



**Health Care Coalition of Lafayette County  
(a Rural Health Network)**

**BY-LAWS**

**ARTICLE I – NAME AND OFFICE**

1. This organization shall be known as the “Health Care Coalition of Lafayette County, (a Rural Health Network), dba Health Care Collaborative of Rural Missouri and dba Live Well Community Health Center” hereinafter referred to as the HCC. It is registered under Articles of Incorporation with the State of Missouri under the provisions of Section 501(c)(3) and Section 170(c)(2) of the Internal Revenue Code of 1954.
2. The principal office of the Corporation in the State of Missouri shall be located at 608 Missouri Street; Waverly, MO 64096.
3. The Corporation shall have and continuously maintain within the State of Missouri a registered office and a registered agent, whose office shall be the same as the Corporation’s principal office.

**ARTICLE II – MISSION AND OBJECTIVES**

1. The mission of the HCC shall be to “provide leadership in securing comprehensive services across the continuum of care.”
2. The Objectives of the HCC shall be to:
  - Monitor the availability and delivery of health care services;
  - Ensure that all residents are informed about available health and wellness services;
  - Advocate for the individual, care provider, and institutional commitment to the health of everyone in Lafayette County and surrounding service area;

- Hold the people and organizations in the region of west central Missouri accountable for its commitment to the health of everyone in the service area;
- Provide a unified voice for our communities that will address health needs with agencies and governmental units beyond our boundaries.

### **ARTICLE III – MEMBERSHIP**

Membership in the HCC is available to all persons and organizations interested in and/or involved in health care and who support the mission of the HCC. It shall be the duty of the Board of Board members to evaluate yearly, the performance of the Chief Executive Officer. Every Board Member shall have the opportunity to fill out an evaluation. The evaluations should be returned to the Governance Committee to review with the Board Members.

1. Board Members: The Board of Board members may include chief officers or designees of HCC's Founding Members: Lafayette Regional Health Center, Care Connection for Aging Services, Pathways Community Behavioral Healthcare, Inc., 4-Life Center and Lafayette County Health Department. Other members may be appointed at the discretion of the Board to assure a consumer majority.

#### a) Board Composition.

- i. The HCC shall have a consumer majority Board of 9 to 13 members;
- ii. A minimum of 51% of board members shall be patients served by the organization;
- iii. Patient board members, as a group, shall represent the individuals served by the organization in terms of demographic factors;
- iv. Non-patient board members shall be representative of the communities served by the organization;
  - Among non-patient board members, no more than one-half may derive more than 10% of their annual income from the health care industry;

- v. Health center employees and immediate family members of employees may not be board members.
  - b) A quorum shall be established at any meeting if there 51% of members present;
  - c) One vote shall be allowed per member.
  - d) The Board is a voluntary commitment of approximately 10 (ten) hours per month devoted to the guidance of the HCC.
  - e) Board members shall be selected by the Governance Committee, which will perform the recruitment process. Board members will serve three-year terms with no more than three consecutive terms. After a one-year reprieve, Board members may be re-appointed for a second three consecutive term. Terms shall begin on July 1 and the terms shall be staggered so that no more than one-third of the Board members expire each year.
  - f) In order to be consistent with the Missouri Revised Statutes, which apply to governmental agencies, any agency representing government offices, will serve as an ex-officio member as appropriate. An ex-officio member will be a non-voting Board member.
  - g) Resignation or Removal: Any director may at any time resign by giving written notice to the Executive Director and Board President. The resignation may take effect at the date the notice is received or at a later date specified in the notice. The Board of Directors may, by an affirmation majority vote, consider three (3) unexcused or excused absences by any director in any twelve (12) month period to constitute a resignation on the part of that director. The Board of Directors may, by an affirmation majority vote of the directors present in person at any meeting, remove any director, with or without cause.
2. Board Authority. HCC will maintain ~~regulations~~ compliance with all HRSA 330 funding requirements. No other individual, entity or committee shall reserve

approval authority or have veto power over the health center board with required to its required authorities and functions, specifically:

- a) The Board is charged with making decisions on behalf of the HCC.
- b) Members of the Board are responsible for budgeting for, and monitoring compliance of HCC's programs and services, specifically Community Health Center operations.
- c) Members of the Board shall approve all grant applications and budgets.
- d) The Board reviews recommendation for recruitment, selection, dismissal, and performance evaluation of HCC's Chief Executive Officer. This includes hiring and terminating the Chief Executive Officer.
- e) The Board is responsible for determining services and hours of operation for HCC's programs and services.
- f) The Board is responsible for all legal, quality, financial and customer service of HCC's programs and services.
- g) The Board is responsible for financial decisions regarding borrowing money on behalf of the organization, sign, execute and deliver promissory notes or other evidences of indebtedness
- h) The Board is responsible for all personnel, financial and operational policies and procedures for HCC's programs and services.

