

AMENDED AND RESTATED BYLAWS

OF

ADVOCATES FOR THE PENNSYLVANIA OSTEOPATHIC MEDICAL ASSOCIATION

ARTICLE I

NAME, MISSION, OBJECTIVES, HEADQUARTERS, AND FISCAL YEAR

1.1 Name. The name of this organization shall be the ADVOCATES FOR THE PENNSYLVANIA OSTEOPATHIC MEDICAL ASSOCIATION ("APOMA").

1.2 Mission. APOMA shall promote and support the Osteopathic Profession and the Pennsylvania Osteopathic Medical Association, through education, advocacy and collaboration.

1.3 Objective. In furtherance of its mission, APOMA shall accomplish the mission by: (i) render service in national, state and community health endeavors; (ii) function as an affiliate of the Advocates for the American Osteopathic Association ("AAOA") and (iii) assist and work with POMA in achieving their charitable objectives. APOMA is organized and shall be operated exclusively for charitable, scientific and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The assets of APOMA are to be used for the attainment of its purposes as set forth in this Section 1.2 and shall not inure to the benefit of any person or organization.

1.4 Headquarters. APOMA shall be headquartered at POMA, 1330 Eisenhower Boulevard Harrisburg, PA 17111-2395, or any other location determined by the Board of Directors.

1.5 Fiscal Year. APOMA shall have a fiscal year ending June 30.

ARTICLE II

MEMBERSHIP & DUES

2.1 Membership. There shall be four classes of members (i) Regular Members; (ii) Student Associate Members; (iii) Honorary Members; and (iv) Life Members (collectively, the "Members"), each with rights and obligations as described as follows.

2.1.1 Regular Members. A regular member ("Regular Member") shall be any person willing to serve and promote the osteopathic association. Regular Members, whose current dues have been paid, are eligible to vote, hold office, serve on

committees, be an elected delegate or alternate to the AAOA House of Delegates, and participate in all APOMA activities.

2.1.2 Student Associate Members. A student associate member ("Student Associate Member") shall be an individual who is the spouse, significant other, or friend of an osteopathic student attending either the Philadelphia College of Osteopathic Medicine ("PCOM") or the Lake Erie College of Osteopathic Medicine ("LECOM"). Student Associate Members shall be eligible to serve on committees and attend the Annual Convention. Student Associate Members shall not be eligible to hold office or vote. Membership as a Student Associate Member shall terminate when the osteopathic student that is the spouse, significant other or friend of the Student Associate Member is no longer enrolled at PCOM or LECOM.

2.1.3 Honorary Members. An honorary member ("Honorary Member") shall be an individual who has given extraordinary service to APOMA, as determined by a majority vote of the Board of Directors of APOMA. Membership as an Honorary Member may not be terminated. Honorary Members shall not be eligible to hold office or vote unless they are also classified as Regular or Life Members.

2.1.4 Life Members. A Regular Member in good standing for at least 15 years or who have served as the APOMA President shall become an "Honorary Life Member." Life Members shall be eligible to vote, hold office, serve on committees, be an elected delegate or alternate to the AAOA House of Delegates, and participate in all APOMA activities. Membership as an Life Member may not be terminated.

2.2 Dues.

2.2.1 Dues shall be established by the Board of Directors from time to time, provided that Honorary Members, Life Members and Student Associate Members shall be exempt from the payment of any dues.

2.2.2 Dues shall be due and payable on July 1 each year. Any dues not paid by the following January 1 shall be considered delinquent. Regular Members who have not paid their dues by January 1 of the next year shall have their membership terminated.

2.2.3 Regular Members whose membership has been terminated for the non-payment of dues may be reinstated upon payment of dues for the current year.

2.3 Rights and Responsibilities.

2.3.1 Members are bound by the Bylaws of APOMA and policies adopted by the Board of Directors, as they may be amended from time to time.

2.3.2 Members in good standing are entitled to have access to the following information at APOMA's registered office:

2.3.2.1 Audited financial statements of APOMA;

2.3.2.2 Board of Directors meeting agendas and committee reports, which shall be made available to the Members prior to Board meetings;

2.3.2.3 Minutes of Board of Directors meetings, once approved by the Board will also be available on the APOMA website;

2.3.2.4 Organizational chart of APOMA;

2.3.2.5 Board of Directors, ad-hoc and special committee, task force and advisory board names, purposes and charter, if any;

2.3.2.6 Policies adopted by the Board of Directors;

2.3.2.7 Other information as the Board of Directors may deem appropriate to keep members informed as to the activities of APOMA.

2.4 Annual Convention.

2.4.1 APOMA shall hold an annual convention (the “Annual Convention”), of the Members to

2.4.1.1 Conduct the business of APOMA;

2.4.1.2 Develop policies and programs to promote and strengthen the objectives of APOMA;

2.4.1.3 Elect the Elected Officers, four Directors, the Nominating Committee, and the delegates and alternates to the AAOA House of delegates; and

2.4.1.4 Make recommendations and receive reports.

2.4.2 The Annual Convention shall include meetings and an APOMA program.

2.4.3 The Annual Convention shall be held at the same time and place as the Annual Clinical Assembly of the Pennsylvania Osteopathic Medical Association (“POMA”).

2.4.4 Five Members present at the Annual Convention shall constitute a quorum.

2.4.5 Unless otherwise provided in these Bylaws or any special or standing rules the Members may adopt, the current edition of Robert’s Rules of Order Newly Revised shall govern.

2.4.6 Notice of annual convention meeting shall be given 45 days prior to the convention and by the following methods: POMA Newsletter published every three weeks, APOMA Website and through available social media.

2.5 Special Meetings. A special meeting of the Members may be called by the President or on petition of any five Members in good standing. Notice of a special meeting shall state the general nature of the business to be transacted at such meeting, and only the business identified in the notice of the special meeting may be considered at the special meeting.

2.6 Voluntary Termination of Membership. Any Member desiring to terminate membership in APOMA shall submit written notice of such desire to the Secretary.

ARTICLE III

BOARD OF DIRECTORS

3.1 Eligibility. Any Regular or Life Member of APOMA is eligible to serve on the Board of Directors.

3.2 Duties and Responsibilities.

3.2.1 The Board of Directors shall have full power to conduct, manage and direct the business and affairs of APOMA.

3.2.2 Without in any way limiting the authority of the Board of Directors to exercise all of the powers granted to it in Section 3.2.1, the Board of Directors shall have the following powers and duties:

3.2.2.1 Administer the affairs of APOMA and carry out its policies and programs;

3.2.2.2 Approve the annual budget to be presented at the Annual Convention;

3.2.2.3 Provide an annual written report to the Members at the Annual Convention regarding business transacted and recommendations for approval by the Members;

3.2.2.4 Ratify actions taken by the Executive Committee;

3.2.2.5 Establish Member dues;

3.2.2.6 Resolve all questions with respect to membership;

3.2.2.7 Oversee the financial affairs of APOMA;

3.2.2.8 Fill vacancies in the Board of Directors;

3.2.2.9 Approve any joint ventures, mergers or other transactions with any other organization;

3.3 Number. The Board of Directors shall consist of:

3.3.1 Four elected Officers and up to five Directors, nominated and elected pursuant to Article V (the “Elected Directors”);

3.3.1.1 The President;

3.3.1.2 The President-Elect/Vice President;

3.3.1.3 The Secretary;

3.3.1.4 The Treasurer;

3.3.1.5 Up to five elected Directors shall be from the members at large.

3.3.2 Appointed Officers, pursuant to Article IV (the “Appointed Officers”)

3.3.2.1 The Parliamentary Advisor;

3.3.2.2 The Historian;

3.3.2.3 The Student Advocate Advisor;

3.3.3 The immediate past President; and

3.3.4 The chairs of the Standing Committees who are not otherwise designated as a member of the Board.

3.4 Quorum. Half of the Board of Directors plus 1 of the Board of Directors members shall constitute a quorum.

3.5 Term. Each Elected Officer and elected Director shall serve a two year term. Each Elected Officer set forth in Section 4.1.1 shall serve or until the Director’s death, resignation or removal. The President may only serve one two year term. Each Officer in a given position may serve no more than two consecutive terms in that position. Any elected officers and elected board director can serve up to a maximum of 10 years, unless waived by the Board.

3.6 Vacancies. Vacancies occurring on the Board of Directors shall be filled by majority vote of the remaining Directors, except in the office of President-Elect/Vice President, which shall remain vacant until it can be filled at the Annual Convention of the Members. An individual appointed to fill a vacancy on the Board shall take office immediately upon appointment by the Board and shall hold office for the unexpired term of his or her predecessor.

3.7 Resignations. A member of the Board of Directors may resign at any time by giving notice thereof in writing to the Secretary. Any such resignation shall take effect

at the time specified therein or, if the time is not specified therein, upon receipt of the notice.

3.8 Removal. A member of the Board of Directors may be removed from office at any time upon a two-thirds vote of the Board of Directors present at a meeting called for that purpose at which a quorum is present. Removal of office can be done as a result of noncompliance of bylaws and or not adhering to job description. Upon removal from office, all rights of the position and membership are also terminated.

3.9 Compensation. A member of the Board of Directors shall serve without compensation, except that they shall be allowed reasonable reimbursement of expenses incurred in the performance of their regular duties.

3.10 Meetings.

3.10.1 Chair. The President shall preside at meetings of the Board of Directors at which he or she is present. If he or she is not present, the President-Elect/Vice President shall preside.

3.10.2 Regular Board Meetings. Regular meetings of the Board of Directors shall be held at least four times per year, as called in the manner, at the time and in a place as the Board shall designate. The Annual Convention and the Hershey Meeting (POFPS) shall be in person and the other 2 meetings (February and November) may be virtual. Expenses to be reimbursed as allowed by the budget.

3.10.3 . Special Meetings. A special meeting of the Board of Directors may be called by the President or by any two (2) Directors. Notice of a special meeting shall state the general nature of the business to be transacted at such meeting.

3.10.4. Retreat. Once every term, the Board of Directors of APOMA may have a retreat to set forth goals and objectives for that term. This retreat shall be paid for by APOMA, if budget allows.

3.10.5. Notice.

3.10.5.1 Not less than 45 days prior to each regular meeting, the Secretary shall send notice in writing of the time and place of the regular or special meeting.

3.10.5.2 Not less than 5 or more than 60 days prior to a special meeting described in Section 3.10.3, the Secretary and or a member of the Board shall send notice of the general purpose, time and place of the special meeting.

3.10.6. Executive Sessions of the Board. The Board of Directors may hold an executive session, without the presence of Members other than those who serve on the Board, upon the request of the President or by a majority vote of the Directors attending a meeting at which a quorum is present.

3.10.7. Action by Unanimous Consent. Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting, if a consent or consents in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote.

3.10.8. Minutes and Procedural Rules. Minutes of each meeting of the Board of Directors shall be filed as a permanent record of APOMA after they have been circulated to the Board and approved by the Board. Unless otherwise provided in these Bylaws or any special or standing rules the Board may adopt, the current edition of Robert's Rules of Order Newly Revised shall govern.

