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Policy.....	1.02
Revised Policy .....	8/17
Revised Procedure.....	8/17
BOD Reviewed and Approved....	8/17
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# POLICY & PROCEDURE

## CHAPTER POLICY AND PROCEDURE

### 1 Petitioning for a Chapter Charter

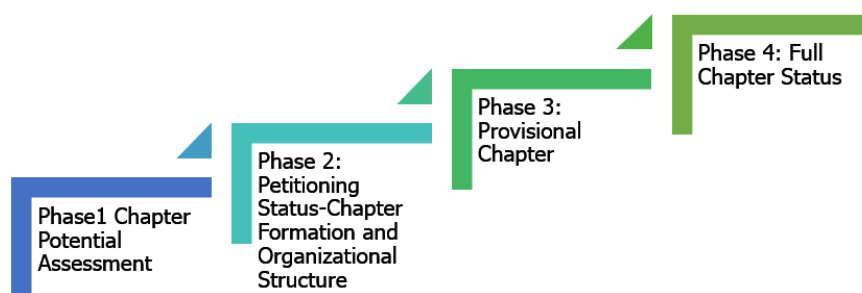
#### POLICY

The ANIA Board of Directors establish the criteria to be met in order to form a new chapter. ANIA shall allow chapters to function subject to policies and procedures established by the Board of Directors. Chapters are subordinate to ANIA National.

#### PROCEDURE

Interested ANIA members may petition to form a local, chartered chapter. The process of petitioning will take 12 months to complete the necessary phases.

The following chart illustrates the phases to the chapter chartering process.



#### Phase 1: Chapter Potential Assessment

1. Any group of ANIA members who wish to explore the possibility of starting an ANIA Chapter should contact the National Office at [chapterscoordinator@ania.org](mailto:chapterscoordinator@ania.org)
2. The National Office will notify the Regional Director for that area.
3. An *Assessment of Interest and Commitment* report must be performed by Regional Director as an initial step to determine member commitment and potential longevity of a petitioning chapter. The evaluation should address the following questions:
  - a. Are there at least ten (10) members of ANIA who wish to belong to the chapter?

### **Phase 1: Chapter Potential Assessment, (con't)**

- b. Are there at least four (4) members who are committed enough to the growth and development of a local chapter to assume leadership positions within the chapter?
    - i. Chapter leaders must complete the provisional chapter chartering process including signing the Provisional Chapter Formation Agreement.
    - ii. Must be willing to serve as President, Vice President, and Secretary / Treasurer until the first election.
  - c. Where will the chapter officers be drawn from over the next two (2) to four (4) years and beyond?
  - d. Is there an established ANIA Chapter nearby and the formation of this chapter will not conflict with other chapters?
  - e. Based on the response to the above questions, the Regional Director will bring forth a recommendation for Chapter formation or for discussion of viable alternatives to the board of directors.
4. A motion to accepting the group as a petitioning chapter will be made by the Regional Director either at monthly BOD meeting or via email and motion should be finalized within 15 days.
- a. When a group is accepted as a petitioning chapter, the Regional Director requests a new chapter packet for the petitioners to be sent from the National Office.
  - b. When a group is rejected as a petitioning chapter, the Regional Director will work with group to determine what needs to be done and reapply.

### **Phase 2: Petitioning Status-Chapter Formation and Organizational Structure**

1. Completion of Chapter Charter Petition (see ANIA website)
  - Ten (10) active ANIA members with email address
  - Founding leadership team including email address and ANIA membership expiration date. All persons listed as chapter officers must be active members of ANIA through the end of their term.
2. Profile Form for Petitioning Chapters (see ANIA website)
  - Leadership team
  - Area, regional or zip code coverage request
3. Chapter's first 12-month Operational Plan
  - a. A petitioning chapter needs to document its plan for fulfilling the following educational meeting requirements during the first year of operation:
    - i. If petitioning status is granted between January 1 – March 31: Minimum of one (1) business meeting and two (2) educational meetings with or without awarding contact hours.
    - ii. If petitioning status is granted April 1 – December 31: Minimum of one (1) business meeting and one (1) educational meeting with or without contact hours.
4. Chapter Bylaws Draft

## **Phase 2: Petitioning Status-Chapter Formation and Organizational Structure** *(con't)*

5. Employer Identification Number (EIN) obtained and documented. You can find the latest IRS information on the process by searching using the phrase “How to apply for an EIN”
  - Complete online application
  - Send an e-mail with new EIN number to the ANIA National Office [chapterscoordinator@ania.org](mailto:chapterscoordinator@ania.org).

