

**BY-LAWS  
OF THE  
PARTNERSHIP FOR A HEALTHY  
MCLEAN COUNTY**

**ARTICLE I – NAME**

This organization shall be known as the Partnership for a Healthy McLean County, hereinafter referred to as the Partnership.

**ARTICLE II – PURPOSE**

**Section 2.1 – Purpose**

The purpose of the Partnership, as a coalition, is to improve the health of McLean County citizens.

**Section 2.2 – Responsibilities**

The Partnership will work to maintain and improve the health status of McLean County, thus improving the quality of life for the citizens of McLean County. The Partnership will work to help reduce unnecessary suffering, illness, disability and death by promoting good health practices and by developing and implementing preventive strategies to educate the citizens of McLean County. The Partnership will do this by engaging in the following activities:

1. Develop and implement a strategic plan for improving community health and fitness that addresses health-related priorities.
2. Identify gaps in services and identify unmet needs.
3. Establish and maintain a network of individuals and organizations interested in improving the health of the area.
4. To coordinate efforts to inform and educate the citizens of McLean County relative to health-related issues.
5. Conduct public forums to solicit information and feedback from the citizens of McLean County regarding health issues and to disseminate information regarding the general status of the health of the citizens in McLean County.
6. Develop, plan, implement and coordinate action plans to address the identified needs as appropriate.

**ARTICLE III – GEOGRAPHIC AREA**

**Section 3.1 – Area**

The area to be served by the Partnership shall include McLean County.

## **ARTICLE IV – MEMBERSHIP**

### **Section 4.1 – Membership**

Membership will consist of organizations and individuals that are committed to improving the health of the citizens of McLean County. The Partnership must formally vote on the membership of individuals or organizations who express a desire to serve on the Partnership. There will be no limit to the number of memberships or limit on the number of terms or years that a member may serve, however, each organization/program may have only one vote.

### **Section 4.2 – Termination of Membership**

It is expected that all members shall be active and informed participants of the Partnership to insure the success of the Partnership in its endeavors. Thus, any member with three consecutive unexcused absences from Partnership meetings may have membership terminated by formal action of the Partnership. It shall be assumed by the Partnership that a member with three consecutive unexcused absences from the meetings has lost interest in or is no longer able to fulfill the duties and responsibilities of a Partnership member. Said member shall be notified in writing of this action.

### **Section 4.3 - Voting**

Each member is entitled to one vote. Voting by proxy shall not be permitted. Routine business may be approved by the majority of yea or nay votes. All other business may require a roll call vote or secret ballot if requested by a member. When roll is taken, each member's vote shall be recorded in the minutes.

## **ARTICLE V – ORGANIZATION**

### **Section 5.1 – Officers**

The officers of the Partnership shall include the Chairman, Vice Chairman and Secretary/Treasurer.

### **Section 5.2 – Chairman**

The Chairman of the Partnership shall preside at all meetings of the Partnership and shall serve as a representative of the Partnership to the Green River Regional Health Council. The Chairman shall report on the activities of the Partnership to the Green River Regional Health Council at its regularly scheduled bi-monthly meetings. The Chairman may, however, appoint another member of the Partnership to serve as the designated representative to the Green River Regional Health Council when the Chairman is unable to attend.

### **Section 5.3 – Vice Chairman**

The Vice Chairman shall assume all duties of the Chairman in the Chairman's absence. Another coalition member may be designated to fulfill these duties in the Vice Chairman's absence.

### **Section 5.4 – Secretary/Treasurer**

The Secretary/Treasurer shall be responsible for recording the minutes at all Partnership meetings and shall maintain the written original minutes in an orderly fashion for permanent retention. Should the Partnership receive any funds through grants, donations, fundraisers, etc., the Secretary/Treasurer shall be responsible for maintaining appropriate financial accounts and shall submit a monthly financial report at each meeting, maintaining such in an orderly fashion for permanent retention.

### **Section 5.5 – Terms of Office**

Officers shall be elected or appointed for a term of two (2) years and may be re-elected or re-appointed at the end of their term. Officers may not, however, serve more than two (2) consecutive terms. Terms of service shall be on a calendar year.

### **Section 5.6 – Election of Officers**

The initial election of officers shall occur at the first meeting of the Partnership. Thereafter, the Nominating Committee shall make recommendations to the Partnership regarding subsequent officers.

