CORPORATE POLICIES

OF

Us TOO INTERNATIONAL, INC.

Approved December 7, 2013

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I. General Policies

Bylaws/Policies & Procedures

Definitions

1. A policy is a directive or statement of a decision that must be adhered to. Collectively, policies form one of the three governing documents of the Organization and are superseded only by the Articles of Incorporation and Bylaws. All of the Organization’s policies must conform to the principles outlined in the Us TOO Articles of Incorporation and Bylaws.

2. A procedure offers guidelines for implementing a policy. Where necessary and/or helpful to illuminating a stated policy, this manual will include certain implementation guidelines for some policies.

Development of Policies and Procedures

3. Any Board or staff member, committee chair or member may recommend a policy and/or procedural change, addition, or deletion.

4. The individual making the recommendation drafts the proposed policy and/or procedure, and obtains an understanding from those whom the policy affects, e.g., committee members, Board, staff.

5. Recommendations for changes in policies and board procedures must be submitted in writing to the Bylaws, Policy and Board Procedures committee, if sitting, or to the Executive Committee for review, revision, consultation and recommendation prior to presentation to the Us TOO Board of Directors where a majority vote will approve the proposed change.

6. Recommendations for changes in all operational procedures must be submitted in writing to the President/CEO for review and consideration.

7. For policy actions related to committees, the committee chair, the Chairman of the Board and the President/CEO or the Executive Committee should consult regarding whether or not policy actions should come before the Executive Committee prior to being considered by the Board.

Collaborative Arrangements with Other Organizations and Industry

8. Us TOO has reviewed and accepts the National Health Council’s Guiding Principles in Corporate Relations and makes them part of the Us TOO Policies by attaching them to the Addendum.

Collaborative arrangements between Us TOO and other organizations or industry may be undertaken only after a written proposal is reviewed and approved by the Us TOO Board of Directors. The President/CEO or the Executive Committee is authorized to approve collaborative arrangements with other organizations and with industry partners under the following conditions:

- It is consistent with the Us TOO mission and strategic plan;
- The sponsor’s name will not be prominent, nor will any promotional materials be product specific;
• It will not be a long-lasting, binding arrangement;
• It will not incur significant cost to Us TOO;
• The company or organization making the request will submit a proposal in the format developed by Us TOO.

9. Us TOO liaisons to external groups should be clearly listed as representing Us TOO.

**Distribution of Us TOO Mailing List**

10. Us TOO contact lists will not be provided to any organizations for sales or solicitation purposes.

**Use of Us TOO Name and Logo**

**Definition and General Policies**

11. The Us TOO logo is a registered trademark designed to project the visual identity of the Organization. The Trademark Guide stipulates that the primary function of a trademark is to indicate origin. Preservation of the trademark registration requires that the logo be continued in an ordinary (unaltered) manner in order to distinguish Us TOO programs and services. As a result, modifications may not be used without prior approval of the President/CEO.

12. The logo should be included at least once on all Us TOO publications, forms, brochures, website and products. This includes those projects that may also have a separate logo created to support a theme or program, e.g., a specific program or meeting.

**Use by Chapters**

13. The Us TOO logo may be used by chapters chartered by the international organization, alone or in conjunction with an approved chapter’s logo uses require permission and a written request with a sample of the proposed usage submitted to the President/CEO for review and approval.

14. The acronym “Us TOO” alone cannot be used by chapters. A local descriptor – such as Us TOO New York or Wake County Us TOO – must be used so as not to cause confusion with Us TOO International.

**Use by Industry**

15. The Us TOO logo may not be used in conjunction with promotion of commercial products or linked to a specific industry/company.

16. The Us TOO logo is not to be used with commercially produced materials. Under specific circumstances and with review and approval of the Chairman and President/CEO, the Organization’s name, may be used in conjunction with industry-produced educational materials, with a credit line, e.g., “this information is provided by Us TOO INTERNATIONAL and the XYZ Company.”
17. Use of the Us TOO logo in proximity to a specific company logo is disallowed without prior written permission and approval of the President/CEO.

Use by Other Not-For-Profit Organizations

18. The Us TOO logo may be used with other organizational logos in co-provided or cosponsored programs with prior written permission and approval of the President/CEO.

II. Financial Policies

Budget

19. The President/CEO, in accordance with the Bylaws, shall submit a recommended budget in the last quarter to the Board of Directors that includes and identifies all revenues and expenses by category, including recommended capital purchases.

20. The President/CEO shall provide the Board of Directors at each quarterly meeting a report and assessment on the status of the current budget.

21. All amendments to the annual budget must be approved by the Board of Directors.

Check Signing

22. Checks under $15,000 require any one signature of the authorized check signers. Checks over the amount of $15,000 require any two signatures of the authorized check signers: one staff signature and one officer signature.

23. The President/CEO and Treasurer shall be responsible for overseeing the administration of these policies and maintaining internal controls over checks and disbursements.

Electronic Bill Payment

24. Payment for Us TOO bills may be made by electronic means, at the discretion of the President/CEO, or Treasurer. The Check Signing policy will also apply to electronic payments.

25. The President/CEO and Treasurer shall be responsible for administration of this policy and maintaining internal controls over disbursements.

Investment Policy

Responsibilities

26. The Board of Directors will establish, periodically review, and approve all investment policies for Us TOO. They will select investment managers based upon the recommendations of the Investment Committee. In order to avoid any potential conflict of interests, the board of Us TOO International gives discretionary authority to the financial advisor(s) charged with
managing the investment fund. The board will monitor their performance and the various other aspects of the account as they relate to the stated objectives. The investment manager(s) will not, however, consult with us on individual security selection, and will be allowed to make these decisions within the framework provided on an independent, discretionary basis. This will effectively eliminate the potential for any conflicts created by affiliations and associations of any board member to any companies in which the endowment may be invested.

General Policies and Procedures

27. Ten percent (10%) of any unrestricted donation exceeding $50,000 must be deposited into one of the Us TOO investment funds.

28. As a not-for-profit, 501(c) (3) charitable organization, Us TOO collects contributions and serves as a repository of these funds. The fiduciary responsibility for these funds lies with the Us TOO Board of Directors. It is the investment policy of Us TOO to have an investment strategy weighted to growth with the goal of assuring the stability of Us TOO operations by providing one year operating support. The primary objective is to preserve the assets and minimize risk with appropriate diversification, and to provide real growth of the value of the investments through income and capital appreciation.