3.11 Quorum and Action by the Board. Half of the Board of Directors plus 1 Members of the Board of Directors, which includes up to 3 officers, entitled to vote shall constitute a quorum. Except as expressly provided in these Bylaws, the acts of a majority of Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

3.12 Teleconference/Videoconference Meetings. One or more Members of the Board of Directors may participate in a meeting of the Board of Directors or any committee thereof by means of a conference telephone or video or similar communications equipment by which all persons participating in the meeting can hear each other.

3.13 Directors The directors shall:

3.13.1 Attend the meetings of the Board of Directors

3.13.2 Chair a standing committee

3.13.3 Advise and assist the Board of the Directors

ARTICLE IV

OFFICERS

4.1 Number, Titles and Eligibility.

4.1.1 Elected Officers. The officers elected pursuant to Article V shall be a President, President-Elect/Vice President, Secretary and Treasurer (the "Elected Officers").

4.1.2 Appointed Officers. The President, with the approval of a majority of the Elected Officers, shall appoint the Parliamentary Advisor, the Historian, and the Student Advocate Advisor (collectively, the "Appointed Officers") and shall not have right to vote.

4.1.3 Eligibility. Regular Members and Life Members shall be eligible to be an Elected Officer or Appointed Officer

4.2 Term. Each elected officer shall serve a two year term with a successive term limit two terms in a given office.

4.3 Duties and Responsibilities.

4.3.1 President. The President shall:

4.3.1.1 Preside over meetings of the Members, the Board of Directors and the Executive Committee;

4.3.1.2 Appoint the chair or each standing committee;

4.3.1.3 Serve as an ex-officio member of all committees except the Nominating Committee;

4.3.1.4 Perform such other duties which are incident to or which may be assigned by the Board of Directors to the President;

4.3.1.5 Remain on the Board of Directors for one year after his or her term as President has expired, or until there is a new immediate past President; and

4.3.1.6 Perform such other duties as shall be provided in these Bylaws or as may be prescribed by the Board.

4.3.2 President-Elect/Vice President. The President-Elect/Vice President shall:

4.3.2.1 Preside in the absence of the President;

4.3.2.2 Succeed to the office of the President at the close of the Annual Convention the year after election as President-Elect/Vice President;

4.3.2.3 Succeed to the office of the President for the unexpired term in the event of a vacancy in that office and also as President for the term elected;

4.3.2.4 Serve as Chair of the Membership Committee;

4.3.2.5 Serve as Chair of the annual convention; and

4.3.2.6 Serve as Chair of the Bylaws Committee

4.3.2.7 Perform such other duties as shall be provided in these Bylaws, or as may be prescribed by the Board of Directors.

4.3.3 Secretary. The Secretary shall:

4.3.3.1 Keep the minutes of all proceedings at meetings of the Members, the Board of Directors and the Executive Committee

4.3.3.2 Be custodian of the permanent records of the organization, except those assigned to other officers or committee chairs;

4.3.3.3 File a bond for the Treasurer in the amount determined by the Board of Directors;

4.3.3.4 Attend to the general correspondence of APOMA at the direction of the President;

4.3.3.5 Send notices as required by these Bylaws; and

4.3.3.6 Have such other duties and powers as shall be designated by the Board.

4.3.3.7 Serve as Historian of APOMA.

4.3.4 Treasurer. The Treasurer shall:

4.3.4.1 Receive and record all monies or other assets of APOMA and all amounts paid or incurred by APOMA;

4.3.4.2 Disburse funds only upon approval signed by the President or as stipulated in the budget;

4.3.4.3 Serve as Chair of the Finance Committee;

4.3.4.4 Oversee the audit of the books at the end of the fiscal year by a certified public accountant approved by the Board of Directors, filing such reports or forms as may be required by governmental agencies, and present a report of such audit at the Annual Convention;

4.3.4.5 Pay for non-budgeted items in excess of \$25.00, provided that approval of the Board of Directors is obtained within thirty (30) days.

4.3.5 Parliamentary Advisor. The Parliamentary Advisor shall:

4.3.5.1 Attend the meetings of the Board of Directors;

4.3.5.2 Advise and assist on points of parliamentary procedure, as requested; and

4.3.6 Historian. The Historian shall compile a history of the activities of APOMA for the year and maintain a scrapbook or photo book of the activities of APOMA.

4.3.7 Student Associate Advisor. The Student Associate Advisor shall advise and counsel the Student Advocate Associations described in Article VIII and serve as the Chairperson of the Student Advocate Association.

4.3.8 Immediate Past President. The Immediate Past President shall:

4.3.8.1 Provide the history of APOMA and any guidance needed to the President and or APOMA.

4.3.8.2. Serve as the Chair of the Nominating Committee.

4.3.8.3. Perform such other duties as shall be provided in these Bylaws, or as may be prescribed by the Board of Directors.

ARTICLE V

ELECTIONS

5.1 Nominations.

5.1.1 The Nominating Committee shall

5.1.1.1 Study and consider the requirements of each elected position open for election and the qualifications of Members recommended for each position;

5.1.1.2 Obtain the consent of all nominees in writing; and

5.1.1.3 Present at least one name for election to each elected position.

5.1.2 Nominations from the Floor. Immediately following the presentation of nominations by the Nominating Committee at the Annual Convention, Members may present nominations from the floor, provided that written consent of each nominated person has been obtained prior to the making of the nomination. If requested, a list of the qualifications of the nominated person shall be given by the person making the nomination.

5.2 Elections

5.2.1 All Regular Members in good standing and Honorary Members shall be eligible each year at the Annual Convention to vote for Elected Officers, Elected Directors, the Nominating Committee, and delegates and alternates to the AAOA House of Delegates.

5.2.2 Elections shall be held at the Annual Convention by ballot unless there is only one nominee, in which case the Secretary may be directed to cast the ballot.

5.2.3 The Elected Officers, Elected Directors, the Nominating Committee, and the delegates and alternates to the AAOA House of Delegates shall be elected by a majority vote. The number of delegates will be determined by AAOA based on

membership and the budget set forth by APOMA for this purpose. APOMA may pay for 2 Board Members (President and VP/PE unless either of them can not attend or is on the AAOA Board of Directors) to attend the AAOA House of Delegates for 2 nights plus airfare, as provisioned in the budget.

5.2.4 Elected Officers and Directors shall assume their duties immediately following their installation at the Annual Convention

ARTICLE VI

COMMITTEES

6.1 Executive Committee. The Executive Committee shall be composed of the President, the President-Elect/Vice President, the Secretary, the Treasurer, and the Immediate Past President. The Parliamentary Advisor may assist on matters of parliamentary procedure.

6.1.1 Responsibilities. The Executive Committee shall: transact business for the Board of Directors in the interim between meetings of the Board; report all business transacted to the Board; and obtain Board approval for all interim actions.

6.1.2 Quorum. Three members of the Executive Committee shall constitute a quorum.

6.1 Nominating Committee.

6.1.1 Number. The Nominating Committee shall consist of 2 Members elected at the Annual Convention pursuant to Section 5.2 and the Immediate Past President, who shall serve as Chair of the Nominating Committee.

6.1.2 Duties and Responsibilities. The Nominations Committee shall have the duties and responsibilities set forth in Section 5.1 of these Bylaws.

6.2 Standing Committees. APOMA shall have the following standing committees: Bylaws, Finance, Membership, Legislative, Public Relations and Publicity, Convention, Scholarship, Student Advocate Association and National Osteopathic Medicine Week. All committee chairs shall provide an annual written report for the Annual Convention. The President may determine a need for a special committee with a majority vote of the Board of Directors. Each member of the committee shall be appointed by the president and approved by the board.

6.2.1 Bylaws Committee. The Bylaws Committee shall include two members of the Board of Directors. The Bylaws Committee shall: study the APOMA Bylaws and propose to the Members any amendments it deems advisable; and maintain an administrative guide.

6.2.2 Finance Committee. The Finance Committee shall consist of the Treasurer, who shall serve as chair of the committee, plus two other Members

(President and 1 other member). The Finance Committee shall: prepare an annual budget to be presented at the Annual Convention; audit the Treasurer's reports annually; and serve in an advisory capacity on financial matters to the Board of Directors.

6.2.3 Membership Committee. The Membership Committee shall: stimulate and work to increase membership through affiliated associations and individual members. The membership committee shall include the President, President-elect and the treasurer.

6.2.4 Public Relations and Publicity Committee. The Public Relations and Publicity Committee shall: work to create good public relations for the osteopathic profession. This committee shall consist of all members of the Board of Directors.

6.2.5 Scholarship Committee. The Scholarship shall: review the application and processes utilized by APOMA with PCOM and LECOM for distribution of scholarships to students; make recommendations for special scholarship dedications; review types of scholarships and qualifications for each; and coordinate efforts with PCOM and LECOM. The committee shall consist of all members of the Board of Directors. Each year, APOMA, could give 2 scholarships, 1 to each school, upon approval of the Board of Directors. The amount of the scholarship shall be determined by the budget.

ARTICLE VII

STUDENT ADVOCATES ASSOCIATIONS

7.1 Student Advocate Associations shall be affiliated with partner osteopathic medical institutions, specifically, Philadelphia College of Osteopathic Medicine ("PCOM") and Lake Erie College of Osteopathic Medicine ("LECOM").

7.2 Student Advocates Associations at PCOM and LECOM shall:

7.2.1 Function in conjunction with the recognized AAOA guidelines;

7.2.2 File an annual report with APOMA

7.2.3 Have Regular Members as advisors; and

7.2.4 Have members that are all themselves members of the AOAA.

ARTICLE VIII

PERSONAL LIABILITY OF DIRECTORS AND INDEMNIFICATION OF DIRECTORS, OFFICERS, AND OTHER PERSONS EMPLOYEES; INSURANCE

8.1 Personal Liability of Directors.

8.1.1 A Director of APOMA shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

8.1.1.1 the Director has breached or failed to perform the duties of his or her office under 15 Pa.C.S. § 5712 (which, as amended from time to time, is hereafter called Section 5712); and

8.1.1.2 the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

8.1.2 This Section 8.1 shall not limit a Director's liability for monetary damages to the extent prohibited by the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

8.2 Mandatory Indemnification of Directors and Officers. APOMA shall, to the fullest extent permitted by applicable law, indemnify any present or former Director or officer who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding, issue or matter, whether civil, criminal, legislative, administrative, or investigative (whether or not such action, suit or proceeding arises or arose by or in the right of APOMA or other entity) by reason of the fact that such Director or officer is or was a Director or officer of APOMA or is or was serving at the request of APOMA as a director, officer, employee, partner, trustee, agent or fiduciary of another corporation, partnership, limited liability company, joint venture, trust or other enterprise (including service with respect to employee benefit plans), against expenses (including, but not limited to, attorneys' fees and costs), judgments, fines (including excise taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement actually and reasonably incurred by such Director or officer in connection with such action, suit, proceeding, issue or matter, except as otherwise provided in Section 8.4 hereof. A Director or officer of APOMA entitled to indemnification under this Section 8.2 is hereafter called a "person covered by Section 8.2 hereof."