### **Phase 3: Provisional Chapter**

Once a petitioning chapter has completed Phase 1 and 2 satisfactorily, then the Regional Director puts forth the petition for provisional chapter status to the ANIA Board of Directors for a vote. If the vote is negative, then the Regional Director will work with petitioning chapter to correct any deficiencies. Once a petitioning chapter is accepted then the Chapter Formation Agreement (see ANIA website) is signed and the Welcome Packet is set.

#### ***Welcoming Package***

- Chapter Name
  - Chapter Number
  - Chapter Website information
  - Welcome Letters
  - Status Certificate
  - ANIA membership brochures will be sent to chapter president
1. The Chapter Coordinator completes the assignment of ANIA members to the new chapter, based on zip codes. Members are notified by the National Office of the chapter assignments. Members have the right after chapter formation to switch chapters by updating their profile selection on ANIA’s website.
  2. No chapter may establish membership for individuals of the local chapter only; all members of local chapters must be members of ANIA.
  3. All chapters must comply with ANIA Policies and Procedures and Bylaws of the Association.
  4. Chapter must vote on proposed chapter bylaws based on the Recommended Chapter Bylaws within 60 days of chapter formation.
  5. All chapters must sign and agree to adhere to the Provisional Chapter Affiliation Agreement with ANIA.

### **Phase 4: Full Chapter Status**

After one year of successful chapter operation including business meetings, education offerings and required documentation submission, the Regional Director will submit a motion for chapter acceptance and the ANIA BOD will vote on full chapter status.

The Chapter Affiliation Agreement will be signed by the current chapter president or designee

## **2. Adopting and Amending Chapter Bylaws**

### **POLICY**

ANIA advises that chapters adopt the recommended Chapter Bylaws as they stand (see Addendum B). Amendments made to the Recommended Chapter Bylaws for an individual chapter must be reviewed and approved by the ANIA Board of Directors.

### **PROCEDURE**

1. In the petitioning process, if the Chapter does not use the recommended Bylaws presented by ANIA National, a draft Chapter Bylaws must be approved by the ANIA BOD. At the first official meeting of the chapter leaders, the ANIA approved Chapter Bylaws need to be accepted and recorded in the official minutes.
2. To make amendments to the Chapter Bylaws:
  - a. The Chapter Secretary will submit the proposed changes to the Regional Director.
  - b. The Regional Director will submit the proposed changes to the ANIA Board for review. Modified chapter bylaws must not conflict with any existing ANIA Policy & Procedure or Position Statement. If the proposed amendment is not approved, the reason will be cited and the Chapter Secretary will be informed. Chapter leaders may reassess the requested changes and resubmit.
3. The Chapter Board will assess the relevance of the Chapter Bylaws every three years.
4. A copy of the Chapter's Bylaws and subsequent revisions should all be kept on file indefinitely with the other chapter documents, such as the Chapter Affiliation Agreement and meetings minutes in the Chapter's official ANIA chapter website.

## **3. Chapter Privileges**

### **POLICY**

Chapters are granted full privileges to serve as local representatives of ANIA.

### **PROCEDURE**

The following privileges are granted to chapters:

- Access to Regional Director for support and communication
- Use of ANIA's official logo for official chapter purposes
- Financial assistance if approved
- Use of chapter membership list
- An online website specific to the chapter
- An online resource library specific to the chapter
- Complimentary listing of chapter educational meetings on ANIA's Website if approved through the Regional Director
- \$100 discount on ANIA Annual Conference for two (2) Chapter board members.
- Use of ANIA's library of webinars with CEUs with approval of Regional Director
- Listing as an official chapter with the Chapter President's name on the ANIA website

## **4. Elections**

### **POLICY**

Any chapter member who is a full member (not student or honorary) of ANIA may be a candidate for any office of that chapter. Full members of ANIA in that chapter are qualified to vote for chapter officers. Chapters will hold annual elections for chapter offices of President, Vice President, Secretary, and Treasurer (or Secretary/Treasurer) on the calendar year. In order to maintain stability, it is recommended that the positions be staggered so that the entire chapter leadership does not change in a single year. The role of Vice President is a one-year learning position.