#### **ARTICLE IV – OFFICERS AND ELECTION**

1. The HCC shall have four Officer positions (Executive Committee). The Officers shall be: Chairperson, Vice-Chairperson, Secretary, and Treasurer. The Officers shall be elected by the members of the Board.
2. There shall be an election of Officers, held when officer positions become available.
  - a) To be eligible to run for office, a person must be an Board Member and must express a willingness to assume the duties and responsibilities of the office;

- b) All Board members must be notified of the slate at least seven days in advance of the election;
  - c) Officers are elected by a majority vote and shall serve for two years with no more than two consecutive terms served in the same office. Terms of office shall begin July 1<sup>st</sup>.
2. In case of a vacancy in any office other than Chairperson, the Board shall nominate a person for the vacant position, followed by a vote. The person elected shall finish out the term.
3. In case of a vacancy in the office of Chairperson, the Vice-Chairperson shall fill the position and finish out the term. Members of the Board shall nominate a person to be elected to the Vice-Chairperson position, followed by a vote. The person elected shall finish out the remaining term.

**ARTICLE V – DUTIES OF OFFICERS (Executive Committee)**

The Health Care Coalition of Lafayette County Executive Committee is a voluntary position and involves a time commitment of 5 (five) hours per month.

1. The Chairperson shall:
- a) Work with the Chief Executive Officer to prepare agendas and facilitate meetings;
  - b) As a member of the Executive Committee, help conduct the annual performance evaluation of the Chief Executive Officer;
  - c) Assure that the affairs of the HCC fulfill its mission, goals, and objectives;
  - d) Appoint and oversee committees;
2. The Vice-Chairperson shall:
- a) Serve as Chairperson in the absence of the Chairperson;
  - b) Assist the Chairperson in completing his/her duties;
  - c) As a member of the Executive Committee, help conduct the annual performance evaluation of the Chief Executive Officer;
  - d) Perform such other duties as may be assigned by the Chairperson.
3. The Secretary shall:

- a) Review minutes of previous Board Meeting and submit to the Board at the meeting;
  - b) As a member of the Executive Committee, help conduct the annual performance evaluation of the Chief Executive Officer;
  - c) Perform such other duties as may be assigned by the Chairperson.
  - d) Present monthly reports to the Executive Committee and the HCC.
4. The Treasurer shall:
- a) Chair the Finance Committee;
  - b) Assist in the preparation of the budget;
  - c) As a member of the Executive Committee, help conduct the annual performance evaluation of the Chief Executive Officer;
  - d) Make financial information available to HCC members and the public, as requested;
  - e) Perform such other duties as may be assigned by the Chairperson.

#### **ARTICLE VI – STANDING COMMITTEES**

1. The Finance Committee, appointed by the Chairperson, shall be comprised of three members of the Board. The Treasurer shall chair the Committee in its duties to develop and review the fiscal procedures and the annual budget with the Chief Executive Officer and Board Members. The Board must approve the budget for the fiscal year July 1 – June 30, and all expenditures must be within the budget. Any major budget changes must be approved by the Board. Annual reports shall be submitted to the Board showing income, expenditures and pending income.
2. The Governance Committee, appointed by the Board, is responsible for the organizational structure and governance recommendations for HCC. This includes annual review of the by-laws and implementation, and facilitation of Chief Executive Officer Evaluation and Board Evaluation and Succession Planning. This also includes the recruitment, succession and orientation for new Board members.

#### **ARTICLE VII – AD HOC COMMITTEES**

1. The Chairperson may appoint ad hoc committees to accomplish specific objectives. Each ad hoc committee will function until the completion of its assigned duties.

### **ARTICLE VIII – MEETINGS**

1. Board meetings will be held monthly. All meetings may be held at any place within the service area.

2. Notice of regular meetings shall be given to all Board Members (by mail, electronic mail, or phone) at least seven calendar days prior to the meeting.

3. Special meetings may be called by the Board Chairperson with as much notice as possible.

4. Meetings shall follow Robert's Rules of Order.

5. Meetings may be attended via person, phone or video.

6. In rare instances, Board actions may be taken by email by an affirmative vote of at least two thirds of the Board members currently in office

If an item for Board action is best addressed before the next Board meeting, the following factors will be considered by the Board Chairperson before determining whether to ask for an action by email:

(a) How soon a decision is required.

(b) Whether the decision would be better made after further discussion and/or whether alternatives should be considered.

(c) Whether all Board members have sufficient information to make an informed decision.

If after considering the above factors, the Board Chairperson determines it would be best to take the action by email, the Board Chairperson or Chief Executive Officer will email the proposed action to all Board members at their respective email addresses.

The email shall request that each Board member vote by electronic vote with no motion or second required, reply to all Board members that he or she:

- (a) is in favor of the proposed action or
- (b) is opposed to the proposed action or
- (c) requires additional information or discussion before casting a vote.

