

**Management and Administrative Services Agreement  
Between  
American Osteopathic Colleges of Ophthalmology & Otolaryngology  
And  
Monstully, LLC**

This Management and Administrative Services Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between MONSTULLY, LLC, a New Mexico Limited Liability Corporation (MONSTULLY, LLC) and American Osteopathic Colleges of Ophthalmology & Otolaryngology- Head & Neck Surgery, a not-for-profit corporation ("AOCOO").

WHEREAS, MONSTULLY, LLC is dedicated to (i) supporting AOCOO; (ii) promoting the interests of the AOCOO; (iii) supporting development and implementation of AOCOO medical education; and (iv) advancing the philosophy and practice of osteopathic medicine through a system of quality and cost-effective healthcare in a distinct, unified profession;

WHEREAS, AOCOO's purposes are to (i) develop, monitor, and maintain educational standards for both initial training and continuing training of osteopathic physicians in ophthalmology, otolaryngology, head and neck surgery; (ii) involve practitioners of these specialties in academic, social, economic and political issues relevant to these specialties; and (iii) support the osteopathic profession, our specialties and the good of the public; and

WHEREAS, MONSTULLY, LLC and AOCOO share an interest in advancing the osteopathic profession and desire to enter into this Agreement whereby MONSTULLY, LLC will furnish management and administrative services to AOCOO in accordance with the financial and other terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by MONSTULLY, LLC and AOCOO as follows:

**1. Association Management Services.**

The Recitals set forth above are hereby incorporated in this Agreement by reference and made a part hereof. MONSTULLY, LLC shall perform management and administrative duties and services for AOCOO (which includes, for purposes of this Agreement, the American Osteopathic Colleges of Ophthalmology and Otolaryngology Head and Neck Surgery Foundation, Inc., an Illinois corporation (the "Foundation")), in accordance with AOCOO's bylaws, operating guidelines and procedures, AOCOO's budget, this Agreement, and the Schedule of Services attached to this Agreement as Exhibit A, as may be amended from time to time as herein provided, and as may be mutually agreed upon from time to time by MONSTULLY, LLC and AOCOO (collectively, the "Services"). For purposes of this Agreement, all references to AOCOO herein shall include the Foundation. All Services to be provided by MONSTULLY, LLC shall be performed by MONSTULLY, LLC, its

employees or subcontractors, and all Services delegated to a subcontractor shall be provided under the supervision of MONSTULLY, LLC.

2. Designation of Executive Director.

- A. MONSTULLY, LLC will assign a member of its staff to (i) act as the executive director of AOCOO and who will have the title and duties of Executive Director and shall provide executive management services to AOCOO and generally oversee the provision of Services to AOCOO; and (ii) serve as, and have the title and duties of, the Executive Director shall have the authority to manage AOCOO's business affairs, subject to the direction and control of the AOCOO Board of Governors or its designee(s). The supporting associates shall report to and be subject to the direction of the Executive Director. MONSTULLY, LLC, following consultation with and approval of AOCOO, hereby appoints Ralph McClish to serve as the AOCOO Executive Director.
- B. In the event Mr. McClish is no longer available, for whatever reason, to serve as AOCOO's Executive Director, AOCOO shall have the right to approve the individual selected by MONSTULLY, LLC to serve as Mr. McClish's successor as AOCOO Executive Director. In the event AOCOO becomes dissatisfied with the performance of such successor Executive Director, AOCOO shall notify MONSTULLY, LLC in writing of the general nature of its dissatisfaction, and MONSTULLY, LLC shall work with AOCOO to remedy the same including, without limitation, the implementation of a formal improvement process. In the event MONSTULLY, LLC is unable to remedy the basis for AOCOO's dissatisfaction in a manner acceptable to AOCOO within sixty (60) days from the date of its original notice, AOCOO shall have the right to Terminate this Agreement.

