

TRANSPLANT FINANCIAL COORDINATORS ASSOCIATION

AGREEMENT OF ASSOCIATION

This Agreement of Association (hereinafter, "Agreement") made as of the 10th day of April, 2001 by and among Transplant Financial Coordinators Association (Hereinafter, the "Association"), a not-for-profit association, and, on behalf of the Associations anticipated membership, the Association's founders, Laura Aguiar, Michael Chaney, Paula Summa and Rusty Ward.

WHEREAS, the undersigned deem it in the best interests of the Association to regulate certain aspects of the relationships among the trustees, officers and members and the Association, and to provide in writing, for certain understandings and agreements among them for the conduct of the affairs of the Association.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by each of the parties, the Association and the undersigned hereby agree as follows:

1. Association's Purpose.

The purpose of the Association is to function as a not-for-profit association and, in that regard, to coordinate the dissemination of useful information related to the training of transplant financial coordinators at all Transplant Centers in the United States; to provide patient and payer education and patient advocacy with both public and private payers; to provide education and guidance to medical providers, patients and their families with respect to the coordination and clarification of patient specific financial aspects of medical care during all facets of transplantation, beginning with the evaluation for transplantation and continuing through and after transplantation, and to do so in a compassionate and tactful manner in order to help facilitate access to and provide continuity of care; and, to work closely with other members of the transplant team, insurers, and administrative personnel at Transplant Centers.

2. Principal Places of Business.

The principal places of business within the United States of the Association are as follows:

Laura Aguiar
Beth Israel Deaconess Medical Center
110 Francis St. Suite 7A
Boston, MA. 02215

Michael Chaney
University of Nebraska Medical Center
983285 Nebraska Medical Center
Omaha, NE. 68198

Paula Summa
Translife/ Florida Hospital
2501 N. Orange Ave., Suite 514
Orlando, FL 32804.

Rusty Ward
University of Michigan
1500 East Medical Center Dr.
Ann Arbor, MI 48439

or city of future elected officers.

3. Management of the Association

A. Board of Trustees.

(1) Overall management.

The property, affairs and business of the Association shall be managed by the Board of Trustees, which shall consist of such number of persons, not less than three, as the members may at the annual or a special meeting in lieu of the annual meeting determine and elect. Trustee nominees/elected must, at all times during tenure, be members in good standing and perform the duties as the Transplant Financial Coordinator as defined in the United Network of Organs Sharing by laws, or, from time to time, current OPTN contractor.

If a vacancy or vacancies shall occur for any reason, in the membership of the Board, other than through removal by member action, at any time when a members meeting is not in session, the remaining Trustee or Trustees may, quorum requirements notwithstanding, elect a successor or successors, to hold office until the next annual meeting of the members and until their successors are elected.

(2) Term of office.

The initial trustees of the Association shall hold office for two years. Thereafter, the term of office of a trustee elected at the annual meeting of members shall be two years: provided, however, that he shall hold his office until his successor shall be elected and qualify. A trustee elected by the members at other than the annual meeting of members shall hold office until the next annual meeting of members and the election and qualification of his successor.

(3) Meetings.

The Board of Trustees shall meet at the principal office of the Association or at such other place within the United States as may from time to time be fixed by resolution of the Board or as may be specified in the notice of the meeting. Regular meetings of the Board of Trustees shall be held at such time as the Board by resolution shall fix; special meetings may be held at any time upon the call of the President, or any trustee, by written (including facsimile) notice specifying the date,

place and hour (but not necessarily the purpose) of the meeting served on or sent or mailed to each trustee not less than ten days before the meeting.

Notice need not be given of any regularly scheduled meeting of the Board.

The members of the Board of Trustees or any committee designated by said Board of Trustees may participate in a meeting of the Board or of any such Committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

(4) Management.