If the action is approved by affirmative vote of at least two thirds of the Board members currently in office, all Board members shall be sent immediate notice of the approval including the text of the proposed action and its effective date and time.

At the first Board meeting following the email vote, all Board members present will be asked to sign a document containing both the proposed action and a list of Board members' votes to confirm the email votes.

The proposed action and the list of votes shall be entered into the minutes of the next Board meeting. The signed resolution will be retained with the minutes of the meeting.

#### **ARTICLE IX – BY-LAWS AMENDMENTS**

1. Amendments to the By-Laws shall be made by the Board and shall require a two-thirds majority vote for approval.
2. Board Members shall be notified, by postal or electronic mail, of proposed amendments at least seven days prior to the meeting scheduled with a note, with such notice including a copy of the proposed changes and the meeting agenda.

#### **ARTICLE X – LIMITATIONS ON OPERATIONS AND DISSOLUTION**

1. Notwithstanding any other provisions of Articles of Incorporation or these By- Laws, the Corporation shall not carry on any activities not permitted by:
  - a) A corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law); or
  - b) A corporation to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law).



2. Upon the dissolution of the Corporation, or other liquidation of its assets, the Corporation's property shall not be conveyed to any for-profit organization, nor conveyed to any individual for less than the fair market value of such property. The Board of Board members, after settling the liabilities of the Corporation, shall convey the remaining assets of the Corporation only to such organizations whose status is described in Section 1 of Article X. above and whose purposes do not conflict with the HCC Mission. Any assets not so conveyed shall be disposed of by the Circuit Court of Lafayette County, in which the principal office of the Corporation is located, according to these guidelines.

#### **ARTICLE XI – WAIVER OF NOTICE**

1. Whenever any notice is required under the provisions of the By-Laws, or the Articles of Incorporation, or the Missouri Nonprofit Corporation Act, waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### **ARTICLE XII- FISCAL YEAR**

1. The Fiscal Year of the HCC shall commence on the first day of July in each year.

#### **ARTICLE XIII – PUBLIC ACCESS TO BOOKS AND RECORDS**

1. It is the policy of HCC to subject itself to the provisions of Missouri Revised Statute Chapter 610, as amended, the regulations promulgated pursuant thereto, or the corresponding provision of any applicable future law or regulations related to the same subject matter (collectively, "Chapter 610") as though the HCC were a public governmental body (as that term is defined in Chapter 610) insofar as they can be made applicable and are not otherwise inconsistent with HCC's Articles or these By-Laws; provided that no action of HCC can be invalidated for having failed to abide by the provisions of Chapter 610; provided further that neither HCC nor any of its Board members, officers, employees or agents shall be liable for any

monetary damages or civil fines or other penalties for violation of Chapter 610, HCC is authorized to close meetings, records and votes to the extent that they relate to (a) investment decision or investments (including the purchase or sale of any properties or securities) made by HCC, (b) the processes of the Board in identifying qualified individuals to be nominated to fill Board vacancies and CEO position.

#### **ARTICLE XIV – INDEMNIFICATION**

1. **Indemnity.** HCC shall indemnify and hold harmless any member of the Board or officer of HCC, or former member of the Board or officer of HCC, who was or is a party to or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that such person is or was a member of the Board or officer of HCC, or is or was serving HCC with a contractual commitment of indemnification, or is or was serving at the request of HCC as a member, manager, Director, officer, or agent of another person, against expenses (including attorney fees), losses, costs, damages, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding of the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of HCC, and, with respect to any criminal or civil action or proceeding, had no reasonable cause to believe his/her/its conduct unlawful; provided, however, HCC will not be required to indemnify any person in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her/its duty to HCC unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea

of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interest of HCC, and with respect to any criminal or civil action or proceeding, had reasonable cause to believe that his/her/its conduct was unlawful.

2. **Authorization by the Board.** Any indemnification hereunder shall be made by HCC upon the occurrence of either one of the following: (a) authorization is the specific case upon a determination that indemnification of the person is proper under the circumstances because the person has met the applicable standard of conduct set forth in this Article XIV; or (b) issuance of a final court judgment or order requiring indemnification or stating that it would be lawful in the specific case. The determination described in clause (a) of this section XIV-11 shall be made (i) by the Board by a majority vote of the members of the Board who were not parties to such action, suit, or proceeding, or (ii) if a quorum is not obtainable, or even if obtainable, and a majority of disinterested members of the Board so directs, by independent legal counsel in a written opinion.

