

**BYLAWS OF THE  
AITKIN-ITASCA-KOOCHICHING COMMUNITY HEALTH BOARD**

**ARTICLE I. MEMBERSHIP**

Section 1.

The initial participating entities in the Aitkin-Itasca-Koochiching Community Health Board, listed below are:

Aitkin County, Itasca County and Koochiching County

Section 2.

Additional entities may participate pursuant to the terms of the Aitkin-Itasca-Koochiching Community Health Board Joint Powers Agreement upon recommendation of the Board and the affirmative vote of all then existing members and ratification of the amendment of the existing Joint Powers Agreement.

**ARTICLE II. DEFINITIONS**

Section 1.

For the purpose of these Bylaws, the terms defined in this Article have the meanings given them.

Section 2.

"Agreement" or "Joint Powers Agreement" means the most recently amended Joint Powers Agreement between Aitkin, Itasca, and Koochiching Counties creating the Joint Community Health Board.

"Board" means the Joint Powers Community Health Board, as defined in the Joint Powers Agreement.

"Commissioner" means the Commissioner of Health as defined by Minn. Stat. Sec. 245A.02 or authorized designee as permitted by statute.

"County" means a county which is participating in the Joint Powers Agreement in accordance with the terms of the Agreement.

"County Board" means the governing board of a Member County.

"Day" means calendar day unless otherwise indicated.

"Department" means the entity created by the Joint Powers Agreement.

"District" means the area serviced by the most recently amended Joint Powers Agreement between Aitkin, Itasca, and Koochiching Counties Creating the Joint Community Health Board and these Bylaws.

### **ARTICLE III. THE BOARD**

#### **Section 1.**

The governing body of the Aitkin-Itasca-Koochiching Community Health Board is its Board. Makeup of the Board is described in the Agreement.

### **ARTICLE IV. POWERS AND DUTIES OF THE BOARD**

#### **Section 1.**

The powers and duties of the Board are those set forth in the Joint Powers Agreement.

#### **Section 2.**

Consistent with the powers and duties outlined as set forth in the Joint Powers Agreement, the Board reserves all powers necessary to control and administer personnel providing services to the Department. Accordingly, the Board establishes the following duties related to control and administration of personnel providing services to the Department:

- A. Community Health Services Administrator. A Community Health Services Administrator shall be appointed by the Board. The Community Health Services Administrator shall work under a written agreement with, employed by, or under contract with the Board. The Community Health Services Administrator shall provide public health leadership and discharge the administrative and program responsibilities on behalf of the board. The Community Health Services Administrator shall be responsible for overall supervision of the day to day affairs of the Department.

In addition to the duties and responsibilities outlined in the preceding paragraph and any job description, the Community Health Services Administrator shall:

- i. serve as the Board's agent according to Minnesota Statutes Section 145A in communicating with the Commissioner of Health between Board meetings, including receiving information from the Commissioner and disseminating information to the Commissioner on the Board's behalf;
- ii. prepare or review, sign and submit to the Commissioner the established local public health priorities and the mechanisms to address the priorities and achieve statewide outcomes within the limits of available funding according to Minnesota Statutes Section 145A;
- iii. prepare or review, sign and submit to the Commissioner any required data, including but not limited to the Board's annual budget, revisions to the budget and expenditure reports;

- iv. prepare or review, sign and execute, on behalf of the Board, contracts for funding under grants and contracts administered by the Commissioner of Health or other entities as deemed appropriate by the Board.

The Community Health Services Administrator shall be subject to the authority of the Board. The Community Health Services Administrator's job description shall be approved by the Board and shall outline the Community Health Services Administrator's duties and responsibilities. Any document or practice limiting or creating contrary duties and responsibilities to those outlined in the Community Health Services Administrator's job description, except as otherwise provided in these By-laws, shall be of no effect. The Community Health Services Administrator may be disciplined, including dismissal from the Department, for inefficiency, breach of duty, misconduct or other cause as determined by the Board at a Board Meeting.