3. Financial Responsibilities.

- A. Prior to the commencement of AOCOO's fiscal year, MONSTULLY, LLC shall prepare an operating budget, 45 days prior to commencement of AOCOO fiscal year for presentation to the AOCOO Board for its approval and adoption. MONSTULLY, LLC shall monitor the budget as part of its monthly financial reports to AOCOO, and shall use its best efforts to perform the services outlined herein within AOCOO's budget and timely advise AOCOO in the event that the services exceed the budgeted amount.
- B. MONSTULLY, LLC is hereby authorized to handle AOCOO funds on behalf of AOCOO. AOCOO shall take all action necessary to authorize MONSTULLY, LLC to establish one or more accounts in depository institutions mutually acceptable to AOCOO and MONSTULLY, LLC. Such depository institutions shall be located in a national financial institution. MONSTULLY, LLC shall deposit all monies received by MONSTULLY, LLC for AOCOO into such accounts and shall hold such accounts separate from any other accounts that MONSTULLY, LLC may from time to time maintain on its own behalf or on the behalf of any third party.



- C. AOCOO's Executive Director, as well as, the AOCOO President and Treasurer shall be the signatories on all AOCOO accounts maintained by MONSTULLY, LLC, unless otherwise directed by the Board of Governors. Any withdrawals written from an AOCOO funded financial accounts, held under the name of the AOCOO or foundation, can be authorized and signed by the Executive Director only after the secretary or treasurer or president have given their permission to do so.
- D. MONSTULLY, LLC shall monitor all AOCOO funds in accordance with AOCOO's approved budget. MONSTULLY, LLC shall provide to AOCOO financial reports as set forth in the Schedule of Services.
- E. At the end of AOCOO's fiscal year, MONSTULLY, LLC shall cooperate in the preparation of an independent audit or outside review (as determined by MONSTULLY, LLC in consultation with AOCOO) of AOCOO's financial results using an accounting firm selected by MONSTULLY, LLC with AOCOO's approval. Approval which shall not be unreasonably withhold. The cost of such audit/review shall be included in AOCOO's budget and shall be paid by AOCOO.
- F. Notwithstanding anything herein to the contrary, MONSTULLY, LLC is not assuming any obligations or liabilities of AOCOO and shall not be held liable for any such obligations or liabilities. MONSTULLY, LLC has no obligation to provide working capital or financial support to AOCOO.

#### 4. Property Ownership.

- A. All property, real, personal, or intellectual, owned by AOCOO and used by MONSTULLY, LLC in the performance of its duties shall be and remain AOCOO's property. Such property shall include without limitation AOCOO's member, donor and sponsor lists and other mailing lists (to the extent not provided or generated by MONSTULLY, LLC in connection with its business or operations), publications, copyrighted materials, trademarks, files, financial records and similar property, whether in written or electronic format, either now existing, created or acquired during the term of this Agreement ("AOCOO Property"). All AOCOO Property held by MONSTULLY, LLC in the performance of MONSTULLY, LLC 's duties under this Agreement shall be delivered to AOCOO, or to such other individual or entity as AOCOO may designate in writing, immediately upon AOCOO's request, and MONSTULLY, LLC shall not retain any copies or other reproductions of such AOCOO Property after the termination or expiration of this Agreement. AOCOO shall have the right to inspect and/or remove such AOCOO Property at any time with reasonable notice.
- B. All property, real, personal, or intellectual, owned by MONSTULLY, LLC and used by MONSTULLY, LLC in the performance of its duties under this Agreement shall remain MONSTULLY, LLC 's property. Such property shall include without limitation MONSTULLY, LLC 's furniture, office equipment, membership list, sponsor list, donor list, other mailing lists, publications, copyrighted materials, trademarks, files, financial records and similar property, whether in written or electronic format, either now existing, created or acquired during the term of this Agreement.