The Board of Trustees shall have the entire charge, control of the Association and its property and affairs and may exercise all or any of its powers, and may act through the officers. Among other things the Board may, (1) appoint at its discretion, remove or suspend such subordinate officers, agents and employees as it from time to time thinks fit, change their salaries and compensation; (2) appoint any officer, temporarily as it sees fit until the next election, to have the powers and perform the duties of any other officer; (3) appoint any persons to be agents of the Association (with the power to sub-delegate) upon such terms as it sees fit; and (4) determine, from time to time as it sees fit, the most appropriate, expedient and useful expenditure of the Association's funds.

(5) Voting

A majority of the members of the Board of Trustees acting at a meeting duly assembled shall constitute a quorum for the transaction of business, and the act of a majority of the trustees present at a meeting at which a quorum exists shall be the act of the Board of Trustees. If at any meeting of the Board of Trustees, a quorum shall not be present, a majority of the trustees present may adjourn the meeting, without further notice, from time to time until a quorum shall have been obtained.

(6) Chairperson.

The trustees may elect from their number a Chairperson of the Board who shall preside at all meetings of the Board of Trustees and may have such additional powers and responsibilities, executive or otherwise, as may from time to time be vested in said person by resolution of the Board of Trustees.

(7) Action Without Meeting.

Any action required or permitted to be taken at any meeting of the Board of Trustees may be taken without a meeting if a written consent thereto is signed by all members of the Board, and such written consent is filed with the records of proceedings of the Board.

(8) Officers

(1) General

The members in good standing shall elect a President, a Vice President, a Treasurer and Secretary and from time to time may elect one or more other officers, agents and employees as it may deem proper. Officers nominees/elected must, at all times during their tenure, be members in good standing and perform duties as a Transplant Financial Coordinator as defined in United Network of Organ Sharing by laws, or from time to time, current OPTN contractor.

(2) Term of office.

Term of office for officers shall be three years and or until their respective successors are elected and qualify, but any officer may at any time be removed with or without cause by the affirmative vote of a majority of the trustees.

(3) President.

The President when present shall preside at all meetings of the members and, if a Trustee, unless a Chairman of the Board has been appointed and is present, at all meetings of the Trustees. The President shall be the chief executive officer of the Association and, subject to this Agreement and the direction of the Board of Trustees, shall have general operating charge of the Association's business. As frequently as is practicable this person shall report to the trustees with respect to all matters within the Presidents knowledge which the interests of the Association and/or trustees may require to be brought to their attention. The President shall perform such duties and have such powers additional to the foregoing as the trustees may designate.

(4) Vice President.

The Vice President shall, in the absence or disability of the President, exercise and perform the powers and duties of the President. The Vice President shall have such other powers and perform such other duties as the trustees from time to time designate.

(5) Treasurer.

The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as shall be authorized by the trustees. The Treasurer shall disburse funds of the Association as ordered by the Board, taking proper vouchers for such disbursements. The Treasurer shall promptly render to the President and the Board such statements of the transactions and accounts as the President and Board respectively may from time to time require. The Treasurer shall perform such duties and have such powers additional to the foregoing as the trustees may designate.

(6) Secretary

The Secretary shall record in books kept for the purpose all votes and proceedings of the Board and members, keep accurate records of all stock outstanding and membership certificates issued. The Secretary shall perform such duties and have such powers additional to the foregoing as the trustee may designate.

(7) Resignation.

Any officer may resign at any time by delivering his resignation to the President who shall then deliver a copy of such resignation to each of the members. Such resignation shall be effective at the time specified therein or upon the happening of the condition, if any, specified therein, or if no time or condition shall be specified, upon its receipt by the President.

(8) Salaries of Officers

Unless changed at a later time by the members, all officers shall serve without compensation.

4. Use of Funds.

- A. No part of the net earnings of the association shall inure to the benefit of, or be distributable of its members, trustees, officers, or other private persons, except that the association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth by the association. No substantial part of the activities of the association shall be the carrying on of propaganda, or otherwise at attempting to influence legislation, and the association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this association.
- B. Upon the dissolution of the association, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed 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 a Court of Competent Jurisdiction of the county in which the principal office of the association is then located, exclusively for such purposes or to such association or associations, as said Court shall determine which are organized and operated exclusively for such purposes.

