

May, 2011

AMENDED AND RESTATED
BYLAWS OF
MASSACHUSETTS MEDICAL GROUP MANAGEMENT ASSOCIATION

ARTICLE I

Name and Purpose

Section 1. Corporate Name. The name of this Association shall be: MASSACHUSETTS MEDICAL GROUP MANAGEMENT ASSOCIATION (the “Association”).

Section 2. Purpose. The purpose of the Association shall be to provide continuing education and professional development for its Membership in the profession of medical group practice management, assure participation in advocacy of Membership concerns regarding legislation at state and national levels, maintain avenues of communication with third-party payors of health service and other health care professionals and provide a forum where the Membership can discuss areas of mutual interest. The Membership works in or supports the operation of a “Medical Group Practice Organization,” meaning an organized group of one or more licensed doctors with common facilities or other related healthcare delivery organization actively engaged in the practice of medicine or dentistry, which employs one or more persons in the active supervision and/or support of its business affairs.

Section 3. Non-Profit Status and Dissolution. The Association is a corporation organized and operated under Chapter 180 of the Massachusetts General Laws and all laws incorporated therein (the "Act"). Notwithstanding any other provisions of these Bylaws, the Association is organized exclusively for one or more of the purposes as specified in Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, and the regulations from time to time promulgated thereunder (the "Code"), and shall not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(6) of the Code or corresponding provisions of any subsequent federal tax laws. No part of the net earnings of the Association shall inure to the benefit of any Member, trustee, director, officer of the Association, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Association).

In the event of any liquidation and dissolution of the Association, no Member, director, officer of the Association or any private individual shall be entitled to share in the distribution of any of the corporate assets, and all of the remaining assets and property of the Association shall, after payment and discharge of or provision for all corporate debts and obligations, be distributed to an organization then exempt under Section 501(c)(6) of the Code, or corresponding provisions of any subsequent federal tax laws, as the Board of Directors (or "Board") shall determine.

ARTICLE II

Membership

Section 1. Membership Categories. There shall be five (5) categories of Members (collectively, the "Members" or the "Membership"):

(a) Active Member. An Active Member is an individual who participates in the business affairs of a Medical Group Practice Organization within the Commonwealth of Massachusetts or the State of Rhode Island.

(b) Corporate/Vendor Member. A Corporate/Vendor Member is an individual who is engaged by an organization that offers goods and/or services to support the administration and operation of a Medical Group Practice Organization. The organization does not provide direct patient care or day to day management services to a Medical Group Practice Organization. Membership in the Association does not in any way construe the Association's endorsement of the organization's products and services.

(c) Courtesy Member. A Courtesy Member is a representative from the insurance industry, as approved by the Board.

(d) Student/Faculty Member. A Student/Faculty Member is a full-time student or full-time faculty member enrolled or teaching in a health care related field of study at a Massachusetts or Rhode Island school or who is engaged in such teaching or study outside those states and resides in Massachusetts or Rhode Island.

(e) Distinguished Member. A Distinguished Member is an Active Member, Corporate/Vendor Member, Courtesy Member or Student/Faculty Member who has demonstrated outstanding service and commitment to the Association and to the medical group management profession while a Member, as determined by the Board.

Section 2. Voting; Quorum. At all meetings of the Association, each Member shall have one vote and may vote in person only. Upon the request of at least three (3)

Members, a vote by secret ballot shall be called. The quorum for meetings of the Membership shall be the presence of at least five (5) Active Members. A vote by a majority of all of the Members present at a meeting at which there is a quorum shall be required to authorize any action of the Association. Proxy voting shall not be permitted.

Section 3. Meetings. A meeting of the Membership, for any purpose or purposes, may be called by the Board or by at least ten percent (10%) of the Membership. An annual meeting of the Association (“Annual Meeting”) shall be called by the Board. Notice of each meeting stating the place, day and hour of the meeting will be given by or at the direction of the Secretary or the person or persons calling the meeting to each Member entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the meeting. The place of the meeting may be within or without the Commonwealth of Massachusetts.