B. Medical Consultant. A medical consultant shall be appointed by the Board or all local public health agencies. The Medical Consultant shall work under a written agreement with, be employed by, or be on contract with the Board or local public health agencies. The Medical Consultant shall provide advice and information, to authorize medical procedures through protocols, and to assist the Board and its staff in coordinating their activities with local medical practitioners and health care institutions. The Medical Consultant must be a physician licensed to practice medicine in Minnesota.

C. Administration. The Board may have administrative services provided as follows:

- i. By annually selecting one or more member counties to provide financial, human resources or other designated administrative services for the Board. The Board shall also annually approve a written fee for services to compensate the member county or counties for administrative services provided to the Joint Powers Board. Further, administration of any policy used or adopted by the Joint Powers Board rests solely with the Board and not with any county individually; or
- ii. By utilizing its own employees to provide said services, utilize outside consultants or contract for services as it sees fit to either supplement or serve in lieu of a member city; or
- iii. By utilizing any combination of these options.

D. Policies. The Department shall adopt its own policies or adopt the policies of a member county. Utilization of a member county as an administrative resource shall represent a convenience to the Board. Nothing in this section or any document between the parties may be construed as creating any employer-employee relationship between any member of the Board, the Community Health Services Administrator, any other employees of the Board and the county providing administrative services.

E. Delegation. All delegation of authority shall be pursuant to a written Delegation Agreement. Said written Delegations shall include a mechanism for coordinating the collection and retention of data by each county in a manner in which the data is

transmitted to the Board as the official depository of all data as that term is utilized in the Minnesota Government Data Practices Act. Matters not specifically delegated by written Delegation Agreement shall be retained by the Board.

Section 3.

Consistent with the powers and duties outlined as set forth in the Joint Powers Agreement, the Board remains an independent entity from its Member Counties and therefore holds final responsible authority for all actions and decisions made by and on behalf of the Board.

**ARTICLE V. FINANCIAL MATTERS**

Section 1.

Board funds shall be expended by the Board in accordance with procedures established by law for expending funds for counties. Orders, checks, and drafts shall be signed by the designee of the fiscal host agency and either the Community Health Services Administrator or designee or the Board Chair or designee. Other legal instruments shall be executed on behalf of the Board by authority of its Board by the Chair. The Community Health Services Administrator or designee shall authorize the payment for previously authorized and budgeted recurring items or services and payment of utilities. The Health Board shall authorize the expenditure of budgeted funds up to \$1,000 per budgeted item purchased.

Section 2.

Board Members are permitted to inspect the financial records of the Board at all reasonable times.

Section 3.

The fiscal year of the Board is the calendar year.

Section 4.

A depository for Board funds shall be designated by the Board.

Section 5.

The Board is authorized to enter into contracts only to the extent of its budget for any given calendar year.

Section 6.

At the end of each calendar year, the Community Health Services Administrator or designee in collaboration with the fiscal staff shall make an annual financial report and submit the same in writing to the Board at its Annual Meeting.

**ARTICLE VI. OFFICERS**

Section 1.

The officers of the Board shall be the Chairperson, Vice Chairperson and Secretary.

Section 2.

The Chairperson shall be the chief presiding officer of the Board. The Chairperson shall preside at all meetings of the Board and shall have the primary responsibility for seeing that all orders and resolutions of the Board are carried into effect.

Section 3.

The Vice Chairperson shall, in the absence or disability of the Chairperson, perform the duties and exercise the powers of the Chairperson and shall perform such other duties as the Board shall prescribe.

Section 4.

The Secretary, or designee, shall attend all sessions of the Board and cause to be recorded all votes and minutes of all proceedings in a minute's book kept for that purpose; and the Secretary or designee shall perform like duties for the committees of the Board when so directed by the Board. The Secretary, or designee, shall cause to be given notice of all meetings of the Board and of committees, and shall perform such other duties as may be prescribed by the Board.

Section 5.

The duties of the fiscal host of the Board shall be carried out by a Board member, an employee of a member county or said duties may be contracted to an outside party. The fiscal host shall carry out the duties described in Article V of these Bylaws and such other related duties as assigned by the Board. The function of fiscal host shall include the care and custody of the funds of the Board and shall deposit them for the Board in such bank or banks as the Board directs. The fiscal host or designee shall be one of multiple signatories on all orders, checks and drafts for the payment of money and shall pay out and disburse such monies only upon appropriate authorization by the Board or Community Health Services Administrator consistent with the Joint Powers Agreement, these Bylaws or other applicable policy. The fiscal host shall keep regular books of accounts, showing receipts and expenditures and shall render monthly to the Board, and when requested, an account of transactions and of the financial condition of the Board.

