



PEI French Health Network

Constitution and Bylaws

Adopted February 12, 2013

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Constitution

ARTICLE 1 - INTERPRETATION

- 1.1 **“Acadian and Francophone community”** means all persons living in the province of Prince Edward Island who share a knowledge and an understanding of the French language and identify themselves culturally as members of this community;
- 1.2 **“Act”** means the *Companies Act*, Revised Statutes of Prince Edward Island, Chapter C-14, Part II;
- 1.3 **“Annual general meeting”** means the annual meeting of the Health Network;
- 1.4 **“Board”** means the Board of Directors, as defined in Article 10;
- 1.5 **“Committee”** means any committee of the Health Network whose terms of reference are defined by the Board of Directors or the Executive Committee;
- 1.6 **“Community members”** means Board members representing the Acadian and Francophone community;
- 1.7 **“Executive”** means the Executive Committee, as defined in Article 12;
- 1.8 **“Government members”** means Board members representing the government;
- 1.9 **“Health Network”** means the company herein incorporated, also known as the PEI French Health Network;
- 1.10 **“Member”** means a member of the Board of Directors;
- 1.11 **“Officer”** means a member of the Executive Committee;
- 1.12 **“Partner”** means a person or group, such as a community organization, a non-profit organization, or a government official/body, with which the Health Network is associated in order to carry out its mandate;
- 1.13 **“Policy”** means a statement made by the Board that further clarifies the operations of the Health Network.
- 1.14 **“Special general meeting”** means a meeting called to deal with a specific agenda, held on a date other than that of the annual general meeting;

1.15 “**Target clientele**” means the Acadian and Francophone population being targeted, as defined in Article 10.3.2;

ARTICLE 2 - NAME

2.1 The PEI French Health Network is a non-profit corporation, incorporated pursuant to the *Companies Act* of Prince Edward Island under the name Réseau Santé en français Î.-P.-É. inc.

2.2 The Réseau Santé en français Î.-P.-É. inc. is designated by the acronym RSFÎPÉ and is commonly referred to as the Réseau Santé. In English, the Réseau Santé en français Î.-P.-É. is designated by the name PEI French Health Network and the acronym PEIFHN.

ARTICLE 3 - VISION

The Acadian and Francophone community of Prince Edward Island flourishes by benefiting from quality French-language health services and programs.

ARTICLE 4 - MISSION

The Health Network collaborates with various partners in order to improve access to quality French-language health services and programs.

ARTICLE 5 - MANDATE/OBJECTIVES AND GOALS

5.1 Establish a forum for the exchange of ideas for the purpose of developing solid, lasting ties among stakeholders in the health and wellness sector.

5.2 Implement strategies aimed at having communities take charge of health and wellness in French.

5.3 Educate government officials about the importance of involving bilingual human resources in the planning, organization, delivery, and provision of French-language services.

5.4 Educate the Acadian and Francophone community about the importance of requesting services in their language.

5.5 Propose practical solutions for the delivery of services and the implementation of health programs in French based on best practices and focusing on the wellness of the Acadian and Francophone population of Prince Edward Island.

5.6 Support the partners such that they are able to assume their respective responsibilities.

5.7 The Health Network may enter into agreements with authorities, municipal, federal, provincial, or otherwise, as are conducive to the Health Network’s objects or any of

them, and obtain from such authorities any rights, privileges, and concessions and carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.

- 5.8** To do all such other acts as may be reasonable, necessary, or expedient for the attainment of the objects of the Health Network.
- 5.9** To have all the rights, powers, franchises, and privileges that a private individual might or could possess or enjoy and that are compatible with the exclusively non-profit nature of the Health Network.
- 5.10** To do such other acts as are incidental or conducive to the attainment of the above-noted objects.
- 5.11** To do all acts permitted by law or under the provisions set out in Section 15 of the *Companies Act*, R.S.P.E.I. 1988, C-14, and amendments thereto, as are compatible with the non-profit and charitable nature of the corporation.

