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Appalachian Osteopathic Postdoctoral Training Institute Consortium

Bylaws

Revised August 2006

Revised April 2007

Revised March 2009

Revised August 2010

Revised April 2012

Revised September 2013

Revised September 2014

1 **BYLAWS OF A-OPTIC, INC.**

2 **A Kentucky Corporation**

3 **ARTICLE ONE**

4 **NAME**

5 The name of this formally affiliated consortium will be A-OPTIC, Inc., which is
6 representative of the APPALACHIAN-OSTEOPATHIC POSTGRADUATE TRAINING INSTITUTE
7 CONSORTIUM.

8 **ARTICLE TWO**

9 **ADDRESS**

10 The principal business office of this entity will be at the University of Pikeville, 147
11 Sycamore Street, Pikeville, Kentucky 41501.

12 **ARTICLE THREE**

13 **MISSION AND GOALS**

14 The mission of A-OPTIC is to promote and enhance the quality and capacity of health
15 professional education to meet the needs of Frontier, Rural, and other medically underserved
16 areas of the United States, with an emphasis on graduate medical education to ensure an
17 adequate supply of primary care physicians.

18
19 The Goals of A-OPTIC are:

- 20 • To facilitate the establishment and provide maintenance of graduate medical education
21 programs to meet the needs of A-OPTIC Members;
- 22 • To provide Faculty Development programming to supplement local Member resources;
- 23 • To provide Curriculum programming to supplement local Member resources;
- 24 • To provide Research resources to supplement local Member resources;
- 25 • To establish and maintain a learning environment that values meaningful scholarly
26 activity;
- 27 • To enhance health, improve healthcare, and improve affordability for the public at large.

28
29 **ARTICLE FOUR**

30 **MEMBERSHIP**

31 Membership in the A-OPTIC shall be determined and approved by the A-OPTIC Board of
32 Directors. Membership shall include four (4) categories: Associate, Academic,

1 Research/Curriculum, and Specialty College. Academic and Associate Members shall be
2 organized into Districts. All member institutions must recognize and accept specialty
3 certification through the certifying boards of the AOA and American Board of Medical Specialties
4 (ABMS) on an equal basis. All members have the right to free association with other AOA-
5 approved educational consortia, institutions, or OPTIs. All Associate member institutions shall
6 also be actively involved in the training of osteopathic medical students. All members shall be
7 bound by the Bylaws of A-OPTIC as constituted at the time of acceptance and as the Board of
8 Directors may amend them during the term of membership and for any renewal thereof. The
9 Board of Directors of A-OPTIC will determine the financial responsibility of each member.

10 Any member institution that makes any substantive changes as defined by THE
11 ACCREDITATION DOCUMENT FOR OSTEOPATHIC POSTDOCTORAL TRAINING INSTITUTIONS and
12 THE BASIC DOCUMENT FOR POSTDOCTORAL TRAINING PROGRAMS in its organizations shall
13 notify the Board of Directors of such change. A-OPTIC shall notify the appropriate AOA specialty
14 college of any substantive changes made by partner institutions.

15 **Section A. Categories of Membership**

- 16 1. Associate membership is defined as those affiliate institutions that are engaged
17 in or in the process of developing the ability to provide AOA or ACGME
18 accredited training.
- 19 2. Academic membership is defined as an LCME or COCA-accredited College or
20 School of Medicine; a College or School of Health Professions; or a College or
21 School of Allied Health Professions.
- 22 3. Specialty College membership is defined as a member organization of the AOA
23 Bureau of Osteopathic Specialists or the American Board of Medical Specialists.
- 24 4. Research/Curriculum membership is defined as an entity that collaborates with
25 A-OPTIC in respect to Research and/or Curriculum

26 **Section B. District Organization of Members**

27 Members of A-OPTIC shall be organized into Membership Districts. Each Member must
28 be associated with an Academic Member. The Board of Directors may classify new Members
29 admitted into existing Districts and/or form new Districts consistent with the Mission and Goals
30 of A-OPTIC. A-OPTIC business in each District will be coordinated by the respective District
31 Corporate Officers.