8.3 Advance of Expenses. Expenses (including attorneys fees and costs) incurred by a person covered by Section 8.2 hereof in defending a threatened, pending or completed civil or criminal action, suit, proceeding, issue or matter shall be paid by APOMA in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by APOMA, except as otherwise provided in Section 8.4. The Director's or officer's right to advancement of expenses shall not be subject to any condition other than submission of

such an undertaking. The undertaking need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

8.4 Exceptions. No indemnification under Section 8.2 or advancement or reimbursement of expenses under Section 8.3 shall be provided to a person covered by Section 8.2 hereof (a) if a final unappealable judgment or award establishes that such Director or officer engaged in self-dealing, willful misconduct or recklessness; (b) for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, and amounts paid in settlement) which have been paid directly to such person by an insurance carrier under a policy of officers' and Directors' liability insurance maintained by APOMA or other enterprise; or (c) for amounts paid in settlement of any threatened, pending or completed action, suit, proceeding, issue or matter without the written consent of APOMA, which written consent shall not be unreasonably withheld. The Board of Directors is hereby authorized, at any time by resolution, to add to the above list of exceptions from the right of indemnification under Section 8.2 or advancement or reimbursement of expenses under Section 8.3, but any such additional exception shall not apply with respect to any event, act or omission which has occurred prior to the date that the Board of Directors in fact adopts such resolution. Any such additional exception may, at any time after its adoption, be amended, supplemented, waived or terminated by further resolution of the Board of Directors.

8.5 Continuation of Rights. The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article V shall continue as to a person who has ceased to be a Director or officer of APOMA, and shall inure to the benefit of the heirs, executors and administrators of such person.

8.6 Notice of Commencement of Action. As a condition of any right to indemnification hereunder, the Director or officer shall give APOMA written notice of the commencement of a claim, action, suit, proceeding, issue or matter against him or her as soon as practicable, but in any event, no later than sixty (60) days from when he or she becomes aware of such claim, action, suit, proceeding, issue or matter. Where a Director or officer fails to give such notice and that failure causes APOMA material prejudice, APOMA may, in its discretion, choose not to indemnify such Director or officer for any expenses incurred by him or her with respect to such claim, action, suit, proceeding, issue or matter. APOMA shall have the right, at its election and expense, to assume or participate in the defense of any such civil action, suit or proceeding, if to do so will not subject it to a conflict of interest and is not unreasonable under the circumstances. If APOMA assumes the defense, the Director or officer may participate in the defense at his or her own expense. APOMA shall only be obligated to pay a settlement of a civil action, suit, proceeding, issue or matter to which it consents in writing, its consent not to be unreasonably withheld. If APOMA is obligated to indemnify or advance expenses to a Director or officer as to a proceeding relating to his or her service at APOMA's request as a director, officer, employee, partner, trustee, agent or fiduciary of another corporation, partnership, limited liability company, joint venture, trust or other enterprise (including service with respect to employee benefit plans), APOMA's obligation shall be secondary to and in excess of any indemnification and advancement obligation owed by such other corporation, partnership, limited liability company, joint

venture, trust or enterprise, or its insurer, and APOMA shall be subrogated to the Director's or officer's rights to such obligation of indemnification, advancement or insurance, if not duly paid.

8.7 General Provisions.

8.7.1 The term "to the fullest extent permitted by applicable law," as used in this Article VII, shall mean the maximum extent permitted by public policy, common law or statute. Any person covered by Section 8.2 hereof may, to the fullest extent permitted by applicable law, elect to have the right to indemnification or to advancement or reimbursement of expenses, interpreted, at such person's option (i) on the basis of the applicable law on the date this Article V was adopted, or (ii) on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action, suit or proceeding, or (iii) on the basis of the applicable law in effect at the time indemnification is sought.

8.7.2 The right of a person covered by Section 8.2 hereof to be indemnified or to receive an advancement or reimbursement of expenses pursuant to Section 8.3 (i) may also be enforced as a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between APOMA and such person; and (ii) shall continue to exist after the rescission or restrictive modification (as determined by such person) of this Article VII with respect to events, acts or omissions occurring before such rescission or restrictive modification is adopted.

8.7.3 If a request for indemnification or for the advancement or reimbursement of expenses pursuant hereto is not paid in full by APOMA within thirty (30) days after a written claim has been received by APOMA together with all supporting information reasonably requested by APOMA, the claimant may at any time thereafter bring suit against APOMA to recover the unpaid amount of the claim (plus interest at the prime rate announced from time to time by APOMA's primary banker) and, if successful in whole or in part, the claimant shall be entitled also to be paid the expenses (including, but not limited to, attorney's fees and costs) of prosecuting such claim. Neither the failure of APOMA (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or the advancement or reimbursement of expenses to the claimant is proper in the circumstances, nor an actual determination by APOMA (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the action or create a presumption that the claimant is not so entitled.

8.7.4 The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or reimbursement of expenses may be entitled under any bylaw, agreement, vote of the Directors or otherwise, both as to action in such Director's or officer's official capacity and as to action in another capacity while holding that office.

8.7.5 Nothing contained in this Article VIII shall be construed to limit the rights and powers APOMA possesses under Subchapter C of the Pennsylvania Nonprofit Corporation Law of 1988 (as amended from time to time), the Directors' Liability Act, or otherwise, including, but not limited to, the powers to purchase and maintain insurance, create funds to secure or insure its indemnification obligations, and any other rights or powers APOMA may otherwise have under applicable law.

8.7.6 The provisions of this Article VIII may, at any time (and whether before or after there is any basis for a claim for indemnification or for the advancement of reimbursement of expenses pursuant hereto), be amended, supplemented, waived, or terminated, in whole or in part, with respect to any person covered by Section 8.2 hereof by a written agreement signed by APOMA and such person.

8.8 Indemnification of Employees; Optional Indemnification. APOMA may indemnify employees on the same terms and conditions as its Directors and officers or otherwise, if the Board of Directors decides that it is in the best interests of APOMA to indemnify any such employee. APOMA may, to the fullest extent permitted by applicable law, indemnify and advance or reimburse expenses for persons in all situations other than that covered by this Article VIII.

8.9 Insurance. APOMA shall have the power to purchase liability insurance on behalf of any person who is or was serving as a Director, officer, or employee of APOMA, or is or was serving at the request of APOMA as a Director, officer, partner, trustee, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, other enterprise or employee benefit plan.

8.10 Severability of Provisions. Each provision of this Article VIII is intended to be severable, and, if any term or provision is invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of this Article.

ARTICLE IX

DISSOLUTION

9.1 Upon the dissolution of APOMA, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of APOMA, dispose of all of the assets of APOMA for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, first and foremost to be split equally between the Pennsylvania Osteopathic Medical Colleges for scholarship purposes, or shall distribute such non-financial assets to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of APOMA is then located, exclusively for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE X

AMENDMENTS

10.1 Amendments. These Bylaws may be amended by a two-thirds vote of Members present at the Annual Convention, provided notice of such amendments shall have been published at least 30 days before the convention at which they are to be voted upon.

10.2 Revisions. The Board of Directors shall order a complete revision of these bylaws whenever deemed necessary. The President shall appoint a special committee for this purpose. Prior notice of 30 days shall be given to the Members, including a copy of the proposed revisions. A two-thirds vote of Members shall be required to adopt the revisions.

10.3 Final Approval of Amendments and Revisions. Revisions of the Bylaws shall be approved by the Board of Directors and the Members of APOMA.

DATE _____

APOMA PRESIDENT

Reviewed/Revised August 2020

AMENDED AND RESTATED BYLAWS

OF

**ADVOCATES FOR THE PENNSYLVANIA
OSTEOPATHIC MEDICAL ASSOCIATION**

ARTICLE I

NAME, MISSION, OBJECTIVES, HEADQUARTERS, AND FISCAL YEAR

1.1 Name. The name of this organization shall be the ADVOCATES FOR THE PENNSYLVANIA OSTEOPATHIC MEDICAL ASSOCIATION ("APOMA").

1.2 Mission and Objectives. APOMA shall promote and support ~~the Osteopathic Profession the POMA, and the Pennsylvania Osteopathic Medical Association Association, profession~~ through education, advocacy and collaboration.

4.21.3 Objective. In furtherance of its mission, APOMA shall accomplish the mission by: ~~(i) promote and support public health and educational activities of the osteopathic profession;~~ (ii) render service in national, state and community health endeavors; (iii) function as an affiliate of the Advocates for the American Osteopathic Association ("AAOA") and ~~(iiiiv)~~ assist and work with POMA in achieving their charitable objectives. APOMA is organized and shall be operated exclusively for charitable, scientific and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The assets of APOMA are to be used for the attainment of its purposes as set forth in this Section 1.2 and shall not inure to the benefit of any person or organization.

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4.31.4 Headquarters. APOMA shall be headquartered at POMA, 1330 Eisenhower Boulevard Harrisburg, PA 17111-2395, or any other location determined by the Board of Directors.

4.41.5 Fiscal Year. APOMA shall have a fiscal year ending June 30.

ARTICLE II

MEMBERSHIP & DUES

2.1 Membership. There shall be four classes of members (i) Regular Members; (ii) Student Associate Members; (iii) Honorary Members; and (iv) Life Members (collectively, the "Members"), each with rights and obligations as described as follows.

2.1.1 Regular Members. A regular member ("Regular Member") shall be any ~~friend or member of the family of an osteopathic physician person willing to serve and promote the osteopathic association~~. Regular Members, whose current dues have

been paid, are eligible to vote, hold office, serve on committees, be an elected delegate or alternate to the AAOA House of Delegates, and participate in all APOMA activities.

2.1.2 Student Associate Members. A student associate member ("Student Associate Member") shall be an individual who is the spouse, significant other, or friend of an osteopathic student attending either the Philadelphia College of Osteopathic Medicine ("PCOM") or the Lake Erie College of Osteopathic Medicine ("LECOM"). Student Associate Members shall be eligible to serve on committees and attend the Annual Convention. Student Associate Members shall not be eligible to hold office or vote. Membership as a Student Associate Member shall terminate when the osteopathic student that is the spouse, significant other or friend of the Student Associate Member is no longer enrolled at PCOM or LECOM.

2.1.3 Honorary Members. An honorary member ("Honorary Member") shall be an individual who has given extraordinary service to APOMA, as determined by a majority vote of the Board of Directors of APOMA. Membership as an Honorary Member may not be terminated. Honorary Members shall not be eligible to hold office or vote unless they are also classified as Regular or Life Members.

2.1.4 Life Members. A Regular Member in good standing for at least 125 years ~~or who has reached the age of 70~~ have served as the APOMA President shall become an "Honorary Life Member." Life Members shall be eligible to vote, hold office, serve on committees, be an elected delegate or alternate to the AAOA House of Delegates, and participate in all APOMA activities. Membership as an Life Member may not be terminated.

2.2 Dues.

2.2.1 Dues shall be established by the Board of Directors from time to time, provided that Honorary Members, Life Members and Student Associate Members shall be exempt from the payment of any dues.

2.2.2 Dues shall be due and payable on July 1 each year. Any dues not paid by the following January 1 shall be considered delinquent. Regular Members who have not paid their dues by January 1 of the next year shall have their membership terminated.

2.2.3 Regular Members whose membership has been terminated for the non-payment of dues may be reinstated upon payment of dues for the current year.

2.3 Rights and Responsibilities.

2.3.1 Members are bound by the Bylaws of APOMA and policies adopted by the Board of Directors, as they may be amended from time to time.