Section 4. Annual Dues. Annual Dues shall be reviewed and recommended by the Executive Council to the Board of Directors and approved by the Board annually. Annual Dues shall be for the fiscal year (July through June). Members whose dues are not paid by December 31st shall be removed from the Membership roll of the Association. A Member that is removed shall be reinstated as a Member upon payment of Annual Dues, subject to the policies and procedures established by the Board. Distinguished Members and Courtesy Members shall not be required to pay Annual Dues.

Section 5. Rights and Privileges of Member. No applicant shall be denied Membership on the basis of race, color, creed, religion, gender, national origin, sexual orientation, disability or for any other reason which is in violation of any applicable federal and state laws.

Section 6. Use of Association Name. So long as any Member shall remain a Member of the Association, a Member may use the Association name solely to indicate

his/her participation in the Association. Use of the Association's name, in any other context, shall require the approval of the Board. Similarly, no Member of the Association is permitted to contract, speak or act on behalf of the Association without due authorization by the Board.

ARTICLE III

Board of Directors

Section 1. Powers. The Board of Directors shall oversee the property, affairs and business of the Association and the Board of Directors shall have, and may exercise, all of the powers of the Association, except such as are conferred by law, the Articles of Organization (the "Articles") or these Bylaws.

Section 2. Number; Composition. The Board shall consist of seven (7) directors and, except as provided herein, shall be comprised of at least sixty percent (60%) Active Members, provided however, if any director shall change his/her status while a director such that the Board shall no longer be comprised of at least sixty percent (60%) Active Members, the director shall be permitted to complete his/her term. All of the directors shall be elected by the Members except the Immediate Past President shall serve *ex officio*. Subject to the foregoing, the Board shall be composed of the following: the President, Vice President, Treasurer, Secretary; the Immediate Past President and two (2) Assembly-At-Large Directors. One Assembly-At-Large Director shall work in Massachusetts and the other shall work in Rhode Island. All directors must be Members of the Association. The Assembly-At-Large Directors must be Active Members.

Section 3. Election; Term; Qualifications; Limits. The President shall, at least sixty (60) days prior to the Annual Meeting, appoint a Nominating Committee, of at least three (3) Active Members and chaired by the Immediate Past President. The Nominating

Committee will present a slate of directors and officers to the Members at the Annual Meeting. In addition, any Member may submit nominations of directors to the President, in writing, no later than three (3) business days in advance of the Annual Meeting. When nominated as a director by either the Nominating Committee or the Members, the nominee must also be designated as President, Vice President, Treasurer, Secretary and Massachusetts or Rhode Island Assembly-At-Large Director.

Subject to the composition requirements of the Board, the Nominating Committee in the selection of nominees shall take into account Massachusetts and Rhode Island Members, types of practices, Membership category, national MGMA membership, membership in the American College of Medical Practice Executives (“ACPME”), and the ability of the individual to represent the interests of the Association.

The Members shall elect the directors at the Annual Meeting and, by so doing, the Members also shall be voting for the director in the office or position as Assembly-At-Large Director as designated. Directors shall serve terms of one (1) year and until their successors shall be elected and qualified, or until their earlier death, resignation or removal.

No individual shall serve as an Assembly-At-Large Director for more than two (2) terms. Term limits for officers are described in Article IV, Section 2.

Section 4. Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the Commonwealth of Massachusetts. Special meetings of the Board of Directors may be called upon the written request of two (2) directors and shall be called upon request of the President, upon three (3) days' written notice to each director; provided, however, that a special meeting may be called upon twenty-four (24) or fewer hours notice, as necessary, if such notice is given personally or by telephone to each director. Meetings of the directors or any committee thereof may be held by means of a

telephone conference or other 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 will constitute presence in person at such meeting.

Section 5. Vacancies. Any vacancy occurring among the directors shall be filled by vote of the Board for the remainder of any unexpired term.

Section 6. Resignations. Any director may resign at any time by giving written notice to the Board. The resignation shall take effect at the time specified in such notice, and unless otherwise specified in such notice, acceptance shall not be necessary to make it effective.