1 **Section C. New Members**

2 New Members may be admitted to A-OPTIC from time to time in accordance with the
3 procedures set forth in this section. Organizations seeking membership shall present
4 documentation regarding membership qualifications to the appropriate District Corporate
5 Officers or A-OPTIC Executive Director for review to ensure that the organization meets
6 Membership eligibility criteria. The District Corporate Officer(s) or A-OPTIC Executive Director
7 shall submit the documentation and a recommendation to the Board of Directors. Any
8 organization that applies for Membership and meets the eligibility criteria and has an
9 affirmative recommendation of the District Corporate Officer(s) shall be admitted as a Member
10 of A-OPTIC upon an affirmative vote of the Board of Directors.

11 **Section D. Maintaining Membership**

12 The Board of Directors may, in its sole discretion, pursuant to a Class Vote of the Board
13 of Directors discontinue on organization’s Membership for: (a) nonparticipation; (b) failure to
14 comply with OPTI Standards; (c) failure to meet AOA Training program standards; (d) violation of
15 the AOA Code of Ethics; (e) failure to pay dues and fees properly assessed, or demonstrated
16 legal malfeasance.

17 **Section E. Membership Withdrawal**

18 Associate members must notify the A-OPTIC in writing of their intent to withdraw from
19 A-OPTIC no less than one (1) year prior to the beginning of the fiscal year.

20 Academic Members must notify the A-OPTIC in writing of their intent to withdraw from
21 A-OPTIC no less than one (1) year prior to the beginning of the fiscal year. All Associate
22 Members under the sponsorship of that Academic Member must be given written notice of
23 withdrawal from A-OPTIC and be given a choice to remain with A-OPTIC. Copies of this
24 correspondence must be sent to the A-OPTIC office.

25 Specialty College Members must notify the A-OPTIC of their intent to withdraw from A-
26 OPTIC no less than 90 days prior to beginning of the fiscal year.

27 **Section F. Powers of the Membership**

28 The Members shall have only those rights set forth in these bylaws. Such rights are:

- 29 a) The amendment, restatement, or modification of the Articles of Incorporation
30 or of the Bylaws of this Corporation;

- 1 b) The approval of the sale or other disposition of all, or substantially all of the
- 2 assets and property of the Corporation;
- 3 c) The dissolution of the Corporation or its merger with or consolidation with
- 4 another corporation;
- 5 d) Any other matter which the majority of the Board of Directors voting on the
- 6 matter votes to submit to the Membership.

7 **Section G. Annual Meeting**

8 The Annual Meeting of the Members shall be held at such place and time as shall be

9 provided in the notice of the Annual Meeting.

10 **Section H. Special Meetings**

11 Special Meetings of the Members may be called at any time by the Chairperson or a

12 majority of the Board of Directors or be called by the Executive Director upon written

13 application of twenty-five percent (25%) or more of the Members. Such meetings may be held

14 electronically.

15 **Section I. Notice of Meetings.**

16 Notice of all meetings of the Members may be given by the Executive Director by e-

17 mailing and mailing each Member a written notice specifying the time and place of the meeting

18 at least seven (7) days before the meeting. In the event notice has not been duly served, a

19 meeting of the Members shall be a legal meeting if there is a quorum present and all Members

20 not present at the meeting sign a waiver of notice of the meeting.

21 **Section J. Quorum.**

22 Twenty-five percent (25%) of the Members present in person or by proxy shall

23 constitute a quorum at any meeting of the Members; provided, however, that a quorum shall

24 require the presence of at least one (1) Member from each District.

