

SECOND AMENDED AND RESTATED COLLABORATION AGREEMENT

This **SECOND AMENDED AND RESTATED COLLABORATION AGREEMENT** (this “**Agreement**”) is entered into on ~~February 18~~ May 10, 2021 (the “**Effective Date**”) by and among EVANGELICAL COMMUNITY HOSPITAL, a Pennsylvania non-profit corporation (“**ECH**”), Evangelical Medical Services Organization, a Pennsylvania non-profit organization (“**EMSO**”) (collectively “**Evangelical**”), GEISINGER HEALTH, a Pennsylvania non-profit corporation (“**Geisinger**”), and GEISINGER HEALTH PLAN, a Pennsylvania non-profit corporation (“**GHP**”). Evangelical, Geisinger, and GHP are collectively referred to as “**Parties**”, each a “**Party**”. Capitalized terms used in this Agreement have the respective meanings given to them by definition in this Agreement or in Exhibit A, attached hereto.

Background

A. The Parties entered into a certain Collaboration Agreement dated February 2, 2019 (the “**Signing Date**”), as amended by Amendment No. 1 to the Collaboration Agreement dated January 31, 2020 and Amendment No. 2 to the Collaboration Agreement dated May 1, 2020, as amended and restated February 18, 2021 (the “**Original Agreement**”).

B. The Parties desire to amend and restate the Original Agreement in its entirety pursuant to the terms and conditions contained in this Agreement, to further remove provisions from the Original Agreement with which the Antitrust Division of the US Department of Justice and the Antitrust Section of the Pennsylvania Office of Attorney General disagreed.

C. ECH is a Pennsylvania non-profit, non-stock corporation that is exempt from federal taxation pursuant to Section 501(c)(3) of the Code.

D. ECH is an independent community hospital which provides high quality services to patients throughout Snyder, Union, Northumberland, Montour and Lycoming Counties (the “**Service Area**”).

E. EMSO, an Affiliate of ECH, is a Pennsylvania taxable, non-profit, non-stock corporation.

F. EMSO provides ambulatory healthcare services in the Service Area.

G. Geisinger is the parent corporation of an integrated health system of hospitals and other entities including thirteen (13) hospitals, research centers, and the Geisinger Commonwealth School of Medicine.

H. Geisinger is a Pennsylvania non-profit, non-stock corporation that is exempt from federal taxation pursuant to Section 501(c)(3) of the Code.

I. GHP is a health maintenance organization which provides healthcare coverage through a network of health care providers for 42 counties throughout Pennsylvania.

J. GHP is a Pennsylvania non-profit, non-stock corporation.

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K. In furtherance of its mission, Evangelical explored ways to improve its delivery of healthcare by investing in new technologies and enhancing existing services to better serve the community.

L. The Parties have discussed a proposed transaction whereby the Parties would collaborate pursuant to the terms of this Agreement (the “**Transaction**”) to benefit the Service Area and make healthcare delivery more efficient, cost-effective and better for the community.

M. The Parties believe that (i) the respective missions, vision, and values of Geisinger, GHP and Evangelical are highly compatible, (ii) the Transaction will allow the Parties to continue their respected legacies of community services, and (iii) the Transaction will allow for the continuity and enhancement of best practices, cultures and capabilities, to best (a) facilitate the delivery of efficient, effective and quality patient care, (b) provide consistent service and quality control, (c) provide prompt availability of professional services, and (d) enhance the efficient and effective administration of medical services for all Parties.

Agreement

To aid in promoting the foregoing, and in consideration of the mutual covenants and provisions set forth in this Agreement, the Parties covenant and agree as follows:

ARTICLE I CLOSING

1.1 Closing Date. Subject to the satisfaction or waiver by the appropriate Party or Parties of all conditions precedent to the Closing specified herein, the closing of the Transaction pursuant to the Original Agreement (the “**Closing**”) ~~shall take took~~ place ~~remotely on or before on~~ February 1, 2019, ~~or another date as mutually agreed to in writing by the Parties~~ (the “**Closing Date**”). This Agreement amends, restates and supersedes the Original Agreement effective as of the Effective Date. At the Closing, the Parties shall perform the following:

(a) Evangelical Membership Interest Transfer to Geisinger. In consideration of the financial and other commitments of Geisinger herein, Evangelical will transfer 7.5% of its membership interest to Geisinger, as a reflection of the capital contribution Geisinger has made to date, as provided in Section 1.1(b). To accomplish this, Evangelical will amend its Articles of Incorporation and Bylaws substantially as provided in Exhibit B and Exhibit C, hereto.

(b) Financial and Capital Commitments.

(i) Geisinger has contributed \$17 million to Evangelical to support the capital construction project known as Patient Room Improvement Modernization and Enhancement.

(ii) Geisinger has contributed \$3,334,023 to support the Miller Center for ~~Recreative~~ Recreation and Wellness.

(iii) For the avoidance of doubt, Geisinger is not obligated to and will not make any further capital contributions to Evangelical.

(c) Closing Deliverables. The Parties shall deliver the certificates, instruments or documents set forth in Sections 2.1(d) and 2.2(d).

1.2 Effective Time. The Closing shall be deemed effective as of 12:00:01 A.M. local time on the Closing Date (the “**Effective Time**”).

ARTICLE II CONDITIONS TO CLOSING

2.1 Conditions Precedent to Obligations of Geisinger and GHP. The obligation of Geisinger and GHP to consummate the Transaction is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Geisinger or GHP in whole or in part):

(a) The representations and warranties of Evangelical set forth in this Agreement shall be true and correct in all respects on and as of the Signing Date and on and as of the Closing Date as though made on and as of the Closing Date, except to the extent such representations and warranties are made on and as of a specified date, in which case the same shall continue on the Closing Date to be true and correct as of such specified date;

(b) Evangelical shall have performed and complied with all covenants required by this Agreement to be performed or complied with by Evangelical on or prior to the Closing Date;

(c) There shall not be in effect any Law or order restraining, enjoining or otherwise prohibiting the consummation of the Transaction;

(d) At Closing, Evangelical shall deliver or cause its Affiliates to deliver to Geisinger the following certificates, instruments and documents:

(i) an officer’s certificate of Evangelical dated as of the Closing Date, stating that the conditions set forth in this Section 2.1 have been satisfied;

(ii) all consents, authorizations, approvals and waivers required for the consummation of the Transaction, including the Evangelical ~~boards~~-board resolutions authorizing the Transaction and any governmental approvals necessary for the continued operation of Evangelical in the ordinary course of business;

(iii) amended and restated Articles of Incorporation of Evangelical substantially in the form attached hereto as Exhibit B (the “**Amended Evangelical Articles**”);

(iv) amended and restated Bylaws of Evangelical substantially in the form attached hereto as Exhibit C (the “**Amended Evangelical Bylaws**”);

(v) the Payor Agreement by and between Evangelical and GHP substantially in the form of Exhibit D (the “**GHP Agreement**”) executed by Evangelical and EMSO;

(vi) such other certificates and instruments, satisfactory to Geisinger, as it shall reasonably request in connection with the Closing.

2.2 Conditions Precedent of Obligations of Evangelical. The obligation of Evangelical to consummate the Transaction is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Evangelical in whole or in part):

(a) The representations and warranties of Geisinger and GHP set forth in this Agreement shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date as though made on and as of the Closing Date, except to the extent such representations and warranties are made on and as of a specified date, in which case the same shall continue on the Closing Date to be true and correct as of such specified date;

(b) Geisinger and GHP shall have performed and complied with all covenants required by this Agreement to be performed or complied with by Geisinger or GHP on or prior to the Closing Date.

(c) There shall not be in effect any Law or order restraining, enjoining or otherwise prohibiting the consummation of the Transaction.

(d) At the Closing, Geisinger or GHP, as applicable, will deliver, or cause to be delivered, to Evangelical the following certificates, instruments and documents:

(i) an officer's certificate of Geisinger dated as of the Closing Date, stating that the conditions set forth in this Section 2.2 have been satisfied;

(ii) an officer's certificate of GHP dated as of the Closing Date, stating that the conditions set forth in this Section 2.2 have been satisfied;

(iii) all consents, authorizations, approvals and waivers required for the consummation of the Transaction, including the Geisinger board resolutions authorizing the Transaction and any governmental approvals necessary for the continued operation of Geisinger and GHP in the ordinary course of business;

(iv) the GHP Agreement executed by GHP;

(v) such other certificates and instruments, satisfactory to Evangelical, as it shall reasonably request in connection with the Closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES WITH RESPECT TO EVANGELICAL

Evangelical hereby represents and warrants to Geisinger and GHP as follows:

3.1 Organization and Authority. Evangelical is a Pennsylvania non-profit corporation duly incorporated, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania and has the corporate power and authority to own or lease its properties, carry on its business as conducted as of the Closing Date. Evangelical is duly qualified to do business and is in good standing in the jurisdictions in all states where such qualification and good standing is necessary. Copies of the Governing Documents of Evangelical, as amended to date, have been delivered to Geisinger and GHP, and such copies are complete and correct. Such Governing Documents, as so amended, are in full force and effect.

3.2 Authorization; Enforceability. This Agreement and each other Transaction Document to which Evangelical is a party have been duly executed and delivered by and constitute the legal, valid and binding obligations of Evangelical, enforceable against it in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, or other

similar Laws relating to creditors' rights generally, now or hereafter in effect, and general principles of equity. Each Transaction Document to which Evangelical is to become a party pursuant to the provisions hereof, when executed and delivered by Evangelical, will constitute its legal, valid and binding obligation, enforceable against it in accordance with the terms of such Transaction Document, except as limited by applicable bankruptcy, insolvency, reorganization, or other similar Laws relating to creditors' rights generally, now or hereafter in effect, and general principles of equity. All actions of Evangelical contemplated by this Agreement and the other Transaction Documents have been duly and validly authorized by all necessary proceedings by Evangelical.

3.3 No Violation of Laws; Consents. Neither the execution and delivery of this Agreement nor any other Transaction Document to which Evangelical is or is to become a party, nor the consummation of the Transaction nor the compliance with or fulfillment of the terms, conditions or provisions hereof or thereof by Evangelical will: (a) contravene any provision of the Governing Documents of Evangelical or (b) violate any Law or any judgment or order of any Governmental Body to which Evangelical is subject. No consent, approval or authorization of, or registration or filing with, any Person is required in connection with the execution or delivery by Evangelical of this Agreement or any of the other Transaction Documents to which Evangelical is or is to become a party pursuant to the provisions hereof or the consummation by Evangelical of the Transaction.

3.4 No Pending Litigation or Proceedings. Except for the current Department of Justice investigation and litigation related to this transaction [and the Stipulation and Order filed with the United States District Court for the Middle District of Pennsylvania on March 3, 2021](#) (the "**DOJ Investigation**"), no material Litigation is pending or, to the Knowledge of Evangelical, threatened against or affecting Evangelical in connection with the Transaction or any Transaction Document to which Evangelical is or is to become a party. There is presently no outstanding judgment, decree or order of any Governmental Body against or affecting Evangelical in connection with the Transaction or any other Transaction Document to which Evangelical is or is to become a party.

3.5 Compliance with Laws.

(a) To Evangelical's Knowledge, Evangelical is not in material violation of applicable Law or decrees of any judicial or Governmental Bodies that would affect its obligations under this Agreement or cause Evangelical or its Affiliates reputational harm. Except for the DOJ Investigation ~~or as set forth in Schedule 3.5~~, Evangelical has not been charged with or given notice of, and to the Knowledge of Evangelical is not under investigation with respect to, any violation of, or any unfulfilled obligation to take remedial action under, any applicable (a) Law, (b) material license issued, or (c) order, judgment or decree entered, by any federal, state, or local court or Governmental Body that would affect its obligations under this Agreement or cause Evangelical or its Affiliates reputational harm.

(b) To Evangelical's Knowledge, (a) the operation of Evangelical and its Assets is in compliance in all material respects with all applicable Environmental Laws; (b) there is not now pending, or threatened, any claim, investigation or enforcement action by any Governmental Body concerning the potential liability of Evangelical under Environmental Laws in connection with the ownership or operation of Evangelical or its Assets; and (c) there has not been a release or threatened release of any Regulated Substance at, upon, in, under or from Evangelical or any of its real property or its Assets at any time which constitutes a material violation of any applicable Environmental Laws. For purposes of this Agreement, due inquiry shall not require Evangelical to perform a Phase I or Phase II environmental assessment.

3.6 Tax Status. Evangelical is an organization described in Section 501(c)(3) of the Code and is exempt from federal income taxation under Section 501(a)(1) of the Code. Evangelical is not a private foundation as defined in Section 509(a) of the Code. To the Knowledge of Evangelical, no event or condition has occurred which could reasonably be expected to jeopardize the tax-exempt status of Evangelical.

3.7 Compliance with Bond Agreements and other Material Agreements. To Evangelical's Knowledge, Evangelical is not in breach or violation of any covenants, representations or warranties contained within any (i) bond agreements; (ii) loans, lines of credit or other debt agreements, or (iii) other Encumbrances where such breach or violation could materially affect the value or ownership of Evangelical's assets.

3.8 Disclosure. None of the representations and warranties of Evangelical contained herein ~~and none of the information contained in the Schedules referred to in this Article III~~ is false or misleading in any material respect or omits to state a fact herein or therein necessary to make the statements herein or therein not misleading in any material respect.

ARTICLE IV REPRESENTATIONS AND WARRANTIES WITH RESPECT TO GEISINGER

Geisinger hereby represents and warrants to Evangelical as follows:

4.1 Organization and Authority. Geisinger is a Pennsylvania non-profit corporation duly incorporated, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania and has the corporate power and authority to own or lease its properties, carry on its business as conducted as of the Closing Date. Geisinger is duly qualified to do business and is in good standing in the jurisdictions in all states where such qualification and good standing is necessary. Copies of the Governing Documents of Geisinger, as amended to date, have been delivered to Evangelical, and such copies are complete and correct. Such Governing Documents, as so amended, are in full force and effect.

4.2 Authorization; Enforceability. This Agreement and each other Transaction Document to which Geisinger is a party have been duly executed and delivered by and constitute the legal, valid and binding obligations of Geisinger, enforceable against it in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, or other similar Laws relating to creditors' rights generally, now or hereafter in effect, and general principles of equity. Each Transaction Document to which Geisinger is to become a party pursuant to the provisions hereof, when executed and delivered by Geisinger, will constitute its legal, valid and binding obligation, enforceable against it in accordance with the terms of such Transaction Document, except as limited by applicable bankruptcy, insolvency, reorganization, or other similar Laws relating to creditors' rights generally, now or hereafter in effect, and general principles of equity. All actions of Geisinger contemplated by this Agreement and the other Transaction Documents have been duly and validly authorized by all necessary proceedings by Geisinger.

