

Health Humanities Consortium LLC (HHC) Operational Procedures and By-laws

BY-LAWS

Approved October 16, 2017

MISSION

The Health Humanities Consortium LLC promotes health humanities scholarship, education, and practices through interdisciplinary methods and theories that focus on the intersection of the humanities, arts and social sciences in discourse with health, illness, and healthcare.

GOALS

- To promote understanding of the experiences of patients, caregivers, and communities in relation to models of disease, illness, health, and wellness.
- To share practices and scholarship through an annual meeting.
- To educate the healthcare professionals, educators, and the public about the history, practice, and study of health humanities

MEMBERSHIP OF THE HEALTH HUMANITIES CONSORTIUM LLC (HHC)

Eligibility: Any interested party, provided a membership application is completed and dues are paid on an annual basis, is a full Member. Membership is voluntary. Presenters at annual HHC conferences are not required to be paid members.

Classes of Membership

- Full: A full member is one who completes an application and pays annual dues.
 - Annual Dues: A reasonable annual dues rate shall be set by the Treasurer and approved by the Steering Committee each year, at least 2 months before annual memberships expire.
 - Membership year: January 1-December 31 in accordance with the calendar year.
 - Benefits: A full member receives benefits designated by the Steering Committee including being able to present at and attend the annual meeting and to serve on the Steering Committee.
 - Voting Rights: A full member has rights to cast a vote of the General Membership.
 - Reduced Individual Subscription Rate: A full member can receive a reduced subscription rate to the *Journal of Medical Humanities*, published on-line by Springer.
- Affiliate: An affiliate member is one who completes an application.
 - Annual Dues: None
 - Membership year: January 1-December 31 in accordance with the calendar year.

- Benefits: This person receives no benefits but is able to present at and attend the annual meeting.
- Voting Rights: An affiliate member has no voting rights but is invited to attend the annual General Membership meeting.
- Reduced Individual Subscription Rate: An affiliate member cannot receive a reduced subscription rate to the *Journal of Medical Humanities*.
- Non-Member: A person who attends the annual meeting but neither completes the application nor pays due.
 - Annual Dues: None
 - Membership year: Not applicable.
 - Benefits: This person receives no benefits but is able to present at and attend the annual meeting.
 - Voting Rights: A non-member has no voting rights and is not invited to the annual business meeting.
 - Reduced Individual Subscription Rate: An affiliate member cannot receive a reduced subscription rate to the *Journal of Medical Humanities*.
- Institutional Member: An institution, department or program that completes an application and pays annual dues.
 - Annual Dues: A reasonable annual dues rate shall be set by the Treasurer and approved by the Steering Committee each year, at least 2 months before annual memberships expire.
 - Membership year: January 1-December 31 in accordance with the calendar year.
 - Benefits: An institution, department or program will receive two complementary registration fees for an annual conference including one fee for a faculty member and one for a student (presentation at the conference is not required). In addition, the institution, department or program will be listed on the HHC website as a member.

ANNUAL HHC MEETINGS

1. Annual Conference: The HHC will support hosts of an annual conference for the scholarly benefit of its membership and interested non-members and for the well-being of the organization and the general health humanities community.
2. Annual Business Meeting of Membership: An annual business meeting will address the business of the HHC. It will be conducted at the time of the annual conference unless otherwise determined by the Steering Committee or with notice given to members via website at least two months in advance.

STEERING COMMITTEE

1. The business and affairs of the corporation shall be managed by the **Steering Committee**. Unless otherwise provided by statute, all powers vested by law in the Health Humanities Consortium LLC shall be exercised by or under the authority of the Steering Committee (SC). Insofar as these by-laws refer to members, or membership,

they shall mean non-statutory members who shall have rights only as defined and described in these by-laws and not the rights automatically ascribed to “members” as the term is used in the Nonprofit Corporation Law of 1988, as amended.