25 **Section K. Voting.**

26 Each Member is entitled to one (1) vote on any matter properly submitted to the

27 Members for their vote, and there shall be no cumulative voting. At all meetings of the

28 Membership, a member may appoint a proxy to vote or otherwise act on his behalf by executing

29 an appointment form either by the Member or by its duly authorized attorney-in-fact. Such

30 proxy shall be filed with the secretary of the Corporation before or at the time of the meeting. A

31 telegram, cablegram or photographic facsimile or equivalent reproduction of a writing

1 appointing a proxy will be deemed a sufficient, executed appointment form. No proxy shall be
2 valid after 11 months from the date of its execution, unless a longer period is identified in the
3 proxy, but in no event shall a proxy, unless coupled with an interest, be voted after three years
4 from the date of its execution. A proxy, unless coupled with an interest, may be revoked in
5 writing at any time unless the appointment form conspicuously states it is irrevocable and it is
6 coupled with an interest. The effective time of such revocation shall be the time the Secretary of
7 the Corporation receives the written notice of revocation. A "CLASS VOTE" shall mean at least
8 one vote cast representing each category of Membership from each District within A-OPTIC.

9 **Section L. Mid-Cycle Review**

10 A-OPTIC members must comply with AOA guidelines, policies, and procedures regarding
11 an internal review at the midpoint between accreditation reviews.

12 **Section M. Affiliation Agreements**

13 A-OPTIC members will renew their affiliation with A-OPTIC every five years.

14 **Section N. Conflicts of Interest**

15 A-OPTIC members shall declare conflicts of interest with respect to the affairs of A-
16 OPTIC yearly in accord with the applicable accreditation standards of the AOA.

17
18 **ARTICLE FIVE**

19 **BOARD OF DIRECTORS**

20 The Board of Directors of A-OPTIC shall be as follows:

21 **Section A.** The control and management of the affairs of A-OPTIC shall be vested in
22 the Board of Directors. A-OPTIC Members are represented on the Board of Directors by their
23 District Delegate, who shall be chosen by a vote of the Members from their respective District.

24 The Board of Directors shall be comprised of the following members:

- 25 • The Chief Financial Officer of KYCOM;
- 26 • The Dean of each Academic Member;
- 27 • A-OPTIC Chief Academic Officer, (*non-voting*)
- 28 • One Program Director to be selected from each District;
- 29 • One (1) representative of each specialty college member
- 30 • The Executive Director of A-OPTIC, (*non-voting*)
- 31 • District Academic Officer(s) (*non-voting*)

- Two (2) at large faculty members from an A-OPTIC Associate Member

Each representative on the Board of Directors shall have one (1) vote. Only those members present may vote (in person or via audio or video conference). All Board of Directors members shall direct a written statement to the Board disclosing any conflict of interest or disclaiming the same. Each member shall have one (1) vote on all issues in both regular and special meetings. Members of the Board shall serve for a term of two years.

Section B. At any regular or special meeting of the Board, a quorum will exist when at least one member from each category of membership is present provided all districts are represented. With a quorum established, the affirmative vote of a majority of those present will be necessary for the approval of any action. Only members present may vote. The agenda and order of business will be determined by a vote of the Directors present.

Section C. At all meetings of the Board of Directors, a member may appoint a proxy to vote or otherwise act on his behalf by executing an appointment form either by the member or by its duly authorized attorney-in-fact. Such proxy shall be filed with the Executive Director before or at the time of the meeting. An electronic mail message, telegram, cablegram or photographic, photostatic or equivalent reproduction of a writing appointing a proxy will be deemed a sufficient, executed appointment form. No proxy shall be valid after 11 months from the date of its execution, unless a longer period is identified in the proxy, but in no event shall a proxy, unless coupled with an interest, be voted after three years from the date of its execution. A proxy, unless coupled with an interest, may be revoked in writing at any time unless the appointment form conspicuously states it is irrevocable and it is coupled with an interest. The effective time of such revocation shall be the time the Secretary of the Corporation receives the written notice of revocation.

Section D. The full board shall meet twice annually, unless otherwise ordered by the Board of Directors. The Chairperson, or a simple majority of the members, may call special meetings. Members of the Board shall receive written notice and purpose of the called meeting at least five (5) business days prior to the meeting. All meetings shall be conducted according to the most recent edition of Robert's Rules of Order.