Section 6.

The officers of the Board shall give bond as required by the Board, at Board expense, with corporate sureties satisfactory to the Board, for the faithful performance of their duties and for the restoration to the Board, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money, and property of whatever kind in their possession or under their control belonging to the Board.

Section 7.

The Chairperson, Vice Chairperson, and Secretary shall be selected as outlined in the Agreement.

**ARTICLE VII. BOARD MEETINGS**

Section 1.

The Annual Meeting of the Board shall be the first meeting of each calendar year. An annual report of department activities from the previous year shall be presented by the Community Health Services Administrator or designee at the Annual Meeting, as well as goals and objectives for the department for the next year.

Section 2.

Regular meetings of the Board shall be held every other month at a location and time to be designated by the Board.

Section 3.

Written notice of all meetings of the Board shall be sent to all Board members and alternate Board members, and the Community Health Services Administrator as they appear on the record of the Secretary or designee.

Section 4.

Special meetings of the Board shall be called by the Chair or any three members. The purpose of any special meeting shall be stated in the notice of the meeting, and business transacted at any special meeting shall be confined to the purposes stated in such notice.

Section 5.

Written notice of the regular meetings shall be electronically mailed at least five (5) calendar days prior to each meeting and written notice of special meetings shall be electronically mailed or mailed at least three days prior to each such meeting.

Section 6.

Notices of all meetings shall specify the time and place of such meetings and shall be published in the newspapers representative of the Member Counties. The time and place of all meetings called by the Chairperson shall be determined by the Chairperson. The time and place of special meetings called by others shall be determined by the persons calling the meetings.

Section 7.

Meetings may be held via ITV, VIDYO, or other electronic medium in accordance with Minn. Stat. § 13D.

Section 8.

A quorum for purposes of conducting Board business shall be as defined in the Joint Powers Agreement.

Section 9.

In the event an emergency situation arises, the CHB shall conduct any emergency meetings in accordance with the requirements of Minn. Stat. § 13D.04, subd. 3.

Section 10.

Any resolution, election, or other formal action of the Board shall be adopted upon the affirmative vote of a majority of a quorum of the members present at any meeting of the Board, provided said meeting is duly called pursuant to these Bylaws.

Section 11.

Copies of the minutes of any meeting of the Board shall be promptly distributed to each person to whom notice of the meeting is required to be sent under the provisions of these Bylaws upon formal approval of minutes by the Health Board.

Section 12.

Procedures of the Board shall generally follow Robert's Rules of Order except that the Board may adopt other rules of procedure as it deems fit and consistent with this agreement. Failure to strictly adhere to procedural rules other than the required number of votes and required notice of meetings under the Open Meeting Law shall not invalidate any resulting decision.

**ARTICLE VIII. COMMITTEES**

Section 1.

The Board may appoint such committees in addition to those required by these Bylaws and the Agreement, as the Board shall from time to time deem necessary. Such committees shall be selected in the manner determined by the Board.

**ARTICLE IX. AMENDMENTS TO BYLAWS**

Section 1.

These Bylaws may be amended at any regular, special, or annual meeting of the Board provided a five calendar day prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings must be sent pursuant to these Bylaws. An amendment may be proposed in writing, filed with the Chair, by any member or by the Board on its own motion.

Section 2.

A majority vote of a quorum of the members present shall be necessary to adopt any proposed amendment to these Bylaws. There must be at least one member from each participating County voting with the majority.

Section 3.

In any instance where these Bylaws are in conflict with the Joint Powers Agreement, said Agreement shall control.

Section 4.

These Bylaws are effective upon their adoption by the Board.

Section 5.

These Bylaws will be reviewed at the first meeting of each calendar year.

**DATE OF ADOPTION**

\_\_\_\_\_  
Chairperson of AIK CHB

Date: \_\_\_\_\_  
Adoption by AIK CHB