

**BY-LAWS
OF
ALLIANCE FOR HEALTH IN CLEVELAND COUNTY, INC., INC.**

1.0 NAME

The name of this organization is Alliance for Health in Cleveland County, Inc., an affiliate of North Carolina Healthy Carolinians.

2.0 MISSION

The mission of Alliance for Health in Cleveland County, Inc., Inc. is stated as:

The Alliance for Health will collaboratively organize, operate and fund a unified system of preventive health initiatives to improve community health.

To accomplish this mission, Alliance for Health in Cleveland County, Inc., Inc. shall:

- a. In cooperation with partner agencies, regularly assess the health status of the residents of Cleveland County.
- b. In cooperation with partner agencies, identify and prioritize health needs in Cleveland County.
- c. Serve as a public forum through which any individual or organization may discuss health and health care issues.
- d. Establish reasonable and measurable health objectives to improve the health of the people of Cleveland County.
- e. Develop strategies for meeting the objectives of each identified concern.
- f. Advocate for public policy that supports the vision and mission of Alliance for Health in Cleveland County, Inc., Inc.
- g. Advocate for fair and appropriate access to health care and related services, particularly those who are uninsured or under-served.
- h. Participate fully in activities and initiatives supported by the North Carolina Office of Healthy Carolinians to reach the goals established for North Carolina in 2010.

3.0 PRINCIPAL OFFICE

The principal office of Alliance for Health in Cleveland County, Inc. shall be Cleveland County, North Carolina at 315 East Grover Street in Shelby. Alliance for Health in Cleveland County, Inc. may from time to time have other offices at such places as the Board of Directors may establish or as the business of Alliance for Health in Cleveland County, Inc. may require.

4.0 ORGANIZATION, MEMBERSHIP, AND VACANCIES

4.1 Members

Alliance for Health in Cleveland County, Inc. membership is open to all concerned individuals and organizational representatives who desire to work to improve the health of the people of Cleveland County as approved by the Board of Directors. Membership is based on regular attendance and active participation at general membership meetings and participation on committees and task forces. Hereafter, "members" denotes the general membership of Alliance for Health in Cleveland County, Inc.

4.2 Voting

At all meetings of the general membership, each member shall have one vote. At any meeting, a simple majority vote by members present, in person, shall be required to take any action.

4.3 Meetings

Alliance for Health in Cleveland County, Inc. membership shall meet quarterly. The meetings shall be at such time and place as the Board of Directors may select. Notice thereof shall be given as may be determined by the Board of Directors.

One of the quarterly meetings shall be designated by the Board of Directors as the annual meeting of the Alliance for Health in Cleveland County, Inc.

Special meetings of the general membership may be called at any time by the Board of Directors. Business to be conducted at the special meeting shall be summarized in the notice of the meeting.

Notice of the time, place and purpose of any regular meeting of the Alliance for Health in Cleveland County, Inc. members shall be given to all members.

4.4 Quorum

A simple majority of the membership present at any session of any annual or special meeting shall constitute a quorum.

4.5 Annual Review of Membership

The Board of Directors shall conduct an annual review of the membership roster following each annual meeting. The Board of Directors shall recruit and approve members as needed to maintain a fair and equitable balance of representation, from, but not limited to the following constituents: community representatives; business/industry; government; health providers/organization representatives; civic and non-profit organizations; churches; and education.

5.0 BOARD OF DIRECTORS

5.1 Powers, Number and Tenure

The affairs of Alliance for Health in Cleveland County, Inc. shall be managed by its Board of Directors. The Board shall consist of not less than 15 and not more than 21 members in order to represent the diverse population of Cleveland County and to meet the requirements as a Healthy Carolinians Partnership. The Cleveland County Health Director and the Chief Executive Officer of the Cleveland County Healthcare System or their designees shall be considered permanent appointments. The other Directors shall hold office for three (3) years following their election and until their successors have been elected. Any board member may be re-elected to subsequent three-year terms. These terms shall take effect with the terms beginning in 2004 and thereafter. Of the initial Directors, previously considered the Executive Steering Committee members, 1/3 shall serve one (1) year terms, 1/3 shall serve two (2) year terms, and 1/3 shall serve 3 (three) year terms.

