

B Y - L A W S

of

THE RHODE ISLAND QUALITY INSTITUTE

(As Adopted, May, 2002)
(Amended, June 2, 2004)
(Amended, May 3, 2006)

ARTICLE I.

PURPOSES, POWERS AND NON-PROFIT STATUS

Section 1. Purposes. The Quality Institute (the “Corporation”) is organized to carry out the purposes set forth in the Articles of Incorporation of the Corporation, from time to time in effect (the “Articles of Incorporation”).

Section 2. Powers. The Corporation shall have all the powers enumerated in the Rhode Island Non-Profit Corporation Act, as from time to time amended (the “Non-Profit Corporation Act”), provided however, the Corporation shall exercise its powers only in furtherance of exempt purposes as such terms are defined in Section 501(c) of the Internal Revenue Code of 1986, as amended, and the regulations from time to time promulgated thereunder (the “Code”).

ARTICLE II.

OFFICES

The Corporation shall have its principal office at One Union Station, Providence, Rhode Island and may have other offices at such places within and outside the State of Rhode Island as may from time to time be determined by the board of directors.

ARTICLE III.

MEMBERS

The Corporation shall have no members. The board of directors may, in its sole discretion, amend these by-laws in the future to provide for the admission, qualifications and rights and privileges of members.

ARTICLE IV.

DIRECTORS

Section 1. Powers. The affairs of the Corporation will be managed by the board of directors. The chairman of the board of directors shall preside over the meetings of the board, and shall be elected by majority vote of the board of directors. The board of directors shall have the authority to sit in executive session, as approved by a vote of the majority of directors present.

Section 2. Constitution and Term.

Section 2.1. Election/Appointment. Each director shall have a term of four (4) years or until his or her successor shall have been elected and will have qualified or until his or her earlier death, resignation or removal, as hereinafter provided. The board may, at its discretion, elect directors for a term of less than four (4) years. Following expiration of the initial directors' terms of office, directors shall be elected/appointed in the manner set forth below. A director may serve for a total of three consecutive terms and thereafter, must rotate off the board for at least a period of one (1) year prior to reappointment to the board.

It is recognized that the strength of the Corporation is as a result of its diverse leadership. The Corporation further recognizes that it serves a broad base of constituents and therefore, the Corporation will strive for broad and diverse representation of these varied constituents on the board of directors. Further, it has always been the intent of the Corporation, and continues to be

the intent of the Corporation that the board of directors shall consist of not less than nine (9) but no more than 25 individuals who are of appropriate stature in the community to lead the Corporation. This would include Chief Executive Officers and/or high ranking representatives or officials of leading health care organizations and hospitals, payers and business, physicians and other providers, nurses, academe, state government, consumers and healthcare quality improvement organizations. If, during the term of office, the CEO and/or high ranking member, representative or official of such organization, entity or state government shall vacate his or her position, then the individual assuming the CEO or high ranking position in the organization and/or entity may be nominated in that individual's place on the Board of Directors for the remainder of the term of office after nomination of the individual by the Nominating Committee as set forth in Section 2.3, and majority vote of the board of directors. Any other vacancy shall be filled through the procedure set forth in Section 2.3 or by vote of the board of directors.

Section 2.2. Nominating Committee. The Chairman of the Board of the Corporation shall recommend and the board shall approve the appointment of a nominating committee which shall prepare a slate of candidates, taking into consideration the intentions set forth in Section 2.2, as well as past attendance of candidates to be considered for reappointment, and present its nominations at the Annual Meeting of the Corporation as necessary, corresponding with the term of office set forth in Section 2.2. At that time, other nominations may be made from the floor and thereafter, nominations shall be closed. Notice of the nominations shall be mailed to members of the board of directors not less than seven (7) days prior to the Annual Meeting.

Section 2.3. Community Advisory Committee. The board of directors, when it deems practicable, will appoint a Community Advisory Committee.