5. Association's Indemnity Obligation.

The Association shall indemnify and hold harmless any trustee or officer from and against any and all claims and demands whatsoever. Such indemnification shall include payment by the Association of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding upon receipt of an undertaking by the person indemnified to repay such payment if he/she shall be adjudicated to be not entitled to indemnification under this provision which undertaking may be accepted without reference to the financial ability of such person to make payment. Such indemnification shall be provided although the person to be indemnified is no longer a member.

No indemnification shall be provided for any person with respect to any matter as to which he/she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his/her action was in the best interest of the Association.

6. Members and Associate Members

It is the intent of the Association that it have two categories of Membership, (1) members and (2) associate members.

A. Members.

(1) The Board of Trustees may admit as members any person, provided that such person performs the duties of Transplant Financial Coordinator as defined in the by laws of the United Network of Organ Sharing, or from time to time, it's successors in the interest as OPTN contractor. The Board of Trustees may set the cost of such

membership.

(2) Membership Certificates. Each member shall be entitled to a certificate in a form approved by the trustees, evidencing good standing membership in the Association.

(3) Voting.

Each member in good standing shall be entitled to one vote with regard to the election of trustees and officers of the Association and with respect to other matter upon which the trustees deem that a vote is necessary or desirable.

(4) Members Access To Records. Each member of the Association has the right to obtain from the Association at any time and from time to time for any purpose reasonably related to the member's interest in the Association (I) true and full information regarding the state of business and financial condition of the Association, (ii) promptly after becoming available a copy of the Association's federal, state and local income tax returns each year, and (iii) any other information regarding the affairs of the Association as is just and reasonable.

(5) Member's Dealings with the Association. A member may lend money to, act as a surety or guarantor or endorser for, guarantee or assume one or more specific obligations of, provide collateral for, and transact other business with the Association and have the same rights and obligations with respect to any such matter as a person who is not a member.

B. Associate Members.

(1) The Board of Trustees may admit to the Association as associate members Any person or entity sharing or supporting the goals and purposes of the Association The Board of Trustees may set the cost and period of such associate membership.

(2) Non Voting.

In the absence of an expressed determination of the trustees, Associate members shall not be entitled to voting rights with respect to the affairs of the Association.

(3) Membership Certificates. Each associate member shall be entitled to a certificate in a form approved by the trustees, evidencing good standing associate membership in the Association.

(4) Members Dealings with the Association. A member may lend money to act as a surety or guarantor or endorser for, guarantee or assume one or more specific obligations of, provide collateral for, and transact other business with the Association and have the same rights and obligations with respect to any such matter as a person who is not a member.

7. Annual Meeting.

The annual meeting of the Association shall be held contemporaneously with and at the same place as the UNOS (or its successor in interest) Annual Transplant Forum, or elsewhere within the United States of America as the trustee shall fix.

8. Special Meetings.

Upon written, advanced notice as determined by the trustees, special meetings of the members and/or associates members may be called the President of the Association or by any trustee. Special meetings shall be held at the principal offices of the Association or at such place within the United States of America, as the Trustees may fix.

9. Fiscal Year.

The fiscal year of the Association shall be the year ending with the last day of December in each year.

10. Gender

As used in this Agreement, masculine, feminine and neuter pronouns and the words “trustee” and “trustees” include all genders and the singular or plural.

11. Modification.

This Agreement may only be amended or modified in writing upon the written approval of the trustees after proper elections to pass such amendments or modifications.

12. Massachusetts Law.

This Agreement is to be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

13. Termination.

The provisions of this Agreement shall terminate upon the written modification or amendment of this Agreement or dissolution of the Association.

WITNESS our respective hands and seals as of the date first above written.

Founder: Laura Aguiar

Founder: Michael Chaney

Founder: Paula Summa

Founder: Rusty Ward

