

Section 2 – Board Information

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Board of Directors – Responsibilities and Expectations 2024

As a **GROUP**, the Board of Directors for Teen Health Connection is responsible for:

- **Determining** the organization's mission and purpose.
- **Developing** and executing a strategic plan.
- **Ensuring** the integrity and effectiveness of Teen Health Connection.
- **Participating** in the evaluation of the Executive Director and sound management.
- **Ensuring** strong fiduciary oversight and financial integrity.
- **Enhancing** the organization's public image and identity.
- **Assessing** its own performance as the governing body of Teen Health Connection.
- **Stewardship** and resource development.

As an **INDIVIDUAL**, Board Members are expected to:

- **Know** Teen Health Connection's mission, policies, programs and needs.
- **Study** and understand the organization's financial statements.
- **Serve** as advocates and ambassadors for the organization by identifying financial resources and partnerships necessary to advance the mission.
- **Give** a meaningful personal financial donation.
- **Help** identify personal connections that can benefit the organization's standing and can influence public policy.
- **Prepare** for and actively participate in board meetings.
- **Follow** Teen Health Connection's bylaws, policies, and board resolutions.
- **Sign** an annual conflict-of-interest disclosure and update it during the year if necessary, as well as disclose potential and/or actual conflicts during meetings;
- **Maintain** confidentiality about all internal matters of the organization.

Source: Nonprofit Board Resource Center, May 2016

GENERAL BOARD MEMBER EXPECTATIONS IN NON-PROFIT ORGANIZATIONS

General Responsibility

Every non-profit organization has a board of trustees (sometimes called a board of directors). This board is responsible for ensuring the integrity and effectiveness of the organization in these ways:

- 1) The board is responsible for making sure the appropriate fiscal and legal controls are in place and fully utilized. This includes insuring that the treasurer and others who handle funds are people of expertise and integrity, making sure that adequate insurance is obtained and providing for an annual audit of program and funds, among other duties.
- 2) The board is responsible for ensuring the sound management of the organization. This is accomplished primarily by the selection of an effective executive director and is continued by making sure the executive director is held accountable through both formal and informal appraisal mechanisms.
- 3) The board is responsible, ultimately for funding the organization. While much of the specific work of funding may be shared amongst the board, community volunteers and delegated to staff, the board adopts the budget and is therefore responsible for raising the budget. This starts by each board member making a direct personal contribution to the budget. It also requires that each member be willing to solicit friends, businesses, civic and religious organizations, and foundations for funds.
- 4) Finally, but perhaps most important, the board is responsible for establishing and maintaining the organizational identity. This involves the shaping of the organization's vision, continually clarifying its business and making sure that there is a long-range, strategic planning process in operation.

Personal Responsibility

A truism among non-profit leaders is that every board should consist of persons who represent the three "W's". These are persons who are willing to **Work**, persons with some special **Wisdom**, and persons who have **Wealth** or access to wealth. This is really a very good description of an ideal board. Another way of looking at the important contribution of the individual board member is to examine three commitments each board member must make in order for the board to be really effective.

First, the board member must share the vision of the organization (Every adolescent empowered to be healthy, safe and successful) and be willing to help the organization do all that is possible to make that vision into a reality. There is, in other words, a philosophical/emotional commitment that should be made by the individual board member.

Second, the board member must be willing to support the work of the organization financially. Obviously, some can give far more than others, but everyone can give something. It is awkward at best and unethical in final analysis to ask financial support for an individual, corporation, or foundation for a cause to which one has not personally made a contribution. One hundred percent financial participation from the board is a necessary indication of the board's (and thus Teen Health Connection's) credibility. This is the financial commitment.

Finally, the board member should bring himself/herself to the work of the board. This includes the person's ideas, experiences, feelings, insights, fears, questions, etc. In short, board members should be willing to read the organization's materials, ask questions, think things through, make suggestions in the appropriate channels, and express honest feeling about reports and proposals. This is the personal commitment, and perhaps it is the most important.

Teen Health Connection Board of Directors Expectations

General	<ul style="list-style-type: none"> • Know board mission, goals, policy, programs, needs • Recruit effective new members • Follow the mission • Work to accomplish Board strategic plan goals • Represent Teen Health Connection actively in community
Time Commitment	<ul style="list-style-type: none"> • Board meets on the 3rd Thursday morning of each month from 7:30 to 9 except in January, July, and December • Annual retreat is held all day on the 2nd Saturday of the month in January, unless it is a holiday weekend • An end of year celebration is held on the 1st Tuesday in December • Board members are expected to serve on a committee and/or have additional responsibilities (i.e., Atrium Liaisons) • On average, board members volunteer 5 hours per month/ 60 hours per year • On average, board members who serve as a committee chair or as an officer volunteer 7 hours per month/ 84 hours per year
Attendance	<ul style="list-style-type: none"> • Critical to ensuring meetings are productive and support the success of our mission • Deemed resignation if two consecutive meetings are missed without prior communication with either the president or executive director • Deemed resignation if four meetings in a calendar year are missed • Meeting attendance is defined as being present for a minimum of 50% of time scheduled for regularly scheduled meeting, whether attending in person or virtually
Meetings	<ul style="list-style-type: none"> • Listen and participate • Prepare prior to meetings: read minutes, hand-outs, financials • Ask questions and raise issues • Vote with knowledge and understanding • Honor all voices • Be punctual • Stay focused on mission of Teen Health Connection • Be a team player and support team building
Avoiding Conflict	<ul style="list-style-type: none"> • Disclose potential business relationships that could lead to personal gain • Disclose potential conflicts with similar nonprofit service providers with like missions • Resolve internal conflicts: board to board – board to Executive Director • Avoid commitments that would divert your involvement from Teen Health Connection
Fund Raising	<ul style="list-style-type: none"> • Contribute continuously and generously • Be actively involved in fundraising such as donor cultivation and events • Take advantage of employer matching gift programs • Thank donors personally through mailed stewardship
Relationship with Staff	<ul style="list-style-type: none"> • Be advisors to Executive Director • Be aware of needs: clinical, program and administrative • Avoid asking staff for special favors

Teen Health Connection Board Committee Chair Welcome

Thank you for agreeing to chair a board committee for the Teen Health Connection. Each of the board committees serves a vital function in assisting the Teen Health Connection Board of Directors in fulfilling its duties.

Each board committee is assigned responsibilities as detailed in their individual Committee Charter. The board committee's authority is limited to that given by the Board of Directors as detailed in the board charter and the organizational bylaws. Unless specifically permitted the board committee does not directly instruct the Executive Director or Teen Health Connection staff but reports back to the entire board.

In general, the following items identify the duties of the chair in fulfilling this role

- To review the committee charter and the committee responsibilities
- To lead committee in developing an annual calendar of committee meetings and tasks
- To run the committee meeting
- To review and approve committee notes as prepared by Teen Health Connection staff
- To report to the Board of Directors at the monthly board meeting
- Such other duties as requested by the Board of Directors or the Executive Committee

Your assistance in chairing a board committee greatly enhances the ability of the Board of Directors to fulfill its duties and to ensure the effective functioning of Teen Health Connection. Your offering your time and talents to this role is greatly appreciated.

NDO1569595E

Renewal of Number

***** RENEWAL CERTIFICATE *****

POLICY DECLARATIONS

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

No. NDO1569595F

NAMED INSURED AND ADDRESS:

TEEN HEALTH CONNECTION INC

3541 RANDOLPH RD STE 206

CHARLOTTE, NC 28211

POLICY PERIOD: (MO. DAY YR.) From: 03/29/2022 To: 03/29/2023

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Non-Profit Directors and Officers

**IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER NDO1569595E IS RENEWED
FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.
THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.**

	PREMIUM
Non Profit Management Liability Coverage Parts	\$1,775.00
TOTAL:	\$1,775.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: **N.C. FARM BUREAU INSURANCE AGENCY, INC. (4773)**
PO Box 27427
Raleigh, NC 27611

Issued: **03/23/2022 9:04 AM**

By: 
Authorized Representative

UPC (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS,
COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF,
COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. NDO1569595F

Effective Date: **03/29/2022**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to the Management Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
DO-100	05/17	Directors and Officers Coverage Part
DO-101	05/17	Employment Practices Coverage Part
DO-220	05/17	Professional Services Exclusion
DO-244	05/17	Physician/Doctor Exclusion - Employment Practices
DO-280	05/17	Shared Aggregate Limit Endorsement
DO-283	05/17	Data and Security Plus Endorsement
DO-290	05/17	Fair Labor Standards Act Endorsement - Defense Costs and Indemnity Coverage
DO-298	05/17	Amendment of Prior or Pending Litigation Exclusion
DO-GTC	05/17	General Terms and Conditions
DO-NC	09/17	North Carolina State Amendatory Endorsement
Jacket	07/19	Policy Jacket

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

NON PROFIT MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NDO1569595F

Effective Date: 03/29/2022

12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

**TEEN HEALTH CONNECTION INC
3541 RANDOLPH RD STE 206
CHARLOTTE, NC 28211**

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 03/29/2022 To: 03/29/2023

Non Profit Directors and Officers Liability Coverage Part

ITEM III. LIMITS OF LIABILITY

a. Non Profit Directors & Officers	\$1,000,000	EACH CLAIM
b. Non Profit Directors & Officers	SHARED	IN THE AGGREGATE

ITEM IV. RETENTION: \$1,000 EACH CLAIM

ITEM V. PREMIUM: COMBINED

RETROACTIVE DATE: Full Prior Acts

PRIOR OR PENDING LITIGATION See form DO-298

Employment Practices Liability Coverage Part

ITEM III. LIMITS OF LIABILITY

a. Employment Practices	\$1,000,000	EACH CLAIM
b. Employment Practices	SHARED	IN THE AGGREGATE

ITEM IV. RETENTION: \$1,000 EACH CLAIM

ITEM V. PREMIUM: COMBINED

RETROACTIVE DATE: Full Prior Acts

PRIOR OR PENDING LITIGATION See form DO-298

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

NON PROFIT MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NDO1569595F

Effective Date: 03/29/2022

12:01 AM STANDARD TIME

Fiduciary Liability Coverage Part

ITEM III. LIMITS OF LIABILITY

a. Fiduciary Liability NOT COVERED

ITEM IV. RETENTION: NOT COVERED

ITEM V. PREMIUM: NOT COVERED

Shared Limit : All Purchased Coverage Parts

ITEM III. LIMITS OF LIABILITY \$1,000,000 IN THE AGGREGATE

ITEM V. COMBINED PREMIUM: \$1,775

ITEM VI. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Endorsement EOD (01/95)

AMENDED AND RESTATED BYLAWS
OF
TEEN HEALTH CONNECTION, INC.

ARTICLE I
OFFICES

Section 1.1 Principal office. The principal office of the organization shall be located at 3541 Randolph Road, Suite 206, Charlotte, Mecklenburg County, North Carolina 28211, or at such other place as the Board of Directors may from time to time designate.

Section 1.2 Registered office. The registered office of the organization if required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office.

Section 1.3 Other offices. The organization may have offices at such other places, either within or without the State of North Carolina, as the Board of Directors may designate or as the affairs of the organization may require from time to time.

ARTICLE II
BOARD OF DIRECTORS

Section 2.1 General powers. The business and affairs of the organization shall be managed by its Board of Directors. All powers of this organization, including the power to adopt bylaws and alter or amend the same, are vested in the Board of Directors.

Section 2.2 Duties. The duties of the Board of Directors of Teen Health Connection shall include, but not be limited to, the following:

- Determines the organization's purpose, mission, vision and values and ensures effective organizational planning.
- Ensures legal, ethical, moral and fiduciary integrity and maintains accountability.
- Determines, monitors, and strengthens the curriculum, programs and services of the organization.
- Ensures adequate financial and personal resources, approves financial plans, and oversees financial management.
- Hires, supports and evaluates the performance of the Executive Director.
- Recruits, orients, and trains board members and assesses overall board performance.

Section 2.3 Number, term and qualifications. The number of directors constituting the Board of Directors shall be not less than three nor more than forty as may be fixed by resolution duly adopted by the Board of Directors prior to the December meeting; and, in the absence of

such a resolution, the number of directors shall be the number elected as of the preceding December meeting.

Directors shall serve a term of three years and shall serve until their successors shall be elected and qualify. In the event of death, resignation, retirement, removal or disqualification of a director during her/his elected term of office, her/his successor shall be elected to serve until the expiration of the term of her/his predecessor. Directors need not be residents of the State of North Carolina.

Section 2.4 Election of directors. Directors may be elected throughout the year as qualified candidates are presented and those persons who receive a plurality of votes shall be deemed to have been elected. A director may serve a maximum of two consecutive terms unless there are circumstances in which the organization would benefit by a director serving in a longer capacity, provided, however, a director must be elected to his/her second term in the same manner as a new director is elected.

Section 2.5 CHS appointment. As long as the Exclusive Community Collaboration Agreement is in effect with Atrium Health, formerly known as Carolinas Health Care System, Atrium Health upon request tendered to the president, may appoint two individuals to serve as members of the Board of Directors. Such appointed directors shall hold a position of Assistant Vice President or higher with Atrium health and shall serve in the same capacity and for such term as otherwise allowed by these bylaws, provided, however, such appointed directors may not serve as an officer of the organization and may not have direct supervision of any of the organization's programs, practices, services lines or staff, including the Executive Director.

Section 2.6 Resignation. Any director of the organization may resign at any time by giving written notice to the Board of Directors, the President of the organization. The resignation of any director shall take effect upon receipt of such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 2.7 Removal. Any director may be removed at any time with or without cause by two-thirds vote of the directors at any regularly scheduled meeting at which a quorum of directors is present. Upon missing two (2) consecutive meetings without communication with the president or executive director or four (4) meetings within a calendar year, a director shall be deemed to have resigned.

