MID SHORE
HEALTH IMPROVEMENT COALITION

BYLAWS

ARTICLE I: ORGANIZATION

Section 1: Name
The name of the organization shall be Mid Shore Health Improvement Coalition (MSHIC)

Section 2: Office
The principal office of the Coalition is located at 125 S. Lynchburg St., Chestertown, MD, 21620, (Kent County Health Department). The designation of the location of the principal office may be changed only by the MSHIC Executive Committee.

Section 3: Legal Status
This coalition has no independent legal status. For the purpose of entering into contract agreements, MSHIC uses the services of Kent County Health Department.

ARTICLE II: MISSION, VISION, VALUES

Mission, Vision, and Values adopted from the American Public Health Association.

Section 1: Mission
Improve the health of our Mid-Shore residents and achieve equity in health status.

Section 2: Vision
Create the healthiest Mid-Shore in one generation.

Section 3: Values
Community

We are a "home" for people who share a commitment to population health. We believe we have greater potential for impact when we create community to solve problems, share new ideas and explore different perspectives.

Science and evidence-based decision making
The best policies and practices are ones based on research, with evidence that demonstrates effectiveness. The best innovations come from testing new ideas and approaches.

Health equity
We believe in conditions that give everyone the opportunity to reach their best health. This requires valuing all individuals and populations equally. It means addressing inequities in the places where people are born, grow, live, work, learn and age. When will we know we have succeeded? When health disparities are eliminated.

Prevention and wellness
Preventing disease and injury, and ensuring an environment where the healthy choice is the easy choice are worthwhile investments that lead to an overall improved human condition.

Real progress in improving health
Our effort must result in forward movement in health impact. Sometimes that is a leap forward. Other times it's small steps. But always, it is real progress.

ARTICLE III MEMBERSHIP

Section 1: Eligibility for Membership
Membership is open to any organization, business, agency, governmental entity, or individual supporting the coalition's mission as stated in ARTICLE II. To ensure a broad cross-section of community representation, the following sectors will be represented:

- Hospital Systems
- Federally Qualified Health Centers and Health Care Providers,
- Schools, (early learning, K-12, college and vocational)
- Employers, Unions, Chambers of Commerce
- Health Insurance Payors
- Community Groups (faith-based, local government, and community based organizations)
- At large (all other concerned citizens)

In addition, the coalition will strive to reflect the demographic diversity of the Mid-Shore community.

Section 2: Levels of Membership
A. Community Membership:

Volunteer, attend meetings. No amount of time is too small. Community members do not sign a Coalition Agreement (CA) and will not have voting authority.
Community Members will:

- promote the Coalition's common interest;
- participate in community activities and events sponsored by the Coalition and those of member organizations, as time permits;
- track and report usable in-kind resources donated (personal time, supplies, etc.);
- participate in discussions determining the direction of the coalition that are not put up to a vote;
- further fellowship and relationships among members of the coalition and community;
- promote, encourage, and support services at the local level;
- foster knowledge and community involvement among members;
- direct any media requests to the Coalition Coordinator;
- support the provisions of these bylaws.

B. Active Membership:

Active Members are those who have signed a current formal Coalition Agreement (CA) with the Coalition, and follow the responsibilities outlined therein. Coalition Agreements will be renewed every June.
Active Members will attend an orientation session and will be expected to attend MSHIC meetings and community initiatives. They will pledge their support individually and/or organizationally to build the coalition and promote the mission and vision. In addition to the above, Active Members will:

- attend at least 50% of general monthly meetings in the past twelve (12) months
- serve as the liaison to the member's organization, if applicable;
- participate in the voting process for matters submitted to a vote, if eligible;
- participate in determining the direction of the coalition;
- serve on at least one (1) working committee of the coalition;
- participate in community activities sponsored by the Coalition and, as time permits, those of member organizations;
- track and report usable in-kind resources donated (personal time, supplies, etc.);
- foster education, training, knowledge, and community involvement among members;
- further fellowship and relationships among members of the Coalition and community;
- recruit new organizations and/or individuals for Coalition membership;
- conduct themselves in a professional and courteous manner at all times support the provisions of these bylaws.

Section 3: Rights of Membership

A. All members have the right to receive Coalition materials and publications.
B. All members have the right to attend and speak at general monthly meetings.

