he sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him in respect to the bona fide execution of the duties of his office; and
  - (b) all other charges and expenses which he sustains or incurs in respect of the affairs of the Board.

**Enactment**

This By-law is hereby enacted at a duly convened meeting of the Council of the Nadleh Whut'en Indian Band this 18 day of Dec., 1998.

Voting in favour are the following members of Council:

  
Chief


  
Councillor

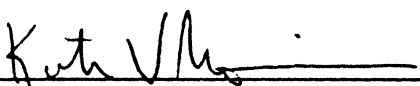
  
Councillor

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Councillor

being a majority of those members of the Council of the Nadleh Whut'en Indian Band present at the aforesaid meeting of the Council

The quorum of the Council of three members. The number of members of Council present at the meeting : 3.

I, , Chief / Councilor of the Nadleh Whut'en Indian Band do hereby certify that a true copy of the foregoing By-Law was mailed to the Minister of Indian Affairs and Northern Development pursuant to section 82(1) of the Indian Act, this 18<sup>th</sup> day of Dec., 1998

  
Witness

  
Chief/Councillor