2.3.2 Members in good standing are entitled to have access to the following information at APOMA's registered office:

2.3.2.1 Audited financial statements of APOMA;

2.3.2.2 Board of Directors meeting agendas and committee reports, which shall be made available to the Members prior to Board meetings;

2.3.2.3 Minutes of Board of Directors meetings, once approved by the Board will also be available on the APOMA website;

2.3.2.4 Organizational chart of APOMA;

2.3.2.5 Board of Directors, ad-hoc and special committee, task force and advisory board names, purposes and charter, if any;

2.3.2.6 Policies adopted by the Board of Directors;

2.3.2.7 Other information as the Board of Directors may deem appropriate to keep members informed as to the activities of APOMA.

2.4 Annual Convention.

2.4.1 APOMA shall hold an annual convention (the "Annual Convention"), of the Members to

2.4.1.1 Conduct the business of APOMA;

2.4.1.2 Develop policies and programs to promote and strengthen the objectives of APOMA;

2.4.1.3 Elect the Elected Officers, four Directors, the Nominating Committee, and the delegates and alternates to the AAOA House of delegates; and

2.4.1.4 Make recommendations and receive reports.

2.4.2 The Annual Convention shall include meetings and an APOMA program.

2.4.3 The Annual Convention shall be held at the same time and place as the Annual Clinical Assembly of the Pennsylvania Osteopathic Medical Association ("POMA").

2.4.4 Five Members present at the Annual Convention shall constitute a quorum.

2.4.5 Unless otherwise provided in these Bylaws or any special or standing rules the Members may adopt, the current edition of Robert's Rules of Order Newly Revised shall govern.

2.4.6 Notice of annual convention meeting shall be given ~~60~~45 days prior to the convention and by the following methods: ~~through the online~~ POMA Newsletter published every three weeks, APOMA Website and through available social media.

2.5 Special Meetings. A special meeting of the Members may be called by the President or on petition of any five Members in good standing. Notice of a special meeting shall state the general nature of the business to be transacted at such meeting, and only the business identified in the notice of the special meeting may be considered at the special meeting.

2.6 Voluntary Termination of Membership. Any Member desiring to terminate membership in APOMA shall submit written notice of such desire to the Secretary.

ARTICLE III

BOARD OF DIRECTORS

3.1 Eligibility. Any Regular or Life Member of APOMA is eligible to serve on the Board of Directors.

3.2 Duties and Responsibilities.

3.2.1 The Board of Directors shall have full power to conduct, manage and direct the business and affairs of APOMA; ~~and all powers of the APOMA, except those expressly reserved to the Members or otherwise expressly granted to others in these Bylaws, are hereby granted to and vested in the Board of Directors.~~

3.2.2 Without in any way limiting the authority of the Board of Directors to exercise all of the powers granted to it in Section 3.2.1, the Board of Directors shall have the following powers and duties:

3.2.2.1 Administer the affairs of APOMA and carry out its policies and programs;

3.2.2.2 Approve the annual budget to be presented at the Annual Convention;

3.2.2.3 Provide an annual written report to the Members at the Annual Convention regarding business transacted and recommendations for approval by the Members;

3.2.2.4 Ratify actions taken by the Executive Committee;

3.2.2.5 Establish Member dues;

3.2.2.6 Resolve all questions with respect to membership;

3.2.2.7 Oversee the financial affairs of APOMA;

3.2.2.8 Fill vacancies in the Board of Directors;

3.2.2.9 Approve any joint ventures, mergers or other transactions with any other organization;

3.3 Number. The Board of Directors shall consist of:

3.3.1 Four elected Officers and up to five Directors, nominated and elected pursuant to Article V (the "Elected Directors");

3.3.1.1 The President;

3.3.1.2 The President-Elect/Vice President;

3.3.1.3 The Secretary;

3.3.1.4 The Treasurer;

3.3.1.5 Up to five elected Directors shall be from the members at large.

3.3.2 Appointed Officers, pursuant to Article IV (the "Appointed Officers")

3.3.2.1 The Parliamentary Advisor;

3.3.2.2 The Historian;

3.3.2.3 The Student Advocate Advisor;

3.3.3 The immediate past President; and

3.3.4 The chairs of the Standing Committees who are not otherwise designated as a member of the Board.

3.4 Quorum. ~~Five Four (45)~~ Half of the Board of Directors plus 1 of the Board of Directors members shall constitute a quorum.

3.5 Term. Each Elected Officer and -elected Director shall serve a two year term. Each Elected Officer set forth in Section 4.1.1 shall serve or until the Director's death, resignation or removal. The President may only serve one two year term. Each Officer in a given position may serve no more than two consecutive terms in that position. Any elected officers and elected board director can serve up to a maximum of 10 years, unless waived by the Board.-

3.6 Vacancies. Vacancies occurring on the Board of Directors shall be filled by majority vote of the remaining Directors, except in the office of President-Elect/Vice President, which shall remain vacant until it can be filled at the Annual Convention of the Members. An individual appointed to fill a vacancy on the Board shall take office

immediately upon appointment by the Board and shall hold office for the unexpired term of his or her predecessor.

3.7 Resignations. A member of the Board of Directors may resign at any time by giving notice thereof in writing to the Secretary. Any such resignation shall take effect at the time specified therein or, if the time is not specified therein, upon receipt of the notice. ~~Acceptance of such resignation shall not be necessary to make it effective.~~

3.8 Removal. A member of the Board of Directors may be removed from office at any time upon a two-thirds vote of the Board of Directors present at a meeting called for that purpose at which a quorum is present. Removal of office can be done as a result of noncompliance of bylaws and or not adhering to job description and under the direction of POMA for failure to adhere to the bylaws. Upon removal from office, all rights of the position and membership are also terminated.

3.9 Compensation. A member of the Board of Directors shall serve without compensation, except that they shall be allowed reasonable reimbursement of expenses incurred in the performance of their regular duties ~~as determined by the Board of Directors and reasonable compensation for services provided to APOMA in any capacity other than as a Director. In all such matters, APOMA shall comply with the rules for excess benefit transactions established under Section 4958 of the Code and the regulations promulgated thereunder.~~

3.10 Meetings.

3.10.1 Chair. The President shall preside at meetings of the Board of Directors at which he or she is present. If he or she is no present, the President-Elect/Vice President shall preside.

3.10.2 Regular Board Meetings. Regular meetings of the Board of Directors shall be held at least four times per year, as called in the manner, at the time and in a place as the Board shall designate. The Annual Convention and the Hershey Meeting (POFPS) shall be in person and the other 2 meetings (March/February and November) shall may be virtual. Expenses to be reimbursed as allowed by the budget.

3.10.3. Special Meetings. A special meeting of the Board of Directors may be called by the President or by any two (2) Directors. Notice of a special meeting shall state the general nature of the business to be transacted at such meeting.

~~3.10.3~~ 3.10.4. Retreat. Once every term, the Board of Directors of APOMA may have a retreat to set forth goals and objectives for that term. This retreat shall be paid for by APOMA, if budget allows.

~~3.10.4~~ 3.10.5. Notice.

~~3.10.4.1~~ 3.10.5.1 Not less than ~~30~~ 45 days prior to each regular meeting, the Secretary shall send notice in writing of the time and place of the regular or special meeting.

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~~3.10.4.2~~ 3.10.5.2 Not less than 5 or more than 60 days prior to a special meeting described in Section 3.10.3, the Secretary and or a member of the Board shall send notice of the general purpose, time and place of the special meeting.

~~3.10.5~~ 3.10.6. Executive Sessions of the Board. The Board of Directors may hold an executive session, without the presence of Members other than those who serve on the Board, upon the request of the President or by a majority vote of the Directors attending a meeting at which a quorum is present.

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~~3.10.6~~ 3.10.7. Action by Unanimous Consent. Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting, if a consent or consents in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote.

~~3.10.7~~ 3.10.8. Minutes and Procedural Rules. Minutes of each meeting of the Board of Directors shall be filed as a permanent record of APOMA after they have been circulated to the Board and approved by the Board. Unless otherwise provided in these Bylaws or any special or standing rules the Board may adopt, the current edition of Robert's Rules of Order Newly Revised shall govern.

3.11 Quorum and Action by the Board. ~~five Four~~Half of the Board of Directors plus 1 Members of the Board of Directors, which includes up to 3 officers, entitled to vote shall constitute a quorum. Except as expressly provided in these Bylaws, the acts of a majority of Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

3.12 Teleconference/Videoconference Meetings. One or more Members of the Board of Directors may participate in a meeting of the Board of Directors or any committee thereof by means of a conference telephone or video or similar communications equipment by which all persons participating in the meeting can hear each other.

3.13 Directors The directors shall:

3.13.1 Attend the meetings of the Board of Directors

3.13.2 Chair a standing committee

3.13.3 Advise and assist the Board of the Directors

ARTICLE IV

OFFICERS

4.1 Number, Titles and Eligibility.

4.1.1 Elected Officers. The officers elected pursuant to Article V shall be a President, President-Elect/Vice President, Secretary and Treasurer (the “Elected Officers”).

4.1.2 Appointed Officers. The President, with the approval of a majority of the Elected Officers, shall appoint the Parliamentary Advisor, the Historian, and the Student Advocate Advisor (collectively, the “Appointed Officers”) ~~and –s~~ shall not have right to vote.

4.1.3 Eligibility. Regular Members and Life Members shall be eligible to be an Elected Officer or Appointed Officer

4.2 Term. Each elected officer shall serve a two year term with a successive term limit two terms in a given office.

4.3 Duties and Responsibilities.

4.3.1 President. The President shall:

4.3.1.1 Preside over meetings of the Members, the Board of Directors and the Executive Committee;

4.3.1.2 Appoint the chair or each standing committee;

4.3.1.3 Serve as an ex-officio member of all committees except the Nominating Committee;

4.3.1.4 Perform such other duties which are incident to or which may be assigned by the Board of Directors to the President;

4.3.1.5 Remain on the Board of Directors for one year after his or her term as President has expired, or until there is a new immediate past President; and

4.3.1.6 Perform such other duties as shall be provided in these Bylaws or as may be prescribed by the Board.

4.3.2 President-Elect/Vice President. The President-Elect/Vice President shall:

4.3.2.1 Preside in the absence of the President;

4.3.2.2 Succeed to the office of the President at the close of the Annual Convention the year after election as President-Elect/Vice President;

4.3.2.3 Succeed to the office of the President for the unexpired term in the event of a vacancy in that office and also as President for the term elected;

4.3.2.4 Serve as Chair of the Membership Committee;

~~4.3.2.5~~ 4.3.2.5 Serve as Chair of the annual convention; and

~~4.3.2.6~~ 4.3.2.6 4.3.2.6 Serve as Chair of the Bylaws Committee

~~4.3.2.6~~ 4.3.2.7 Perform such other duties as shall be provided in these Bylaws, or as may be prescribed by the Board of Directors.

4.3.3 Secretary. The Secretary shall:

4.3.3.1 Keep the minutes of all proceedings at meetings of the Members, the Board of Directors and the Executive Committee

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4.3.3.2 Be custodian of the permanent records of the organization, except those assigned to other officers or committee chairs;

4.3.3.3 File a bond for the Treasurer in the amount determined by the Board of Directors;

4.3.3.4 Attend to the general correspondence of APOMA at the direction of the President;

4.3.3.5 Send notices as required by these Bylaws; and

~~4.3.3.6~~ Have such other duties and powers as shall be designated by the Board.