Consistent with the selection process of the board of directors set forth in Section 2 of this Article, the board shall appoint to the Community Advisory Committee individuals who broadly represent the diverse population of the State.

Section 3. Meetings.

Section 3.1. Annual Meeting. The annual meeting of the board of directors shall be held in the month of May in each year or such other date in each year as the directors shall designate. The annual meeting shall be held for the purposes of electing directors whose terms expire, electing officers and transacting such other business as may properly come before the meeting. If for any reason the annual meeting of the board of directors shall not be held, the chairman shall cause a special meeting to be held in lieu of the annual meeting of the board of directors.

Section 3.2. Regular and Special Meetings. The board of directors may hold meetings, both regular and special, either within or outside the State of Rhode Island. Regular meetings of the board of directors may be held at such time and at such place as may from time to time be determined by the board of directors, provided that reasonable notice of the first regular meeting following any such determination shall be given to absent directors. The board of directors shall cause a schedule of regular meetings to be given to each director. Special meetings of the board of directors may be called and on the written request of four directors shall be called by the chairman on three days' notice to each director as provided in Article V hereof; provided, however, that a special meeting may be called upon twenty-four hours notice if such notice is given personally or by telephone to each director.

Section 4. Vacancies. Any vacancy of a currently occupied seat on the board of directors shall be filled by the board of directors in accordance with the provisions of Section 2 of Article IV. A director appointed to fill a vacancy of a currently occupied seat on the board

will serve for the unexpired term of his or her predecessor in office. Any other vacancy on the board shall be filled either as set forth in Article IV, Section 2, Article VI, Section 5 or by vote of the board of directors.

Section 5. Resignations. Any director may resign at any time by giving written notice to the board of directors. 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 6. Removal. Any director may be removed from office with or without cause by a vote of seventy-five percent (75%) of the full board. A director shall receive ten days prior written notice by registered or certified mail of a meeting concerning the removal of such director and shall be entitled to appear and be heard, but not vote, thereat.

Section 7. Quorum. At all meetings of the board of directors, a majority of the board of directors will constitute a quorum for the transaction of business, and the act of a majority of the directors present at a meeting at which a quorum is present will be the act of the board of directors, unless the act of a greater number of directors is required by the Non-Profit Corporation Act, the Articles of Incorporation or these by-laws.

Section 8. Committees of Directors. The board of directors, by resolution passed by majority of the directors in office, may designate an executive committee and may designate one or more additional committees as the board may determine to be necessary or appropriate for the conduct of the Corporation's affairs, each committee to consist of two or more directors appointed by the board. Except as provided by the Non-Profit Corporation Act, the Articles of Incorporation or by further resolution of a majority of the board of directors in office, an Executive Committee so designated shall have and may exercise all the authority of the board of

directors. The board may appoint one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Except as provided by the Non-Profit Corporation Act, any such committee will have and may exercise all the authority of the board of directors granted to it by resolution of such board. Such committee or committees will have such name or names as may be determined from time to time by resolution adopted by the board of directors. Each committee will keep regular minutes of its proceedings and report the same to the board of directors when required. The board of directors may by resolution passed by a majority of the directors in office, at any time change the members of, fill vacancies in, limit, expand or alter the authority of, and discharge any committee of said board.

Section 9. Directors' Consent Vote. Any action required or permitted to be taken at a meeting of the board of directors or of any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the directors or all the members of such committee entitled to vote thereon, as the case may be.

Section 10. Specification of Business. Neither the business to be transacted at, nor the purpose of, any meeting of the board of directors or of a committee of the board of directors of the Corporation need be specified in any notice or written waiver of notice except as otherwise required by the Non-Profit Corporation Act or herein expressly provided.

ARTICLE V.

NOTICES

Section 1. How Delivered. Whenever under the provisions of the Non-Profit Corporation Act or of the Articles of Incorporation or of these by-laws written notice is required to be given to any person, such notice may be given by mail or by a generally recognized overnight delivery service, addressed to such person at his, her or its address as it appears in the

records of the Corporation, 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. Notice may also be given to any director either personally or by telephone to his or her house or office either directly or by leaving a message thereat.