### **PROCEDURE**

1. Term of office for all board positions is two (2) years.
2. It is encouraged that officers not hold a term for more than two (2) years or two (2) consecutive terms.

If the chapter began its provisional status between

- a. January 1 – October 31: First election will be held so that new officers take office January 1 of the next year
  - b. November 1 – December 31: First election will be held so that new officers take office January 1 two years hence.
3. The Chapter Leadership Team (President, Vice President, Secretary, and/or Secretary/ Treasurer) is responsible for filling all open chapter officer positions.
  4. A call for nominations to the membership will be made by the Chapter Vice President no less than sixty (60) days prior to balloting. The call for nominations should be made via email to all members and posted in chapter's Website. All chapter members must have access to one of the notifications of the opportunity to serve as a volunteer chapter leader.
  5. If after a call for nominations is made to all chapter members if there is only one (1) candidate for an office (uncontested), these candidates may then be declared the winners.
  6. If more than one (1) candidate for any office is identified, voting will take place via electronic ballot. Contact the Chapter Coordinator to arrange for this.
  7. The candidate receiving the highest number of votes will be declared the winner. In case of a tie, the winner will be decided by lot by the Chapter Leadership team.
  8. If a Leadership Team member is not able to meet their commitment, the chapter should follow the Chapter bylaws.

## **5. Financial Reporting**

### **POLICY**

Chapters must submit required financial information in the Annual Chapter Report. The Annual Chapter Report is due to the National Office by January 31st of each year.

### **PROCEDURE**

1. Annual Chapter Report for the period January 1 to December 31 is due January 31st of the next year. It includes Financial and Operational sections.
  - a. The submission form is available on ANIA website, under the current chapters tab.

## **Financial Reporting** *(con't)*

- b. IRS Form 990N must be completed by chapter and submitted to IRS directly, regardless of revenue generation. Google "IRS Form 990N" to obtain the most recent version and instructions. A copy of the completed document should be included with the Annual Chapter Report.
  - c. The Chapter Leadership is required to submit: (a) List of any chapter payments in excess of \$600 made to an individual for services rendered (usually honorariums or speaker's fees) during the period January 1 to December 31. It is not necessary to include reimbursement of expenses. ANIA, in turn, submits Form 1099 to the individuals.
  - d. The Chapter Leadership is required to submit the following information:
    - Chapter Name and Number
    - Chapter Treasurer's Name
    - Chapter EIN Number
    - Attestation that the chapter earned less than \$50,000 during the year
    - Year-end Bank Balance
    - Year-end Asset Balance
2. If the chapter's income was more than \$50,000 during the fiscal year, additional reporting will be required.
  3. The National Office will forward the Annual Chapter Report to the BOD and appropriate Regional Director and will report missing or incomplete reports.
  4. For delinquent chapters, the Regional Director is responsible for contacting the Chapter Leadership to facilitate completion of the report. Certified letters may be sent to the responsible chapter officers by the ANIA Board of Directors requesting the required reports.
  5. Chapters not submitting Annual Chapter Report by April 30th will not meet minimum reporting requirements for that year and will be placed on probationary status.
  6. Chapters not meeting minimum reporting requirements are still required to file IRS Form 990N.
  7. Chapters will be notified by the National Treasurer or National Office of any changes in the financial reporting procedure.

## **6. Financial Assistance**

### **POLICY**

A chapter may request financial assistance for a specific project from the ANIA Regional Director.

### **PROCEDURE**

Any request from a chapter for special funding must be submitted in writing to its Regional Director and include:

- Name and location of chapter
- Detailed purpose and budget for amount requested
- Name and address of person payable and accountable for check
- All requests for special funding will be directed to the Regional Director. If approved, the request will be submitted to the Treasurer.