4.3 No Violation of Laws; Consents. Neither the execution and delivery of this Agreement nor any other Transaction Document to which Geisinger is or is to become a party, nor the consummation of the Transaction nor the compliance with or fulfillment of the terms, conditions or provisions hereof or thereof by Geisinger will: (a) contravene any provision of the Governing Documents of Geisinger or (b) violate any Law or any judgment or order of any Governmental Body to

which Geisinger is subject. No consent, approval or authorization of, or registration or filing with, any Person is required in connection with the execution or delivery by Geisinger of this Agreement or any of the other Transaction Documents to which Geisinger is or is to become a party pursuant to the provisions hereof or the consummation by Geisinger of the Transaction.

4.4 No Pending Litigation or Proceedings. Except for the DOJ Investigation, no material Litigation is pending or, to the Knowledge of Geisinger, threatened against or affecting Geisinger in connection with the Transaction or any Transaction Document to which Geisinger is or is to become a party. There is presently no outstanding judgment, decree or order of any Governmental Body against or affecting Geisinger in connection with the Transaction or any other Transaction Document to which Geisinger is or is to become a party.

4.5 Compliance with Laws. To Geisinger's Knowledge, Geisinger is not in material violation of applicable Law or decrees of any judicial or Governmental Bodies that would affect its obligations under this Agreement or cause Geisinger or its Affiliates reputational harm. Except for the DOJ Investigation ~~or as set forth in Schedule 4.5~~, Geisinger has not been charged with or given notice of, and to the Knowledge of Geisinger is not under investigation with respect to, any violation of, or any unfulfilled obligation to take remedial action under, any applicable (a) Law, (b) material license issued, or (c) order, judgment or decree entered, by any federal, state, or local court or Governmental Body that would affect its obligations under this Agreement or cause Geisinger or its Affiliates reputational harm.

4.6 Tax Status. Geisinger is an organization described in Section 501(c)(3) of the Code and is exempt from federal income taxation under Section 501(a)(1) of the Code. Geisinger is not a private foundation as defined in Section 509(a) of the Code. To the Knowledge of Geisinger, no event or condition has occurred which could reasonably be expected to jeopardize the tax-exempt status of Geisinger.

4.7 Disclosure. None of the representations and warranties of Geisinger contained herein ~~and none of the information contained in the Schedules referred to in this Article IV~~ is false or misleading in any material respect or omits to state a fact herein or therein necessary to make the statements herein or therein not misleading in any material respect.

ARTICLE V REPRESENTATIONS AND WARRANTIES WITH RESPECT TO GHP

GHP hereby represents and warrants to Evangelical as of the Signing Date and as of the Closing Date as follows:

5.1 Organization and Authority. GHP is a Pennsylvania non-profit corporation duly incorporated, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania and has the corporate power and authority to own or lease its properties, carry on its business as conducted as of the Closing Date. GHP is duly qualified to do business and is in good standing in the jurisdictions in all states where such qualification and good standing is necessary. Copies of the Governing Documents of GHP, as amended to date, have been delivered to Evangelical, and such copies are complete and correct. Such Governing Documents, as so amended, are in full force and effect.

5.2 Authorization; Enforceability. This Agreement and each other Transaction Document to which GHP is a party have been duly executed and delivered by and constitute the legal, valid and binding obligations of GHP, enforceable against it in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, or other similar Laws relating to creditors' rights generally, now or hereafter in effect, and general principles of equity. Each Transaction Document to which GHP is to become a party pursuant to the provisions hereof, when executed and delivered by GHP, will constitute its legal, valid and binding obligation, enforceable against it in accordance with the terms of such Transaction Document, except as limited by applicable bankruptcy, insolvency, reorganization, or other similar Laws relating to creditors' rights generally, now or hereafter in effect, and general principles of equity. All actions of GHP contemplated by this Agreement and the other Transaction Documents have been duly and validly authorized by all necessary proceedings by GHP.

5.3 No Violation of Laws; Consents. Neither the execution and delivery of this Agreement nor any other Transaction Document to which GHP is or is to become a party, nor the consummation of the Transaction nor the compliance with or fulfillment of the terms, conditions or provisions hereof or thereof by GHP will: (a) contravene any provision of the Governing Documents of GHP or (b) violate any Law or any judgment or order of any Governmental Body to which GHP is subject. No consent, approval or authorization of, or registration or filing with, any Person is required in connection with the execution or delivery by GHP of this Agreement or any of the other Transaction Documents to which GHP is or is to become a party pursuant to the provisions hereof or the consummation by GHP of the Transaction.

5.4 No Pending Litigation or Proceedings. Except for the DOJ Investigation, no material Litigation is pending or, to the Knowledge of GHP, threatened against or affecting GHP in connection with the Transaction or any Transaction Document to which GHP is or is to become a party. There is presently no outstanding judgment, decree or order of any Governmental Body against or affecting GHP in connection with the Transaction or any other Transaction Document to which GHP is or is to become a party.

5.5 Disclosure. None of the representations and warranties of GHP contained herein ~~and none of the information contained in the Schedules referred to in this Article V~~ is false or misleading in any material respect or omits to state a fact herein or therein necessary to make the statements herein or therein not misleading in any material respect.

ARTICLE VI COVENANTS

~~-6.1—Authority of Geisinger. The Amended Evangelical Articles shall contain a voting requirement that approval for the following actions must include the approval of Geisinger:~~

- ~~(a)—actions that adversely impact tax exempt status of Evangelical;~~
- ~~(b)—amendment of the Evangelical Amended Articles or Amended Bylaws if such amendment impacts the rights of Geisinger under this Agreement; and~~
- ~~(c)—approval of a plan of dissolution, bankruptcy or insolvency of Evangelical.~~

6.1 ~~6.2~~Participation Rights in the Event of a Change in Control. If either ECH or EMSO enters into a Change of Control transaction with a third party, then Evangelical or the third party purchaser shall purchase the Geisinger interest in Evangelical and immediately terminate this Agreement, in exchange for a payment to Geisinger equal to the greater of (a) Geisinger's pro rata share of the Evangelical Fair Market Value or (b) Geisinger's financial investment in Evangelical up to the date of termination; provided that if Evangelical's Days Cash on Hand ratio, as calculated per Moody's Investors Service methodology (or other similar, reasonable methodology), falls below 75 days in the ordinary course of business and Evangelical has posted a negative operating margin, before interest expense, for the two most recent audited fiscal years, then ~~6.2(b)~~6.1(b) would not apply and the payment to Geisinger would simply consist of Geisinger's pro rata share of Evangelical Fair Market Value.

~~6.3 — Branding. After the Effective Time, Evangelical will continue to be branded as "Evangelical Community Hospital" and all current branding and logos will continue.~~

~~6.4 — Donor Contributed Funds. Geisinger recognizes that all existing Evangelical donor contributed funds (whether restricted or unrestricted) received from local Evangelical fundraising efforts will be utilized in accordance with any donor restrictions and solely for the enhancement of Evangelical.~~

6.2 ~~6.5~~No Distributions. Evangelical shall not make, nor be required to make, any distributions or other payments with respect to Geisinger's membership interest in Evangelical.

6.3 ~~6.6~~Compliance with Law. The Parties hereby agree that the Transaction will comply with all Laws, including the anti-trust laws. The Transaction and all undertakings between the Parties will be structured with safeguards that prohibit sharing competitively sensitive information. Further, to the extent that the relationship between the Parties involves patient referrals or the generation of business involving any item or service payable by federal or state healthcare programs, the Transaction will be structured in a manner that complies with applicable Laws related to fraud and abuse.

6.4 ~~6.7~~Payor Agreements. After the Effective Time, Evangelical shall maintain the authority, in its sole discretion, to enter into agreements with any and all payors.

6.5 ~~6.8~~Geisinger IT Agreements. Following execution of this Agreement, the Parties shall enter into one or more separate agreements (collectively the "**Geisinger IT Agreement**") whereby during the Collaboration:

(a) Geisinger will provide its electronic medical record systems (EPIC and related embedded clinical systems, including a license to the embedded Geisinger intellectual property) at an 85% discount through an existing Anti-Kickback and Stark Safe Harbor.

(b) Evangelical will pay Geisinger in cash in advance of implementation for its 15% share of the cost for Geisinger's electronic medical record systems.

(c) To the extent the existing Anti-Kickback and Stark Safe Harbor continues, Geisinger will provide Evangelical with electronic medical record systems support (including ongoing license fees, updates, and maintenance) for no less than five (5) years following the initial implementation at an 85% discount. Evangelical will pay Geisinger in cash in advance of each year of electronic medical record systems support for its 15% share of the support cost.

(d) Following implementation of the Geisinger electronic medical record systems at Evangelical, the Parties shall enter into a separate mutually agreeable IT sharing agreement, whereby Geisinger will provide additional back office systems to Evangelical at ~~full cost to Evangelical~~ commercially reasonable rates. Such additional back office systems will only be included in the subsequent IT sharing agreement if (i) the vendors holding ownership or license rights to such back office systems agree to permit Geisinger's sharing of the systems, and (ii) the Parties are able to implement appropriate firewalls and safeguards to ensure protection and non-sharing of the Parties' competitively sensitive information in a reasonable and cost efficient manner.

(e) Evangelical shall own all data and information of Evangelical stored on the Geisinger systems, including but not limited to Evangelical business, employee, patient and customer data and information ("**Evangelical Data**").

6.6 ~~6.9~~ Further Assurances. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will use commercially reasonable efforts to take, or cause to be taken or do, or cause to be done, such further action (including the execution and delivery of such further instruments and documents) as is necessary, proper or advisable to obtain all regulatory approvals, consents and waivers from relevant Governmental Bodies or any third Person and as any other Party reasonably may request.

6.7 ~~6.10~~ Public Announcements. Except (i) for agreed upon disclosures made prior to the date of this Agreement, (ii) disclosures consistent with such prior disclosures, and (iii) in connection with obtaining any consents, approvals, authorizations and waivers necessary or desirable to consummate the Transaction, each of the Parties hereby acknowledges and agrees that no Party, nor any of their respective Affiliates, officers, directors, employees or agents, shall make or engage in any press release, publicity or other public disclosure of the matters which are the subject of this Agreement without the prior written consent of the other Parties unless such Party believes in good faith upon consultation with counsel that such press release, publicity or other public disclosure is required by Law, in which event such Party shall give the other Parties hereto as much advance notice thereof as is practicable under the circumstances and shall give good faith consideration to any comments made with respect thereto by the other Parties prior to the time when such press release, publicity or other public disclosure is made. Notwithstanding the foregoing, the Parties understand that each other Party shall be entitled to discuss the Transaction with and respond to inquiries regarding the Transaction from its legal counsel, accountants, investment bankers and other professional service advisers, provided the same are advised of and agree to be bound by this Section.

6.8 ~~6.11~~ Expenses. Except as otherwise provided herein, each of the Parties shall bear all expenses incurred by it in connection with its due diligence, and the preparation, negotiation, execution and consummation of this Agreement, the other Transaction Documents and the Transaction, including, without limitation, attorneys', accountants', consultants', brokers', finders' and outside advisers' fees and disbursements (collectively, "**Expenses**").

6.9 ~~6.12~~ Notification of Certain Matters. At any time from the Signing Date through and including the Closing Date, each of the Parties shall give prompt written notice to the other Parties of (a) the occurrence, or failure to occur, of any event that has caused any representation or warranty of such Party contained in this Agreement to be untrue in any material respect, (b) the occurrence of any failure of such Party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement in any material respect, or (c) the occurrence of any event that may make the satisfaction of any such covenant, condition or agreement impossible or unlikely.

ARTICLE VII BREACH AND TERMINATION

7.1 Termination. ~~(a)~~ This Agreement may only be terminated after the Closing as follows:

(a) ~~(i)~~ by either Party if a Cause Event shall have occurred and in any such case, prior to termination:

(i) ~~(A)~~ representatives of the Parties have met in person to consult and negotiate with each other for a period of thirty (30) days and, recognizing their mutual interests, attempt to reach a solution acceptable to both Parties as an alternative to terminating this Agreement;

(ii) ~~(B)~~ If a mutual agreement cannot be reached after thirty (30) days, the Parties will either agree on a mediator or cause the appointment of a mediator by the AAA for the purpose of facilitating a resolution of their dispute within sixty (60) days; and

(iii) ~~(C)~~ If mediation is unsuccessful after sixty (60) days, the Parties upon a resolution approved and adopted by the board of directors of the Party who has not experienced a Cause Event may terminate this Agreement; or

(b) ~~(ii)~~ by Evangelical, within ninety (90) days of receiving notice from Geisinger or GHP that it has entered into an Agreement relating to a Change of Control of Geisinger or GHP, respectively.

(c) ~~(iii)~~ by either Party in accordance with Section ~~6.2~~6.1.

7.2 Effect of Termination.

(a) Subject to Section 8.8, if this Agreement is terminated pursuant to Section 7.1, all rights and obligations of the Parties hereunder shall terminate, and no Party shall have any liability to the other Party except for the obligations of the Parties which expressly survive termination in accordance with their terms or are effective upon termination of this Agreement. Subject to Section 8.8, termination of this Agreement shall not release any Party from any liability for any breach by such Party of the terms and provisions of this Agreement prior to such termination;

(b) If this Agreement is terminated by Geisinger pursuant to Section 7.1(a)~~(i)~~ due to a Cause Event attributable to Evangelical, then Evangelical shall redeem Geisinger's interest in Evangelical for 105% of the Fair Market Value of Geisinger's interest in Evangelical, but in no event shall such amount be less than the amount invested by Geisinger in Evangelical pursuant to this Agreement up to the point of Termination, by giving written notice to Evangelical thirty (30) days

prior to the date of termination of this Agreement. Effective upon termination of this Agreement, the Amended Evangelical ~~Articles and Amended Evangelical~~ Bylaws shall be amended to remove Geisinger as a Member ~~and remove any Geisinger approval rights~~.

(c) If this Agreement is terminated by Evangelical pursuant to Section 7.1(a)(i) or due to a Cause Event attributable to Geisinger, then Evangelical shall redeem the Geisinger interest in Evangelical for 95% of the Fair Market Value of Geisinger's interest in Evangelical by giving written notice to Geisinger thirty (30) days prior to the date of termination of this Agreement. Effective upon termination of this Agreement, the Amended Evangelical ~~Articles and Amended Evangelical~~ Bylaws shall be amended to remove Geisinger as a Member ~~and remove any Geisinger approval rights~~.

(d) If this Agreement is terminated by Evangelical pursuant to Section ~~7.1(a)(ii)~~ 7.1(b), then Evangelical shall redeem the Geisinger interest in Evangelical for 95% of the Fair Market Value of Geisinger's interest in Evangelical. Effective upon termination of this Agreement, ~~the Amended Evangelical Articles and~~ Amended Evangelical Bylaws shall be amended to remove Geisinger as a Member ~~and remove any Geisinger approval rights~~.

(e) If this Agreement is terminated pursuant to Section 7.1(b)(i) or (ii), closing on the redemption of the membership interest shall occur within 90 days of the determination of Fair Market Value.