Section 2. Waivers of Notice. Whenever any notice is required to be given under the provisions of the Non-Profit Corporation Act or the Articles of Incorporation or these by-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice and who did not receive the same, whether before or after the time stated therein, will be deemed equivalent to the giving of such notice. Attendance of a person at a meeting will constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VI.

OFFICERS

Section 1. Number. The officers of the Corporation will be a chairman of the board, a president, a secretary, and a treasurer. The board of directors may from time to time elect or appoint such other officers, including one or more vice presidents or assistant officers, and with such titles as it may deem necessary or convenient. Any two or more offices may be held by the same person with the exception of the offices of president and secretary.

Section 2. Election and Term. The officers of the Corporation shall be elected by the board of directors of the Corporation at its first meeting. Each officer will be elected to serve a term of one year immediately following each annual meeting or special meeting in lieu thereof, or until his or her successor will have been elected and will have qualified or until his or her earlier death, resignation or removal, as hereinafter provided. Any officer may be removed by

the board of directors of the Corporation at any time, with or without cause. Such removal will be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer will not of itself create contract rights.

Section 3. Resignations. Any officer may resign at any time by giving written notice to the board of directors of the Corporation or to the president or secretary thereof. 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.

Section 4. Authority and Duties. The president shall be the chief executive officer and the chief operating officer of the Corporation and may attend 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 Corporation and the management of its business interests and will supervise the day to day affairs of the Corporation. The other officers of the Corporation will have the powers and will perform the duties customarily appurtenant to their respective offices, and will have such further powers and will perform such further duties as may from time to time be assigned to them by the board of directors of the Corporation.

Section 5. Vacancies. A vacancy in any office by reason of death, resignation, removal or otherwise may be filled by the board of directors of the Corporation for the unexpired portion of the term.

Section 6. Signing of Instruments. All checks, drafts, orders, notes and other obligations of the Corporation for the payment of money, deeds, mortgages, leases, contracts, bonds and other corporate instruments may be signed by the president, by the treasurer or by such other person or persons as may from time to time be designated by resolution of the board of directors of the Corporation.

Section 7. Voting of Securities. Except as the board of directors of the Corporation may generally or in particular cases otherwise specify, the president or the treasurer may on behalf of the Corporation vote or take any other action with respect to shares of stock or beneficial interests of any other corporation, or any association, trust or firm, of which any securities are held by the Corporation, and may appoint any person or persons to act as proxy or attorney-in-fact for the Corporation, with or without power of substitution, at any meeting thereof.

ARTICLE VII.

SEAL

The corporate seal shall consist of a flat-faced circular die, with the name of the Corporation, the year and state of its organization and such additional material as may be prescribed from time to time by the board of directors, cut or engraved thereon.

ARTICLE VIII.

FISCAL YEAR

The fiscal year of the Corporation will be determined by the board of directors and in the absence of such determination will end on December 31.

ARTICLE IX.

INDEMNIFICATION

Section 1. Agreement of Corporation. Subject to the provisions in the Corporation's Certificate of Incorporation and applicable law and in order to induce the directors and officers of the Corporation to serve as such, the Corporation adopts this Article and agrees to provide the directors and officers of the Corporation with the benefits contemplated hereby.

Section 2. Acceptance of Director or Officer. This Article will apply, and the benefits hereof will be available, to each director and officer of the Corporation who by

accepting his or her respective position and serving on behalf of the Corporation will be deemed to have accepted the provisions of this Article and agreed to abide by the terms contained herein.

Section 3. Definitions. As used herein, the following terms will have the following respective meanings:

“Covered Act” means any act or omission by the Indemnified Person in the Indemnified Person’s official capacity with the Corporation and while serving as such or while serving at the request of the Corporation as a member of the governing body, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

“Excluded Claim” has the meaning set forth in Section 6, hereof.