**C. Intellectual Property.** Any work product (including but not limited to publications, research, surveys, directories, data within databases (unless such databases have been expressly created by MONSTULLY, LLC for AOCCO under this Agreement, in which case such work product shall include the data and source codes), and Internet or World Wide Web pages, whether in written or electronic form (the "Work Product"), created by MONSTULLY, LLC for AOCCO in furtherance of this Agreement shall be deemed a work made for hire under the Copyright Act of 1976, 17 U.S.C. 101 et seq., as amended. AOCCO shall own all right, title and interest, including copyright and all rights subsumed thereunder (including but not limited to the right to reproduce, prepare derivative works, distribute copies by sale or otherwise, perform, display and renew copyright), in and to such Work Product. Thus, it is the express intent of the parties that AOCCO shall be the sole and exclusive copyright owner with respect to all works expressly created by MONSTULLY, LLC for AOCCO under this Agreement. All such Work Product shall be accessible to AOCCO at all reasonable times and, upon AOCCO's request, MONSTULLY, LLC shall provide AOCCO with copies of such Work Product. MONSTULLY, LLC shall provide continuing and sufficient physical and electronic back-up security for AOCCO's Work Product as is appropriate for the types of materials. Any work created by MONSTULLY, LLC in furtherance of the mutually beneficial working relationship between MONSTULLY, LLC and AOCCO or for co-branding purposes agreed to by the parties is expressly excluded from this provision and ownership of such works shall be governed by the terms of such agreements.

5. Confidentiality.

- A. During the term of this Agreement or at any time thereafter, MONSTULLY, LLC shall take commercially reasonable steps to protect AOCCO's confidential information. Additionally, MONSTULLY, LLC shall not disclose any confidential information acquired by MONSTULLY, LLC in the performance of services under this Agreement; provided, however, such restriction shall not apply to: (i) information which, at the time of disclosure, was in the public domain; (ii) information which MONSTULLY, LLC can establish by reasonable proof was in its possession at the time of disclosure by AOCCO or was subsequently and independently developed by employees, agent or subcontractors of MONSTULLY, LLC who had no knowledge of the information; or (iii) information disclosed under compulsion of law.
- B. MONSTULLY, LLC shall be responsible for any breach of this Section 5(A) by any of its employees, agents or subcontractors and shall take reasonable measures to restrain its employees, agents and subcontractors from prohibited or unauthorized use of AOCCO's confidential information.
- C. During the term of this Agreement or at any time thereafter, AOCCO shall not disclose any of MONSTULLY, LLC 's confidential information acquired by AOCCO due to MONSTULLY, LLC 's performance of services under this Agreement; provided, however, such restriction shall not apply to: (i) information



which, at the time of disclosure, was in the public domain; (ii) information which AOCOO can establish by reasonable proof was in its possession at the time of disclosure by MONSTULLY, LLC or was subsequently and independently developed by employees, agent or subcontractors of AOCOO who had no knowledge of the information; or (iii) information disclosed under compulsion of law.

- D. AOCOO shall be responsible for any breach of this Section 5(A) by any of its employees, agents or subcontractors and shall take reasonable measures to restrain its employees, agents and subcontractors from prohibited or unauthorized use of MONSTULLY, LLC 's confidential information. An incident in which AOCOO uses the confidential information in connection with any other groups it manages is also considered a breach of Section 5 of this Agreement.
- E. AOCOO agrees to either sufficiently destroy or to protect in perpetuity all confidential information at the termination of the Agreement.

6. Evaluation.

AOCOO annually shall review with MONSTULLY, LLC its progress toward established goals, the working relationship between MONSTULLY, LLC and AOCOO and the performance of MONSTULLY, LLC's activities set forth in the Schedule of Services, and shall evaluate with MONSTULLY, LLC the annual fee for the subsequent year.

7. Compensation.

- A. In consideration for the services provided hereunder MONSTULLY, LLC shall receive an annual fixed management fee ("Annual Fee"), which shall be paid in twelve (12) equal monthly installments in advance, on or before the first day of each month during the term of this Agreement. MONSTULLY, LLC hereby directs AOCOO to make all payments payable to "MONSTULLY, LLC".
- B. The Annual Fee shall be based on the prior triennial experience and known plans for the coming years and the amount of in-kind support MONSTULLY, LLC's Board of Directors determines, in its sole discretion to provide, if any ("In-Kind Support"). The Annual Fee shall be fixed and subject to review on a triennial basis as provided in Section 7 of this Agreement. MONSTULLY, LLC and AOCOO shall negotiate in good faith to determine the appropriate Annual Fee for the upcoming triennial cycle no less than 90 days prior to the commencement of the following fiscal year, which fee shall be memorialized in a signed fee amendment to this Agreement. Notwithstanding the foregoing, should any services be requested that are beyond the scope of this Agreement and the Services described herein, the parties shall determine in advance the cost of such extra services and shall agree to an appropriate adjustment of the Annual Fee and scope of such additional services in a signed addendum to this Agreement.
- C. AOCOO recognizes that the In-Kind Support that may be provided by the MONSTULLY, LLC has value that may exceed the fee for services provided in this

Agreement. Accordingly, when appropriate, some or all such In-Kind Support will be noted on AOCOO's financial statements and recognized by AOCOO.