ARTICLE 6 - VALUES

Values are the guiding principles that inform the decisions, actions, and behaviours within the Health Network:

- 6.1** Base partnerships on a relationship of trust and mutual respect;
- 6.2** Select projects that are developed by consensus;
- 6.3** Be flexible when it comes to local realities;
- 6.4** Exercise our power of influence in an apolitical fashion;
- 6.5** Exercise visionary, unifying leadership.

ARTICLE 7 - LANGUAGE

The language of communication of the Health Network is French.

ARTICLE 8 - HEAD OFFICE

The Health Network's head office is presently located at 48 Mill Road in Wellington, Province of Prince Edward Island, C0B 2E0. The location of the head office may change as determined by the Board.

Bylaws

ARTICLE 9 - MEMBERS

- 9.1** The members of the Health Network form the Board.
- 9.2** The subscribers to the application for incorporation shall be the first members of the Health Network and therefore the first Board.

ARTICLE 10 - BOARD OF DIRECTORS

- 10.1** **The business of the Health Network** shall be administered by the Board, with the support of the employees of the Health Network, who have no right to vote and are not included in the quorum.
- 10.2** **The role of the Board** shall consist in the following:
- 10.2.1** developing a vision for the future;
 - 10.2.2** consulting the Acadian and Francophone community on various topics;
 - 10.2.3** establishing clear policies in areas related to the advancement of the Health Network and the fulfillment of its mandate;
 - 10.2.4** ensuring the sustainability of the Health Network.
- 10.3** **Members**
- 10.3.1** The Board shall consist of members from five sectors: communities, health professionals, health service managers, educational facilities, and policy makers.
- 10.3.2** The Board shall be made up of no fewer than thirteen (13) and no more than seventeen (17) members, with one more from the community sector. Every effort shall be made to ensure equitable geographic representation when representatives are selected.

Representation from the Acadian and Francophone community:

One (1) delegate from the Société éducative de l'Î.-P.-É. (appointed)

One (1) delegate from the Société Saint-Thomas-d'Aquin (appointed)

Five to seven (5-7) representatives from the following target clientele (elected):

- seniors
- women
- youth

- health professionals
- parents and young children

Government representation:

One (1) delegate from the Acadian and Francophone Community Advisory Committee (appointed)

One (1) delegate from the Acadian and Francophone Affairs Secretariat (appointed)

Four to six (4-6) delegates from the following divisions or successors to the following divisions (all appointed):

- Home Based and Long Term Care
- Acute Care Hospitals
- Community Hospitals and Primary Health Care
- Child and Youth Services
- Social and Seniors' Programs
- Corporate Development and Innovation

10.3.3 Members may vote and speak at all meetings of the Board.

10.3.4 Appointed members

10.3.4.1 All appointed members of the Board must meet the following conditions:

- be at least 18 years of age;
- be a resident of the province of Prince Edward Island;
- comply with the letters patent, bylaws, and policies of the Health Network.

10.3.4.2 The term of appointed members shall be three (3) years, with the option of renewal.

10.3.4.3 Those responsible for appointing these members, as identified in section 10.3.2, shall be determined by the Board.

10.3.4.4 If an appointed member has to withdraw from the Health Network before the end of his or her term, the Health Network shall notify those responsible in order that a replacement may be appointed for the remainder of the outgoing member's term.

10.3.5 Elected members

10.3.5.1 Any person wishing to become an elected member of the Board must be approved by majority vote and evaluated on the basis of the following conditions:

- be at least 18 years of age (exception granted to the youth representative who may be as young as 16 years of age);

- be a resident of the province of Prince Edward Island;
- comply with the letters patent, bylaws, and policies of the Health Network;
- represent one of the five target clientele.

10.3.5.2 Community members shall be elected for a term of three (3) years, with the option of one renewal, for a maximum of six (6) years. At the end of each three-year term, members who wish to reoffer shall put their names forward.

10.3.5.3 After a public call for nominations, the community members shall be elected at the annual general meeting of the Health Network. Any member elected shall take up his or her duties at the close of the annual general meeting.