“Expenses” means any reasonable expenses incurred by the Indemnified Person in connection with the defense of any claim made against the Indemnified Person for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses (including the expense of bonds necessary to pursue an appeal of an adverse judgment).

“Indemnified Person” means any director or officer of the Corporation who accepts election or appointment as a director or officer and agrees to serve as such in the manner provided in Section 2 hereof.

“Loss” means any amount which the Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts including, without being limited to, judgments for, and awards of, damages, amounts paid in settlement of any claim, any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty.

“Proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

Section 4. Indemnification. Subject to the exclusions hereinafter set forth, the Corporation will indemnify the Indemnified Person against and hold the Indemnified Person harmless from any Loss or Expenses.

Section 5. Advance Payment of Expenses. The Corporation will pay the Expense of the Indemnified Person in advance of the final disposition of any Proceeding except to the extent that the defense of a claim against the Indemnified Person is undertaken pursuant to any directors' and officers' liability insurance (or equivalent insurance known by another term) maintained by the Corporation. The advance payment of Expenses will be subject to the Indemnified Person's first agreeing in writing with the Corporation to repay the sums paid by it hereunder if it is thereafter determined that the Proceeding involved an Excluded Claim or that the Indemnified Person was otherwise not entitled to indemnity under these by-laws.

Section 6. Exclusions. The Corporation will not be liable to pay any Loss or Expenses (an "Excluded Claim"):

(a) With respect to a Proceeding in which a final non-appealable judgment or other adjudication by a court of competent jurisdiction determines that the Indemnified Person is liable to the Corporation (as distinguished from being liable to a third party) for: (i) any breach of the Indemnified Person's duty of loyalty to the Corporation; (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; or (iii) any transaction from which the Indemnified Person derived an improper personal benefit; or

(b) If a final, non-appealable judgment or other adjudication by a court of competent jurisdiction determines that such payment is unlawful.

Section 7. Notice to Corporation; Insurance. Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any

Proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought from the Corporation under these by-laws, notify the Corporation of the commencement thereof. Failure to promptly notify the Corporation will not adversely affect the Indemnified Person's right to indemnification hereunder unless, and only to the extent that, the Corporation is materially prejudiced in its ability to defend against the Proceeding by reason of such failure. If, at the time of the receipt of such notice, the Corporation has any directors' and officers' liability insurance in effect, the Corporation will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The Corporation will thereafter take all the necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, all Loss and Expenses payable as a result of such Proceeding in accordance with the terms of such policies.

Section 8. Indemnification Procedures.

(a) Payments on account of the Corporation's indemnity against Loss will be made by the Treasurer of the Corporation except if, in the specific case, a determination is made that the indemnification of the Indemnified Person is not proper in the circumstances because such Loss results from a claim which is an Excluded Claim. If the Corporation so determines that the Loss results from an Excluded Claim (although no such determination is required by the Corporation hereunder prior to payment of a Loss by the Treasurer), the determination shall be made:

(i) By the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to the Proceeding; or

(ii) If a quorum cannot be obtained for purposes of clause (i) of this subsection (a), then by a majority vote of a committee of the Board of Directors duly designated to act in the matter by a majority vote of the full Board (in which designation directors who are

parties to the Proceeding may participate) consisting solely of three or more directors not at the time parties to the Proceeding; or

(iii) By independent legal counsel designated: (A) by the Board of Directors in the manner described in clause (i) of this subsection (a), or by a committee of the Board of Directors established in the manner described in clause (ii) of this subsection (a), or (B) if the requisite quorum of the full Board cannot be obtained therefor and a committee cannot be so established, by a majority vote of the full Board (in which designation directors who are parties to the Proceeding may participate). If made, any such determination permitted to be made by this subsection (a) will be made within 60 days of the Indemnified Person's written request for payment of a Loss.

(b) Payment of an Indemnified Person's Expenses in advance of the final disposition of any Proceeding will be made by the Treasurer of the Corporation except if, in the specific case, a determination is made pursuant to Section 8(a) above that indemnification of the Indemnified Person is not proper in the circumstances because the Proceeding involved an Excluded Claim.