5.2 Attendance

Faithful attendance at the meetings of the Alliance for Health in Cleveland County, Inc. is considered a prerequisite for the maintenance of membership on the Board. A member shall vacate his/her position if he/she misses more than three (3) consecutive regular meetings without prior notification during any fiscal year. The vacancy will be filled as provided by these by-laws.

5.3 Vacancy and Removal

Any vacancy occurring in the Board of Directors shall be filled by the Board members. A Director elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office. Subsequent to contacting all Board members, two-thirds (2/3) of the Board may remove any Director upon notice to such Director and to the Board of Directors.

5.4 Compensation

No salary or compensation shall be paid to the Directors for performance of their duties as Directors.

5.5 Resignation

A Director may resign from membership on the Board of Directors at any time by giving notice of their resignation in writing addressed to the Chairman or Secretary of Alliance for Health in Cleveland County, Inc. or by presenting their written resignation in person at an annual, regular or special meeting of the Board.

5.6 Meetings

Regular meetings of the Directors shall be held at least monthly unless determined by the Chairman of the Board of Directors.

Special meetings of the Board of Directors may be called by or at the request of the Chairperson or three or more Directors. The place and time shall be fixed by the person or persons authorized to call the meeting

5.7 Quorum

At all meetings of the Board of Directors, a simple majority of Directors then in office or their proxy shall constitute a quorum for the transaction of business; provided that any number not less than a quorum shall have the power to adjourn the meeting to a later fixed time and place.

5.8 Voting

At all meetings of the Board of Directors, each Director shall have one vote. At any meeting, a majority vote by Directors present shall be required to take any action. A Board member may designate a representative to vote for them in their absence or a proxy may be delivered in writing to the Chairperson or Director.

6.0 OFFICERS

6.1 Election and Terms of Office

The officers shall be elected annually by the Board of Directors at the Board meeting following the annual meeting of the membership. If an office shall become vacant, a successor shall be nominated by the Nominating Committee and elected by the Board of Directors to fill the unexpired term. The Board of Directors may remove any officer whenever in its judgment the best interest of Alliance for Health in Cleveland County, Inc. will be served thereby. The Chairperson, Vice-Chairperson, Secretary, and Treasurer shall serve a maximum of two (2) consecutive terms in that office.

6.2 Chairperson

The Chairperson shall preside at and set the time, date, location and agenda of the Board of Directors and Executive Committee meetings. The Chairperson is responsible for calling and presiding at special meetings of the Directors and speaks and advocates for Alliance for Health in Cleveland County, Inc.. The Chairperson serves as ex-officio (non-voting) member of each subcommittee.

6.3 Vice-Chairperson

During the absence or inability of the Chairperson, the duties, responsibilities and functions of the Chairperson shall be performed and carried out by the Vice-Chairperson. The Vice-Chairperson shall participate fully in Alliance for Health in Cleveland County, Inc. activities in order to provide relevant input to and substitute for the Chairperson, as need arises.

6.4 Secretary

The Secretary shall be responsible for the meeting records including keeping the minutes of the Board and Executive Committee, and any meeting of the general membership.

6.5 Treasurer

The Treasurer shall provide financial reports at the Board and membership meetings and serves as Chairperson of the Finance Committee.

6.6 Other Employees or Agents

The Directors may employ or authorize the employment of such other advisors, agents and employees as shall be considered necessary or advisable to conduct the affairs of Alliance for Health in Cleveland County, Inc. and shall assign their duties and fix or approve their compensation.