10.3.5.4 If an elected member has to withdraw from the Health Network before the end of his or her term, the Executive shall have the authority to appoint a replacement to the vacant position, taking into account the target group and/or the region of the outgoing member, until the next annual general meeting. At that time, the appointment of the replacement to complete the term of the outgoing member shall be approved at the annual general meeting in accordance with current procedures for the election of elected members.

10.3.5.5 New members shall be elected at the annual general meeting in accordance with the procedures for the election of members established by the Board.

10.3.6 The community members shall receive an honorarium and shall be reimbursed for any direct reasonable expenses incurred in the performance of their duties, as determined by the Board. The reimbursement of government members shall be at the discretion of those responsible for the appointment.

10.3.7 The members of the Health Network shall act, within the scope of the powers conferred upon them, with the care, prudence, diligence, and skill that a reasonable person would exercise in comparable circumstances, with honesty, loyalty, and in the interest of the Health Network. They shall, under pain of forfeiture of office, state for recording in the minutes any direct or indirect interest they may have, separate from that of the Health Network, in a contract or matter planned by the Health Network. Members with such an interest may not participate in discussions or decisions regarding said contract or matter and shall physically remove themselves from the conference room until discussions have ended and a decision has been made. Failure by a member to comply with this article shall not render the decision void but shall make the member accountable to the Health Network, the Board, or its creditors for any personal benefits and may result in his or her removal as a member.

10.3.8 Each member of the Health Network who has assumed and assumes a position as member, including that of officer, does so on the express condition and in consideration of this commitment by the Health Network to exonerate him or her from any liability and to indemnify him or her and his or her successors, heirs, and assigns from any claim, action, expense, or charge arising from any action or omission in the performance of his or her duties, except for fraud committed directly by the said member or arising from his or her gross negligence or voluntary omission. The Health Network undertakes to take up and defend the member in the above-mentioned circumstances. The Health Network shall use its funds for this purpose and shall obtain appropriate insurance. Furthermore, no member of the Health Network may be held liable for the acts of any other member of the Health Network who may have caused any damages whatsoever to the Network.

10.3.9 No member, or his/her immediate family, shall be able to directly benefit financially from the activities of the Health Network.

10.3.10 Members are obligated to disclose any interest in an individual or a company doing business with the Health Network, and no member shall participate in a discussion or vote in respect of a proposed or existing contract or grant between the Health Network and a company of which a member is a member or shareholder.

10.3.11 Membership in the Health Network shall not be transferable.

10.4 Committees

The Board may appoint ad hoc, standing, or operating committees, the terms of reference of which shall be defined by the Board or the Executive.

10.5 Resignation, suspension and expulsion

10.5.1 Any member may resign from the Board of the Health Network at any time by informing the Chair of that intention in writing. Such resignation shall take effect immediately, and the member shall automatically lose all rights and privileges.

10.5.2 The Board may, by a decision of two-thirds (2/3) of the members, suspend or expel a member who does not comply with the Bylaws or who commits an act deemed to be unworthy or to be contrary or harmful to the goals and objectives of the Health Network. However, before such action is taken, the member shall be given thirty (30) days' written notice. In the case of an appointed member, those responsible for the appointment shall be notified as well. The purpose of such notice is to give the member the chance to correct the behaviour or to give the Board his or her version of the facts and to challenge the reasons provided to support his or her exclusion from the Health Network.

- 10.5.3** A notice shall be sent to any member who is absent from three (3) consecutive Board meetings. At the following meeting, depending on the member's response and by affirmative vote of two-thirds (2/3) of the members, the member shall cease to hold his or her position on the Board.
- 10.5.4** Any member who is suspended or expelled may be readmitted, by affirmative vote of two-thirds (2/3) of the Board, where the cause for the expulsion no longer exists or has been resolved to the satisfaction of the Board.
- 10.5.5** Membership in the Health Network shall cease upon the death of a member.
- 10.6** The Board or the Executive shall have the power to hire or discharge such permanent or part-time employees as may be necessary to carry on the business of the corporation and shall further have the right to review terms of employment.