(c) The Corporation will have the power to purchase and maintain insurance on behalf of any Indemnified Person against liability asserted against him or her with respect to any Covered Act, whether or not the Corporation would have the power to indemnify such Indemnified Person against such liability under the provisions of this Article. The Corporation will be subrogated to the rights of such Indemnified Person to the extent that the Corporation has made any payments to such Indemnified Person in respect to any Loss or Expense as provided herein.

Section 9. Settlement. The Corporation will have no obligation to indemnify the Indemnified Person under this Article for any amounts paid in settlement of any Proceeding effected without the Corporation's prior written consent. The Corporation will not unreasonably withhold or delay its consent to any proposed settlement. If the Corporation so consents to the settlement of any Proceeding, or unreasonably withholds or delays such consent, it will be conclusively and irrefutably presumed for all purposes that the Loss or Expense does not constitute an Excluded Claim. If the Corporation reasonably withholds its consent solely on the ground that the Proceeding constitutes an Excluded Claim, the Indemnified Person may accept the settlement without the consent of the Corporation, without prejudice to the Indemnified Person's rights to indemnification in the event the Corporation does not ultimately prevail on the issue of whether the Proceeding constitutes an Excluded Claim.

Section 10. Rights Not Exclusive. The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under any agreement, vote of disinterested directors or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any other capacity while holding such office, and will continue after the Indemnified Person ceases to serve the Corporation as an Indemnified Person.

Section 11. Enforcement.

(a) The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable notwithstanding that an adverse determination has been made as provided in Section 8 hereof.

(b) In the event that any action is instituted by the Indemnified Person under these by-laws, the Indemnified Person will be entitled to be paid all court costs and expenses,

including reasonable attorneys' fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such action was not made in good faith or was frivolous.

Section 12. Severability. If any provision of this Article is determined by a court to require the Corporation to perform or to fail to perform an act which is in violation of applicable law, this Article shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, this Article shall be enforceable in accordance with its terms.

Section 13. Successor and Assigns. The provisions of this Article will be (a) binding upon all successors and assigns of the Corporation (including any transferee of all or substantially all of its assets) and (b) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person.

Section 14. Amendment. No amendment or termination of this Article will be effective as to an Indemnified Person without the prior written consent of that Indemnified Person and, in any event, will not be effective as to any Covered Act of the Indemnified Person occurring prior to the amendment or termination.

ARTICLE X.

CONFIDENTIALITY

Peer review is a common regulatory process to improve the quality of healthcare. The Rhode Island Quality Institute seeks to evaluate and improve the quality of health care consistent with best practices. In order to effectively evaluate and improve the delivery of healthcare, The Quality Institute must provide a forum in which information may be freely exchanged without fear of retaliation or punishment. Therefore, The Rhode Island Quality Institute shall in all relevant activities conduct itself as a "peer review board" and/or "peer review committee" as

defined in R.I. Gen. Law § 5-37-1 (10). Accordingly, any and all peer review communication, written or otherwise, gathered by the Rhode Island Quality Institute shall be protected from compulsory disclosure or process in litigation or otherwise. Such disclosure would be against the public policy of this State and would have a detrimental effect on the efforts and goals of The Rhode Island Quality Institute.

ARTICLE XI.

CONFLICTS OF INTEREST

Section 1. Definition of Conflicts of Interest. A conflict of interest will be deemed to exist whenever an individual is in the position to approve or influence Corporation policies or actions which involve or could ultimately harm or benefit financially: (a) the individual; (b) any member of his immediate family (spouse, parents, children, brothers or sisters, and spouses of these individuals); or (c) any organization in which he or an immediate family member is a Director, trustee, officer, member, partner or more than 10% shareholder. Service on the board of another not-for-profit corporation does not constitute a conflict of interest.