Section 4: Additional Rights of Active Membership

Active members in good standing (See Article III, Section 5) are entitled to one vote on each matter that is submitted to a vote of the members. Active members also have the right to suggest meeting discussion items and/or action items. (See Article III, Section 1)

Section 5: Active Member Absences:
Active Members who have not attended at least 50% of scheduled meetings in the past 12 months, have missed 3 consecutive meetings, or failed to serve in at least one working committee are considered inactive and will not have voting authority. No later than two weeks after reaching inactive status, the member will receive written notification from the Coalition Coordinator that they will be ineligible to vote in upcoming matters until they are back in compliance with their signed CA. Any member organization that fails to meet the responsibilities outlined in the signed agreement will be asked if another member from that agency would be interested in attending in their place. If the organization fails to add an alternate member by the next meeting, another similar community agency will be asked to participate. Members have a right to appeal this decision with the Executive Committee.

Section 6: Resignation

A. Any Active Member may resign by filing a written resignation with the Coalition Chair or Coordinator.

B. If a resigning member is currently involved in organizational tasks all materials and properties that belong to the Coalition are to be returned the day of resignation.

ARTICLE IV MEETINGS

Section 1: Regular Meetings
General meetings of the members shall be held no less than four times a year, at a time and place designated by the Chair/Coalition Coordinator. Meetings may be held virtually (i.e, via Zoom or other similar platform). All requests for meeting discussion items and/or action items must be brought by a member to the Coalition Coordinator at least ten (10) days prior to the general meeting for consideration as an agenda item for the upcoming meeting.

Section 2: Annual Meetings
An Annual Meeting of the members shall take place in the month, specific date, time, and location of which will be designated by the Chair/Coalition Coordinator. Members will receive 2 notifications regarding the scheduled meeting at least 30 days in advance. At the annual meeting the membership shall receive reports on the activities of the coalition, and determine the direction of the coalition for the coming year.

Section 3: Workgroup Meetings
Workgroup members will meet at a time and place determined by the Chair of each workgroup. Each meeting need not be in person and may be a combination of web or telephone conference. A written report, using a provided template, shall be submitted via email to the Coalition Coordinator no later than 7 days after each meeting.

Section 4: Special Meetings
Special meetings may be called by the Executive Committee or the Coalition Coordinator. A special meeting may be called at any time provided that notice including the agenda is given at least 48 hours prior to the meeting.

Section 5: Meeting Notification
Notice of a regular meeting will be sent via email to members who have provided a valid email address at least seven (7) days prior to the scheduled day citing date, time, location of the meeting, the last meeting minutes and the current agenda.

Section 6: Quorum
The members present at a properly announced meeting shall constitute a quorum.

Section 7: Voting
When voting is necessary, a vote may be conducted by a show of hands or by roll call. At the discretion of the Executive Committee a ballot vote may be conducted. Active Members in good standing are entitled to one vote on each matter that is submitted to a vote of the members. MSHIC will strive to achieve consensus on all issues: however, it is the responsibility of MSHIC's professional staff to ensure that the coalition is always in compliance with its grants and budget constraints.

Section 8: Meeting Minutes
The minutes of the proceedings of the Executive Committee, general member meetings, and working committee meetings shall be maintained by the Coalition Coordinator and open to the membership for review. Minutes and other coalition records will be retained by the Coordinator and its fiscal agent.

ARTICLE V COALITION STRUCTURE

Section 1: Executive Committee
The Executive Committee of MSHIC shall consistently retain the non-voting Coalition Coordinator to provide information and support. The remaining committee members will be composed of the Health Officers of Caroline, Dorchester, Kent, Queen Anne's and Talbot County Health Departments.

A. Duties
The committee is responsible for assisting in the oversight and management of coalition operations and driving coalition activities to achieve goals stated in the Strategic Plan. Their duties may include, but are not limited to:

- Participate in assessment, planning, implementation and evaluation activities;
- Work as a team member with the fiscal agent and coalition staff to keep coalition and committees on track to meet project goals and objectives;

- Consult with staff to develop agendas for coalition meetings;
- Act as liaison between the coalition and its committees/work groups;
- Deal with members fairly, sensitively and confidentially;
- Promote collaboration, communication, shared decision making and conflict resolution;
- Remain open to diverse points of view and differences of opinion;
- Consult with coalition staff as needed ;
- Represent the coalition in the community;
- Authorize a dissolution in the event that resources are insufficient to maintain coalition operations

The functional roles of the Executive Committee members are determined within that group and include: the Coalition Chair, who will facilitate/chair coalition meetings or arrange for the Co-chair to preside if necessary. The Coalition Co-Chair, who will assume the role of the Chair in the event he or she is unable to complete a responsibility (i.e. preside over a meeting) or term. He or she would also consult with the Chair as needed and perform other duties as directed by the Chair. The Executive Committee may delegate the Coalition Chair or Co-Chair position to the Coalition Coordinator.

B. Executive Committee Commitment
A commitment to attend at least 70% of regular meetings and Executive Committee meetings annually.