Section E. Board Officers

- The Chairperson shall be a Dean of an Academic Member and elected every two years. The Chairperson shall preside at all meetings of the Board, and carry out

1 such other actions as designated by the Board. The Chairperson will be an ex-
2 officio member of all Board Committees.

- 3 • The Vice-Chairperson must be a representative of an associate member
4 institution and elected every two years. The Vice-Chairperson shall perform the
5 duties of the Chairperson during the absence of the Chairperson.
- 6 • The Executive Director shall serve as the secretary of the Board and the
7 Executive Committee of the Board. The Executive Director will be responsible
8 for providing adequate notice, preparation and distribution of the agenda and
9 other materials for all meetings. The Executive Director will be responsible for
10 receiving and maintaining all records of A-OPTIC.
- 11 • The Treasurer shall be the Chief Financial Officer of KYCOM. The Treasurer shall
12 chair the Budget and Finance Committee, and render an account of all
13 transactions and of the financial condition of A-OPTIC whenever the Board may
14 so require.

15 Action by Unanimous Consent of Board of Directors. Unless otherwise limited by the
16 Articles of Incorporation, any action required or permitted to be taken, or which may be taken,
17 at any meeting of the Board of Directors may be taken without a meeting and without notice or
18 a vote if a consent in writing, setting forth the action so taken, shall be executed by all of the
19 Directors entitled to vote with respect to the subject matter thereof. The writing shall have the
20 same effect as a unanimous vote at a formal meeting of the Directors. The writing shall be filed
21 with the minutes of proceedings of the Corporation.

22 Notwithstanding anything in these Bylaws to the contrary, in addition to any other vote
23 required for approval, the following matters shall require by Board of Directors and the
24 affirmative vote of at least one eligible voting member of the Board who is a representative of
25 each category of membership and one eligible voting member of each District, present in person
26 at a meeting of the Board of Directors at which a quorum is present (a Class Vote of the Board):

- 27 (a) The hiring or termination of the Executive Director or other material change in
28 the employment or compensation of the Executive Director;
- 29 (b) The adoption or making of any material modification to the Corporation's
30 annual budget or business plan;
- 31 (c) the removal of any Member of A-OPTIC; or

1 (d) The binding of the Corporation to incur indebtedness, loans or guarantees by
2 the Corporation or releases or compromises of claims of the Corporation, if any
3 such item is not included in the approved annual budget.

4 **ARTICLE SIX**

5 **CORPORATE OFFICERS**

6 **Section A.** Officers.

7 The officers of the Corporation will include the A-OPTIC Executive Director, A-OPTIC
8 Chief Academic Officer, A-OPTIC Treasurer, and A-OPTIC District Corporate Officers, which shall
9 include:

- 10 • District Academic Officer;
- 11 • District Associate Director;

12 Such other officers, including but not limited to assistant officers or agents as may be
13 deemed necessary may be appointed by the Chairman of the Board of Directors. Any two or
14 more offices may be held by the same person. The officers need not be residents of the
15 Commonwealth of Kentucky nor be members of the Corporation.

16 **Section B.** Removal and Resignation.

17 Corporate Officers may be removed by the Board, with or without cause. The
18 appointment of an officer shall not, in and of itself, create contract rights. Any officer of the
19 Corporation may resign at any time by giving thirty (30) days written notice to the Corporation,
20 and unless otherwise specified therein, the acceptance of such resignation shall not be
21 necessary to make it effective.

22 **Section C.** Vacancies.

23 A vacancy in any office because of death, resignation, removal, disqualification or
24 otherwise may be filled by appointment by the Chairman of the Board of Directors for the
25 unexpired portion of the term.

26 **Section D.** Executive Director of A-OPTIC.

