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# CHARTER AGREEMENT

# of the XXXX Community Care Coalition

This CHARTER AGREEMENT is made as of XXXX, by and between the undersigned partners.

## I. Description

The XXXX Community Care Coalition is a partnership between local stakeholders and organizations that serve a role in advancing community-based care coordination. Partners in the coalition work to coordinate medical and non-medical services to address XXXX community health needs and improve the health of our local population.

## II. Name

The name of the coalition shall be XXXX.

## III. Term

The Partnership shall begin on XXXX and shall continue until XXXX and thereafter from year to year unless earlier terminated.

## IV. Mission/Purpose

Example: The XXXX serves as a model to other Iowa communities to demonstrate effective strategies to achieve XXXX. Together, we endeavor to achieve success by:

* Strengthening community care coordination capacity and capabilities
* Building relationships and partnerships that connect people to the medical and non-medical services they need to improve their health and well-being
* Facilitating communication, information and resource sharing to connect at-risk members of our community to these resources
* Maximizing the value and utilization of existing community resources

## V. Community Coalition Meetings

* Meetings shall be held regularly as determined by the Coalition Steering Committee.

## VII. Coalition Membership

* Membership in the coalition is open to all organizations or entities that agree to work collaboratively on community health coordination activities. Membership includes but is not limited to the following organizations that serve our community:

|  |  |  |
| --- | --- | --- |
| * Physician Practices
* EMS
* Human Services
* Public Safety
* Government
 | * Home Health
* Hospitals
* Pharmacies
* Long-Term Care
* Mental Health
 | * Public Health
* Public Assistance
* providers
* Support Services
* Education
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Member organizations will assign a representative who will represent and speak on behalf of the

organization.

Member Resignation: If an individual representing an organization withdraws from participation, a new representative should be appointed within 30 days.

* Membership responsibilities/expectations:
* Designate a representative and alternates to assure ongoing participation in the coalition
* Attend regularly scheduled meetings
* Educate and inform employees, clients, patients and partner organizations on coalition activities
* Participate in establishing priorities for the coalition
* Participate in the development of project plans, care coordination processes/ arrangements and performance improvement activities surrounding coalition projects
* Participate in coalition sponsored training exercises and drills

## XII. Voting

Each voting member organization will have one vote*.* An organization may have more than one representative present; however, they will only have one vote per organization. A proxy may be selected for a voting member.

Proxy Vote: If a member is unable to attend a scheduled meeting, they may transfer their vote to

a proxy.

Quorum: At all meetings of the coalition, a simple majority of the members shall constitute a

quorum.

Simple Majority: 51% of those present at the meeting.

## XI. Steering Committee Officers and Roles

Steering Committee

This committee will act as the coalition executive council and will provide strategic leadership to the coalition. The Steering Committee will have XXXX standing members nominated or appointed according to their respective discipline. The Steering Committee will lead the development and implementation of long-term strategic planning to provide the framework for activities.

XII. Coalition Steering Committee Meetings

Coalition meetings will be scheduled monthly. Written notice and agendas for all meetings shall be sent to members in advance of the meetings by the Committee Facilitator. Emergency meetings may be convened at the request of the Coalition Chair provided that written notice is given each member at least XXXX working days prior to the proposed meeting stipulating the time, place and objective of the meeting. No business may be transacted at a special meeting except that specified in the notice.

Standing committee members represent disciplines with a single member acting on behalf of multiple parties:

Steering Committee Names and Disciples

|  |  |  |
| --- | --- | --- |
| **Name** | **Organization** | **Discipline Represented** |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
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| 6. |  |  |
| 7. |  |  |

**Coalition Chair:** The Coalition Chair shall coordinate with the Steering Committee to provide direction and leadership for projects and initiatives. He/She shall act as chair over all coalition meetings and develop direction for the coalition meeting agendas while ensuring they are representative of the committee members. The Coalition Chair or designee shall also serve as the official representative and spokesperson of the coalition. The Coalition Chair will also provide direction for the Co-Chair and Committee Facilitator to track all projects and action items, their alignment with the strategic plan and goals and their timeline/progress/status to review with the Steering Committee.

**Co-Chair:** The Co-Chair shall perform the duties of the Chairperson in their absence. The Co-

Chair may also serve as the liaison to outside agencies and perform other duties as needed in coordination with the chair.

**Committee Facilitator:** This is a standing position filled by a XXXX member organization:

* Serve as committee liaison
* Coordinate communication for committee across jurisdictions
* Serve as the initial point of contact for committee, addressing and directing inquiries and concerns
* Provide logistical and administrative support for committee meetings, including:
* Meeting documents/materials
* Meeting notes

**Process:** At the end of the calendar year, the committee will accept nominations for new Steering Committee members not specifically designated and recognize any changes in the standing members. Additionally, nominations for the Co-Chair will be accepted. The current Coalition Chair may be nominated for re-election as Co-Chair if the members vote accordingly. Additionally, current Steering Committee members may be re-elected. Elections will be held in XXXX of every calendar year to take effect at the beginning of XXXX. The current Co-Chair will transition to the Coalition Chair on XXXX with the newly elected Co-Chair taking their place as Co-Chair. During the interim period, the current officers/committee and officers/committee elects will work together for a smooth transition of duties.

**Coordination:** The Steering Committee, Coalition Chair, Co-Chair, and Committee Facilitator will meet once a month to develop and/or coordinate XXXX strategic planning, direction and working group/project initiatives for the coalition. The executive body as a whole will ensure coalition projects and initiatives are aligned and on target with the coalition strategic plan, goals and timelines.

**Voting:** Each Steering Committee member will have one vote as the representative for their respective discipline. The Coalition Chair, Co-chair and Facilitator do not have voting privileges on committee business. If a member of the committee is unable to attend a scheduled meeting, they may transfer their vote to a proxy who must attend the meeting. Voting matters shall be decided by a simple majority vote for all business except the following, which require a two-thirds vote.

* Amendments to this Charter
* Adoption/Amendments to the Strategic Plan

**Subcommittees and Working Groups:** The coalition will establish standing and/or temporary subcommittees and workgroups to carry out its activities identified in the strategic plan. All subcommittees and working groups will establish timelines and milestones for projects and provide written progress and status updates to the Coalition Chair, Co-chair and Facilitator XXXX month prior to the scheduled meetings. A representative from the Steering Committee will sit on each Subcommittee and Working Group.

By signing this charter, the signatories confirm:

* Membership to the XXXX Community Care Coalition
* Agreement to the terms of the charter

A copy of this charter, with the completed signature page, will be provided to the appropriate authorities of the represented organization.

## Forbidden Acts

No Coalition Partner shall:

* Have the right or authority to bind or obligate the XXXX to any extent whatsoever with regard to any matter outside the scope of the partnership purpose.
* Except as provided in this agreement, without the unanimous consent of all the other partners, assign, transfer, pledge, mortgage or sell all or part of his or her interest in the partnership to any other partner or other person whomsoever or enter into any agreement as the result of which any person or persons not a partner shall become interested in the coalition.
* Use the XXXX name, credit or property for other than coalition-approved purposes.
* Do any act detrimental to the interests of the XXXX or any act that would make it impossible to carry on the business or affairs of the coalition.

This agreement of coalition partnership shall be binding upon the respective administrators and personal representatives of the partner organization.

The coalition partners have caused this agreement of partnership to be executed on the dates indicated below, effective as of the date indicated above.

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| **Partner (Printed Name)** | **Partner (Signature)** | **Date Signed** |
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