## **6. Financial Assistance** *(con't)*

The Regional Director may:

- Approve the request for special funding per budgetary allowances.
- Forward the request to the National President and National Treasurer, if funds are not available per approved budget.
- The National Treasurer will inform the Regional Director of the approval/disapproval of funds.
- If approved, the National Office staff will send a check to the chapter.
- If disapproved, the Regional Director will inform the chapter in writing.
- A chapter receiving reimbursement must provide an invoice describing the use of the funds within two (2) months to receive reimbursement.

## **7. Meetings: Scheduling Conflicts**

### **POLICY**

Chapters should not schedule program dates that conflict with national ANIA programs (i.e., National Conference and any other meetings initiated by the National Office and as published in all its media outlets).

### **PROCEDURE**

1. Chapter Presidents should check the sites and dates of all confirmed nationally sponsored ANIA programs on ANIA's Website.
2. A chapter may schedule a local chapter meeting in conjunction with an ANIA Webinar.
3. Before finalizing the dates for chapter programs one (1) day or longer in length, Chapter Presidents should check with the National Office or on ANIA's Website to verify that the proposed dates do not conflict with any nationally sponsored ANIA programs.
4. Chapters that have seasonal restraints in the planning and scheduling of meetings that may be in conflict with other ANIA scheduled meetings should submit their concerns in writing to their Regional Director who will discuss with the ANIA board. This process should be followed before submitting a program for continuing education approval.
5. If a proposed chapter program is deemed to be in conflict with a nationally sponsored ANIA program, the Chapter President will be notified by the Regional Director with a request to reschedule the program.

## **8. Probationary Chapter Status**

### **POLICY**

Chapters not meeting the required chapter activities as outlined in Chapter Chartering process by December 31st or not submitting the required chapter reporting by January 15th of the following year to the National office, will be placed on probationary status. Failure to meet all criteria by December 31st of the probationary year may result in dissolution of the chapter.

### **PROCEDURE**

1. Probationary Chapters not meeting minimum reporting requirements in the following ANIA year, will be removed from the Directory of Chapters and notification of the need to re-petition will be sent to the last Chapter President.



## **Probationary Chapter Status** *(con't)*

2. Prior to initiating steps for dissolution, the Regional Director will assist the chapter to identify problem(s), offer solutions, and encourage alternatives to dissolution.
3. If the chapter does not re-petition for charter, the *Dissolution of Chapter* process will be followed.

## **9. Dissolution of Chapter**

### **POLICY**

If a chapter on provisional status does not complete the requirements to resolve probationary status or the membership cannot sustain the chapter, then the chapter may be dissolved.

### **PROCEDURE**

1. Membership cannot sustain the chapter
  - a. If the Chapter Leadership determines that the membership cannot sustain the chapter, the Chapter President or designated officer of the chapter will notify the National Office and the assigned Regional Director.
    - i. Any remaining funds will be transferred to National organization.
    - ii. A letter will be sent by certified mail to the Chapter President with a copy to the Chapter Treasurer of the dissolved chapter. Evidence of the receipt of the certified letter of notification will be filed with the dissolved chapter's records.
  - b. In the case of complete non-activity despite attempts by Regional Director to contact last known chapter leaders, the ANIA Board of Directors will vote to dissolve the chapter.
2. The Chapter Coordinator will remove the chapter name from the current list and database of ANIA chapters, current electronic communication lists, and the ANIA Website.
3. The chapter's website will be archived.
4. Members of a dissolved chapter will be reassigned to the next closest chapter per the realignment of zip codes if possible.

## **10. ANIA Nursing Informatics (NI) – Certification Review Course (CRC)**

### **POLICY**

As of August 15, 2017, the ANIA NI-CRC will be the only approved nursing informatics review/certification course for chapter sponsored events.

### **PROCEDURE**

Chapters who are under contract on or before August 15, 2017 with non-ANIA nursing informatics review/certification course providers will be allowed to fulfill the contract.

## **11. Addendums (on following pages)**



## Provisional Chapter Formation Agreement

This provisional Chapter Formation Agreement ("**Agreement**") is made and entered into by and between the American Nursing Informatics Association, a Virginia nonstock corporation ("**ANIA**"), and

(**Insert Full Chapter Name**) \_\_\_\_\_

hereinafter referred to as the "Chapter", for the purpose of establishing a formal affiliation between ANIA, as central organization, and Chapter.