Section 2.8 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the directors at any regularly scheduled meeting at which a quorum is present, or by a majority of the remaining directors even though less than a quorum, or by the sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of her/his predecessor in office. Any directorship to be filled by reason of an increase in the authorized number of directors shall be filled only by election at an annual meeting, or at a regular meeting of directors upon at least ten days' notice to the then serving directors.

Section 2.9 Compensation. The Board of Directors will not be compensated for their services but may be reimbursed for any or all expenses incurred by directors in attending regular and special meetings of the Board, and may be compensated for services, other than services as director, actually rendered to the organization.

No compensation, loan or other payment shall be paid or made to any officer, director, executive committee member, or substantial contributor to it, except as a reasonable compensation or allowance for authorized expenditures incurred on behalf of this corporation; and no part of the assets or net earnings, current or accumulated, of this corporation shall ever be distributed to or divided among any such person or private individual (pursuant to the prohibition contained in Section 501(c)(3) of the Internal Revenue Code).

ARTICLE III MEETINGS OF DIRECTORS

Section 3.1 Regular meetings. The Board of Directors may provide the time and place, either within or without the State of North Carolina, for the holding of regular meetings.

Section 3.2 Special meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. Such a meeting may be held either within or without the State of North Carolina, as fixed by the person or persons calling the meeting.

Section 3.3 Notice of meetings. Regular meetings of the Board of Directors may be held without notice. The person or persons calling a special meeting of the Board of Directors shall, at least two days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called, except where the election of new directors in excess of the number of then sitting directors is to be considered.

Section 3.4 Waiver of notice. Any director may waive notice of any meeting. The attendance by a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.5 Quorum. A majority of the number of directors fixed by these bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 3.6 Manner of acting. Except as otherwise provided in these Bylaws, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Any meeting of the Board of Directors where the Directors are not gathered at the same location may be held by teleconference or any other media through which the Directors participating in the meeting may hear or directly communicate with each other.

Section 3.7 Action requiring super majority vote. Notwithstanding any other provision contained herein, any action to establish or remove restrictions with regard to any investment accounts held in the name of the organization shall require the act of three-fourths of the directors present at a meeting at which a quorum is present.

Section 3.8 Presumption of assent. A director of the organization who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless her/his contrary vote is recorded, or her/his dissent is

otherwise entered in the minutes of the meeting or unless she/he shall file her/his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the Secretary of the organization within five days after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 3.9 Action Without Meeting. Action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if one or more written consents describing the action taken are signed by each of the Directors, whether before or after the action so taken, and filed with corporate records or the minutes of the proceedings of the Board. Action so taken is effective when the last Director constituting a majority signs such consent, unless the consent specifies a different effective date. Such consent has the effect of a meeting vote and may be described as such in any document. The consent of a Director to action taken without meeting may be in electronic form and delivered by electronic means.

Section 3.10 Technology Clause. Meetings may be conducted so that one or more participants may participate in a meeting by telephone conference call, video conference or other interactive means of conducting conference communications by means of which all persons participating in the meeting can hear each other. Participation shall constitute the person's presence at the meeting.

Section 3.11 Records and Reports. A written record documenting that each member was given notice of the meeting, minutes reflecting the names of participating members and a report on each vote shall be distributed to all members of the group and maintained at the Executive Director's Office.

Section 3.12 Committees of the Board. The Board of Directors, by resolution adopted by a majority of the number of directors fixed by these bylaws may designate committees on an *ad hoc* or standing basis, as shall be needed. Each committee shall have two or more directors serving and may also have non directors serve. Each committee shall be chaired by a board member. There shall at all times be an Executive Committee, a Governance Committee, and a Finance Committee on a standing basis.

ARTICLE IV OFFICERS

Section 4.1 Officers of the organization. The officers of the organization shall consist of a President, Vice-President, a Secretary, a Treasurer, and a Vice-Treasurer and such other officers as the Board of Directors may from time to time elect. Any two or more offices may be held by the same person, but no officer may act in more than one capacity where action of two or more officers is required.

Section 4.2 Election and term. The officers of the organization shall be elected by the Board of Directors and each officer shall hold office for a term of one year, or until his or her death, resignation, retirement, removal, disqualification or her/his successor shall have been elected and qualified.

Section 4.3 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment the best interests of the organization will be served thereby; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4.4 President. The President shall be the principal executive officer of the organization and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the organization. She or he shall sign instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the organization, or shall be required by law to be otherwise signed or executed. The President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time, or by these bylaws.

Section 4.5 Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice President, unless otherwise determined by the Board of Directors, shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him or her by the President, the Board of Directors, or these bylaws.

Section 4.6 Secretary. The Secretary, who shall also be known as the Recorder, shall: (a) keep and sign the minutes of the meetings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; and (c) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the President, the Board of Directors, or these bylaws.

Section 4.7 Treasurer. The Treasurer shall: (a) have authority to sign organizational checks in the situation where a dual signature is required; (b) present the annual and mid-year budget to the board; (c) sign the tax form prepared by the contracted CPA firm after the independent audit is completed; (d) present the final audit and auditors report to the board; (e) sign the annual North Carolina solicitors license; and (f) perform all of duties incident to the office of the treasurer and such other duties as from time to time may be assigned to him or her by the President, the Board of Directors, or these bylaws.

Section 4.8 Immediate Past President. The immediate past President of the organization may serve on the Board of Directors in an *ex officio* capacity.

Section 4.9 Vice-Treasurer. Vice-Treasurer shall assist the Treasurer in the performance of his or her duties, to the extent requested by the Treasurer or directed by the Board of Directors.

ARTICLE V CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 5.1 Contracts. The authority to sign contracts is defined in the internal controls of Teen Health Connection and are reviewed in the annual independent audit.

Section 5.2 Loans. No loan shall be contracted on behalf of the organization and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 5.3 Checks and Drafts. All checks, drafts, or other orders for the payment of money, issued in the name of the organization, shall be signed by such officer or officers, agent or agents of the organization, and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 5.4 Deposits. All funds of the organization not otherwise employed shall be deposited from time to time to the credit of the organization in such depositories as the Board of Directors may select.

ARTICLE VI GENERAL PROVISIONS

Section 6.1 Seal. The seal of the organization shall consist of two concentric circles between which is the name of the organization and in the center of which is inscribed SEAL; and such seal as impressed on the margin hereof is hereby adopted as the seal of the organization.

Section 6.2 Waiver of notice. Whenever any notice is required to be given to any officer or director by law, by the charter or by these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 6.3 Indemnification. Any person who at any time serves or has served as a director, officer, employee or agent of the organization, or in such capacity at the request of the organization for any other organization, partnership, joint venture, trust or other enterprise, shall have a right to be indemnified by the organization to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, actually and necessarily incurred by her or him in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the organization, seeking to hold him or her liable by reason of the fact that he or she or was acting in such capacity, and (b) reasonable payments made by her or him in satisfaction of any judgment, money decree, fine, penalty or settlement for which he or she may have become liable in any such actions, suit or proceeding whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the organization, seeking to hold him liable by reason of the fact that he or she is or was acting in such capacity, and (c) reasonable payments made by him or her in satisfaction of any judgment, money decree, fine, penalty or settlement for which he or she may have become liable in any such actions, suit or proceeding.

The Board of Directors of the organization shall take all such action as may be necessary and appropriate to authorize the organization to pay the indemnification required by this bylaw, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him or her.

Any person who at any time after the adoption of this bylaw serves or has served in any of the aforesaid capacities for or on behalf of the organization shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided

herein Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this bylaw.

Section 6.4 Fiscal year. The fiscal year of the organization shall be fixed by the Board of Directors.

Section 6.5 Amendments. Except as otherwise provided herein, these bylaws may be amended or repealed, and new bylaws may be adopted by the affirmative vote of a majority of the directors then holding office at any regular meeting of the Board of Directors.

Section 6.6 Disposition of Assets upon Dissolution. In the event of the dissolution of this corporation, to the extent allowed under applicable law, all the assets of the corporation shall be distributed to another organization which has qualified for exemption from taxation under § 501(c)(3) of the Internal Revenue Code. In the event that for any reason upon the dissolution of the corporation the Board of Directors of the corporation shall fail to act in the manner herein provided within a reasonable time, the senior judge of Mecklenburg County shall make such distribution as is herein provided upon the application of one or more persons having a real interest in the corporation or its assets.

ARTICLE VII CONFLICTS OF INTEREST

Section 7.1 Purpose. The purpose of the conflicts of interest policy is to protect the Corporation'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 Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Section 7.2 Definitions.

(a) Interested Person. Any Director, principal officer, or member of a Committee with Board delegated powers 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 business, investment or family:

(1) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement; or

(2) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or

(3) a potential ownership or investment interest in or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that exceed an aggregate of \$300 per year.

Section 7.3 Procedures.

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and all material facts to the Directors and members of Committees with Board delegated powers considering the proposed transaction or arrangement.

(b) Determining whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the Board or Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Committee members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

(1) An interested person may make a presentation at the Board or Committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

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

(3) After exercising due diligence, the Board or Committee shall determine whether the Corporation 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.

(4) 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 Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflicts of interest Policy.

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

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

Section 7.4 Record of Proceedings. The minutes of the Board and all Committee with Board-delegated powers shall contain:

- (a) 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.
- (b) 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.

Section 7.5 Compensation Committees.

- (a) A voting member of any Committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- (b) Physicians who receive compensation, directly or indirectly, from the Corporation, whether as employees or independent contractors, are precluded from membership on any Committee whose jurisdiction includes compensation matters.

Section 7.6 Annual Statements. Each Director principal officer and member of a Committee with Board delegated powers shall annually sign a statement that affirms that such person:

- (a) has received a copy of the conflicts of interest policy,
- (b) has read and understands the policy,
- (c) has agreed to comply with the policy, and
- (d) understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7.7 Periodic Reviews. To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.
- (b) whether acquisitions of physician practices and other provider services result in inurement or impermissible private benefit.

(c) whether partnership and joint venture arrangements and arrangements with management service organizations and physician hospital organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

(d) Whether agreements to provide health care and agreements with other health care providers, employees, and third-party payors further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

Section 7.8 Use of Outside Experts. In conducting the periodic reviews provided for in Section 7, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.

Teen Health Connection
Governance Committee Charter

The Teen Health Connection Board of Directors Governance Committee will assist the Board of Directors to ensure the effectiveness of the overall governance of the Board and the as needed organization as needed based upon the relationship with Atrium Health.

1. Membership. The Board of Directors President will appoint a Governance Committee Chair, and a Governance Committee will be formed consisting of no fewer than three (3) members. The Executive Director or other designated team member(s) will serve as organizational liaison(s) to the Committee. The Board may fill vacancies on the Committee and may remove a member from the Committee at any time, with or without cause.

2. Quorum. A majority of the Committee members, present and voting, will constitute a quorum.

3. Meetings. The Committee will meet no fewer than four (4) times per year, at the call of the Chair of the Committee or the Executive Director, and will maintain minutes of all meetings, which will be regularly approved by the Committee and made available for distribution to the Board. The Chair or the Chair's designee will provide a report at each Board meeting.

4. Responsibilities. The Committee has the following responsibilities:

a. Review this charter in February of each year and recommend any proposed changes to the Governance Committee for review.

b. At least annually, review Teen Health Connection's mission statement, vision statement, bylaws, D+O insurance, process for annual review of the Executive Director, Leadership Sustainability Plan, and other governance policies and practices that are not owned by Atrium Health and make recommendations to the Board as appropriate.

c. Review at least annually and make recommendations to the Board regarding the size, structure, charters, processes and practices of the Board and Board committees, including job descriptions for committee leadership and members.

d. Provide oversight of Board member participation, including attendance and giving quarterly.

e. Oversee orientation, education, and self-assessment programs for directors annually.

f. Educate and inform the Board, if requested by Executive Director or Executive Committee, on applicable legislation or regulatory rules affecting non-profits; provide initial formulation of position statement if necessary and recommend to the appropriate committee for further review and action.

g. Review at least annually and make recommendations to the Board regarding the selection of, and succession process for, the Chair of the Board and other officers.

- h. Develop and review a Diversity, Equity, and Inclusion (DEI) Action Plan to strengthen the Board's equitable capacity through their knowledge, culture, and actions annually.
- i. Such other responsibilities as requested by the Board of Directors or the Executive Committee.

Teen Health Connection
Finance Committee Charter

The Teen Health Connection Board of Directors Finance Committee will have primary financial management oversight and financial communication responsibilities to the entire Board.

1. Membership. The Board of Directors Chair will appoint a Finance Committee Chair, and a Finance Committee will be formed consisting of no fewer than (3) members, inclusive of the Treasurer (who may serve as Chair) and at least two other Directors. The Executive Director or other designated team member(s) will serve as organizational liaison(s) to the Committee. The Committee may include other non-Director persons whose experience in accounting, finance, or business may assist the Committee and the Board in the performance of their financial oversight responsibilities. The Board may fill vacancies on the Committee and may remove a member from the Committee at any time, with or without cause.

2. Quorum. A majority of the Committee members who are Board members, present and voting, will constitute a quorum.

3. Meetings. The Committee will meet no fewer than 6 times per year, at the call of the Chair of the Committee or the Executive Director, and will maintain minutes of all meetings, which will be regularly approved by the Committee and made available for distribution to the Board. The Chair or the Chair's designee will provide a financial status report at each Board meeting and include the Monthly Financial Dashboard Report.