- D. The AOCOO and the Foundation's Board of Directors shall be responsible for determining the portion of the Annual Fee that shall be allocated to the Foundation. However this portion shall be determined solely by the actual expense incurred for MONSTULLY, LLC to support the Foundation.
- E. The Annual Fee for the first twelve months of this Agreement shall be \$340,000. Notwithstanding the foregoing, as such initial Annual Fee is based solely on AOCOO's representations regarding its activities (and not based on MONSTULLY, LLC's experience managing AOCOO), the parties agree to review the Annual Fee on a Annual basis during the initial triennial cycle and to make such adjustments to the Annual Fee as may be necessary to cover MONSTULLY, LLC's costs in providing the Services to AOCOO. Any adjustments to the Annual Fee shall be negotiated in good faith and shall be memorialized in a written addendum to this Agreement. The Annual Fee covers the cost of all services rendered by MONSTULLY, LLC under this Agreement including, but not limited to, the following:
  - 1) Management and administration, including the services of the Executive Director and the services of such other employees of MONSTULLY, LLC as may be necessary to carry out MONSTULLY, LLC's responsibilities under this Agreement (e.g., other administrative personnel, communications, education, marketing, meetings and events managers, clerical support, technical support, bookkeeping);
  - 2) Access to and use of office space, furniture, and office equipment and basic supplies at MONSTULLY, LLC's headquarters, as needed;
  - 3) The Services set forth on Exhibit A attached hereto; and
  - 4) Management information systems and office services.
- F. MONSTULLY, LLC's relationship with AOCOO in the performance of this Agreement is that of an independent contractor. With the exception of subcontractors hired by MONSTULLY, LLC, all persons performing services to be performed by MONSTULLY, LLC under this Agreement, including, without limitation, the Executive Director shall at all times be under MONSTULLY, LLC's exclusive direction and control, and shall be employees of MONSTULLY, LLC, and shall not be considered for any purpose to be employees of AOCOO. AOCOO will not directly compensate any MONSTULLY, LLC employee. Any provision in this Agreement that may appear to give AOCOO the right to direct or control MONSTULLY, LLC in performing under this Agreement means that MONSTULLY, LLC shall follow the desires of AOCOO in results only.

## 8. Indemnification & Insurance.

- A. AOCOO shall indemnify and hold harmless MONSTULLY, LLC, its employees, and agents from and against any and all claims, demands, actions, causes of action, or other expenses, including, but not limited to, reasonable attorneys' fees, made, claimed or demanded by any third party, arising out of the actions of MONSTULLY, LLC, its

employees, or agents, which they properly perform as directed by AOCOO in carrying out their obligations under this Agreement, except for any claims arising out of the negligent action or willful misconduct of MONSTULLY, LLC, its employees, or agents. MONSTULLY, LLC, its employees and agents shall not be held liable if, in carrying out their obligations under this Agreement, they or any of them acted with the care that a reasonable person would have exercised in similar circumstances.

- B. MONSTULLY, LLC shall indemnify and hold harmless AOCOO, its employees members, directors and agents from and against any and all claims, demands, actions, causes of action or other expenses, including, but not limited to, reasonable attorneys' fees, made, claimed or demanded by AOCOO or any third party that arise out of any breach of MONSTULLY, LLC, its employees, or agents of the terms of this Agreement (including, without limitation, with respect to any service provided under this Agreement that was not performed with the care that a reasonable person would have exercised in similar circumstances).
- C. MONSTULLY, LLC shall maintain adequate and commercially appropriate insurance coverage during the term of this Agreement.
- D. AOCOO shall maintain reasonable business and liability insurance, including a D&O policy, covering its activities in an amount and with a carrier reasonably acceptable to MONSTULLY, LLC during the term of this Agreement. In the event AOCOO does not have adequate and appropriate insurance coverage (as determined by MONSTULLY, LLC using its reasonable business judgment), as part of the management services provided hereunder, MONSTULLY, LLC will obtain such coverage on AOCOO's behalf with the cost to be paid by AOCOO.
- E. Should MONSTULLY LLC be required by AOCOO to increase or to add to its insurance at any time MONSTULLY LLC shall be given reasonable advanced notice to obtain such before it is deemed to be a breach of this Agreement.