**WHEREAS**, Chapter desires to be formally created and affiliated with ANIA as a chapter that is subordinate to the central organization; and,

**WHEREAS**, Chapter wishes to promote and advance the mission of ANIA within the Chapter's community; and.

**WHEREAS**, Chapter has petitioned ANIA to grant Provisional Chapter status and be affiliated with ANIA as a chapter, with all appropriate responsibilities and privileges to, but subject to the responsibilities and obligations of, the Chapter.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree to the foregoing and as follows:

1. **Grant of Chapter Status and ANIA Affiliation.** ANIA hereby grants the status of a Provisional Chapter of ANIA with all responsibilities and privileges of a Provisional Chapter.
2. **Obligations of Chapter.**
  - a. The obligations of a Provisional Chapter are to complete the process for recognition as a full Chapter within 12 months of this date.
  - b. ANIA is organized as a tax exempt 501(c)(6) nonprofit organization. Provisional Chapter are required to obtain their own Employer Identification Number (EIN) in accordance with instructions provided by ANIA and shall operate in a manner that protects and does not jeopardize the interests and tax status of ANIA
  - c. The Bylaws of ANIA are available to Provisional Chapter on the ANIA website, and the officers of Chapter have reviewed the information. Chapter shall abide by the Bylaws of ANIA.
  - d. Provisional Chapter shall comply with chapter governance guidelines, as well as any and all rules and regulations promulgated by ANIA applicable to its chapters.
  - e. The Provisional Chapter shall have no authority to execute any contract in the name of ANIA without ANIA's prior written consent.
  - f. The Provisional Chapter must maintain its good standing with ANIA by complying with all provisions of the Chapter Policies and Guidance Manual, including, without limitation, submitting financial, operational, and other reports.
  - g. Provisional Chapter shall refer to itself as "[Name] Chapter of American Nursing Informatics Association (ANIA)" and not ANIA itself.
  - h. Provisional Chapter shall cooperate with ANIA and make its financial and other books and records available to ANIA, including to its Management Company, auditors and counsel.

## Provisional Chapter Formation Agreement (con't)

3. **Sharing of Information and Confidential Information.** The Provisional Chapter and ANIA shall share membership information, materials and information about the programs each are sponsoring in order to coordinate and maximize the membership experience. Each shall maintain confidentiality of the other, and will not directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any confidential information of the other, including any membership lists or information. These provisions do not apply to information otherwise publicly available or to information required to be disclosed by law.
4. **Term and Termination.** The term of the affiliation shall be 12 months, provided that the provisional Chapter remains in good standing and is making progress toward full Chapter status.
5. **Miscellaneous Terms.** The Agreement shall be subject to the laws of the Commonwealth of Virginia, and shall not be transferred or assigned to a third party, and can only be modified by written agreement of both ANIA and Provisional Chapter. The Agreement, together with all Attachments, constitutes the complete and exclusive statement of the agreement between ANIA and the Provisional Chapter relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter. The Agreement may be modified only pursuant to a writing executed by ANIA and Chapter.

**IN WITNESS WHEREOF**, the parties have caused this Provisional Chapter Formation Agreement to be executed by their duly authorized officers, effective as of the day and year first submitted.

## CHAPTER BYLAWS

### Article I. Name

The name of the chapter shall be \_\_\_\_\_ Chapter of American Nursing Informatics Association (ANIA).

### Article II. Purpose

The purpose the ANIA chapter is to advance the field of nursing informatics through communication, education, research and professional activities in their local area.

### Article III. Members

The chapter will consist of ANIA members assigned by zip code. No chapter may establish means for individuals to be members of the local chapter only. All members of local chapters must be active members of ANIA.

### Article IV. Meeting of the Members

Meetings: Meetings of the members shall take place at hours and dates designated by chapter leadership for the purpose of education and updating members on the business of the chapter.

Place of Meeting: Chapter Leadership may designate any place as the place of the meeting assuring that there are no conflicts of interest.