4. Responsibilities. The Committee has the following responsibilities:

a. Review this charter in February of each year and recommend any proposed changes to the Governance Committee for review.

b. Review and make recommendations, with input from the Executive Director, to the Board regarding Teen Health Connection's budget, including the process used in developing the budget. The Committee will make a recommendation to the Board to approve or not approve the budget for the full and mid-year calendars. Upon approval by the Board of the budget, the Committee will provide monthly oversight and review of monthly budget variance reports.

c. Provide oversight to bank account transactions to ensure appropriate use of funds as well as monitor credit card transactions to ensure appropriate use of Teen Health Connection's credit.

d. Review and make recommendations to the Board regarding the establishment and termination of banking and similar relationships. Review Teen Health Connection's investments, including investment objectives, strategy, reporting, and performance. No funds may be withdrawn from investment accounts without the Committee's recommendation to do so.

e. Lead Board review of Teen Health Connection's strategy for long-term financial sustainability, including monitoring investment performance.

f. Participate in negotiations between Teen Health Connection and Atrium Health regarding fund movements between the organizations and provide oversight of these fund flows.

g. Review the impact of and make recommendations to the Board on any significant non-budgeted opportunity as per the *Policy for Inter-Year Budget Changes*. This policy stipulates the Committee will provide a document that

addresses the following areas: request summary; budget impact; return on investment or narrative justification; and Committee recommendation.

Teen Health Connection
Executive Committee Charter

The Teen Health Connection Board of Directors Executive Committee will act for the Board between regular meetings.

1. Membership. The Executive Committee will be comprised of the President of the Board of Directors (who will also serve as Chair of the Executive Committee) and the other officers of the organization. The Executive Director or other designated team member(s) will serve as organizational liaison(s) to the Committee.
2. Quorum. A majority of the Committee members, present and voting, will constitute a quorum.
3. Meetings. The Executive Committee will meet prior to each board meeting or at the call of the Chair of the Committee or the Executive Director, and will maintain minutes of all meetings, which will be regularly approved by the Committee and made available for distribution to the Board. The Chair or the Chair's designee will provide a report at each Board meeting.
4. Responsibilities. The Committee has the following responsibilities:
 - a. Review this charter in February of each year and recommend any proposed changes to the Governance Committee for review.
 - b. Serve as an advisor to the Executive Director, providing consultation, support and guidance on an informal basis as requested.
 - c. Exercise the full power of the Board of Directors to act between meetings of the Board upon matters which, in the judgement of the Committee, are of such a nature as to require action prior to the next regular meeting of the Board but do not require call of a special meeting of the Board.
 - d. Monitor the performance of the Executive Director, conduct his or her annual performance review, and make recommendations to the Board regarding the Executive Director's performance goals in collaboration with Atrium Health for the subsequent year.
 - e. Manage the relationship with Atrium Leadership as it relates to Teen Health Connection (the non-profit's) initiatives. Also, provide oversight over the Atrium Board Liaison's role and performance.
 - f. Monitor the performance of the Board Committees, and authority to make changes to the Board Committee chairs and membership.
5. Limitation of Authority. The Executive Committee will not have the power to:
 - a. Amend the Bylaws.
 - b. Appoint or remove Directors, or the Executive Director.
 - c. Approve a dissolution or merger or sale of substantially all of Teen Health Connection's assets.
 - d. Adopt and/or change the budget.
 - e. Take any action that is contrary to, or a substantial departure from, the direction of the Board, or which represents major change in the strategy, business or policy of Teen Health Connection.

Approved 03/2023 Revised 11/27/2023 NL

Teen Health Connection

Nominating Committee Charter

The Teen Health Connection Board of Directors Nominating Committee will seek and nominate qualified candidates for election to the Board of Directors.

The Board may fill vacancies on the Committee and may remove a member from the Committee at any time, with or without cause.

1. Membership. The Board of Directors Chair will appoint a Nominating Committee Chair and a Nominating Committee will be formed, consisting of no fewer than 3 members. The Executive Director or other designated team member(s) will serve as organizational liaison(s) to the Committee.

2. Quorum. A majority of the Committee members, present and voting, will constitute a quorum.

3. Meetings. The Committee will meet no fewer than 4 times per year, at the call of the Chair of the Committee or the Executive Director, and will maintain minutes of all meetings, which will be regularly approved by the Committee and made available for distribution to the Board. The Chair or the Chair's designee will provide a report, as needed, at Board meetings.

4. Responsibilities. The Committee has the following responsibilities:

a. Review this charter in February of each year and recommend any proposed changes to the Governance Committee for review.

b. Develop a pool of potential candidates for consideration to fill vacancies as a result of term completion, resignation or noted gaps on the Board of Directors.

c. With input from the Executive and Governance Committees, determine areas of skills and talents needed by the organization.

d. Direct the distribution of Board applications from the organization to potential candidates and determine whether to move the candidate forward in the process.

e. Arrange for a meeting between the potential candidate and the Executive Director unless candidate has already met the Executive Director.

f. A minimum of two nominating committee members will interview the candidate.

g. Recommend new members to the Board in October unless there is a specific need to approve new board members outside of the annual process as directed by either the Board Chair or the Governance Committee.

h. Such other responsibilities as requested by the Board of Directors or the Executive Committee.

Revised 11/2023 NL

Process for Nominating Officers:

- Governance Committee will conduct review the following to determine the “fitness” of a member to serve as an officer: giving record (note that amount is irrelevant and not disclosed), attendance record, degree of participation, responsiveness, and previous board committee experience.
- Governance Committee will include questions in the annual survey (deployed in June) to solicit interest in officer positions as well as interest in continuing to serve as an officer if currently serving.
- Governance Committee will provide factual information only from the “fitness” review and the survey responses to the Nominating Committee.
- Nominating Committee will solicit input from the current Board President and the Executive Director on current officers’ performance and interest.
- The Nominating Committee will consider the information provided by the Governance Committee as well as the skill sets of the Board members identified through the annual Survey and observations.
- In October, the Nominating Committee will develop a proposed slate of officer candidates and recommend and present it to the current Board President and the Executive Director for input.
- The Nominating Committee will finalize its recommendation and present the proposed slate to the full Board for approval in November.

Process for Nominating Board Members:

- Individual referred or identified as potential candidates
- Informational meeting with The Executive Director and Teen Health Connection tour
- If both parties still interested: The Board application will be sent to potential new Board member
- Upon return, the application will be reviewed by the nominating committee and Executive Director and a formal interview will be scheduled.
- Formal interview - Nominating Committee members or additional Board Members (two Board Members must be present)
- If all agree, move to nominate to the Board.

Overview of the New Board Member Onboarding Agenda

The Teen Health Connection Board of Directors' onboarding agenda is designed to take place over the following time frame:

- 1) Board Orientation: 2-4 weeks (familiarization with Teen Health Connection)
- 2) Board Onboarding: 6 months (familiarization and integration with the Board)

The objectives of the onboarding agenda are to introduce the New Board Member ("NBM") to *Teen Health Connection* – its mission and operating model – and to the Board of Directors. Additionally, the onboarding agenda is designed to foster a deeper sense of connection with the organization such that Board members can be energetic advocates for and stewards of Teen Health Connection in their personal and professional lives. Specifically, the onboarding agenda is designed to help build an understanding of the following

- **The organization, its mission, and strategic objectives**
- **The organization's financial drivers and fiscal controls**
- **The Board of Directors' roles and responsibilities**

Board Orientation (first 4 weeks following confirmation)

I. Teen Health Connection Walkabout

The Teen Health Connection Walkabout will consist of introductory meetings with key Teen Health Connection staff members. If possible, orientation will be done on site at Teen Health Connection by the annual retreat in January. These meetings will provide introductions to key staff and provide content for the Orientation Learning Objectives (section III below).

Meetings will be scheduled with:

- Executive Director
 - Senior Development Officer
 - Adolescent Medicine Medical Director
 - Director of Health Education, Prevention and Research
 - Behavioral Health Manager
 - Chief of Psychology
- Coordinated by: Administrative Assistant

II. Board Chair Welcoming Call

The Board Chair will hold a Welcoming Call with each NBM. This call will serve to introduce the chair to the NBM. Additionally, the NBM will be encouraged to read the Board Binder for added detail and context. The Welcoming Call with the Board Chair will cover:

- Introduce themselves and get to know NBM
- Provide contact information
- Share personal history with and commitment to Teen Health Connection and their personal experiences as a Board member.
- Any priorities for the current board year.

Coordinated by: Board Chair

III. Orientation Learning Objectives

The scheduled introductory meetings with Teen Health Connection team are intended to provide the content to the following questions.

1. What is the overall Mission of Teen Health Connection?
2. How long has Teen Health Connection been in service of teens? How has the organization changed over time?
3. Who does Teen Health Connection primarily serve?
4. What is the relationship with Atrium Health? How do the two organizations work together? Where do they operate independently?
5. What programs and services does Teen Health Connection offer? Which program offerings are the largest, by participation? Which programs are the largest by revenue? In what areas are Teen Health Connection's services growing?
6. What are the major events and milestones on Teen Health's annual calendar?
7. What are the major sources of the Organization's revenue (e.g. grants, in-kind donations, billings)?
8. Explain, at a high level, the fundraising strategy for the Teen Health Connection's Development team. How might this change? What is the Board Member's role?
9. What are the major sources of operating expenses?
10. What is the overall operating budget for Teen Health Connection? In what ways is this expected to change over time going forward?
11. Who are the key leaders within Teen Health Connection – both administrators and clinicians?
12. What are current issues/opportunities/concerns for the Organization's Executive Director?
13. Where is the online repository for all Board-related information?

Where applicable the content will be covered in the appropriate meeting.

IV. Third Party Resources

There are additional third-party resources that can be leveraged to develop a deeper understanding of Board functioning. NBMs are encouraged, at their own pace, to review the materials that are available on the board portal:

The Governance Committee is working to develop resources for both NBMs and returning Board Members that will be available on the board portal.

V. Board Buddies

You will be paired with a current Board Member, who will serve as a contact and support as you become familiar with the board and the organization. An introductory email will be sent within 2 weeks of board approval of the New Board Member nomination.

Board Onboarding (Week 4 through Month 6)

I. Introduction to the Board's leadership, committees, and governance

The Onboarding period is designed to integrate the NBM into the operations of the Board. Onboarding also introduces the NBM to the Board Committees to provide a comprehensive understanding of the Board's current issues, scope of oversight, and team norms. This includes a meeting with each committee chair and attending each board sub-committee once to determine which committee is the best fit for the New Board Member.

The objectives of Onboarding are to present:

- The Board committees and their scope
- The Board's operations at a deeper level
- Key issues and discussions currently ongoing within the Board
- Examples of individual Board member involvement
- Board norms and working styles

II. Introduction to the Board's Role in team's Strategic Plan

The Board of Directors and Teen Health Connection staff have worked to develop a multi-year vision

for the Organization in the form a Strategic Plan. The role of the Board is to ensure: (1) there is an updated strategic plan, (2) The strategic plan is aligned with the Mission of the Organization, and that (3) the Organization is on track with its specific actions. The areas of board involvement in the strategic plan will be discussed with the NBM when learning about the executive committee.

III. Personal Contribution Pledge

The NBM will meet with the senior development officer to discuss an individual Annual Contribution and fundraising participation goals.

IV. Onboarding Learning Objectives

The introductory meetings with the board committees are intended to provide answers to the following questions.

1. What is the role of each committee on the Board?
2. What is the scope of each committee? How does the committee relate to the board?
3. What are the responsibilities of the Board? How does the board relate to the Teen Health Connection leadership?
4. What ways are the different ways board members can contribute expertise, perspective, and oversight?
5. What are current agenda items, issues, and opportunities that Board Committees are discussing?
6. What is the status of Teen Health Connection's finances? Is the organization fiscally sound?
7. How can you use your network, capabilities, expertise to advance the Mission of Teen Health?
8. Determine which committee would best fit New Board Member skills and interests.

Executive Director Evaluation Policy and Process

An annual formal in-person assessment of executive performance shall be carried out by the Board President and Vice President with input of the Board of Directors. The plan for assessment will be developed in conjunction with the Executive Director. Assessment criteria and standards will be specified prior to the appraisal and will take into consideration applicable goals established by Atrium Health for the Executive Director. The timing for establishing goals and of the assessment will align with that of Atrium Health. Results of the evaluation will be given to the board and the Executive Director prior to the evaluation session. The executive will have the opportunity to comment, respond, include other assessment information and suggest developmental ideas prior to and during the evaluation session.

Draft process outline for an evaluation, beginning with goal setting:

- *4th quarter of each calendar year, Executive Committee and Executive Director establish at least one goal specific to the non-profit organization which will include, at a minimum, required competencies and the strategic plan. Executive Director and Executive Committee identify other goals established by Atrium Health that are applicable to the non-profit. The evaluation approach will include the Atrium self-reflection and could include such things as an executive performance survey, evaluation of performance to plan, and/or evaluation of strengths and weaknesses.*
- *January of each calendar year, Board of Directors approves goals which will include the non-profit specific goal(s) described above as well as other goals established by Atrium Health identified as applicable to the non-profit.*
- *Executive Director will provide a monthly written report of goal achievement in Board of Director pre-read materials.*
- *During the 4th quarter of each calendar year and no later than the end of November, pre-determined evaluation process used to evaluate performance through the end of the third quarter, recognizing some goals will not be completed within that timeframe and could carry to the next calendar year.*
- *No later than November 30 of each calendar year, the Chair of the Board of Directors shares the results with Atrium Health.*

TEEN HEALTH CONNECTION

LEADERSHIP SUSTAINABILITY PLAN

Mission: To improve the health of adolescents by providing physical and mental healthcare, education, advocacy, leadership development, and research through connections among adolescents, parents, and the community.

Vision: Every adolescent empowered to be healthy, safe, and successful.

Values: We believe that every individual deserves respect.

We believe in a safe, inclusive, and family-centered environment.

We believe in education and advocacy at every opportunity.

We believe in caring and compassion.

We believe that adolescents, parents, and the community all have ownership in assuring safe passage from adolescence to adulthood.

We believe that every adolescent deserves opportunities to be successful.