(f) Simultaneously with the termination of this Agreement:

(i) Geisinger will work with Evangelical in good faith and at reasonable cost to transition Evangelical Data stored pursuant to the Geisinger IT Agreement or other Geisinger electronic systems to Evangelical systems or third-party systems acquired or licensed by Evangelical ~~to replacement systems~~ (“**Replacement Intellectual Property**”). Geisinger agrees that it shall provide reasonable assistance to Evangelical in migrating the Evangelical Data to the Replacement Intellectual Property, taking all steps required or reasonably requested to make an orderly transition of the Evangelical Data to the Replacement Intellectual Property. During the transition period and in exchange for payment from Evangelical to Geisinger of its storage cost, Geisinger will store Evangelical Data on Geisinger electronic systems for the lesser of (1) 36 months or (2) the time it takes to transition the Evangelical Data to the Replacement Intellectual Property. The Geisinger IT Agreement and any sublicenses or authorizations provided to Evangelical pursuant to the Geisinger IT Agreement shall remain in effect to the extent necessary until an orderly transition of the Evangelical Data to the Replacement Intellectual Property is completed, but in no event for longer than 36 months in exchange for payment from Evangelical to Geisinger of Geisinger's costs to keep the same systems contemplated by the IT Agreement in effect during the transition.

(g) All other agreements by and between the Parties including, but not limited to the Exhibits to this Agreement shall not be affected by termination of this Agreement and shall continue in accordance with each agreement's respective terms.

ARTICLE VIII GENERAL CONTRACT PROVISIONS

8.1 Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

8.2 Entire Agreement. This Agreement, the Appendices, ~~Schedules~~ and Exhibits attached to it and the other Transaction Documents constitute the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. The Parties hereto have voluntarily agreed to define their rights, liabilities and obligations respecting the Transaction exclusively in contract pursuant to the express terms and provisions of this Agreement; and the Parties hereto expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in the Transaction Documents.

8.3 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties.

8.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any counterpart signature page delivered by electronic means or by facsimile transmission shall be deemed to have the same force and effect as an originally executed signature page.

8.5 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing and addressed as set forth below:

(a) If to Evangelical, to:

Evangelical Community Hospital
1 Hospital Drive
Lewisburg, PA 17837
Attention: Kendra A. Aucker, President and Chief Executive Officer

with a copy to:

McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101
Attention: Nicole Stezar Kaylor

(b) If to Geisinger to:

Geisinger Health
100 North Academy Avenue
Danville, PA 17822
Attention: Chief Executive Officer

with a copy to:

Geisinger Health
100 North Academy Avenue
Danville, PA 17822
Attention: Chief Legal Officer

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using personal delivery, expedited courier, messenger service, telecopy, telex, fax, certified mail return receipt requested, but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given or delivered unless (a) if given by personal delivery or messenger service, upon actual delivery, (b) if given by expedited courier such as FedEx or UPS, upon actual delivery, (c) if by electronic mail, upon actual delivery following confirmation of delivery, and (d) if by certified mail, upon actual delivery. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

8.6 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Agreement and all of the other Transaction Documents shall be governed by and construed in accordance with the domestic Laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of Law provision or rule that would cause the application of the Laws of any jurisdiction other than the Commonwealth of Pennsylvania.

(b) Each Party stipulates that any dispute or disagreement between the Parties as to the interpretation of any provision of, or the performance of obligations under, this Agreement or any of the Transaction Documents shall be commenced and prosecuted in its entirety exclusively in, and consents to the exclusive jurisdiction and proper venue of, the U.S. District Court for the Middle District of Pennsylvania, and in the absence of such federal jurisdiction, the jurisdiction of the state courts located in Union County, Pennsylvania. Each Party consents to personal and subject matter jurisdiction and venue in such court and waives and relinquishes all right to object to the suitability or convenience of such venue or forum by reason of their present or future domiciles or by any other reason. The Parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries except as limited by applicable bankruptcy, insolvency, reorganization, or other similar Laws relating to creditors' rights generally, now or hereafter in effect, and general principles of equity. Each Party hereby waives its right to a trial by jury of any Action arising out of or relating to this Agreement and the transactions contemplated hereby in any Action of any type brought by one Party against the other, regardless of the basis of the claim or cause of such Action.

8.7 Amendments and Waivers. Except for Evangelical's rights pursuant to Section 7.2, no amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties hereto. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8.8 Specific Performance; Exclusive Remedies. Each of the Parties hereby agrees that money damages would not be a sufficient remedy for any breach of this Agreement, and that unless terminated pursuant to Article VII, the Party seeking enforcement of this Agreement shall be entitled

to, and the other Parties shall not oppose the granting of injunctive relief or specific performance, in the event of any such breach. The Parties further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Notwithstanding anything to the contrary herein, and in addition to any other limitations set forth herein, the sole and exclusive remedy that any of the Parties shall have against the other Party for any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, whether by judgment, settlement, resolution or otherwise) under this Agreement shall be termination pursuant to the terms set forth in Article VII or injunctive relief or specific performance pursuant to this Section; provided that this Section shall not preclude a monetary remedy in connection with any amounts Geisinger has agreed to contribute to Evangelical pursuant to this Agreement and shall not preclude a termination together with a monetary remedy in connection with any amounts Geisinger has agreed to contribute to Evangelical pursuant to this Agreement.

8.9 Survival. Subject to termination pursuant to Article VII, ~~Section 4.7(b) and~~ any covenants herein that by their terms are to be performed after Closing shall survive Closing.

8.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

8.11 Construction. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. The words “include,” “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation.” The word “or” is not exclusive. Any reference to any federal, state, local, or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

8.12 Incorporation of Exhibits, and Appendices, and Schedules. The Exhibits, ~~and~~ Appendices, ~~and Schedules~~ identified in this Agreement are incorporated herein by reference and made a part hereof.

8.13 Negotiated Provisions. The Parties have collectively participated in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

8.14 Headings. The descriptive headings herein are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the following parties hereto have executed this Agreement as of the day and year first above written.

**EVANGELICAL COMMUNITY
HOSPITAL**

By: _____
Kendra A. Aucker
President and Chief Executive Officer

**EVANGELICAL MEDICAL SERVICES
ORGANIZATION**

By: _____
Kendra A. Aucker
President and Chief Executive Officer

GEISINGER HEALTH

By: _____
Dr. Jaewon Ryu
President and Chief Executive Officer

GEISINGER HEALTH PLAN

By: _____
Kurt Wrobel
President

Exhibit A
Definitions

As used in this Agreement, the following terms have the meanings specified in this Exhibit A. All accounting terms not specifically defined herein shall be construed in accordance with GAAP.

“**AAA**” means the American Arbitration Association.

“**Action**” means any open, outstanding or unresolved action, claim, suit, audit, arbitration, proceeding, complaint or investigation by or before any Governmental Body or before any arbitrator.

“**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under direct or indirect common control with such Person. For purposes of this definition, (a) “control” shall mean the power, directly or indirectly, to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract or otherwise, and (b) the terms “controlled by” and “under common control with” shall have correlative meanings.

“**Agreement**” has the meaning set forth in the preamble.

“**Amended Evangelical Articles**” has the meaning set forth in Section 2.1(d)(iii).

“**Amended Evangelical Bylaws**” has the meaning set forth in Section 2.1(d)(iv).

“**Assets**” means all of the properties and assets either (a) reflected in the books and records of a Party, as applicable, as being either owned or leased by such Party, as applicable, or (b) used or useful in the conduct of the Party’s business, in each case, including but not limited to inventory, vehicles, equipment, accounts receivable, leasehold interests in leased equipment and real property, personal property, intellectual property, licenses and contracts.

“**Business Day**” means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York, New York are authorized or obligated by Law or executive order to close.

“**Cause Event**” means (i) a material breach of any covenant or obligation on the part of either Party set forth in this Agreement, (ii) a regulatory enforcement action against or any other action involving any Party that materially impairs a Party’s ability to perform under this Agreement, (iii) a Party entering into bankruptcy or receivership, or (iv) a Party converts to a for-profit entity or its tax exempt status is revoked.

“**Change of Control**” means (i) a merger or affiliation where a Party is not the surviving entity, (ii) a change of the majority of the members of Evangelical or Geisinger, or (iii) the sale of substantially all of the Assets of a Party, unless any of the foregoing involves only Affiliates in which case it will not be considered a Change of Control for purposes of this Agreement.

“**Closing**” has the meaning set forth in Section 1.1.

“**Closing Date**” has the meaning set forth in Section 1.1.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**DOJ Investigation**” has the meaning set forth in Section 3.4.

“**Effective Time**” has the meaning set forth in Section 1.2.

“**Encumbrance**” means any liability, debt, mortgage, deed of trust, pledge, security interest, encumbrance, option, right of first refusal, agreement of sale, adverse claim, easement, lien, assessment, restrictive covenant, encroachment, burden or charge of any kind or nature whatsoever or any item similar or related to the foregoing.

“**Environmental Law(s)**” means any federal, state, or local statutes, regulations, laws, ordinances, rules, orders, administrative orders, judicial rulings, and enforceable guidance and policies relating to the protection of the environment, natural resources, and/or human health and safety. Without limiting the foregoing, Environmental Laws includes the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. (“**CERCLA**”); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq. (“**RCRA**”); the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., the Pennsylvania Solid Waste Management Act, as amended, 35 P.S. ~~§§ 6018.101~~ §§ 6018.101 et seq.; the Pennsylvania Hazardous Sites Cleanup Act, as amended, 35 P.S. ~~§§ 6020.101~~ §§ 6020.101 et seq.; the Pennsylvania Storage Tank and Spill Prevention Act, 35 P.S. §§ 6021.101 et seq.; the Pennsylvania Infectious and Chemotherapeutic Waste Law, as amended, 35 P.S. ~~§§ 6019.1~~ §§ 6019.1 et seq.; the Pennsylvania Air Pollution Control Act, 35 P.S. ~~§§ 4001~~; and the Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. ~~§§ 6026.101~~ §§ 6026.101 et seq. (“**Act 2**”).

“**Evangelical**” has the meaning set forth in the preamble.

“**Evangelical Data**” has the meaning set forth in Section ~~6.8~~6.5(e).

“**Expenses**” has the meaning set forth in Section ~~6.11~~6.8.

“**Fair Market Value**” means the value as mutually agreed to by Geisinger and Evangelical or as determined by an independent financial valuation firm chosen by Evangelical and consented to by Geisinger with such consent not to be unreasonably withheld.

“**GAAP**” means United States generally accepted accounting principles in effect for the relevant time period.

“**Geisinger**” has the meaning set forth in the preamble.

“**Geisinger IT Agreement**” has the meaning set forth in Section ~~6.8~~6.5.

“**GHP**” has the meaning set forth in the preamble.

“**GHP Agreement**” has the meaning set forth in Section ~~2.1(d)(iii)~~2.1(d)(v).

“**Governing Documents**” means, with respect to any Person who is not a natural Person, the articles of incorporation, certificate of organization, bylaws, operating agreement, agreement of trust, formation or governing agreement and other charter documents or organizational or governing documents or instruments of such Person.

“**Governmental Body**” means any (a) U.S. or foreign nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, or any political subdivision thereof, (b) U.S. federal, state, local, municipal, or any foreign or other, government, or (c) U.S. or foreign governmental or quasi-Governmental Body of any nature (including any governmental division, department, agency, bureau, commission, instrumentality, organization, regulatory or taxing body or other entity and any court, arbitrator or other tribunal) and any political or other subdivision, department, branch or instrumentality of any of the foregoing.

“**Knowledge**” of a Party means the actual knowledge of the directors and officers of such Party.

“**Law**” means any applicable federal, state, municipal, local or foreign statute, law, ordinance, rule, regulation, judgment, writ, decree, requirement, determination or order of any Governmental Body or principle of common law.

“**Liabilities**” means, with respect to any Person, all debts, liabilities (including, without limitation, strict liabilities) and obligations of such Person of any nature or kind whatsoever, whether due or to become due, accrued, fixed, absolute, matured, determined, determinable or contingent, whether or not incurred directly by such Person or by any predecessor of such Person, and whether or not arising out of any act, omission, transaction, circumstance, sale of goods or service or otherwise.

“**Litigation**” means an Action of any nature or kind whatsoever, whether civil, criminal or administrative, by or before or under the oversight of any Governmental Body or arbitrator.

“**Party**” means a party to this Agreement.

“**Person**” means a natural person, a corporation, an association, a partnership, a limited liability company, a trust, a joint venture, an unincorporated organization, a business or any other legal entity or organization, including any Governmental Body.

“**Replacement IPIntellectual Property**” has the meaning set forth in Section 7.2(f)(i).

“**Regulated Substance(s)**” means any and all substances, including chemical, biological, organic, inorganic, infectious, toxic substances, pollutants, contaminants, materials, and wastes of whatever kind or nature, regulated under, defined, listed or included in any Environmental Law.

“**Service Area**” has the meaning set forth in the background.

“**Signing Date**” has the meaning set forth in the background.

“**Tax**” (including “**Taxes**”) means any federal, state, provincial, local, foreign or other income, alternative minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, windfall profits, gross receipts, value added, consumption, sales, use, goods and services, excise, escheat, abandoned property, unclaimed property, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental (including taxes under Section 59A of the Code), real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, Medicare, disability, workers’ compensation, payroll, health care, withholding, estimated or other similar tax, duty or other governmental charge or assessment or deficiencies thereof, together with any interest or any penalty, addition to tax, or additional amount, whether disputed or not, and including any Liability for the Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law), as a transferee or successor, by Contract or otherwise.

“**Transaction**” means collectively, all of the transactions contemplated by this Agreement.

“**Transaction Documents**” means this Agreement and each other agreement or document contemplated by this Agreement to be executed and delivered in connection with the Transaction.

“**U.S.**” means the United States of America.

Exhibit B
Amended Evangelical Articles

A7748904:6

[A8018152:8](#)

[DM US 178719519-1.105102.0017](#)

**AMENDED AND RESTATED ARTICLES OF INCORPORATION – DOMESTIC
NONPROFIT ORGANIZATION**

In accordance with Article B, Chapter 59, Subchapter B of the Pennsylvania Nonprofit Corporation Law of 1988, as amended, the Articles of Incorporation as now in effect, including all amendments thereto, of the Evangelical Community Hospital, a Pennsylvania ~~nonprofit~~non-profit, ~~nonstock~~non-stock corporation are hereby amended and restated in their entirety as follows, which amended and restated articles supersede the corporation's existing articles of incorporation and all amendments thereto:

ARTICLE I

The name of the corporation is the Evangelical Community Hospital.

ARTICLE II

The address of the registered office of the corporation is One Hospital Drive, Lewisburg, Pennsylvania 17837.