~~4.3.3.6~~ 4.3.3.7 Serve as Historian of APOMA.

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4.3.4 Treasurer. The Treasurer shall:

4.3.4.1 Receive and record all monies or other assets of APOMA and all amounts paid or incurred by APOMA;

4.3.4.2 Disburse funds only upon ~~receipt of a warrant approval~~ signed by the President or as stipulated in the budget;

4.3.4.3 Serve as Chair of the Finance Committee;

4.3.4.4 Oversee the audit of the books at the end of the fiscal year by a certified public accountant approved by the Board of Directors, filing such reports or forms as may be required by governmental agencies, and present a report of such audit at the Annual Convention;

4.3.4.5 Pay for non-budgeted items in excess of \$25.00, provided that approval of the Board of Directors is obtained within thirty (30) days.

4.3.5 Parliamentary Advisor. The Parliamentary Advisor shall:

4.3.5.1 Attend the meetings of the Board of Directors;

4.3.5.2 Advise and assist on points of parliamentary procedure, as requested; and

~~4.3.5.3 Serve as Chair of the Bylaws Committee.~~

4.3.6 Historian. The Historian shall compile a history of the activities of APOMA for the year and maintain a scrapbook or photo book of the activities of APOMA.

4.3.7 Student Associate Advisor. The Student Associate Advisor shall advise and counsel the Student Advocate Associations described in Article VIII and serve as the Chairperson of the Student Advocate Association.

4.3.8 Immediate Past President. The Immediate Past President shall:

4.3.8.1 Provide the history of APOMA and any guidance needed to the President and or APOMA.

4.3.8.2. Serve as the Chair of the Nominating Committee.

4.3.7 4.3.8.3. Perform such other duties as shall be provided in these Bylaws, or as may be prescribed by the Board of Directors.

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ARTICLE V

ELECTIONS

5.1 Nominations.

5.1.1 The Nominating Committee shall

5.1.1.1 Study and consider the requirements of each elected position open for election and the qualifications of Members recommended for each position;

5.1.1.2 Obtain the consent of all nominees in writing; and

5.1.1.3 Present at least one name for election to each elected position.

5.1.2 Nominations from the Floor. Immediately following the presentation of nominations by the Nominating Committee at the Annual Convention, Members may present nominations from the floor, provided that written consent of each nominated person has been obtained prior to the making of the nomination. If requested, a list of the qualifications of the nominated person shall be given by the person making the nomination.

5.2 Elections

5.2.1 All Regular Members in good standing and Honorary Members shall be eligible each year at the Annual Convention to vote for Elected Officers, Elected Directors, the Nominating Committee, and delegates and alternates to the AAOA House of Delegates.

5.2.2 Elections shall be held at the Annual Convention by ballot unless there is only one nominee, in which case the Secretary may be directed to cast the ballot.

5.2.3 The Elected Officers, Elected Directors, the Nominating Committee, and the delegates and alternates to the AAOA House of Delegates shall be elected by a majority vote. The number of delegates will be determined by AAOA based on membership and the budget set forth by APOMA for this purpose. APOMA may pay for 2 Board Members (President and VP/PE unless either of them can not attend or is on the AAOA Board of Directors) to attend the AAOA House of Delegates for 2 nights plus airfare, as provisioned in the budget.

5.2.4 Elected Officers and Directors shall assume their duties immediately following their installation at the Annual Convention

ARTICLE VI

COMMITTEES

6.1 Executive Committee. The Executive Committee shall be composed of the President, the President-Elect/Vice President, the Secretary, the Treasurer, and the Immediate Past President. The Parliamentary Advisor ~~shall~~ may assist on matters of parliamentary procedure.

6.1.1 Responsibilities. The Executive Committee shall: transact business for the Board of Directors in the interim between meetings of the Board; report all business transacted to the Board; and obtain Board approval for all interim actions.

6.1.2 Quorum. Three members of the Executive Committee shall constitute a quorum.

6.1 Nominating Committee.

6.1.1 Number. The Nominating Committee shall consist of 2 Members elected at the Annual Convention pursuant to Section 5.2 and the ~~Immediate~~ Ppast President, who shall serve as Chair of the Nominating Committee.

6.1.2 Duties and Responsibilities. The Nominations Committee shall have the duties and responsibilities set forth in Section 5.1 of these Bylaws.

6.2 Standing Committees. APOMA shall have the following standing committees: Bylaws, Finance, Membership, Legislative, Public Relations and Publicity, Convention, Scholarship, Student Advocate Association and National Osteopathic Medicine Week. All committee chairs shall provide an annual written report for the Annual Convention. The President may determine a need for a special committee with a majority vote of the Board of Directors. Each member of the committee shall be appointed by the president and approved by the board.

6.2.1 Bylaws Committee. The Bylaws Committee shall include ~~the Parliamentary Advisor and two other~~ members of the Board of Directors. The Bylaws Committee shall: study the APOMA Bylaws and propose to the Members any amendments it deems advisable; and maintain an administrative guide.

6.2.2 Finance Committee. The Finance Committee shall consist of the Treasurer, who shall serve as chair of the committee, plus two other Members (President and 1 other member). The Finance Committee shall: prepare an annual budget to be presented at the Annual Convention; audit the Treasurer's reports annually; and serve in an advisory capacity on financial matters to the Board of Directors.

6.2.3 Membership Committee. The Membership Committee shall: stimulate and work to increase membership through affiliated associations and individual members. The membership committee shall include the President, President-elect and the treasurer.

6.2.4 Public Relations and Publicity Committee. The Public Relations and Publicity Committee shall: work to create good public relations for the osteopathic profession. This committee shall consist of all members of the Board of Directors.

6.2.5 Scholarship Committee. The Scholarship shall: review the application and processes utilized by APOMA with PCOM and LECOM for distribution of scholarships to students; make recommendations for special scholarship dedications; review types of scholarships and qualifications for each; and coordinate efforts with PCOM and LECOM. The committee shall consist of all members of the Board of Directors. Each year, APOMA, could give 2 scholarships, 1 to each school, upon approval of the Board of Directors. The amount of the scholarship shall be determined by the budget.

ARTICLE VII

STUDENT ADVOCATES ASSOCIATIONS

7.1 Student Advocate Associations shall be affiliated with partner osteopathic medical institutions, specifically, Philadelphia College of Osteopathic Medicine ("PCOM") and Lake Erie College of Osteopathic Medicine ("LECOM").

7.2 Student Advocates Associations at PCOM and LECOM shall:

7.2.1 Function in conjunction with the recognized AAOA guidelines;

7.2.2 File an annual report with APOMA

7.2.3 Have Regular Members as advisors; and

7.2.4 Have members that are all themselves members of the AOAA.

~~7.2.4~~

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ARTICLE VIII

PERSONAL LIABILITY OF DIRECTORS AND INDEMNIFICATION OF DIRECTORS, OFFICERS, AND OTHER PERSONS EMPLOYEES; INSURANCE

8.1 Personal Liability of Directors.

8.1.1 A Director of APOMA shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

8.1.1.1 the Director has breached or failed to perform the duties of his or her office under 15 Pa.C.S. § 5712 (which, as amended from time to time, is hereafter called Section 5712); and

8.1.1.2 the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

8.1.2 This Section 8.1 shall not limit a Director's liability for monetary damages to the extent prohibited by the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

8.2 Mandatory Indemnification of Directors and Officers. APOMA shall, to the fullest extent permitted by applicable law, indemnify any present or former Director or officer who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding, issue or matter, whether civil, criminal, legislative, administrative, or investigative (whether or not such action, suit or proceeding arises or arose by or in the right of APOMA or other entity) by reason of the fact that such Director or officer is or was a Director or officer of APOMA or is or was serving at the request of APOMA as a director, officer, employee, partner, trustee, agent or fiduciary of another corporation, partnership, limited liability company, joint venture, trust or other enterprise (including service with respect to employee benefit plans), against expenses (including, but not limited to, attorneys' fees and costs), judgments, fines (including excise taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement actually and reasonably incurred by such Director or officer in connection with such action, suit, proceeding, issue or matter, except as otherwise provided in Section 8.4 hereof. A Director or officer of APOMA entitled to indemnification under this Section 8.2 is hereafter called a "person covered by Section 8.2 hereof."

8.3 Advance of Expenses. Expenses (including attorneys fees and costs) incurred by a person covered by Section 8.2 hereof in defending a threatened, pending or completed civil or criminal action, suit, proceeding, issue or matter shall be paid by APOMA in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by APOMA, except as otherwise provided in Section 8.4. The Director's or officer's right to

advancement of expenses shall not be subject to any condition other than submission of such an undertaking. The undertaking need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

8.4 Exceptions. No indemnification under Section 8.2 or advancement or reimbursement of expenses under Section 8.3 shall be provided to a person covered by Section 8.2 hereof (a) if a final unappealable judgment or award establishes that such Director or officer engaged in self-dealing, willful misconduct or recklessness; (b) for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, and amounts paid in settlement) which have been paid directly to such person by an insurance carrier under a policy of officers' and Directors' liability insurance maintained by APOMA or other enterprise; or (c) for amounts paid in settlement of any threatened, pending or completed action, suit, proceeding, issue or matter without the written consent of APOMA, which written consent shall not be unreasonably withheld. The Board of Directors is hereby authorized, at any time by resolution, to add to the above list of exceptions from the right of indemnification under Section 8.2 or advancement or reimbursement of expenses under Section 8.3, but any such additional exception shall not apply with respect to any event, act or omission which has occurred prior to the date that the Board of Directors in fact adopts such resolution. Any such additional exception may, at any time after its adoption, be amended, supplemented, waived or terminated by further resolution of the Board of Directors.

8.5 Continuation of Rights. The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article V shall continue as to a person who has ceased to be a Director or officer of APOMA, and shall inure to the benefit of the heirs, executors and administrators of such person.

8.6 Notice of Commencement of Action. As a condition of any right to indemnification hereunder, the Director or officer shall give APOMA written notice of the commencement of a claim, action, suit, proceeding, issue or matter against him or her as soon as practicable, but in any event, no later than sixty (60) days from when he or she becomes aware of such claim, action, suit, proceeding, issue or matter. Where a Director or officer fails to give such notice and that failure causes APOMA material prejudice, APOMA may, in its discretion, choose not to indemnify such Director or officer for any expenses incurred by him or her with respect to such claim, action, suit, proceeding, issue or matter. APOMA shall have the right, at its election and expense, to assume or participate in the defense of any such civil action, suit or proceeding, if to do so will not subject it to a conflict of interest and is not unreasonable under the circumstances. If APOMA assumes the defense, the Director or officer may participate in the defense at his or her own expense. APOMA shall only be obligated to pay a settlement of a civil action, suit, proceeding, issue or matter to which it consents in writing, its consent not to be unreasonably withheld. If APOMA is obligated to indemnify or advance expenses to a Director or officer as to a proceeding relating to his or her service at APOMA's request as a director, officer, employee, partner, trustee, agent or fiduciary of another corporation, partnership, limited liability company, joint venture, trust or other enterprise (including service with respect to employee benefit plans), APOMA's obligation shall be secondary to and in excess of any indemnification and advancement

obligation owed by such other corporation, partnership, limited liability company, joint venture, trust or enterprise, or its insurer, and APOMA shall be subrogated to the Director's or officer's rights to such obligation of indemnification, advancement or insurance, if not duly paid.