29. Investment guidelines

A. Types of Assets: All investment assets must have readily ascertainable market value and must be readily marketable. The assets are to be invested in publicly traded stocks, investment companies (mutual funds), exchange traded funds (ETFs), real estate investment trusts (REITs), US government bonds and US government agencies, investment grade corporate bonds, municipal bonds, exchange-traded American depository receipts (ADRs), certificates of deposit and money market funds (MMFs). Other security types will not be permitted without the prior written consent of the Investment Committee.

B. Asset diversification

(1). The equity portfolio should be well diversified to avoid undue exposure to any single economic sector, industry group or individual security. No equity securities of a single issuer or its affiliates when purchased shall comprise more than 5% of the equity portion of the Fund. Additionally no equity security shall exceed more than 10% of the equity portion of the fund and shall be rebalanced on a quarterly basis to a position less than 10% at the discretion of the manager.

(2). Equity holdings in American Depository Receipts (ADRs) shall not exceed 15% of the portfolio.

C. Asset Management and Custody:

(1). The Investment committee will evaluate and select an investment manager(s) to be approved by the Board of Directors to manage the investment assets. The Investment Committee may select one or more investment advisor(s) or mutual fund company(ies) to act as the investment manager(s).

(2). Assets of the Fund shall be kept within a brokerage or other formal custodial account.
(3). Brokerage/custodial account statements or account statements from the designated investment manager shall be reviewed by the Us TOO Board of Directors at least annually and at least quarterly by the Investment Committee.

30. **Investment goals.** The following investment goals are expected to be achieved over a three to five year time period.

   A. Exceed the rate of inflation, as measured by the Consumer Price Index (CPI), by at least 250 basis points on an annualized basis.

   B. Exceed the return of a Market Index comprised of the Standard and Poor’s 500 stock index (S&P500), Shearson Lehmen aggregate bond index and U.S. Treasury Bills, weighted to match the long-term asset mix of the Fund.

   C. A cash reserve target of six months of annual expenses not to exceed three times the size of the past year’s expenses or three times the size of the current year’s budget, whichever is higher.

31. Investments shall not be made for direct personal inurement (benefit) by any employee, constituent/member or agent of Us TOO.

**Indemnification**

32. The standard of prudence to be applied by those responsible for investing Reserve Funds shall be the “Prudent Person Rule” which states that investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived. The Prudent Person Rule shall be applied in the context of managing the overall portfolio.

33. Officers and staff acting in accordance with written policies and procedures, and exercising due diligence, shall not be held personally responsible for a specific credit risk or market price changes, provided that these deviations are reported immediately and appropriate action is taken to control adverse developments.

**Investment Criteria**

34. All investments must be in the name of the corporation - Us TOO INTERNATIONAL.

35. All investments must be U.S. Dollar denominated. [Last revised: October 2003]

36. All investment accounts must be opened with only the following authorized as signatories: President/CEO, Chairman, Treasurer and a designated alternate signatory. The limits as defined in the Us TOO check signing policy shall apply to disbursements and other transactions for all investment accounts.

**Investment Guidelines: Diversification**

37. Asset allocation will be determined by the Investment Committee at least annually and communicated in writing to the investment managers.

38. Investment in the tobacco industry is prohibited.
III. Reimbursement for Expenses

General Policies and Procedures

39. Reimbursement is provided for authorized expenses incurred in performance of Us TOO responsibilities.

40. Expenses are authorized as provided in the current budget. Any unbudgeted expenses require prior approval of the Board of Directors, the Executive Committee, or President/CEO.

41. An individual authorized to attend a meeting representing Us TOO that is not an official Us TOO function, must have prior approval from the President/CEO, if a staff member, or the Chairman, if a volunteer. A report of the outcomes of the meeting may be required.

Travel Reimbursement Policy

Travel Purposes

42. Us TOO will reimburse travel to activities that are beneficial to the Us TOO Mission. Such activities typically include meetings of Us TOO Leadership (such as meetings of the Board of Directors or State Coordinators / Regional Directors), meetings with current or potential funding sources, regional or local chapter meetings where Us TOO official representation has been requested and authorized. Additionally, meetings (such as annual conferences, meetings with collaborating organizations, etc.) at which official representatives of Us TOO have been authorized to attend will be considered for reimbursement.

Authorization

43. For staff, travel for all Us TOO business will be authorized / approved in advance by the President / CEO. Travel by the President / CEO and volunteers will be authorized / approved by the Chairman of the Board, the Vice Chair in the Chair’s absence or the Treasurer in the absence of the two former individuals. A preauthorization record (e-mail acceptable) will be maintained in writing at Us TOO headquarters. Travel shall be for activities that are directly related and consistent with the Us TOO Mission and goals. Approval must consider the approved budget and available funds. If the travel is not budgeted, an identification of the source of funds will accompany the approval.

Air / Rail and Ground Transportation

44. Travelers will seek the most economical restricted direct coach fare. The traveler will be responsible for any penalty charge imposed because of voluntary change in reservations.

45. The traveler should make personal travel arrangements on one of the many available internet travel sites or with the airline / rail service provider directly. Electronic ticketing is preferable.

46. Whenever possible the traveler must book tickets not less than 21 days prior to travel. Us TOO will make every effort to inform the traveler of their meeting dates and locations well in advance of this time frame.
47. Round trip tickets purchased in a timely manner should not cost more than $500. In the event that the ticket will exceed this amount, the traveler shall contact the Us TOO office. For staff, the President/CEO, and for volunteers, the Chairman, have authority to authorize tickets over $500.

48. Us TOO reimburses travelers for the most appropriate and economical travel service to and from their hotels and airports, and any other meeting-related destinations. This may include shuttle service, rail service or taxi service.

49. Travelers must present receipts for reimbursement and make a notation as to the amount of any tips given. Generally, no reimbursement will be given without receipts. Approval by the President/CEO, if a staff member, or the Chairman, if a volunteers, may be given without a receipt.

50. When personal automobiles are used, Us TOO will reimburse at the then current IRS approved reimbursement rate.

51. Reimbursement for rental cars and associated charges are typically not reimbursed. Any request for rental car reimbursement must be approved in writing in advance of travel.

52. When travel by personal or rental car is pre-authorized as the most appropriate means of Travel, all necessary expenses (mileage, tolls and parking) are reimbursed.