7.0 COMMITTEES

All Board members are expected to serve on a committee or task force. Standing committees for the Alliance for Health in Cleveland County, Inc. include: Nominating Committee, Finance Committee, and Personnel Committee. Ad hoc committees, coalitions, task forces or work groups may be appointed by the Board of Directors to address specific health issues identified in Cleveland County. The Chairperson of the Board of Directors shall appoint committee chairs, except in the case of the Finance Committee.

7.1 Executive Committee

7.1.1 Composition

The Executive Committee shall consist of the Chairperson, the Vice-Chairperson, Secretary, and Treasurer and one at-large member selected from the Board of Directors.

7.1.2 Powers and Duties

The Executive Committee shall have all the powers and duties of the Board of Directors when the Board is not in session except that it shall not have authority as to the following matters:

- a. The dissolution, merger or consolidation of Alliance for Health in Cleveland County, Inc.; the amendment of the charter if incorporated; or the sale, lease, or exchange of all or substantially all of the property of Alliance for Health in Cleveland County, Inc..
- b. The amendment or repeal of the By-laws, or the adoption of new By-laws;
- c. The amendment or repeal of any resolution of the Board of Directors which by its terms shall not be so amended or repealed; and
- d. Any other matter that the Board of Directors may from time to time by resolution specifically reserve to itself.

7.1.3 Meetings

The Executive Committee shall meet at the call of the Chairperson or by any of its members. Meetings may be conducted by conference call or other electronic means so long as all members of the quorum can speak to the group and can hear all deliberations. A majority of the Executive Committee shall constitute a quorum and action at a meeting shall be by majority of the quorum.

7.2 Finance Committee

The Finance Committee shall be chaired by the Treasurer of the Board of Directors and shall consist of not less than three (3) members. The function of the Finance Committee is to review and consider all fiscal and budgetary matters affecting Alliance for Health in Cleveland County, Inc.

7.3 Nominating Committee

The Nominating Committee shall consist of three (3) members appointed by the Chairperson. The function of the Nominating Committee is to present a slate of nominees for the Board of Directors and for officers of the Alliance for Health in Cleveland County, Inc.. Officers and Directors are elected at the designated annual meeting of the Alliance for Health in Cleveland County, Inc.

7.4 Personnel Committee

The Personnel Committee shall make recommendations to the Board of Directors on policies and procedures concerning employment practices. The Committee will annually review the personnel policies and will recommend revisions and changes to the policies as needed.

8.0 AD HOC COMMITTEES/TASK FORCES

8.1 Establishment

The Board of Directors may also establish ad hoc committees/coalitions/task forces/work groups for special tasks as circumstances warrant. An ad hoc committee shall limit its activities to the accomplishment of objectives established in community health action plans approved by the Board of Directors. The Board of Directors may dissolve an ad hoc committee at any time.

8.2 Role and Function

As charged by the Board of Directors, ad hoc committees/coalitions/task forces/work groups will provide leadership and direction in carrying out strategies to reach the objectives established in community health action plans for Cleveland County. Each committee/coalition/task force/work group will establish strategies for meeting those objectives and serve as a link between the community and the Board. The Director of the Alliance for Health in Cleveland County, Inc. shall act to convene the initial meeting(s) and the task force members shall elect a Chairperson by majority vote. Progress reports will be presented at each meeting of the Board of Directors

9.0 CONTRACTS, CHECKS, DEPOSITS AND FUNDS

9.1 Contracts

The Board of Directors may authorize any officer or officers, agent or agents of Alliance for Health in Cleveland County, Inc. to enter into any contract or execute and deliver any instrument in the name of and on behalf of Alliance for Health in Cleveland County, Inc. and such authority may be general or confined to specific instances.

9.2 Checks, Drafts, etc.

All checks, drafts or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of Alliance for Health in Cleveland County, Inc. shall be signed by such officer or officers, agent or agents of Alliance for Health in Cleveland County, Inc. and in such manner as shall from time to time be determined by resolution of the Board of Directors.

9.3 Deposits

All funds of Alliance for Health in Cleveland County, Inc. shall be deposited in such banks, trust companies or other depositories as the Board of Directors may select.

