

Nursing Alliance for Quality Care Bylaws

Adopted as revised by the Advisory Board, March 25, 2013

Article I

■ Name

The name of this organization shall be the Nursing Alliance for Quality Care hereinafter referred to as the "Alliance" or "NAQC".

Article II

■ Mission and Purpose

Section 1. *Mission.* The Mission of the Alliance is to advance the highest quality safety, and value of consumer-centered health care for all individual patients, families and communities through a bold partnership among the nation's leading nursing organizations.

Section 2. *Purpose.* The Alliance will work to ensure that the following is achieved:

- a) Patients receive the right care at the right time by the right professional;
- b) Nurses actively advocate and are accountable for consumer-centered, high quality health care; and
- c) Policy makers recognize the contributions of nurses in advancing consumer-centered, high quality health care.

Article III

■ Affiliations and Nonprofit Status

The Alliance operates as an unincorporated component of the American Nurses Association (ANA). As a part of the ANA, the Alliance must meet the requirements of a nonprofit organization. As such, the Alliance shall not make distributions to any staff member or volunteer provided, however that it may pay reasonable compensation, or reimburse reasonable expenses for services rendered or travel for the benefit of the Alliance.

Article IV

■ Members

Section 1. *Classes of Membership.*

- a) Convener Nursing Organizations. The conveners are comprised of a permanent set of the following organizations: the American Association of Nurse Practitioners, the American Academy of Nursing, the American

- Nurses Association, the American Organization of Nurse Executives, The George Washington University School of Nursing, the National Council of State Boards of Nursing, the National Organization of Nurse Practitioner Faculties, the National League of Nursing, and the American Association of Colleges of Nursing.
- b) National Nursing Organization. Any nursing organization based in the United States with a national mission, scope or membership including professional organizations, labor groups and specialty societies.
 - c) Supporting Organization. Any other organization which represents the health related needs, interests, and concerns of patients, consumers or family members of patients which supports the Mission of the Alliance.
 - d) Nursing Student Organization. Any organization of nursing students based in the United States and having a national mission, scope or membership.

Section 2. *General Conditions of Membership.*

- a) Any organization may apply for membership in the Alliance.
- b) All Members, as a condition of membership, must support the Alliance Mission and have a direct interest in its Mission, purpose and priorities as established by the Advisory Board.

Section 3. *Member Meetings, Participation, Voting Rights.*

- a) Each member shall have the right to cast one vote on each issue or matter which is brought to the Members for vote or decision. All Members of any class may speak and be heard on all matters discussed at a meeting of Alliance Members.
- b) Each Member eligible to vote as above provided, shall appoint one voting representative who shall be the only person entitled to cast such Member's vote on any matter brought to the Members for vote or decision.
- c) ANA will schedule an annual Member Meeting and will provide written notice at least thirty (30) days prior to all such meetings to each of the Members. Such written notice may be by email.

Section 4. *Membership Dues, Suspension or Termination of Membership.*

- a) Funding. The Alliance will operate on a not-for-profit basis. However, the Advisory Board may assess annual membership dues and other special fees to offset expenses and support the activities of the Alliance. Members may also contribute in-kind services or additional funds, and Members may solicit grant funding for Alliance programs.
- b) Payment. Each Member will be responsible for payment of annual dues in the amount and by the date set by the Advisory Board. A written notice will be sent to any Member that has not paid its dues within thirty (30)

- business days after the date dues are required to be paid. Such written notice may be by email and postal mail.
- c) **Dues Delinquency.** A Member will be considered delinquent in its dues if the required dues payment has not been received within sixty (60) days after issuance of the Dues Notice. If a Member becomes Dues Delinquent, then such Member's rights are suspended and its membership in the Alliance is terminated on the date the Member becomes Dues Delinquent.
 - d) **Involuntary Suspension or Termination.** A Member may be suspended or terminated by a two-thirds vote of the Advisory Board if a Member's actions or omissions are incongruent with the mission or needs of the Alliance. Members may appeal the decision of suspension or termination to the Advisory Board within sixty days of the final decision.
 - e) **Withdrawal from Membership.** A member may withdraw from the Alliance at any time by providing written notice, which shall be effective upon receipt of such notice or upon such later date as specified in such notice.
 - f) **Effect of Withdrawal or Termination of Membership.** A Member who is terminated by the Board or who withdraws from the Alliance shall have no further interest or participation in any of the activities of the Alliance. No withdrawal or termination shall relieve a Member from full payment of any and all dues and other fees and assessments remaining unpaid on the date of withdrawal or termination. Upon withdrawal or termination of membership, a Member shall not be entitled to a refund of any amounts paid during membership.
 - g) **No Transfer.** No Member shall be permitted to transfer its membership to another person or entity without the prior written consent of the entire Board.