2. The SC shall be referred to publicly or otherwise as the “Steering Committee” (“SC”), until such time as the SC in its discretion adopts by-laws setting forth discrete terms of office for directors and a process for nomination and election of their successors. This shall occur when the SC determines that the consortium has a sufficient number of members (where “members” refers to non-statutory, i.e. non-voting, members) to justify the transition to a membership organization.
3. The Members of the Steering Committee (SC) shall serve without pay and consist of no more than 12 members. As approved at the HHC annual meeting in 2018, SC members will each serve for period of no longer than 3 years and will then rotate off the SC. Their service can be renewed for a second, consecutive term. At least 3 members will be scheduled to rotate off the committee each year to allow for 3 new or renewing volunteer members to join the committee.
4. The Members of the SC will be selected by a sub-committee of the chair or co-chairpersons, treasurer and two members of the SC from those paying members of the HHC who volunteer to serve.
5. Members of the SC who have been unable to attend 50% of the meetings of the Committee shall be deemed to have stepped down. Members of the SC who have not paid their annual dues by January 31 of a dues-year shall be deemed to have stepped down.
6. A simple majority of Members of the SC present shall constitute a quorum.
7. The treasurer(s) and other SC members shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless:
 - a. the treasurer(s) or other SC members have breached or failed to perform the duties of his or her office in accordance with the applicable standard of conduct contained in section 15 Pa. Cons. Stat. Chapter 57, Subchapter B and any amendments and successor acts thereto; and
 - b. the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

This section is intended to constitute a bylaw authorized by 15 Pa. C.S. §5713(a). It shall not apply to the responsibility or liability of an SC member pursuant to any criminal statute; or the liability of an SC member for the payment of taxes pursuant to Federal, State or local law. Where the negligence standard contained in Pa.C.S. § 8332.2 applies

to the conduct of the director in question, then this section shall be applicable only to abridge, not to enlarge, a director's exposure to liability for civil damages.

INDEMNIFICATION OF DIRECTORS, OFFICERS, AND OTHER AUTHORIZED REPRESENTATIVES

1. **Scope of Indemnification.** The HHC corporation shall indemnify an "Indemnified Representative" against any "Liability" actually and reasonably incurred by him or her in connection with any "Proceeding" in which the "Indemnified Representative" may be involved, as a party or otherwise, by reason of the fact that such person is or was serving in an "Indemnified Capacity" (as such terms in quotations are defined below), including without limitation, liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except:
 - a. where such indemnification is expressly prohibited by applicable law;
 - b. where the conduct of the Indemnified Representative giving rise to the claim for indemnification has been finally determined by a court of law:
 - i. to have constituted willful misconduct or recklessness within the meaning of 15 Pa. Const. Stat. § 5746(b) or any superseding provision of law sufficient in the circumstances to bar indemnification against liabilities arising from the conduct; or
 - ii. to be based upon or attributable to the receipt by the Indemnified Representative from the corporation of a personal benefit to which the Indemnified Representative is not legally entitled; or
2. **Partial Payment.** If an Indemnified Representative is entitled to indemnification in respect of a portion, but not all, of any Liabilities to which such person may be subject, the corporation shall indemnify the Indemnified Representative to the maximum extent for such portion of such Liabilities.
3. **Presumption.** The termination of a Proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the Indemnified Representative is not entitled to indemnification.
4. **Definitions.** For purposes of this Article:
 - a. "Indemnified Capacity" means any and all past, present and future service by an Indemnified Representative in one or more capacities as a director, officer, employee, agent or representative of the corporation, or, at the request of the corporation, as a director, officer, employee, agent, fiduciary or trustee of

another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise;

- b. "Indemnified Representative" means any and all directors and officers of the corporation and any other person designated as an Indemnified Representative by the Steering Committee;
 - c. "Liability" means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, or cost or expense, of any nature (including, without limitation, attorneys' fees and disbursements); and
 - d. "Proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the corporation or otherwise.
5. Proceedings Initiated By Indemnified Representatives. Notwithstanding any other provision of this Article, the corporation shall not indemnify under this Article an Indemnified Representative for any Liability incurred in a Proceeding initiated (which shall not be deemed to include counter-claims or affirmative defenses) or participated in as an intervenor or amicus curiae by the person seeking indemnification unless the initiation of or participation in the Proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the members of the Steering Committee in office.
 6. Advancing Expenses. The corporation shall pay the expenses (including attorneys' fees and disbursements) incurred in good faith by an Indemnified Representative in advance of the final disposition of a Proceeding described in Section 1 of this Article or the initiation of or participation in which is authorized pursuant to Section 5 of this Article upon receipt of an undertaking (e.g., an agreement) by or on behalf of the Indemnified Representative to repay the amount if it is ultimately determined that such person is not entitled to be indemnified by the corporation pursuant to this Article. The financial ability of an Indemnified Representative to repay an advance shall not be a prerequisite to the making of the advance.
 7. Insurance. The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or other representative or agent of the Corporation, or is or was serving at the request of the Corporation as representative of another domestic or foreign Corporation, for-profit or not-for-profit, partnership, joint venture, trust or other enterprise against any liability asserted against her or him and incurred by her or him in any such capacity, or arising out of her or his status as such, whether or not the Corporation would have the power to indemnify her or him against such liability under the provisions of this Article.