ARTICLE III

The corporation shall be organized and operated exclusively for charitable, scientific and educational purposes as a non-profit corporation and its activities shall be conducted in such manner that no part of its net earnings will inure to the benefit of any member, director, officer, individual, or entity. The purposes of the corporation shall be:

3.1 To establish and maintain a hospital for the care of persons suffering from any illnesses or disabilities which require hospital care;

3.2 To conduct any educational activities related to the rendering of care to the sick and injured or to the promotion of health, which activities, in the opinion of the Board of Directors, may be justified by the facilities, personnel, funds, or other capabilities that are, or can be made, available;

3.3 To promote and conduct scientific research related to the care of the sick and injured insofar as, in the opinion of the Board of Directors, such research can be pursued in, or in connection with, the Hospital; and

3.4 To participate, so far as circumstances may warrant, in any activity designed and carried on to promote the general health of the community.

ARTICLE IV

The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

ARTICLE V

The term for which the corporation is to exist is perpetual.

ARTICLE VI

The corporation is organized upon a ~~nonstock~~ non-stock basis.

ARTICLE VII

The qualifications for membership in the corporation shall be set forth in the Bylaws.

ARTICLE VIII

~~Approval of the following actions must include the approval of Geisinger Health:~~

~~8.1 — Actions that adversely impact tax exempt status of the corporation;~~

~~8.2 — Amendment of these Amended and Restated Articles of Incorporation or the Bylaws, should such amendment impair the rights of Geisinger Health; and~~

~~8.3 — Approval of a plan of dissolution, bankruptcy or insolvency of the corporation.~~

Article IX

8.1 ~~9.1~~ PROHIBITION AGAINST DISTRIBUTION OF NET EARNINGS: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III and done in conformity with the Bylaws or as may from time to time be either required or permitted by Section 501(c)(3) of the Internal Revenue Code.

8.2 ~~9.2~~ POLITICAL ACTIVITIES: No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

8.3 ~~9.3~~ OTHER PROHIBITED ACTIVITIES: Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other activities not permitted to be carried on:

~~9.3.1 (a)~~ by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) ~~or 9.3.2, or (b)~~ by a corporation, contributions to which are deductible under Section ~~170(e)(2)~~ 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

~~9.4~~ 8.4 DISSOLUTION: Upon the dissolution of the corporation, the Board of Directors in its discretion shall, after paying or making provision for payment of all the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under

Section 501(c)(3) of the Code, as the Board of Directors shall determine.~~9.4.1~~ Any assets not so distributed shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

~~Article X~~
ARTICLE IX

~~Except as set forth in Article VIII, amendments~~ Amendments to these Articles shall be governed by the corporation's Bylaws.

ARTICLE X

~~Article XI~~
~~Except as set forth in Article VIII, the~~ The Board of Directors shall have the right to create, repeal, and amend all Bylaws and resolutions of the Board in its discretion deems necessary for the efficient management of the corporation.

* * * * *

Exhibit C
Amended Evangelical Bylaws

A7748904:6

A8018152:8

DM US 178719519-1.105102.0017

EVANGELICAL COMMUNITY HOSPITAL
AMENDED AND RESTATED
BYLAWS

As adopted by the Board of Directors at its regular meeting on November 15, 2004; reviewed on September 15, 2005 and April 16, 2007; and revised on June 26, 2006, September 25, 2006, October 23, 2006, April 28, 2008, August 24, 2009, November 7, 2011, March 26, 2012, October 22, 2012, January 27, 2014, June 1, 2015, June 26, 2017, August 27, 2018, ~~and~~ February 1, 2019, ~~and~~ February 18, 2021, and May 10, 2021

Secretary, Board of Directors

TABLE OF CONTENTS

ARTICLE I. NAME, ADDRESS, YEAR, SEAL i

 SECTION 1.1 NAME i

 SECTION 1.2 ADDRESS i

 SECTION 1.3 FISCAL YEAR i

 SECTION 1.4 CORPORATE SEAL..... i

ARTICLE II. PURPOSE AND MISSION i

 SECTION 2.1 STATEMENT OF PURPOSE i

 SECTION 2.2 MISSION STATEMENT..... ii

ARTICLE III. MEMBERSHIP ii

 SECTION 3.1 QUALIFICATIONS FOR MEMBERSHIP ii

ARTICLE IV. BOARD OF DIRECTORS..... ii

 SECTION 4.1 NUMBER AND OWNERSHIP PERCENTAGE OF DIRECTORS ii

 SECTION 4.2 QUALIFICATIONS..... iii

 SECTION 4.3 COMPOSITION iii

 SECTION 4.4 CLASSES OF MEMBERS iii

 SECTION 4.5 TERM OF OFFICE ~~iii~~iv

 SECTION 4.6 VACANCIES..... iv

 SECTION 4.7 REMUNERATION AND REIMBURSEMENT iv

 SECTION 4.8 CONFLICT OF INTEREST iv

 SECTION 4.9 ATTENDANCE REQUIREMENTS AND TERMINATION OF
MEMBERSHIP iv

 SECTION 4.10 REMOVAL..... v

 SECTION 4.11 DIRECTOR EMERITUS v

 SECTION 4.12 MEETINGS OF THE BOARD OF DIRECTORS v

 SECTION 4.13 SPECIAL MEETINGS..... vi

 SECTION 4.14 ANNUAL MEETING..... vi

 SECTION 4.15 POSTPONEMENT OF MEETING vi

 SECTION 4.16 CANCELLATION OF MEETING ~~vi~~vii

 SECTION 4.17 EXECUTIVE SESSION ~~vi~~vii

 SECTION 4.18 QUORUM..... vii

 SECTION 4.19 AUTHORITY OF THE BOARD OF DIRECTORS vii

 SECTION 4.20 PRESUMPTION OF ASSENT ~~vii~~viii

 SECTION 4.21 SOLICITOR viii

 SECTION 4.22 CERTIFIED PUBLIC ACCOUNTANT viii

 SECTION 4.23 BOARD ORIENTATION viii

 SECTION 4.24 RELATIONSHIP TO COMMUNITY. viii

 SECTION 4.25 PARTICIPATION BY CONFERENCE CALL..... viii

ARTICLE V. OFFICERS ~~viii~~ix

 SECTION 5.1 NUMBER, QUALIFICATION AND CONDUCT ~~viii~~ix ~~ix~~x

 SECTION 5.2 ELECTION AND TERM OF OFFICE ix

 SECTION 5.3 SUBORDINATE OFFICERS, COMMITTEES AND AGENTS..... ix

 SECTION 5.4 RESIGNATIONS. ix

 SECTION 5.5 REMOVAL ~~ix~~x ~~x~~x

 SECTION 5.6 VACANCIES..... ~~ix~~x

 SECTION 5.7 GENERAL POWERS. x

SECTION 5.8 CHAIRPERSON AND VICE CHAIRPERSON OF THE BOARD..... x

SECTION 5.9 PRESIDENT AND CHIEF EXECUTIVE OFFICER x

SECTION 5.10 VICE PRESIDENTS. xi

SECTION 5.11 SECRETARY. xi

SECTION 5.12 TREASURER. xii

SECTION 5.13 OFFICERS' BONDS. ~~xii~~[xiii](#)

SECTION 5.14 SALARIES~~xii~~..... [xiii](#)

ARTICLE VI. EXECUTIVE COMMITTEE..... ~~xii~~[xiii](#)

SECTION 6.1 COMPOSITION ~~xii~~[xiii](#)

SECTION 6.2 OFFICERS xiii

SECTION 6.3 AUTHORITY AND DUTIES xiii

ARTICLE VII. OTHER STANDING AND AD HOC COMMITTEES..... ~~xiii~~[xiv](#)

SECTION 7.1 STANDING COMMITTEES ~~xiii~~[xiv](#)

SECTION 7.2 POWER TO ACT ~~xiii~~[xiv](#)

SECTION 7.3 EX-OFFICIO MEMBERS..... ~~xiii~~[xiv](#)

SECTION 7.4 NOMINATION AND APPOINTMENT..... ~~xiii~~[xiv](#)

SECTION 7.5 QUORUM..... xiv

SECTION 7.6 VOTING..... xiv

SECTION 7.7 MEMBERSHIP COMMITTEE AND PROCESS xiv

SECTION 7.8 FINANCE COMMITTEE xv

SECTION 7.9 EXECUTIVE COMPENSATION COMMITTEE xv

SECTION 7.10 DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE
..... ~~xv~~[xvi](#)

SECTION 7.11 AUDIT COMMITTEE..... ~~xvi~~[xvii](#)

SECTION 7.12 CREDENTIALS COMMITTEE..... ~~xvi~~[xvii](#)

SECTION 7.13 ADDITIONAL COMMITTEES..... ~~xvi~~[xvii](#)

ARTICLE VIII. . LIMITATIONS OF LIABILITY AND INDEMNIFICATION OF OFFICERS AND
DIRECTORS xvii

SECTION 8.1 PERSONAL LIABILITY OF DIRECTORS xvii

SECTION 8.2 STANDARD OF CARE FOR OFFICERS ~~xvii~~[xviii](#)

SECTION 8.3 INDEMNIFICATION ~~xvii~~[xviii](#)

ARTICLE IX. DISTRIBUTION OF EARNINGS AND ASSETS xix

SECTION 9.1 DISTRIBUTION OF NET EARNINGS..... ~~xix~~[xx](#)

SECTION 9.2 DISSOLUTION..... ~~xix~~[xx](#)

ARTICLE X. MEDICAL STAFF ~~xix~~[xx](#)

SECTION 10.1 MEDICAL STAFF ORGANIZATION..... ~~xix~~[xx](#)

SECTION 10.2 MEDICAL STAFF BYLAWS ~~xix~~[xx](#)

SECTION 10.3 AMENDMENTS TO MEDICAL STAFF BYLAWS ~~xix~~[xx](#)

SECTION 11.1 PLACE OF BUSINESS..... xx

SECTION 11.2 DEPOSITORY xx

SECTION 11.3 POLITICAL ACTIVITIES..... xx

SECTION 11.4 PROHIBITED ACTIVITIES xx

ARTICLE XI. MISCELLANEOUS PROVISIONS xx

SECTION 11.1 PLACE OF BUSINESS..... ~~xx~~[xxi](#)

SECTION 11.2 DEPOSITORY..... ~~xx~~[xxi](#)

SECTION 11.3 POLITICAL ACTIVITIES ~~xx~~[xxi](#)

SECTION 11.4 PROHIBITED ACTIVITIES ~~xx~~[xxi](#)

SECTION 11.5 PROCEDURE ~~xx~~[xxi](#)

SECTION 11.6 ANNUAL REVIEW..... ~~xx~~[xxi](#)

ARTICLE XII. AMENDMENTS ~~xx~~[xxi](#)
SECTION 12.1 AMENDMENTS TO BYLAWS ~~xx~~[xxi](#)
SECTION 12.2 AMENDMENTS TO THE ARTICLES OF INCORPORATION .. ~~xxi~~[xxii](#)
SECTION 12.3 DOCUMENTATION OF AMENDMENTS ~~xxi~~[xxii](#)
ARTICLE XIII. PATIENT BILL OF RIGHTS
..... ~~xxi~~[xxii](#)

EVANGELICAL COMMUNITY HOSPITAL Lewisburg, Pennsylvania

AMENDED AND RESTATED BYLAWS

ARTICLE I. NAME, ADDRESS, YEAR, SEAL

SECTION 1.1 NAME

The name of the Corporation shall be Evangelical Community Hospital, hereinafter called ECH.

The name of the Evangelical Ambulatory Surgery Center shall be hereinafter referred to as EASC.

The name of the Evangelical Community Hospital Endoscopy Center shall be hereinafter referred to as ECHEC.

The name of Geisinger Health shall be hereinafter referred to as Geisinger.

SECTION 1.2 ADDRESS

The address of the Corporation shall be:

One Hospital Drive
Lewisburg, Pennsylvania 17837

SECTION 1.3 FISCAL YEAR

The fiscal year of the Corporation shall be from July 1 to June 30. The program year of the Corporation shall be from Annual Meeting to Annual Meeting, as provided in Section 4.14.

SECTION 1.4 CORPORATE SEAL

The Corporate Seal of ECH shall be of such design and shall bear such inscriptions as the Board of Directors may adopt. The Secretary shall have custody of the Corporate Seal.

ARTICLE II. PURPOSE AND MISSION

SECTION 2.1 STATEMENT OF PURPOSE

ECH is organized exclusively for charitable, scientific, and educational purposes as a non-profit Corporation and its activities shall be conducted in such manner that no part of its net earnings will inure to the benefit of any member, director, officer, individual, or entity. As a manifestation of its purpose, ECH may create and support other entities which further its purposes. The purposes of the Corporation shall be:

- 2.1.1 To conduct any educational activities related to the rendering of care to the sick and injured or to the promotion of health, which activities, in the opinion of the Board of Directors, may be justified by the facilities, personnel, funds, or other capabilities that are, or can be made, available.
- 2.1.2 To promote and conduct scientific research related to the care of the sick and injured insofar as, in the opinion of the Board of Directors, such research can be pursued in, or in connection with, the Hospital.
- 2.1.3 To participate, so far as circumstances may warrant, in any activity designed and carried on to promote general health of the community.

SECTION 2.2 MISSION STATEMENT

Evangelical Community Hospital, a non-profit health care provider, serves Union, Snyder, and Northumberland Counties as well as surrounding communities. The Hospital provides a broad range of health care services that are consistently high-quality, compassionate, accessible and cost-effective. In partnership with a strong and diverse medical staff, the Hospital promotes a healthy lifestyle and provides advanced medical care in an atmosphere that is caring and compassionate. This is accomplished by maintaining a challenging, energized work environment for our valued employees who exemplify our Core Values: Quality Service, Compassion, Respect, Professionalism, Integrity, Cooperation and Creativity.

ARTICLE III. MEMBERSHIP

SECTION 3.1 QUALIFICATIONS FOR MEMBERSHIP

The membership interest of ECH shall be allocated as 92.5% to ECH and 7.5% to Geisinger Health. The individual members shall be those individuals serving on the ECH Board of Directors.

ARTICLE IV. BOARD OF DIRECTORS

The governance of ECH, the direction and the management of its work, and the control of its property shall be vested in the Board of Directors.

SECTION 4.1 NUMBER AND OWNERSHIP PERCENTAGE OF DIRECTORS

- 4.1.1 The Board of Directors shall be comprised of fifteen (15) voting members, plus the ex officio, non-voting members identified at Sections 4.3.2 and 4.3.3.

- 4.1.2 No member shall sell, pledge, encumber, give, bequeath or otherwise transfer, exchange, or dispose of in any manner, or permit to be sold, pledged, encumbered, given, bequeathed, or otherwise transferred, exchanged, or disposed of in any manner, whether voluntarily, involuntarily, or by operation of law, all or any portion of, or any interest in, his or her membership interests in ECH, whether now or hereafter acquired. Any attempted transfer of membership interests that violates the terms of these Bylaws shall be null, void, and of no force or effect.