27 The Executive Director of A-OPTIC shall be appointed by the Board of Directors and
28 serve as the chief executive officer of the Corporation. The Executive Director shall direct and
29 manage the day to day operations of the Corporation, and, in concert with the Chief Academic
30 Officer and District Corporate Officers, carry out the policies and directives adopted or approved
31 by the Board. The Executive Director may sign contracts or other instruments which the Board

1 of Directors has authorized to be executed, except in cases where the signing and execution
2 thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other
3 officer or agent of the Corporation, or shall be required by law to be otherwise signed or
4 executed. The Executive Director shall, in general, perform all duties incident to the office of
5 Executive Director and such other duties as may be prescribed by the Board of Directors from
6 time to time. Unless otherwise ordered by the Board of Directors, the Executive Director shall
7 have full power and authority on behalf of the Corporation to attend, act during and vote at any
8 meetings of members of any corporation in which the Corporation may hold stock, and at such
9 meeting shall hold and may exercise all rights incident to membership which the Corporation, as
10 holder, would have had and exercised if present. The Board of Directors may confer like powers
11 on any other person or persons. The Executive Director shall act as the secretary of the
12 Corporation and Board of Directors. The Executive Director will (a) keep the minutes of the
13 Board of Directors' meetings; (b) duly prepare and deliver all notices of meetings and any other
14 notices required herein, to the members and/or directors, in accordance with the provisions of
15 these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal, if
16 any, of the Corporation; (d) keep a register of the mailing address of each member. The
17 Executive Director is responsible for the continued accreditation of A-OPTIC.

18 **Section E.** Treasurer.

19 The Treasurer shall be the Chief Financial Officer of KYCOM. The Treasurer shall (a) have
20 charge and custody of and be responsible for all funds and securities of the Corporation; (b)
21 receive and give receipts for monies due and payable to the Corporation from any source
22 whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust
23 companies and other depositories as shall be selected in accordance with the provisions of
24 these Articles; and, (c) in general, perform all the duties incident to the office of the Treasurer
25 and such other duties as from time to time may be assigned to the Treasurer by the Chairperson
26 of the Board. If required by the Board of Directors, the Treasurer shall provide a bond for the
27 faithful discharge of his/ her duties in such sum and with such surety or sureties as the Board of
28 Directors shall determine. An external audit shall be performed regularly to assure standard
29 compliance with all tax codes and with the fiscal agent and the Board of Directors. The audit
30 shall be reported directly to the Board of Directors.

31 **Section F.** Assistant Treasurers and Assistant Secretaries.

- 1 • The Assistant Treasurer, if that office is created and filled, shall, if required by
2 the Board of Directors, give bond for the faithful discharge of his or her duty in
3 such sum and with such surety as the Board of Directors shall determine.
- 4 • The Assistant Secretary, if that office is created and filled, and if authorized by
5 the Board of Directors, may sign, with the Executive Director, certificates for
6 membership of the Corporation.
- 7 • The Assistant Treasurers and Assistant Secretaries, in general, shall perform
8 such additional duties as shall be assigned to them by the Treasurer or the
9 Secretary, respectively, or by the Chairperson of the Board.

10 **Section G. Chief Academic Officer.**

11 The Chief Academic Officer, in general, shall serve as the academic consultant to the
12 Executive Director of A- OPTIC and the Membership in all matters related to research, trainees,
13 curriculum, program evaluation, and faculty development. He/she will serve as Chair of the A-
14 OPTIC Osteopathic Graduate Medical Education Committee. The Chief Academic Officer is
15 responsible for the continued accreditation of A-OPTIC.