53. When travel by personal or rental car for personal reasons is pre-authorized although air / rail transportation is available, the mileage allowance and other expenses are reimbursed only up to the cost of the applicable air/rail fare.

54. Us TOO will reimburse reasonable costs for parking at the departing airport and/or meeting facility. Valet parking or other exceptional parking charges will not be reimbursed unless required by health or disability.

55. A stay over on a Saturday night may reduce fares. If a traveler's schedule allows them to include a Saturday night stay when traveling on Us TOO business, and the total cost (fare, lodging, ground transportation and meals) is less than the amount of the fare, Us TOO will reimburse the extra hotel night and other costs.

56. Depending on the time and location of any particular meeting the traveler may not be able to get to the meeting or complete all necessary activities without spending a night at either end of travel. If schedules would require departure prior to 6am or departure after 8pm local time the traveler may chose to request authorization/approval of and reimbursement for hotel accommodations.

57. The Us TOO office arranges for all hotel accommodations for all Us TOO meetings. Typically, room tariff and tax will be charged to the Us TOO direct bill. In very limited cases, an individual may be asked to make individual hotel arrangements. In such cases the individual must obtain prior reimbursement approval and pay their own hotel bill and request reimbursement from
Us TOO. Any reimbursement will be limited to not more than the single/double room rate where a distinction is made by the hotel and not to exceed the Federal per diem for hotels for the city you are traveling to. Please see: http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml for the per diem rate for your destination.

Meals

58. Us TOO typically provides group meals during meeting times. Absolutely no room service or restaurant charges will be reimbursed for those meals that Us TOO provides. Checkout time is usually at noon, Us TOO does not reimburse for late check out fees.

59. Us TOO will reimburse for meals and tips not otherwise provided by Us TOO up to the Federal per diem for meals in the designated city you are traveling to. Please see: http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml for the per diem rate for your destination. Any meal expenditure/arrangements made by Us TOO or to be reimbursed should be reasonable and not be considered lavish or extravagant.

60. If you are paying for more than your own meal, please note on the receipt who you are paying for. As a general rule, meals are reimbursed only for those that Us TOO has responsibility for; other people included in the reimbursement must be connected to Us TOO business in a way as to make the reimbursement appropriate such as a volunteer or a representative of an organization doing business with Us TOO.

61. Spouse and/or caregiver meals are not reimbursed by Us TOO unless the caregiver is required for the individual to travel.

62. Us TOO will pay for food and non-alcoholic beverages only.

Room Service and Incidentals

63. Us TOO does not reimburse for any movies, room service, alcohol, Internet service, personal long-distance calls, bar or mini-bar charges.

64. Travel-accident and life insurance, agency service and/or delivery fees and other voluntary service fees will not be reimbursed.

Reimbursement by Us TOO

65. Reimbursement is always by check and made only upon presentation of a travel voucher and receipts.

66. Reimbursement will generally be provided within 14 days following receipt of completed reimbursement forms and receipts.
67. The President/CEO shall approve all requests for reimbursement. The Chair shall approve those of the President/CEO.

**Exceptions to Us TOO Travel Policy**

68. Any anticipated exceptions to the above should be discussed with the Us TOO staff and will be allowed only with prior approval of President/CEO.

**IV. Us TOO Purchasing and Bidding Policy**

**Purchasing Agent**

69. The President/CEO or such person designated by him, shall have among his duties the purchasing of all supplies, materials, fuel, and services for use by Us TOO except where the Bylaws or Policies say otherwise.

**Contractual Liabilities; Limitations.**

70. No contract shall be made nor expense incurred by any of the officers, volunteers or employees of Us TOO, unless the expenditure is consistent with the approved budget. The Board of Directors may authorize the President/CEO to make necessary expenditures not in the approved budget by amending the current year's approved budget or by approving such expenditures in the new fiscal year budget.

**Purchasing**

The policies of Us TOO regarding purchasing of goods and services, letting of contracts, soliciting bids for those goods and services and change orders shall be as follows:

71. All vendors or contractors who sell goods to or perform services for Us TOO shall conform to the requirements of these policies. The President/CEO can authorize contracts of $5,000 or less following the bidding and purchasing policies below. The President/CEO will periodically report to the Board of Directors all financial transactions other than matters handled through the petty cash fund.

72. Contracts for more than $5,000 shall be made on the basis of awarding of contracts to the lowest responsible bidder after bids have been received. The Board of Directors shall approve all such contracts of $25,000 and above.

73. Members of the Board of Directors, officers and employees of Us TOO or relatives thereof are not eligible to do business with Us TOO.

74. An equal opportunity for those wishing to do business with Us TOO is afforded.
**Bidding**

75. Us TOO regularly solicits prices from vendors on commonly purchased items to ensure that it is paying the lowest possible price for the highest quality goods and services.

76. On any items not commonly purchased by Us TOO multiple bids are required for purchases or contracts of $10,000 or more.

77. Preferred provider status may be awarded to selected vendors who have historically given good service and quality at reasonable rates. All requests for preferred provider status must be submitted in writing to Us TOO who will pass these on to the President/CEO for review. The President/CEO of Us TOO must approve this status and will be reviewed and re-approved annually.

78. Us TOO reserves the right to solicit bids for products and services furnished by preferred providers.

79. No volunteer or employee (other than the President/CEO) of Us TOO is permitted to negotiate bids amongst vendors for purchases or contracts.

80. Us TOO reserves the right to designate the qualified vendors from whom bids will be solicited.

81. Us TOO will advise the requestor if all bids exceed the expected price given on the purchase request. The purchase request may be re-bid, or cancelled. In no cases will Us TOO re-bid items that exceed approved budgetary amounts, unless specifically unauthorized by the President/CEO or his designated representative to do so.

82. All bids are "closed bids," and all solicitations for bidding to vendors will specify the date and time by which bids must be received by Us TOO. Bids will not be accepted after published deadlines, and may not be altered once received. Information regarding bids received will not be disclosed until all bids have been received or the bid deadline passes, whichever comes first.

83. All bids will be returned to the President/CEO. Award of bids will be decided by the Us TOO President/CEO.

84. Us TOO will select the winning bid based on considerations of price, time, record of performance, recommendations, and quality; the organization is not bound to accept only the lowest bids for goods or services.