This plan encompasses the immediate business and daily operations of Teen Health Connection's nonprofit 501(c)(3) enterprise in the event of a significant transition in leadership, including of the Executive Director and Post-Award Finance Coordinator. This includes planned resignations OR an emergency transition that is: A) immediate and temporary (e.g., the teammate will return after a period no longer than six (6) months), or B) immediate and transitional (e.g., there is not appropriate time to recruit and onboard a replacement).

This plan serves as a complement to Teen Health Connection's organizational strategic plan in the event that a planned or unplanned transition in organizational leadership takes place. This plan will be reviewed and updated annually by Teen Health Connection's Executive Director and the Governance Committee of the Board of Directors, and as needed based on determination by the Executive Director and President of the Board of Directors.

Key Succession Roles

Nonprofit Leadership Team

- Throughout the Executive Director succession process, Teen Health Connection's Nonprofit Leadership Team is responsible for:
 - Providing group peer supervision to department leaders
 - Ensuring teammates adhere to organizational policies and procedures, including those around trauma-informed care, annual professional development, etc.
 - Communicating information about succession and organizational planning to teammates and maintaining positive teammate morale
 - Overseeing the daily functions of Teen Health Connection's programs and service lines and working with the Interim Executive Director to ensure organizational success
 - Communicating new and ongoing organizational and departmental needs to the Succession Liaison and Interim Executive Director throughout the succession of the Executive Director
- The Nonprofit Leadership Team is composed of the following:
 - Chief Psychologist Assessment Services
 - Coordinator of Behavioral Health Services Behavioral Health Clinical Services
 - Development Officer- Communications
 - Director Research and Evaluation
 - Post-Award Finance Coordinator (if not serving as Succession Liaison)
 - If members of this Leadership Team are not able to carry out the additional responsibilities necessary for the Leadership Sustainability Plan due to planned leave, etc. then the committee will proceed without their representation.
- The Nonprofit Leadership Team is specific to Teen Health Connection's nonprofit operations but will consult with leadership representatives from Atrium Health and Teen Health Connection's Clinical Practice Manager in order to help ensure that the business needs of the 501(c)(3) nonprofit enterprise are addressed without conflict.
- When Executive Director succession occurs, members of the Nonprofit Leadership Team will serve on the search committees for both the Interim Executive Director (if necessary) and the replacement Executive Director and will support the operations of the nonprofit, including public relations and donor stewardship, under the leadership of the Succession Liaison and Interim Executive Director.

Executive Director

- In the event of a planned succession of Executive Director (e.g., retirement or planned resignation) where a minimum of three to six months of advanced notice is provided, the outgoing Executive Director will serve as the Succession Liaison to co-chair the Executive Director Search Committee and to provide support for the administrative procedures of the replacement Executive Director search process. If the outgoing Executive Director can continue to fulfill her or his duties until a replacement Executive Director is identified, no Interim Executive Director will be identified.

- In the event of a planned succession of Executive Director, the outgoing Executive Director will provide a period of onboarding, training, and co-leadership with the replacement Executive Director for a period of thirty to ninety days at the discretion of the Board of Directors.

Succession Liaison

- In the event of Executive Director succession, the roles of “Succession Liaison-Services and Programs” and “Succession Liaison-Finance and Business Operations” will be created for the purpose of ensuring smooth ongoing services, programs and business operations of Teen Health Connection and implementation of the succession plan.
- If Teen Health Connection’s Executive Director plans to fully return to her or his duties after a period no longer than six (6) months, the Post-Award Finance Coordinator will assume the role of Succession Liaison-Finance and Business Operations and Teen Health Connection’s Chief Psychologist will assume the role of Succession Liaison-Services and Programs, providing internal support and is the external leader representative for all Executive Director duties not related to finance and business operations.
- In the event of a planned (e.g., 3-6 months advance notice of retirement or resignation) succession of the Executive Director, the outgoing Executive Director will continue her or his leadership responsibilities and will serve in both Succession Liaison roles until a replacement Executive Director is identified.
- In the event of an unplanned (e.g., less than 3 months advance notice of the Executive Director absence or separation) succession of the Executive Director, the Succession Liaisons will serve as temporary, informal Interim Executive Director and will serve on the search committees for both the Interim Executive Director and the replacement Executive Director. In this case, the Post-Award Finance Coordinator will assume the role of Succession Liaison-Finance and Business Operations including development and Teen Health Connection’s Chief Psychologist will assume the role of Succession Liaison-Services and Programs, providing internal support and is the external leader representative for all Executive Director duties not related to finance and business operations. If the Post-Award Finance Coordinator is unable or unwilling to assume these responsibilities, the Succession Liaison-Services and Programs will assume the finance and business operation leadership responsibilities with the support and expertise of the Board of Directors Treasurer and Vice Treasurer. If the Chief Psychologist is unable or unwilling to assume these responsibilities, a representative nominated by Teen Health Connection’s Nonprofit Leadership Team and approved by the Board of Directors Executive Committee will assume the role of Succession Liaison-Services and Programs.
 - In the event the Post-Award Finance Coordinator does not assume the position of Succession Liaison, she or he will remain responsible for the activities included in this Succession Plan assigned to the “Post-Award Finance Coordinator.” If the Post-Award Finance Coordinator does assume the role of Succession Liaison, she or he will be additionally responsible for activities included in this Succession Plan that are assigned to the “Succession Liaison.”
- The Succession Liaison roles are temporary and existing responsibilities of the Succession Liaisons will be shifted to accommodate for additional duties. In the event that the Post-Award Finance Coordinator assumes the role of Succession Liaison, Teen Health Connection will expand its contract with its existing external Certified Public Accountant (CPA) to support their current

responsibilities. The Post-Award Finance Coordinator and Chair of the Finance Committee will work with the external CPA to redistribute responsibilities and oversee work.

- The role of Succession Liaison will not impact existing Atrium Health job descriptions or position hierarchies, or modifications to current salary or rate of pay.

Interim Executive Director

- In the event that Teen Health Connection's Executive Director cannot fulfill their essential job duties related to the nonprofit's business operations during the search process for the replacement Executive Director, does not provide sufficient advanced notice of resignation (e.g., less than three months), an Interim Executive Director will be identified and hired as an external contractor or short-term employee.
- The Interim Executive Director will be responsible for fulfilling duties as outlined in the job description of the Executive Director, including:
 - Overseeing Teen Health Connection's immediate nonprofit business operations
 - Providing support for Teen Health Connection's behavioral health and assessment services, health education and prevention programs, and development (fundraising for contributed revenue, grants and communications) as needed
 - Supporting teammate culture and morale
 - Maintaining relationships with current donors and funders, community-based partners, and Atrium Health during the search process for the replacement Executive Director.
 - Serving on the search committee for the replacement Executive Director (see Executive Director Search Process)
 - Serving as a liaison between Teen Health Connection's teammates and the Board of Directors
 - Meeting monthly with the President and Vice President of the Board of Directors to provide an update on responsibilities
 - Supporting the Board of Directors at their discretion.
- No shifts in Teen Health Connection's programs, budget, infrastructure, strategic plan, stewardship plan, or other internal controls will occur under the direction of the Interim Executive Director. If changes are necessary in response to current events, they will be planned and implemented with the full engagement of Teen Health Connection's Nonprofit Leadership Team and the Executive Committee of the Board of Directors.
- The Interim Executive Director will be evaluated on a regular basis as decided and conducted by the Succession Liaison and the President and Vice President of the Board of Directors, and/or a board member designated by the President. Feedback from the Nonprofit Leadership Team, based on the experiences of the departments they represent, will be provided to the Succession Liaison, who will compile and share this information with the President and Vice President of the Board of Directors.

Interim Financial Accountant

- The Interim Financial Accountant is a contracted individual or firm who will fulfill the essential responsibilities of Teen Health Connection's Post-Award Finance Coordinator in the event of a planned or unplanned transition in this role.

Ongoing Professional Development

- To ensure Teen Health Connection's teammates, including those who would assume positions as the Succession Liaison, Nonprofit Leadership Team members, or teammates supporting

organizational transition, have the necessary knowledge, skills, and resources, teammates will have access to the following professional development resources and training opportunities as approved by teammates' managers based on business necessities:

- I. Charlotte Area Health Education Center (AHEC)
 - II. Atrium Health PeopleConnect and internal training resources
 - III. NC Center for Nonprofits
 - IV. Society for Adolescent Health and Medicine (SAHM)
 - V. American Academy of Pediatrics
 - VI. American Psychological Association
 - VII. Associations or advisory group relevant to department or practice area
- Financial support to participate in professional development opportunities may be provided through the Atrium Health EdAssist program. Teen Health Connection maintains limited resources to support travel for these opportunities. Prior approval is required for additional continuing educational funding, generally related to travel and expenses not eligible for EdAssist.
 - It is the responsibility of department managers to ensure that all reporting teammates participate in annual professional development related to their department or service areas. To ensure leadership sustainability during succession, it is the responsibility of the Executive Director to ensure that multiple teammates participate in annual professional development related to nonprofit management and stewardship, including topics on:
 - Donor Stewardship
 - Board Development
 - Grant Writing

Post-Award Finance Coordinator Transition Plan

In the event of a planned or unplanned transition in the role of Post-Award Finance Coordinator, Teen Health Connection's Executive Director will lead the search process for a new Post-Award Finance Coordinator and the Board Treasurer, Vice Treasurer, and Finance Chair will be included in the interview process. Teen Health Connection will utilize Atrium Health's Human Resources Department to aid in the recruitment and hiring process for this position. Members of the Finance Committee and the Executive Director will be responsible for orientation and onboarding for the new Post-Award Finance Coordinator once identified.

While the search process is underway, Teen Health Connection will contract with an external accounting firm or financial consultant to maintain all financial processes and internal controls, including mid-year and end-of-year budgets, grant application and reporting budgets, time and effort and teammate compensation, maintenance of financial records, teammate reimbursements, etc. This interim financial accountant will invoice Teen Health Connection and will provide a time and effort report monthly. The interim financial accountant will not be expected to participate in Teen Health Connection's team meetings or leadership meetings and will hold weekly meetings with the Executive Director.

Until a new Post-Award Finance Coordinator can be identified, Teen Health Connection's Associate Development Officer will be responsible for ensuring internal financial information is compiled

accurately and available in a timely way when requested by funders, donors, Board Committees, or other stakeholders. Teen Health Connection's Executive Director will maintain responsibilities for communicating with the Board of Directors and major funders and donors related to financial information and will disseminate these responsibilities as appropriate.

Executive Director **Transition Plan**

Executive Director Search Process

A search committee will be established to identify the Interim Executive Director and the replacement Executive Director. If the Executive Director cannot fulfill her or his responsibilities during the search process for the Interim Executive Director, the Succession Liaison will serve on the search committee and will help support the transition to the Interim Executive Director. Once identified, the Interim Executive Director will serve on the search committee until a replacement Executive Director can be identified through an extensive external search process. In the event that the Interim Executive Director applies for the position of replacement Executive Director, a representative elected from the Board of Directors or the Nonprofit Leadership team will serve on the search committee as a non-voting member responsible for the duties of the Interim Executive Director outlined below.

The search committee will be composed of:

- Executive Committee of the Board of Directors
- Up to two additional members of the Board of Directors
- Succession Liaison-Finance and Business Operations
- Succession Liaison-Programs and Services
- Coordinator of Behavioral Health Services responsible for outpatient therapy
- Atrium Health hiring manager responsible for Teen Health Connection's nonprofit enterprise

The search committee will be co-chaired by the President of the Board of Directors, unless another member of the Board is appointed by the President to fulfill this responsibility, and by the Succession Liaison-Finance and Business Operations. In the event of a planned (e.g., 3-6 months advance notice of Executive Director's retirement or separation) succession, the outgoing Executive Director will serve as Succession Liaison and will co-chair this committee and provide administrative support. During an unplanned succession, the Interim Executive Director will serve in an administrative role during the search process for the replacement Executive Director, responsible for search process logistics, working with Atrium Human Resources, and collaborating with the Atrium Health hiring manager. This search committee may meet weekly or as determined by the committee co-chairs to facilitate the search for the Interim and replacement Executive Directors. Meetings may take place in person or virtually at the discretion of committee co-chairs.

External assistance will be sought by the Board of Directors to facilitate a broad search for the replacement Executive Director, including consultation and contracting with a talent acquisition firm. This search committee will work with Atrium Health Human Resources to post the position within the Atrium Health system and for publicizing it more broadly.

The search committee will be responsible for reviewing applications, interviewing candidates virtually or in person, and making hiring recommendations. Candidates selected by this search committee as finalists will be interviewed individually by the Medical Director, the Atrium Health supervisor directly responsible for Teen Health Connection's operations, and the President and Vice President of the Board of Directors if not already conducted. All members of the Nonprofit Leadership Team will have an opportunity to interview final candidates virtually or in person. All interviewers, including members of the search committee, will submit independent ratings of candidates and a final hiring decision will be made by the President and Vice President of the Board of Directors and the Atrium Health supervisor directly responsible for Teen Health Connection's operations.