Notice of Meetings: Notice will be provided and posted on the chapter website

### Article V. Officers

1. The elected officers of the chapter will form Chapter Leadership team. Those officers will be the President, Vice President, Secretary and Treasurer at minimum. Secretary and Treasurer role may be combined and held by one person.
  - a. The Chapter President will be the executive officer of the Chapter and will preside at all meetings of the Chapter. The primary accountabilities of the president are:
    - i. Oversee meetings of the board and Chapter, including agenda development and meeting facilitation.
    - ii. In partnership with the board and committee chairs, develop the future goals and annual objectives for the Chapter.
    - iii. Based on the annual objectives, formulate the annual budget for the Chapter in partnership with the board and committee chairs.
    - iv. Provide for the ongoing monitoring and evaluation of annual objectives.
    - v. Along with the treasurer, provide oversight for the Chapter finances and ensure financial controls are in place to protect the Chapter's finances from misuse or fraud.
    - vi. After approval from ANIA, execute all contracts on behalf of the Chapter.
    - vii. Ensure regular communication to the Chapter regarding progress toward the annual objectives and the financial status of the Chapter.
    - viii. Along with the board, ensure the Chapter meets all of the obligations to ANIA that are set forth in the Chapter Formation Agreement.
    - ix. Working with the vice-president, annually provide for continuity of the Chapter leadership and a board transition meeting.
  - b. The Chapter Vice President will act in the capacity of Executive Officer in the absence of the Chapter President.
  - c. The Chapter Secretary will keep minutes of all leadership meetings and submit all reports to the Chapter President, members, and the National Office. The Secretary may serve as the primary webmaster.

## CHAPTER BYLAWS *(con't)*

- d. The Chapter Treasurer will maintain a ledger of financial accounts, will provide such reports as required by ANIA and is responsible for the annual submission of required IRS documentation.
  - i. The treasurer is responsible for the ongoing management, accounting, and reporting of the Chapter's finances.
  - ii. Overall accountability for the financial management of the Chapter is the responsibility of the full chapter leadership team, thus the treasurer must work in partnership with the leadership team to ensure the appropriate management of the Chapter finances.
- e.
  2. Optional Chapter Leadership Positions:
    - a. **President-Elect:** The President-Elect serves alongside the president in order to become familiar with the duties of the position. This learning period is critical to his/her success when he/she steps into the presidential role. The president-elect should be an active member of the Chapter. Many Chapters find it beneficial to require that the president-elect has previously served on the board of directors for a period of time. While this may be ideal, because all of the Chapter members are volunteers, it is not always feasible. What is essential is that the president-elect has strong leadership and communication skills and is knowledgeable about Chapter governance.
    - b. **Committees:** Chapters may create additional committees that align with their future goals. The purpose of these committees is to assist the Chapter in completing the initiatives that have been outlined for the year. Often these positions or committee chairpersons sit on the board of directors. Common committees fall into two categories – operational and mission driven. Examples of operation committees include membership, audit, and industry relations. Mission driven committees include certification, education, and community service.
  3. Any ANIA chapter member in good standing is eligible to be a candidate for any chapter office.
  4. If the Chapter President resigns or is removed for cause, then the Chapter Vice President will fill vacancy for the remainder of the term. Vacancies in other offices will be filled for the remainder of the term by appointment by the Chapter President and approval by a simple majority of the Chapter Leadership.
  5. Removal of elected chapter officers: Any officer will automatically forfeit their leadership position if they lose eligibility as a member of ANIA. In the event an elected officer does not fulfill role responsibilities or does not contribute to effective chapter functioning they may be removed for "cause" by a majority vote of chapter leadership after proper notice and opportunity to be heard.
  6. **Absence/Abandonment:** Each Chapter Leadership team member is expected to communicate with the team in advance of all meetings if she/he is unable to attend or participate by conference telephone or other agreed-upon means of communication or if life- circumstances are interfering with his/her ability to fulfill the obligations of her/his role. If a leadership member is absent from two (2) successive leadership meetings without notice or fails to fulfill assigned responsibilities for a 30-day period, the board may vote on whether the absent member shall be deemed to have resigned due to non-participation. If the team votes that the absent member has resigned due to non-participation, the absent member will be notified by both email and certified letter of the team's decision.
  7. **Dissolution Clause:** A Chapter's standing may be terminated based on the following: (a) upon a breach by the Chapter of the terms and conditions of the Chapter Formation Agreement, which breach is not cured within ten (10) days of written notice by ANIA to the Chapter; or (b) upon the dissolution or cessation of operations of ANIA or the Chapter.