ARTICLE 11 - MEETINGS OF THE BOARD

- 11.1** Immediately upon incorporation, the first Board members shall meet to elect the elected members, and to approve the appointment of the appointed members. Where possible, for continuity, the elected members and the appointed members shall be the existing members of the unincorporated P.E.I. French Language Health Services Network, for the first term, as outlined herein.
- 11.2** The Board shall meet at least three (3) times a year.
- 11.3** All members of the Board of the Health Network sit at three (3) different types of meetings, each having specific purposes:
- Regular Board meetings
 - Annual general meetings
 - Special general meetings.
- 11.4** **The regular Board meetings** determine the general orientations, policies, and activities of the Health Network.
- 11.5** **The annual general meeting** shall be held on a date and at a time and place determined by the Board each year. Whenever possible, that date shall fall within one hundred eighty (180) days of the end of the fiscal year of the Health Network. The annual general meeting has the authority to:
- 11.5.1** determine the broad orientations of the Health Network;
- 11.5.2** receive the report from the Chair;
- 11.5.3** approve the financial statements for the fiscal year ending;
- 11.5.4** appoint an accounting firm for review or audit purposes;

11.5.5 elect the elected members of the Board in accordance with the election procedure established by the Board;

11.5.6 deliberate on any matter on the agenda;

11.5.7 adopt amendments to the Constitution and Bylaws;

11.5.8 examine any proposal submitted to it;

11.5.9 set up standing or temporary committees to review any issues that fall within its jurisdiction.

11.5.10 propose new business items for placement at the end of the proposed agenda at the beginning of the meeting with the consent of two-thirds (2/3) of the members present at the said meeting.

11.6 **The special general meeting** is a meeting called to deal with a specific agenda, held on a date other than that of the annual general meeting.

11.6.1 It shall deal only with the items indicated in the notice of meeting, which shall include sufficient details about the items to be discussed so as to enable the members to review those items in advance.

11.6.2 The proceedings at a special general meeting shall be subject to the same legal provisions as those for an annual general meeting.

11.7 Meeting Notices

11.7.1 Notice must be given by the **Chair** at least five (5) working days prior to the meeting, or

11.7.2 by the **Executive or four (4) members**. Only the items mentioned in the notice of meeting may be discussed. The notice period for such a meeting shall be forty-eight (48) hours.

11.7.3 Notice of a meeting, along with the agenda, place, and date, shall be given by letter, facsimile, telephone, or e-mail.

11.8 Quorum

A minimum of fifty (50) per cent of the community members and fifty (50) per cent of the government members shall constitute a quorum for meetings of the Health Network. The quorum must be maintained for the entire meeting.

11.9 Voting

11.9.1 Resolutions shall be adopted by simple majority vote of the members present, unless the Act or the Bylaws provide otherwise.

11.9.2 Only the members present shall be able to vote at meetings; proxy voting is not permitted.

11.9.3 All votes cast shall be by a show of hands unless two (2) members or the Chair of the Board request a secret ballot. In the event of a tie, the status quo shall prevail, and any motion shall then be considered defeated, as the Chair is not entitled to cast a second vote.

11.9.4 Electronic voting is permitted in order to decide a specific issue. The motion and the outcome of the vote shall be noted in the minutes and ratified at the next meeting of the Board.

11.10 Chair of meetings

11.10.1 Each meeting shall be presided by one of the Co-chairs. If neither is present, the Vice-chair shall preside. In the absence of all three (3), an alternate member shall be appointed chair.

11.10.2 The deliberations at meetings shall take place in accordance with the procedures determined by the chair of the meeting.

11.11 The Secretary of the Health Network shall serve as secretary at all meetings. In the event of his or her absence or incapacity, the members present shall choose another person to perform this duty.