8.7 General Provisions.

8.7.1 The term "to the fullest extent permitted by applicable law," as used in this Article VII, shall mean the maximum extent permitted by public policy, common law or statute. Any person covered by Section 8.2 hereof may, to the fullest extent permitted by applicable law, elect to have the right to indemnification or to advancement or reimbursement of expenses, interpreted, at such person's option (i) on the basis of the applicable law on the date this Article V was adopted, or (ii) on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action, suit or proceeding, or (iii) on the basis of the applicable law in effect at the time indemnification is sought.

8.7.2 The right of a person covered by Section 8.2 hereof to be indemnified or to receive an advancement or reimbursement of expenses pursuant to Section 8.3 (i) may also be enforced as a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between APOMA and such person; and (ii) shall continue to exist after the rescission or restrictive modification (as determined by such person) of this Article VII with respect to events, acts or omissions occurring before such rescission or restrictive modification is adopted.

8.7.3 If a request for indemnification or for the advancement or reimbursement of expenses pursuant hereto is not paid in full by APOMA within thirty (30) days after a written claim has been received by APOMA together with all supporting information reasonably requested by APOMA, the claimant may at any time thereafter bring suit against APOMA to recover the unpaid amount of the claim (plus interest at the prime rate announced from time to time by APOMA's primary banker) and, if successful in whole or in part, the claimant shall be entitled also to be paid the expenses (including, but not limited to, attorney's fees and costs) of prosecuting such claim. Neither the failure of APOMA (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or the advancement or reimbursement of expenses to the claimant is proper in the circumstances, nor an actual determination by APOMA (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the action or create a presumption that the claimant is not so entitled.

8.7.4 The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or reimbursement of expenses may be entitled under any bylaw, agreement, vote of the

Directors or otherwise, both as to action in such Director's or officer's official capacity and as to action in another capacity while holding that office.

8.7.5 Nothing contained in this Article VIII shall be construed to limit the rights and powers APOMA possesses under Subchapter C of the Pennsylvania Nonprofit Corporation Law of 1988 (as amended from time to time), the Directors' Liability Act, or otherwise, including, but not limited to, the powers to purchase and maintain insurance, create funds to secure or insure its indemnification obligations, and any other rights or powers APOMA may otherwise have under applicable law.

8.7.6 The provisions of this Article VIII may, at any time (and whether before or after there is any basis for a claim for indemnification or for the advancement of reimbursement of expenses pursuant hereto), be amended, supplemented, waived, or terminated, in whole or in part, with respect to any person covered by Section 8.2 hereof by a written agreement signed by APOMA and such person.

8.8 Indemnification of Employees; Optional Indemnification. APOMA may indemnify employees on the same terms and conditions as its Directors and officers or otherwise, if the Board of Directors decides that it is in the best interests of APOMA to indemnify any such employee. APOMA may, to the fullest extent permitted by applicable law, indemnify and advance or reimburse expenses for persons in all situations other than that covered by this Article VIII.

8.9 Insurance. APOMA shall have the power to purchase liability insurance on behalf of any person who is or was serving as a Director, officer, or employee of APOMA, or is or was serving at the request of APOMA as a Director, officer, partner, trustee, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, other enterprise or employee benefit plan; ~~whether or not APOMAG would have the power to indemnify such persons against liability under the Code.~~

8.10 Severability of Provisions. Each provision of this Article VIII is intended to be severable, and, if any term or provision is invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of this Article.

ARTICLE IX

DISSOLUTION

9.1 Upon the dissolution of APOMA, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of APOMA, dispose of all of the assets of APOMA for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, first and foremost to be split equally between the Pennsylvania Osteopathic Medical Colleges POMA foundation?? for scholarship purposes, or shall distribute such non-financial assets to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of APOMA

is then located, exclusively for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE X

AMENDMENTS

10.1 Amendments. These Bylaws may be amended by a two-thirds vote of Members present at the Annual Convention, provided notice of such amendments shall have been published at least 30 days before the convention at which they are to be voted upon.

10.2 Revisions. The Board of Directors shall order a complete revision of these bylaws whenever deemed necessary. The President shall appoint a special committee for this purpose. Prior notice of 30 days shall be given to the Members, including a copy of the proposed revisions. A two-thirds vote of Members shall be required to adopt the revisions.

10.3 Final Approval of Amendments and Revisions. Revisions of the Bylaws ~~shall be~~ approved by the Board of Directors and the Members of APOMA. ~~shall be submitted to the Pennsylvania Osteopathic Medical Association Board of Trustees for final approval.~~

DATE _____

APOMA PRESIDENT

~~POMA PRESIDENT~~

Reviewed/Revised August 202013

AMENDED AND RESTATED BYLAWS

OF

ADVOCATES FOR THE PENNSYLVANIA OSTEOPATHIC MEDICAL ASSOCIATION

ARTICLE I

NAME, MISSION, OBJECTIVES, HEADQUARTERS, AND FISCAL YEAR

1.1 Name. The name of this organization shall be the ADVOCATES FOR THE PENNSYLVANIA OSTEOPATHIC MEDICAL ASSOCIATION ("APOMA").

1.2 Mission and Objectives. APOMA shall promote and support the osteopathic profession through education, advocacy and collaboration. In furtherance of its mission, APOMA shall: (i) promote and support public health and educational activities of the osteopathic profession; (ii) render service in national, state and community health endeavors; (iii) function as an affiliate of the Advocates for the American Osteopathic Association ("AAOA") and (iv) assist and work with POMA in achieving their charitable objectives. APOMA is organized and shall be operated exclusively for charitable, scientific and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The assets of APOMA are to be used for the attainment of its purposes as set forth in this Section 1.2 and shall not inure to the benefit of any person or organization.

1.3 Headquarters. APOMA shall be headquartered at POMA, 1330 Eisenhower Boulevard Harrisburg, PA 17111-2395, or any other location determined by the Board of Directors.

1.4 Fiscal Year. APOMA shall have a fiscal year ending June 30.

ARTICLE II

MEMBERSHIP & DUES

2.1 Membership. There shall be four classes of members (i) Regular Members; (ii) Student Associate Members; (iii) Honorary Members; and (iv) Life Members (collectively, the "Members"), each with rights and obligations as described as follows.

2.1.1 Regular Members. A regular member ("Regular Member") shall be any friend or member of the family of an osteopathic physician. Regular Members, whose current dues have been paid, are eligible to vote, hold office, serve on committees, be an elected delegate or alternate to the AAOA House of Delegates, and participate in all APOMA activities.

2.1.2 Student Associate Members. A student associate member ("Student Associate Member") shall be an individual who is the spouse, significant other, or friend of an osteopathic student attending either the Philadelphia College of Osteopathic Medicine ("PCOM") or the Lake Erie College of Osteopathic Medicine ("LECOM"). Student Associate Members shall be eligible to serve on committees and attend the Annual Convention. Student Associate Members shall not be eligible to hold office or vote. Membership as a Student Associate Member shall terminate when the osteopathic student that is the spouse, significant other or friend of the Student Associate Member is no longer enrolled at PCOM or LECOM.

2.1.3 Honorary Members. An honorary member ("Honorary Member") shall be an individual who has given extraordinary service to APOMA, as determined by a majority vote of the Board of Directors of APOMA. Membership as an Honorary Member may not be terminated. Honorary Members shall not be eligible to hold office or vote unless they are also classified as Regular or Life Members.

2.1.4 Life Members. A Regular Member in good standing for at least 25 years who has reached the age of 70 shall become an "Honorary Life Member." Life Members shall be eligible to vote, hold office, serve on committees, be an elected delegate or alternate to the AAOA House of Delegates, and participate in all APOMA activities. Membership as an Life Member may not be terminated.

2.2 Dues.

2.2.1 Dues shall be established by the Board of Directors from time to time, provided that Honorary Members, Life Members and Student Associate Members shall be exempt from the payment of any dues.

2.2.2 Dues shall be due and payable on July 1 each year. Any dues not paid by the following January 1 shall be considered delinquent. Regular Members who have not paid their dues by January 1 of the next year shall have their membership terminated.

2.2.3 Regular Members whose membership has been terminated for the non-payment of dues may be reinstated upon payment of dues for the current year.

2.3 Rights and Responsibilities.

2.3.1 Members are bound by the Bylaws of APOMA and policies adopted by the Board of Directors, as they may be amended from time to time.

2.3.2 Members in good standing are entitled to have access to the following information at APOMA's registered office:

2.3.2.1 Audited financial statements of APOMA;

2.3.2.2 Board of Directors meeting agendas and committee reports, which shall be made available to the Members prior to Board meetings;

2.3.2.3 Minutes of Board of Directors meetings, once approved by the Board;

2.3.2.4 Organizational chart of APOMA;

2.3.2.5 Board of Directors, ad-hoc and special committee, task force and advisory board names, purposes and charter, if any;

2.3.2.6 Policies adopted by the Board of Directors;

2.3.2.7 Other information as the Board of Directors may deem appropriate to keep members informed as to the activities of APOMA.

2.4 Annual Convention.

2.4.1 APOMA shall hold an annual convention (the “Annual Convention”), of the Members to

2.4.1.1 Conduct the business of APOMA;

2.4.1.2 Develop policies and programs to promote and strengthen the objectives of APOMA;

2.4.1.3 Elect the Elected Officers, four Directors, the Nominating Committee, and the delegates and alternates to the AAOA House of delegates; and

2.4.1.4 Make recommendations and receive reports.

2.4.2 The Annual Convention shall include meetings and an APOMA program.

2.4.3 The Annual Convention shall be held at the same time and place as the Annual Clinical Assembly of the Pennsylvania Osteopathic Medical Association (“POMA”).

2.4.4 Five Members present at the Annual Convention shall constitute a quorum.

2.4.5 Unless otherwise provided in these Bylaws or any special or standing rules the Members may adopt, the current edition of Robert’s Rules of Order Newly Revised shall govern.

2.4.6 Notice of annual convention meeting shall be given through the online POMA Newsletter published every three weeks, APOMA Website and through available social media.

2.5 Special Meetings. A special meeting of the Members may be called by the President or on petition of any five Members in good standing. Notice of a special meeting shall state the general nature of the business to be transacted at such meeting,

and only the business identified in the notice of the special meeting may be considered at the special meeting.

2.6 Voluntary Termination of Membership. Any Member desiring to terminate membership in APOMA shall submit written notice of such desire to the Secretary.

ARTICLE III

BOARD OF DIRECTORS

3.1 Eligibility. Any Regular or Life Member of APOMA is eligible to serve on the Board of Directors.

3.2 Duties and Responsibilities.

3.2.1 The Board of Directors shall have full power to conduct, manage and direct the business and affairs of APOMA; and all powers of the APOMA, except those expressly reserved to the Members or otherwise expressly granted to others in these Bylaws, are hereby granted to and vested in the Board of Directors.