SECTION 4.2 QUALIFICATIONS

All voting board members shall be at least twenty-one (21) years of age and not more than seventy-two (72) years of age at the time of nomination or renomination for an additional term. A majority of the voting members of the Board of Directors must be "independent" as that term is defined for purposes of the Internal Revenue Service's Form 990. No person employed by ECH or any of its controlled affiliates ("ECH Employee") (other than a physician ECH Employee who is nominated, elected and ratified in accordance with Section 4.3), nor any family member of an ECH Employee, shall be eligible to serve as a voting member of the ECH Board of Directors.

SECTION 4.3 COMPOSITION

The voting members of the Board of Directors shall include three (3) physicians nominated and elected by the Medical Staff (pursuant to Section 7.20 of the ECH Medical Staff Bylaws) and ratified by the Board of Directors.

- 4.3.1 Election of Board members shall take place at the Annual Meeting of the Board. Newly elected directors shall take their seats on the Board at the next regular meeting of the Board following the Annual Meeting. The officers of the Board shall be elected as the first order of business at the next regular meeting of the Board following the Annual Meeting. The highest-ranking officer of the Board or, if there is no such officer, the longest-serving member of the Board shall serve as Chairperson pro tem to conduct such election, after which the newly-elected officers shall be seated.
- 4.3.2 The President and President-Elect of the Medical Staff shall each serve as ex officio, non-voting members of the Board of Directors.
- 4.3.3 The President of ECH shall serve as an ex-officio, non-voting member of the Board of Directors.

SECTION 4.4 CLASSES OF MEMBERS

There shall be three (3) classes of Board members, which classes shall be identified by the year in which the terms of membership of each expire. The terms shall be staggered so that the terms of one class expire each year. Each of the three (3) classes shall be comprised of as close to equal numbers of members as possible, including one (1) physician member, nominated and elected by the Medical Staff.

SECTION 4.5 TERM OF OFFICE

The members of the Board of Directors may serve an unlimited number of three (3) year terms, subject to the provisions of Section 4.3.

SECTION 4.6 VACANCIES

Vacancies in seats occurring for any reason shall be filled by the affirmative vote of a majority of the remaining Directors, even if the number of remaining Directors constitutes less than a quorum. Vacancies in seats held by physician Directors shall be filled by the vote of Medical Staff and ratified by the Board of Directors. These vacancies shall be filled as soon as practical and only for the remainder of the term and shall be filled consistent with these Bylaws.

SECTION 4.7 REMUNERATION AND REIMBURSEMENT

No member of the Board of Directors may receive any remuneration for his or her service on the Board.

- 4.7.1 Board members may be reimbursed for expenses incurred in attendance at meetings of the Board and its committees and in furtherance of the discharge of their official duties.

SECTION 4.8 CONFLICT OF INTEREST

No contract or transaction between ECH and one or more of its Directors or between ECH and a corporation, partnership, association, or other organization in which a Director(s) has a financial interest shall be void or voidable solely for that reason alone or solely because the Director(s) was present at or participated in the meeting of the Board of Directors at which the contract or transaction was authorized. However, the material facts of the Director's relationship or interest in the contract or transaction shall be disclosed to the Board, and the Board, in good faith, may authorize the contract or transaction by the affirmative votes of a majority of the disinterested Directors even though the disinterested Directors constitute less than a quorum.

- 4.8.1 The interested Director(s) may not vote on the issue and the resultant decision made by the Board of Directors must be fair in every respect to the Corporation.

- 4.8.2 Interested Director(s) may be counted in determining the presence of a quorum at the meeting which authorizes the contract or transaction in issue.

In addition to the requirements set forth above, the Board may adopt a conflict of interest policy that further delineates such issues.

SECTION 4.9 ATTENDANCE REQUIREMENTS AND TERMINATION OF MEMBERSHIP

The unexcused absence of any Board member from three (3) consecutive regularly scheduled meetings of the Board or a total of four (4) regularly scheduled meetings of the Board in a program year shall be deemed an automatic resignation from the Board.

- 4.9.1 Members who become subject to this automatic resignation provision, who desire to retain Board membership, may direct an appeal to this effect to the Chairperson of the Membership Committee. The Committee shall then make its recommendation to the Board, which will make the final decision.
- 4.9.2 A Board member may request a leave of absence of up to three (3) regular meetings during a single program year but will be expected to maintain the attendance requirements specified above during the balance of the program year in which a leave of absence occurs. One such leave of absence shall be allowed during a single three-year term.

SECTION 4.10 REMOVAL

Except as otherwise provided by statute, any member of the Board of Directors may be removed with or without cause at any time by a majority of the membership of the Board of Directors then in office.

- 4.10.1 Any vacancy resulting from the removal of a member of the Board of Directors shall be filled as provided for in these Bylaws.

SECTION 4.11 DIRECTOR EMERITUS

The Board shall, from time to time, select persons to serve as Directors Emeriti. Directors Emeriti shall be individuals who have served at least 10 years on the Board and demonstrated extraordinary dedication and loyalty to the organization. The Board shall select Directors Emeriti to serve on an Advisory Board, and the Board shall meet quarterly. Directors Emeriti may (but are not required to) attend Board meetings and shall have no vote in matters coming before the Board. Directors Emeriti may, however, serve on any committee of the Board to which they are appointed. The term of office for a Director Emeriti shall be for his or her life, or until his or her earlier resignation or removal by the Board.

The Board of Directors may elect a retiring Director as a Director Emeritus subject to the following criteria: The retiring Director must:

- -Be nominated by the Membership Committee;
- -Have served on the Board for at least 10 years;
- -Have provided distinguished service as a Board member and have contributed positively to the affairs of the Hospital; and
- -Be willing and able to provide advice and counsel to the Board in the future.

SECTION 4.12 MEETINGS OF THE BOARD OF DIRECTORS

The Board shall meet no less than six (6) times per year, and all Board meetings shall include discussions of the activities of the EASC and the ECHEC. The Board shall establish a schedule of regular meetings for the full program year at its Annual Meeting.

4.12.1 Notices of regular meetings of the Board of Directors specifying the exact time and place of the meeting shall be mailed to the members of the Board no less than ten (10) days prior to each regular meeting.

4.12.2 Attendance at such meeting shall constitute a waiver of notice of such meeting, except where attendance at the meeting is for the express purpose of objecting to the transaction of any business because the meeting was neither lawfully called nor convened.

SECTION 4.13 SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the Chairperson at any time. A special meeting shall be called upon the written request of at least one-third (1/3) of the voting members of the Board of Directors or on the written request of the Executive Committee. In either case, those making the request shall cite the reason(s) requiring the special meeting.

4.13.1 Written notice of the special meeting shall be given by the Secretary to each member of the Board of Directors at least one week prior to the time of the special meeting and shall contain the purpose(s) for which the special meeting is called.

4.13.2 Attendance at such meeting shall constitute a waiver of notice of such meeting, except where attendance at the meeting is for the express purpose of objecting to the transaction of any business because the meeting was neither lawfully called nor convened.

SECTION 4.14 ANNUAL MEETING

The Annual Meeting of the Board of Directors shall be held on the fourth Monday in October.

4.14.1 In the absence of the Chairperson, the Vice-Chairperson shall chair a meeting of the Board of Directors. Should both officers be absent, the Board members shall appoint a temporary Chairperson to chair the meeting.

4.14.2 The meeting shall be open to the public and the meeting shall be well publicized in advance of the meeting date and shall be held at a time convenient for attendance by the general public.

SECTION 4.15 POSTPONEMENT OF MEETING

The Chairperson, with the concurrence of at least two (2) other voting Board members, may postpone any regularly scheduled or special meeting when, in his/her opinion, an extenuating situation renders unlikely the ability of the Board to obtain a quorum.

- 4.15.1 The Chairperson shall, subject to all notice provisions of these Bylaws, reschedule any postponed meeting to be held within two weeks of the termination of the situation which served as grounds for postponement of the meeting.

SECTION 4.16 CANCELLATION OF MEETING

By resolution duly adopted at a regular meeting, the Board may elect to cancel one or more of its upcoming regular meetings.

SECTION 4.17 EXECUTIVE SESSION

At any properly called meeting of the Board, including special meetings, a majority of the members present on motion, duly carried shall have the right to declare the meeting to be in executive session, which shall mean that only voting Board members are permitted to be in attendance. The executive session shall terminate upon a motion duly carried by a majority of the members present.

SECTION 4.18 QUORUM

A simple majority of its voting members present at a meeting shall constitute a quorum for any meeting of the Board of Directors.

SECTION 4.19 AUTHORITY OF THE BOARD OF DIRECTORS

The Board of Directors shall exercise all the corporate powers of ECH.

- 4.19.1 Any title or interest in property, real or personal, which comes into possession of ECH by bequest, devise, conveyance, lease, release, or any other manner, shall be vested in ECH and shall be subject to the control of and disposition by the Board of Directors of ECH.
- 4.19.2 Pursuant to 42 CFR § 482.21, the Board will ensure that the hospital develops, implements, and maintains an effective, ongoing, hospital-wide, data-driven quality assessment and performance improvement program that reflects the complexity of the hospital's organization and services; involves all hospital departments and services (including those services furnished under contract or arrangement); and focuses on indicators related to improved health outcomes and the prevention and reduction of medical errors.
- 4.19.3 When a quorum is present at any meeting of the Board of Directors, the vote of a majority of those individuals present shall decide any question properly before the meeting and shall constitute the act of the Board except where a different vote is required by applicable laws, by the Articles of Incorporation, or by these Bylaws.

~~4.19.4 Notwithstanding the foregoing, approval of the following actions must include the approval of Geisinger Health:~~

- ~~a) Actions that adversely impact tax exempt status of ECH;~~
- ~~b) Amendment of ECH's Amended and Restated Articles of Incorporation or these Bylaws, should such amendment impair the rights of Geisinger Health; and~~
- ~~c) Approval of a plan of dissolution, bankruptcy or insolvency of ECH.~~

SECTION 4.20 PRESUMPTION OF ASSENT

Members of the Board of Directors present at any meeting are presumed to have assented to action taken by the Board in accordance with these Bylaws as if they voted favorably upon the action unless they have their dissent or abstention entered in the minutes of the meeting or have filed their written dissent or abstention to such action with the Secretary prior to the close of business on the business day following the meeting.

SECTION 4.21 SOLICITOR

The Board shall appoint a Solicitor, which may be an individual, a partnership, or a professional corporation. Neither the Solicitor nor, in the case of a partnership or professional corporation, any member of or shareholder of the Solicitor shall be a member of the Board of Directors. The Board may, subject to the requirements of this Section, appoint additional solicitors for specialized areas of the law.

SECTION 4.22 CERTIFIED PUBLIC ACCOUNTANT

Subject to Section 7.12, and the requirements of the Audit Committee Charter described therein, the Board shall appoint a Certified Public Accountant, which may be an individual, a partnership, or a professional corporation. Neither the Certified Public Accountant nor, in the case of a partnership or professional corporation, any member of or shareholder of the Certified Public Accountant, shall be a member of the Board of Directors.

- 4.22.1 The Certified Public Accountant shall be required to present an annual audit to the Board following the completion of the annual audit.

SECTION 4.23 BOARD ORIENTATION

The Board of Directors, through the Membership Committee, shall institute procedures to provide for the orientation of newly elected Directors to specific Board functions and procedures and provide for programs of continuing education to be made available to all members of the Board including the transmittal of information to all members of the Board relating to the Board's responsibility for quality of care and the quality and performance improvement programs of ECH and other medical facilities owned and operated by ECH.

SECTION 4.24 RELATIONSHIP TO COMMUNITY

The Board of Directors shall ensure periodic re-examination of the relationship of the Board to the total Hospital community.

SECTION 4.25 PARTICIPATION BY CONFERENCE CALL

Members of the Board of Directors and other persons may participate in meetings of the Board of Directors and Board committee meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 4.25 shall count for purposes of determining a quorum for the meeting, and shall count for purposes of determining a vote on any matter before the Board or Board committee.

ARTICLE V. OFFICERS

SECTION 5.1 NUMBER, QUALIFICATION AND CONDUCT

- 5.1.1 Number and Qualification. The officers of ECH shall be Chairperson of the Board, the Vice Chairperson of the Board, the President, one or more Vice Presidents, the Secretary, the Treasurer and such other officers as may be elected in accordance with Section 5.3. Any number of offices may be held by the same person. All officers must be natural persons of full age.
- 5.1.2 Standards of Conduct. In addition to the standards of conduct otherwise provided by law, the officers of ECH shall be subject to the same standards of conduct as shall be at the time applicable to the Directors, including, but not limited to, the standards of care and loyalty and rights of justifiable reliance. An officer of ECH shall not be personally liable, as such, for any action taken or any failure to take action, unless the officer has breached or failed to perform the duties of his or her office under the Articles of Incorporation, these Bylaws, or the applicable provisions of law, and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. This Section 5.1.2 shall not apply to the responsibility or liability of an officer pursuant to any criminal statute or for the payment of taxes pursuant to local, state or federal law.

SECTION 5.2 ELECTION AND TERM OF OFFICE

The officers of ECH, except for the President and the Vice Presidents, shall be elected at each Annual Meeting of the Board, and each such officer shall hold office until the next Annual Meeting of the Board and until a successor shall have been elected and qualified, or until death, resignation, or removal. No person may serve more than five (5) consecutive one-year terms as Chairperson or Vice-Chairperson.

SECTION 5.3 SUBORDINATE OFFICERS, COMMITTEES AND AGENTS

Except as provided in Section 5.9 and Section 5.10, the Board may from time to time elect such other officers and appoint such agents as the business of ECH may require, including one or more Assistant Secretaries and one or more Assistant Treasurers, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine. The Board may delegate to the President the power to appoint subordinate officers and to retain or appoint agents and to prescribe the authority

and duty of such subordinate officers or agents unless such action would violate the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

SECTION 5.4 RESIGNATIONS

Any officer or agent may resign at any time by giving written notice to the Chairperson and the President. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 5.5 REMOVAL

Any officer or agent of ECH may be removed, either for or without cause, by the Board or the officer who elected, retained or appointed such officer or agent whenever, in the judgment of the Board or such officer, the best interests of ECH will be served thereby. Such removal shall be without prejudice to the contract rights of any person so removed.

SECTION 5.6 VACANCIES

A vacancy in any office because of the death, resignation, removal, disqualification or any other cause, shall be filled by the Board or by the officer or authority to which the power to fill such office has been granted pursuant to these Bylaws. If the office is one for which these Bylaws prescribe a term, the office shall be filled for the un-expired portion of the term.

SECTION 5.7 GENERAL POWERS

All officers of ECH, as between themselves and ECH, shall have such authority and perform such duties in the management of ECH as may be provided in these Bylaws or as may be determined by resolutions or orders of the Board, provided that such resolutions or orders do not conflict with the provisions of these Bylaws. In the case of officers appointed by another officer, the officers shall have such authority and perform such duties as may be determined by the appointing officer in his or her sole discretion, provided that the same shall not conflict with the provisions of these Bylaws.