## CHAPTER BYLAWS *(con't)*

### Article VI. Committees

The Chapter President will establish committees deemed necessary to the proper function of the Chapter. A chairperson will be appointed for each committee by the Chapter President with approval of the Chapter Leadership. Each committee chairperson will appoint sufficient members to the committee to ensure the accomplishment of the responsibilities of the committee.

### Article VII. Meetings

Business and educational meetings will be held regularly. Documentation of meetings will be placed in Chapter's website library.

In Year 1 (provisional year), the chapter is required to hold the following meetings.

- If petitioning status is granted between January 1 – March 31: Minimum of one (1) business meeting and two (2) educational meetings with or without awarding contact hours.
- If petitioning status is granted April 1 – December 31: Minimum of one (1) business meeting and one (1) educational meeting with or without contact hours.

After the first year, the chapter shall hold a minimum of one (1) business meeting and two (2) educational meetings with or without contact hours granted.

- The minutes of all Chapter Leadership and other committee meetings will be posted in the Chapter website library and open to review by the members.

### Article VIII. Conflict of Interest

Chapter Leadership shall administer the chapter affairs honestly and economically and exercise their best care, skill, and judgment for the benefit of the chapter and ANIA. The Leadership team shall exercise the utmost good faith in all transactions relating to their duties for the chapter and ANIA. They shall not use their position, or knowledge gained there from, so that a conflict might arise between the chapter's or ANIA's interests and that of the individual. All acts of leadership shall be for the benefit of the chapter in any dealing. The Leadership team shall not accept any favor that might adversely or improperly influence their actions affecting the chapter, ANIA or its members.

### Article IX. Contracts, Checks, Deposits and Funds

1. **Contracts:** The Leadership team may authorize any officer or officers, agent or agents of the chapter, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the chapter, and such authority may be general or confined to specific instances. **All contracts and expenditures must have two signatures to execute.** For contracts, the two signatures must be the Chapter president and treasurer, or the appropriate chairperson. Contracts can only be signed after ANIA Board of Directors has provided its written approval.

## CHAPTER BYLAWS *(con't)*

### Article X. Contracts, Checks, Deposits and Funds *(con't)*

2. **Checks, Drafts, etc.:** All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the chapter, shall be signed by those authorized officers or agents of the chapter and in a manner as shall be determined by resolution of the chapter leadership. In the absence of a specific determination by Chapter leadership, the instruments shall be signed by the Treasurer, following approval in the following manner:
  - Expenses over \$100.00 but less than \$250.00: approval of one (1) Board officer (other than Treasurer) required.
  - Expenses \$250 and over: approval of two (2) officers (other than Treasurer) required.
3. **Deposits:** All funds of the Corporation shall be deposited to the credit of the chapter in the banks, trust companies or other depositories as the leadership team may select.

### Article XI. Dues

The leadership team may determine the amount of initiation fee, if any, and annual dues payable to the chapter by members. Chapter dues are to be used to offset chapter expenses and may not exceed 25% of the ANIA dues per year.

### Article XII. Dissolution

- A. **Dissolution of the Organization:** Upon the dissolution of the chapter, the chapter's assets shall be returned to ANIA at the National office.

### Article XIII. Miscellaneous

1. **Amendments to Bylaws:** These Bylaws may be amended and new Bylaws may be adopted ONLY after written notice and approval by National BOD of ANIA. Once approved by the corporation they may be adopted by 2/3rds of the chapter leadership present at any regular meeting or at any special meeting.
2. **Review of Bylaws:** The Chapter Leadership shall convene an ad hoc committee to review the Bylaws within three years of the last revision. The Secretary or designee shall maintain a record of all revisions to the Bylaws, including effective dates.
3. **Bylaws, Minutes and Membership Records:** The Chapter Leadership shall maintain the original copy of the Bylaws, together with all amendments thereto, the minute books/files as electronic documents in the Chapter Website Library. All non-confidential files/books and records of the chapter may be inspected by any member, or her/his agent for any proper purpose at any reasonable time.