11.12 Employees of the Health Network may attend Board meetings as resource persons without the right to vote.

11.13 A meeting may be adjourned by majority vote. That meeting may be resumed at another time provided there is a quorum. The resumption of the meeting shall be determined at the time of adjournment; it shall therefore not be necessary to send out another notice of meeting to the members. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place, unless notice of such new business is given to the members.

ARTICLE 12 - EXECUTIVE COMMITTEE

12.1 The Executive is responsible for managing the affairs of the Health Network between Board meetings and general meetings.

- 12.1.1** The Executive may make rules and regulations for the management of the Health Network and, from time to time, amend or re-enact any of the Health Network's rules and regulations, but every such rule and regulation and every repeal, amendment, or re-enactment thereof, unless in the meantime confirmed at a general meeting of the Health Network duly called for that purpose, shall have force only until the next annual general meeting of the Health Network.
- 12.2** The Executive shall consist of five (5) officers: three (3) community members, two (2) government members, and the Executive Director who sits as a resource person. The Executive officer positions are as follows:
- Community Co-chair
 - Government Co-chair
 - Vice-chair
 - Secretary
 - Treasurer.
- 12.2.1** **The Co-chairs** shall alternately preside at all meetings of the Health Network. They ensure that the rules and procedures provided for in the Bylaws are strictly adhered to, that all committees authorized by the Bylaws and the Board perform their assigned duties, be an ex-officio member of all committees of the corporation, and prepare a report to be presented at the annual general meeting.
- 12.2.2** **The Vice-chair** shall preside over any meeting of the Board in the absence of the Co-chairs and shall perform such other duties as may be assigned by the Board.
- 12.2.3** **The Secretary** shall keep correct minutes of all of the meetings held, conduct the correspondence of the Health Network, and carry out the directions of the members. The Secretary shall also keep the Health Network's records and corporate seal and shall certify all and any records or documents as required. In the absence of the Secretary, these duties shall be carried out by such person appointed by the Chair or the Board to serve in the Secretary's absence.
- 12.2.4** **The Treasurer** shall attend to the financial affairs of the corporation, oversee the budgets of the committees of the corporation, prepare such financial statements as are deemed necessary by the Executive, prepare an annual financial summary, and receive all monies and pay all amounts of the Health Network as approved by the Board.
- 12.2.5** **The Executive Director** is responsible for the day-to-day operation of the Health Network and sits as a resource person without the right to vote.
- 12.3** The officers shall be elected to their Executive positions by the Board immediately after the annual general meeting. No notice of meeting is required for this meeting.
- 12.4** The officers' terms, which start as soon as they are elected, shall be for three (3) years. The officers' positions shall be renewable by election.

- 12.5** The Executive shall meet as necessary.
- 12.6** The notice of meeting for a meeting of the Executive, indicating the agenda, place, and date, shall be given by the Chair of the Board or his or her delegate by letter, facsimile, telephone, or e-mail at least two (2) working days prior to the meeting.
- 12.7** Three (3) officers, including one (1) government officer and one (1) community officer, shall constitute a quorum of the Executive.
- 12.8** Any officer may resign from the Executive of the Health Network at any time by informing the Chair of that intention in writing. Such resignation shall take effect immediately, and the officer shall automatically lose all rights and privileges associated with his or her officer position.
- 12.9** The Executive may, by a decision of three (3) officers, which must include at least one (1) community and one (1) government officer, make a recommendation to the Board to suspend or expel an officer from the Executive who does not comply with the Bylaws or who commits an act deemed to be unworthy or to be contrary or harmful to the goals and objectives of the Health Network.
- 12.10** When an officer is absent from three (3) consecutive Executive meetings, the Executive may, by a decision of three (3) officers, which must include at least one (1) community and one (1) government officer, make a recommendation that the Board decide if the member shall cease to hold his or her position on the Executive.
- 12.11** Any vacancy shall then be filled by resolution of the Board for the balance of the term of the outgoing officer.

