

ARTICLES OF RESTATEMENT
OF
VIRGINIA PUBLIC HEALTH ASSOCIATION

A Virginia Nonstock Corporation

The undersigned, on behalf of the nonstock corporation set forth below, pursuant to Title 13.1, Chapter 10, Article 10 of the Code of Virginia, states as follows:

1. The name of the Corporation immediately prior to restatement is “Virginia Public Health Association.”
2. The restatement contains an amendment to the articles of incorporation.
3. The text of the amended and restated articles of incorporation is attached hereto.
4. The restatement was adopted by the corporation on May __, 2010.
5. The restatement was proposed by the Board of Directors and submitted to the members in accordance with the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, and at a meeting of the members, consisting of one voting group at which a quorum was present:
 - (a) The total number of undisputed votes cast for the restatement by the members was ____:
 - (b) And the number cast for the restatement by the members was sufficient for approval by the members.

Executed in the name of the corporation by:

By: _____

Date: _____

Name: _____

Title: _____

SCC ID#: 0215190-0

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
VIRGINIA PUBLIC HEALTH ASSOCIATION

A Virginia Nonstock Corporation

1. **Name**. The name of the Corporation is “Virginia Public Health Association.”
2. **Purpose**. The Corporation is organized exclusively for charitable, educational and scientific purposes, including but not limited to the following:
 - (i) To promote the improvement of public health practice and sound public health policy in the Commonwealth of Virginia;
 - (ii) To provide opportunities for persons actively engaged or interested in the broad field of public health to meet together and share knowledge and experiences with a view toward protecting and promoting public and personal health;
 - (iii) To provide leadership in public health issues within or affecting the Commonwealth of Virginia by studying and analyzing public health needs and problems, and initiating and supporting actions to meet such needs and remedy such problems;
 - (iv) To promote continuing educational opportunities for public health and allied workers in order to acquire new or broader knowledge and to develop new skills and techniques to enable the delivery of more effective public health services;
 - (v) To stimulate, initiate or undertake studies or surveys relating to public health;

(vi) To promote and encourage collaborative effort in support of public health objectives among official, voluntary and professional organizations concerned with such fields as health, welfare, mental health, education and public administration;

(vii) To promote and stimulate high professional standards in the field of public health;

(viii) Subject to the limitations set forth below, to initiate and support legislative action that will strengthen and promote public health;

(ix) To engage the public and appropriate community groups in public health issues and programs to increase public awareness and support; and

(x) To function actively as an affiliate of the American Public Health Association.

Subject to the limitations set forth below, the Corporation may conduct any or all lawful affairs, not required to be stated specifically in these Articles, for which corporations may be incorporated under the Virginia Nonstock Corporation Act.

3. **Activities and Powers.**

(a) The Corporation shall not be operated for profit. It may engage only in activities that may be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and by a corporation to which contributions are deductible under Sections 170(c), 2055 and 2522 of the Internal Revenue Code. To the extent consistent with Section 501(c)(3) of the Internal Revenue Code, the Corporation may exercise any and all powers conferred upon nonstock corporations by Sections 13.1-826 and -827 of the Virginia Nonstock Corporation Act.

(b) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation (except as otherwise permitted by Section 501(h) of the Internal Revenue Code); and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

(c) No part of the net earnings of the Corporation shall inure to the benefit of any Director or officer of the Corporation or any person having a personal or private interest in the activities of the Corporation, except that the Corporation may pay reasonable compensation for services rendered and may make payments or distributions in furtherance of the purposes set forth in Article 2.

4. **Members.** The Corporation shall have one or more classes of members. The class or classes of membership, and the qualifications and rights of, and any dues or assessments applicable to, the members of each class of membership shall be as provided for in, or established in accordance with, the bylaws of the Corporation. The members, regardless of class or classes, will be treated as a single voting group and the members shall have the exclusive right (except as otherwise provided in the bylaws of the Corporation) to vote on the election of the President, President-Elect, Treasurer and Secretary of the Corporation and the amendment of the Articles of Incorporation and the bylaws of the Corporation. Except as otherwise provided in the bylaws of the Corporation, all other voting power shall be vested in the Board of Directors of the Corporation. In voting on an amendment to the Articles of Incorporation, such amendment shall be approved by the members if the votes in favor constitute a majority of all votes cast on the amendment at a meeting at which a quorum of members in good standing was present in person or by proxy.

5. **Directors.**

(a) Unless the Corporation's bylaws provide otherwise, the Board of Directors of the Corporation shall consist of at least seven (7) and not more than twenty (20) individuals.

(b) Notwithstanding the foregoing, each of the Executive Director of the Corporation and a representative of the Virginia Department of Health, appointed by Virginia Commissioner of Health, shall serve *ex officio* as a member of the Board of Directors.

6. **Registered Office and Agent.** The registered office of the Corporation shall be the Department of Public Health Sciences, University of Virginia, Hospital West Complex, RM 3181, Virginia, in the City of Charlottesville, Virginia. The registered agent is Ruth Gaare Bernheim, who is a resident of Virginia and an Officer of the Corporation and whose office is the Corporation's registered office.

7. **Dissolution.** Upon the dissolution of the Corporation and the winding up of its affairs, the assets of the Corporation shall be distributed as the Board of Directors may determine to one or more entities organized and operated exclusively for charitable, educational and scientific purposes and described in Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code when distributions are to be made to them.