9. Term and Termination.

- A. This Agreement shall commence as of upon signature ("Effective Date"), and continue until terminated as set forth below. This Agreement may be altered, amended or terminated at any time by the mutual written agreement of MONSTULLY, LLC and AOCOO.
- B. Should this Agreement be terminated by AOCOO no advanced notice nor any reason need be given. Notification of cancellation of this Agreement shall be as stated in paragraph 11 below.
- C. Should this Agreement be terminated by MONSTULLY, LLC, MONSTULLY, LLC will give sixty (60) days written notice and will work with AOCOO to find new management during those 60 days.
- D. In the event of Termination by either party the Annual Fee shall be prorated by day.
- E. Any other obligation due and owing by either party to the other at the time of such termination shall remain in full force and effect and shall survive termination of this

Agreement until such obligation is fulfilled, unless otherwise agreed upon in writing by both parties.

10. Effect of Termination.

- A. Up to 4:30 pm (central time) on the effective day of termination, MONSTULLY, LLC shall be obligated to provide the Services. In addition, MONSTULLY, LLC shall cooperate fully with AOCCO and any AOCCO designated staff or management company in the effectuation of a transition plan provided by AOCCO.
- B. Upon termination of this Agreement for any reason, an audit of AOCCO's finances, books and records may be performed by an accounting firm mutually acceptable to the parties upon the request of either party. The cost of such audit or review shall be shared equally by MONSTULLY, LLC and AOCCO. MONSTULLY, LLC and AOCCO shall cooperate fully in the preparation of such audit/review.
- C. Within 10 business days of the effective date of termination of this Agreement, or such additional time as MONSTULLY, LLC may reasonably require, MONSTULLY, LLC shall deliver to the president of AOCCO, or to such person or location as directed by the president of AOCCO, all AOCCO Property, in any format or media in which it exists, including, without limitation, AOCCO's records, documents, materials and other tangibles in its keeping in respect to its management of AOCCO in whatever from maintained and stored. MONSTULLY, LLC shall not retain or allow use of any copies or duplications of such AOCCO Property or records, documents or materials. With respect to information contained on MONSTULLY, LLC's computer network, MONSTULLY, LLC shall provide AOCCO all membership and financial data, either (i) in readable, generic form; or (ii) in a form readable by the software programs used by MONSTULLY, LLC. MONSTULLY, LLC also shall provide AOCCO database information in printed report form upon request. In addition, MONSTULLY, LLC shall provide AOCCO with the identity and supplier of membership and financial software programs used by MONSTULLY, LLC for AOCCO matters. MONSTULLY, LLC shall also provide AOCCO with transition assistance as requested by AOCCO, including descriptions of data formats, required for AOCCO to obtain the same software used by MONSTULLY, LLC or to transfer AOCCO data contained in MONSTULLY, LLC's computer system to other software without manual re-entry of information. MONSTULLY, LLC shall comply with the terms of this Section 10(c) by providing AOCCO with its assistance in the transition process and delivering all AOCCO Property and database information to AOCCO at no charge to AOCCO other than the actual cost of delivery services which AOCCO shall be solely responsible for; provided, however, AOCCO shall reimburse MONSTULLY, LLC for all extraordinary transition costs incurred by MONSTULLY, LLC in providing such assistance.
- D. MONSTULLY, LLC shall maintain AOCCO membership and financial data in its computer network for a period of six (6) months following the effective date of termination of this Agreement, at which time MONSTULLY, LLC shall delete all AOCCO data from its computers without retaining copies thereof and provide AOCCO with written confirmation of its destruction of such data.



11. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and shall be deemed effective upon personal delivery or the next business day after delivery to an overnight courier and addressed as follows:

If to MONSTULLY, LLC:

Ralph McClish  
9624 Iron Rock Dr NW  
ABQ, NM 87114

If to AOCCO:

Its then-current President at the address on file in AOCCO's records or such other person as may be designated from time-to-time by AOCCO.

12. Other Provisions.

- A. This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof and shall be construed and enforced in accordance with the laws of the State of New Mexico (without regard to its conflicts of law or rules).
- B. The failure of either party to require the performance of any term shall not constitute a waiver and shall not prevent a subsequent enforcement of such term, and a waiver of any breach if given shall not be deemed a waiver of any subsequent breach.
- C. The parties represent and warrant to each other that they have the full legal right and power and all authority and approval required to execute and deliver this Agreement and to perform their respective obligations under this Agreement;
- D. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns; provided, however, that this Agreement may be assigned only to a successor association, firm, or entity of MONSTULLY, LLC or AOCCO which results from the sale, merger, or consolidation of MONSTULLY, LLC or AOCCO;
- E. No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties;
- F. Nothing in this Agreement shall be deemed to create a partnership or agency relationship between MONSTULLY, LLC and AOCCO or to make MONSTULLY, LLC jointly liable with AOCCO for any obligation arising out of the activities and services contemplated by this Agreement, or to make AOCCO jointly liable with MONSTULLY, LLC for any activities or services not relating directly to AOCCO activities.
- G. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.

- H. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- I. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- J. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning the subject matter, whether oral or written.

IN WITNESS WHEREOF, the undersigned, hereby certifying that they are authorized to do so, have executed this Agreement on behalf of the parties effective as of the date first written above.

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American Osteopathic Colleges of Ophthalmology & Otolaryngology

Date

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Monstully, LLC

Date

## EXHIBIT A SCHEDULE OF SERVICES

### I. Administrative

#### A. Facilities - MONSTULLY, LLC will

1. Provide a suitably equipped headquarters office for normal business operations; and
2. Provide files and storage (including electronic storage) for AOCCO documents, materials and records.

#### B. Board - MONSTULLY, LLC will

1. Provide professional association management advice to officers and directors;
2. Prepare meeting notices and agendas for board meetings;
3. Prepare reports and meeting materials for board meetings;
4. Make all meeting site or telephone conference arrangements with approval of AOCCO;
5. Provide required staff at board meetings by conference call;
6. Make reports and provide input at meetings;
7. Take, write, edit and distribute meeting minutes;
8. Manage the election process for officers and directors;
9. Support Board Councils and Committees as requested; and
10. Maintain the operations and corporate records and other documents of the AOCCO.

### II. Financial and Corporate - MONSTULLY, LLC will work with the AOCCO's

Treasurer and/or Accountant to ensure appropriate management of their funds, which may include (but not be limited to):

- A. Prepare an annual Budget for approval by the AOCCO Board;
- B. Manage accounts payable;
- C. Issue billings and manage accounts receivable;
- D. Enter cash receipts and make bank deposits;
- E. Prepare monthly financial statements and other reports in accordance with generally accepted accounting procedures;
- F. Prepare and process dues renewal statements and reminders;
- G. Prepare year-end statements for current year tax returns;
- H. Maintain liaison with legal counsel, accountants and auditors;
- I. Advise in regard to timely tax and other corporate regulatory; and organizational filings due annually.

### III. General Operations -MONSTULLY, LLC will

- A. Be available to the Organization and its Members on as needed basis. This availability shall be at any time on any day and shall not be limited by traditional office hours nor time zones.
- B. Be responsible for all of AOCCO's day-to-day operations, including maintaining telephone reception of AOCCO's dedicated phone line.
- C. Supervise mailing and shipping operations
- D. Provide filing and clerical services
- E. Provide normal office supplies for the staff assigned to AOCCO



- F. Handle all AOCOO correspondence consistent with direction from the AOCOO President.