Section 7. Removal. Any director may be removed upon a vote of at least seventy-five percent (75%) of the directors (excluding the director who is the subject of the vote) for cause, after that director has had an opportunity to appear and be heard at a meeting of the Board.

Section 8. Quorum and Voting. A quorum for the transaction of business at any meeting of the Board of Directors shall require the presence in person or by telephone of a majority of the directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Each director shall have one (1) vote on any matter which is properly presented at a meeting of the directors and the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number of directors is required by the Act, the Articles or these Bylaws.

Section 9. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the directors.

Section 10. Prohibition of Compensation of Directors. No director shall receive compensation for performance of his/her duties as a director, but may, upon resolution of the Board of Directors, be reimbursed for reasonable expenses, if any, incurred in connection with service as a director.

Section 11. Specification of Business. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors or a committee of the Board of Directors need be specified in any notice or written waiver of notice except as otherwise required by the Act, the Articles or these Bylaws.

ARTICLE IV

Officers

Section 1. Number. The officers of the Association will be a President, Vice President, Secretary and Treasurer.

Section 2. Election; Term Limits. The officers of the Association shall be elected by the Members at the Annual Meeting as set forth in Article III, Section 3. No individual shall hold any office for more than two (2) terms.

Section 3. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association. He/She shall cause to be communicated to the Membership all matters affecting the Association between meetings and shall perform such other duties as are necessarily incident to the office.

Section 4. Vice President. The Vice President shall perform all duties of the President in his/her absence and shall, at the President's request, assist the President in the fulfillment of the President's executive duties.

Section 5. Treasurer. The Treasurer shall maintain all Membership records, furnishing an updated count of the Members at the Annual Meeting. The Treasurer shall send out notices of dues, collecting the same and depositing them in a bank (or banks) approved by the Board. The Treasurer shall disburse funds on behalf of the Association at the direction of the Board.

Section 6. Secretary. The Secretary shall send out a notice of all meetings of the Association and make provision for the keeping of a record of all proceedings.

Section 7. Resignations; Removals; Vacancies. Any officer may resign at any time by giving written notice to the Board of Directors. A resignation shall take effect at the time specified in the notice thereof, and, unless otherwise specified in said notice, the acceptance of the resignation shall not be necessary to make it effective. An officer may be removed by the Board upon a vote of at least seventy-five per cent (75%) of the directors (excluding the director who is the subject of the vote) for cause after that officer has had an opportunity to appear and be heard at a meeting of the Board. Any resignation by or removal of an officer shall mean the automatic resignation or removal from the Board of Directors. Any vacancy among the officers shall be filled for the remainder of the unexpired term by a vote of the Board.

Section 8. Authority and Duties. The officers shall have the powers and perform the duties commonly incident to their respective offices, including such additional powers and duties as the directors may assign. An officer may delegate such of his/her powers as he/she deems advisable, except those powers which by law, the Articles or these Bylaws

may not be so delegated, to such persons as the Board or the officer may designate from time to time. The President shall preside at all meetings of the directors and, subject to the direction and judgment of the directors, shall have general supervision and control of all officers, agents and employees of the Association and the management of its business interests.

Section 9. Signing of Instruments. All checks, drafts, orders, notes and other obligations of the Association for the payment of money, deeds, mortgages, leases, contracts, bonds and other corporate instruments shall be signed by the President, Vice President and/or Treasurer, or such other person or persons as may from time to time be designated by resolution of the Board.

ARTICLE V

Executive Council and Committees

Section 1. Executive Council. The Executive Council is the working group that plans and carries out the Association's programs and activities. The Executive Council represents the interests of the Members and offers proposals and recommendations to the Board of Directors. The officers of the Association, the Immediate Past President, the Program Chair, the ACMPE Forum Representatives, the Assembly Chair, the Legislative Liaison, the Membership Chair, the Insurance Liaison and the Vendor Liaison and such other individuals as designated by the Board shall constitute the Executive Council. Individuals to fill the following positions shall be appointed by the President:

(a) Program Chair. The Program Chair shall be responsible for organizing the education program for the Association's regular and, as needed, annual education meetings.