SECTION 5.8 CHAIRPERSON AND VICE CHAIRPERSON OF THE BOARD

The Chairperson of the Board, or in his or her absence, the Vice Chairperson of the Board shall preside at all meetings of the Board and shall perform such other duties as may from time to time be authorized by the Board or by these Bylaws. The Chairperson shall appoint the members and chairs of Board committees, and the Directors of all boards of other organizations for which ECH is entitled to appoint Directors, provided that the Board shall approve all such appointments. The Chairperson shall serve as a non-voting, ex-officio member of all committees except the Membership Committee. The Chairperson and Vice Chairperson must be Directors.

SECTION 5.9 PRESIDENT AND CHIEF EXECUTIVE OFFICER

The President shall be the president and chief executive officer of ECH and shall have general supervision over the activities and operations of ECH, subject, however, to the control of the Board and the philosophy and policies enacted by the Board or any of its committees to which the Board has delegated power to act.

- 5.9.1 The President shall sign, execute and acknowledge, in the name of ECH, deeds, mortgages, bonds, contracts, documents and other instruments authorized by the Board, except in cases where the signing and execution thereof shall be expressly delegated to the Board or by these Bylaws to some other officer or agent of ECH.
- 5.9.2 The President shall be accountable to the Board for the efficient and effective management of ECH.
- 5.9.3 At the June meeting of the Board, the President shall present the budget and operational plan for the upcoming year for Board review and acceptance.
- 5.9.4 The Board shall establish a system for monitoring, reviewing and evaluating the President's management performance.
- 5.9.5 The President shall serve as a non-voting, ex-officio member of the Board (pursuant to Section 4.3.3) and all Board committees, except that the President shall not serve as a member of the Executive Compensation Committee, and shall serve as a voting member of the Development and Community Relations Committee.
- 5.9.6 An ad hoc committee of the Board shall recruit, evaluate and recommend to the Board an individual qualified to serve as President when there is a vacancy in that position.
- 5.9.7 In the event of the termination of the President's employment whether by retirement, resignation, dismissal or otherwise, ~~ECH shall consult with Geisinger regarding the appointment of a new ECH President. The~~ the Board shall appoint an Acting President to serve until the President resumes his or her duties, or until his or her successor has been elected.
- 5.9.8 The President's salary shall be determined annually by the Executive Compensation Committee.
- 5.9.9 The President may appoint, at his or her sole discretion, individuals to serve in positions of senior management of ECH to assist the President in supervising and operating ECH.

SECTION 5.10 VICE PRESIDENTS

The President may appoint, in his or her sole discretion, one or more Vice Presidents of ECH, and designate such powers to such Vice Presidents as the President deems appropriate for the best interests of ECH, provided, however, that the Board of Directors shall approve the creation of any new Vice-President position.

SECTION 5.11 SECRETARY

The Secretary, or in his or her absence or inability to act, an Assistant Secretary as may be appointed in accordance with Section 5.3, shall attend all meetings of the Board and shall perform the following functions:

- 5.11.1 Record all votes of the Directors and the minutes of the meetings of Board and committees of the Board in a book or books to be kept for that purpose. Copies of minutes reflecting activities of the EASC shall be maintained at the EASC's physical offices. Copies of minutes reflecting activities of the ECHEC shall be maintained at the ECHEC's physical offices.
- 5.11.2 File and maintain corporate records, including the corporate minute book, and reports in proper order.
- 5.11.3 Maintain the corporate seal in a safe depository at ECH and affix such seal to all documents to be executed on behalf of ECH.
- 5.11.4 Provide all required notices of meetings to all parties entitled to such notice.
- 5.11.5 Furnish to the Chairperson of the Membership Committee upon request a complete list of current Directors and their dates of election and terms of office.
- 5.11.6 Perform such other duties as may from time to time be assigned by Board or the President.

SECTION 5.12 TREASURER

The Treasurer or, in his or her absence or inability to act, an Assistant Treasurer as may be appointed in accordance with Section 5.3, shall perform the following functions.

- 5.12.1 Have charge of all funds or other such property belonging to ECH, including, but not limited to, deeds, mortgages, and paper of value.
- 5.12.2 Collect and receive, or provide for the collection and receipt of monies earned by or in any manner due to or received by ECH, and keep full and accurate accounts of such receipts and disbursements in books belonging to ECH.
- 5.12.3 Deposit all funds in his or her custody as Treasurer in such banks or other places of deposit as the Board may from time to time designate.
- 5.12.4 Pay all obligations or arrange for such payment in a manner which shall be consistent with policies set forth by the Board.
- 5.12.5 Render in person, or by mail, an account of all the transactions of ECH and the financial condition of ECH to the President and the Board on a monthly basis, or at such other times as the President or Board may request.

5.12.6 Perform such other duties as may from time to time be assigned by Board or the President.

The Treasurer's accounts shall be audited annually by ECH's certified public accountant.

SECTION 5.13 OFFICERS' BONDS

Any officer shall give a bond for the faithful discharge of the duties of his or her office in such sum, and with such surety or sureties as the Board may, in its sole discretion, require. ECH shall bear the expense of such bonds.

SECTION 5.14 SALARIES

The salaries, if any, of the officers and senior management employed by ECH shall be fixed by the Board upon the recommendation of the Executive Compensation Committee. All such salaries and benefits of employment shall be reasonable and based upon prevailing standards in the community and/or otherwise represent reasonable compensation for the work or services performed.

ARTICLE VI. EXECUTIVE COMMITTEE

SECTION 6.1 COMPOSITION

The Executive Committee shall consist of the Chairperson, the Vice-Chairperson of the Board, the immediate past Chairperson of the Board, the Chair of the Finance Committee, and the President of the Medical Staff. No person is eligible to serve on the Executive Committee in more than one capacity. In the event that any person is eligible to serve on the Executive Committee in more than one capacity, the Chairperson shall nominate another Board member to serve on the Executive Committee. The Executive Committee shall include at least one (1) physician who is a Board member. The President shall serve as an ex-officio member of the Executive Committee without vote.

SECTION 6.2 OFFICERS

The Chairperson of the Board shall be the Chairperson of the Executive Committee.

SECTION 6.3 AUTHORITY AND DUTIES

The Executive Committee is empowered to act for the Board in the governance of ECH between the regular meetings of the Board, when such action is required for the timely conduct of ECH business, excepting the following: 1) such powers as may by law or these bylaws be required to be exercised by the Board; 2) such powers as the Board may by resolution expressly reserve to itself; 3) the purchase or sale of real property; 4) hiring or terminating the employment of the President; 5) amending or revising the Board approved budget; 6) taking any action which is a "fundamental change" within the meaning of Chapter 59 of the Nonprofit Corporation Law of 1988 (or any similar successor statute); 7) the borrowing of money; 8) commitments or expenditures greater than \$500,000.

The Chairperson of the Board may take other matters to the Executive Committee for review and discussion, but not action, prior to taking such matters to the Board.

The Executive Committee shall report to the Board on its actions at the next regularly scheduled Board meeting.

ARTICLE VII. OTHER STANDING AND AD HOC COMMITTEES

SECTION 7.1 STANDING COMMITTEES

In addition to the Executive Committee, the following standing committees shall serve the ECH Board of Directors: Membership, Finance, Audit, Executive Compensation, Development and Community Relations, and a Credentials Committee.

SECTION 7.2 POWER TO ACT

No committee shall have the power to act unless such power is specifically conferred by these Bylaws or by action of the Board of Directors.

SECTION 7.3 EX-OFFICIO MEMBERS

Unless otherwise provided in these Bylaws, the President and the Chairperson of the Board shall be ex-officio members of all committees other than the Membership Committee.

SECTION 7.4 NOMINATION AND APPOINTMENT

The Chairperson of the Board shall annually appoint or reappoint all committee members and their Chairpersons at the Annual Meeting, subject to ratification by the Board. The Chairperson may appoint non-members of the Board of Directors to any committee other than the Executive Committee and the Membership Committee, provided, however, that the majority of each standing committee shall be members of the Board. ~~Geisinger shall have representation on the~~
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~~committees including at least one (1) representative on the (i) Finance Committee, (ii) Performance Improvement Committee, and (iii) Safety Committee.~~

SECTION 7.5 QUORUM

A majority of its voting members shall constitute a quorum for any meeting of any of the Board's committees.

SECTION 7.6 VOTING

Unless otherwise provided herein, all members of a committee created pursuant to these Bylaws shall be voting members of that committee.

SECTION 7.7 MEMBERSHIP COMMITTEE AND PROCESS

The Membership Committee shall consist of five (5) members of the Board of Directors who shall be appointed by the Chairperson of the Board at the Annual Meeting. The Board Chairperson shall also nominate the Chairperson of the Membership Committee. These appointments shall be submitted to the Board of Directors for ratification at the following Board meeting.

- 7.7.1 The Membership Committee shall nominate qualified and eligible individuals for election to the Board of Directors. The Membership Committee shall review the performance of any member of the Board nominated for reelection to the Board. Those Board positions nominated by the Medical Staff shall also be ratified by the Board of Directors at the Annual Meeting. There shall be one (1) candidate nominated for each office and for each Board seat. These nominations shall be made without regard to race, gender, religion, national origin, color or disability.
- 7.7.2 The Chairperson of the Board shall nominate qualified and eligible individuals for appointment, subject to Board approval, to the Board(s) of any other corporation or organization for which ECH is entitled to appoint Directors.
- 7.7.3 The Membership Committee shall announce its slate of Board candidates for all available positions at the regular Board meeting immediately preceding the Annual Meeting. Alternative Nominations or alternative slates shall be submitted not less than fifteen (15) days prior to the Annual Meeting. Such alternative Nominations shall be in writing, submitted to the Chairperson of the Membership Committee and be signed by at least five (5) voting Board members. Nominations shall be closed fourteen (14) days prior to the Annual Meeting and any alternative Nominations shall be announced to the members of the Board in the notice of the Annual Meeting.
- 7.7.4 The Membership Committee shall develop a process for recruiting, training, retaining, and recognizing members of the Board.
- 7.7.5 The Membership Committee shall ensure that members of the Board receive adequate orientation and continuing education, as provided in Section 4.23.

SECTION 7.8 FINANCE COMMITTEE

Except as provided in Section ~~7.12~~7.11 (Audit Committee), the Finance Committee shall exercise oversight over the financial affairs of ECH and its controlled affiliates and subsidiaries, including, but not limited to, financial planning, review of financial statements prepared by management; debt financing; loan guarantees; sale, pledge, leasing or transfer of assets or services; significant business or asset acquisitions; banking arrangements and practices; insurance contracts; and unbudgeted capital expenditures which exceed the President's discretionary authority; and other activities having a significant financial impact on ECH. Committee recommendations relating to financial issues shall be forwarded to the Board for further action. The Committee shall also review the operating and capital budgets

for ECH and shall recommend to the Board such budgets for approval, and once approved, monitor the implementation of such budgets.

The Finance Committee shall regularly report its activities to the Board of Directors.

SECTION 7.9 EXECUTIVE COMPENSATION COMMITTEE

The Executive Compensation Committee shall consist of the Chairperson, Vice-Chairperson and immediate past Chairperson of the Board of Directors and two other Directors. The Executive Compensation Committee shall annually review the performance of the President and adjust compensation paid to the President and to ECH's senior management (with the compensation adjustments paid to the senior management other than the President based on a report prepared by the President). The Executive Compensation Committee shall also review all proposed contracts between ECH and any "Disqualified Person" as that term is defined under Section 4958 of the Internal Revenue Code and that Section's implementing regulations ("Excess Benefits Law"). The Executive Compensation Committee shall conduct its affairs in a manner designed to comply with the Excess Benefits Law, including the requirements necessary to obtain a "rebuttable presumption," as that term is defined thereunder.

SECTION 7.10 DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE

The Development and Community Relations Committee shall be a standing committee consisting of no more than 15 members, with at least half of the members serving on behalf of the Board. The Committee will be chaired by a member of the Board but may include community members who have community relations and fundraising expertise.

The Development and Community Relations Committee shall have responsibility for guiding the Board in matters pertaining to fundraising and community relations. Their duties shall include the following:

- -Determine the marketability and resonance of fundraising priorities for ECH; make recommendations to the Board for the approval of campaign priorities.
- -With key development staff and the President/CEO, develop and monitor the strategic fundraising plan and fundraising efforts of the Hospital. Review and report to the Board at regular intervals.
- -Assess fundraising goals and totals raised against benchmarks or industry standards, if available. The Chief Development Officer will report the Hospital's status and progress against benchmarks on an annual basis.
- -Recommend to the Board an annual philanthropic goal for the Hospital, along with the appropriate budget, staff and resources necessary to achieve the recommended goal.
- -Lead by example through meaningful contributions of time and resources and advise the Board regarding expectations for personal giving and fundraising involvement.

In accordance with the Board of Directors' job description, the Committee should lead and support the philanthropic efforts of the Hospital on an annual basis.

- -Board members are expected to participate in the identification, cultivation, stewardship and solicitation of current and potential donors of annual, major, capital and planned gifts to the Hospital.
- -Make recommendations to the Board on the use of unrestricted major gifts.
 - -Review gift acceptance policies and make recommendations to the Board.

Promote the Hospital in and among the community, especially with key organizations and business leaders. Committee members should facilitate and promote strategic relationships for the Hospital.

SECTION 7.11 AUDIT COMMITTEE

The Audit Committee shall assist the Board in oversight of the external auditors, the audit process, internal financial controls, and compliance activities. The Audit Committee's membership, meetings, responsibilities and related matters shall be set forth in an Audit Committee Charter. The Board of Directors shall approve the Audit Committee Charter and any amendments thereto.

SECTION 7.12 CREDENTIALS COMMITTEE

To the extent permitted by applicable law and regulation, the Board delegates to the Credentials Committee the authority to approve medical procedures, medical protocols and medical staff applications designated by the Medical Staff Medical Executive Committee ("MEC") as Category 1 (as described in the Evangelical Community Hospital Medical Staff Bylaws, EASC Medical Staff Bylaws, and ECHEC Medical Staff Bylaws). The Credentials Committee shall review each proposed procedure, proposed protocol and/or application to ensure that it fulfills all relevant requirements, including the established standards for membership and clinical privileges. If the Credentials Committee approves the proposed procedure, proposed protocol and/or application, it shall make a report to the Board at its next scheduled meeting. If the Credentials Committee disagrees with the MEC recommendation, then the procedure set forth in the Medical Staff Bylaws shall be followed. The membership of the Credentials Committee shall consist of at least two Directors who are not members of the Medical Staff and at least two Directors who are members of the Medical Staff.

SECTION 7.13 ADDITIONAL COMMITTEES

Other standing or ad hoc committees may be established for specific purposes by resolution of the Board of Directors.