85. On projects and/or contracts for goods and services involving amounts of $25,000 or more, approval of the Us TOO Board of Directors will augment the approval of the President/CEO. Bid awards will be made on the basis of considerations of price, time, record of performance, recommendations, and quality; the organization is not bound to accept only the lowest bids for goods or services.
86. Once all bids have been received and a bid award made, a purchase order will be issued to the lowest bidder and/or best value for the service or good. If the bid award results in a contract, it must be approved and signed by the President/CEO of Us TOO prior to a purchase order being issued.

87. The splitting of purchases to avoid the dollar value limitations for bids is forbidden.

88. It is improper to sacrifice economy or competitive effects to achieve local vendor sourcing.

89. The President/CEO of Us TOO or his designated representative must approve any exceptions.

**Purchase Orders**

90. Purchase orders are mandatory for all purchases. Us TOO volunteers and/or employees who purchase items and material outside the approved purchasing procedures set forth by Us TOO will not be reimbursed by Us TOO.

91. All items to be purchased, supplies to be stocked, and requests for payment must be handled through these procedures.

**Execution of Contracts**

92. The President/CEO, Chairman of the Board or any other person designated and authorized by the Board of Directors, may execute any contract on behalf of Us TOO.

**Sale of Personal Property**

93. Whenever Us TOO owns any personal property, which in the opinion of the Board of Directors is no longer necessary or useful to, or for the best interests of Us TOO, a majority of the Board of Directors acting at a regular meeting:

   A. May authorize the sale of that personal property in such manner as they may designate; or

   B. May authorize the President/CEO to convert that personal property into some other form that is useful to Us TOO by using the material in the personal property; or

   C. May authorize the President/CEO to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article. However, no article shall be turned in as part of the purchase price on any purchase except upon receipt of competitive bids after notice to all bidders that the article will be turned over as part of the purchase price.

**Records**

94. The President/CEO shall keep a record of all bids submitted to Us TOO for a period of 5 years.
V. Personnel Policies

95. The Us TOO Board of directors shall approve all Personnel Policies including but not limited to policies regarding employee recruitment, selection, discipline, termination, wages, benefits and conditions of employment.

96. The Us TOO Employee Manual, which is distributed to each employee, provides personnel-related information. It shall serve as the conduit of all Board approved employee policies to Us TOO employees.

97. The President/CEO is responsible for establishing and managing all necessary procedures to implement Board approved policies and to assure that Us TOO personnel practices conform with all applicable federal, state, and local laws and Board approved policies.

98. To assure consistency of policy interpretation, the President/CEO shall have responsibility for interpreting personnel policy applications and intent.

99. In the event of an inconsistency or conflict, applicable law and Board of Directors’ policies supersede other policies or guidelines.

100. Us TOO reserves the right to add, amend, or revoke any of the contained rules, policies, regulations, and instructions or incorporate additional ones, with or without notice, as circumstances or the good of the organization may dictate.

VI. Board of Directors

Voluntary Disclosure Statement

101. All Board members, Committee, and special committee chairpersons appointed by the Chairman are required to sign a “Conflicts and Dualities of Interest Disclosure Statement Acknowledgement” to avoid any potential conflict or duality of interest

Executive Committee

Committee Responsibilities

102. Responsibilities of the Executive Committee shall be as delineated in the Bylaws and shall be made up of all four officers plus the President/CEO. The Compensation Subcommittee of the Executive Committee shall "be responsible for recommending the compensation policies and programs of the Corporation".

103. The Executive Committee meets face-to-face, at meetings of the Board of Directors, and by conference call as deemed necessary. Officers are expected to be present for all scheduled meetings and conference calls of the Executive Committee, Board of Directors, and the Annual Business meeting.
President/CEO

104. Is an ex officio member of the Executive Committee and the Board of Directors, without voting privileges.

105. Is an ex officio member of all Us TOO Committees, Advisory Boards and Task Forces, without voting privileges.

106. Reports to and is annually evaluated by the Chairman and the Executive Committee of the Board of Directors.

Committees

Standing Committees

107. Per Us TOO Bylaws, Standing Committees include:
   • Executive
   • Finance (including the Audit, Corporate Compliance and Investment Subcommittees)
   • Board Membership and
   • Program

In addition to the following Board committees:
   • Corporate Partnerships and Affiliations
   • Development
   • Bylaws, Policies and Board Procedures

Finance Committee

Committee Responsibilities

108. Per the Bylaws the Finance Committee shall "make recommendations to the Board on all matters of fiscal policy." Subcommittees of the Finance Committee include the Audit Subcommittee, the Corporate Compliance subcommittee and the Investment subcommittee.

Board Membership Committee

Committee Responsibilities and Selection

109. Per the Bylaws, the Board Membership Committee shall: "be responsible for recommending, evaluating and nominating all candidates for Directors of the Corporation and its subsidiaries".

110. A total of not more than 11 directors plus 4 officers will be maintained on the Us TOO Board. If a director with an uncompleted term is elected to an officer position that creates an opening in that Board position for the unexpired term. At time of election, all openings, including completed terms, are to be filled per procedures outlined in the Bylaws.
111. Per the Bylaws, any member of the Committee who is then serving in a Director or Officer position for which the Committee has nomination responsibility, or whom, though not so serving, the Committee wishes to consider for such position, shall recuse himself or herself from the Committee's deliberations and nomination for such Director or Officer position.

112. In the event of a tie vote for members of the Board of Directors, the Board Membership Committee will break the tie. In the event that the Board Membership Committee is tied, the Us TOO Chairman will break the tie. In the event of a tie vote for an officer position, the Us TOO Chairman will break the tie.

**Program Committee (with Research and Education)**

*Committee Responsibilities*

113. Per the Bylaws this committee, the Program committee is responsible for the policy development and oversight of Us TOO’s programs that encompass the areas of research and education, support groups/chapters, the Companions and Families Circles of Love program, screening and outreach through events such as awards and anniversary events. The Program committee will coordinate its activities with other committees when appropriate. (Amendment made by Board action June, 2010). The Program committee will have responsibility of providing research guidance, counsel, oversight, measurements and evaluation for all programs and operations of the Corporation.

**Development Committee**

*Committee Responsibilities*

114. Per the Bylaws the Development Committee shall “ensure the alignment of fundraising activities and events throughout the Corporation.”

*Committee Membership*

115. Chairpersons of Standing Committees may appoint committee members except as provided for in the Bylaws or designated by the President/CEO or Chairman. Members of committees shall be appointed in collaboration with the chairperson for a term of one year, with the opportunity for reappointment for a second year term.