(b) ACMPE Forum Representatives. The ACMPE Forum Representatives shall provide communication, coordination and membership support for ACMPE activities within the Association. There shall be two (2) ACMPE Forum Representatives, one (1) each from Massachusetts and Rhode Island. The ACMPE Forum Representatives must be Certified or Fellow members of the ACMPE.

(c) Rhode Island Assembly Chair. The Rhode Island Assembly Chair shall coordinate the activities of the Rhode Island Assembly and shall represent the Rhode Island Members' interests to the Executive Council.

(d) Legislative Liaison. The Legislative Liaison shall regularly communicate information on national and state legislative and regulatory developments to the Members.

(e) Membership Chair. The Membership Chair shall support and advance the Membership functions of the Association.

(f) Insurance Liaison. The Insurance Liaison shall communicate regularly with major insurance companies relaying Member concerns to insurance companies. The Insurance Liaison shall keep the Membership informed regarding significant changes in insurance company policies and procedures, upon the request of insurance company representatives and as otherwise known.

(g) Vendor Liaison. The Vendor Liaison shall recruit new Corporate/Vendor Members and shall maintain the relationship with all Corporate/Vendor Members on behalf of the Association. In addition, the Vendor Liaison will provide regular dialogue between the Corporate/Vendor Members and the Executive Council.

Section 2. Committees; Nominating Committee. The Board of Directors may designate one (1) or more committees as the Board may determine to be necessary or appropriate for the conduct of the Association's affairs. Subject to all applicable laws, any such committee will have and may exercise all the authority of the Board of Directors granted to it by resolution of such Board. Each committee shall report its proceedings to the Board of Directors as necessary. The Board of Directors, by resolution, except for the Nominating Committee, shall appoint and may change the members of, fill vacancies in, limit, expand or alter the authority of, and discharge any committee of the Board.

The Nominating Committee shall be a standing committee of the Association and only the President may appoint, remove and fill vacancies in this committee. The purpose of the Nominating Committee shall be to identify nominees to serve as directors and officers of the Association, in accordance with Article III, Section 3.

The President shall appoint Chairs for the committees with the approval of the Board with the exception of the Nominating Committee which shall be chaired by the Immediate Past President.

ARTICLE VI

Amendments

These Bylaws may be amended, repealed or restated only by a vote of at least two-thirds ($\frac{2}{3}$) of the Members present at a meeting at which there is a quorum, provided however, that the notice of the meeting must include a summary of the proposed amendments. No amendment, however, shall be approved if it infringes or impugns the purposes for which the Association has been established or if it negatively affects the Association's tax-exempt status.

ARTICLE VII

Notices

Section 1. How Delivered. Whenever, under the provision of the Act, the Articles or of these Bylaws, written notice is required to be given to any director or Member, such notice may be given by mail or by a generally recognized overnight delivery service, addressed to such person at his/her address as it appears in the records of the Association, with postage or delivery charges thereon prepaid, and such notice will be deemed to be delivered at the time when the same will be deposited in the United States mail or delivered to the delivery service. Alternatively, written notice to any director or Member by facsimile or e-mail to his/her house or office and, by telephone or personally for directors, shall be deemed sufficient notice.

Section 2. Waivers of Notice. Whenever any notice is required to be given under the provisions of the Act, the Articles or these Bylaws, a waiver thereof in writing, signed by the directors or Members entitled to such notice, whether before or after the time stated therein, will be deemed equivalent to the giving of such notice. Attendance of any director or Member at a meeting will constitute a waiver of notice of such meeting, except when that individual attends a meeting for the express purpose of objecting to the transaction of any business because of failure of notice such that the meeting is not lawfully called or convened.

ARTICLE VIII

Fiscal Year

The fiscal year of the Association shall begin on July 1st and end on June 30th of the following year.

ARTICLE IX

Conflict of Interest

Section 1. Purpose. The purpose of this provision is to protect the Association's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Association. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit organizations.

Section 2. Definitions.