Article V

■ Meeting of Members

Section 1. *Place of Meetings.* All meetings of the Members shall be held at such place and at such times as may be fixed by ANA with the advice of the Advisory Board. Meetings may be held by electronic means.

Section 2. *Annual Meetings.* Annual meetings of Members may be held on such date and at such time as shall be designated by ANA and stated in the notice of the meeting.

Section 3. *Special Meetings.* Special meetings of the Members may be called at any time by ANA or at the request of a majority of the Members.

Section 4. *Notice of Meetings.* Written notice of each meeting of the Members, annual or special, stating the place or telephone conference number, date and hour of the meeting, and in the case of a special meeting, the purpose or

purposes for which the meeting is called, shall be given not less than thirty (30) days before the date of the annual meeting and ten (10) days before the date of a special meeting, to each Member entitled to attend such meeting. Emergency meetings may be called upon reasonable notice to the members.

Section 5. *Voting.* Proxy voting shall be permitted in the event a member is not able to attend in person.

Section 6. *Action Without Meeting.* Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting, if consent or consents in writing or by electronic transmission, setting forth the action so taken, shall be sent to ANA's designated contact by a majority of the Members.

Section 7. *Consensus.* Consensus of Members will be sought on public policy items presented for approval. Consensus, as the term is used herein, is defined as agreement by two-thirds of all Members of the Alliance

Article VI

■ Advisory Board

Section 1. *Purpose.* The Advisory Board will make recommendations regarding Alliance programs, establish positions of the Alliance, set the dues for membership, describe the mission and goals of the organization, and create the strategic plan of the Alliance in alignment with those of the Members in the area of quality

Section 2. *Composition.* The Advisory Board shall consist of:

- a) Nine (9) persons who are voting representatives of Convener Nursing Organizations and appointed by each Convener Nursing Organization.
- b) Three (3) persons who are voting representatives of National Nursing Organizations who are elected by a majority vote of the Alliance Advisory Board in office at the time of such election.
- c) Three (3) persons who are voting representatives of consumer organization Members who are elected by a majority vote of the Alliance Advisory Board in office at the time of such election.
- d) Two (2) persons who are voting representatives of other Members of the Alliance who are elected by a majority vote of the Alliance Advisory Board in office at the time of such election.
- e) The Board may appoint two liaison positions as non-voting, non-dues paying members of the board for the purpose of providing specific expertise as determined by the board.
- f) The Board may appoint liaison positions as non-voting, non-dues paying members of the Advisory Board for the purpose of providing specific expertise as determined by the Advisory Board.

Section 3. *Terms of Office.*

- a) Convener Nursing Organizations may designate their representatives to the Advisory Board without limitation on the time served as such representatives, subject to Section 4 and other qualifications or office as defined in these bylaws or the policy adopted by the Advisory Board.
- b) Term limit for those appointed under Section 2. b., c., and d., shall be appointed for two years and can be reappointed without limit on the number of terms served.

Section 4. *Resignation and Removal.* An Advisory Group representative:

- a) May resign at any time by written notice;
- b) May be removed (and his or her successor appointed) at any time during the representative's term of office by the Member represented by such person; and
- c) Shall be deemed to have resigned if he or she fails to attend two consecutive Board meetings without good reason.

Section 5. *Duties.* Consistent with allocated funds for the Alliance, the Advisory Board will provide advice to ANA in connection with the Alliance agenda and programs. When appropriate the Advisory Board may take positions and issue statements regarding mission related matters. The Advisory Board shall:

- a) Review the Mission Statement contained in Article II of these Bylaws for accuracy and continued relevance;
- b) Exercise responsibility for the approval of the establishment of all Work Groups of the Alliance;
- c) Develop or approve Alliance policy or position statements;
- d) Exercise responsibility for the Alliance's annual budget in collaboration with ANA.

Section 6. *Compensation.* Advisory Board Representatives shall serve without compensation by the Alliance.

Section 7. *Regular and Special Advisory Board Meetings.* The Chair will rotate among the Members. Two thirds of the Advisory Board representatives shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 8. *Action Without Attendance at Meeting.* Any one or more members of the Advisory Board may participate in a meeting of the Advisory Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting. In the absence of a meeting of the Advisory Board, members of the Board may

provide written consent to any action of the Board (1) if notice of the action is provided to all members of the Board prior to the taking of such action or (2) if consent to such action in writing [or by electronic transmission] is obtained from the minimum number of directors that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted. Any such written ballot, electronic transmission or consent shall be filed with the records of proceedings of the Advisory Board.

Section 9. *Conflicts of Interest and other Policies.*

- a) All Alliance Advisory Board members shall disclose to the designated ANA point of contact any professional or proprietary interest which may present a conflict of interest with respect to any matter pending before the Alliance or any of its Work Groups.
- b) If the interest disclosed will or is likely to prevent the Advisory Board member making such disclosure from objective voting on a pending matter, or a matter under discussion, or scheduled to be discussed by the Advisory Board, such Board member shall refrain from voting on or in any way participating in any decision on the matter.