16 **Section H. A-OPTIC District Corporate Officers**

17 An academic member shall employ each of the following District Corporate Officers at
18 no expense to A-OPTIC: District Academic Officer and District Associate Director. These
19 individuals shall have appointment letters from A-OPTIC as corporate officers, reporting directly
20 to A-OPTIC in all matters concerning osteopathic postgraduate medical education. A-OPTIC will
21 submit a copy of this letter of appointment to the AOA. All correspondence from the District
22 Corporate Officers to the AOA must be passed through the A-OPTIC office for endorsement by
23 the Executive Director or Chief Academic Officer as appropriate prior to being submitted. His or
24 her duties would be:

- 25 • District Academic Officer:
 - 26 ○ Shall be a physician who oversees the clinical aspects of the residencies
27 associated with their respective COMs as a Corporate Officer of A-OPTIC.
 - 28 ○ To take a leadership role in the recruitment and development of new OGME
29 programs within the District.
 - 30 ○ To supervise and assure the quality of all osteopathic postgraduate medical
31 education programs that the academic member is sponsoring.

- 1 ○ To represent A-OPTIC in the inspection and site visits of osteopathic
- 2 postgraduate medical education programs.
- 3 ○ Act as interim Director of Medical Education or Program director, if qualified,
- 4 when needed.
- 5 ○ Be a member of the A-OPTIC OGME Committee.
- 6 • District Associate Director
- 7 ○ Act as the primary communication liaison between the Academic Member and
- 8 A-OPTIC.
- 9 ○ Facilitate OPTI events and requests for OPTI assistance.

ARTICLE SEVEN

COMMITTEES

The A-OPTIC Board of Directors shall form the following standing Committees.

Section A. The Executive Committee shall consist of the following members:

- 14 • The Chairperson of the Board of Directors;
- 15 • The Vice-Chairperson of the Board of Directors;
- 16 • The Treasurer of the Board of Directors;
- 17 • The Executive Director who will be secretary of the BOD;
- 18 • The Dean or Designee of each academic member;
- 19 • Specialty College member(s), the President or designee; and
- 20 • At large member(s) elected by the Board.

The Executive Committee shall meet at least bi-annually to conduct the affairs of the Board, and will report any action taken to the full Board of Directors at the next scheduled meeting. The Executive Committee shall have the authority to exercise all of the powers and authority of the Board, excepting those matters reserved to the full Board by applicable law, the Bylaws or resolutions from the Board.

Section B. The Budget and Finance Committee shall consist of the following members:

- 28 • The Treasurer of the Board of Directors, who will serve as Chair of the
- 29 Committee;
- 30 • Vice-Chairperson of the Board;

- 1 • Dean of each Academic Member or designee;
- 2 • Specialty College(s) representative;
- 3 • One (1) at large member elected by the Board: and
- 4 • The Executive Director (*non-voting*)

5 The Budget and Finance Committee shall report and make recommendations on the
6 operational and capital budgets, dues and assessments to the Board of Directors.

7 **Section C.** The Osteopathic Graduate Medical Education Committee shall consist of
8 the following members:

- 9 • A-OPTIC District Academic Officer(s)
- 10 • Chief Academic Officer who will be Chairperson
- 11 • Specialty College(s) representative;
- 12 • Chair of Curriculum Sub-Committee;
- 13 • Chair of Faculty Development Sub-Committee;
- 14 • Chair of Research Sub-Committee;
- 15 • Chair of Resident and Intern Sub-Committee
- 16 • Intern(s) at an A-OPTIC facility;
- 17 • Resident(s) at an A-OPTIC facility; and
- 18 • Director of Medical Education or representative from each active training
19 site.

20 This committee shall meet at least four (4) times annually and shall review the
21 recommendations to the Board on necessary curricular, faculty development, research and
22 trainee issues. Meetings of the OGME Committee and Sub-Committees may be conducted by
23 in-person, video/tele- conference, and with web-based asynchronous technologies.

24 **Section D.** Other special committees may be appointed as necessary. Persons
25 other than Board members may be invited to serve on any committee, other than the executive
26 committee, without vote.

27 **ARTICLE EIGHT**

28 **CONTRACTS, CHECKS, DEPOSITS AND LOANS**

29 **Section A.** Contracts.

30 The Board of Directors, by resolution, may authorize any officer or officers, agent or

1 agents, to enter into any contract and execute and deliver any documents or instruments in the
2 name of, and on behalf of, the Corporation. The authority may be general or restricted to
3 specific instances.