**VII. Chapters**

*Affiliation*

116. At the time of affiliation, the chapter-designate must have at least 5 members.
117. There should be no existing Us TOO chapter in the area serviced by the affiliating chapter designate.

**Us TOO Chapter/Support Group Standards and Teaming Agreement**

118. Us TOO has developed Standards and a Teaming Agreement for groups affiliated with Us TOO. It is policy that all groups affiliated with Us TOO will move to meet the requirements of the Standards and will sign the Teaming Agreement. Us TOO home office representatives will move in a tiered fashion to contact all existing affiliated groups not to exceed 60 days.

   It is Us TOO’s policy that all groups will meet these Standards. Us TOO will have each new group seeking affiliation with Us TOO and all existing groups conduct a self-study to determine its level of compliance with the Standards and demonstrate to Us TOO’s home office their level of compliance. In areas where full compliance does not exist, the group will state its plan and timing for correction.

   The self study materials will be reviewed by Us TOO’s home office and all groups meeting the Standards will be deemed to be “in good standing” for a period of 3 years. All groups “in good standing” will receive a charter indicating their agreement to participate in the fulfillment of the Us TOO Mission.

   Groups not achieving compliance, failing to develop a plan of correction or non-responsive, will be placed in a “not-in-good standing” category. The home office will contact the groups a minimum of three times (via email, letter and telephone) to engage the group in the process of meeting the Standards and signing the Teaming Agreement.

   Groups not meeting the Standards and failing to sign the Teaming Agreement will be disaffiliated and no longer enjoy the benefits of affiliation. Groups may appeal the decisions at any point and the Us TOO home office will review the appeal in a timely manner.

119. It is required that all Us TOO Chapter and Support Group information be current. While there are provisions in the Teaming Agreement for disaffiliation, a policy is needed for locations that have not signed the Agreement.

   Either Us TOO International or the location in question can terminate its relationship with Us TOO International upon sixty (60) day written notice, such notice to be sent Certified US Mail, Return Receipt Requested. Upon sixty days after either receipt, or notice from USPS that said mail was undeliverable, the location in question (1) will be removed from the list of active groups, (2) removed from the Us TOO website, and (3) may no longer use the Us TOO name or logo.

   In an effort to maintain accurate records, Us TOO International will annually by email request confirmation and/or correction of current contact information for each chapter and support group. For all chapters / support groups that do not respond within thirty (30) days:
1. Us TOO will attempt to contact the location by telephone to obtain the requested information. If no response is received within sixty (60) days of the original email, a letter will be sent Certified US Mail, Return Receipt Requested, asking for the requested information and advising that failure to respond will result in disaffiliation.

Upon sixty days after either USPS notification of receipt, notice from USPS that said mail was undeliverable, or a response indicating the group is no longer active, the location in question will (1) be removed from the list of active groups, (2) removed from the Us TOO website, and (3) may no longer use the Us TOO name or logo. (Board Approved September 2014)

VIII. Publications

Advertising

120. Us TOO may accept advertising of qualified products and services for use by the prostate cancer community, health professional and/or consumer. Approval of the President/CEO is required. He shall submit questionable materials to the Executive Committee for consideration. Advertising any product, service or publication in any Us TOO publication does not constitute endorsement by Us TOO. This disclaimer must appear in every issue. The Us TOO name and/or logo can be used only in advertising Us TOO programs and services.

IX. Us TOO Web Site

Advertising and Links

121. It is the policy of Us TOO to expand the use of advertisements and links on the Organization’s Web site.

122. Us TOO may approve requests from other organizations or entities to link to the Us TOO Web site so long as there is no direct or implied endorsement of any product or service associated with Us TOO's presence on the originating site. Links may not include use of Us TOO's logo unless specifically authorized in advance by the President/CEO.

123. Us TOO does not link to for profit or product affiliated Web sites unless such links are associated with paid Us TOO Web site advertisement, grant/sponsor acknowledgements or are promotions for exhibitors at Us TOO meetings.

124. Us TOO may offer Web links to its chapters, support groups, and not-for-profit organizations with an interest in prostate cancer or other health-related purposes, and governmental bodies.
X. Us TOO Awards

Purpose

125. Us TOO may maintain an awards program to recognize individuals, chapters or support groups for outstanding contributions to prostate cancer education and support or service to the organization by individual members and/or chapters or other individuals.

Categories of Awards

126. Currently there are seven awards in the Us TOO program. Criteria for nominations and selection process for each award shall be approved by the Board of Directors.

- Prostate Cancer Educator of the Year
- Distinguished Service Award
- Legislative Leadership Award
- Education Award
- Outstanding Chapter of the Year Award
- Legislator of the Year Award
- Edward C. Kaps Hope Award

XI. Industry

Educational Grants

127. Educational grants for the development of materials and/or activities may be sought and accepted from foundations or industry, subject to approval of the proposal and business plan of the activity by the President/CEO.

128. Us TOO will only accept educational grants in which grantors will not be permitted to control the educational content, and will not be granted specific space, time, or promotional ads in any educational programs and/or materials.

129. Disclosure of the source of educational grants is required on the cover of promotional materials or during introductions at an educational activity. However, no mention of the grantor or product endorsements may occur within educational content portion of any publication, product, or program.

Commercial Products/Educational Materials

130. Under no circumstances will Us TOO endorse any commercial product.
131. Materials that have been approved by Us TOO may include the Us TOO “Favorably Reviewed” logo, a statement of approval of the educational content, and a disclaimer.

**Coordination of Funding Opportunities**

132. To prevent duplication and competition of Organization priorities, all solicited or unsolicited funding and sponsorship opportunities with Industry Partners will be coordinated by the President/CEO, or his designee(s). At his discretion, the President/CEO will refer opportunities to volunteers and/or staff with appropriate responsibilities within the Organization.

133. Us TOO will not discriminate among funds from any source, if the proposal meets with the Organization’s goals.

**XII. Position Statements**

**Purpose**

134. The purpose of Us TOO position statements is to serve men with prostate cancer, their families and men at risk by documenting and disseminating recommendations related to practice, and thereby, serve the public by promoting quality prostate cancer education and support.