8. **Indemnification.**

(a) ***Definitions.*** As used in this Article:

“applicant” means the person seeking indemnification pursuant to this Article;

“expenses” includes counsel fees;

“liability” means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding;

“party” includes an individual who was, is, or is threatened to be made, a named defendant or respondent in a proceeding; and

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

(b) ***Limitation on Liability.*** In any proceeding brought by or in the right of the Corporation, no Director or officer of the Corporation shall be liable to the Corporation for monetary damages with respect to any transaction, occurrence or course of conduct, whether prior to or subsequent to the effective date of this Article, except for liability resulting from such person’s having engaged in willful misconduct or a knowing violation of the criminal law or any federal or state securities laws.

(c) ***Indemnification.*** The Corporation shall indemnify (i) any person who is or was a party to any proceeding by reason of being or having been a Director or officer of the Corporation, or (ii) any Director or officer who is or was serving at the request of the Corporation as a director, officer, manager, employee, agent, trustee, partner or officer of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against any liability incurred in connection with such proceeding unless the Director or officer engaged in willful misconduct or a knowing violation of the criminal law. A person is considered to be serving an employee benefit plan at the Corporation’s request if the person’s duties to the Corporation also impose duties, or otherwise involve services, to the plan

or to participants in or beneficiaries of the plan. The Board of Directors, by a majority vote of disinterested Directors, may enter into a contract to indemnify any Director or officer in respect of any proceedings arising from any act or omission, whether occurring before or after the execution of such contract.

(d) ***Applicability.*** The provisions of this Article shall be applicable to all proceedings commenced after the adoption hereof, arising from any act or omission, whether occurring before or after such adoption. No amendment or repeal of this Article shall have any effect on the rights provided under this Article with respect to any act or omission occurring prior to such amendment or repeal. The Corporation shall promptly take all such actions, and make all such determinations, as shall be necessary or appropriate to comply with its obligation to make any indemnity under this Article and shall promptly pay or reimburse all reasonable expenses, including attorneys' fees, incurred by any such Director or officer in connection with such actions and determinations or proceedings of any kind arising therefrom.

(e) ***No Presumption.*** The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the applicant did not meet the standard of conduct described in section (b) or (c) of this Article.

(f) ***Determination.*** Any indemnification under section (c) of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the applicant has met the applicable standard of conduct set forth in section (c). The determination shall be made:

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

(ii) If a quorum cannot be obtained under subsection (i) of this section, by majority vote of a committee duly designated by the Board of Directors (in which designation, Directors who are parties may participate), such committee consisting solely of two or more Directors not at the time parties to the proceeding; or

(iii) By special legal counsel:

(A) Selected by the Board of Directors or its committee in the manner prescribed in subsection (i) or (ii) of this section; or

(B) If a quorum of the Board of Directors cannot be obtained under subsection (i) of this section and a committee cannot be designated under subsection (ii) of this section selected by majority vote of the full Board of Directors (in which selection, Directors who are parties may participate).

Any evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is appropriate, except that if the determination is made by special legal counsel, such evaluation as to reasonableness of expenses shall be made by those entitled under subsection (iii) of this section to select counsel.

(g) **Expenses.** The Corporation shall pay for or reimburse the reasonable expenses incurred by any applicant who is a party to a proceeding in advance of final disposition of the proceeding or the making of any determination under section (f) if the applicant furnishes the Corporation:

(i) A written statement of the applicant's good faith belief that the applicant has met the standard of conduct described in section (c); and

(ii) A written undertaking, executed personally or on the applicant's behalf, to repay the advance if it is ultimately determined that the applicant did not meet such standard of conduct.

The undertaking required by subsection (ii) above shall be an unlimited general obligation of the applicant but need not be secured and may be accepted without reference to financial ability to make repayment. Authorizations of payments under this section shall be made by the persons specified in section (f).

(h) ***Contracts to Indemnify.*** The Board of Directors is hereby empowered, by majority vote of a quorum consisting of disinterested Directors, to cause the Corporation to indemnify or to contract to indemnify any person not specified in section (c) of this Article who is, was or may become a party to any proceeding, by reason of being or having been an employee or agent of the Corporation, or serving or having served at the request of the Corporation as director, officer, manager, employee, agent, trustee or partner of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, to the same extent as if that person were specified as one to whom indemnification is granted under section (c). The provisions of sections (c) through (g) of this Article shall be applicable to any indemnification provided pursuant to this section.

(i) ***Insurance.*** The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, manager, employee, agent, trustee or partner of another corporation, partnership, limited liability company,

joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against or incurred by that person in any such capacity or arising from the person's status as such, whether or not the Corporation would have power to indemnify against such liability under the provisions of this Article.

(j) **References.** Every reference herein to directors, officers, managers, employees, agents, trustees or partners shall include former directors, officers, managers, employees, agents, trustees and partners and their respective heirs, executors and administrators.

(k) **Nonexclusivity.** The indemnification hereby provided and provided hereafter pursuant to the power conferred by this Article on the Board of Directors shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Corporation or others, with respect to claims, issues or matters in relation to which the Corporation would not have the power to indemnify such person under the provisions of this Article. Such rights shall not prevent or restrict the power of the Corporation to make or provide for any further indemnity, or provisions for determining entitlement to indemnity, pursuant to one or more indemnification agreements, bylaws, or other arrangements (including, without limitation, creation of trust funds or security interests funded by letters of credit or other means) approved by the Board of Directors (whether or not any of the Directors of the Corporation shall be a party to or beneficiary of any such agreements, bylaws or arrangements); provided, however, that any provision of such agreements, bylaws or other arrangements shall not be effective if and to the extent that it is determined to be contrary to this Article or applicable laws of the Commonwealth of Virginia.

(1) ***Severability.*** Each provision of this Article shall be severable, and an adverse determination as to any such provision shall in no way affect the validity of any other provision.