

**BY-LAWS OF THE  
LE SUEUR-WASECA COMMUNITY HEALTH BOARD**

ARTICLE I.  
MEMBERSHIP

Section 1. The initial entities in the Le Sueur-Waseca Community Health Board are listed below:

Le Sueur County and Waseca County

Section 2. Additional entities may participate pursuant to the terms of the Le Sueur-Waseca Community Health Board Joint Powers Agreement upon recommendation of the Board, affirmative vote of all the existing members, and ratification of the amendment of the existing Joint Powers Agreement.

ARTICLE II.  
DEFINITIONS

Section 1. For the purpose of these by-laws, the terms defined in this article have the meanings given them.

Section 2. “Agreement” or “Joint Powers Agreement” means the second amended Joint Powers Agreement between Le Sueur-Waseca Counties creating the Joint Community Health Board.

Section 3. “CHB” means the Joint Powers Community Health Board, as defined in the Joint Powers Agreement.

Section 4. “Commissioner” means the Commissioner of Health, as defined in the Joint Powers Agreement.

Section 5. “County” means a county which is participating in the Joint Powers Agreement in accordance with the terms of the agreement.

Section 6. “County Board” means the governing Board of a member county.

Section 7. “Day” means calendar day unless otherwise indicated.

Section 8. “CHS” (Community Health Services) means the entity created by the Joint Powers Agreement.

Section 9. “District” means the area serviced by the second amended Joint Powers Agreement between Le Sueur-Waseca Counties creating the Joint Community Health Board and these by-laws.

### ARTICLE III.

#### THE BOARD

Section 1. The governing body of the Le Sueur-Waseca CHB 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 power 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 (CHS) Administrator. A CHS Administrator shall be appointed by the Board. The CHS Administrator shall be employed by, or under contract with a member county. The CHS Administrator shall provide public health leadership and discharge the administrative and program

responsibilities on behalf of the Board. The CHS Administrator shall be responsible for overall supervision of the day to day affairs of the Board.

In addition to the duties and responsibilities outlined in the preceding paragraph and any job description, the CHS 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.
- v. prepare and distribute notice of all meetings and meeting minutes to the Board.

The CHS Administrator shall be subject to the authority of the Board. The CHS Administrator's job description shall be approved by the member county employing the Administrator. The job description shall outline the CHS Administrator's duties and responsibilities. Any document or practice limiting

or creating contrary duties and responsibilities to those outlined in the CHS Administrator's job description, except as otherwise provided in these by-laws, shall be of no effect. The CHS Administrator may be disciplined or the Board may recommend dismissal from the department for inefficiency, breach of duty, misconduct or other causes determined by the Board at the Board meeting.

- B. Medical Consultant. Each member county local health department shall appoint a Medical Consultant to receive appropriate medical advice and direction. 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 selecting one member county to provide financial services, human resources, and other designated administrative services for the Board. The Directors shall negotiate fees for services to compensate the member county for administrative services provided to the Joint Powers Board. The Directors shall bring any discrepancies to the CHB for approval. 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 county; or
  
  - iii. by utilizing any combination of these options.
  
- D. Policies. The Board may 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 CHS 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. In accordance with procedures established by law for expending funds for counties; Board funds shall be expended by the member county acting as fiscal host. Orders, checks, and drafts shall be signed by the fiscal host Auditor or designee, and either the CHS 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, or Board agent.

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. The fiscal host shall be designated by the Board.

Section 5. The duties of the Business Manager shall be carried out by an employee of the fiscal host or said duties may be contracted to an outside party. The Business Manager shall carry out the duties described in this Article and such other related duties as assigned by the CHS Administrator. The Business Manager shall keep regular books of accounts, showing receipts and expenditures, and upon request render to the Board these and an account of transactions of the Board.

Section 6. The Board is authorized to enter into contracts only to the extent of its budget for any given calendar year.

## ARTICLE VI. OFFICERS

Section 1. The officers of the Board shall be the Chair, Vice-Chair, and Secretary.

Section 2. The Chair shall be the chief presiding officer of the Board. The Chair shall preside at all meetings of the Board and shall have the primary responsibility of ensuring all orders and resolutions of the Board are carried into effect.

Section 3. The Vice-Chair shall, in the absence or disability of the chair, perform the duties and exercise the powers of the chair and shall perform such other duties as the Board shall prescribe.

Section 4. The Secretary, or designated-Secretary, shall attend all sessions of the Board and record all votes and minutes of all proceedings. Documentation of records shall be kept by the CHS Administrator.

Section 5. The Chair, Vice-Chair, and Secretary shall be selected as outlined in the agreement.

ARTICLE VII.  
BOARD MEETINGS

Section 1. Regular meetings of the Board shall be held at least quarterly at a location and time to be designated by the Board. The Board may meet more often than quarterly.

Section 2. Written notice of all meetings of the Board shall be sent to all Board members by the CHS Administrator.

Section 3. 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 4. Written notice of quarterly regular meetings shall be mailed or sent electronically at least five calendar days prior to each meeting. Written notice of special meetings shall be mailed or sent electronically at least three days prior to such meetings.

Section 5. The time and place of all meetings shall be determined by the person calling the meeting. Notices of all meetings shall specify the time and place of such meetings and shall include an agenda.

Section 6. A quorum for purposes of conducting Board business shall be as defined in the Joint Powers Agreement.

Section 7. Any resolution, election, or other formal action of the Board shall be adopted upon the affirmative vote of a majority of the members present at any meeting of the Board, provided said meeting is duly called pursuant to these by-laws.

Section 8. Copies of the minutes of any meeting of the Board shall be distributed to each person to whom notice of the meeting is required to be sent under the provisions of the by-laws.

Section 9. 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 decisions.

ARTICLE VIII.  
COMMITTEES

Section 1. The Board may appoint such committees in addition to those required by these by-laws 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.

Section 2. Pursuant to section I of this article, the Board has established an Administrative Committee comprised of the Public Health Director from each member county (or their designee), or the CHS Administrator if the role is not assigned to one of the Public Health Directors. This committee was established to address operational issues not requiring the development of policies. This committee may provide recommendations to the Board.

Section 3. Pursuant to Section I of this article, and applicable law, the Board may establish such public input committees as may be deemed necessary or appropriate.



ARTICLE IX.  
AMENDMENTS TO BY-LAWS

Section 1: These by-laws may be amended at any regular or special 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 by-laws. 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 the members present shall be necessary to adopt any proposed amendment to these by-laws.

Section 3: In any instance where these by-laws are in conflict with the Joint Powers Agreement, said Agreement shall control.

Section 4: These by-laws are effective upon their adoption by the Board.

Dates of adoption and revision:

\_\_\_\_\_ By-Laws  
Adopted. / /