Nonprofit Program Operations

- I. In the event of an emergency transition in executive leadership or transition in operations, all programs and service lines will continue to operate and maintain existing reporting structures and funding levels.
- II. Teen Health Connection's Interim Succession Liaisons will meet weekly.
 - a. In the event that an Interim Executive Director is necessary, this Nonprofit Leadership Team can unanimously approve changes related to staff training, hiring and orientation of new staff, and matters that do not impact funding or staffing levels, public relations, or community partnerships. If agreement cannot be achieved and this committee deems that additional review is necessary, the Interim Executive Director will communicate the proposal to the President of the Board of Directors, who will determine whether the proposed changes should be delayed, approved through the Finance Committee, or if a subcommittee or full Board of Directors review is required.
- III. Program changes that represent substantial variations from Teen Health Connection's practice or procedures or that will substantially impact service/program staffing, service/program availability, service/program cost (see Budget in "Financial Operations"), or service/program functioning, must be reviewed and approved by the Executive Director or a subcommittee of the Board of Directors until a replacement Executive Director is identified.
 - a. This board subcommittee will be composed of:
 - i. Members of the Executive Committee of the Board of Directors (2+)
 - ii. Interim Executive Director
 - iii. Succession Liaisons
 - iv. Post-Award Finance Coordinator (if not serving as Succession Liaison)
 - v. Program area leader
 - vi. If the proposed changes are expected to influence Atrium Health business operations (e.g., staffing, billing, care standard), the Atrium Health leader responsible for Teen Health Connection's operations will be included on the committee.
 - vii. Teen Health Connection's Medical Director, Practice Manager, program managers, and other subject matter experts will be asked to participate when necessary.
 - b. This committee will assemble virtually or in person only if the need for programmatic changes arises. If the committee is convened, the Succession Liaisons or Interim Executive Director will assume administrative responsibility.

- IV. Teen Health Connection will continue to adhere to a trauma-informed care framework to “create a place where the story of every patient, family, teammate, and community partner is honored with understanding, respect, and compassion.”
 - a. Teen Health Connection’s Chief Psychologist or a designated teammate will continue to lead organization-wide initiatives to promote trauma-informed principles during Executive Director succession.
 - b. Utilizing the Trauma-Informed frameworks of the National Council for Behavioral Health and SAMHSA, Teen Health Connection:
 - 1) Realizes the widespread impact of trauma and understands potential paths for recovery
 - 2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system
 - 3) Responds by fully integrating knowledge about trauma into policies, procedures, and practices
 - 4) Resists re-traumatization

Communications, Public Relations, and Stewardship

- I. Teen Health Connection’s Development Officer-Communications will work with the Succession Liaison(s), Board President, and Vice President, and will consult with Atrium Health leadership to design a strategic public communications plan outlining the Executive Director transition, including social media, letters, and emails to Teen Health Connection’s list serves. Board announcements via email or social media should be delayed until individual notifications have been made.
- II. In the event of a planned succession (e.g., 3-6 months advanced notice):
 - a. The outgoing Executive Director will support the development and implementation of this communication plan and will be responsible for communicating the Executive Director search process and transition in leadership to major donors, funders, and community stakeholders outlined below, including Atrium Health, grant-making institutions, and community workgroups.
- III. In the event of an unplanned succession:
 - a. The President of the Board of Directors will serve as the primary contact for Atrium Health senior leadership until the replacement Executive Director is hired. The Board President will be responsible for maintaining the community collaboration between Teen Health Connection and Atrium Health.
 - b. The Development Officer-Contributed Revenue will be responsible for managing the communication of changes in executive leadership to all donors and will utilize one-on-one communication for major donors.
- IV. Grants-Making Institutions
 - a. The Grants Manager and Research Coordinator will serve as the primary contact for local, regional, and national grant-making institutions and will be responsible for communicating changes in organizational leadership. The Grants Manager and Research Coordinator will work closely with the Interim Executive Director, the Succession Liaisons, the Research and Evaluation team, and the Post-Award Finance Coordinator for the purposes of the annual funding applications, quarterly reports,

and annual site visits. This includes grants related to general operating support, such as those from local foundations, etc.

- b. Teen Health Connection's Chief Psychologist will serve as the primary contact for Mecklenburg County partners, including funding contracts and grants, and will be responsible for communicating changes in organizational leadership or nonprofit operations. The Chief Psychologist will work closely with the Interim Executive Director, the Succession Liaisons, the Research and Evaluation team, and the Post-Award Finance Coordinator on the submission of any contract applications, quarterly reports, and other requests. This includes (but is not limited to):
 - 1. Clinical and Contractual Services (CCS) and the Department of Social Services-Youth and Family Services (DSS/YFS)
- c. The Health Educator-Youth will serve as the primary contact for federal YDFC-related funding and will be responsible for communicating changes in organizational leadership or nonprofit operations. They will work closely with the Interim Executive Director, the Succession Liaisons, the Research and Evaluation team, and the Post-Award Finance Coordinator for the purposes of the annual funding application, quarterly reports, and annual site visits. This includes (but is not limited to):
 - 1. DHHS Drug Free Communities
 - 2. DHHS STOP Act

V. Partners and Community Workgroups

- a. All community workgroups that the Executive Director serves on will be informed of any changes to Teen Health Connection's executive leadership or nonprofit operations. Program area managers will determine if ongoing membership on specific workgroups is required and will identify suitable replacements.

VI. Teen Health Connection will maintain its routine internal and external communications. The Development Officer-Communications will be responsible for preparing these communications and will gather input from teammates and program managers. These tools will be used to provide updates on Teen Health Connection's search process for the replacement Executive Director.

- a. External Communications
 - i. Monthly Newsletter: Teen Health Connection's externally facing newsletter. Upcoming events, health topics, donor spotlights, program announcements, and patient stories are shared via the monthly Teen Health Connection newsletter. This newsletter is shared across individuals within Teen Health Connection's ConstantContact database.
- b. Internal Communications

Supervisory Responsibilities

- I. All programs and service lines will continue to operate and maintain current reporting and supervision structures.
- II. The Interim Executive Director, or the Succession Liaisons, will maintain HR-related supervisory responsibilities, including attendance and time approval. The Interim Executive Director will support program managers to fill existing staff vacancies, including working with Atrium Health Human Resources and participating in hiring processes.

- III. The Executive Director, Interim Executive Director, and Post-Award Finance Coordinator will work closely with the Atrium Health leader directly responsible for the daily business operations of the Teen Health Connection nonprofit enterprise. The President of the Board of Directors will be responsible for communicating with Atrium Health leadership beyond the Atrium Health leader directly responsible for daily operations in the event of Executive Director succession.
- IV. Operations Meeting
 - a. Teen Health Connection's Operations Team, including all program area managers, administrative leaders, Practice Manager, and Medical Director, will continue standing team meetings. The Succession Liaison will facilitate Leadership Team meetings until an Interim Executive Director is identified.
- V. Senior Leadership Team
 - a. Teen Health Connection's Practice Manager, Medical Director, Interim Executive Director, Succession Liaison, and the Atrium Health leader responsible for Teen Health Connection operations will maintain Senior Leadership meeting cadence. The Succession Liaisons will continue to serve on the Senior Leadership Team alongside the Interim Executive Director until a replacement Executive Director is identified.
- VI. Program managers will hold one-on-one weekly meetings for logistical support with the Interim Executive Director. This weekly one-on-one process will be suspended in lieu of team meetings until an Interim Executive Director is identified.
- VII. The Interim Executive Director will participate in regular performance evaluations as directed by the President of the Board of Directors. Feedback from the Leadership Team, based on the experiences of the departments they represent, will be provided to the Succession Liaison-Services and Programs, who will compile and share this information with the President of the Board of Directors.
- VIII. Any staff or patient complaints to Atrium Health or Human Resources will be addressed by the Atrium Health leader responsible for Teen Health Connection's operations and the program manager.

Board of Directors

- I. The Board of Directors will maintain the current meeting cadence. Board Committees will continue routine monthly meeting cadences.
- II. The Board of Directors will maintain its existing:
 - a. Roster/Membership
 - b. Board Member Terms
 - c. Bylaws, including:
 - i. Directors and Officers Insurance
 - ii. Conflict of Interest
 - iii. Onboarding Procedures
- III. The Interim Executive Director or the Succession Liaisons will serve as the primary point of contact between teammates and the Board of Directors and will hold weekly phone calls or virtual meetings with the President and Vice President of the Board of Directors to review agenda items, and other necessary financial or operational information. If matters require immediate attention between these weekly phone calls, the Interim Executive Director or Succession Liaisons will be responsible for contacting the President of the Board for consultation.

- IV. The Succession Liaisons and the Interim Executive Director will attend the Board of Directors monthly meetings until a replacement Executive Director is hired; other team members will attend Board meetings at the request of the Board.
- V. Board Dashboards
 - a. The Post-Award Finance Coordinator will continue to prepare a monthly Financial Dashboard for review at the monthly Board of Directors meetings.
 - b. The Associate Development Officer will continue to prepare a monthly Development Dashboard for review at the monthly Board of Directors meetings.
 - c. The Development Officer Communications will continue to prepare a monthly Communication Dashboard.
 - d. The Research and Evaluation team will continue to prepare monthly Program Dashboards for review at the monthly Board of Directors meetings in the following areas:
 - i. Medical volume and goals
 - ii. Mental health volume and goals
 - iii. Nursing volume
 - iv. Program specific reports (as available)
 - v. Health Topic Infographic for review at the monthly Board of Directors meetings
 - vi. Additional Dashboard metrics may be requested by the Board of Directors.
- VI. The Interim Executive Director or Succession Liaisons will attend the monthly Finance Committee meeting. The Chair of the Finance Committee will report information from this meeting to the Board of Directors during monthly meetings.
- VII. The Succession Liaisons will meet monthly with the President and Vice President of the Board of Directors. When/if selected, the Interim Executive Director will also meet monthly to provide an update on responsibilities to the President and Vice President of the Board of Directors.
- VIII. Any scheduled board re-elections, including those for new Board members and Executive Committee members, should be deferred during a period of Executive Director succession or in emergency situations such as a governmental state of emergency. If re-elections are scheduled to occur, the Board of Directors will vote to hold or delay re-elections. If re-elections occur, membership on any Search or other Board Committees will change according to open positions unless the Board approves maintaining committee membership.

Financial Operations

- I. The Post-Award Finance Coordinator, with the support of the Finance Committee of the Board of Directors, will retain primary responsibility for Teen Health Connection's financial operations until a replacement Executive Director is in place. These responsibilities will not transfer to the Interim Executive Director.
- II. Payroll
 - a. The Post-Award Finance Coordinator will assume responsibility for approving time and paid time off requests for all the Executive Director's direct reports, final payroll sign-off for all salaries reimbursed to Atrium and collecting Time and Effort reports. Managers will be responsible for approving time of their direct reports.
- III. Budget

- a. To inform strategic organizational planning during the succession of the Executive Director, the Post-Award Finance Coordinator will provide the Finance Committee and the Succession Liaisons, with an updated Year-to-Date budget including current revenue and expenses by program area/department each month.
- b. If Executive Director succession occurs during the annual budget process, the Interim Executive Director, Succession Liaisons, and the Post-Award Finance Coordinator (if not serving as Succession Liaison) will work with program managers to prepare a draft budget to be reviewed by the Finance Committee, prior to review and approval by the Board of Directors.
- c. The Succession Liaisons or the Interim Executive Director will work with the Post-Award Finance Coordinator and program managers to prepare budgets for funding applications and grant reports.

IV. Financial Authorizations

- a. Budgeted Expenses: All staff requests for budgeted expenses (e.g., food for evening programs; budgeted supplies) will be reviewed and approved by the Post-Award Finance Coordinator, according to existing internal controls.
- b. Non-Budgeted Expenses: The Succession Liaison-Finance and Business Operations or Interim Executive Director will provide approval for non-budgeted expenses (e.g., purchase of new curriculum, specific conference registrations) between \$0 and \$1,000. All requests for non-budgeted expenses over \$1,000 will be reviewed by the Succession Liaison-Finance and Business Operations or Interim Executive Director with final approval obtained through discussion with the Board Treasurer and or Vice Treasurer.
- c. Credit Cards: The Post-Award Finance Coordinator will retain responsibility for all credit cards and providing access to credit cards when needed. No teammates will be provided a personal Teen Health Connection credit card.

V. Investment/Reserve Funds

- a. Investment and Reserve funds held at the Atrium Health Foundation and the Foundation For The Carolinas will be ineligible for withdrawal by the Interim Executive Director unless prior approval is secured through the designated annual budgeting process, Board approval, or as outlined in the existing internal control for unbudgeted expense approval. The Post-Award Finance Coordinator will serve as the primary contact for these accounts.

VI. Checking Accounts

- a. The Post-Award Finance Coordinator will maintain primary responsibility for access to Teen Health Connection's checking accounts.
- b. In the event of an emergency succession of the Executive Director, all checks must be co-signed. The Treasurer and Vice Treasurer of the Board of Directors and the Succession Liaison (if not the Post-Award Finance Coordinator) or the Interim Executive Director will be designated as check co-signers until a replacement Executive Director is identified. If the Post-Award Finance Coordinator serves as the Succession Liaison-Finance and Business Operations, Succession Liaison-Services and Programs will be designated as a check co-signer until an Interim Executive Director is in place.
- c. The Interim Executive Director will not be included as an authorized check signer for any Teen Health Connection account.

- d. The Post-Award Finance Coordinator is responsible for reviewing the list of authorized check signers on the organization's checking accounts, and updates to the list of authorized signers will be made as changes occur to ensure that no delays in check writing take place.

VII. Internal Controls

- a. The Succession Liaisons, with the support of the Post-Award Finance Coordinator (if not serving as the Succession Liaison), will maintain responsibility for overseeing and updating Teen Health Connection's internal process controls as necessary.
- b. The Succession Liaison-Finance and Business Operations with the support of the Executive Director's Administrative Assistant will maintain a master list of all account passwords and access codes and will be responsible for updating and disseminating this information to teammates as needed. This includes online account passwords, financial information, etc.
- c. This emergency transition plan will be reviewed and updated annually by Teen Health Connection's Executive Director and the Governance Committee of the Board of Directors. The preferred cadence would be in preparation for the Board of Directors annual planning retreat or as key teammates in this plan transition from Teen Health Connection, or as additional unforeseen planning is required.