3.2.2 Without in any way limiting the authority of the Board of Directors to exercise all of the powers granted to it in Section 3.2.1, the Board of Directors shall have the following powers and duties:

3.2.2.1 Administer the affairs of APOMA and carry out its policies and programs;

3.2.2.2 Approve the annual budget to be presented at the Annual Convention;

3.2.2.3 Provide an annual written report to the Members at the Annual Convention regarding business transacted and recommendations for approval by the Members;

3.2.2.4 Ratify actions taken by the Executive Committee;

3.2.2.5 Establish Member dues;

3.2.2.6 Resolve all questions with respect to membership;

3.2.2.7 Oversee the financial affairs of APOMA;

3.2.2.8 Fill vacancies in the Board of Directors;

3.2.2.9 Approve any joint ventures, mergers or other transactions with any other organization;

3.3 Number. The Board of Directors shall consist of:

3.3.1 Four elected Officers and up to five Directors, nominated and elected pursuant to Article V (the “Elected Directors”);

3.3.1.1 The President;

3.3.1.2 The President-Elect/Vice President;

3.3.1.3 The Secretary;

3.3.1.4 The Treasurer;

3.3.1.5 Up to five elected Directors shall be from the members at large.

3.3.2 Appointed Officers, pursuant to Article IV (the “Appointed Officers”)

3.3.2.1 The Parliamentary Advisor;

3.3.2.2 The Historian;

3.3.2.3 The Student Advocate Advisor;

3.3.3 The immediate past President; and

3.3.4 The chairs of the Standing Committees who are not otherwise designated as a member of the Board.

3.4 Quorum. Five (5) members shall constitute a quorum.

3.5 Term. Each Elected Officer and elected Director shall serve a two year term. Each Elected Officer set forth in Section 4.1.1 shall serve or until the Director’s death, resignation or removal. The President may only serve one two year term. Each Officer in a given position may serve no more than two consecutive terms in that position. Any elected officers and elected board director can serve up to a maximum of 10 years.

3.6 Vacancies. Vacancies occurring on the Board of Directors shall be filled by majority vote of the remaining Directors, except in the office of President-Elect/Vice President, which shall remain vacant until it can be filled at the Annual Convention of the Members. An individual appointed to fill a vacancy on the Board shall take office immediately upon appointment by the Board and shall hold office for the unexpired term of his or her predecessor.

3.7 Resignations. A member of the Board of Directors may resign at any time by giving notice thereof in writing to the Secretary. Any such resignation shall take effect

at the time specified therein or, if the time is not specified therein, upon receipt of the notice. Acceptance of such resignation shall not be necessary to make it effective.

3.8 Removal. A member of the Board of Directors may be removed from office at any time upon a two-thirds vote of the Board of Directors present at a meeting called for that purpose at which a quorum is present and under the direction of POMA for failure to adhere to the bylaws. Upon removal from office, all rights of the position and membership are also terminated.

3.9 Compensation. A member of the Board of Directors shall serve without compensation, except that they shall be allowed reasonable reimbursement of expenses incurred in the performance of their regular duties as determined by the Board of Directors and reasonable compensation for services provided to APOMA in any capacity other than as a Director. In all such matters, APOMA shall comply with the rules for excess benefit transactions established under Section 4958 of the Code and the regulations promulgated thereunder.

3.10 Meetings.

3.10.1 Chair. The President shall preside at meetings of the Board of Directors at which he or she is present. If he or she is not present, the President-Elect/Vice President shall preside.

3.10.2 Regular Board Meetings. Regular meetings of the Board of Directors shall be held at least four times per year, as called in the manner, at the time and in a place as the Board shall designate.

3.10.3 . Special Meetings. A special meeting of the Board of Directors may be called by the President or by any two (2) Directors. Notice of a special meeting shall state the general nature of the business to be transacted at such meeting.

3.10.4 Notice.

3.10.4.1 Not less than 30 days prior to each regular meeting, the Secretary shall send notice in writing of the time and place of the regular or special meeting.

3.10.4.2 Not less than 5 or more than 60 days prior to a special meeting described in Section 3.10.3, the Secretary shall send notice of the general purpose, time and place of the special meeting.

3.10.5 Executive Sessions of the Board. The Board of Directors may hold an executive session, without the presence of Members other than those who serve on the Board, upon the request of the President or by a majority vote of the Directors attending a meeting at which a quorum is present.

3.10.6 Action by Unanimous Consent. Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting, if a consent or

consents in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote.

3.10.7 Minutes and Procedural Rules. Minutes of each meeting of the Board of Directors shall be filed as a permanent record of APOMA after they have been circulated to the Board and approved by the Board. Unless otherwise provided in these Bylaws or any special or standing rules the Board may adopt, the current edition of Robert's Rules of Order Newly Revised shall govern.

3.11 Quorum and Action by the Board. five Members of the Board of Directors, which includes up to 3 officers, entitled to vote shall constitute a quorum. Except as expressly provided in these Bylaws, the acts of a majority of Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

3.12 Teleconference Meetings. One or more Members of the Board of Directors may participate in a meeting of the Board of Directors or any committee thereof by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other.

3.13 Directors The directors shall:

3.13.1 Attend the meetings of the Board of Directors

3.13.2 Chair a standing committee

3.13.3 Advise and assist the Board of the Directors

ARTICLE IV

OFFICERS

4.1 Number, Titles and Eligibility.

4.1.1 Elected Officers. The officers elected pursuant to Article V shall be a President, President-Elect/Vice President, Secretary and Treasurer (the "Elected Officers").

4.1.2 Appointed Officers. The President, with the approval of a majority of the Elected Officers, shall appoint the Parliamentary Advisor, the Historian, and the Student Advocate Advisor (collectively, the "Appointed Officers"). Shall not have right to vote.

4.1.3 Eligibility. Regular Members and Life Members shall be eligible to be an Elected Officer or Appointed Officer

4.2 Term. Each elected officer shall serve a two year term with a successive term limit two terms in a given office.

4.3 Duties and Responsibilities.

4.3.1 President. The President shall:

4.3.1.1 Preside over meetings of the Members, the Board of Directors and the Executive Committee;

4.3.1.2 Appoint the chair or each standing committee;

4.3.1.3 Serve as an ex-officio member of all committees except the Nominating Committee;

4.3.1.4 Perform such other duties which are incident to or which may be assigned by the Board of Directors to the President;

4.3.1.5 Remain on the Board of Directors for one year after his or her term as President has expired, or until there is a new immediate past President; and

4.3.1.6 Perform such other duties as shall be provided in these Bylaws or as may be prescribed by the Board.

4.3.2 President-Elect/Vice President. The President-Elect/Vice President shall:

4.3.2.1 Preside in the absence of the President;

4.3.2.2 Succeed to the office of the President at the close of the Annual Convention the year after election as President-Elect/Vice President;

4.3.2.3 Succeed to the office of the President for the unexpired term in the event of a vacancy in that office and also as President for the term elected;

4.3.2.4 Serve as Chair of the Membership Committee;

4.3.2.5 Serve as Chair of the annual convention; and

4.3.2.6 Perform such other duties as shall be provided in these Bylaws, or as may be prescribed by the Board of Directors.

4.3.3 Secretary. The Secretary shall:

4.3.3.1 Keep the minutes of all proceedings at meetings of the Members, the Board of Directors and the Executive Committee

4.3.3.2 Be custodian of the permanent records of the organization, except those assigned to other officers or committee chairs;

4.3.3.3 File a bond for the Treasurer in the amount determined by the Board of Directors;

4.3.3.4 Attend to the general correspondence of APOMA at the direction of the President;

4.3.3.5 Send notices as required by these Bylaws; and

4.3.3.6 Have such other duties and powers as shall be designated by the Board.

4.3.4 Treasurer. The Treasurer shall:

4.3.4.1 Receive and record all monies or other assets of APOMA and all amounts paid or incurred by APOMA;

4.3.4.2 Disburse funds only upon receipt of a warrant signed by the President or as stipulated in the budget;

4.3.4.3 Serve as Chair of the Finance Committee;

4.3.4.4 Oversee the audit of the books at the end of the fiscal year by a certified public accountant approved by the Board of Directors, filing such reports or forms as may be required by governmental agencies, and present a report of such audit at the Annual Convention;

4.3.4.5 Pay for non-budgeted items in excess of \$25.00, provided that approval of the Board of Directors is obtained within thirty (30) days.

4.3.5 Parliamentary Advisor. The Parliamentary Advisor shall:

4.3.5.1 Attend the meetings of the Board of Directors;

4.3.5.2 Advise and assist on points of parliamentary procedure, as requested; and

4.3.5.3 Serve as Chair of the Bylaws Committee.

4.3.6 Historian. The Historian shall compile a history of the activities of APOMA for the year and maintain a scrapbook or photo book of the activities of APOMA.

4.3.7 Student Associate Advisor. The Student Associate Advisor shall advise and counsel the Student Advocate Associations described in Article VIII and serve as the Chairperson of the Student Advocate Association.

ARTICLE V

ELECTIONS

5.1 Nominations.

5.1.1 The Nominating Committee shall

5.1.1.1 Study and consider the requirements of each elected position open for election and the qualifications of Members recommended for each position;

5.1.1.2 Obtain the consent of all nominees in writing; and

5.1.1.3 Present at least one name for election to each elected position.

5.1.2 Nominations from the Floor. Immediately following the presentation of nominations by the Nominating Committee at the Annual Convention, Members may present nominations from the floor, provided that written consent of each nominated person has been obtained prior to the making of the nomination. If requested, a list of the qualifications of the nominated person shall be given by the person making the nomination.

5.2 Elections

5.2.1 All Regular Members in good standing and Honorary Members shall be eligible each year at the Annual Convention to vote for Elected Officers, Elected Directors, the Nominating Committee, and delegates and alternates to the AAOA House of Delegates.

5.2.2 Elections shall be held at the Annual Convention by ballot unless there is only one nominee, in which case the Secretary may be directed to cast the ballot.

5.2.3 The Elected Officers, Elected Directors, the Nominating Committee, and the delegates and alternates to the AAOA House of Delegates shall be elected by a majority vote. The number of delegates will be determined by AAOA based on membership and the budget set forth by APOMA for this purpose.

5.2.4 Elected Officers and Directors shall assume their duties immediately following their installation at the Annual Convention

ARTICLE VI

COMMITTEES

6.1 Executive Committee. The Executive Committee shall be composed of the President, the President-Elect/Vice President, the Secretary, the Treasurer, and the Immediate Past President. The Parliamentary Advisor shall assist on matters of parliamentary procedure.

6.1.1 Responsibilities. The Executive Committee shall: transact business for the Board of Directors in the interim between meetings of the Board; report all business transacted to the Board; and obtain Board approval for all interim actions.

6.1.2 Quorum. Three members of the Executive Committee shall constitute a quorum.

6.1 Nominating Committee.

6.1.1 Number. The Nominating Committee shall consist of 2 Members elected at the Annual Convention pursuant to Section 5.2 and the immediate past President, who shall serve as Chair of the Nominating Committee.

6.1.2 Duties and Responsibilities. The Nominations Committee shall have the duties and responsibilities set forth in Section 5.1 of these Bylaws.