C: Non-liability of the Executive Committee
The executive committee members shall not be personally liable for the debts, liabilities, or other obligations of the coalition.

ARTICLE VI PROFESSIONAL STAFF

Section 1: Hiring of Coalition Coordinator
The Coalition Coordinator will be nominated by KCHD's Health Officer and approved by the Executive Committee.

Section 2: Duties of Coalition Coordinator
The Coalition Coordinator will assist with the facilitation of priorities set by the Executive Committee and Active Members, coordinate efforts among all workgroups, drive the initiatives, compile reports, and monitor outcomes and processes, in accordance with established policies and procedures and grant requirements. The Coalition Coordinator will also seek external funding support in consultation with the Executive Committee.

Section 3: Reporting Requirements
The Coalition Coordinator will report to the Health Officer of KCHD.

Section 4: Hours of Operation

The Coalition Coordinator is expected to work 32-40 hours per week, depending upon funding.

Section 5: Hiring of Other Personnel
The hiring of other personnel for the coalition will be completed utilizing the Human Resources policies and procedures of KCHD. Staff hired will be under the supervision of the Coalition Coordinator. Under certain circumstances, KCHD may sub-contract services to another organization.

ARTICLE VII FINANCE

Section 1: Funding
A task of the Coalition will be to seek out funding and in-kind support to implement identified strategies and will include federal, state, and local sources.

Section 2: Budget
Because the Coalition exists as an unincorporated organization, Kent County Health Department (KCHD) will serve as the fiscal agent for the Coalition. The Coalition Coordinator and the fiscal agent, KCHD, are responsible for the development of an annual operating budget. Duties will include the submission of grant applications to implement Coalition strategies, the management of funds and other resources, and ensure that funding adheres to all rules and guidelines of all funding sources on behalf of the Coalition.

Section 3: Gifts
The executive committee and general membership may not execute or deliver any instruments on behalf of the coalition or accept on behalf of the coalition any contribution, gift, bequest, or device. All such contributions must be received through MSHIC, in accordance with existing policies and procedures.

Section 4: Limitations on Activities
No substantial part of the activities of this Coalition shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this Coalition shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

Section 5: Prohibition against Private Inurement
No part of the net earnings of this Coalition shall inure to the benefit of, or be distributable to members, or other private persons, except that the Coalition shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this Coalition. Expenses for members' travel to coalition trainings and related accommodations may be covered by MSHIC, in accordance with its policies, grant requirements and approved budget.

Section 6: Distribution of Assets

Upon the dissolution of this Coalition, those assets which were purchased with state or federal dollars and remain after payment of all debts and liabilities of this Coalition, shall be returned to the state or federal funding source that purchased the assets if required (i.e. written into a contract or grant). Those Coalition assets which were purchased from other funding sources, excluding state and federal agencies, and remain after payment of all debts and liabilities of this Coalition, shall be returned to the funding source that purchased the assets, if the distribution of assets is written into the contract agreement. When the contract agreement does not specify distribution of remaining assets and the Coalition is not a Section 501 (c) (3) entity, MSHIC will determine distribution of assets. This includes all of the remaining Coalition assets. In the event that the Coalition should become a Section 501(c) 3 entity of the Internal Revenue Code, those assets shall be distributed in accordance with all applicable provisions of the laws of this state.

ARTICLE VIII COALITION RECORDS

Section 1: Records
Names, email addresses, and phone numbers of each member will be maintained at the Coalition Coordinator's office. Financial records will be kept and maintained at the office of the Coordinator and its fiscal agent.

Section 2: Executive Committee Member Inspection Rights
Every Executive Committee member shall have the right to inspect, at a reasonable time, the physical properties of the coalition and shall have such other rights to inspect the books, records and properties of this coalition as may be permitted under the provision of MSHIC’s policies and procedures.

Section 3. Coalition Logo
The logo may not be adopted, used, or altered without MSHIC’s permission. All printed material from MSHIC must include the Coalition logo and contain any funding identification that may be contractually required.

ARTICLE IX AMENDMENT OF BYLAWS

Section 1: Amendments
Should any of the provisions or portions of these bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these bylaws shall be unaffected by such holding.

Section 2: Construction and Terms
These bylaws and any proposed amendments thereto will be brought by the Executive Committee to the Active Membership for their review and adoption via majority vote. Any amendment to these bylaws may be adopted by a two-thirds (2/3) vote of the members present at any meeting, provided written notice of the proposed amendment and the date of such

meeting shall have been given to the members at least two (2) weeks in advance. As the coalition has no independent legal status, the bylaws and any proposed amendments must also be accepted by MSHIC's fiscal agent, KCHD.