8. Payment of Indemnification. An Indemnified Representative shall be entitled to indemnification within thirty (30) days after a written request for indemnification has been delivered to the secretary of the corporation.
9. Contribution. If the indemnification provided for in this Article or otherwise is unavailable for any reason in respect of any Liability or portion thereof, the corporation shall contribute to the Liabilities to which the Indemnified Representative may be subject in such proportion as is appropriate to reflect the intent of this Article or otherwise.
10. Mandatory Indemnification. To the extent that an Indemnified Representative of the corporation has been successful on the merits or otherwise in defense of any action or proceeding referred to in 15 Pa.C.S. § 5741 (relating to third-party actions) or § 5742 (relating to derivative and corporate actions) or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorney's fees and disbursements) actually and reasonably incurred by such person in connection therewith.
11. Contract Rights; Amendment or Repeal. All rights under this Article shall be deemed a contract between the corporation and the Indemnified Representative pursuant to which the corporation and each Indemnified Representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.
12. Scope of Article; Other Rights of Indemnified Person. The rights granted by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement, vote of member or disinterested directors or otherwise, both as to action in an Indemnified Capacity and as to action in any other capacity. Notwithstanding anything to the contrary in this Article, the corporation shall indemnify all officers, directors, and committee members of the Society to the full extent permitted under Pennsylvania law.
13. Reliance on Provisions. Each person who shall act as an Indemnified Representative of the corporation shall be deemed to be doing so in reliance upon the rights provided in this Article.
14. Interpretation. The provisions of this Article are intended to constitute by-laws authorized by 15 Pa. C.S. §5746.

OFFICERS OF THE STEERING COMMITTEE

The officers of the Steering Committee will include a Chair or Co-Chairs, Secretary, Treasurer, and Webmaster. The chair or co-chairs will have the duties listed below. Officers shall be

elected from the 12 total members of the SC and will be elected by the membership of SC. Officers will have votes on the SC. The officers' terms will coincide with the membership year (beginning January 1st).

GOVERNANCE

1. Chairperson or Co-Chairpersons

A. Qualifications & Term

- The chairperson or co-chairpersons shall be dues-paying members and actively involved in the HHC including required participation in conference calls and attendance at the annual meeting.
- The chairperson or co-chairpersons shall have served on the HHC Steering Committee (SC) for a period of at least 1 year prior to serving as chair(s).
- The chairperson or co-chairpersons shall serve an initial term of three years but will be eligible for reelection for one additional term of three years.
- After his/her term has expired, the chairperson or co-chairpersons shall serve for a period of 1 year as the "Immediate Past Chair(s)" and will be responsible for assisting the chairperson with his/her responsibilities, including but not limited to long-term strategic planning.

B. Responsibilities

- The chairperson or co-chairpersons shall be responsible for oversight of the activities of the SC.
- The chairperson or co-chairpersons shall, in consultation with the SC, be responsible for organizing the SC meetings (e.g., time, location, duration).
- The chairperson or co-chairpersons shall, in consultation with the SC, appoint a representative from the SC to serve on any planning or organizing committee for the annual conference that has been created and convened by the host institution, program or individual.
- The chairperson or co-chairpersons shall be an ex officio member(s) of any planning or organizing committee for the annual conference that has been created and convened by the host institution, program or individual to serve as a representative of the HHC's general membership. In special circumstances (e.g. illness), the chair may, with the approval of 2/3 of the SC, appoint a proxy to serve in this capacity.
- The chairperson or co-chairpersons shall collaborate with the other officers of the HHC to prepare HHC's annual report for the annual meeting.

2. Secretary

A. Qualifications & Term

- The secretary shall be a dues-paying member in good standing of the HHC.
- The secretary shall serve an initial term of three years but will be eligible for reelection for one additional three-year term.