3. **Cooperation of Indemnities.** Any person seeking indemnification pursuant to this Article XIV shall promptly notify HCC of any action, suit, or proceeding for which indemnification is sought and shall in all ways cooperate fully with HCC and its insurer, if any, in their efforts to determine whether or not indemnification is proper in the circumstances, given the applicable standard of conduct set forth in the Article XIV. Any person seeking indemnification pursuant to the Article XIV other than with respect to (a) a criminal action, suit, or proceeding, or (b) an action, suit, or proceeding by or in the right of HCC, shall (i) allow HCC and/or its insurer the right to assume direction and control of the defense thereof, if they elect to do so, including the right to select or approve defense counsel, (ii) allow HCC and/or its insurer the right to settle such actions, suits, or proceedings at the sole discretion of HCC and/or its insurer,

and (iii) cooperate fully with HCC and its insurer in defending against, and settling such actions, suits, or proceedings.

4. **Advance of Expenses.** Expenses incurred in defending a civil or criminal action, suit or proceeding brought other than by HCC shall be paid by the HCC in accordance with HCC's insurance plan until the earlier to occur of (a) the final disposition of the action, sit, or proceeding in the specific case, or (b) a determination by the Board that indemnification is not proper under the circumstances because the applicable standard of conduct set forth in the Article XIV has not been met. Expenses incurred in defending a civil or criminal action, suit, or proceeding brought by HCC may be paid by HCC in advance of the final disposition of the action, suit, or proceeding, as authorized by the Board in its sole discretion in the specific case. Any advance of expenses shall not commence until receipt by the Board of an undertaking by or on behalf of the individual seeking such advance to repay any advance amount unless it shall ultimately be determined that he/she/it is entitled to be indemnified by HCC as authorized in this Article XIV.

5. **Non-Exclusivity.** The indemnification provided by this Article XIV shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under Missouri Revised Statute Sections 537.117, 355.471, or 355.476., these By-Laws or any agreement, or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be a member of the Board or officer of HCC and shall inure to the benefit of the heirs, executors, and administrators of such person.

6. **Insurance.** HCC will purchase and maintain insurance on behalf of any person who is or was a member of the Board, officer, employee, or agent of HCC, or is or was serving HCC with a contractual commitment of indemnification, or is or was serving at the request of HCC as a member, manager, director, officer, employee, or agent of another person against any liability asserted against that person against such liability under the provisions

of the Act. The acquisition of insurance for any such person under this Section XIV-VI shall not give rise to or increase, as the case may be, the obligations of HCC to indemnify any person.

7. **Additional Indemnification.** HCC may provide further indemnity, in addition to the indemnity provided by this Article XIV to any person who is or was member of the Board or officer of HCC, or is or was serving HCC with a contractual commitment of indemnification, or is or was serving at the request of HCC as a member, manager, director, officer, or agent of another person, provided that no such indemnity shall indemnify any person from or on account of such person's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest, or willful misconduct.

8. **Set-off.** HCC's indemnity of person who is or was a member of the Board or officer of HCC, or is or was serving HCC with a contractual commitment of indemnification, or is or was serving at the request of HCC as a member, manager, director, officer, or agent of another person, shall be reduced by any amounts such person may collect as indemnification (a) under any policy of insurance purchased and maintained in his/her/its behalf by HCC, or (b) from another person, or from insurance purchased by any of them.

8. **Limitation.** Nothing contained in this Article XIV, or elsewhere in these By-Laws, will operate to indemnify a member of the Board or officer of HCC or any other person if such indemnification is for any reason contrary to law.

#### **ARTICLE XV – CONFLICT OF INTEREST**

The Conflict of Interest Policy is located in the Administrative Policies and Procedures Manual. A conflict of interest transaction is a transaction in which a member of the Board of Board members has a Financial or Institutional Interest (as those terms are defined in the Conflict of Interest Policy). A conflict of interest transaction is not voidable if the transaction is not unfair to HCC at the time it is entered into or is approved.

1. In advance by the Board of Board members or a committee of the Board if, in accordance with HCC's Conflict of Interest Policy:

- a) The material facts of the transaction and the Board members interest are disclosed or known to the Board or the committee of the Board;
- b) Any Director disclosing a Financial and/or Institutional Interest abstains from involvement (as defined in the Conflict of Interest Policy) in the transaction; and
- c) The Board members approving the transaction in good faith reasonably believe that the transaction is not unfair to HCC; or

For the purpose of the above paragraph (a), conflict of interest transaction is approved if it received the affirmative vote of a majority of the Board members on the Board, or on the committee, who have no direct or indirect Financial and/or Institutional interest in the transaction vote to approve the transaction, a quorum is deemed present for the purpose of the vote and action taken under this paragraph.

If the transaction is approved, the minutes of the meeting shall reflect the names of the member who disclosed Financial or Institutional Interest; the nature of the such interest and whether the Board determined there was a conflict, the names of the persons present for discussion and votes relating to the transactions; the content of the discussions, including any alternatives to the proposed transaction; and a roll call of the vote.

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