6.2 Standing Committees. APOMA shall have the following standing committees: Bylaws, Finance, Membership, Legislative, Public Relations and Publicity, Convention, Scholarship, Student Advocate Association and National Osteopathic Medicine Week. All committee chairs shall provide an annual written report for the Annual Convention. The President may determine a need for a special committee with a majority vote of the Board of Directors. Each member of the committee shall be appointed by the president and approved by the board.

6.2.1 Bylaws Committee. The Bylaws Committee shall include the Parliamentary Advisor and two other members of the Board of Directors. The Bylaws Committee shall: study the APOMA Bylaws and propose to the Members any amendments it deems advisable; and maintain an administrative guide.

6.2.2 Finance Committee. The Finance Committee shall consist of the Treasurer, who shall serve as chair of the committee, plus two other Members. The Finance Committee shall: prepare an annual budget to be presented at the Annual Convention; audit the Treasurer's reports annually; and serve in an advisory capacity on financial matters to the Board of Directors.

6.2.3 Membership Committee. The Membership Committee shall: stimulate and work to increase membership through affiliated associations and individual members. The membership committee shall include the President, President-elect and the treasurer.

6.2.4 Public Relations and Publicity Committee. The Public Relations and Publicity Committee shall: work to create good public relations for the osteopathic profession.

6.2.5 Scholarship Committee. The Scholarship shall: review the application and processes utilized by APOMA with PCOM and LECOM for distribution of scholarships to students; make recommendations for special scholarship dedications; review types of scholarships and qualifications for each; and coordinate efforts with PCOM and LECOM.

ARTICLE VII

STUDENT ADVOCATES ASSOCIATIONS

7.1 Student Advocate Associations shall be affiliated with partner osteopathic medical institutions, specifically, Philadelphia College of Osteopathic Medicine ("PCOM") and Lake Erie College of Osteopathic Medicine ("LECOM").

7.2 Student Advocates Associations at PCOM and LECOM shall:

7.2.1 Function in conjunction with the recognized AAOA guidelines;

7.2.2 File an annual report with APOMA

7.2.3 Have Regular Members as advisors; and

7.2.4 Have members that are all themselves members of the AOAA.

ARTICLE VIII

PERSONAL LIABILITY OF DIRECTORS AND INDEMNIFICATION OF DIRECTORS, OFFICERS, AND OTHER PERSONS EMPLOYEES; INSURANCE

8.1 Personal Liability of Directors.

8.1.1 A Director of APOMA shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

8.1.1.1 the Director has breached or failed to perform the duties of his or her office under 15 Pa.C.S. § 5712 (which, as amended from time to time, is hereafter called Section 5712); and

8.1.1.2 the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

8.1.2 This Section 8.1 shall not limit a Director's liability for monetary damages to the extent prohibited by the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

8.2 Mandatory Indemnification of Directors and Officers. APOMA shall, to the fullest extent permitted by applicable law, indemnify any present or former Director or officer who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding, issue or matter, whether civil, criminal, legislative, administrative, or investigative (whether or not such action, suit or proceeding arises or arose by or in the right of APOMA or other entity) by reason of the fact that such Director or officer is or was a Director or officer of APOMA or is or was serving at the request of APOMA as a director, officer, employee, partner, trustee, agent or fiduciary of another corporation, partnership, limited liability company, joint venture, trust or other enterprise (including service with respect to employee benefit plans), against expenses (including, but not limited to, attorneys' fees and costs), judgments, fines (including excise taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement actually and reasonably incurred by such Director or officer in connection with such action, suit, proceeding, issue or matter, except as otherwise provided in Section 8.4 hereof. A Director or officer of APOMA entitled to indemnification under this Section 8.2 is hereafter called a "person covered by Section 8.2 hereof."

8.3 Advance of Expenses. Expenses (including attorneys fees and costs) incurred by a person covered by Section 8.2 hereof in defending a threatened, pending or completed civil or criminal action, suit, proceeding, issue or matter shall be paid by APOMA in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by APOMA, except as otherwise provided in Section 8.4. The Director's or officer's right to advancement of expenses shall not be subject to any condition other than submission of such an undertaking. The undertaking need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

8.4 Exceptions. No indemnification under Section 8.2 or advancement or reimbursement of expenses under Section 8.3 shall be provided to a person covered by Section 8.2 hereof (a) if a final unappealable judgment or award establishes that such Director or officer engaged in self-dealing, willful misconduct or recklessness; (b) for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, and amounts paid in settlement) which have been paid directly to such person by an insurance carrier under a policy of officers' and Directors' liability insurance maintained by APOMA or other enterprise; or (c) for amounts paid in settlement of any threatened, pending or completed action, suit, proceeding, issue or matter without the written consent of APOMA, which written consent shall not be unreasonably withheld. The Board of Directors is hereby authorized, at any time by resolution, to add to the

above list of exceptions from the right of indemnification under Section 8.2 or advancement or reimbursement of expenses under Section 8.3, but any such additional exception shall not apply with respect to any event, act or omission which has occurred prior to the date that the Board of Directors in fact adopts such resolution. Any such additional exception may, at any time after its adoption, be amended, supplemented, waived or terminated by further resolution of the Board of Directors.

8.5 Continuation of Rights. The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article V shall continue as to a person who has ceased to be a Director or officer of APOMA, and shall inure to the benefit of the heirs, executors and administrators of such person.

8.6 Notice of Commencement of Action. As a condition of any right to indemnification hereunder, the Director or officer shall give APOMA written notice of the commencement of a claim, action, suit, proceeding, issue or matter against him or her as soon as practicable, but in any event, no later than sixty (60) days from when he or she becomes aware of such claim, action, suit, proceeding, issue or matter. Where a Director or officer fails to give such notice and that failure causes APOMA material prejudice, APOMA may, in its discretion, choose not to indemnify such Director or officer for any expenses incurred by him or her with respect to such claim, action, suit, proceeding, issue or matter. APOMA shall have the right, at its election and expense, to assume or participate in the defense of any such civil action, suit or proceeding, if to do so will not subject it to a conflict of interest and is not unreasonable under the circumstances. If APOMA assumes the defense, the Director or officer may participate in the defense at his or her own expense. APOMA shall only be obligated to pay a settlement of a civil action, suit, proceeding, issue or matter to which it consents in writing, its consent not to be unreasonably withheld. If APOMA is obligated to indemnify or advance expenses to a Director or officer as to a proceeding relating to his or her service at APOMA's request as a director, officer, employee, partner, trustee, agent or fiduciary of another corporation, partnership, limited liability company, joint venture, trust or other enterprise (including service with respect to employee benefit plans), APOMA's obligation shall be secondary to and in excess of any indemnification and advancement obligation owed by such other corporation, partnership, limited liability company, joint venture, trust or enterprise, or its insurer, and APOMA shall be subrogated to the Director's or officer's rights to such obligation of indemnification, advancement or insurance, if not duly paid.

8.7 General Provisions.

8.7.1 The term "to the fullest extent permitted by applicable law," as used in this Article VII, shall mean the maximum extent permitted by public policy, common law or statute. Any person covered by Section 8.2 hereof may, to the fullest extent permitted by applicable law, elect to have the right to indemnification or to advancement or reimbursement of expenses, interpreted, at such person's option (i) on the basis of the applicable law on the date this Article V was adopted, or (ii) on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to

the action, suit or proceeding, or (iii) on the basis of the applicable law in effect at the time indemnification is sought.

8.7.2 The right of a person covered by Section 8.2 hereof to be indemnified or to receive an advancement or reimbursement of expenses pursuant to Section 8.3 (i) may also be enforced as a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between APOMA and such person; and (ii) shall continue to exist after the rescission or restrictive modification (as determined by such person) of this Article VII with respect to events, acts or omissions occurring before such rescission or restrictive modification is adopted.

8.7.3 If a request for indemnification or for the advancement or reimbursement of expenses pursuant hereto is not paid in full by APOMA within thirty (30) days after a written claim has been received by APOMA together with all supporting information reasonably requested by APOMA, the claimant may at any time thereafter bring suit against APOMA to recover the unpaid amount of the claim (plus interest at the prime rate announced from time to time by APOMA's primary banker) and, if successful in whole or in part, the claimant shall be entitled also to be paid the expenses (including, but not limited to, attorney's fees and costs) of prosecuting such claim. Neither the failure of APOMA (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or the advancement or reimbursement of expenses to the claimant is proper in the circumstances, nor an actual determination by APOMA (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the action or create a presumption that the claimant is not so entitled.

8.7.4 The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or reimbursement of expenses may be entitled under any bylaw, agreement, vote of the Directors or otherwise, both as to action in such Director's or officer's official capacity and as to action in another capacity while holding that office.

8.7.5 Nothing contained in this Article VIII shall be construed to limit the rights and powers APOMA possesses under Subchapter C of the Pennsylvania Nonprofit Corporation Law of 1988 (as amended from time to time), the Directors' Liability Act, or otherwise, including, but not limited to, the powers to purchase and maintain insurance, create funds to secure or insure its indemnification obligations, and any other rights or powers APOMA may otherwise have under applicable law.

8.7.6 The provisions of this Article VIII may, at any time (and whether before or after there is any basis for a claim for indemnification or for the advancement or reimbursement of expenses pursuant hereto), be amended, supplemented, waived, or terminated, in whole or in part, with respect to any person covered by Section 8.2 hereof by a written agreement signed by APOMA and such person.

8.8 Indemnification of Employees; Optional Indemnification. APOMA may indemnify employees on the same terms and conditions as its Directors and officers or otherwise, if the Board of Directors decides that it is in the best interests of APOMA to indemnify any such employee. APOMA may, to the fullest extent permitted by applicable law, indemnify and advance or reimburse expenses for persons in all situations other than that covered by this Article VIII.

8.9 Insurance. APOMA shall have the power to purchase liability insurance on behalf of any person who is or was serving as a Director, officer, or employee of APOMA, or is or was serving at the request of APOMA as a Director, officer, partner, trustee, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, other enterprise or employee benefit plan, whether or not APOMAG would have the power to indemnify such persons against liability under the Code.

8.10 Severability of Provisions. Each provision of this Article VIII is intended to be severable, and, if any term or provision is invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of this Article.

ARTICLE IX

DISSOLUTION

9.1 Upon the dissolution of APOMA, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of APOMA, dispose of all of the assets of APOMA for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, first and foremost the POMA foundation for scholarship purposes, or shall distribute such assets to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of APOMA is then located, exclusively for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE X

AMENDMENTS

10.1 Amendments. These Bylaws may be amended by a two-thirds vote of Members present at the Annual Convention, provided notice of such amendments shall have been published at least 30 days before the convention at which they are to be voted upon.

10.2 Revisions. The Board of Directors shall order a complete revision of these bylaws whenever deemed necessary. The President shall appoint a special committee for this purpose. Prior notice of 30 days shall be given to the Members, including a copy

of the proposed revisions. A two-thirds vote of Members shall be required to adopt the revisions.

10.3 Final Approval of Amendments and Revisions. Revisions of the Bylaws approved by the Board of Directors and the Members shall be submitted to the Pennsylvania Osteopathic Medical Association Board of Trustees for final approval.

DATE_____

APOMA PRESIDENT

POMA PRESIDENT

Reviewed/Revised August 2013