**Bylaws Accepted for Chapter by:** \_\_\_\_\_

Chapter Name: \_\_\_\_\_

Name/Chapter Title/Date: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_



# Chapter Affiliation Agreement

This Chapter Agreement ("**Agreement**") is made and entered into by and between the American Nursing Informatics Association, a Virginia nonstock corporation ("**ANIA**"), and

(**Insert Full Chapter Name: \_\_\_\_\_**), hereinafter referred to as the "Chapter", for the purpose of establishing a formal affiliation between ANIA, as central organization, and Chapter.

**WHEREAS**, Chapter desires to be formally created and affiliated with ANIA as a chapter that is subordinate to the central organization; and,

**WHEREAS**, Chapter wishes to promote and advance the mission of ANIA within the Chapter's community; and,

**WHEREAS**, Chapter has petitioned ANIA to grant Chapter status and be affiliated with ANIA as a chapter, with all appropriate responsibilities and privileges to, but subject to the responsibilities and obligations of, the Chapter.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree to the foregoing and as follows:

1. **Grant of Chapter Status and ANIA Affiliation.** ANIA hereby grants the status of a Chapter of ANIA with all responsibilities and privileges of a Chapter.
2. **Obligations of Chapter.**
  - a. The Chapter shall operate in a manner that protects and does not jeopardize the interests and tax status of ANIA
  - b. The Bylaws of ANIA are available to Chapter on the ANIA website, and the officers of Chapter have reviewed the information. Chapter shall abide by the Bylaws of ANIA.
  - c. Chapter shall comply with chapter governance guidelines, as well as any and all rules and regulations promulgated by ANIA applicable to its chapters. The Chapter shall have no authority to execute any contract in the name of ANIA without ANIA's prior written consent.
  - d. The Chapter must maintain its good standing with ANIA by complying with all provisions of the
  - e. Chapter Policies and Guidance Manual, including, without limitation, submitting financial, operational, and other reports.
  - g. Chapter shall refer to itself as "[Name] Chapter of American Nursing Informatics Association (ANIA)" and not ANIA itself.
  - g. Chapter shall cooperate with ANIA and make its financial and other books and records available to ANIA, including to its Management Company, auditors and counsel.
3. **Sharing of Information and Confidential Information.** The Chapter and ANIA shall share membership information, materials and information about the programs each are sponsoring in order to coordinate and maximize the membership experience. Each shall maintain confidentiality of the other, and will not directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any confidential information of the other, including any membership lists or information. These provisions do not apply to information otherwise publicly available or to information required to be disclosed by law.



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4. **Term and Termination.** The term of the affiliation shall be perpetual, provided that the Chapter remains in good standing. A Chapter's standing may be terminated based on the following: (a) upon sixty (60) days prior written notice by ANIA; (b) upon a breach by of Chapter of the terms and conditions of the Agreement, which breach is not cured within ten (10) days of written notice by ANIA to the Chapter; or (c) upon the dissolution ocessionation of operations of ANIA or the Chapter.
5. **Miscellaneous Terms.** The Agreement shall be subject to the laws of the Commonwealth of Virginia, and shall not be transferred or assigned to a third party, and can only be modified by written agreement of both ANIA and Chapter. The Agreement, together with all Attachments, constitutes the complete and exclusive statement of the agreement between ANIA and the Chapter relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter. The Agreement may be modified only pursuant to a writing executed by ANIA and Chapter.

**IN WITNESS WHEREOF**, the parties have caused this Chapter Formation Agreement to be executed by their duly authorized officers, effective as of the day and year first written below.

**Accepted for Chapter by:** \_\_\_\_\_

Chapter Name: \_\_\_\_\_

Name/Chapter Title/Date: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**Accepted for American Nursing Informatics Association, by:**

Printed Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Please sign and date this agreement. Return this original document to:  
ANIA Chapter Services PO Box 56, Pitman, NJ 08071