VIII. Contracts

- a. Atrium Agreement: The exclusive collaboration between Atrium Health and Teen Health Connection will be managed by the Executive Director and President of the Board of Directors. The President of the Board of Directors will remain the point of contact for Atrium Health and the exclusive community collaboration while an Interim Executive Director is in place and until a replacement Executive Director is identified.
- b. Lease: Any lease renewals or changes to the lease will be reviewed by the Interim Executive Director or Succession Liaison-Finance and Business Operations, Post-Award Finance Coordinator (if not the Succession Liaison), the Finance Committee, and legal counsel at the discretion of the Board of Directors. The current Board President will be responsible for signing lease renewals or approving changes until a replacement Executive Director is identified.
- c. College/University: Any contracts in place with a University or College (e.g., University of North Carolina at Charlotte) for the purposes of reimbursement for student or faculty time and work will continue and will be overseen by appropriate program managers and the Post-Award Finance Coordinator. The Post-Award Finance Coordinator will work with program managers and University representatives to renew and make payments on these contracts.
- d. Vendor Contracts: All vendor contracts for budgeted goods and services, online platforms and domains, etc. will be reviewed and approved by Post-Award Finance Coordinator and Interim Executive Director and legal counsel will be sought if needed. If an Interim Executive Director is not identified, contracts will be reviewed and approved by the Post-Award Finance Coordinator and the Treasurer of the Board of Directors. Contracts with business or community partners should be prepared in advance by relevant program managers in coordination with the Post-Award Finance Coordinator for budgetary purposes.

EXCLUSIVE ADOLESCENT COMMUNITY HEALTH COLLABORATION AGREEMENT

This Exclusive Adolescent Community Health Collaboration Agreement (this “Agreement”), dated as of January 1, 2014, is by and between The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System (“CHS”), a vertically integrated healthcare delivery system organized as a hospital authority under the North Carolina Hospital Authorities Act, and Teen Health Connection, Inc., a North Carolina nonprofit corporation (“THC”).

Background Statement

The parties entered into a Letter Agreement dated June 20, 1997 (the “1997 Agreement”) to form a community health partnership to advance the availability and delivery of health care to adolescents, particularly the unserved and underserved adolescents of Mecklenburg County and surrounding counties, and the parties desire to continue this collaboration. The parties wish to further clarify the relationship and responsibilities of the parties by entering into this Agreement, which amends and restates, and supersedes in its entirety, the 1997 Agreement.

Statement of Agreement

The parties agree as follows:

1. **Collaborative Program.** The collaboration among the parties pursuant to this Agreement shall be known as the Teen Health Connection Community Health Partnership (the “Program”).

2. **CHS to be Exclusive Provider of Medical and Mental Health Services.** CHS, through its licensed hospital facility known as Carolinas Medical Center, or such other CHS affiliate as CHS deems appropriate, shall be solely responsible for all medical and mental health services provided to adolescents through the Program. Services shall include, but not be limited to, those services described on **Exhibit A**. THC shall be liable for any cause of action brought by a third party arising from events that occurred prior to August 1, 1997, and shall indemnify CHS and its officers, commissioners, and affiliates therefor. THC shall not contract with any other party to provide clinical or medical services to adolescents in Mecklenburg County or surrounding counties.

3. **Responsibilities of the Parties.** CHS shall be responsible for all operational aspects of the Program’s medical and mental health services, including but not limited to: providing and equipping an appropriate site to serve as the medical home for the Program; employment of all medical, clinical, mental health and administrative staff; administrative, accounting and billing services; and marketing. In addition, CHS shall provide a CHS employee to serve as the executive director of THC, as well as two CHS employees to support THC’s health education and prevention programming, community outreach, advocacy and fundraising services provided to the Program.

THC shall maintain a fund with The Carolinas HealthCare Foundation (“CHF”), an affiliate of CHS, with a minimum balance of \$200,000, and CHF shall manage such fund and provide fundraising expertise and support to THC, all in accordance with **Exhibit B**.

THC shall be responsible for all health education and prevention programming, community outreach, advocacy and fundraising for the Program. THC shall provide such grants and secure such external funding support to the Program as is feasible in any given year, but at a minimum shall provide or secure the funding described on **Exhibit C**. CHS shall have the right to appoint up to two (2) directors to serve on the board of directors of THC, each of whom shall serve on the same terms and conditions as

other directors serving on such board, and THC shall ensure that its bylaws and other governing documents preserve such right for so long as this Agreement is in effect. The board of directors of THC shall act in an advisory capacity to the Program in order to further the mission, goals and objectives for which THC was originally formed.

4. **License to Use Name.** Effective August 1, 1997, THC grants to CHS a non-exclusive right to use the name "Teen Health Connection." THC shall not grant such right to any third party so long as this Agreement is in effect.

5. **Contracts with Third Parties.** Any contracts with third parties regarding the Program must clearly indicate that CHS has sole responsibility for all medical and mental health services provided to adolescents through the Program, and any such contracts to which CHS is not a party must be approved, in advance, by CHS.

6. **Publicity.** Neither party shall provide any information to the media or engage in any publicity about the Program without the prior written consent of the other parties hereto.

7. **Security and Confidentiality of Information.** Each party will keep confidential all, and will not divulge to any person unless the affected party agrees to such disclosure in writing, any proprietary or confidential information of another party, unless such information (a) is or becomes generally available to the public other than as a result of a disclosure by the disclosing party, or (b) is required to be disclosed by law or by a judicial, administrative or regulatory authority. This paragraph will survive the termination of this Agreement.

The parties hereby adopt and agree to the provisions set forth in **Exhibit D**, which is attached hereto and incorporated by reference herein, with Business Associate meaning THC, and Covered Entity meaning CHS.

8. **Insurance.** Each of the parties shall provide or cause to be provided and keep in force such other insurance in such amounts, for such time periods and containing such terms as is customary and in keeping with best practices in such party's industry.

9. **Term and Termination.** Either party may terminate this Agreement without cause by providing thirty (30) days' written notice to the other party.

10. **Relationship of the Parties.** The sole relationship between the parties hereto is that of independent contractors. This Agreement is not intended, nor shall it be construed, to create any partnership, employment, agency or joint venture relationship between the parties.

11. **Compliance with Laws.** Each party agrees to comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its respective businesses and performance of this Agreement, including those of federal, state, and local agencies having jurisdiction and/or authority.

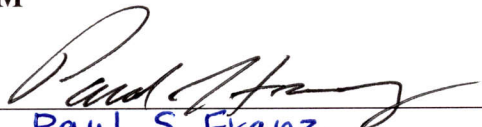
12. **Cooperation and Further Assurances.** The parties agree that they shall reasonably cooperate with each other, and take such further actions as any of them may reasonably request, in order to carry out the purposes and intent of this Agreement.

13. **Miscellaneous.** This Agreement is deemed to be made under and shall be construed according to the internal laws of the State of North Carolina, without reference to conflicts of law principles. This Agreement may be amended or changed only by the written agreement of each party's

authorized representative. No party may assign this Agreement, or any of its rights or privileges, to another person or entity; provided, however, CHS may perform its obligations hereunder through one or more of its wholly-owned subsidiaries or affiliates. If a provision of this Agreement is invalid, illegal or unenforceable, the remaining provisions shall not be affected, voided or restricted. Those provisions that must survive any termination of this Agreement to be given full force and effect shall survive termination, regardless of whether they are specifically identified as such. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement by and through their authorized representatives.

**THE CHARLOTTE-MECKLENBURG HOSPITAL
AUTHORITY D/B/A CAROLINAS HEALTHCARE
SYSTEM**

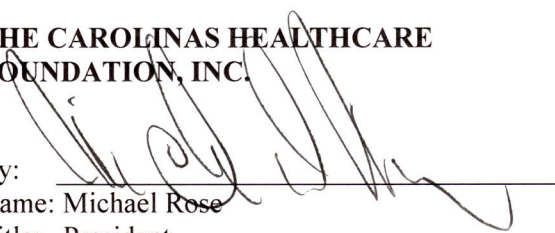
By: 
Name: Paul S. Franz
Title: Executive Vice President

TEEN HEALTH CONNECTION, INC.

By: _____
Name: _____
Title: _____

The undersigned hereby executes this Agreement for purposes of acknowledging and agreeing to be bound by Section 3 hereof and **Exhibit B** hereto:

**THE CAROLINAS HEALTHCARE
FOUNDATION, INC.**

By: 
Name: Michael Rose
Title: President

authorized representative. No party may assign this Agreement, or any of its rights or privileges, to another person or entity; provided, however, CHS may perform its obligations hereunder through one or more of its wholly-owned subsidiaries or affiliates. If a provision of this Agreement is invalid, illegal or unenforceable, the remaining provisions shall not be affected, voided or restricted. Those provisions that must survive any termination of this Agreement to be given full force and effect shall survive termination, regardless of whether they are specifically identified as such. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement by and through their authorized representatives.

**THE CHARLOTTE-MECKLENBURG HOSPITAL
AUTHORITY D/B/A CAROLINAS HEALTHCARE
SYSTEM**

By: _____
Name: _____
Title: _____

TEEN HEALTH CONNECTION, INC.

By: Kimberly H. Bartnik
Name: Kimberly H. Bartnik
Title: President - Board of Directors - 2014

The undersigned hereby executes this Agreement for purposes of acknowledging and agreeing to be bound by Section 3 hereof and Exhibit B hereto:

**THE CAROLINAS HEALTHCARE
FOUNDATION, INC.**

By: _____
Name: Michael Rose
Title: President

EXHIBIT A

SERVICES

CHS shall provide medical and mental health care for: (1) **acute and chronic illnesses**, including nutrition and eating disorders; (2) **preventive health**, including annual anticipatory guidance, and sports, school and camp physical examinations; (3) **reproductive health**, including contraceptive service and diagnosis and treatment of sexually transmitted diseases; and (4) **psychosocial health**, including evaluation and counseling for academic underachievement, behavioral problems, stress, sexuality issues and substance abuse. Medical services shall be available to adolescents who are indigent and uninsured, eligible for Medicaid or sliding scale fees, self-paying, or who have private insurance or managed care coverage.

Services shall include:

<u>Services</u>	<u>Type of Service</u>	<u>Provider</u>
Physical Exams	Medical	Medical Director, Adolescent Medicine Physician, Advanced Clinical Practitioners
Sick Appointments	Medical	Medical Director, Adolescent Medicine Physician, Advanced Clinical Practitioners
Gynecological Concerns	Medical	Medical Director, Adolescent Medicine Physician, Advanced Clinical Practitioners
Medication Management	Medical	Medical Director, Adolescent Medicine Physician, Advanced Clinical Practitioners
Procedures	Medical	Medical Director, Adolescent Medicine Physician, Advanced Clinical Practitioners

*Office visits are commonly for birth control management, STI testing, ER/hospital follow up, management of illnesses such as asthma, diabetes, allergies, etc. Medication management of psychotropic medications including SSRIs and ADHD medications.

*Procedures include nexplanon insertion and removal, ingrown toenails, suture/staple removal, abscess drainage.

Nurse Visits	Medical	Registered Nurses, Licensed Practical Nurse, Clinical Assistant, Medical Office Assistant
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*Nurse visits include immunizations, blood pressure check, Depo shots, and STI treatment. We do point of care testing at Teen Health Connection and we send blood work off to CMC main lab.

Nutrition Counseling	Medical	Dietitian
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Center for Disordered Eating	Medical/Mental Health	Medical Director, Registered Nurse Coordinator, Dietitian, Mental Health Clinician
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Scheduling Appointments	Medical	Registrars
Patient Registration	Medical	Registrars
Billing/Charge Entry	Medical	Registrars

Medical Records	Medical	Registrars
Referrals	Medical	Registrars

Billable Services - Outpatient Mental Health Services	Mental Health	Mental Health Clinicians (LPCs, LCSWs, LPAs and PhDs)
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*Assessments, Individual, Family, Crisis, (and Group counseling. These services are billed through Carolinas HealthCare System.

Non-Billable Triage Services	Mental Health	Mental Health Clinicians (LPCs, LCSWs, LPAs and PhDs)
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*Provide mental health services to patients that have come in for medical or crisis appointments.

Non-Billable Independent Mental Health Assessment Services for children in Mecklenburg County Youth and Family Services Custody – Independent Psychological Assessment (IPA)	Mental Health	Mental Health Clinicians (LPCs, LCSWs, LPAs and PhDs)
---	----------------------	--

*Provide IPAs to all children and adolescents in Mecklenburg County custody. This is a grant-fund service.

EXHIBIT B

THE TEEN HEALTH CONNECTION FUND AT CAROLINAS HEALTHCARE FOUNDATION

A donor-restricted Carolinas HealthCare Foundation fund dedicated to support the activities of the Teen Health Connection and the healthcare of the community Teen Health Connection serves

1. **Name & Fiduciary.** The fund shall be known as the Teen Health Connection Fund and shall be administered by The Carolinas HealthCare Foundation, Inc. ("CHF" or the "Foundation"), a 501(c)(3) tax-exempt organization.
2. **Purpose.** The chief purpose of the fund shall be to support ongoing Teen Health Connection healthcare treatment, illness prevention, and education activities. An additional purpose will be to support special healthcare projects and programs of Teen Health Connection, Inc. ("THC") as determined by its Board of Directors.
3. **Structure.** Consistent with the instructions of THC, the originating donor for the Fund, the Fund shall be set up as a non-endowment fund for which the principal, in addition to fund investment income, may from time to time be used for appropriate distributions. By letter dated February 28, 2005, THC notified CHF that its Board of Directors had voted to restrict the balance in the Fund and that THC's intent was that the balance in such fund not fall below \$344,000 without written board approval. Notwithstanding the foregoing, THC has agreed, pursuant to an Exclusive Adolescent Community Health Collaboration Agreement, dated as of October __, 2013, by and between The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System ("CHS") and THC, that the balance in the Fund shall not fall below \$200,000.
4. **Management.** The Fund shall be set up as a separate fund within The Carolinas HealthCare Foundation. Investment assets contributed by THC to the Fund shall be pooled with other Foundation investments, and investment income and losses generated by investments attributable to the Fund shall be applied to the Fund monthly in a manner consistent with other like funds within the Foundation. The Foundation will not assess any charges to the Fund for its administrative overhead other than an allocated portion of outside investment management/trustee fees.
5. **Distribution.** Grants from the Fund may be made at any time by the Officer of the Foundation designated with responsibility for the management of the Fund, but only when acting upon written request from THC's Board of Directors or its designee(s). Upon such request from the appropriate THC designee, the Foundation Grants Officer shall determine the amount and conditions of the distribution. The Officer will facilitate and document each distribution and provide a detailed report of distributions to THC at least annually and more frequently if desired by THC. All distributions must be consistent with the Purpose of the Fund as stated in Item 2 above, as well as with the charitable healthcare mission of the Foundation as described in its articles of incorporation. No distribution shall be made that would be in violation of federal and/or state regulations governing 501(c)(3) tax-exempt organizations.
6. **Quarterly Accounting.** The Foundation will provide THC on a quarterly basis with a report on the activities of the Fund during the previous quarter, including amounts related to contributions, investment income or loss, and grant distributions. Such report shall be provided within 45 days of the end of the previous quarter.