ARTICLE VIII. LIMITATIONS OF LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

SECTION 8.1 PERSONAL LIABILITY OF DIRECTORS

8.1.1 A Director shall not be personally liable, as such, for monetary damages (including, without limitation, any judgment, amount paid in settlement, penalty, punitive damages or expense of any nature (including, without limitation, attorneys' fees and disbursements)) for any action taken, or any failure to take any action, unless:

8.1.1.1 The Director has breached or failed to perform the duties of his/her office under Subchapter B Chapter 57 of the Nonprofit Corporation Law of 1988 (or any successor provision); and

8.1.1.2 The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

8.1.2 The provisions of Subsection 8.1.1 hereof shall not apply to the responsibility of liability of a Director pursuant to any criminal statute, or the liability of a Director for the payment of taxes pursuant to local, state or federal law.

SECTION 8.2 STANDARD OF CARE FOR OFFICERS

In lieu of the standards of conduct otherwise provided by law, officers of the Corporation shall be subject to the same standards of conduct, including standards of care and loyalty and rights of justifiable reliance, as shall at the time be applicable to Directors of the Corporation. An officer of the Corporation shall not be personally liable, as such, to the Corporation for monetary damages, including, without limitation, any judgment, amount paid in settlement, penalty, punitive damages or expense of any nature (including, without limitation, attorneys' fees and disbursements) for any action taken, or any failure to take any action, unless the officer has breached or failed to perform the duties of his/her office under the Articles of Incorporation, these Bylaws, or the applicable provisions of law and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. The provisions of this Subsection shall not apply to the responsibility or liability of any officer pursuant to any criminal statute or for the payment of taxes pursuant to local, state or federal law.

SECTION 8.3 INDEMNIFICATION

8.3.1 Third-party actions. ECH shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of ECH), by reason of the fact that he/she is or was a Director, officer, employee or agent of ECH (herein, a "Representative"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with the action or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action or proceeding by judgment, order,

settlement or conviction upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner that he/she reasonably believed to be in, or not opposed to, the best interests of ECH and, with respect to any criminal proceeding, had reasonable cause to believe that his/her conduct was unlawful.

- 8.3.2 Derivative and corporate actions. ECH shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of ECH to procure a judgment in its favor by reason of the fact that he/she is or was a Representative of ECH, against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection with the defense or settlement of the action if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Corporation. Indemnification shall not be made under this Subsection in respect of any claim, issue or matter as to which the person has been adjudged to be liable to ECH unless and only to the extent that the Court of Common Pleas of the Judicial District embracing the county in which the registered office of ECH is located or the court in which the action was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses that the Court of Common Pleas or other court deems proper.
- 8.3.3 Mandatory indemnification. To the extent that a Representative of ECH has been successful on the merits or otherwise in defense of any action or proceeding referred to in Subsections 8.3.1 or in 8.3.2 hereof or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection therewith.
- 8.3.4 Procedure for effecting indemnification. Unless ordered by a court, any indemnification under Subsections 8.3.1 or 8.3.2 hereof shall be made by ECH only as authorized in the specific case upon a determination that indemnification of the Representative is proper in the circumstances because he/she has met the applicable standard of conduct set forth in these sections. The determination shall be made:
- 8.3.4.1 By the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the action or proceeding; or
- 8.3.4.2 If such a quorum is not obtainable or if obtainable and a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.
- 8.3.5 Advancing expenses. Expenses (including attorneys' fees) incurred in defending any action or proceeding referred to in this Section 8.3 may be paid by ECH in advance of the final disposition of the action or proceeding upon receipt of any undertaking by or on behalf of the Representative to repay the

amount if it is ultimately determined that he/she is not entitled to be indemnified by ECH as authorized in this Section 8.3 or otherwise.

- 8.3.6 Duration and extent of coverage. The indemnification and advancement of expenses provided by or granted pursuant to this Section 8.3 shall, unless otherwise provided when authorized or ratified in accordance with Subsection 8.3.4 hereof, continue as to a person who has ceased to be a Representative of ECH and shall inure to the benefit of the heirs and personal representatives of that person.

ARTICLE IX. DISTRIBUTION OF EARNINGS AND ASSETS

SECTION 9.1 DISTRIBUTION OF NET EARNINGS

No part of the net earnings of ECH shall inure to the benefit of or be distributable to its Directors, officers, employees or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II so long as the provisions of these Bylaws relating to Conflict of Interest are met.

9.1.1 ECH shall not make, nor be required to make, any distributions or other payments to Geisinger.

SECTION 9.2 DISSOLUTION

Upon the dissolution of ECH, the Board of Directors in its discretion shall, after paying or making provision for payment of all the liabilities of ECH, dispose of all its assets to such organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine.

- 9.2.1 Any assets not so distributed shall be disposed of by the Court of Common Pleas of the county in which the principal office of ECH is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE X. MEDICAL STAFF

SECTION 10.1 MEDICAL STAFF ORGANIZATION

The Medical Staff shall be organized as a self-governing, self-appraising, collaborating organization, responsible to the Board of Directors and to be known as the Evangelical Community Hospital Medical Staff.

SECTION 10.2 MEDICAL STAFF BYLAWS

The Medical Staff shall enact Bylaws specifically stating and providing for its organization, including rules, regulations, and provisions governing consent procedures, procedures for processing and evaluating applications to the medical staff, and providing for the formulation of additional rules and the adoption of amendments.

SECTION 10.3 AMENDMENTS TO MEDICAL STAFF BYLAWS

Amendments to the Bylaws, Rules and Regulations of the Medical Staff may be made in the manner and under the circumstances provided for in the Medical Staff Bylaws and shall become effective upon approval by the Board of Directors of ECH.

ARTICLE XI. PROCEDURE

SECTION 11.1 PLACE OF BUSINESS

The place of business of ECH shall be the office of ECH in Kelly Township, Union County, Pennsylvania. ECH shall have such other places of business as the Board of Directors may designate and as are permissible under the laws of the Commonwealth of Pennsylvania.

SECTION 11.2 DEPOSITORY

All official documents which in any way appertain to ECH shall be deposited at the principal place of business of ECH except such securities and other papers as the Treasurer may cause to be deposited in a safe deposit box in any bank or trust company.

SECTION 11.3 POLITICAL ACTIVITIES

No substantial part of the activities of ECH shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and ECH shall not participate in or intervene (including the publishing or distribution of statements) in any political campaign on behalf of any candidate for public office.

SECTION 11.4 PROHIBITED ACTIVITIES

Notwithstanding any other provisions of these Bylaws, ECH shall not carry on any other activities not permitted to be carried on:

11.4.1 By a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended) (or the corresponding provision of any future United States Internal Revenue Law); or

11.4.2 By a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (as amended) (or the corresponding provision of any future United States Internal Revenue Law).

SECTION 11.5 PROCEDURE

When the Bylaws of ECH are silent, Robert's Rules of Order, when not inconsistent with the Articles of Incorporation and Bylaws, shall govern the proceedings of ECH.

SECTION 11.6 ANNUAL REVIEW

The Bylaws shall be reviewed annually, be revised as necessary, and be dated to indicate when last reviewed or revised.

ARTICLE XII. AMENDMENTS

SECTION 12.1 AMENDMENTS TO BYLAWS

~~Subject to Section 4.19.4, these~~ These Bylaws may be amended, repealed or altered in whole or in part by a two-thirds (2/3) vote of the members present at any authorized meeting of the Board of Directors, provided that written notice is given to all Board members of the intent so to act at least fourteen (14) days prior to such meeting.

12.1.1 Proposed changes or amendments to the Bylaws must be submitted, in writing, to all Board members at least fourteen (14) days prior to the meeting of the Board at which the amendments and changes are to be considered.

SECTION 12.2 AMENDMENTS TO THE ARTICLES OF INCORPORATION

~~Subject to Section 4.19.4, a~~ A proposal for amendment of the Articles of Incorporation may be made by resolution adopted by the Board of Directors at any regularly scheduled meeting or a special meeting called for that purpose. The resolution shall contain the precise language of the proposed amendment to the Articles of Incorporation, including a clear indication of any portion of the Articles to be stricken.

12.2.1 The proposal shall be placed upon the agenda of the next regular meeting of the Board of Directors following the meeting at which the resolution was adopted or at a special meeting called to adopt the proposed amendment, which meeting must meet all the requirements of notice for special meeting under these Bylaws and under applicable law.

12.2.2 The proposed amendment to the Articles of Incorporation of ECH shall be adopted upon receiving the affirmative vote of a majority of the total membership of the Board of Directors at the time of the meeting called for consideration of an amendment, except where a different vote is required by applicable laws, by the Articles of Incorporation, or by these Bylaws.

SECTION 12.3 DOCUMENTATION OF AMENDMENTS

All amendments to the Articles of Incorporation shall be promptly appended to the foot of an official copy of the Charter. All amendments to the Bylaws shall be placed in their proper position in the Bylaws. A copy of the Articles of Incorporation and Bylaws and all amendments thereto shall be available at all meetings of the Board of Directors and shall be kept at the place of business of ECH. Such documents shall be distributed to the full Board at the next regularly scheduled meeting following revision.

ARTICLE XIII. PATIENT BILL OF RIGHTS

With respect to the Hospital and any other medical facility owned or operated by the Corporation where a Patient's Bill of Rights is required to be established pursuant to the rules and regulations of the Pennsylvania Department of Health or any other governmental authority having jurisdiction, there is hereby established a Patient's Bill of Rights in accordance with the rules and regulations of the Pennsylvania Department of Health which shall contain such provisions as shall be required by such rules and regulations, as amended from time to time (or as shall be required by such other governmental authority), and shall, as deemed appropriate, contain the responsibilities of the patient as a patient of the facility. The Patient's Bill of Rights shall be compiled and published by the President/CEO and copies thereof shall be given to each patient upon his or her admission to the facility or to the person attending such patient. Copies of the same shall be provided to any person on request and shall be displayed in appropriate public places of the facility. The President/CEO shall ensure effective and fair investigations of violations of a patient's rights and ensure the enforcement of the Patient's Bill of Rights.

Exhibit D
GHP Agreement

A7748904:6

A8018152:8

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**ADDENDUM TO THE AGREEMENT TO PROVIDE HOSPITAL SERVICES
BY AND AMONG**

**GEISINGER HEALTH PLAN, GEISINGER INDEMNITY INSURANCE COMPANY,
GEISINGER QUALITY OPTIONS, INC.
AND
EVANGELICAL COMMUNITY HOSPITAL**

THIS IS AN ADDENDUM, to the Agreement to Provide Hospital Services, effective as of November 1, 2010 and as subsequently amended (the “**Hospital Agreement**”), by and among **GEISINGER HEALTH PLAN, GEISINGER INDEMNITY INSURANCE COMPANY** and **GEISINGER QUALITY OPTIONS, INC.** (collectively, “**Health Plan**”) and **EVANGELICAL COMMUNITY HOSPITAL (“ECH”)** (together **Health Plan and ECH** are “**the parties**”).

BACKGROUND

WHEREAS, ECH ~~and~~ Geisinger Health, the corporate parent of Health Plan, ~~have entered into a definitive agreement~~ and Evangelical Medical Services Organization have entered into that certain Collaboration Agreement dated February 2, 2019, effective as of February 1, 2019, as amended by Amendment No. 1 to the Collaboration Agreement dated January 31, 2020, Amendment No. 2 to the Collaboration Agreement dated May 1, 2020, the Amended and Restated Collaboration Agreement dated February 18, 2021 and, as amended, restated and superseded in its entirety by the Second Amended and Restated Collaboration Agreement effective May 10, 2021 (the “**Amended and Restated ECH-Geisinger Collaboration Agreement**”); regarding collaboration between their respective health systems and collective investment in initiatives to support the health of the communities they serve ~~effective as of February 1, 2019 (the “ECH Geisinger Collaboration Agreement”)~~; and

WHEREAS, the Amended and Restated ECH-Geisinger Collaboration Agreement addresses certain collaboration opportunities that focus on ECH and the Health Plan; and

WHEREAS, the parties desire to incorporate the collaboration opportunities into the Hospital Agreement.

NOW, THEREFORE, intending to be legally bound, and in consideration of the foregoing and the mutual promises contained in this Addendum, the parties agree that the Hospital Agreement shall be amended to include the following provisions:

- A. This Addendum shall become effective February 1, 2019 and shall remain in effect for ten (10) years, unless otherwise terminated. At the end of the ten (10) year term, ECH and Health Plan will negotiate in good faith for a new long-term agreement consistent with the spirit and intent of the Amended and Restated ECH-Geisinger Collaboration Agreement.
- B. Consistent with the terms of the Amended and Restated ECH-Geisinger Collaboration Agreement, the parties will comply with the provisions set forth below.
 1. Financial. The parties intend through this Addendum to improve the health of Health Plan members and make healthcare more affordable, while at the same time supporting the financial

health of ECH such that ECH's total margin dollars related to Health Plan's fully insured commercial business (taking into account commercially reasonable, mutually agreeable annual inflation factors) would remain the same or increase during the Term of the ~~Collaborative~~ Amended and Restated ECH-Geisinger Collaboration Agreement ("Margin Threshold"). Additionally, the parties agree that during the first 3 years of the Addendum, a 2% increase in the Margin Threshold over the prior year (beginning with the 2018 base year) will be applied per year. The parties mutually commit to address cost structure.

2. Network Placement. For Health Plan's fully insured commercial products covered under the Hospital Agreement that provide for a tiered network structure, ECH will become a Tier 1 provider. With respect to any employer with self-funded benefit plans, Health Plan will encourage the employer to include ECH in the top network tier in the event the employer utilizes a tiered network structure for its benefit plan. In the event Health Plan develops any new commercial products with tiering after the effective date of the Addendum, the parties agree to negotiate in good faith regarding the inclusion of such new products into the arrangement described in the Addendum.
3. Baseline Year. The actual volumes and total margin dollars from Health Plan commercial members in calendar year 2018 will be the baseline measurements for possible volume discounts at the end of year 2019. Notwithstanding the foregoing, the parties agree that increases in volumes will only consist of actual increases in GHP volume to ECH. Transfers of current ECH patients from other third-party payers to GHP membership shall not be considered increases in GHP volume at ECH for purposes of calculating subsequent year discounts. In addition, changes in ECH's margin from GHP (up or down) will be considered in projecting the subsequent year's discount percentage to be given by ECH to GHP. Examples of the application of the foregoing three sentences are attached as Exhibit A for illustrative purposes only.
4. Year 1 Rates. The first calendar year of the ~~Collaborative~~ Amended and Restated ECH-Geisinger Collaboration Agreement shall be at the fee-for-service rates set forth in the rate extension amendment, effective as of January 1, 2019, to the Hospital Agreement.
5. Monthly Reporting. During each month the ~~Collaborative~~ Amended and Restated ECH-Geisinger Collaboration Agreement is in effect, Health Plan will provide to ECH a detailed report showing key data points, such as actual monthly volume of Health Plan members obtaining services at ECH, a summary of the relevant case mix, total billings for the month, and aggregate billings for the relevant year at the current rate (the "**Monthly Reports**").
6. Annual Review – Rate Reset. In September of 2019, and each September thereafter, the parties will review relevant information from the preceding 8 months, such as Health Plan commercial volume at ECH, total revenue received by ECH from Health Plan commercial members, ECH costs, case mix, etc. The parties will utilize such information to reach mutually agreeable terms for the following calendar year rate structure, including anticipated revenue thresholds applicable to that rate structure (the "**Prospective Rate Reset**"). The Prospective Rate Reset is intended to reflect a reduction in fee structure only in the event of a corresponding increase in revenues/volume from Health Plan commercial membership at ECH, as anticipated based upon actual revenues/volume from the preceding year, that meets or exceeds the Margin Threshold. While the rate reset process will take place annually, the parties agree to exchange information relevant to this process on a monthly basis throughout the year.