4 **Section B.** Checks, Drafts, Etc.

5 All checks, drafts or other orders for the payment of money, notes or other evidences of
6 indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or
7 agent or agents, of the Corporation and in such manner as shall be determined by resolution of
8 the Board of Directors.

9 **Section C.** Deposits.

10 All funds of the Corporation not otherwise in use shall be deposited in the account of
11 the Corporation in such banks, trust companies and other depositories as the Board of Directors
12 may elect.

13 **Section D.** Loans.

14 The Corporation may contract to borrow funds, however, no evidence of indebtedness
15 shall be issued in its name unless authorized by resolution of the Board of Directors.

16 **Section E.** Any monies above expenses shall be returned to the general fund of A-
17 OPTIC to be distributed or utilized at the discretion of the Board of Directors.

18
19 **ARTICLE NINE**

20 **CERTIFICATES FOR MEMBERSHIP**

21 **Section A.** Certificates for Members.

22 Certificates representing membership of the Corporation shall be in such form as
23 determined by the Board of Directors and by the laws of the Commonwealth of Kentucky. The
24 certificates shall be signed by the Executive Director and by the Secretary, and if a seal has been
25 adopted, shall be sealed with such seal or a facsimile thereof. The signature of the officers upon
26 the certificates may be facsimiles if the certificate is manually signed on behalf of a transfer
27 agent or registrar for the Corporation. The name of the entity owning the certificate
28 represented thereby and date of issue shall be entered on the books of the Corporation.

29
30 **ARTICLE TEN**

31 **INDEMNIFICATION OF DIRECTORS AND OFFICERS**

1 **Section A.** Authority to Indemnify.

2 The Corporation will indemnify and hold harmless to the fullest extent of the law each
3 of its directors and officers who is or was a party or is made or is threatened to be made a party
4 to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal,
5 administrative or investigative (other than an action by or in the right of the Corporation) by
6 reason of the fact that he is or was a director or officer of the Corporation, or is or was serving
7 at the request of the Corporation as a director, officer, partner, trustee, employee or agent of
8 another corporation, partnership, joint venture, trust, other enterprise or employee benefit
9 plan, against judgments, penalties, fines, settlements and reasonable expenses actually incurred
10 by the person in connection with such action, suit or proceeding if (a) he conducted himself in
11 good faith, (b) he reasonably believed that, with regard to conduct in his official capacity with
12 the Corporation, his conduct was in the Corporation's best interests, (c) in all other cases, that
13 his conduct was at least not opposed to the Corporation's best interests, and (d) with respect to
14 any criminal action or proceeding, that he had no reasonable cause to believe his conduct was
15 unlawful. The termination of any proceeding by judgment, order, settlement or conviction will
16 not, in and of itself, be determinative that the individual failed to meet the requisite standard
17 set forth in this section.

18 **Section B.** Limitation on Indemnification.

19 Notwithstanding Section A., indemnification shall not be provided with respect to any
20 proceeding, whether or not involving action in his official capacity, in which such director or
21 officer shall have been adjudged to be liable to the Corporation, or to be liable to any party on
22 the basis that personal benefit was improperly received by such officer or director.

23 **Section C.** Determination and Authorization of Indemnification.

24 Indemnification shall not be provided by the Corporation unless authorized in the
25 specific case upon determination that indemnification of the director or officer is permissible
26 under the circumstances because he or she has met the applicable standard of conduct set forth
27 in Section A. Such determination shall be made: (a) by the Board of Directors by a majority vote
28 of a quorum consisting of directors not at the time parties to such action, suit or proceeding or
29 (b) by the majority vote of the Board of Directors.

30 **Section D.** Expenses.