135. A position paper is published by the Organization for one or more of the following reasons:
   • to state an opinion or policy on an issue about which there has been confusion, controversy, or inconsistency in application;
   • to express a point of view that is the considered opinion of a major segment of the Us TOO constituency and the official position of the Organization at a certain point in time;
   • to express an opinion on an emerging issue of increasing pertinence;
   • to address an issue that impacts the quality of prostate cancer education and support or the delivery of patient care;
   • to provide direction to individuals and the prostate cancer community on recommendations related to quality care and/or education and support;
   • to prompt a call to action for promoting a practice or policy or taking specific action to promote quality prostate cancer education, support and/or medical care.

**General Policies**

136. Position statements must reflect in all instances the research evidence and/or consensus of experts in the particular topic area.

**Process**

137. A request for a position paper must come to the Board of Directors with evidence of need. The request may emanate from any source but must be presented by a Board member who is cognizant of the need.
138. To be considered for a position statement, the topic must meet certain criteria which include, but are not limited to, the following:
- the topic must relate to an educational issue in prostate cancer education and support, patient care management and/or to the Us TOO mission and goals;
- there must exist an adequate base of evidence on which to formulate a position statement.

139. A two-thirds majority vote of the Board is required to initiate development of a position statement.

140. New and revised position statements are submitted to the Board of Directors for approval. A two-thirds majority vote is required for approval.

### XIII. Political Campaigning

**Campaign Guidelines**

141. The following are the campaign guidelines that have been approved by the Us TOO Board of Directors:
- Active campaigning to the Us TOO constituency is not acceptable on behalf of any individual candidate or political party. Communication via mail or e-mail is not permitted. Campaign posters, buttons, or related items are not permitted to be distributed at any official Us TOO function.
- Solicitation or acceptance of campaign funds or services is not permitted.
- Individual conversation, endorsements, or encouragement for one candidate or the other among the Us TOO constituencies should be considered as wholesome and within good practices.
- Candidates should be prepared to discuss their views, if asked, with the prostate cancer community served by Us TOO.

### XIV. Non-Discrimination

142. Us TOO’s nondiscrimination policy in regard to race, color, religion, national origin, disability, age, gender, and sexual orientation is applicable to staff employment, membership on its governing board and persons serviced by Us TOO.

### XV. Organization Evaluation

**Performance and Effectiveness Evaluation Policy**

143. Us TOO will assess on an annual basis its performance and effectiveness in carrying out its mission. The assessment will include a summary of the organization’s fiscal year goals and
objectives and an analysis of the effectiveness of the activities in achieving the goals and objectives. The assessment will also include an evaluation of goals and objectives not met and offer recommendations for future actions. A written performance assessment report will be prepared by management staff and presented to the Board of Directors following the close of each fiscal year.

XVI. Us TOO Whistle Blower Protection

Whistle Blower Protection

144. Us TOO prides itself on our adherence to Federal, State and local laws and/or regulations, including business ethics policies. Even though Us TOO is not obligated to do so, the Board of Directors has decided to voluntarily adopt a whistle blower protection policy.

Pursuant to this policy, any employee who becomes aware of any violation of Federal, State or local law or regulation, including any financial wrongdoing should immediately report the violation to the President/CEO to allow the organization to investigate and if applicable, correct the situation or condition.

If the President/CEO is involved or is believed to be involved in the matter being reported, employees may, as an alternative make the report to the Chairman of the Us TOO Board of Directors. The organization will conduct and investigation and take appropriate action within a reasonable period of time. Such complaints will be held in confidence to the extent the needs of the investigation permit.

Financial wrong doing may include, but is not limited to:
- questionable accounting practices,
- fraud or deliberate error in financial statements or record keeping,
- deficiencies of internal accounting controls,
- misrepresentations to company officers or those with accounting responsibilities (including deviation from full reporting of financial conditions).

If any employee reports in good faith what the employee believes to be a violation of the law and/or financial wrong doing to the organization, or to a Federal, State or local agency or assists in the investigation concerning financials wrong doing, it is Us TOO’s policy that there be no retaliation taken against the employee.

Employees and members of the Board of Directors are reminded of the importance of keeping financial matters confidential. Employees with questions concerning the confidentiality or appropriateness of disclosure of particular information should contact the President/CEO. Board members with such concerns should contact the Chairman of the Board.
ARTICLE XVII.
CONFLICTS AND DUALITIES OF INTEREST

145. **Statement of General Policy.** The purpose of the policy on conflicts and dualities of interest is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest or a competing interest of a Director, officer, or certain employees or agents of the Corporation. The policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable Corporations. These provisions recognize that both real and apparent conflicts of interest or dualities of interest sometimes occur in the course of conducting the Corporation's daily affairs. Conflicts and dualities occur because the many persons associated with the Corporation should be expected to have and do in fact generally have multiple interests and affiliations and various positions of responsibility within the community. Sometimes a person serving as a fiduciary will owe identical responsibilities to two (2) or more organizations conducting similar activities.

Conflicts are undesirable because they potentially or apparently place the interests of others ahead of the Corporation's obligations to its corporate purposes and to the public interest. Conflicts are also undesirable because they often reflect adversely upon the persons involved and upon the institutions with which they are affiliated, regardless of the actual facts or motivations of the parties. However, the long-range best interests of the Corporation do not require the termination of all association with persons who may have real or apparent conflicts or dualities provided prescribed and effective methods can render such conflicts harmless to all concerned.

Therefore, the Corporation's affirmative policy shall be to require that all actual or apparent conflicts and dualities of interest be disclosed promptly and fully to all necessary parties and to prohibit specific involvement in the affairs of the Corporation by persons having such conflicts or dualities with respect to the matters as to which they have such conflict or duality.

146. **Definitions.** The following terms, when used herein, shall have the meanings set forth below:

(a) **Interested Person.** Any Director, officer, member of a Board committee or key agent or employee who has a direct or indirect financial interest, as defined below, is an interested person. If a person is an interested person with respect to any entity in the Corporation, he or she is an interested person with respect to all entities in the Corporation.

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

(i) an ownership or investment interest in any entity with which the Corporation has a transaction or contractual arrangement, or

(ii) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or contractual arrangement in excess of $1,000 in any year, or

(iii) 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, or
(iv) a director or officer position with an entity which competes with the Corporation for grants, contributions or managed care contracts, or

(v) any interest which would classify the person as a "disqualified person" under Section 4958 of the Code.