7. Annual Review – Revenue Reconciliation. Beginning in the second year of the **Collaborative Amended and Restated ECH-Geisinger Collaboration** Agreement, the parties shall meet each January and July, and perform a financial reconciliation for any revenues above or below the anticipated revenue thresholds for that applicable year, with an appropriate payment (within 90 days of such reconciliation) to or from Health Plan if the actual revenue received by ECH in the preceding 6 months from Health Plan commercial members varies by more than 2% from the Margin Threshold as of the applicable 6-month reconciliation timeframe.
 8. Dispute Resolution. In the event the parties are unable to reach agreement on the appropriate Prospective Rate Reset or applicable revenue thresholds in any given year the parties will engage in an expedited dispute resolution process, as set forth in Article VII of the Amended and Restated ECH-Geisinger Collaboration Agreement, and during the pendency of any dispute resolution process, the then current contracted rate shall remain unchanged until resolved (with appropriate reconciliation occurring once the new rate is determined through the dispute resolution process).
 9. Termination of Amended and Restated ECH-Geisinger Collaboration Agreement. In the event that the Amended and Restated ECH-Geisinger Collaboration Agreement terminates for any reason, this Addendum will terminate contemporaneously with such termination of the Amended and Restated ECH-Geisinger Collaboration Agreement, while the Hospital Agreement shall remain in full force and effect, unless otherwise agreed to by the parties.
- C. If any provisions of the Hospital Agreement are inconsistent with the terms of this Addendum, the terms of this Addendum shall prevail.
- D. Except as herein amended, the Hospital Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Addendum as of the date indicated below.

**GEISINGER HEALTH PLAN
GEISINGER INDEMNITY INSURANCE
COMPANY
GEISINGER QUALITY OPTIONS, INC.**

**EVANGELICAL COMMUNITY
HOSPITAL**

By: Kurt Wrobel

By: Kendra A. Aucker

~~Title: Chief Financial Officer~~

Title: [President and EVP, Insurance Operations](#)

Title: President and Chief Executive Officer

WITNESSETH

WITNESSETH

Name

Name

Date

Date

Exhibit A**Example with decreased margin related to current ECH patient payer transfer considered:**

GHP provides 500 additional surgical cases along with ancillary revenue to ECH, totaling \$5M in total margin. In addition to these 500 cases, another 200 surgical cases (\$2M in margin) for current ECH patients move from Payer A to GHP, causing the appearance of an increase in GHP surgical cases to ECH of 700 cases plus ancillary revenue. The 700 cases do not count towards additional GHP volume to ECH, only 500 cases will count due to transfer of current patients of ECH.

Additionally, reduced margin related to the 200 patients will be subtracted from increased volume that is calculated on the surgical volume increase to ECH.

Total Margin Increase (500 cases plus ancillary revenue)	\$5,000,000
Less Margin Decrease (200 transfer cases from Payer A*)	<u>(\$2,000,000)</u>
Total Margin Increase (To be used for discount calculation)	<u>\$3,000,000</u>

Example with increased margin related to current ECH patient payer transfer considered:

GHP provides 500 additional surgical cases along with ancillary revenue to ECH, totaling \$5M in total margin. In addition to these 500 cases, another 200 surgical cases (\$2M in margin) for current ECH patients move from Payer B to GHP, causing the appearance of an increase in GHP surgical cases to ECH of 700 cases plus ancillary revenue. The 700 cases do not count towards additional GHP volume to ECH, only 500 cases will count due to transfer of current patients of ECH.

Additionally, increased margin related to the 200 patients will be added to increased volume that is calculated on the surgical volume increase to ECH.

Total Margin Increase (500 cases plus ancillary revenue)	\$5,000,000
Plus Margin Increase (200 transfer cases from Payer B*)	<u>\$2,000,000</u>
Total Margin Increase (To be used for discount calculation)	<u>\$7,000,000</u>

The parties acknowledge that if discounts are too low in one year because of variances in actual volumes compared to volume projections, discounts will be reduced in subsequent years. Losses can arise from a larger amount of transfers than what was used in the discount calculation.

*Consists of differences in rates between payers. Actual payer rates shall not be shared between the parties.

**ADDENDUM TO THE AGREEMENT TO PROVIDE PRIMARY AND SPECIALTY
MEDICAL SERVICES
BY AND AMONG**

**GEISINGER HEALTH PLAN, GEISINGER INDEMNITY INSURANCE COMPANY,
GEISINGER QUALITY OPTIONS, INC.**

**AND
EVANGELICAL MEDICAL SERVICE ORGANIZATION**

THIS IS AN ADDENDUM, to the Agreement to Provide Primary and Specialty Medical Services, effective as of February 15, 2004 and as subsequently amended (the “Medical Agreement”), by and among **GEISINGER HEALTH PLAN, GEISINGER INDEMNITY INSURANCE COMPANY** and **GEISINGER QUALITY OPTIONS, INC.** (collectively, “Health Plan”) and **EVANGELICAL MEDICAL SERVICE ORGANIZATION (“EMSO”)**(together Health Plan and EMSO are “the parties”).

BACKGROUND

WHEREAS, Evangelical Community Hospital, the corporate parent of [EMSO](#), EMSO, and Geisinger Health, the corporate parent of Health Plan, have entered into ~~a definitive agreement that certain Collaboration Agreement dated February 2, 2019, effective as of February 1, 2019, as amended by Amendment No. 1 to the Collaboration Agreement dated January 31, 2020, Amendment No. 2 to the Collaboration Agreement dated May 1, 2020, the Amended and Restated Collaboration Agreement dated February 18, 2021 and, as amended, restated and superseded in its entirety by the Second Amended and Restated Collaboration Agreement effective May 10, 2021 (the “Amended and Restated ECH-Geisinger Collaboration Agreement”)~~; regarding collaboration between their respective health systems and collective investment in initiatives to support the health of the communities they serve ~~effective as of February 1, 2019 (the “ECH Geisinger Collaboration Agreement”)~~; and

WHEREAS, the [Amended and Restated ECH-Geisinger Collaboration Agreement](#) addresses certain collaboration opportunities that focus on EMSO and the Health Plan; and

WHEREAS, the parties desire to incorporate the collaboration opportunities into the Medical Agreement.

NOW, THEREFORE, intending to be legally bound, and in consideration of the foregoing and the mutual promises contained in this Addendum, the parties agree that the Medical Agreement shall be amended to include the following provisions:

- A. This Addendum shall become effective February 1, 2019 and shall remain in effect for ten (10) years, unless otherwise terminated. At the end of the ten (10) year term, EMSO and Health Plan will negotiate in good faith for a new long-term agreement consistent with the spirit and intent of the ~~ECH~~ [Amended and Restated ECH-Geisinger Collaboration Agreement](#).
- B. Consistent with the terms of the ~~ECH~~ [Amended and Restated ECH-Geisinger Collaboration Agreement](#), the parties will comply with the provisions set forth below.

1. Financial. The parties intend through this Addendum to improve the health of Health Plan members and make healthcare more affordable, while at the same time supporting the financial health of EMSO such that EMSO's total margin dollars related to Health Plan's fully insured commercial business (taking into account commercially reasonable, mutually agreeable annual inflation factors) would remain the same or increase during the Term of the ~~Collaborative~~ Amended and Restated Collaboration Agreement ("**Margin Threshold**"). Additionally, the parties agree that during the first 3 years of the Addendum, a 2% increase in the Margin Threshold over the prior year (beginning with the 2018 base year) will be applied per year. The parties mutually commit to address cost structure.
2. Network Placement. For Health Plan's fully insured commercial products covered under the Medical Agreement that provide for a tiered network structure, EMSO will become a Tier 1 provider. With respect to any employer with self-funded benefit plans, Health Plan will encourage the employer to include EMSO in the top network tier in the event the employer utilizes a tiered network structure for its benefit plan. In the event Health Plan develops any new commercial products with tiering after the effective date of the Addendum, the parties agree to negotiate in good faith regarding the inclusion of such new products into the arrangement described in the Addendum.
3. Baseline Year. The actual volumes and total margin dollars from Health Plan commercial members in calendar year 2018 will be the baseline measurements for possible volume discounts at the end of year 2019. Notwithstanding the foregoing, the parties agree that increases in volumes will only consist of actual increases in GHP volume to EMSO. Transfers of current EMSO patients from other third-party payers to GHP membership shall not be considered increases in GHP volume at EMSO for purposes of calculating subsequent year discounts. In addition, changes in EMSO's margin from GHP (up or down) will be considered in projecting the subsequent year's discount percentage to be given by EMSO to GHP. Examples of the application of the foregoing three sentences are attached as Exhibit A for illustrative purposes only.
4. Year 1 Rates. The first calendar year of the ~~Collaborative~~ Amended and Restated ECH-Geisinger Collaboration Agreement shall be at the fee-for-service rates set forth in the rate extension amendment, effective as of January 1, 2019, to the Medical Agreement.
5. Monthly Reporting. During each month the ~~Collaborative~~ Amended and Restated ECH-Geisinger Collaboration Agreement is in effect, Health Plan will provide to EMSO a detailed report showing key data points, such as actual monthly volume of Health Plan members obtaining services at EMSO, a summary of the relevant case mix, total billings for the month, and aggregate billings for the relevant year at the current rate (the "**Monthly Reports**").
6. Annual Review – Rate Reset. In September of 2019, and each September thereafter, the parties will review relevant information from the preceding 8 months, such as Health Plan commercial volume at EMSO, total revenue received by EMSO from Health Plan commercial members, EMSO costs, case mix, etc. The parties will utilize such information to reach mutually agreeable terms for the following calendar year rate structure, including anticipated revenue thresholds applicable to that rate structure (the "**Prospective Rate Reset**"). The Prospective Rate Reset is intended to reflect a reduction in fee structure only in the event of a corresponding increase in revenues/volume from Health Plan commercial membership at EMSO, as anticipated based upon actual revenues/volume from the preceding year, that meets or exceeds the Margin Threshold. While the rate reset process will take place annually, the parties agree to exchange information relevant to this process on a monthly basis throughout the year.

7. Annual Review – Revenue Reconciliation. Beginning in the second year of the ~~Collaborative~~ Amended and Restated ECH-Geisinger Collaboration Agreement, the parties shall meet each January and July, and perform a financial reconciliation for any revenues above or below the anticipated revenue thresholds for that applicable year, with an appropriate payment (within 90 days of such reconciliation) to or from Health Plan if the actual revenue received by EMSO in the preceding 6 months from Health Plan commercial members varies by more than 2% from the Margin Threshold as of the applicable 6-month reconciliation timeframe.
 8. Dispute Resolution. In the event the parties are unable to reach agreement on the appropriate Prospective Rate Reset or applicable revenue thresholds in any given year the parties will engage in an expedited dispute resolution process, as set forth in Article VII of the Amended and Restated ECH-Geisinger Collaboration Agreement, and during the pendency of any dispute resolution process, the then current contracted rate shall remain unchanged until resolved (with appropriate reconciliation occurring once the new rate is determined through the dispute resolution process).
 9. Termination of ~~ECH~~-Amended and Restated ECH- Geisinger Collaboration Agreement. In the event that the ~~ECH~~-Amended and Restated ECH- Geisinger Collaboration Agreement terminates for any reason, this Addendum will terminate contemporaneously with such termination of the Amended and Restated ECH-Geisinger Collaboration Agreement, while the Medical Agreement shall remain in full force and effect, unless otherwise agreed to by the parties.
- C. If any provisions of the Medical Agreement are inconsistent with the terms of this Addendum, the terms of this Addendum shall prevail.
- D. Except as herein amended, the Medical Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Addendum as of the date indicated below.

**GEISINGER HEALTH PLAN
GEISINGER INDEMNITY INSURANCE
COMPANY
GEISINGER QUALITY OPTIONS, INC.**

**EVANGELICAL MEDICAL SERVICE
ORGANIZATION**

By: Kurt Wrobel

By: Kendra A. Aucker

~~Title: Chief Financial Officer~~
Title: [President and EVP, Insurance Operations](#)

Title: President and Chief Executive Officer

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WITNESSETH

Name

Name

Date

Date

Exhibit A**Example with decreased margin related to current EMSO patient payer transfer considered:**

GHP provides 500 additional surgical cases along with ancillary revenue to EMSO, totaling \$5M in total margin. In addition to these 500 cases, another 200 surgical cases (\$2M in margin) for current EMSO patients move from Payer A to GHP, causing the appearance of an increase in GHP surgical cases to EMSO of 700 cases plus ancillary revenue. The 700 cases do not count towards additional GHP volume to EMSO, only 500 cases will count due to transfer of current patients of EMSO. Additionally, reduced margin related to the 200 patients will be subtracted from increased volume that is calculated on the surgical volume increase to EMSO.

Total Margin Increase (500 cases plus ancillary revenue)	\$5,000,000
Less Margin Decrease (200 transfer cases from Payer A*)	<u>(\$2,000,000)</u>
Total Margin Increase (To be used for discount calculation)	<u>\$3,000,000</u>

Example with increased margin related to current EMSO patient payer transfer considered:

GHP provides 500 additional surgical cases along with ancillary revenue to EMSO, totaling \$5M in total margin. In addition to these 500 cases, another 200 surgical cases (\$2M in margin) for current EMSO patients move from Payer B to GHP, causing the appearance of an increase in GHP surgical cases to EMSO of 700 cases plus ancillary revenue. The 700 cases do not count towards additional GHP volume to EMSO, only 500 cases will count due to transfer of current patients of EMSO. Additionally, increased margin related to the 200 patients will be added to increased volume that is calculated on the surgical volume increase to EMSO.

Total Margin Increase (500 cases plus ancillary revenue)	\$5,000,000
Plus Margin Increase (200 transfer cases from Payer B*)	<u>\$2,000,000</u>
Total Margin Increase (To be used for discount calculation)	<u>\$7,000,000</u>

The parties acknowledge that if discounts are too low in one year because of variances in actual volumes compared to volume projections, discounts will be reduced in subsequent years. Losses can arise from a larger amount of transfers than what was used in the discount calculation.

*Consists of differences in rates between payers. Actual payer rates shall not be shared between the parties.