(a) Interested Person. Any director, principal officer, or member of a committee, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through employment, business, investment or family:

(i) an economic interest in or with any entity or individual with which the Association is engaged in a transaction or arrangement, or

(ii) a compensation arrangement in or with any entity or individual with which the Association has engaged in a transaction or arrangement, or

(iii) an ownership or investment interest in or with any entity or individual with which the Association has engaged in a transaction or arrangement; or

(iv) a potential economic, compensation, ownership or investment interest in or with any entity or individual with which the Association is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not nominal in nature. A financial interest is not necessarily a conflict of interest only as if so determined by the provisions of this Article IX.

Section 3. Procedures

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence and nature of his/her financial interest to the directors and members of committees considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest, the interested person shall leave the Board or committee meeting while the financial interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists. If no conflict of interest exists, the interested person may return to participate in discussion and voting on the matter. If a conflict of interest does exist, the interested person may remain to participate in discussion, but may not participate in voting on the issue.

(c) Procedures for Addressing a Potential Conflict of Interest.

(i) The President or committee chair shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(ii) After exercising due diligence, the Board or committee shall determine whether the Association can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(iii) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Association's best interest and for its own benefit and whether the transaction is fair and reasonable to the Association and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of this Provision.

(i) If the Board or committee has reasonable cause to believe that any individual has failed to disclose actual or possible conflicts of interest, it shall inform the individual of the basis for such belief and afford the individual an opportunity to explain the alleged failure to disclose.

(ii) If, after hearing the response of the individual and making such further investigation as may be warranted in the circumstances, the Board or committee determines that the individual has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

(e) Records of Proceedings. The minutes of the Board and all committees shall contain:

(i) the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to

determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.

(ii) the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

ARTICLE X

Liability and Indemnification of Directors and Officers

Section 1. Liability. No director shall be personally liable to the Association or to the Membership for monetary damages for breach of the director's duty as a director, provided, however, that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Association, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the director derived an improper personal benefit.

Section 2. Indemnification and Insurance. The Association shall indemnify directors and officers acting in their capacity as such or serving at the request of the Association as a director, officer, or agent of another organization, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement arising from any threatened, pending or completed action, suit or proceeding, to the fullest extent permitted by law. Notwithstanding the above, the Association shall provide such indemnification only to the extent and in a manner that shall not jeopardize the Association's status as an organization described in Section 501(c)(6) of the Code or constitute an "Excess Benefit Transaction" within the meaning of Section 4958 of the Code. The Board may authorize the Association to

purchase and maintain insurance on behalf of any person who is or was a director, officer or agent of the Association, or serving at the request of the Association as a director, officer or agent of another organization, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity or arising out of his/her status as such, provided such persons agree to treat payments made pursuant to such insurance in such a manner as would make the payment of benefits thereunder not constitute an excess benefit transaction.

Section 3. Advancement of Expenses. The Association may pay the expenses of the indemnified person in advance of the final disposition of any proceedings against such person except to the extent that the defense of a claim against the indemnified persons undertaken pursuant to any director's and officer's liability insurance (or equivalent insurance known by another term) maintained by the Association. The advance payment of expenses will be subject to the indemnified person's first agreeing in writing with the Association to repay the sums paid by it in accordance herewith if it is thereafter determined that the indemnified person was not entitled to indemnity under these Bylaws.

ARTICLE XI

Affiliations

Section 1. Medical Group Management Association. The Association shall be affiliated with the Medical Group Management Association ("National MGMA") pursuant to an affiliation agreement with National MGMA, which agreement may be amended from time to time upon approval of the Board.

Section 2. Related Organizations. In order to further the objectives of the Association, the Board may establish relationships with other associations of similar purpose that are formed on a local, regional (sub-state or multi-state), or state basis. The

Board shall establish such terms and conditions for relating to recognized societies and groups as it considers desirable. The Association shall consult with National MGMA if any such organization desires affiliation with National MGMA. In the event any existing organization that is affiliated with National MGMA wishes to expand or change its jurisdiction, the Association shall consult with National MGMA on the advisability of such expansion or change.

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