ARTICLE 13 - ADMINISTRATIVE AND FINANCIAL ACTIVITIES

- 13.1** The Health Network shall carry out its activities in the province of Prince Edward Island.
- 13.2** All Board meetings and other meetings shall take place in French. If necessary, the Health Network may call upon translation or interpretation services to facilitate dialogue and decision making.
- 13.3** The Health Network may organize activities, programs, or projects, when circumstances so require, intended for both of the official language communities of Prince Edward Island. In such cases, correspondence, communications, advertising, promotional tools, and other documentation issued by the Health Network in connection with its activities, programs, or projects may be translated from French into English or vice versa.
- 13.4** For deliberations during meetings, the Morin Code shall apply.

- 13.5** The Health Network shall manage/administer its finances in accordance with the requirements of the contribution agreement with the Société Santé en français and other funding providers and in accordance with the projects that it is assigned.
- 13.6** The Health Network shall use its human, financial, and material resources to carry out its mandate. The members may from time to time exercise the following borrowing and banking powers:
- 13.6.1** borrow money on the credit of the Health Network in such amounts and on such terms as may be deemed necessary;
 - 13.6.2** hypothecate, mortgage, charge, or pledge all or any of the real or personal property, undertakings, and rights of the Health Network to secure any money borrowed or other liability of the Health Network;
 - 13.6.3** give indemnities to any member or other person who is undertaking or who is about to undertake any liability on behalf of the Health Network and to secure such member or other person against loss by giving him or her a mortgage or charge upon the whole or any part of the real or personal property of the Health Network.

These powers shall be exercised only under the authority of the Board. The assets of the Health Network may only be pledged as security with the resolution of the Board.

- 13.7** The bank account of the Health Network shall be kept at such bank, trust company, or credit union, or other recognized financial institution, as the members may from time to time determine.
- 13.8** The Board shall appoint four (4) signatories. The signature of two (2) of the four (4) signatories shall be required for cheques and negotiable instruments.
- 13.9** The Board may take any measures considered necessary to enable the Health Network to acquire, accept, solicit, or receive bequests, donations, and grants of all types or to sell or convert bequests, donations, and grants of all types for the purpose of promoting the mandate, objectives, and goals of the Health Network.
- 13.10** The work of the Health Network may be further supported by contributions from the government or the community.
- 13.11** The Health Network may invest sums of money, provided this does not interfere with the fulfillment of its mandate and inasmuch as the requirements of the funding providers are met, in accordance with the projects that it is assigned.
- 13.12** The Health Network may actively participate in the functions of marketing, product development, research, communications, and education.

- 13.13** The Health Network may sponsor, undertake, and encourage such projects with industries, businesses, or companies that are conducive to the attainment of the objects of the corporation.
- 13.14** The fiscal year of the Health Network shall end on March 31 of each year.
- 13.15** Unless a funding provider or the Board requires an audit, the annual financial statements of the Health Network shall be reviewed by an accounting firm appointed at the annual general meeting.
- 13.16** The seal appearing in the margin of this document is the seal of the *Réseau Santé en français Î.-P.-É. inc. 2013*.

ARTICLE 14 - DISSOLUTION

In the event of dissolution, the Health Network shall first discharge any debts and any dissolution expenses, and the proceeds from the liquidation of assets shall be given to the community organizations determined by the Board for the purposes of promoting the health and wellness of the Acadian and Francophone population of Prince Edward Island.

ARTICLE 15 - AMENDMENTS TO CONSTITUTION AND BYLAWS

- 15.1** The Executive may table a draft amendment to the Constitution and Bylaws of the Health Network at an annual general meeting or a special general meeting provided the members are notified ten (10) days prior to the meeting.
- 15.2** A member may table a draft amendment to the Constitution and Bylaws provided the Executive is notified thirty (30) days prior to the annual general meeting.
- 15.3** The text of any draft amendment shall be communicated to the members along with the notice of meeting.
- 15.4** The Constitution and Bylaws of the Health Network may be amended by a bylaw adopted by the Board and approved by two-thirds (2/3) of the members present at an annual general meeting or a special general meeting.

ARTICLE 16 - COMING INTO FORCE

This Constitution and Bylaws shall come into force on the same day as the incorporation.