(c) Compensation includes direct and indirect remuneration as well as gifts or favors. A financial interest is not necessarily a conflict of interest. As provided below, a person who has a financial interest may have a conflict of interest only if he or she discloses it as such and if the appropriate Board or committee decides that a conflict of interest exists.

(d) Conflict of Interest. A conflict of interest occurs when an interested person has a financial interest which is disclosed as, or found under the policy to be, personal and proprietary to the interested person or a close member of his or her family.

(e) Duality of Interest. A duality of interest occurs when an interested person has a financial interest which is disclosed as or found under the policy to be a competing fiduciary obligation which does not involve a personal, proprietary interest.

147. Coverage of the Policy. The policy shall apply to all Directors, officers, Board committee members, key agents and key employees of the Corporation, including independent contractor providers of services and materials. The Corporation's management shall have the affirmative obligation to publicize periodically the policy to all such parties. It is the intention of the Corporation to utilize the policy to assure compliance with Section 4958 of the Code.

148. Procedures Under the Policy. The following procedures shall apply to all persons covered by the policy:

(a) Duty to Disclose. In connection with any actual or possible conflicts or dualities of interest, an interested person must disclose the existence of his or her financial interest and all material facts to the Directors and committee members considering the proposed transaction or arrangement. "Disclosure" as used in these regulations shall mean providing promptly to the appropriate persons a description, preferably in writing, of the facts comprising the real or apparent conflict or duality. An annual disclosure statement shall be circulated to all persons to whom the policy applies to assist them in considering such disclosures, but disclosure is appropriate whenever conflicts or dualities arise. The written disclosure notices of conflicts or dualities shall be filed with the Secretary of the Corporation or any other person designated by him or her to receive such notifications.

(b) Determining Whether A Conflict of Interest Exists. A disclosure may conclude that a conflict or a duality of interest exists. If it does not, 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 or duality 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 or Duality of Interest. An interested person may make a presentation at the Board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

(d) Proscribed Activity by Persons Having Conflicts or Dualities. When a disclosure concedes or the Board or committee finds that an individual Director, officer, agent or employee has a conflict or duality, such individual shall, in addition to filing the disclosure notice required hereunder, abstain from making motions, voting, executing agreements, or taking any other similar direct or indirect action on behalf of the Corporation where the conflict or duality might pertain, and shall be excluded from all debate on
the matter. When any interested person requests in writing, or upon its own initiative, the Board of Directors at any time may establish further guidelines consistent with the interests of the Corporation for the resolution of any real or apparent conflicts.

(e) Violations of the Conflicts or Dualities of Interest Policy.

(i) 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 person of the basis for such belief and afford him or her an opportunity to explain the alleged failure to disclose.

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

149. Records of Proceedings Regarding Conflicts. The minutes of the Board and of all Board committees 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 or duality of interest, the nature of the financial interest, any action taken to determine whether a conflict or duality of interest was present, and the Board's or committee's decision as to whether a conflict or duality of interest in fact existed.

(b) the names of all 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.

150. Compensation Committees. A voting member of any Board 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 person's compensation.

151. Annual Statements. Each Director, officer, member of Board committees, key agent and employee shall annually sign, on or before February 1\textsuperscript{st} (within thirty days of election or appointment as to any such person elected other than at the Annual Meeting and thereafter on or before February 1\textsuperscript{st}), and file with the Secretary, a statement which affirms that such person:

(a) has received a copy of the conflicts and dualities 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.

152. 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, the Executive Committee shall conduct or shall cause to be conducted periodic reviews. 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 services result in inurement or impermissible private benefit.

(c) Whether partnership and joint venture arrangements and arrangements with 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 with other entities, employees, and third parties further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

In conducting the periodic reviews provided for above, 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.

**Article XVIII**

**DOCUMENT MANAGEMENT POLICY**

153. Policy. The documents listed in this policy shall be destroyed at the ages indicated. However, all document destruction shall be halted immediately if the organization is being investigated by a governmental law enforcement agency or if a lawsuit has been filed by or against the organization. In such cases, routine destruction shall not be resumed without the written approval of legal counsel or the Chief Executive Officer.

154. Destruction ages (documents listed in alphabetical order for convenience).

- Accounts payable ledgers and schedules: 10 years
- Accounts receivable ledgers and schedules: 10 years
- Audit reports of accountants: Permanent retention
- Bank statements: 10 years
- Capital stock and bond records: ledgers, transfer payments, stubs showing issues, record of interest coupon, options, etc.: Permanent retention
- Cash books: 10 years
- Checks (canceled, with exception below): 10 years
- Checks (canceled, for important payments; i.e., taxes, purchase of property, special contracts, etc.) Checks should be filed with the papers pertaining to the underlying transaction): Permanent retention
- Contracts and leases (expired): 10 years
• Contracts and leases still in effect: Permanent retention
• Correspondence, general: 4 years
• Correspondence (legal and important matters): Permanent retention
• Depreciation schedules: 10 years
• Donation records of endowment funds and of significant restricted funds: Permanent retention
• Donation records, other: 10 years
  o [Note: Donation records include a written agreement between the donor and the charity with regard to any contribution, an email communication or notes of or recordings of an oral discussion between the charity and the donor where the representative of the charity made representations to the donor with regard to the contribution on which the donor may have relied in making the gift.]
• Deposit slips (duplicate): 10 years
• Employee personnel records (after termination): 7 years
• Employment applications: 3 years
• Expense analyses and expense distribution schedules (includes allowance and reimbursement of employees, officers, etc., for travel and other expenses): 10 years
• Financial statements (end-of-year): Permanent retention
• General ledgers and end-of-year statements: Permanent retention
• Insurance Policies: Permanent retention
• Insurance records, current accident reports, claims, policies, etc.: Permanent retention
• Internal reports, miscellaneous: 3 years
• Inventories of products, materials, supplies: 10 years
• Invoices to customers: 10 years
• Invoices from vendors: 10 years
• Journals: 10 years
• Minute books of Board of Directors, including Bylaws and Articles of Incorporation: Permanent retention
• Payroll records and summaries, including payments to pensioners: 10 years
• Purchase orders: 3 years
• Sales records: 10 years
- Scrap and salvage records: 10 years
- Subsidiary ledgers: 10 years
- Tax returns and worksheets, revenue agents reports, and other documents relating to determination of tax liability: Permanent retention
- Time cards: 10 years
ADDENDUM (Approved and added by Board action: December 2009)

CORPORATE RELATIONSHIPS POLICY

(National Health Council, Standards of Excellence)

Us TOO International considers first and foremost its mission and serving its constituents in all decisions, including whether to enter into a relationship with a for-profit entity. In many cases, activities that fulfill Us TOO’s mission cannot be accomplished as well alone as they can be through collaboration and alliances among like-minded organizations.