9.4 Gifts/Grants

The Board of Directors may accept on behalf of Alliance for Health in Cleveland County, Inc. any contribution, grant, gift, bequest or devise for the general purpose or for any special purpose of Alliance for Health in Cleveland County, Inc.

9.5 Annual Audit

The Board of Directors shall annually engage a qualified accounting firm to perform an audit of the organization's financial records and shall report the results to the membership.

10.0 BOOKS AND RECORDS

Alliance for Health in Cleveland County, Inc. shall keep correct and complete records of accounts, keep minutes of the proceedings of its members and Board of Directors and keep, at the registered or principal office a record giving the names and addresses of the members. All books and records of Alliance for Health in Cleveland County, Inc. may be inspected by any member, or their agent or attorney for any proper purpose at any reasonable time.

11.0 FISCAL YEAR

Unless otherwise ordered by the Board of Directors, the fiscal year of Alliance for Health in Cleveland County, Inc. shall be July 1 through June 30.

12.0 DUES

Dues and/or membership participation fees may be established as necessary by the Board of Directors to support the operation of the Alliance for Health in Cleveland County, Inc..

13.0 RULES

At all regular and special meetings of the Board of Directors and committees, Roberts' Rules of Order, as may from time to time be amended, shall govern the procedure of such meetings.

14.0 CONFLICT OF INTEREST

Each Director, officer, and such other key employees as the Board may designate shall make written disclosure to the Board of any and all transactions which such individual, including a member of their immediate family and business association with which he/she is or has been affiliated as a partner, officer, director, employee or substantial shareholder has had in the past calendar year or contemplates having in the forthcoming calendar year with Alliance for Health in Cleveland County, Inc. or any of the entities affiliated with it.

15.0 NON-DISCRIMINATION

In the conduct of its operations the Alliance for Health in Cleveland County, Inc., its officers, directors, employees, agents, committee members and persons served by the Alliance for Health shall be selected and all business of the Alliance for Health shall be transacted on a non-discriminatory basis with regard to age, gender, race, religion, national origin, sexual orientation or disability. The same non-discriminatory requirements shall apply to individuals and organizations retained by the Alliance for Health for special services and purposes.

16.0 WAIVER OF NOTICE

A waiver of any notice in writing signed by the person or persons entitled to such notice, whether before or after the time stated in the waiver for holding a meeting, shall be deemed equivalent to the giving of such notice.

17.0 DISSOLUTION

In the event that Alliance for Health in Cleveland County, Inc. fails or becomes unable to carry out its purpose, or is liquidated or dissolved, voluntarily or involuntarily, the assets and property

of Alliance for Health in Cleveland County, Inc., after payment or arrangement for payment of its debts and obligations, shall be donated, transferred, conveyed and delivered to one or more corporations, societies, associations, or organizations which in the judgment of the directors are engaged in activities similar to those of Alliance for Health in Cleveland County, Inc. and will more nearly carry out its purposes.

18.0 INDEMNIFICATION

The Alliance for Health in Cleveland County, Inc. shall indemnify its officers, directors, employees, agents and committee members to the maximum extent required or permitted by Part 5 of Article 8 of Chapter 55A of General Statutes of North Carolina as from time to time amended, and such officers, directors, employees, agents and committee members shall be deemed to have relied upon this Part.

19.0 AMENDMENTS

These by-laws may be amended, altered or repealed by a 2/3 majority vote of all Directors at any regular or annual meeting of the Board of Directors or at a special meeting thereof for that purpose. Notice of such amendment, giving the wording of the change proposed to be made therein shall be given to each Director along with the notice of the regular or special meeting at which the proposed change is to be submitted.

20.0 EFFECTIVE DATE

These By-laws become effective upon adoption.

Adopted this the 9th day of June, 2004

Chairperson
Alliance for Health in Cleveland County, Inc.

Attest _____
Secretary
Alliance for Health in Cleveland County, Inc.