B. Responsibilities

- The secretary shall attend all meetings of the HHC and record and distribute minutes of such meetings. In the event that the secretary is unable to attend a meeting, s/he shall appoint a designate from the members of the SC in attendance for the purpose of recording minutes. Distribution of said minutes, however, remains the responsibility of the secretary.
- The secretary shall keep records of SC meetings and of the general members' meetings.
- The secretary shall provide an electronic version of the membership form to the webmaster for use by new members at any time.
- The secretary shall maintain the website or designate others to do so
- The secretary shall maintain a listserv or designate others to do so
- The secretary shall also email membership renewal forms to current HHC members by November 1st each year.
- The secretary shall keep membership lists current.
- The secretary shall archive the programs from the annual meetings in both paper and electronic formats.
- The secretary shall collaborate with the other officers of the HHC to prepare HHC's annual report for the annual meeting

3. Treasurer

A. Qualifications & Term

- The treasurer shall be a dues-paying member in good standing of the HHC.
- The treasurer shall serve an initial term of three years but will be eligible for reelection for one additional three-year term.

B. Responsibilities

- The treasurer shall keep accounts of all monies received and disbursed by the HHC.
- The treasurer shall work with the annual meeting organizers to create a record of all received and disbursed monies relating to the annual meeting. The treasurer will archive this record.
- The treasurer shall be responsible for tax-related issues.
- The treasurer, chairperson or co-chairpersons, and secretary shall maintain a bank account for HHC.
- The treasurer shall collaborate with the chair or co-chairpersons and secretary to prepare HHC's annual report for the annual meeting

MEETINGS OF THE STEERING COMMITTEE (SC)

1. The SC shall meet annually at the time of the Annual Conference separately from the general business meeting.
2. During the year, meetings of the SC shall take place via conference calls organized by the Chair or Co-Chairs.
3. Conference calls will be scheduled to occur every 3-4 months, or as needed, for a total of at least 3-4 conference calls during the year.

4. Agendas shall, if feasible, be provided at least 7 days in advance of each conference call.

FISCAL & OTHER POLICIES

1. The FISCAL YEAR of the HHC shall be the calendar year.
2. DUES: Annual dues invoices shall be sent out to members and potential members no later than November 1st.
3. BOOKS & RECORDS: The HHC shall keep correct and complete books and records of account and shall also keep minutes of the meetings of the Annual General Membership and of the SC. The minutes will be archived in electronic form (and possibly on the website if feasible). The HHC shall keep a record of the names and contact information for its membership.
4. LIMITATIONS ON USE OF MEMBERSHIP LIST: Without the consent of the SC, no HHC membership list nor any part thereof may be released, distributed, published or used by any person for any purpose unrelated to a member's interest as a member.
5. WEBSITE HOSTING AGENCY. An independent hosting agency will be secured for the organization's internet needs. Said agency shall not be affiliated with any single academic institution, professional organization, or business interest. Any third party broker must be approved by a majority of the SC.
6. DISSOLUTION OF HHC: Dissolution of HHC as a registered LLC is authorized if it is approved by either a two-thirds vote of the members of the SC or a two-thirds vote at an annual General Meeting of members eligible to vote and present in person or by proxy at that meeting. Notice of intent to dissolve HHC must be given to members via email a minimum of thirty days before the meeting, and by posting on the HHC website a minimum of thirty days before the meeting.
7. DISPOSAL OF ASSETS AT DISSOLUTION: Upon dissolution, as above, unless otherwise required by law, HHC shall transfer all residual assets left after payment of HHC's debts, existing at the time of dissolution, to any successor organization designated by the SC or by vote of the members, be it a corporation or not. If there is no successor organization, then all residual assets of HHC shall be paid or transferred to the American Society for Bioethics and Humanities.
8. ANNUAL REPORT: The chair or co-chairs, secretary, and treasurer will collaborate to produce an annual report which will be presented at the annual general meeting and will thereafter be available to all the membership on the website.

AMENDMENTS TO BY-LAWS

These by-laws may be amended by a two-thirds vote of the standing Members of the STEERING COMMITTEE present at any meeting, provided that a quorum is present, or via electronic correspondence by a two-thirds vote of the Steering Committee. In both cases, the voting Members must be provided a copy of the proposed amendment(s) at least two weeks prior to said meeting.