Section 2. Disclosure of Conflicts of Interest. A Director or officer shall disclose a conflict of interest: (a) prior to voting on or otherwise discharging his duties with respect to any matter involving the conflict which comes before the Board or any committee; (b) prior to entering into any contract or transaction involving the conflict; (c) as soon as possible after the Director or officer learns of the conflict; and (d) on the annual conflict of interest disclosure form. The Secretary of the Corporation shall distribute annually to all Directors and officers, a form soliciting the disclosure of all conflicts of interest, including specific information concerning the terms of any contract or transaction with the Corporation and whether the process for approval set forth in Section 3 of this Article was used.

Section 3. Approval of Contracts and Transactions Involving Potential Conflicts of Interest. A Director or officer who has or learns about a potential conflict of interest should disclose promptly to the Secretary of the Corporation the material facts surrounding any actual or potential conflict of interest, including specific information concerning the terms of any contract or transaction with the Corporation. All effort should be made to disclose any such contract or transaction and have it approved by the Board before the arrangement is entered into.

Following receipt of information concerning a contract or transaction involving a potential conflict of interest, the Board shall consider the material facts concerning the proposed contract or transaction including the process by which the decision was made to recommend entering into the arrangement on the terms proposed. The Board shall approve only those contracts or transactions in which the terms are fair and reasonable to the Corporation and the arrangements are consistent with the best interests of the Corporation. Fairness includes, but is not limited to, the concepts that the Corporation should pay no more than fair market value for any goods or services which the Corporation receives and that the Corporation should receive fair market value consideration for any goods or services that it furnishes others. The Board shall set forth the basis for its decision with respect to approval of contracts or transactions involving conflicts of interest in the minutes of the meeting at which the decision is made, including the basis for determining that the consideration to be paid is fair to the Corporation.

Section 4. Validity of Actions. No contract or other transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other Corporation, firm, association or other entity in which one or more of its Directors or officers are Directors or officers, or have a substantial financial interest, shall be either void or voidable for this reason alone or by reason alone that such Director or Directors or officer or

officers are present at the meeting of the Board of Directors, or of a committee thereof, which authorizes such contract or transaction, or that his or their votes are counted for such purpose, if the material facts as to such Director's or officer's interest in such contract or transaction and as to any such common Directorship, officership or financial interest are disclosed in good faith or known to the Board or committee, and the Board or committee authorizes such contract or transaction by a vote sufficient for such purpose without counting the vote or votes of such interested Director or officers. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or committee which authorizes such contract or transaction. At the time of the discussion and decision concerning the authorization of such contract or transaction, the interested Director or officer should not be present at the meeting.

Section 5. Employee Conflicts of Interest. An employee of the Corporation with a potential conflict of interest in a particular matter shall promptly and fully disclose the potential conflict to his supervisor. The employee shall thereafter refrain from participating in deliberations and discussion, as well as any decisions, relating to the matter and follow the direction of the supervisor as to how the Corporation decisions which are the subject of the conflict will be determined. The President shall be responsible for determining the proper way for the Corporation to handle Corporation decisions which involve unresolved employee conflicts of interest. In making such determinations, the President may consult with legal counsel.

The President shall report to the Board at least annually concerning employee conflicts of interest which have been disclosed and contracts and transactions involving employee conflicts which the President has approved.

ARTICLE XII.

COMPENSATION OF DIRECTORS

It is the policy of the Corporation to pay no more than reasonable compensation for personal services rendered to the Corporation by officers and employees. The Directors of the Corporation shall not receive compensation for fulfilling their duties as Directors although Directors may be reimbursed for actual out of pocket expenses which they incur in order to fulfill their duties as Directors. This section shall not preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE XIII.

CODE OF CONDUCT

Each Director shall conduct himself or herself in accordance with the Rhode Island Quality Institute Code of Conduct.

ARTICLE XIV.

AMENDMENTS

The board of directors may, by vote of seventy-five percent (75%) of the full board of directors, alter, amend or repeal the by-laws, or adopt new by-laws.