31 Expenses (including attorney's fees) incurred in defending a civil or criminal action, suit,

1 or proceeding may be paid by the Corporation in advance of the final disposition of such action,
2 suit or proceeding if (a) authorized by resolution by the Board of Directors and (b) upon receipt
3 by the Corporation of (i) a written affirmation by the director or officer of his good faith belief
4 that he or she has met the standard of conduct necessary for indemnification by the
5 Corporation and (ii) a written undertaking by or on behalf of the director or officer to repay such
6 amount if it shall ultimately be determined that he or she has not met such standard of conduct
7 and (c) after a determination that the facts then known to those making the determination
8 would not preclude indemnification. To the extent that a director or officer has been wholly
9 successful on the merits or otherwise in defense of any action, suit or proceeding referred to
10 above, he or she shall be indemnified by the Corporation against reasonable expenses (including
11 attorney's fees) actually incurred by him or her in connection therewith.

12 13 **ARTICLE ELEVEN**

14 **AMENDMENTS OR ALTERATIONS, AND MISCELLANEOUS**

15 **Section A.** Amendments.

16 The Board of Directors shall have the power and authority to alter, amend or rescind the
17 Bylaws of the Corporation at any regular or special meeting at which a quorum is present. A
18 vote of a majority of the Board of Directors present is required, at any regular or special meeting
19 of the Board by a two-thirds vote of the members present; provided, notice of the proposed
20 change has been given to each member of the Board in the call for the meeting at which the
21 action is to be taken.

22 **Section B.** Fiscal Year.

23 The Board of Directors shall have the power to fix and change the fiscal year of the
24 Corporation. As of the date of these Bylaws, the fiscal year begins on the first day of July of each
25 year and ends on the following June 30.

26 **Section C.** Seal.

27 The Board of Directors may adopt a corporate seal, which shall be circular in form and
28 shall have inscribed thereon the name of the Corporation, the state of incorporation, and the
29 word "SEAL".

30 **Section D.** Waiver of Notice.

31 Whenever any notice is required to be given under the provisions of these Bylaws, the

1 Articles of Incorporation or the Kentucky Non-Profit Corporation Act, a waiver thereof in writing,
2 signed by the person or persons entitled to such notice, whether before or after the time stated
3 therein, shall be equivalent to the giving of such notice.

4 **Section E. Construction.**

5 Unless the context specifically requires otherwise, any reference in these Bylaws to any
6 gender shall include all other genders; any reference to the singular shall include the plural; and
7 any reference to the plural shall include the singular.

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9 **ARTICLE TWELVE**
10 **GRANTS AND AWARDS**

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12 A-OPTIC may from time to time apply for grants and awards with the following
13 understandings:

- 14 • A-OPTIC may apply for grants and awards on behalf of its collective Members. Such
15 grants and awards shall be managed as A-OPTIC- directed projects.
- 16 • Nothing shall prohibit Members from independently pursuing grants and awards;
17 provided, however, that individual Members are encouraged to include A-OPTIC and
18 its Members when applying for grants and awards and to share direct and indirect
19 costs and funding; and, further provided that individual Members applying
20 independently for grants and awards relation to A-OPTIC for OPTI compliance shall
21 be obligated to report such application to the Executive Director.
- 22 • Any publication of results of shared activity of A-OPTIC and its Members shall
23 include mention of the Corporation.
- 24 • Any intellectual property that generates awards, royalties and/or fees and that is a
25 result of activities of A-OPTIC shall accrue to it, based on the percentage of the
26 contribution of A-OPTIC to the creation of the property as determined by the direct
27 cost and expenses.
- 28 • A-OPTIC shall establish a means by which net revenues resulting from grant and
29 award activity may be accumulated within a Grant Account for supporting A-OPTIC
30 initiatives.

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ARTICLE THIRTEEN

A-OPTIC shall comply with all requirements of the Program to Accredit Osteopathic Postdoctoral Training Institutions of the American Osteopathic Association.

ARTICLE FOURTEEN

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

The above Bylaws of this Corporation were amended by the Board of Directors on the 9th day of September, 2014.



John E. Rehmyer
Secretary