## **ARTICLE VI – COMMITTEES**

### **Section 6.1 – Executive Committee**

The Executive Committee shall consist of the Chairman, Vice Chairman, Secretary/Treasurer and two additional members to be selected by the Partnership. The Executive Committee shall meet at times other than the regularly scheduled Partnership meetings as deemed necessary and appropriate with sufficient notice to be given to the Executive Committee members. Any action taken by the Executive Committee shall be reported to the Partnership at the next regularly scheduled meeting.

### **Section 6.2 – Nominating Committee**

The Nominating Committee shall be appointed by the Chairman of the Partnership and said appointments approved by the Partnership. The Chair of the Nominating Committee shall be selected by the Chairman. The Nominating Committee shall consist of five members from the Partnership.

### **Section 6.3 – Ad Hoc Committees**

The Chairman of the Partnership may appoint Ad Hoc Committees as deemed necessary and appropriate. The Chair of any Ad Hoc Committee shall be appointed by the Chairman of the Partnership. The Ad Hoc Committees shall establish goals to accomplish the specific purpose for which the Committee was appointed. Each Committee shall report periodically to the Partnership. When the purpose of an Ad Hoc Committee has been accomplished, the Committee shall be disbanded following its final report to the Partnership.

## **ARTICLE VII – MEETINGS**

### **Section 7.1 – Meetings**

The Partnership shall meet monthly and at any other time deemed necessary. The time and place of the meetings will be determined by the Partnership. Notices containing this information shall be sent not less than one week prior to all meetings.

### **Section 7.2 – Special Meetings**

Special meetings shall be called by the Chairman or requested from one-third of the membership at any time or place by giving sufficient notice to the Partnership.

### **Section 7.3 – Quorum**

A quorum for any meeting of the Partnership shall consist of 51% of the members.

### **Section 7.4 – Roberts Rules**

All meetings shall be conducted according to the most recent version of Roberts Rules of Order.

### **Section 7.5 – Open Meetings**

All meetings shall be conducted in accordance with the Open Meetings Law.

## **ARTICLE VIII – AMENDMENTS**

### **Section 8.1 – Amendments to Bylaws**

Any Partnership member may propose an amendment to the Bylaws. A proposal to amend the Bylaws must be presented at a regularly scheduled meeting and voted on by the Partnership at the next regularly scheduled meeting. Written notice of the impending vote regarding the proposed amendment must be provided to each member of the coalition. This notice must contain the proposed amendment and pertinent information regarding the date and time the amendment will be presented to the Partnership for action.

## **Section 8.2 – Final Approval**

The approval of any amendment shall be presented to the Green River Regional Health Council for final approval. Action taken by the Green River Regional Health Council will be communicated to the Partnership.

## **ARTICLE IX – CONFLICT OF INTEREST AND CONFIDENTIALITY**

### **Section 9.1 – Conflict of Interest**

Any Partnership member, officer, key employee or agent who has an interest in a contract or other transaction presented to the Partnership, or a committee thereof, for authorization, approval, or ratification, shall make a prompt and full disclosure of his/her interest to the Partnership or committee prior to its acting on such contract or transaction. Such disclosure shall include any relevant and material facts known to such persons about the contract or transaction which might reasonably be construed to be adverse to the Partnership's interest.

If the Partnership enters into transaction with other agencies that share a common Partnership member, the common member, after having disclosed all pertinent information known to him or her, shall avoid participation in approving the action and leave review and action to remaining membership. The body to which such disclosure is made shall thereupon determine by a vote of seventy-five percent (75%) of the votes entitled to vote, whether the disclosure shows that a conflict exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor participate (other than to present factual information or to respond to questions) in the discussions or deliberations with respect to such contact or transaction. Such person may be counted in determining whether a quorum is present, but may not be counted when the Partnership or committee of the Partnership takes action on the transaction. The minutes of the meeting shall reflect the disclosure, the vote thereon, the abstention from voting and participation, and whether a quorum was present.

### **Section 9.2 – Confidentiality**

A Partnership shall deal in confidence with all matters involving the Partnership until such times as there has been general public disclosure. A Partnership member normally shall refer media to the Partnership Chair or other individual designated by the Partnership.