EXHIBIT C

MINIMUM FUNDING SUPPORT TO BE PROVIDED BY TEEN HEALTH CONNECTION, INC.

1. Executive Director Salary. For so long as the Executive Director of THC is a salaried employee of CHS, THC shall provide or secure external funding to reimburse CHS for at least seventy-five percent (75%) of such director's salary.
2. Salaries of CHS Employees Providing Direct Support to THC. To the extent that CHS provides any employees to provide educational, fundraising and/or administrative support to THC, THC shall provide or secure external funding to reimburse CHS for one hundred percent (100%) of each such employee's salary.
3. Mental Health Services and Related Administrative Costs. THC shall provide or secure external funding to reimburse CHS for its net losses for mental health services provided by the Program, including but not limited to administrative costs related to such services.
4. Facility Costs. THC shall provide or secure external funding to CHS each year to offset the cost of the site serving as the medical home for the Program, in an amount determined annually by the THC Board of Directors based on projected available funding.

EXHIBIT D

CHS BUSINESS ASSOCIATE AGREEMENT

The Charlotte-Mecklenburg Hospital Authority, doing business as Carolinas HealthCare System or another business name, or by and through one of its wholly owned subsidiaries ("Covered Entity"), and Teen Health Connection, Inc. ("Business Associate") have entered into an agreement ("Agreement"), pursuant to which Business Associate may create, receive, maintain, or transmit individually identifiable health information, including electronic protected health information, as defined under the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, as amended, including the Privacy, Security, Administrative, Enforcement, and Breach Notification Rules (collectively, "HIPAA"), for, from, or on behalf of, Covered Entity (collectively, "Protected Health Information" or "PHI"). As such, the parties enter into this Business Associate Agreement ("BAA") and Business Associate will comply with its obligations, as well as the requirements and obligations of HIPAA. Any ambiguity in this BAA is to be interpreted to comply with HIPAA.

AGREEMENT

1. **Terms.** The terms used in this BAA shall have the same meaning as those set forth in HIPAA, including, but not limited to, business associate, breach, breach of unsecured PHI, covered entity, data aggregation, designated record set, discovery, electronic protected health information, individual, minimum necessary, Notice of Privacy Practices, Privacy Rule (Subpart E of 45 C.F.R. Part 164), protected health information, required by law, Secretary, security incident, Security Rule (Subpart C of 45 C.F.R. Part 164), subcontractor, and unsecured PHI.
2. **General Obligation.** Business Associate will comply with the applicable requirements of HIPAA, including the Privacy, Security, Enforcement, and Breach Notification Rules.
3. **Permitted and Prohibited Uses and Disclosures of PHI.**
 - a. Business Associate is permitted to use and disclose the PHI only as follows: (i) as set forth in this BAA; (ii) as required to perform its obligations under the Agreement (which may or may not include data aggregation relating to the health care operations of the Covered Entity); and, (iii) as required by law.
 - b. To the extent permitted by other state and federal confidentiality laws, Business Associate may use, and disclose to a third party, PHI received under this BAA as necessary for the proper management and administration of the Business Associate or as necessary to carry out the legal responsibilities of Business Associate if: (i) the disclosures are required by law; or, (ii) Business Associate has received written reasonable assurances from the receiving third party that (a) the PHI will be handled confidentially as required by HIPAA, (b) the PHI will only be used or further disclosed as required by law or in keeping with the purposes for which it was disclosed, and (c) the third party will notify Business Associate promptly of any instances of which it is aware that the confidentiality of the PHI has been breached.
 - c. Except as set forth in this BAA or in the Agreement, Business Associate is prohibited from otherwise using or disclosing PHI. Business Associate is likewise prohibited from using or disclosing PHI in any manner that would violate HIPAA if done by the Covered Entity, including from any improper sale of PHI under 45 C.F.R. § 164.502.
4. **Minimum Necessary.** When using or disclosing PHI, or when requesting PHI from another covered entity or business associate, Business Associate will make reasonable efforts to limit PHI to the

minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Should the amount of PHI needed by Business Associate change over the course of the Agreement, the parties will make the necessary adjustments.

5. **Safeguards.** Business Associate will implement and use appropriate safeguards, including comply with the applicable requirements of the Security Rule for electronic PHI, to prevent the use or disclosure of PHI that it creates, receives, maintains, or transmits in any manner other than as specifically permitted by this BAA or the Agreement.
6. **Business Associate Subcontractors.** Business Associate will ensure that any subcontractor who creates, receives, maintains, or transmits PHI, including electronic PHI, on behalf of the Business Associate agrees, in writing, to: (i) follow the same restrictions and requirements as those that apply to Business Associate under this BAA, including reporting of any security incident or breach of unsecured PHI; (ii) comply with the applicable requirements of the Privacy and Security Rules; and, (iii) implement reasonable and appropriate safeguards and security measures to protect the PHI, including electronic PHI. Business Associate agrees to disclose to subcontractors who create, receive, maintain, or transmit PHI on behalf of the Business Associate only that PHI which is necessary to perform the services required under the Agreement. Business Associate will monitor compliance by its subcontractors and, if necessary, terminate the arrangements as required under 45 C.F.R. § 164.504(e)(1)(iii).
7. **Reporting Breach/Security Incident.** Business Associate will report to Covered Entity, both orally and in writing, any use or disclosure of PHI, including electronic PHI, that is not permitted or required under this BAA or the Agreement, including any security incident or breach of unsecured PHI as required by 45 C.F.R. § 164.410, that Business Associate discovers or becomes aware **within five (5) business days** of discovery of such unauthorized use and/or disclosure. In the event Business Associate discovers that such PHI has been stolen, is illegally compromised, or is otherwise in jeopardy of causing immediate harm to Covered Entity or the individual, Business Associate will notify Covered Entity no later than within **three (3) calendar days of discovery** to inform Covered Entity of the situation. The following apply:
 - a. When notifying Covered Entity, Business Associate will provide Covered Entity with all relevant information relating to the breach, including, but not limited to, the information required under 45 C.F.R. § 164.410.
 - b. Business Associate will fully investigate all breaches as soon as possible, but in no more than thirty (30) days of discovering the breach, unless the parties agree to an extension. If Business Associate suspects a breach but has not yet been able to substantiate it, it will immediately begin its investigation and notify Covered Entity within the five (5) business day notification period of the suspicion. Business Associate will keep Covered Entity apprised of the status of the investigation and provide Covered Entity the information required under 45 C.F.R. § 164.410 as it becomes available.
 - c. The parties will cooperate with each other in conducting the risk assessment and in determining whether notification will be required under the Breach Notification Rules. If notification is required, the parties will cooperate in issuing any required notices, including determining who should give the notice, and will comply with the notification requirements relating to the individual, the media, and the Secretary. In any case, Business Associate will not issue any notices relating to breach of the PHI without first notifying Covered Entity at least five (5) business days in advance.
 - d. Business Associate will mitigate, to the greatest extent possible, the harm (potential or actual) from the breach of unsecured PHI, a security incident, or any other improper use and/or disclosure of PHI.

These duties are in addition to any duties that Business Associate may have directly under HIPAA for breach.

8. **Access by Individuals.** In accordance with 45 C.F.R. § 164.524 and within fifteen (15) days of the request, Business Associate will make available to Covered Entity (or to the individual at Covered Entity's direction) an individual's PHI as maintained in a designated record set by Business Associate in the format requested, including provide an electronic copy of the PHI as requested, to the extent possible.
9. **Amendment of PHI.** In accordance with 45 C.F.R. § 164.526 and within thirty (30) days of the request, Business Associate will make available to Covered Entity for amendment, and amend as requested, an individual's PHI as maintained by Business Associate in a designated record set in such manner as Covered Entity may from time to time request, or as otherwise required under 45 C.F.R. § 164.526.
10. **Accounting of Disclosures.** In accordance with 45 C.F.R. § 164.528 and within thirty (30) days of the request, Business Associate will maintain and make available to Covered Entity an accounting of disclosures of PHI, including the date of the disclosure, the name and address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure.
11. **Privacy Obligations.** To the extent Business Associate is charged with carrying out the Covered Entity's obligations under the Privacy Rule, then Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.
12. **Covered Entity's Obligations.** To the extent such restrictions, changes or revocations affect Business Associate's use or disclosure of PHI, Covered Entity will notify the Business Associate of, and Business Associate will abide by: (i) any limitations in its Notice of Privacy Practices; (ii) any changes in, or revocation of, an individual's permission to use or disclose PHI; and, (iii) any restriction on the use or disclosure of PHI to which Covered Entity has agreed or by which it is required to abide. Without limiting Business Associate's ability to conduct data aggregation or to use PHI for the management, administration and legal responsibilities of Business Associate, Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.
13. **Disclosures to United States Department of Health and Human Services.** Business Associate will make available to the Secretary its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, as well as the PHI itself, for purposes of determining Covered Entity's or the Business Associate's compliance with the applicable sections of HIPAA, including the Privacy and Security Rules.
14. **Domestic Restriction.** Neither Business Associate, nor its subcontractors or agents, will create, receive, transmit, maintain, disclose, access, or otherwise handle PHI outside of the United States without the express prior written consent of Covered Entity. If the foregoing restriction is violated, Covered Entity will have an immediate right of termination and a right of recourse and recovery against Business Associate due to irreparable harm, including entitlement to an injunction without bond. Business Associate, its subcontractors, and its agents will be jointly and severally liable for any violation of this restriction, and Business Associate will fully indemnify Covered Entity for any damages, liability, costs, or fees (including reasonable attorney's fees) incurred by Covered Entity

related thereto. Business Associate, on behalf of itself and its subcontractors and agents, acknowledges that it is subject to the laws of the United States, to the jurisdiction of the Secretary of Health and Human Services, and to the jurisdiction and venue of the courts and agencies of the United States.

15. **Ownership.** Any PHI provided by Covered Entity to Business Associate, and any PHI created, received, maintained, transmitted, used, requested, disclosed, or accessed by Business Associate in Covered Entity's name or on Covered Entity's behalf, will be the sole property of Covered Entity at all times.
16. **Breach; Termination.** Without limiting any other rights or remedies of the parties, if Covered Entity determines that Business Associate has engaged in an act, omission, or pattern of activity or practice that constitutes a material breach or violation of Business Associate's obligations under the BAA or the Agreement, then Covered Entity will notify Business Associate in writing and afford Business Associate an opportunity to cure the breach or end the violation in a time period determined by Covered Entity not to exceed thirty (30) days. If Business Associate is unable to cure the breach or end the violation within such period, then the BAA and the Agreement will immediately terminate, except as set forth below. Notwithstanding the foregoing, if Covered Entity determines in good faith that cure is not possible or that delay for cure poses significant harm to Covered Entity and/or the individual, then Covered Entity may immediately terminate this BAA and the Agreement.
17. **Procedure upon Termination.** Upon the termination or expiration of the Agreement for any reason, Business Associate will: (i) recover all PHI in the possession of Business Associate's workforce, contractors, subcontractors or agents, if any; (ii) return or destroy (in accordance with a process approved in advance by and acceptable to Covered Entity) all PHI that Business Associate received from, or created or received on behalf of, Covered Entity that Business Associate maintains in any form, including electronic PHI; and, (iii) not retain any copies of such PHI. If return or destruction of some or all of the PHI is not feasible, then, for so long as it retains such PHI, Business Associate will: (i) continue to abide by this BAA and extend its protections to the PHI; (ii) continue to comply with HIPAA, including the Security Rule, as they relate to the PHI, including electronic PHI, to prevent unauthorized use or disclosure thereof; and, (iii) limit further use of the PHI to those purposes that make the return or destruction of the PHI infeasible. The rights and obligations of this BAA will survive termination as so required by the foregoing.
18. **Indemnification.** If Covered Entity incurs any damages, liability, fees, or costs as a result of Business Associate's (or of its subcontractors' or agents') violation of this BAA or the applicable requirements of HIPAA, then Business Associate will indemnify, defend, and hold Covered Entity harmless from and against such damages, liability, costs (including costs for notification and mitigation related from Business Associate's breach of unsecured PHI), and fees (including reasonable attorney's fees). This indemnification is separate and apart from any indemnifications set forth in the Agreement, and is not affected by any limitations or restrictions set forth therein.
19. **Injunction.** Business Associate agrees that violation of its obligations under the BAA would cause irreparable harm to Covered Entity, and that Covered Entity is entitled to an injunction without bond.
20. **Red Flag Rule (as applicable).** If Business Associate is a "service provider" performing activities for Covered Entity in connection with any "covered accounts", as such terms are defined by the Red Flag Rule, then it will conduct its services and activities in accordance with reasonable policies and procedures that are designed to detect, prevent, and mitigate the risk of identity theft. In addition, Business Associate will remain vigilant for signs of identity theft, and establish safeguards and security measures to prevent identity theft. Should Business Associate suspect that the PHI is

involved in identity theft, it will immediately notify Covered Entity and cooperate in addressing and remediating the incident as soon as possible.