#### IV. MEMBERSHIP

- A. Membership Development —MONSTULLY, LLC will
  - 1. Propose and implement approved membership promotions;
  - 2. Respond to inquiries regarding membership;
  - 3. Process new member applications; and
  - 4. Distribute new member materials.
- B. Membership Retention and Record Keeping —MONSTULLY, LLC will
  - 1. Provide timely response to member inquiries;
  - 2. Provide delinquent dues follow-up;
  - 3. Maintain up-to-date prospect and membership databases; and
  - 4. Prepare membership reports as required.
- C. Membership Dues Billing and Processing -MONSTULLY, LLC will
  - 1. Develop and deploy membership dues invoices as follows:
    - a. Initial invoice
    - b. Follow-up invoice
    - c. Final invoice
    - d. Notice of membership termination upon failure to remit dues;
  - 2. Process dues payments and maintain membership database; and
  - 3. Prepare membership reports as required.

#### V. CONTINUING MEDICAL EDUCATION PROGRAMS -MONSTULLY, LLC will:

- A. Negotiate on behalf of the AOCOO any contracts with facilities and service vendors for current and future years as requested. MONSTULLY, LLC shall use the services of such third parties to conduct such negotiations as determined by MONSTULLY, LLC in its sole discretion;
- B. Respond to AOA requests for information and/or CME Audits; and
- C. Support and assist AOCOO efforts to secure accreditation from the ACCME and, upon securing such accreditation, respond to ACCME requests for information and/or CME Audits.

#### VI. PUBLICATIONS AND COMMUNICATIONS

- A. Newsletter
  - 1. AOCOO will be responsible for facilitating and overseeing the collection of newsletter content from members of AOCOO's board, committee(s) and/or membership;
  - 2. MONSTULLY, LLC will provide (or arrange for a third-party vendor of MONSTULLY, LLC's choosing to provide) editing, proofreading, layout and design and desktop publishing; and
  - 3. MONSTULLY, LLC will supervise publication or printing and distribution services
- B. Promotion and Printed Materials for Other Programs — MONSTULLY, LLC will
  - 1. Serve as central repository for all program content;
  - 2. Provide writing, editing, proofreading and desktop publishing; and

3. Arrange for and supervise outside design, reproduction, editorial, typesetting, printing and distribution services.
- C. Website -MONSTULLY, LLC will
1. retain, in its sole discretion, a third-party service provider to support AOCOO's WEBSITE (including backup and storage); MONSTULLY, LLC staff (or its designated IT provider) will be granted access to AOCOO's website in order to update and keep such site current;
  2. Provide membership database changes to service provider on a monthly basis;
  3. Provide information on membership and AOCOO programs, as well as other information necessary to maintain website for the benefit of members, to service provider on a timely basis;
  4. Receive and respond to e-mail on a timely basis; and
  5. Receive and process orders on a timely basis.

VII. LEGISLATIVE AND ADVOCACY

- A. Work with the AOA Division of State Government Affairs to track legislation of interest to the AOCOO,
- B. Work with the AOA Division of State Government Affairs to draft appropriate letters, testimony, and responses as directed by the AOCOO Legislative Committee.

VIII. FOUNDATION

- A. MONSTULLY, LLC will provide such administrative and financial services as necessary to manage the Foundation in accordance with its operations as of the date of this Agreement.
- B. In the event the Foundation's needs or requirements are greater than its' historical (i.e., prior to the date of this Agreement) requirements, MONSTULLY, LLC and AOCOO shall discuss a mutually acceptable adjustment to the Annual Fee.

## EXHIBIT B

- I. Expenses Included in The Annual Fee. Unless enumerated in Section II below all expenses incurred by MONSTULLY, LLC in performance of the responsibilities under this Agreement will be covered and absorbed by MONSTULLY, LLC (including staff travel expenses incurred to travel to and from CME events, Meetings, or Conferences).
  
- II. Expenses Not Included in The Annual Fee and To Be Invoiced to AOCOO.
  - a. AOCOO Board travel expenses;
  - b. AOCOO Board conference attendance expenses;
  - c. Other AOCOO Board expenses. (Such as, BOG meeting space, teleconference costs, facilitators, etc...)
  - d. Any expenses incurred by CME events, Meetings or Conferences
  - e. Outside accounting firm