It is for this reason that Us TOO seeks to forge appropriate and productive collaborative relationships with corporations and/or others.

The need arises, therefore, for Us TOO to establish guidelines that help it take full advantage of opportunities for corporate engagement, but that also serve as safeguards against any possible negative impact that corporate relationships might have on Us TOO’s public image and integrity, whether real or perceived.

Types of Corporate Support
Potential corporate relationships are generally characterized by one or more of the following activities:

- **Program Sponsorships:** Support provided to conduct educational programs for patients and health care professionals and public awareness programs. In the case of professional education, the program must be conducted in accordance with the guidelines of the Accreditation Council for Continuing Medical Education (ACCME).

- **Event Sponsorships:** Support provided primarily to underwrite fundraising events, such as walks, bike rides, and black-tie galas. Corporate support typically offsets a portion of the expenses of such events, allowing more of the funds raised to go directly to support the organization’s mission.

- **Health Message Promotions:** Activities that direct the consumer to the organization for information on the specific disease or condition in exchange for use of the organization’s name, logo or message in a corporation’s product advertising, promotional or educational materials.

- **Strategic Alliance or Partnership:** A significant, long-term and mutually beneficial relationship between an organization and a corporation. Typically, the organization helps supply a health education message or service that is delivered through a company delivery system to better serve people with the particular health interest or
condition. It is often a collaborative effort to improve the health information or service provided to the individual. It may not necessarily involve a monetary exchange.

- **Consumer Product Purchase:** A donation to the organization triggered by the purchase of a product by a consumer. Such initiatives are most commonly based on sales during a specific period and/or include a cap on the maximum amount that the corporation will donate.

- **Endorsement:** A recommendation that a product, special feature of a product, attribute of a product and/or the efficacy of a product is superior to other products. Generally, endorsements should be avoided. In particular special scrutiny, including regulatory guidelines, must be applied when prescription and over-the-counter drugs and devices are involved.

- **Licensing:** A relationship where an organization authorizes a company to develop, produce, market and/or distribute a mission-related product that is marketed under the organization’s name, e.g., cookbooks, books, videos and other mission-related educational materials. In return, the organization typically receives royalties.

- **Certification:** A relationship where an organization recognizes that a particular product or service of a company complies with or satisfies an applicable or relevant organization standard. Generally, exclusive certifications should be avoided.

The definitions above describe the basic types of corporate relationships but are not necessarily separate and distinct. There may be overlap, and hybrid arrangements can exist.

**Guiding Principles for Corporate Relationships**

- **Independence:** Us TOO exercises independent judgment in all its decision making related to any corporate relationship.

- **Mission-related benefit:** The relationship provides a meaningful mission-related benefit to the general public or particular constituencies of Us TOO.

- **Consistency:** The relationship is consistent with Us TOO’s principles, public positions, policies, and standards.

- **Adherence:** The relationship adheres to all applicable state and local laws and regulations.

- **Non-deceptive communications:** All materials from the corporation or Us TOO directed to the public will contain accurate and non-deceptive terms or statements such that a reasonable person will understand the nature and extent of the corporate relationship. Specific monetary amounts need not be reported except where a purchase by a consumer causes a donation to be made to Us TOO, in which case Us TOO will disclose the amount or percentage of money from the sale which will actually go to the organization, the duration of the campaign (e.g., the month of
October), and any maximum or guaranteed minimum contribution amount (e.g., up to a maximum of $200,000).

- **Endorsements:** Us TOO does not endorse products or services.

- **Certifications:** Certifications may only be issued by Us TOO once a particular product or service of a company complies with or satisfies an applicable or relevant standard of the organization. Exclusive certifications should be avoided unless they: (i) are limited to a particular activity for a specified time period; (ii) provide meaningful benefit to Us TOO and the public; and (iii) do not prohibit Us TOO from engaging in different types of activities with competing corporations and/or products.

- **Privacy:** Us TOO reports gifts in categories to protect the privacy of people participating in corporate-sponsored activities and/or programs.

- **Compliance:** Us TOO’s mechanism to assure compliance with its corporate relations policy by support group chapter of Us TOO will be an annual review by management staff.

- **Balance:** Us TOO evaluates on an annual basis the total amount of corporate support received as a percentage of total revenue.

**Written Agreement**
Us TOO will execute a written agreement with the corporation for any activity in which Us TOO is obligated to meet any terms or conditions. The written agreement must clearly indicate:
- the amount of money that will be transferred to Us TOO;
- whether the payment is unrestricted or earmarked to support a particular event or program activity;
- a written description of the mission-driven activity being supported that both parties will agree to use for purposes of disclosure to the general public;
- the manner in which each party will disclose the support to the general public, (e.g., in an easily accessible location on their websites);
- that Us TOO retains complete control of and right of approval over all content related to the event or program activity; and
- whether, and if so, how Us TOO’s name, logo and/or any identifying marks will be used by the corporation. Us TOO shall not allow its name/logo or identifying marks to be used in any promotion or advertisement that names and compares competing products unless the organization has determined the superiority of the product with which it is associating and can substantiate its superiority.
Disclosure
Us TOO will, unless otherwise prohibited by law, disclose financial support it receives as a result of corporate relationships. Us TOO will disclose amounts received from corporations identified on Schedule B of its Form 990 (more than the greater of $5,000 or 2% of the total amount of contributions reported on line 1 h of Part VIII of Form 990 (2008)) and by category in our Annual Report. Both will be displayed on the Us TOO website. In addition, the disclosure will include support received by any of Us TOO’s chapters and affiliates with more than $250,000 in annual revenue.

Us TOO will publish the disclosure information in a format easily accessible to the public (on the Us TOO website and in our annual report) within six months of the close of the organization’s fiscal year. (The disclosure information will include the name of the corporation, the aggregate amount of support provided by that corporation (by range in the Annual Report), and the total amount of all corporate support received from all corporations.

Operating Guidelines
Us TOO will develop written operating guidelines for use in the review and approval of corporate relationships and ongoing evaluation of such relationships.