21. **Independent Contractor**. Notwithstanding any other designations in the Agreement or otherwise, Business Associate is an independent contractor to Covered Entity for purposes of HIPAA, and nothing in this BAA is intended to create any other relationship between the parties.
22. **Amendment**. This BAA is intended to comply with the requirements of HIPAA. If the applicable laws and regulations should be amended, then the parties will amend this BAA accordingly, provided that if the change in law or regulations causes any paragraph or provision of this BAA to be invalid, incomplete, void, in any manner unlawful, or subjects either party to penalty, then the BAA will be deemed to be amended by operation of law, regardless of whether the parties document such changes in the law by written amendment.
23. **Survival**. The rights and obligations of this BAA will survive the termination of the Agreement and this BAA as required to continue to protect any PHI that is required to be maintained, created, received or transmitted by Business Associate or its subcontractors after termination for whatever reason.
24. **Scope**. This BAA applies to any and all Agreements entered into by the parties, whether in effect now or in the future. This BAA also amends and restates any existing business associate agreements that the parties may have in existence between them.
25. **Miscellaneous**. Neither party may assign its rights or obligations under this BAA without mutual agreement. To the extent state law applies, the laws of the state of the Covered Entity's location will control. Any illegal or unenforceable provisions in this BAA are severed without affecting the remaining provisions. Covered Entity's remedies under this BAA and any other provisions of the Agreement will be cumulative, and failure to exercise any remedy will not constitute a waiver. This BAA is attached to the Agreement is deemed executed by incorporation.



An Overview 1985-2023

MISSION

To improve the health of adolescents by providing adolescent medicine and behavioral health services, education, advocacy, leadership development, and research through connections among adolescents, parents, and the community.

VISION

Every adolescent empowered to be healthy, safe, and successful.

VALUES STATEMENT

We believe that every individual deserves respect.

We believe in a safe, inclusive, and family-centered environment.

We believe in education and advocacy at every opportunity.

We believe in caring and compassion.

We believe that adolescents, parents, and the community all have ownership in assuring safe passage from adolescence to adulthood.

We believe that every adolescent deserves opportunities to be successful.

PHILOSOPHY

Teen Health Connection believes ALL adolescents need:

- Comprehensive healthcare services that are affordable, accessible, and respectful of their needs and backgrounds, confidential, and convenient.
- Consistent care from adults whom they trust. They need continuity of caregivers from one visit to the next and close follow-up on treatment and progress.
- Healthcare providers who work as a team with teens and their families.
- Comprehensive services at one location.
- Physical and behavioral health services which reinforce positive, healthy behavioral health information and education that is relevant, age appropriate, and culturally sensitive.

- Support to safely navigate their adolescent years, addressing the unique biopsychosocial and developmental need of adolescents.
- Intervention and treatment as well as programs that foster healthy physical, sexual, social, emotional, and intellectual development.
- Healthcare which involves parents and guardians, whenever possible, knowing they are central to reinforcing what adolescents learn about taking responsibility for their health.

SERVICES

Teen Health Connection is a healthcare practice that provides medical, behavioral health, and health education and prevention services for adolescents ages 11 to 25. We are a medical home that offers comprehensive, integrated healthcare services delivered by a multidisciplinary team of adolescent specialists in an inclusive for ALL environment.

Specifically, Teen Health Connection provides routine and acute physical healthcare, specialized individual, and family behavioral health counseling. Additionally, Teen Health Connection provides community-based health education and prevention programs including parenting classes, substance abuse prevention initiatives and other health and safety initiatives for teens, parents, and adolescent serving professionals.

Teen Health Connection is the only organization in the region whose staff has specific expertise and experience in adolescent medicine, behavioral health and the health education needs of adolescents. We serve teens from diverse backgrounds, providing individualized care while also focusing on the health needs and issues that all adolescents experience as they grow to adulthood.

FUNDING

Teen Health Connection receives funding from a variety of sources including foundation grants, corporate and government grants and contracts, individual contributions and patient and program fees.

CONTACT INFORMATION

Teen Health Connection is located in the Wendover Building at the corner of Randolph Road and Billingsley Road at 3541 Randolph Road, Suite 206, Charlotte, NC 28211.

704-381-TEEN (8336)

TeenHealthConnection.org
Facebook.com/TeenHealthConnection/
Instagram.com/TeenHealthConnection/
Linkedin.com/TeenHealthConnection

HISTORY

In 1985, Mecklenburg Board of County Commissioners became aware that many Charlotte-Mecklenburg adolescents were not receiving affordable, developmentally appropriate healthcare services. At the request of the Health and Human Services Council, a coalition of concerned citizens formed a task force to resolve this local issue. As a result, Teen Health Connection was created and received its 501(c)(3) status in 1991. This was only possible because of the many early supporters, most especially Mecklenburg County. Other financial and advocacy support came from Atrium Health, formerly Carolinas HealthCare System, Novant Health formerly Presbyterian Hospital, Healthy Charlotte Alliance, formerly the Mecklenburg Medical Society Auxiliary, the Junior League of Charlotte, and the Kate B. Reynolds Charitable Trust.

The medical practice opened in an old, renovated house on Elizabeth Avenue near Novant, formerly Presbyterian Hospital with Dr. John G. Johnston as the founding medical director and a staff of three. Teen Health Connection saw its first patient on February 25, 1992. This was the first time that Charlotte-Mecklenburg adolescents had access to healthcare tailored to their unique physical and behavioral health care needs.

In 1997, an exclusive community health collaboration with Atrium Health formerly Carolinas HealthCare System was created. Teen Health Connection was relocated to CMC-North Park on Eastway Drive. The organization kept its nonprofit status and the Board of Directors continued to provide oversight of behavioral health care, health education and advocacy and served in an advisory capacity to the medical practice. In 2008, Teen Health Connection moved into 3541 Randolph Road, Suite 206. Over the last sixteen years, Teen Health Connection's footprint has undergone significant renovations and expansion. Teen Health Connection now occupies the entire second floor, which is over 14,000 square feet dedicated to the service of adolescents and their families.

In 2012, Teen Health Connection celebrated twenty years of service to Charlotte-Mecklenburg adolescents by announcing the creation of the Johnston Ziegler Youth Leadership Scholarship, a \$1,000 merit-based scholarship awarded to a graduating senior who exemplifies the leadership, advocacy, and service of Dr. John G. Johnston and Barbara Ziegler, Teen Health Connection's founding medical and executive director. The Teen Advisory Board (TAB) was reconstituted in 2012 and the voices of those served once again influenced the prevention and community outreach programming.

In 2015, to ensure the highest quality programming and dissemination of adolescent health research, an internal research and evaluation team was created. Teen Health Connection presents research annually at local and national conferences and guides the board and leadership in making data-driven, strategic decisions. Parent education classes have been available since 2011 and support for parents was increased through a full-time parent educator position, established in 2016. It was from this vantage point the board was able to discern the need to develop a strategic plan which was done with

the Lee Institute in 2018. The strategic plan was the impetus for an increased focus on advancement of the organization's mission through the creation of a position responsible for internal and external communications in 2019. Also, in late 2019 targeted fundraising and donor relations designed to diversify funding streams and impact financial stability became the sustainability strategy. Under the leadership of Dr. Dixon, Teen Health Connection's Medical Director and Atrium Health's commitment to serve all, The Center for Gender Health was established and began seeing patients in April of 2019.

In 2020 during the COVID-19 global pandemic, Teen Health Connection was able to maintain all services and programs through creative and patient-centered solutions, leaning heavily on Atrium Health and the infrastructure provided through our exclusive community collaboration.

2021 presented both similar and new challenges as the pandemic continued. However, due to sound and consistent board leadership, dedication of the team who serve, and the support of a generous and caring community, Teen Health Connection forged ahead, steadfastly empowering every adolescent to be healthy, safe, and successful.

Through 2022, and for a third straight year, the pandemic continued to impact facets of everyday life and presented new challenges as teens and teammates became fatigued with the virtual world. We experienced what a return to in-person initiatives would look like post COVID-19. Through the challenges this presented, there were victories as we celebrated 30 years of service. Mecklenburg Board of County Commissioners recognized Teen Health Connection for the important contributions made to the community by pronouncing February 25th as Teen Health Connection Day in Mecklenburg County. The Center for Disordered Eating reopened and began seeing patients in October. Funding was secured through Mecklenburg County for additional facility renovations that would make space for 5 more behavioral health therapists. This investment increased access to address the growing need for behavioral health services.

2023, continued to bring increases in overall patient volume with a 61% increase compared to 2019 (pre-pandemic). This year also marks the year of Dr. Johnston's passing and the commitment of the Charlotte community to ensure his legacy through generous donations to the Johnston Ziegler Youth Leadership scholarship. The 2024 recipient will receive \$5,000 toward their college education.

Over the course of the last 32 years Teen Health Connection has provided over 231,833 comprehensive healthcare visits. The team has grown to a robust 49. The clinical team is comprised of four medical providers, two of whom are adolescent medicine board certified pediatricians, five nurses, two behavioral health triage clinicians, twelve behavioral health therapists, two assessment clinicians, and five doctoral licensed psychologists. There are three health educators and the Teen Advisory Board has representation from 20 local high schools.

As we begin 2024, Teen Health Connection has met its max staffing capacity and the board's strategic focus has fully transitioned from growth to sustainability and recognition as a national thought leader influencing the health and wellbeing of adolescents within Charlotte Mecklenburg and across the nation. There will also be an heightened focus on providing friends and supporters the opportunity ensure their personal legacies through planned giving so the teens and families in our community will always have access to Teen Health Connection.

HISTORICAL LOGOS

1996



2002



2012



2014



Comprehensive Adolescent Medical and Mental Healthcare

2022



Current



Adolescent Medicine and Behavioral Health Services

STATE OF NORTH CAROLINA
DEPARTMENT OF THE SECRETARY OF STATE

STATEMENT OF CHANGE OF REGISTERED
OFFICE AND/OR REGISTERED AGENT

Pursuant to §55D-31 of the General Statutes of North Carolina, the undersigned entity submits the following for the purpose of changing its registered office and/or registered agent in the State of North Carolina.

INFORMATION CURRENTLY ON FILE

The name of the entity is: Teen Health Connection, Inc.

Entity Type: ☐ Corporation, ☐ Foreign Corporation, ☒ Nonprofit Corporation, ☐ Foreign Nonprofit Corporation,
☐ Limited Liability Company, ☐ Foreign Limited Liability Company ☐ Limited Partnership, ☐ Foreign Limited Partnership,
☐ Limited Liability Partnership, ☐ Foreign Limited Liability Partnership

The street address and county of the entity's registered office currently on file is:

Number and Street: 3541 Randolph Rd., Suite 206

City, State, Zip Code: Charlotte, NC 28211 County: Mecklenburg

The mailing address *if different from the street address* of the registered office currently on file is:

The name of the current registered agent is: Linda Gallehugh

NEW INFORMATION

1. The street address and county of the new registered office of the entity is:
(complete this item only if the address of the registered office is being changed)

Number and Street: _____

City, State, Zip Code: _____ County: _____

2. The mailing address *if different from the street address* of the new registered office is:
(complete this item only if the address of the registered office is being changed)

3. The name of the new registered agent and the new agent's consent to appointment appears below:
(complete this item only if the name of the registered agent is being changed)

Elizabeth Safrit
Type or Print Name of New Agent

[Signature]
Signature & Title

4. The address of the entity's registered office and the address of the business office of its registered agent, as changed, will be identical.

5. This statement will be effective upon filing, unless a date and/or time is specified: _____

This is the 27 day of January, 2012.

Teen Health Connection, Inc.
Entity Name

[Signature]
Elizabeth Safrit, Executive Director
Type or Print Name and Title

Notes: Filing fee is \$5.00. This document must be filed with the Secretary of State.

* Instead of signing here, the new registered agent may sign a separate written consent to the appointment, which must be attached to this statement.

SOSID: 0277040
 Date Filed: 11/5/2008 8:53:00 AM
 Elaine F. Marshall
 North Carolina Secretary of State
 C200830800472

State of North Carolina
 Department of the Secretary of State

NONPROFIT CORPORATION'S STATEMENT OF CHANGE OF PRINCIPAL OFFICE

Pursuant to §55A-16-23(b) of the General Statutes of North Carolina, the undersigned nonprofit corporation does hereby submit the following for the purpose of changing its principal office address currently on file with the Secretary of State.

INFORMATION CURRENTLY ON FILE

The name of the corporation is: Teen Health Connection, Inc.

The street address and county of the principal office of the corporation currently on file is:

Number and Street: 251 Eastway Drive

City, State, Zip Code: Charlotte, NC 28213 County: Mecklenburg

The mailing address *if different from the street address* of the principal office currently on file is:

NEW INFORMATION

1. The street address and county of the new principal office of the corporation is:

Number and Street: 3541 Randolph Road, Suite 206

City, State, Zip Code: Charlotte, NC 28211 County: Mecklenburg

2. The mailing address *if different from the street address* of the new principal office is:

3. This statement will be effective upon filing, unless a later date and/or time is specified: _____

This is the 23rd day of October, 20 08.

Teen Health Connection, Inc.

Name of Corporation

Sandy Johnson

Signature

Sandy Johnson, Board President

Type or Print Name and Title

NOTES:

1. Filing fee is \$5. This statement and one exact or conformed copy of it must be filed with the Secretary of State.