Article VII

■ Officers

Section 1. *Appointment.* The Advisory Board shall have a rotating Chair elected by the Advisory Board to convene the Alliance Member and Advisory Board meetings. There shall also be a Vice Chair who shall assume the duties of the Chair in the Chair's absence.

- a) All officers shall be elected for a two year term and may be reelected for one additional term of two years.

Section 2. *Removal.* Any officer of the Alliance may be removed, with or without cause, by a two thirds vote of the Board.

Section 4. *Vacancies.* In the case of any vacancy in the office of the Chair, the Vice Chair shall fill the remainder of the unexpired term. In the case of a vacancy in any other office, a successor to fill the unexpired portion of the term may be elected by the Advisory Board.

Article VIII

■ Work Groups

Section 1. *Work Groups.* At its discretion, the Advisory Board can determine the need for and appoint a work group in support of the Alliance mission.

Section 2. Meetings of Work Groups. Each Work Group shall keep regular records of its meetings and report the same to the Advisory Board when required.

Article IX

■ Finance and Administration

Section 1. *Location.* The office of the Alliance shall be located at ANA.

Section 2. *Books.* There shall be kept a correct account of the activities and transactions of the Alliance, including a minute book, which shall contain a copy of these Bylaws, and a summary of the meetings of the Advisory Board.

Section 3. *Audit.* The financial records of the Alliance shall be audited annually in conjunction with the ANA audit and pursuant to ANA policies. The annual financial and/or audit report shall be provided to the Members.

Article X

■ Use of Name

Section 1. *Name.* The Advisory Board may, upon two-thirds vote, select a new name for the Alliance. The Advisory Board will send reasonable advance notice to all of the Members prior to the adoption of any new name.

Section 2. *Prohibition on Registration of the Name.* No Member shall register or attempt to register the name of the Alliance or any name, trademark, or service mark confusingly similar to such name, or register any second level domain name that uses the name in a way likely to create confusion regarding the ownership of the second level domain name, anywhere in the world.

Section 3. *Prohibition on Assertion of Rights in the Name.* Each Member agrees not to assert any rights in the name against any other Member or to object to the use of such name by such parties as long as their use of the name is in compliance with these Bylaws.

Section 4. *Limitations on the Use of the Name.* The Members agree that they will use the Alliance name only for the limited purpose of promoting the Alliance. No Member shall use such name or any name, trademark, or service mark confusingly similar to such name to promote, or refer to, other initiatives or groups.

Article XI

■ Antitrust Guidelines

The Alliance is organized to promote and achieve its Mission. The Alliance is not intended to become involved, and will not become involved, in the competitive business decisions of its Member organizations, nor will it take any action which would tend to restrain competition among and between such Members or Members of Members in violation of the antitrust laws.

The Alliance unequivocally supports the policy of competition served by the antitrust laws and intends to comply strictly with such laws. It shall be the responsibility of every Member of the Alliance to be guided by this policy of strict compliance with the antitrust laws in all Alliance activities. It shall be the responsibility of the Alliance's officers and Work Group chairpersons to ensure that this policy is known and adhered to in the course of activities pursued under their leadership.

Article XII

■ Liability

Section 1. *Protection of Members.* The Alliance Members shall be responsible for their own actions, and neither ANA nor other Members shall be liable for the wrongful act or omissions of other members.

Section 2. *Indemnification.* The Advisory Board may, in its sole discretion, allow to the fullest extent now or hereafter permitted by law, to indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that such person was a director, officer, employee or agent of the Alliance, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees.

Article XIII

■ Bylaw Amendments

These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted, by a two thirds vote of the entire Advisory Board.

Article XIV

■ Intellectual Property

The Alliance shall have the right to acquire, own and develop any interest in trademarks, copyrights and other non-patent intellectual property connected with or incidental to, the affairs of the Alliance, unless the material is identified as the sole property of an Alliance Member based upon the agreement between or among the Alliance and the Alliance Members.

Article XV

■ Notice

Section 1. *Written Notice.* Whenever, by law or these Bylaws, notice is required to be given to any director or Member, such notice shall be in writing and shall be given in person or by mail to such director or Member. If mailed, such notice shall be addressed to such director or Member at his or her or its address as it appears on the records of the Alliance, with postage thereon prepaid, and shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors or Members may also be given by courier service, electronic mail, or facsimile transmission.

Section 2. *Waiver of Notice.* Whenever any notice is required to be given by law or under the provisions of these Bylaws, a waiver thereof in writing and signed (either manually or electronically, in accordance with applicable law), signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article XVI

■ Dissolution

The Alliance may be dissolved at any time by a two thirds vote of the Advisory Board.